

MEMORANDUM OF AGREEMENT

With respect to the Collective Agreement

- between -

THE LEGAL AID SOCIETY
(hereinafter referred to as the "Employer")

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES on behalf of Local 118
Chapters 018 and 019
(hereinafter referred to as the "Union")

The Parties agree this Memorandum of Agreement including all other signed documents attached shall constitute full and final settlement of all proposals arising out of collective bargaining between the parties.

In addition to the items agreed to and signed between the parties as of January 24, 2020 (as attached) all other articles and letters of understanding and letters of agreement shall remain current.

The respective bargaining committees agree to recommend the terms of this Agreement to their principals and/or members for ratification.

This document and all other signed documents are subject to any necessary corrections that may be required to accurately reflect the understanding and conclusion of these conditions in collective bargaining.

Agreed to between the parties this 24th day of January 2020.

FOR THE EMPLOYER





FOR THE UNION





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ARTICLE 3
UNION MEMBERSHIP AND PAYMENT OF DUES

CURRENT 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.

CURRENT 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.

ARTICLE 4
UNION REPRESENTATION & EMPLOYER - EMPLOYEE UNION RELATIONS

4.03 A Union Steward may, at the request of an Employee, accompany or represent them in the processing of a grievance, during the presentation of any disciplinary action, or for an investigative meeting which may lead to disciplinary action.

An Employee who is to attend a meeting for the presentation of disciplinary action or for an investigative meeting that may lead to disciplinary action shall be notified of the time and place of the meeting with reasonable advance notice, which shall not be less than twenty-four (24) hours unless otherwise mutually agreed upon. If desired by the Employee, they may have a Union Representative or Union Steward of their choice accompany them.

ARTICLE 17
GROUP INSURANCE BENEFITS

17.01 ~~The Employer will provide the following group insurance and other benefits with premiums therefore being paid seventy-five percent (75%) by the Employer and twenty-five percent (25%) 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:~~

~~Effective the first pay period following the Date of Ratification of the agreement, the~~ The Employer will provide the following group insurance and other benefits with premiums therefore being paid eighty percent (80%) by the Employer and twenty percent (20%) 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 two

hundred thousand dollars (\$200,000.00).

- (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. Deductible is \$25.00 each benefit year for each person, up to a maximum of \$25.00 per family.
 - (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 and supplies, 100% of the cost of hospital accommodation, medical services and equipment 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 "Your Group 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 five hundred dollars (\$500.00) shall be annually allocated by the Employer to the Health Benefits Spending Account for each Employee eligible for benefits.~~

~~Effective April 1, 2018, a~~ A sum of eight hundred dollars (\$800.00) 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.~~
- ~~Effective the first pay period following the Date of Ratification, the The Employer shall deposit for each participating Employee an amount equal to seven (7%) 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 26
LEAVE WITHOUT PAY

- NEW 26.03 (d) **Domestic Violence Leave**
- (i) **An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.**
 - (ii) **Alternatively, an Employee may access applicable leaves of absence or banks such as sick leave, personal leave, or witness duty leave.**
 - (iii) **Personal information concerning domestic violence will be kept confidential by the Employer.**
 - (iv) **When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.**
 - (v) **Employees may be required to submit satisfactory proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a copy of a court order, or documentation from a doctor, a family violence support service, a police officer, or lawyer.**

ARTICLE 40
TERM OF AGREEMENT

AMD 40.01

This Collective Agreement shall take effect as of April 1, 2017 **2019** and shall remain in full force and effect until ~~March~~ **December 31, 2019 2020** and from year to year thereafter unless notice is served by either party pursuant to the Labour Relations Code.

SCHEDULE 1 - WAGE RATES
Effective April 1, 2017

Effective April 1, 2019 – 0% increase

Effective April 1, 2020 – 0% increase

* Classifications for which the rate of pay will be determined by arbitration as per LOU#1

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LSI
Administrative Support I	\$2,756	\$2,888	\$3,020	\$3,152	\$3,283	\$3,413	\$3,545	\$3,675	\$3,895
Administrative Support II	\$2,861	\$3,039	\$3,215	\$3,396	\$3,574	\$3,752	\$3,929	\$4,107	\$4,353
Administrative Assistant	\$3,269	\$3,511	\$3,750	\$3,991	\$4,232	\$4,472	\$4,711	\$4,952	\$5,250
Appointing & Payment Officer	\$3,282	\$3,470	\$3,659	\$3,849	\$4,036	\$4,223	\$4,414	\$4,601	\$4,877
Assessment Officer*	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Certificate & Tariff Officer Existing employees*	\$3,782	\$4,050	\$4,319	\$4,586	\$4,853	\$5,120	\$5,388	\$5,656	\$5,996
Certificate & Tariff Officer New hires following ratification date*	\$3,374	\$3,549	\$3,736	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,348
Financial Analyst 1	\$3,782	\$4,050	\$4,319	\$4,586	\$4,853	\$5,120	\$5,388	\$5,656	\$5,996
Computer Technician I	\$3,992	\$4,273	\$4,557	\$4,839	\$5,119	\$5,403	\$5,684	\$5,967	\$6,325
Computer Technician I.5	\$4,191	\$4,487	\$4,784	\$5,080	\$5,375	\$5,672	\$5,969	\$6,266	\$6,642
Computer Technician II	\$4,932	\$5,180	\$5,428	\$5,677	\$5,925	\$6,175	\$6,420	\$6,669	\$7,069
Contact Centre Intake Officer Existing employees*	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Contact Centre Intake Officer New hires following ratification date*	\$3,374	\$3,549	\$3,736	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,348
Courthouse Intake & Assessment Officer*	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Legal Assistant (Grandfathered)	\$3,448	\$3,614	\$3,777	\$3,987	\$4,199	\$4,408	\$4,620	\$4,831	\$5,121
Legal Services Officer & Discretionary Coverage Officer	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Operational Resource Developer	\$4,191	\$4,487	\$4,784	\$5,080	\$5,375	\$5,672	\$5,969	\$6,266	\$6,642

LETTER OF UNDERSTANDING #1
BETWEEN
LEGAL AID SOCIETY
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Classification Arbitration

1. Whereas the Employer has made the following classification changes:
 - (a) NEW CLASSIFICATIONS:
 - (i) Contact Centre Intake Officer (CCIO)
 - (ii) Courthouse Intake & Assessment Officer
 - (iii) Assessment Officer
 - (b) DELETED CLASSIFICATION:
 - (i) Appointing and Payment Officer
 - (ii) Legal Services Officer (LSO) and Discretionary Coverage Officer
 - (iii) Legal Assistant (Grandfathered)
 - (c) ALTERED CLASSIFICATION:
 - (i) Certificate and Tariff Officer (CTO);
2. And whereas the parties are not in agreement on the appropriate rates of pay for the new and altered classifications;
3. Therefore, the parties agree that the rates of pay for the new and altered classifications shall be decided by Deborah Howes, acting as a single arbitrator.
4. The Employer shall disclose to the Union the position descriptions and qualifications for the following out of scope positions:
 - (a) Legal Assistant
 - (b) Justice Navigator
 - (c) Indigenous Courthouse Worker
5. The arbitrator shall determine the rates of pay for the new and altered classifications.
 - (a) The decision of the arbitrator shall be in accordance with the following condition:
 - (i) The maximum wage at the top of the salary range for the new classifications shall not exceed the current Step 8 for LSO.
 - (ii) The maximum wage at the top of the salary range for the altered classification shall not exceed the current Step 8 for CTO.
 - (b) The decision of the arbitrator shall be final and binding on both parties.
6. Employees in the CTO and CCIO classifications whose rate of pay is at Step 6 or above on the salary grid as of the date of ratification of this agreement, shall have their wage frozen until the time of the award of the arbitrator. Upon the award of the arbitrator:
 - (a) An employee whose current rate does not exceed the maximum rate (excluding Long Service Increment) as determined by the arbitrator

shall be placed on the new grid at the step whose rate is closest to, but not less than, the current rate of pay.

- (b) An employee whose current rate of pay is lower than the appropriate rate as determined by the arbitrator shall be paid the new rate of pay retroactive to the date of ratification.
 - (c) An employee whose current rate of pay is greater than the maximum rate (excluding Long Service Increment) as determined by the arbitrator shall be frozen until the maximum step of the appropriate classification (excluding Long Service Increment) exceeds the employee's current rate of pay. At that time, the employee will be placed on the maximum step of the new or altered classification. Each year, employees frozen over range will receive a lump sum equivalent to the negotiated increase, payable on the first pay period in January.
7. The parties are further agreed that the Employer shall provide reasonable supports to employees to successfully transition into their new classifications.

LETTER OF COMMITMENT
BETWEEN
LEGAL AID SOCIETY
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

Severance Pay

1. The following Employees are eligible for severance pay:
 - (a) All former Legal Services Officers (LSO) who have been reclassified as Contact Centre Intake Officers (CCIO) and whose current rate of pay as of the date of ratification of the collective agreement falls at step 6 or above on the current LSO grid;
 - (b) All former Legal Services Officers who have accepted a permanent position as a Courthouse Intake & Assessment Officer (CIAO) or Assessment Officer (AO) and whose current rate of pay as of the date of ratification of the collective agreement falls at step 6 or above on the current LSO grid;
 - (c) All current Certificate & Tariff Officers (CTOs) whose current rate of pay as of the date of ratification of the collective agreement falls at step 6 or above on the current CTO grid;
 - (d) All former Appointing & Payment Officers who were reclassified as Contact Centre Intake Officers (CCIOs); and
 - (e) Legal Assistant (Grandfathered).

2. Eligible Employees agree to resign from Legal Aid Alberta in exchange for a voluntary severance payment depending on their years of service as of March 31, 2020 and as outlined below.
 - (a) Employees who elect to resign in exchange for severance pay, must advise the Employer no later than 10:30 am on March 9, 2020.
 - (b) The effective date of separation would be determined by the Employer and would fall between the period of April 6, 2020 and June 30, 2020.
 - (c) Former Appointing and Payment Officers reclassified as Contact Centre Intake Officers will be the first group to depart (with a minimum notice period of two weeks).
 - (d) The next group to depart will be former Legal Services Officers reclassified and working as Contact Centre Intake Officers. As end dates are selected by the Employer, these employees will be offered end dates (with a minimum notice period of two weeks). If more individuals express interest for a date than there are spots available, more senior employees will depart. If fewer individuals express interest for a date than there are spots available, the most junior employees will depart.
 - (e) The end dates for departing Certificate & Tariff Officers, Courthouse Intake & Assessment Officers or Assessment Officers will be determined by management (with a minimum notice period of two weeks).

3. The amount of severance pay (before income tax) shall be as follows:

Years of service	Weeks of Pay at Regular Rate
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 – 18	43
19 - 24	46
25 – 29	49
30+	52

4. The calculation is based on the regular base salary as of March 31, 2020 (i.e. annual base salary divided by 52=regular weekly rate). Group RRSP contributions, overtime or lieu time, outstanding vacation entitlement or Earned Days Off will not be included in the calculation.
5. All group insurance benefits including life, disability, extended health and dental will be discontinued effective the end date of employment.

Whereas the Alberta Union of Provincial Employees, Local 118 Chapters 018 and 019 (hereinafter referred to as the "Union") and Legal Aid Society (hereinafter referred to as the "Employer") are negotiating a replacement collective agreement; and whereas the Parties exchanged opening proposals on May 6, 2019, respecting the negotiation of a collective agreement between the Parties; and whereas neither the Union nor the Employer opened the following Articles, the Union and the Employer now agree to renew as "Current Agreement" such Articles as follows:

Preamble

Article 5 Management Rights

Article 7 Acting Incumbent

Article 10 Worker's Compensation Supplement

Article 13 Grievance Procedure

Article 22 Training and Education Leave

Article 24 Court and Jury Leave

Article 30 Notice of Resignation

Article 37 General Conditions for Extended Absences

Article 41 Employee Management Advisory Committee

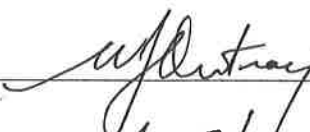
Article 42 Christmas Leave

Article 43 Joint Work Site Health & Safety Committee


The Union and the Employer further agree that, where required, consequential amendments shall be made to the above-mentioned Articles as a result of any changes, modification and/or amendments arising from the subsequent negotiations of, and the subsequent agreements reached of those Articles and Letters of Understanding opened by either the Union or the Employer during this round of collective bargaining

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: May 7/19




DATE: May 7/19


- 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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: May 7/19



DATE: May 7/19

The parties agree on clauses 3.01, 3.03, and 3.07. The Union proposals for clauses 3.02 and 3.04 are still outstanding.

The parties agree on the following clauses:

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 [Outstanding]
- 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 [Outstanding]
- 3.05 **The Union shall advise the Employer of the union dues rate in the form of a percentage multiplied by base salary times hours worked, exclusive of overtime, premiums and differentials.**
- 3.06 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.
- 3.07 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.

Along with the remittance of dues, the Employer shall provide the Union with a computerized monthly list identify the following information for each employee:

- **Employee's name**
- **Work location**
- **Department**
- **Start date**
- **Form of address**
- **Employee number**
- **Last known home mailing address**
- **Amount of union dues deducted**
- **Pay rate**
- **Classification where normally assigned**

New employees and employees who will become inactive the following pay period will be identified on this list.

The parties agree on clauses 4.01, 4.02, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, and 4.10. The Union proposal for clause 4.03 is still outstanding.

The parties agree on the following clauses:

ARTICLE 4
UNION REPRESENTATION & EMPLOYER - EMPLOYEE UNION 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 **in writing, on a semi-annual basis**, of the names of the Union Stewards **before they are recognized as Union Stewards.**
- 4.02 ~~The designated Union Representative shall have reasonable access to the Employer's premises for the purpose of administering the Collective Agreement subject to prior notice to the appropriate Director or designate.~~
- [TO 4.06]
- Union Stewards shall be Employees of the Employer. Members of the Union Executive shall also be recognized as Union Stewards. The Union Executive, Stewards, and union members shall also have the right to have the assistance of an Alberta Union of Provincial Employees staff representative.**
- 4.03 [Outstanding]
- 4.04 ~~The Employer will provide to the Union a specific storage location on its premises for the placement of Union literature.~~
- [TO 4.10]
- [FROM 6.01] One Union Steward or one Member of the **Union 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 of the Grievance Procedure prior to Arbitration or for informal discussions prior to a formal Grievance.
- The Employer agrees that Union Stewards shall not be hindered, coerced, or interfered with in any way in the performance of their function, while investigating disputes and representing Employees as provided in the Article.**
- The Union understands and agrees that each Union Steward is employed to perform work for the Employer and that they will not leave their work during the working hours except to perform duties as provided in this Agreement. Therefore, no Union Steward or member shall leave their work without obtaining the permission of their manager or designate. Such permission shall not be unreasonably withheld.**
- Union Stewards shall not suffer any loss in pay for time spent performing their duties as provided in this Collective Agreement.**
- 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.
- Except as otherwise provided in this Collective Agreement, an Employee (or their alternate) who is a member and is required to attend**

ARTICLE 6
TIME-OFF FOR UNION BUSINESS

- 6.01 Time-off for union business, without pay, shall be provided to Union Members on the following basis:
- (a) Members of the Negotiating Committee, not to exceed two (2) Employees from the Edmonton office, and one (1) from the Calgary Office for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement.
 - (b) For preparation for negotiations, members of the Negotiating Committee plus alternates, not to exceed a total of five (5) employees absent at the same time.
 - (c) For Official Union Business other than direct negotiations, preparation for negotiations, meetings with the Director, Human Resources or designate, Employees elected to a full-time position with the Union or any body with which the Union is affiliated, or Employees selected for a staff position with the Union or any body with which the Union is affiliated, not more than two (2) Employees from the Calgary office and not more than four (4) from the Edmonton office may be absent for Union Business at the same time.
- 6.02 For time-off under Clause 6.01, 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.
- 6.03 For time-off under Clause 6.01, and for leaves of 30 consecutive calendar days or less, the Employer will grant the leave of absence with pay and invoice the Union for Employee's salary plus a twenty (20%) percent benefit reimbursement fee. For leaves of more than thirty (30) consecutive calendar days, Article 37 shall apply and the Employee will cease to be entitled to any benefits under the Collective Agreement for the duration of their leave.
- 6.04 Employees who are elected to a full-time position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of up to two (2) years. Notice for such leave shall be as soon as possible, but not less than one (1) month in advance. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain during such leave.

ARTICLE 8
HOURS OF WORK & EARNED DAYS OFF

- 8.01 The normal hours of work for Employees covered by this Collective Agreement are thirty-five (35) hours of work per week on the basis of seven (7) hours daily, Monday through Friday between the hours of 8:00 am and 5:00 pm.
- 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 (or less if mutually agreed to in relation to a compressed work week) 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.
- 8.04 Due to unique and ongoing operational support requirements during normal hours of work, the Bargaining Unit positions within the Information Technology group are required to continually work a standard work week of 7 hours per day, Monday through Friday, and therefore not subject to the provisions in Article 8.05, 8.06, 8.07, 8.08 and 8.09.
- 8.05 Based on working an additional thirty (30) minutes each working day with an unpaid meal period of forty-five (45) minutes at approximately the mid-point of each work period that exceeds four (4) hours, Employees will be allowed an Earned Day Off (EDO) or partial EDO. Each work day shall be computed as seven point five (7.5) hours worked.
- 8.06 Hours to be worked shall be scheduled so as to allow one Earned Day Off (EDO) approximately every fifteen (15) days of work, provided the required hours have been accumulated in the Employee's Earned Day Off bank.
- 8.07 Management shall designate when EDOs are taken and which employees are off on any given EDO. Management shall provide notice of scheduled EDOs at least three (3) weeks in advance unless otherwise mutually agreed. Once scheduled, EDOs shall not be changed except by mutual agreement between the Employee and the Employer. The EDO shall be taken whenever possible within the three (3) week period in which it is earned (i.e. work fourteen (14) days with one (1) day off within the fifteen (15) day period) subject to the following provisions:
- (a) EDOs shall be scheduled to be taken within a given department or business unit in conjunction with a weekend at least once in each thirty (30) work days.
 - (b) EDOs may be scheduled on the days of the week other than those described in (a) by the Employer or by mutual agreement

The Union and the Employer now agree to renew as "Current Agreement" such Articles as follows:


Article 9 – Overtime

Article 11 – Probationary Period

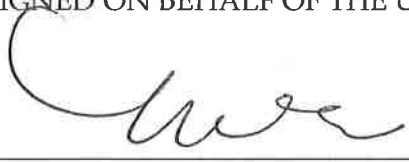
The Union and the Employer further agree that, where required, consequential amendments shall be made to the above-mentioned Articles as a result of any changes, modification and/or amendments arising from the subsequent negotiations of, and the subsequent agreements reached of those Articles and Letters of Understanding opened by either the Union or the Employer during this round of collective bargaining

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct. 29/19



DATE: Oct. 29/19

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
- (a) If an Employee is ill at work he shall advise his supervisor before leaving work and if he works for one (1) hour in a half day that he is absent, 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.
 - (b) If an Employee 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.
 - (c) If an Employee requires time off for the purposes of taking a family member to an appointment with a dentist, medical doctor, optometrist, registered physiotherapist or registered psychologist, such time off with pay may be granted and scheduled in advance. Such time away from work will be charged against the Employee's casual illness entitlement in half day increments. Such authorization shall not be unreasonably denied.
- 14.03 No leave with pay for casual illness will be provided in the first month of employment. Thereafter during the remainder of the probationary period, leave with pay shall be earned at the rate of one (1) day or seven (7) hours per month. Following successful completion of the probationary period, for the remainder of the first year of employment, the employee shall be eligible for casual illness to a maximum of ten (10) work days or seventy (70) work hours of casual illness leave with pay for the entire first year of employment.
- 14.04 An Employee in his second and subsequent year of employment shall be eligible for a maximum of ten (10) work days or seventy (70) work hours 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

AMENDED – REPLACING SIGN-OFF DATED JUNE 12, 2019

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)~~ **seven (7)** calendar days and seventy (70%) percent of normal salary for the next ~~seventy-six (76)~~ **eighty-three (83)** 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 due to General Illness in excess of ninety (90) consecutive calendar days (including non-consecutive day absences due to General Illness that occur

CURRENT

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.
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 - (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.
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 - (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.

ARTICLE 16
PROOF OF ILLNESS


- AMD 16.01 ~~An Employee claiming Casual Illness may be required to provide satisfactory proof of illness. Employees claiming Casual Illness shall not normally be required to provide proof of illness. In those instances where proof of illness is required, the Employee shall be notified by a Manager of this requirement and will be provided with written reasons why proof of illness is required. When directed by a Manager to obtain such proof, the Employee shall be advised of the requirement prior to their return to work.~~
- 16.02 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 as satisfactory proof of illness.
- 16.04 In any circumstances where the Employer requires a report from the attending Physician as satisfactory proof of illness and there is a fee for such report, that fee will be paid by the Employer.
- 16.05 Any documentation required to provide satisfactory proof of illness shall be handled in strict confidence.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Dec 4 / 2019



DATE: Dec 4 / 2019

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 five (5) full years of service, shall receive twenty (20) work days' vacation;
 - (c) an Employee who has completed ten (10) 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.

AMD 20.02 As far as is possible, Employees shall be granted their choice of vacation periods. **The Employer shall release the vacation planner by January 15, accompanied by a seniority list and applicable rules for vacation requests.** Where an Employee submits his vacation preference by February 1 of that year, for vacation time to be taken at some point between April 1 of the same year and March 31 of the following year, the Employer shall indicate approval or disapproval of that vacation request in writing by February 28 of the same year. Where there is a dispute regarding preference for time that a vacation is to be taken, Seniority based on classification within the respective work location (Edmonton, Calgary) shall be the determining factor.

- AMD 20.03 During the period of June 15 to September 15
- (a) Preference will be given to consecutive blocks of five (5) or more days over single day requests. **Requests for fewer than five (5) days may also be granted, subject to operational requirements.**
 - (b) Where there is a dispute regarding preference for time that vacation leave is to be taken, seniority based on classification within the respective work location (Edmonton, Calgary) shall be the determining factor for a maximum of 3 weeks (15 days) vacation leave per employee.
 - (c) Subject to operational requirements the Employer shall make every reasonable effort to grant at least ten (10) consecutive work days of annual vacation entitlement to each Employee.

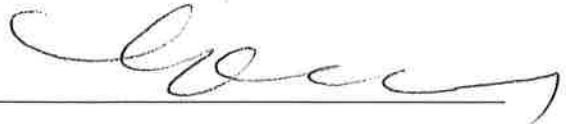
ARTICLE 21
BEREAVEMENT LEAVE

- 21.01 (a) A leave of absence of up to five (5) working days with pay shall be granted in the event of the death of a member of the Employee's immediate family. Immediate family means any of the following relations of an Employee or Employee's spouse or benefit partner: parents (including step-parents and foster parents), guardian, ward, parent-in-law, grandparent, grandchild, son, daughter, step-child, foster child, brother, sister or the husband or wife of any of the above.
- (b) A leave of absence of one (1) working day with pay shall be granted in the event of the death of a relative or person known to the Employee and not already covered above for the purposes of attending the funeral or memorial service.
- (c) 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(b).

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION





DATE: _____

Oct 30/19

DATE: _____

Oct 30/2019

(62) weeks during the seventy eight (78) weeks after the child is placed with the adoptive parent for the purposes of adoption.

- (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. Two (2) Employees working for the same employer may combine parental leave for a maximum of sixty two (62) 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' 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 wished 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 Benefits during Maternity/ Parental/ Adoption 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~~ a pre-authorized debit form for the expected period of leave.

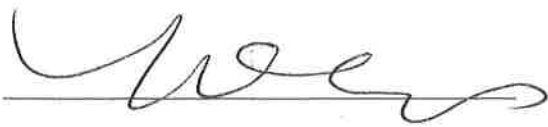
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SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct 29/19



DATE: Oct. 29/19

done

The parties agree on the clauses below, with the exception of 26.03 (d), on which the employer has a proposal outstanding regarding unpaid domestic violence leave.

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.
- 26.02 If the Employee elects to maintain insurance benefits during any unpaid leave described in 26.03 below, the Employee will be responsible for paying one hundred percent (100%) of the respective benefit premiums for any leave of absence in excess of thirty (30) consecutive calendar days.
- 26.03 The Parties agree to provide the following unpaid job-protected leaves of absence in accordance with the Alberta Employment Standards Code:
- (a) Compassionate/Terminal Care Leave
- (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative, when the Employee ceases to provide care for the qualified relative, or after twenty seven (27) weeks of leave, whichever is earlier.
- (ii) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.
- (iii) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
- (b) Critical Illness Leave
- (i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to leave of absence without pay or benefits:
- for a period of up to thirty six (36) weeks to care for their critically ill child; or,
 - for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
- (ii) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for

union *July*
14

The parties agree on the clauses below, with the exception of 27.03, on which the ~~employer~~ has a proposal outstanding regarding paid domestic violence leave.

ARTICLE 27

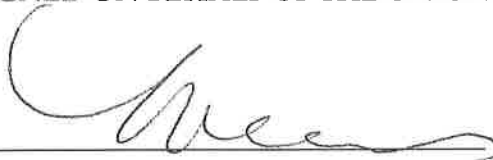
LEAVE WITH PAY

- 27.01 The Director Human Resources 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 unpredictable reasons which require the Employee's urgent 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.
- 27.03 (Outstanding)

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION





DATE: Oct 30/19

DATE: Oct. 30/2019

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. **There shall be only one (1) personnel file for each Employee.**

29.02 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.

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 ~~shall~~, after ~~twenty-four (24)~~ **eighteen (18)** months of continuous service from the date of the disciplinary action was invoked, **have the record of such action deemed removed from the employee's personnel file**, Such ~~request will be granted~~ providing:

- (a) the Employee's personnel file does not contain any further record of **similar or greater** disciplinary action during that ~~twenty-four (24)~~ **eighteen (18)** month period, and
- (b) the disciplinary action is not the subject of an unresolved grievance.


29.06 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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: July 10/19



DATE: July 10/19


- 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 Where an Employee applies for and accepts an appointment to a lower paid classification, the salary of the Employee shall be placed within the range of the new classification at the closest level at or below the Employee's existing salary.
- 31.10 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.
- 31.11 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.
- 31.12 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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: May 7/19



DATE: May 7/19

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 regularly scheduled hours. Part-time Employees are not eligible for Earned Days Off (EDOs).
- 33.03 During a week where a Paid Holiday falls, an Employee's scheduled hours of work for that week may be adjusted based on operational requirements and provided that the Employee is granted a minimum of 30 days written notice.
- 33.04 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.
- 33.05 Part-Time Employees covered by this Agreement shall receive a meal period of between thirty (30) minutes and one (1) hour, as mutually agreed to by each Employee and Employer, at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay.
- 33.06 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.
- 33.07 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.
- 33.08 In lieu of Article 20, Annual Vacation Leave, a Part-Time Employee shall receive annual vacation based on a pro-rata basis.
- 33.09 Salary increments as outlined in Article 25 shall be awarded to Part-Time Employees on the same basis as Full-time Employees. Pay ranges and salary increments shall be prorated for Part-Time Employees.

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 33.04 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, Article 29 - Personnel File, Article 32 - Reimbursement for Business Related Expenses, and Article 40 - Term of Agreement.
 - (h) Casuals may apply for positions posted under Article 31 and will be considered in accordance with Article 31.04.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Oct 30 / 19



DATE: Oct. 30 / 2019

ARTICLE 36
PRINTING & DISTRIBUTION 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 the Union.
- 36.02 Each party further agrees to pay the full cost of printing additional copies that they order.
- 36.03 **The printing of the Collective Agreements will be processed at AUPE Headquarters.**
- 36.04 **A copy of the Collective Agreement shall be provided to each Employee by the Union.**

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION





DATE: June 12, 2019

DATE: June 12, 2019


ARTICLE 39

NO DISCRIMINATION OR HARASSMENT/RESPECTFUL WORKPLACE POLICY


- 39.01 **The Employer, Union and Employees are committed to providing a safe and positive work environment where everyone is treated with dignity and respect, and are therefore committed to creating and maintaining a workplace free of discrimination, harassment, bullying or violence.**
- The Employer and the Union agree that there shall be no discrimination by reason of race, age, colour, ancestry, place of origin, religious beliefs, political affiliation or activity, source of income, sexual orientation, gender, gender identity, gender expression, marital status, family status, physical or mental disability, nor by reason of membership, non-membership or activity in the Union.
- 39.02 The Parties recognize that the Employer has issued a Respectful Workplace Policy, an Occupational Health & Safety Policy, and a Violence Prevention 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, work place harassment personal harassment and work place conflict.
- 39.03 **Harassment means any single incident or pattern of objectionable or unwelcome conduct, comment, bullying, or action by a person that the person knows, or ought reasonably to know, would cause offence or humiliation to an Employee, adversely affect the Employee's health and safety, or cause or is likely to cause physical or psychological harm.**
- 39.04 **A complaint of Discrimination, Workplace Harassment, Workplace Bullying or Workplace Violence shall be submitted to the Employer. The Employer shall conduct an investigation and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.**
- 39.035 Nothing in this Article prevents an Employee from filing a complaint under the appropriate legislation or a grievance under Article 13.
- 39.06 **The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of harassment or discrimination.**

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: Sep 9/19



DATE: Sept. 9/19

Edmonton, AB T5J 4S7

40.06

In the event that any law passed by the Government of Alberta or Canada renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the terms of the agreement.


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

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: July 10 / 19



DATE: July 10 / 19