



THE COLLECTIVE AGREEMENT

BETWEEN THE

LEGAL AID SOCIETY

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCALS 118/018 AND 118/019**

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PREAMBLE

BETWEEN:

The Legal Aid Society of Alberta (the Employer)

and

The Alberta Union of Provincial Employees, (the Union)

Since the Labour Relations Cod ("the Code") applies to the Employer and the Union and since the Employer and the Union wish to enter into a collective agreement under the Code with provisions regarding rates of pay, hours of work and other terms and the settlement of differences arising from the collective agreement, the Employer and the Union agree:

ARTICLE 1

DEFINITIONS

- 1.01 Words used in the masculine gender apply also in the feminine;
- 1.02 Words used in the singular may also apply in the plural;
- 1.03 "Designated Union Representative" means one of the full-time Alberta Union of Provincial Employees Officers who are designated from time to time by the Union to represent Local 118/018 and Local 118/019 and includes a replacement when the Designated Union Representative is unable to respond to the request. The Union shall notify the Executive Director of the name and address of the Designated Union Representative;
- 1.04 "Employee" means a person employed by the Employer in a salary or wage capacity within the scope of duties performed within the Bargaining Unit as certified by the Labour Relations Board;
- 1.05 "Employer" means the Legal Aid Society of Alberta;
- 1.06 "Full-Time Employment" means employment in which an Employee is scheduled to work the normal hours of work in this Agreement;
- 1.07 "Hourly Rate" shall be calculated as follows:

12 X monthly salary divided by 26.07
(26.14 in a Leap Year) divided by 70 = hourly rate
- 1.08 "Illness" may include Alcoholism, Drug Addiction or Mental Illness;
- 1.09 "Month" means a calendar month;
- 1.10 "Permanent Position" means a position established as such, the duties of which are of a continuing nature of indefinite extent and in which the incumbent is required to work on a full-time or part-time basis;
- 1.11 "Probationary Employee" means a person who during his initial period of employment is serving a probationary period;
- 1.12 "Temporary Position" means a position established as such in which the incumbent is required for full-time or part-time employment in a temporary position for a limited period of not more than six (6) months, except in the case of replacing an Employee on Maternity/Adoption Leave, Long-term Disability Benefits, Workers' Compensation Benefits or Leave Without Pay;

- 1.13 A "Part-Time Employee" is defined as a Permanent Employee of the Employer who is employed on a regular basis for a fixed number of hours per day or week which are less than seven and one-half (7 1/2) hours per day or thirty-five (35) hours per week;
- 1.14 A "Casual Employee" is defined as one who is hired to work on an on-call basis and is not regularly scheduled to work;
- 1.15 "Union" means Alberta Union of Provincial Employees, Locals 118/018 and 118/019;
- 1.16 "Common-law spouse" is defined as a partner of the same or opposite sex with whom the Employee has cohabitated for no less than twelve (12) months;
- 1.17 "Seniority" is defined as the length of continuous service within the bargaining unit, including all periods of service as a Casual, Temporary, contiguous to present permanent employment.

ARTICLE 2

RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its Employees within the scope of Certificate No. 6-83 issued by the Labour Relations Board of Alberta on January 20, 1983 and Certificate No. 94-97 issued by the Labour Relations Board of Alberta on May 23, 1997 and hereby agrees to negotiate in accordance with the Labour Relations Code.

ARTICLE 3

UNION MEMBERSHIP AND PAYMENT OF DUES

- 3.01 The Employer will deduct membership dues as authorized in writing from the salary of each Employee covered by this Collective Agreement.
- 3.02 In the case of Employees who do not become Members of the Union, the Employer will, as a condition of employment, deduct fees in an amount equal to the regular Union Dues as set by the Union from time to time. Union Dues and Fees shall be pro-rated for Employees regularly working less than full-time.
- 3.03 Deductions of Dues or Fees for all Regular Full and Part-Time, Probationary, Temporary Employees shall commence with the first full pay period of employment.

- 3.04 The Union acknowledges that the deduction of fees does not constitute Membership in the Union, and that Membership shall continue to be voluntary.
- 3.05 The Union shall advise the Employer, in writing, of any change in the amount of Dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 3.06 The Employer agrees to remit to the Central Office of the Union, the Dues as authorized in writing by the Members and Fees deducted from the pay of all Employees by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of Dues, it shall be effected in the succeeding month.

Particulars identifying each Employee in a printed or electronic form including each Employee's name, starting date, form of address, Employee number, if available, last known home address, amount of Union dues deducted, pay rate and classification where normally assigned, shall be provided to the Central Office of the Union.

ARTICLE 4

EMPLOYER AND EMPLOYEE RELATIONS

- 4.01 The Employer recognizes the Union Steward as an official representative of the Union. The Union shall notify the CEO / President or designate of the names of the Union Stewards. In the absence of the Union Stewards, a member of the Chapter Executive shall act as a Union Steward.
- 4.02 The designated Union Representative shall have reasonable access to the Employer's premises in Calgary and Edmonton for the purpose of administering the Collective Agreement subject to prior notice to the appropriate Director or designate.
- 4.03 The Employer will provide the Union with a bulletin board not exceeding 50cm X 60cm in the staff coffee room in each of the Calgary and Edmonton offices for the purpose of posting Union information for its Members. All material must be approved by the appropriate Manager or designate prior to posting. Such approval shall not be unreasonably withheld.
- 4.04 The Employer will provide to the Union a specific storage location on its premises for the placement of Union literature.
- 4.05 The Parties subscribe to the desirability of open communication by facilitating discussion between the Employer, Employees and a Union Representative in a timely manner.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Collective Agreement, to determine all matters pertaining to the conduct of the Employer's activities and its affairs and that the direction of the working force is fixed exclusively in the Employer.

ARTICLE 6

TIME-OFF FOR UNION BUSINESS

- 6.01 One Union Steward or one Member of the Executive of Local 118/018 or Local 118/019 plus the affected Employee will be allowed reasonable time during normal working hours to investigate a complaint, to meet with Management for the formal steps in the Grievance Procedure prior to Arbitration or for informal discussions prior to a formal Grievance.
- 6.02 For time-off under Clause 6.01, such time-off shall not be unreasonably denied. Employees shall provide as much reasonable notice as possible when requesting time-off and shall seek the approval of their Supervisor before taking time-off.
- 6.03 Subject to Clause 6.02, time-off, without pay, shall be provided to Union Members on the following basis:
- (a) Members of the Negotiating Committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement.
 - (b) For Official Union Business other than direct negotiations, but including preparation for negotiations, and meetings with the Director and Chief Human Resource Officer or designate, time-off without pay not exceeding fifteen (15) working days per fiscal year for any single Employee and not exceeding forty (40) working days per fiscal year in total for all Employees. Not more than two (2) Employees from each of the Calgary and Edmonton offices may be absent for Union Business at the same time except for preparation for negotiations when not more than three (3) Employees from each of the Calgary and Edmonton offices may be absent at the same time.

- 6.04 For time-off under Clause 6.03, time-off shall be subject to operational requirements and shall not be unreasonably denied. The Union shall provide the Employer with a copy of the request for time-off. Employees shall provide a minimum of five (5) working days' notice when requesting time-off under this Article, however, consideration shall still be given in cases where the five (5) working days' notice is not provided.
- 6.05 For time-off under Clause 6.03, the Employer will grant the leave of absence with pay and invoice the Union for Employee's salary plus a fifteen (15%) percent benefit reimbursement fee.

ARTICLE 7

ACTING INCUMBENT

- 7.01 When an Employee is required to temporarily substitute on a job with a higher pay range covered by this Agreement and perform the main duties of the higher level position for a minimum period of three (3) consecutive work days, he shall be paid a premium of five (5%) percent of his current salary in addition to his regular salary for the full period worked. An Employee required to temporarily substitute on a job with a lower pay range shall continue to receive his regular rate of pay.
- 7.02 When an Employee is designated by Management and agrees to temporarily substitute on a job outside of the bargaining unit, with a higher pay range and perform the main duties at the higher level position, he shall be paid, in addition to his basic rate of pay, a premium in the amount of 6% of his current rate of pay for the full period worked.

ARTICLE 8

HOURS OF WORK

- 8.01 The normal hours of work for Employees covered by this Collective Agreement are thirty-five (35) hours per week on the basis of seven (7) hours daily, Monday through Friday inclusive. Based on working additional time each working day, Employees will be allowed an earned day off or partial earned day off that may be taken once the required hours have been accumulated in the Employee's Earned Day Off bank. Earned days off are recorded as seven (7) hours or a portion of seven (7) hours. Management shall designate which days are earned days off and shall determine which Employees are off on any given earned day off. Earned days off shall be scheduled on Mondays or Fridays on a rotational basis. Employees have the option of taking earned days off on other days of the week with the approval of the Employer.

8.02 All Employees covered by this Agreement shall receive two (2) fifteen (15) minute paid rest periods, one (1) period to be granted before the meal break and one (1) to be granted after. Rest periods shall not be scheduled within one (1) hour of commencement or termination of a meal break or a work day.

8.03 A meal period of one (1) hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay.

ARTICLE 9

OVERTIME

9.01 An Employee may be required to work beyond regularly scheduled hours. Such overtime shall be authorized by the Employer.

9.02 An Employee who has been authorized to work overtime shall be compensated as follows:

- (a) for overtime hours worked on a regularly scheduled day at time and one-half his regular hourly salary for the first two (2) hours and double his regular hourly salary for any additional hours.
- (b) for overtime worked on day(s) of rest at double his regular hourly salary.
- (c) in lieu of his regular pay for a paid holiday as listed in Article 19.01, one (1) day's leave with pay in lieu of the designated day and one and one-half times his regular hourly salary for all hours worked on a paid holiday.

9.03 Compensatory time-off with pay in lieu of a cash settlement may be claimed by the Employee. Time-off will be at the rate the overtime was earned, i.e. if an Employee works one hour of overtime at the rate of time and one half, the Employee will receive one point five (1.5) hours of time off. However, time-off accumulated as a result of overtime worked shall be taken at a mutually agreeable time within the next twelve (12) months or paid out in cash at the applicable overtime rate as in 9.02.

9.04 Overtime payment or compensatory time-off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.

ARTICLE 10

WORKER'S COMPENSATION SUPPLEMENT

- 10.01 If an Employee is prevented from performing his regular duties by reason of an occupational injury recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Employer will pay the Employee directly in accordance to the rates prescribed by WCB when the Employee is eligible to receive Worker's Compensation benefits, provided the Employee signs over to the Employer the WCB benefits.
- 10.2 If, following certification by the Workers' Compensation Board that an Employee is able to return to his duties, the Employee does not return to his duties and is not eligible to make an application to the Employer's insurer for Long Term Disability Benefits, that Employee shall be deemed within five (5) work days to have abandoned his employment, unless the Employee subsequently demonstrates that special circumstances prevented him from reporting.
- 10.03 If, following certification by the Workers' Compensation Board that an Employee is able to return to his duties, the Employee satisfies the Employer that by reason of the effects of the occupational injury he is incapable of carrying out his duties but is capable of carrying out other duties, or modified employment. The Employer shall give consideration to the placement of the Employee in an alternate position suitable to the circumstances and in all such cases, the Employer shall make its best efforts to place such an Employee. In the event that such placement is not feasible, the Employee may apply for Long Term Disability Benefit if eligible.
- 10.04 When a day designated as a Paid Holiday or an alternate day off in lieu, under Article 19 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of those days.

ARTICLE 11

PROBATIONARY PERIOD

- 11.01 All Employees shall serve an initial Probationary Period of six (6) months. If the Employee is unsatisfactory in the opinion of the Employer, the Employee may be terminated at any time during the Probationary Period without notice but with recourse to the Grievance Procedure to Step 3 and not including Step 4 (Arbitration).

- 11.02 Unless otherwise specified herein, the Probationary Employee shall be entitled to all terms and conditions of this Collective Agreement.
- 11.03 Probationary Employee's will be given regular verbal comments on their performance during the probationary period.

ARTICLE 12

DISCIPLINARY ACTION

- 12.01 No Employee shall be disciplined or discharged without just cause.
- 12.02 When disciplinary action is taken against an Employee, that Employee shall be informed in writing as to the reason(s) for such action.
- 12.03 For the presentation of disciplinary action or for an investigation meeting which may lead to disciplinary action under Article 12.02 the Employee shall be notified of the time and place of the interview and if desired by the Employee, he may arrange to be accompanied by a Union Representative or Union Steward. When a Union Steward requires time off work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must obtain prior approval from his Supervisor to be absent from work and, if approval is granted, leave without loss of pay will be allowed.

ARTICLE 13

GRIEVANCE PROCEDURE

- 13.01 If a difference arises as to the interpretation, application, operation or contravention or alleged contravention of this Collective Agreement or as to whether that difference can be the subject of Arbitration, that difference shall be settled without stoppage of work or refusal to perform work as follows:

The Employee(s) concerned shall first seek to settle the dispute in an informal discussion with the Employee's Immediate Supervisor.

Step 1

If the dispute is not resolved satisfactorily, through the informal discussion, it then becomes a grievance. The grievance shall be reduced to writing. If the grievance is a group grievance, the written statement shall include the names of the affected Employees. This written grievance shall be submitted to the appropriate Manager within ten (10) working days of the date of the informal discussion. The appropriate Manager shall make his decision known in writing to the grievor and the Union within ten (10) working days of the receipt of the grievance.

Step 2

In the event that the reply at Step 1 is unsatisfactory to the grievor, he may then submit the grievance to the appropriate Vice President, within ten (10) working days of the receipt of the written reply of the appropriate Manager at Step 1. The appropriate Vice President shall render his decision to the grievor and the Union in writing within ten (10) working days of the receipt of the grievance by him.

Step 3

In the event that the reply at Step 2 is unsatisfactory to the grievor, he may then submit the grievance to the President and CEO or designate within ten (10) working days of the receipt of the written reply of the appropriate Vice President at Step 2. The President and CEO or designate shall render his decision to the grievor and the Union in writing within ten (10) working days of the receipt of the grievance by him.

Step 4

In the event that the reply at Step 3 is unsatisfactory to the grievor, he may then submit the grievance to Arbitration within ten (10) working days of receipt of the decision of the President and CEO or designate. A Notice of Submission to Arbitration must be given in writing and must contain the name of the nominee of the grievor to the Arbitration Board.

13.02 In the event that either the Employer or the Union on their own behalf wish to process a grievance, such grievance shall be submitted by one party to the other in writing within ten (10) working days of first becoming aware of the occurrence giving rise to the grievance. The parties shall meet in an attempt to resolve the grievance. The party in receipt of the grievance must, within ten (10) working days of having received it, inform the other party of its decision. In the event that the grievance is not resolved at this time, either party may submit the grievance to Arbitration within ten (10) working days of the receipt of the reply and the Arbitration provisions of this Collective Agreement apply.

13.03 Grievances over the dismissal of Employees may be commenced at Step 3 and if so commenced, shall be commenced within ten (10) working days of the dismissal.

13.04 At any Step of the Grievance Procedure, either party may request a Meeting to discuss the grievance.

At any such Meeting, the grievor may be accompanied by a Union Steward, a Member of the Executive of Local 118/018 or Local 118/019, or the designated Union Representative.

- 13.05 (a) In the event that the grievor fails to follow the procedure in the time limits established in this Article, the grievance shall be deemed to have been abandoned.
- (b) Where the recipient fails to respond within the time limits in this Article, the grievor may advance his grievance to the next Step.
- (c) The parties may extend any time limits by written mutual agreement.
- 13.06 Within ten (10) working days of the receipt of notification by one party, the other party to an Arbitration shall nominate its choice of nominee by notice in writing. The two nominees so nominated shall meet within ten (10) working days of the receipt of the Notice of Nomination of the second nominee and shall select, by agreement, the Chairman of the Arbitration Board. If they are unable to agree upon the choice of the Chairman, either party may then request the Minister of Labour for the Province of Alberta to appoint a Chairman.
- 13.07 The parties may, by mutual agreement, agree that there may be a single Arbitrator in lieu of a Board of three (3) Arbitrators.
- 13.08 Each party shall bear the expense of its respective appointee to the Arbitration Board and the parties shall equally bear the expenses of the Chairman.
- 13.09 Any document required to be delivered to a representative of the Employer will be deemed to be received by him on the date it is delivered to the President and CEO or Director and Chief Human Resources Officer, or appropriate Vice President, or Manager, or upon the date it is received by registered mail.

ARTICLE 14

CASUAL ILLNESS

- 14.01 "Casual Illness" means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less.
- 14.02 If an Employee is ill at work or requires time off for the purposes of attending an appointment with a dentist, medical doctor, optometrist, registered physiotherapist or registered psychologist, provided he has been given prior authorization by the Employer and he works for one (1) hour in a half day that he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment. Such authorization shall not be unreasonably denied.

- 14.03 An Employee in his second and in each subsequent year of employment shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Any unused Casual Illness Leave, excluding that which was carried forward from the previous calendar year may be carried forward and used in the next calendar year. Each day or portion of a day, of casual illness used, within a year of service, shall be deducted firstly from the Employee's current year entitlement to Casual Illness Leave and subsequently deducted from any Casual Illness Leave which was carried forward to that year.
- 14.04 An Employee who is absent from work as set out in 14.01 shall communicate the reasons to his Supervisor no later than one (1) hour after commencement of the working hours of that Employee.
- 14.05 If an Employee is unable to provide notice as set out in 14.04 he shall do so as soon as possible and provide a reasonable explanation.
- 14.06 If an Employee absents himself without prior authorization and without notice in accordance with the terms of this Article, he shall be considered following three (3) days of such absence to have abandoned his employment and deemed to have resigned, unless the Employee subsequently demonstrates that special circumstances prevented him from reporting.
- 14.07 No leave with pay for casual illness will be provided in the first month of employment, thereafter in the first year of employment leave with pay shall be earned at the rate of one (1) day per month to a maximum of ten (10) working days.

ARTICLE 15

GENERAL ILLNESS

- 15.01 "General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed ninety (90) consecutive calendar days. General Illness Leave shall be in addition to any Casual Illness Leave entitlements.
- 15.02 An Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 15.03:
- (a) For illness commencing in the first month within the first year of employment: no salary for each of the fourteen (14) calendar days and seventy (70%) percent of normal salary for the next seventy-six (76) calendar days.

- (b) For illness commencing in the first year of employment but following the first month of employment: one hundred (100%) percent of normal salary for the first fourteen (14) calendar days and seventy (70%) percent of normal salary for the next seventy-six (76) calendar days.
- (c) For illness commencing in the second year of employment: one hundred (100%) percent of normal salary for the first twenty-one (21) calendar days and seventy (70%) percent of normal salary for the next sixty-nine (69) calendar days.
- (d) For illness commencing in the third year of employment: one hundred (100%) percent of normal salary for the first thirty-five (35) calendar days and seventy (70%) percent of normal salary for the next fifty-five (55) calendar days.
- (e) For illness commencing in the fourth year of employment: one hundred (100%) percent of normal salary for the first forty-nine (49) calendar days and seventy (70%) percent of normal salary for the next forty-one (41) calendar days.
- (f) For illness commencing in the fifth year of employment: one hundred (100%) percent of normal salary for the first sixty-three (63) calendar days and seventy (70%) percent of normal salary for the next twenty-seven (27) calendar days.
- (g) For illness commencing in the sixth or subsequent years of employment: one hundred (100%) percent of normal salary for the first ninety (90) calendar days.

15.03 Where an Employee returns to active work after a period of general illness of less than ninety (90) consecutive calendar days that Employee will have reinstated to his entitlement for that year any general illness days for which he is paid seventy (70%) percent of normal salary. If the Employee is during that year of employment again entitled to general illness, he shall receive his general illness at seventy (70%) percent of normal salary for the number of days set out in the preceding Article.

15.04 Absences in excess of ninety (90) consecutive calendar days shall be subject to the Long Term Disability Insurance.

ARTICLE 16

PROOF OF ILLNESS

16.01 An Employee claiming Casual Illness may be required to provide satisfactory proof of illness.

16.02 Where reasonable doubt exists in respect to the purpose of an absence, the Employer may require proof of attendance for any medical, dental or other appointment where time off work is granted to attend such appointment provided such proof is requested before the Employee leaves work.

16.03 If required by the Employer, claims for General Illness shall be supported by a report from the attending Physician. If there is a fee for such report, that fee shall be paid by the Employer.

ARTICLE 17

GROUP INSURANCE BENEFITS

17.01 The Employer will provide the following group insurance and other benefits with premiums therefore being paid seventy (70%) percent by the Employer and thirty (30%) by the Employee pursuant to the terms of the existing contracts of insurance entered into by the Employer or such other contracts as the Employer may from time to time enter into:

- (a) Group Life Insurance to include:
 - (i) Basic Life Insurance: 2.5X your annual basic salary to a maximum of two hundred thousand dollars (\$200,000)
 - (ii) Optional Life Insurance: available in multiples of ten thousand dollars (\$10,000.00) to a maximum of one hundred thousand dollars (\$100,000.00)
- (b) Dental Plan to include:
 - (i) One hundred percent (100%) of preventative and basic dental procedures, fifty percent (50%) of major dental procedures. Maximum benefit is three thousand (\$3,000.00) per benefit year per eligible insured person.
 - (ii) Fifty percent (50%) coverage for orthodontics. Lifetime maximum benefit is three thousand (\$3,000.00) per eligible insured person.
- (c) Supplementary health benefit plan;
 - (i) Up to ninety percent (90%) of the cost of approved prescription drugs, the cost of hospital accommodation, medical services, equipment and supplies within the plan limits.
- (d) Vision Care Benefit Plan:
 - (i) Contact lenses or glasses, or laser eye surgery: Maximum payable two hundred and fifty dollars (\$250.00) in any

twelve (12) month period for persons under the age of eighteen (18), or in any twenty-four (24) month period for persons eighteen (18) and over.

- (ii) Eye examinations: Maximum payable one hundred (\$100.00) in any twelve (12) month period for persons under the age of eighteen (18), or in any twenty-four (24) month period for persons eighteen (18) and over.

17.02 Employees shall pay the total cost of participation in the Long Term Disability Plan pursuant to the terms of the existing contract of insurance entered by the Employer or such other contracts as the Employer may, from time to time, enter into.

17.03 The terms and conditions of the foregoing benefits are detailed in the Employees' Handbook entitled "Group Insurance Benefits".

17.04 Benefits in this Article shall not be substantially reduced without agreement from the Union.

17.05 A copy of the Plan documents shall be supplied to the Union.

17.06 Long Term Disability Insurance (LTD):

Insurance coverage to provide sixty percent (60%) of monthly pre-disability salary to a maximum of four thousand and fifty dollars (\$4,050.00) per month for eligible Employees.

An Employee who is receiving LTD or WCB benefits and who, at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan, the Supplementary Health Benefit Plan, the Dental Plan, the Life Insurance Plan, and the Vision Care Benefit Plan shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD or WCB benefits and the Employer and Employee premium contributions, if applicable, shall continue for a period of two (2) years.

17.07 A sum of two hundred and fifty dollars (\$250.00) shall be annually allocated by the Employer to the Health Benefits Spending Account for each Employee eligible for benefits.

ARTICLE 18

REGISTERED SAVINGS PLAN

18.01 Upon completing the Probationary Period, all Employees shall participate in the Registered Savings Plan.

18.02 The Employer shall deposit for each participating Employee an amount equal to six (6%) percent of the Employee's base salary in a registered savings account in the Employee's name and the Employee will have deducted from his or her pay five (5%) percent of base salary, which amount will also be deposited in the same registered savings account. The Employee may elect to contribute amounts in excess of the amount specified.

18.03 The right of the Employee to the amount so deposited shall vest immediately.

ARTICLE 19

PAID HOLIDAYS

19.01 Employees are entitled to one (1) day's paid leave for each of the following holidays:

- | | | |
|-----|--------------------------------------|------------------|
| (a) | New Year's Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Easter Monday | Remembrance Day |
| | Victoria Day | Christmas Day |
| | Canada Day | Boxing Day |
| | Family Day | |
| | Civic Holiday (1st Monday in August) | |
- (b) One (1) additional Christmas float holiday shall be provided. It shall be taken on the day that the Provincial Court of Alberta Offices are closed.

19.02 When a day designated as a holiday in Clause 19.01 falls on an Employee's regularly scheduled days off or during an Employee's annual vacation, the Employee shall be granted one (1) day's leave with pay in lieu of the designated day to be taken within three (3) months of the day designated at a time mutually agreed by the Employee and his Supervisor.

19.03 Where an Employee is required to work on a day designated as a holiday in Clause 19.01, the Employee shall receive pay at the overtime rate for the hours worked, pursuant to Article 9.

19.04 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

ARTICLE 20

ANNUAL VACATION LEAVE

20.01 Vacation entitlements with pay shall be as follows:

- (a) an Employee who has completed twelve (12) full calendar months' service, shall receive fifteen (15) work days' vacation;
- (b) an Employee who has completed six (6) full years of service, shall receive twenty (20) work days' vacation;
- (c) an Employee who has completed twelve (12) full years of service, shall receive twenty-five (25) work days' vacation;
- (d) an Employee who has completed twenty (20) full years of service, shall receive thirty (30) work days' vacation;
- (e) an Employee who has completed less than twelve (12) full months' service, shall receive one and one-quarter (1 1/4) work days' vacation for each calendar month worked from the commencement of his service, provided that when employment was commenced on or before the fifteenth (15th) day of any month, he shall earn vacation entitlements from the first day of that month.

20.02 As far as is possible, Employees shall be granted their choice of vacation periods. Where an Employee submits his vacation preference by March 1 of that year, the Employer shall indicate approval or disapproval of that vacation request in writing by March 31 of the same year. Where there is a dispute regarding preference for time that a vacation is to be taken, seniority shall be the determining factor. Vacation earned during one vacation year shall be taken during the next following vacation year. An Employee who does not select vacation on the schedule planner may take vacation on a first come, first served basis at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner.

20.03 All calculations which result in one-quarter (1/4) or three-quarters (3/4) work day fractions shall be rounded out to the next highest half or full day, except when vacation pay is paid out upon termination. All calculations which result in one-half (1/2) work day fractions will not be rounded.

20.04 Vacation entitlement will not be affected by casual illness nor will it be affected by less than thirty (30) consecutive calendar days general illness.

- 20.05 Vacation Leave may be taken in one continuous period or in separate periods.
- 20.06 (a) Annual vacation entitlement may be carried over for a maximum of one (1) year provided the Employee requests such carry over in writing prior to the expiration of any fiscal year. Such carry over is subject to the approval of the respective Vice President in collaboration with the Director and Chief Human Resource Officer.
- (b) When vacation leave is taken within the last four (4) months of the twelve (12) month period specified in Sub-clause (a), it may be taken immediately before the next period of vacation leave to which the Employee is entitled.
- (c) Notwithstanding the other provisions of this Article, in case of bereavement or other special reason, an Employee who so requests, may, subject to the approval of the respective Vice President in collaboration with the Director and Chief Human Resource Officer, be authorized to take vacation leave which has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by him in the following year shall be correspondingly reduced.
- 20.07 Once vacations are authorized, they shall not be changed except by mutual agreement.
- 20.08 The Employer will endeavor to grant vacation at the time requested by the Employee.
- 20.09 Vacation days accrue on a semi-monthly basis, from the original date of employment. For purposes of calculating annual vacation entitlements, the semi-monthly accumulation will run from the anniversary date of employment and year to year thereafter.

ARTICLE 21

BEREAVEMENT LEAVE

- 21.01 (a) (i) A leave of absence of five (5) working days with pay shall be granted in the event of the death of the Employee's spouse or the parent or child of the Employee or spouse.
- (ii) A leave of absence of three (3) working days with pay shall be granted in the event of the death of the following relations of the Employee or the Employee's spouse: brother, sister, grandparent or grandchild.

- (iii) A leave of absence of one (1) working day with pay shall be granted in the event of the death of a person not already covered above who is the spouse or child of any of the relatives cited in (i) or (ii) above.
 - (iv) A leave of absence of one (1) working day with pay shall be granted in the event of the death of a person known to the Employee and not already covered above for the purposes of attending the funeral.
- (b) Where the Employee must travel five hundred (500) km (one way), the Employee will receive an additional two (2) working days for travel time. This does not apply to leave under Article 21.01(a)(iv).

ARTICLE 22

TRAINING AND EDUCATION LEAVE

- 22.01 Where the Employer requires an Employee to take job related courses, the Employer will pay the tuition and provide any necessary materials without cost or loss of salary to the Employee. An Employee may request a job related course and the Employer will consider any such request and respond within two weeks. If such request is approved, the foregoing benefits shall apply.
- 22.02 To provide an opportunity for an Employee to take advanced or supplementary education that will ensure the organization has qualified Employees to meet its' current and future goals, the Employer may grant an Educational Leave to qualified applicants in accordance with eligibility requirements established in the Education Leave Policy.

ARTICLE 23

MATERNITY/PARENTAL/ADOPTION/COMPASSIONATE CARE LEAVES

- 23.01 Maternity Leave
- (a) Entitlement
- A pregnant Employee who has been employed for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay. Maternity leave is a maximum of fifteen (15) weeks. The Employee will continue employment during the pregnancy unless the pregnancy interferes with the performance of her duties. The Employer may, at its expense, require medical documentation verifying that there are no health issues preventing continued employment. If the Employer concludes that the pregnancy is

interfering with the performance of her duties, the Employer may require the Employee to commence maternity leave at any time during the four (4) weeks prior to the estimated delivery date.

(b) Commencement of Maternity Leave

Maternity leave may commence up to twelve (12) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give six (6) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice.

(c) Seniority

While on maternity leave, the Employee will continue to accumulate seniority.

(d) Health Related Period

During the period of maternity leave that the mother's physician certifies that the mother is unable to work due to medical reasons, the Employer will top up the Employee's Employment Insurance benefits to 95% of the Employee's regular salary.

23.02 Parental/Adoption Leave

(a) Entitlement

An Employee who has been employed for at least fifty-two (52) consecutive weeks is entitled to parental leave as follows:

- (i) in the case of an Employee who has taken maternity leave, a maximum of thirty-seven (37) weeks commencing immediately following the last day of her maternity leave,
- (ii) in the case of a parent who has not taken maternity leave, a maximum of thirty-seven (37) weeks during the fifty-two (52) weeks after the child's birth, or
- (iii) in the case of an adoptive parent, a maximum of thirty-seven (37) weeks during the fifty-two (52) weeks after the child is placed with the adoptive parent for the purposes of adoption. (Adoption leave is not available for the adoption of a child over the age of six (6) or for a child who has previously been in the custody of the Employee or the Employee's spouse.)

(b) Shared Parental Leave

If both parents are Employees, parental leave may be shared between them or wholly taken by one parent. If the parents intend to share the parental leave, they must so advise the Employer. Only one parent may take parental leave at a time and the maximum combined parental leave of both parents is thirty-seven (37) weeks.

(c) Notice of Parental Leave

An Employee must give at least six (6) weeks' notice of the commencement date of parental leave unless the medical condition of the birth mother or the child make that impossible or the date of placement of the child with the adoptive parent was not foreseen. In such circumstances, the Employee will give notice at the earliest possible time.

23.03 Return from Maternity/Parental/Adoption Leave

(a) An Employee on maternity, parental or adoption must give the Employer a minimum of four (4) weeks' written notice of her intention to return from leave. If the Employee does not wish to return at the end of her leave, she must give four (4) weeks' written notice of her intentions.

(b) If an Employee wishes to return from maternity leave less than six (6) weeks after the birth of her child, she must provide a medical certificate indicating that the resumption of employment will not endanger her health.

23.04 Compassionate Care Leave

An Employee in receipt of Employment Insurance Compassionate Care leave benefits shall be granted leave without pay for up to eight (8) weeks.

23.05 Benefits during Maternity/Parental/Adoption/Compassionate Care Leave

If the Employee elects to maintain her insurance benefits during any unpaid leave, the cost sharing in article 17 will continue to apply. The Employee will provide post-dated cheques for the expected period of the leave.

ARTICLE 24

COURT AND JURY LEAVE

- 24.01 When an Employee is subpoenaed as a Juror or as a Witness on behalf of the Crown, he shall be allowed leave with pay and any witness or jury fee paid to him shall be paid to the Employer.
- 24.02 When an Employee is subpoenaed as a Witness in circumstances other than those in Clause 24.01, he shall be allowed leave without pay and any witness fee paid to him shall be retained by him.

ARTICLE 25

RATES OF PAY AND SALARY INCREMENTS

- 25.01 The pay ranges for Employee Classifications are set forth in Schedule "A".
- 25.02 The amount of the annual increment shall be one seventh (1/7) of the differential between the top and the bottom of the pay range of the classification.
- 25.03 (a) Employees shall be granted an annual increment on their anniversary date. On completion of the Probationary Period, an Employee is entitled to one-half (1/2) increment. The second one-half (1/2) increment shall be granted on their anniversary date following completion of the Probationary Period.
- (b) Provided the Employee is notified in writing prior to the due date, the Employer may withhold an increment:
- (i) for unsatisfactory performance subject to the Grievance Procedure;
- (ii) the Employee's attendance at work has been reduced by frequent and/or prolonged periods of absence (not including paid vacation leave or leave granted under Article 6, Time-Off for Union Business).
- 25.04 Amounts in excess of one (1) normal increment per year may be awarded at the discretion of the Employer.
- 25.05 One additional increment for Long Service shall be granted on the Employee's Anniversary Date which follows the completion of ten (10) years of service provided the Employee has also been at the top of the pay scale for at least one (1) year. If an Employee has completed ten (10) years service and has not been at the top of the pay scale for one (1) year, the Long Service Increment shall be paid on the next anniversary date after one (1) year at the top of the scale.

ARTICLE 26

LEAVE WITHOUT PAY

- 26.01 Leave without pay may be granted to an Employee. Requests for such leave must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered, except in the case of emergency wherein the notice period may be reduced or waived. The Employer will reply to any request for a leave of absence without pay in writing within two (2) weeks of the request. Where a final reply is not possible within two (2) weeks, a written interim reply with reasons will be provided.

ARTICLE 27

LEAVE WITH PAY

- 27.01 The Director & Chief Human Resource Office or Designate may at their discretion grant Special Leave with pay in exceptional circumstances.
- 27.02 The Parties recognize that an Employee may be unable to report to work for reasons which require the Employee's personal attention and which may include illness within the Employee's immediate family. The Employer shall approve Personal Leave in such circumstances. Personal Leave shall not exceed four (4) working days per year in total and shall not exceed two (2) consecutive working days and, when granted, shall be charged against the Employee's Casual Illness Entitlement. This Leave shall be with pay only where there is a Casual Illness Entitlement.

ARTICLE 28

LAYOFF AND RECALL

- 28.01 When it becomes necessary to eliminate positions or reduce the working force, Employees may be laid off:
- (a) Except where layoff is caused by circumstances beyond the control of the Employer, Employees will be given the following notice:
 - (i) for Employees with less than one (1) year's service, thirty (30) calendar days, or
 - (ii) for Employees with one (1) or more years' service, sixty (60) calendar days.
 - (b) A laid off Employee may request pay in lieu of notice and the granting of such request is at the Employer's discretion.

- 28.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of seniority in their classification within the bargaining unit where the lay-off is occurring. An Employee about to be laid off may bump any Employee with less seniority in their own classification or any classification listed below their classification in Schedule "A" within the bargaining unit providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority.
- 28.03 An Employee recalled to employment will be placed in the position from which the Employee is laid off, or if such position no longer exists, shall be recalled to another position within the bargaining unit from which they were laid off and which the Employee is capable of filling. The Employee will receive that rate of pay enjoyed at the time prior to layoff, unless recalled to a position for which the maximum rate is lower than the rate enjoyed prior to layoff, in which case, the Employee will receive the maximum rate for the position to which she is recalled.
- 28.04 Employees on the recall list shall have first rights, in order of their seniority, to any vacancy in their former job classification or to a classification for which the Employee is qualified and the Employer will not hire new Employees to such a classification while an eligible Employee is on the recall list. Employees recalled to their previous classification shall receive the current rate for the step in the salary range which they held at the time of layoff.
- Employees recalled to another classification shall be placed in a step where they would receive at least the current rate for the step in the salary range which they held at the time of layoff; however, in any event, Employees recalled shall not be paid more than the maximum for the classification to which they are recalled. Such rights will expire six (6) months after the date of layoff.
- 28.05 Time spent by a Probationary Employee on layoff will be added to the probationary period.
- 28.06 Notice of recall shall be by Registered Mail at the last known address. Failure to accept a recall within seven (7) days of the notice shall result in a termination of recall rights.
- 28.07 An Employee receiving layoff notice may elect to receive the following severance in lieu of recall rights. An Employee who elects to receive severance shall cease to have any rights under the Collective Agreement.

Full Years of Continuous Employment	Weeks of Pay at Regular Rate of Pay
1	14
2	15
3	16
4	17
5	19
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13 plus	43

28.08 In order to avoid the necessity for layoffs, an Employee may volunteer to take the severance in Article 28.07. The Employer reserves the right to approve or deny any such request. A written response shall be provided to the Employee within two (2) weeks of the request.

28.09 If an Employee in receipt of the severance package is recalled or reemployed prior to the period paid as severance being exhausted, the Employee shall remit the remaining severance amount, less any lawful deductions at source, to the Employer.

28.10 Should the Negotiations between the Government of Alberta and the Alberta Union of Provincial Employees on behalf of the General Service result in an increase to the amount of severance paid in the event of layoff, such increased rate shall be reflected in this article.

ARTICLE 29

PERSONNEL FILE

29.01 The Personnel File referred to in this Article is the Personnel File of an Employee, which is maintained in the Human Resources Department of the Employer.

29.02 Where an Employee is disciplined and a written record of the discipline is placed in his personnel file, the Employee shall be given a copy of that record. The Employee will be given a copy of his annual evaluation and any other document respecting his performance or conduct which is placed in his personnel file. No such documents shall be introduced as evidence in any grievance proceeding unless fifteen (15) working days notice of the intention to produce it, together with a copy of the document, is given to the designated Union Representative and, the Employee has been given a copy of said documents.

29.03 Upon request, access to an Employee's personnel file shall be provided to the Employee or to the designated Union Representative:

- (a) once in every year,
- (b) in the event of a grievance, or
- (c) at the time of a reasonable request.

At the time of access, the Employee may request the designated Union Representative or Union Steward to be present.

29.04 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty, the personnel file of the Employee shall reflect this action provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to Arbitration, the Award of that tribunal shall be placed on the personnel file of the Employee. Subject to the Labour Relations Act, the file shall reflect that Award.

29.05 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date of the disciplinary action was invoked, request that his personnel file be purged of any record of the disciplinary action. Such request will be granted providing:

- (a) the Employee's personnel file does not contain any further record of disciplinary action during that twenty-four (24) month period, and
- (b) the disciplinary action is not the subject of an unresolved grievance.

ARTICLE 30

NOTICE OF RESIGNATION

- 30.01 An Employee shall provide the Employer with ten (10) working days' prior written notice of resignation or such lesser notice as is acceptable to the Director and Chief Human Resource Officer.

ARTICLE 31

PROMOTIONS AND TRANSFERS

- 31.01 The Employer will post for seven (7) work days any position opening within the Bargaining Unit prior to the actual commencement of outside posting. Such posting shall contain the following: Job Title, qualifications required, salary, competition closing date, to whom to submit the Application, and shall be accompanied by a Position Description.
- 31.02 All applications delivered during such period of posting will be considered. Applicants shall be informed in writing of their acceptance or rejection as soon as possible after the appointment is made.
- 31.03 When the Employer decides to fill a vacancy before expiration of the posting period, the appointment shall be made on a temporary basis only, until a regular appointment is made.
- 31.04 Both Parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. Therefore, in making promotions or transfers, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.
- 31.05 The successful applicant shall be notified within one week following the end of the posting period. He shall be given a trial period of forty (40) work days, during which time he will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the Employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, he shall be returned to his former position, wage, or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate without loss of seniority.

- 31.06 Where an Applicant who is already within the bargaining unit does not possess the required educational qualifications for a posted position, but is in the process of obtaining the necessary educational qualifications, that Employee may apply for the posted position. If the position is awarded to such an Applicant, the Employer may impose a condition upon the appointment that the Employee complete the required educational qualifications within a certain time frame.
- 31.07 Where an Employee is transferred or promoted to a higher paid classification, the salary of the Employee shall be placed within the range for the new classification at the next highest increment level above the Employee's existing salary.
- 31.08 Where an Employee is transferred or demoted (non-disciplinary) to a lower paid classification, the salary of the Employee shall be frozen until such time as the maximum step of the appropriate classification exceeds the Employee's rate of pay. At that time the Employee will be placed at the maximum of the range for the new classification and be eligible to receive future increases applied to the salary grid. Employees frozen over range shall receive the equivalent of the negotiated increase for each year of the agreement in a lump sum payment, payable on the first pay period in April.
- 31.09 A promoted or transferred Employee shall serve a trial period of forty (40) work days in the new classification. During the trial period, the Employee may be returned to his former position by the Employer. For the first fifteen (15) work days, the Employee may at his request also return to his former position.
- 31.10 An Employee occupying a permanent position may apply for a promotion or transfer to a temporary position exceeding ninety (90) days in duration. If appointed to such a position, the Employee shall be returned to his former position when the temporary position ends.
- 31.11 Where the Employer is aware of employment opportunities/job postings outside the Bargaining Unit but within the Legal Aid Society, same will be made available to the members of the Bargaining Unit.

ARTICLE 32

RE-IMBURSEMENT FOR BUSINESS RELATED EXPENSES

- 32.01 An Employee who is required to travel on business or who is relocated or who otherwise incurs expenses on behalf of the Employer shall be entitled to claim expenses and allowances according to the Rate Schedule provided by Finance.
- 32.02 The (Rate Schedule) Regulations shall be reviewed every twelve (12) months in consultation with the Union.

- 32.03 An Employee required to use their own vehicle on Employer business shall be reimbursed mileage at the rate of not less than \$0.50 per kilometer.
- 32.04 In addition, an Employee required to use their own vehicle on Employer business shall be reimbursed the cost of business insurance at the rate of up to \$500.00 per year.

ARTICLE 33

TERMS AND CONDITIONS OF EMPLOYMENT APPLICABLE FOR

PART-TIME EMPLOYEES

- 33.01 All terms and conditions of this Collective Agreement apply to Part-Time Employees, except as modified in this Article.
- 33.02 The normal hours of work for Part-Time Employees will be their scheduled hours.
- 33.03 Part-Time Employees covered by this Agreement shall receive one (1) fifteen (15) minute paid rest period if they are regularly scheduled to work up to four (4) hours on any day. If they are regularly scheduled to work six (6) hours or more on any day, they are entitled to two (2) fifteen (15) minute rest periods, one (1) rest period to be granted before the meal period and one (1) rest period to be granted after. Rest periods shall not be scheduled within one (1) hour of commencement or termination of a meal period or a work day. Receptionists in Local 118/119 shall be granted a forty-five (45) minute unpaid meal period at approximately the mid point of each work period.
- 33.04 A Part-Time Employee will be paid for all hours worked but to qualify for overtime compensation, the Employee must work time in excess of seven and one-half (7 1/2) hours in a day or thirty-five (35) hours in a week. Such overtime shall be authorized by the Employer, except for the Client Agent classification in Local 118/119 who qualify for overtime compensation after working eight (8) hours in a day or thirty-five (35) hours in a week.
- 33.05 Part-Time Employees who meet the conditions prescribed by the applicable contract of insurance covered in Article 17 - Group Benefits, are to participate in the above Plans.
- 33.06 In lieu of Article 20, Annual Vacation Leave, a Part-Time Employee shall receive annual vacation based on a pro-rata basis.
- 33.07 Salary increments as outlined in Article 25 shall be awarded to Part-Time Employees on the same basis as permanent Employees. Pay ranges and salary increments shall be prorated for Part-Time Employees.

33.08 In lieu of Article 19.01, 19.02 and 42.01, Part-Time Employees are entitled to thirteen (13) Statutory Holiday days and three (3) Christmas Leave Days at seven (7) hours per day, equals 112 hours times the percentage of the full-time hours. Accrued hours for these holidays will be banked as the holidays occur. If a holiday falls on a scheduled working day, the Employee will receive the day off with pay and the number of hours scheduled to be worked (normally 7) will be deducted from the bank. Employees may opt to take days off with pay on scheduled working days other than the actual holiday within three (3) months of the day designated at a time mutually agreed by the Employee and his Supervisor provided there are enough hours in the bank to cover the absence. Employees may volunteer with the agreement of their Supervisor to work additional days in anticipation of any deficit. Any deficit or accumulation of time as at December 31 each year will be adjusted by January 31 of the following year.

ARTICLE 34

TERMS AND CONDITIONS OF EMPLOYMENT APPLICABLE FOR

CASUAL EMPLOYEES

- 34.01 Only the following terms and conditions of the Collective Agreement apply to Casual Employees:
- (a) Pay at an hourly rate based on the rates paid for the various Employee groups as set forth in Schedule "A".
 - (b) Article 2 - Recognition, Article 3 - Union Membership and Payment of Dues, and Article 5 - Management Rights.
 - (c) The following shall apply in lieu of Article 8 - Hours of Work:
 - (i) The hours of work shall not exceed seven and one-half (7 1/2) hours on any day and shall be as directed by the Employer,
 - (ii) Article 35.04 as for Part-Time Employees,
 - (iii) Article 8.03.
 - (d) Clauses 9.01, 9.02(a), 11.01, Article 12 - Disciplinary Action, and Article 13 - Grievance Procedure.

- (e) In lieu of Article 19 - Paid Holidays, a Casual Employee shall receive in addition to his regular wage earnings, pay at 5.2% of his regular wage earnings, and for working on a paid holiday, pay at time and one-half his regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter.
- (f) In lieu of Article 20 - Annual Vacation Leave, a Casual Employee shall receive six (6%) percent vacation pay on each pay cheque and may notify the Employer that they are unavailable for work up to three (3) weeks in each fiscal year.
- (g) Articles 26 - Leave Without Pay, 29 - Official Oath, 30 - Personnel File, 33 - No Strike-No Lockout, 34 - Travel, Subsistence, Mileage and Moving Allowance, and 37 - Term of Agreement.
- (h) Casuals may apply for positions posted under Article 31 and will be considered in accordance with Article 31.04.

ARTICLE 35

TERMS AND CONDITIONS OF EMPLOYMENT APPLICABLE FOR

TEMPORARY EMPLOYEES

35.01 All terms and conditions applicable to Full-Time or Part-Time Employees will apply to Temporary Employees except the following:

Article 13 Grievance Procedure - grievances over the termination of employment at the end of the temporary period.

Article 15 General Illness - shall not apply for the first six (6) months, but will apply thereafter but not beyond the end of the term for which the Employee was hired.

Article 17 Group Insurance Benefits - these benefits will not apply in the first six (6) months, but will apply thereafter. The benefits shall consist of medical insurance, dental insurance, vision care and Life insurance. Long Term Disability shall not apply.

Article 18 RRSP

Article 22 Education Leave

Article 23 Maternity/Adoption Leave

Article 28 Layoff & Recall

Article 34 Casual Employees

ARTICLE 36

PRINTING OF AGREEMENTS

- 36.01 After the Parties have proofed the draft Agreement each Party agrees to pay one-half (1/2) the cost of printing sufficient copies for the Employer and to provide each present and new Employee with a copy of the Collective Agreement.
- 36.02 Each party further agrees to pay the full cost of printing additional copies that they order.

ARTICLE 37

GENERAL CONDITIONS FOR EXTENDED ABSENCES

- 37.01 This Article applies to any Employee absent for more than thirty (30) consecutive calendar days on Training and Education leave, Maternity/Adoption/Compassionate Care Leave, General Illness, Long Term Disability Benefits, Workers' Compensation Benefits or Leave Without Pay.
- 37.02 Employees on extended absences will not accrue service for the purposes of:
- (a) Article 11 - Probationary Period
 - (b) Article 20 - Annual Vacation Leave
 - (c) Article 25 – Rates of Pay and Salary Increments (including LSI)

ARTICLE 38

JOB CLASSIFICATIONS

- 38.01 The Employer will provide each Employee with a job description. Newly hired Employees will be provided with same upon commencement of employment.
- 38.02 An Employee's job description will be reviewed with the Employee once per year upon their request.
- 38.03 When new classifications are created, appropriate rates of pay shall be negotiated with the Alberta Union of Provincial Employees. If it is established that a higher salary level is appropriate, the new salary shall be retroactive to the date the classification was created. Should the parties fail to agree on the appropriate rate of pay for the new classification the Union may submit the difference as a grievance at Step 4.

38.04 An Employee or his Manager may request in writing to Human Resources that the allocation of his position be reviewed if the Employee or Manager considers the duties have materially changed since the allocation of the position. The Employee or Manager shall provide rationale for the request for review and Human Resources shall conduct an audit of the position and provide the results of the review and a decision on the allocation to the Employee and Manager not later than thirty (30) days from the receipt of the request.

38.05 If the Employee is not satisfied with the classification decision rendered by Human Resources, the Employee may appeal the decision in accordance with Article 13.01 Step 4. Such appeal shall be made in writing within twenty-one (21) days after receipt of the decision.

ARTICLE 39

PROHIBITED GROUNDS IN RESPECTFUL WORKPLACE POLICY

39.01 The Employer and the Union agree that there shall be no discrimination by reason of age, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender or marital status, physical handicap, nor by reason of membership or activity in the Union.

39.02 The Parties recognize that the Employer has issued a Respectful Workplace Policy and agree to cooperate in ensuring that Employees are able to conduct their responsibilities in a dignified and professional working environment free from discrimination or harassment.

ARTICLE 40

TERM OF AGREEMENT

40.01 This Collective Agreement shall take effect as of April 1, 2010 and shall remain in full force and effect until March 31, 2012 and from year to year thereafter unless notice is served by either party pursuant to the Labour Relations Code.

40.02 Where notice is served by either party under the Labour Relations Code, provisions of this Collective Agreement shall continue until either:

(a) a settlement is agreed upon and a new Collective Agreement signed; or

(b) a settlement is not agreed upon and then this Collective Agreement shall remain in effect until a strike or lockout commences as provided in the Labour Relations Code.

40.03 Any amendments deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of this Agreement.

- 40.04 An Employee whose employment has terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase in wages, which he would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the signing of this Collective Agreement.
- 40.05 Either party desiring to propose changes or amendments to this Agreement shall, between the period of sixty (60) and one hundred and twenty (120) calendar days prior to the termination date, give notice in writing to the other of the changes or amendments proposed.

ARTICLE 41

LABOUR MANAGEMENT COMMITTEE

- 41.01 The parties agree to establish Labour-Management Committees in Edmonton and Calgary, each consisting of two (2) members of the Union and two (2) representatives of the Employer to discuss matters of mutual interest.
- 41.02 The Committees will concern themselves with general matters of mutual concern including Health and Safety issues which may arise at the work site and make recommendations when necessary.
- 41.03 An Employer Representative and a Union Representative shall each be designated by his own side as a joint chairperson, and they shall alternate in presiding over meetings.
- 41.04 The Committee shall meet at the call of either chairperson. Members of the Committee shall normally receive a notice and agenda for the meeting at least fourteen (14) days in advance of the meeting.
- 41.05 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as soon as possible after the close of the meeting. The Union and the Employer shall each receive a signed copy of the minutes.
- 41.06 The Committee shall not have any jurisdiction over pay or any other item of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer. The Committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and to the Employer with respect to its discussions and conclusions.

ARTICLE 42

CHRISTMAS LEAVE

- 42.01 The Parties agree that each Employee will have three (3) days leave each calendar year. The Employer will set the days to cause the office to be closed between Christmas and New Year's.
- 42.02 Should the Employer decide to open completely or partially during these three (3) days, the Parties shall meet and discuss the consequences of opening. The Parties acknowledge that they have assigned a value of 1.2% of salary to these three (3) days.

SCHEDULE 1 - WAGE RATES

SALARY GRID, APRIL 1, 2010

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LSI
Legal Services Officer	3435	3677	3919	4162	4406	4648	4891	5134	5377
Taxation Officer	3303	3536	3771	4005	4238	4471	4705	4939	5173
Certificate Management Officer	3303	3536	3771	4005	4238	4471	4705	4939	5173
Collection Officer & Client Agent	2730	2886	3043	3200	3356	3512	3670	3826	3983
Administrative Assistant	2854	3065	3275	3484	3695	3905	4114	4323	4534
Secretary I	2677	2829	2983	3136	3289	3443	3596	3749	3902
Administrative Support II	2498	2654	2808	2965	3121	3276	3431	3586	3742
Appointing Officer	2498	2654	2808	2965	3121	3276	3431	3586	3742
Administrative Support I	2407	2522	2637	2751	2867	2981	3095	3209	3324
Accounting Officer	2762	2914	3066	3219	3370	3522	3674	3826	3979

SCHEDULE 1 - WAGE RATES

SALARY GRID, APRIL 1, 2011 (3% increase)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LSI
Legal Services Officer	3538	3787	4037	4287	4538	4787	5038	5288	5538
Taxation Officer	3402	3642	3884	4125	4365	4605	4846	5087	5328
Certificate Management Officer	3402	3642	3884	4125	4365	4605	4846	5087	5328
Collection Officer & Client Agent	2812	2973	3134	3296	3457	3617	3780	3941	4102
Administrative Assistant	2940	3157	3373	3589	3806	4022	4237	4453	4670
Secretary I	2757	2914	3072	3230	3388	3546	3704	3861	4019
Administrative Support II	2573	2734	2892	3054	3215	3374	3534	3694	3854
Appointing Officer	2573	2734	2892	3054	3215	3374	3534	3694	3854
Administrative Support I	2479	2598	2716	2834	2953	3070	3188	3305	3424
Accounting Officer	2845	3001	3158	3316	3471	3628	3784	3941	4098

LETTER OF UNDERSTANDING

BETWEEN

LEGAL AID SOCIETY

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Review of Excluded Positions

The parties agree to establish a Joint Union-Management Committee, consisting of two (2) members of the Union and (2) representatives of the Employer to review the placement of Employees currently outside the bargaining unit to determine if any should properly be placed in the bargaining unit.

The Committee shall be established within 45 days of ratification and complete the review by December 31, 2010.

The positions to be reviewed will be identified by AUPE.

The Committee will have the authority to recommend the placement of currently excluded Employees into the bargaining unit. All recommendations will be by consensus. Where a consensus cannot be achieved, the Union may pursue a determination application to the Alberta Labour Relations Board.

ON BEHALF OF THE EMPLOYER

ON BEHALF THE UNION

Jacqueline Schaffter
President & CEO
Legal Aid Society of Alberta

Guy Smith
President
Alberta Union of Provincial Employees

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN

LEGAL AID SOCIETY

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Compressed Hours of Work Local 118/018-019

The parties to this Collective Agreement agree to the following:

Hours worked are based on thirty-five (35) hour work week pursuant to Article 8.01, Hours of Work. Employees will work 7 hours and 50 minutes each day. Each day worked will be computed as 7.8 hours worked. Employees working the compressed work week shall be scheduled daily hours of work during normal business hours (8:00 am to 5:00pm). Hours to be worked shall be scheduled so as to allow one earned day off, approximately every ten (10) days of work, provided the required hours have been accumulated in the Employee's Earned Day Off bank and the earned day off shall be taken within the two week period in which it is earned (i.e. work nine (9) days with one (1) day off within the ten (10) day period).

When scheduling Employees to work a compressed work week Article 8.03 may be amended so that an Employee is granted a meal period of forty (40) minutes at approximately the mid-point of each work period the exceeds four (4) hours. Such meal period shall be without pay.

All entitlements (except bereavement and casual illness) will be based on 1 day = 7 hours. Employees may volunteer with the agreement of their supervisor to work additional days in anticipation of any deficit. Any deficits or accumulation of time shall be adjusted by January 31, of the following year. Where possible, Employee medical appointments under article 14.02 shall be scheduled on the Employee's Earned Day Off (EDO.)

This letter of Understanding will be in force until March 31, 2012 and will continue in force thereafter subject to the right of either party to cancel the Letter of Understanding on 6 months notice, after consultations between the parties.

This letter of Understanding will come into force after ratification on a date specified by management on at least 30 days notice to the Employees.

There shall be no loss or gain of entitlement as a result of this Letter of Understanding.

ON BEHALF OF THE EMPLOYER

ON BEHALF THE UNION

Jacqueline Schaffter
President & CEO
Legal Aid Society of Alberta

Guy Smith
President
Alberta Union of Provincial Employees

DATE: _____

DATE: _____

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

DATED AT Edmonton, Alberta THIS _____ DAY OF _____ 2010.

On Behalf of
Legal Aid Society of Alberta

On Behalf of
The Alberta Union of Provincial Employees

Witness

Witness