



# **THE COLLECTIVE AGREEMENT**

**BETWEEN THE  
LEGAL AID SOCIETY**

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 118  
CHAPTERS 018 & 019**

**April 1, 2019 – December 31, 2020**

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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 Code ("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 in a manner that is just and equitable, the Employer and the Union agree:

ARTICLE 1  
DEFINITIONS

- 1.01 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive;
- 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 CEO/ President 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 and the Voluntary Recognition Agreement.
- 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:  
Monthly Salary X 12 divided by 1820 hours
- 1.08 "Day of Rest" means a Saturday, Sunday, or Paid Holiday.
- 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 their 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:
- (a) is hired to work on an on-call basis and is not regularly scheduled to work; or
  - (b) is scheduled for a period of four (4) months or less for a specific job; or

- (c) relieves for absences the duration of which is four (4) months or less.
- 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

### UNION RECOGNITION AND RIGHTS

- 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. 37 - 2018 issued by the Labour Relations Board of Alberta on February 15, 2018, and the Voluntary Recognition Agreement BR 17300001 signed by the Employer and the Union on January 13, 2015, and hereby agrees to negotiate in accordance with the Labour Relations Code.
- 2.02 Employees shall be permitted to wear insignia representative of their Union during all hours of employment, provided their attire meets the appropriate standards for their position and location of employment.
- 2.03 No Employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives, which may conflict with the terms of this Agreement.
- 2.04 No Discrimination for Union Activity
- There shall be no discrimination against or intimidation of any Employee for reasons of Union membership or Union activity, or for the exercise of rights provided for in this Agreement or any law of Canada or Alberta.

## ARTICLE 3

### UNION MEMBERSHIP AND PAYMENT OF DUES

- 3.01 The Employer will deduct membership dues 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 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 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 identifying 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.

- 3.08 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 3.09 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

#### ARTICLE 4

#### UNION REPRESENTATION & EMPLOYER - 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 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 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.
- 4.04 One (1) Union Steward or one (1) Member of the Union Executive 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 this 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 meetings of a committee established by the Employer, shall be paid at the applicable rate of pay for attendance at such meetings.
- 4.06 The designated Union Representative shall have reasonable access to the Employer's premises for the purpose of administering the Collective Agreement, when negotiating or meeting with representatives of the Employer, when investigating an Employee's complaint or grievance at a mutually agreed upon time, or when requested, subject to prior notice to the appropriate Director of designate. Access will not be unreasonably denied.



Union meetings may be held on the Employer's premises outside of working hours with the approval of the appropriate Director or designate.

- 4.07 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. During the paid orientation for new Employees, a representative of the Union shall be provided a thirty (30) minute period to make a presentation regarding an introduction to the Union.
- 4.08 The Parties agree to include a copy of the collective agreement on their internal website.
- 4.09 The Employer will provide the Union with a bulletin board not exceeding 50cm X 60cm in the staff coffee room in each of the offices for the purpose of posting Union information for its Members. The Employer will also provide the Union with dedicated space on the Employer's intranet site for electronic posting of Union information for its members. All material must be approved by the appropriate Manager or designate prior to posting. Management will post approved information on the intranet site on behalf of the Union. Such approval shall be provided in a timely manner and shall not be unreasonably withheld.
- 4.10 The Employer will provide to the Union a specific storage location on its premises for the placement of Union literature.

#### 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 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.
- 6.05 Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, may be granted a leave of absence without pay for a period of up to two (2) years. 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 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, the Employee shall be paid a premium of five (5%) percent of their current salary in addition to their 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 their 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, the Employee shall be paid, in addition to their basic rate of pay, a premium in the amount of six (6%) percent of their current rate of pay for the full period worked.

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
  - (c) Where possible, Employee medical appointments under Article 14.02 shall be scheduled on the Employee's EDO.
- 8.08 All entitlements (except bereavement and casual illness) will be based on a one (1) day = seven (7) hours. Employees may volunteer with the agreement of the 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.
- 8.09 EDOs are recorded as seven (7) hours or a portion of seven (7) hours.

#### ARTICLE 9 OVERTIME

- 9.01 When overtime is required the Employer shall seek volunteers to work overtime prior to requiring an Employee to work beyond regular 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 their regular hourly salary for the first two (2) hours and double their regular hourly salary for any additional hours.
  - (b) for overtime worked on day(s) of rest at double their regular hourly salary.
  - (c) in lieu of their 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 their 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 their 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.
- 10.02 If, following certification by the Workers' Compensation Board that an Employee is able to return to their duties, the Employee does not return to their 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 their employment, unless the Employee subsequently demonstrates that special circumstances prevented the Employee from reporting.
- 10.03 If, following certification by the Workers' Compensation Board that an Employee is able to return to their duties, the Employee satisfies the Employer that by reason of the effects of the occupational injury the Employee is incapable of carrying out their 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 2 and not including Step 3 (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 a written progress report on their performance at approximately the mid-point of their probationary period.

ARTICLE 12  
DISCIPLINARY ACTION

- 12.01 No Employee shall be disciplined or discharged without just cause. The Employer will investigate allegations of misconduct in a timely fashion. With the exception of informal verbal counseling, notice of discipline shall be in writing and shall indicate the incident or incidents giving rise to the discipline. Such notices shall be issued with fourteen (14) calendar days of the Employer becoming aware of the incident giving rise to the discipline, except where documented circumstances warrant an extension. The Union will not unreasonably deny such extension.
- 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. Where a written record of discipline is placed in their personnel file, the Employee shall be given a copy of that record.
- 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 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, in accordance with Article 4.
- 12.04 An Employee's annual evaluation is developmental in its purpose and shall not be considered part of the disciplinary process. Informal verbal counseling and letters of expectation are not disciplinary in nature and should be reviewed during the annual evaluation.

ARTICLE 13  
GRIEVANCE PROCEDURE

- 13.01 A grievance is defined as a difference arising out of 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.
- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 13.01 except in cases of suspension or dismissal which may commence at Step 2; or
  - (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated, in writing, within ten (10) working days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or

- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) working days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within ten (10) working days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Differences shall be settled without stoppage of work or refusal to perform work as follows:

The Employee(s) concerned regarding a difference shall first seek to settle the dispute in an informal discussion with the Employee's Immediate Supervisor within ten (10) working days of first becoming aware of the occurrence giving rise to the difference.

#### 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 and signed by the grievor. 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 Director within ten (10) working days of the date of the informal discussion. The appropriate Director shall make their 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, the grievor 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 Director at Step 1. The President and CEO or designate shall render their decision to the grievor and the Union in writing within ten (10) working days of the receipt of the grievance by the president and CEO or designate.

#### Step 3

In the event that the reply at Step 2 is unsatisfactory to the grievor, the grievor 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 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 or the designated Union Representative.

- 13.03 (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 their grievance to the next Step.
- (c) The parties may extend any time limits by written mutual agreement.
- 13.04 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 Chairperson of the Arbitration Board. If they are unable to agree upon the choice of the Chairperson, either party may then request the Minister of Labour for the Province of Alberta to appoint a Chairperson.
- 13.05 The parties may, by mutual agreement, agree that there may be a single Arbitrator in lieu of a Board of three (3) Arbitrators.
- 13.06 Each party shall bear the expense of its respective appointee to the Arbitration Board and the parties shall equally bear the expenses of the Chairperson.
- 13.07 Any document required to be delivered to a representative of the Employer will be deemed to be received on the date it is delivered to the President and CEO or appropriate Director 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 (a) If an Employee is ill at work the Employee shall advise their supervisor before leaving work and if the Employee works for one (1) hour in a half day that the Employee is absent, such absence shall neither be charged against their casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which the Employee 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 the Employee has been given prior authorization by the Employer and the Employee works for one (1) hour in a half day that the Employee is absent for those purposes, such absence shall neither be charged against their casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which the Employee 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 a 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 their second and in each 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 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.
- 14.05 An Employee who is absent from work as set out in 14.01 shall communicate the reasons to their Supervisor no later than one (1) hour after commencement of the working hours of that Employee.
- 14.06 If an Employee is unable to provide notice as set out in 14.04 the Employee shall do so as soon as possible and provide a reasonable explanation.
- 14.07 If an Employee is absent without prior authorization and without notice in accordance with the terms of this Article, the Employee shall be considered following three (3) days of such absence to have abandoned their employment and deemed to have resigned, unless the Employee subsequently demonstrates that special circumstances prevented the Employee from reporting.

## 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 seven (7) calendar days and seventy (70%) percent of normal salary for the next 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 their entitlement for that year any general illness days for which the Employee is paid seventy (70%) percent of normal salary. If the Employee is during that year of employment again entitled to general illness, the Employee shall receive their 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 during a period 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 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.

ARTICLE 17  
GROUP INSURANCE BENEFITS

- 17.01 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 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 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 their 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 | Civic Holiday (1 <sup>st</sup> Monday in August) |
|     | Good Friday    | Labour Day                                       |
|     | Easter Monday  | Thanksgiving Day                                 |
|     | Victoria Day   | Remembrance Day                                  |
|     | Canada Day     | Christmas Day                                    |
|     | Family Day     | Boxing Day                                       |
- (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. Where the foregoing is not possible, it shall be scheduled on the last regular business day before Christmas closure.
- 19.02 When a day designated as a holiday in Clause 19.01 falls during either an Employee's regularly scheduled days of rest or during an Employee's annual vacation leave, and the Employee is not required to work, the Employee shall be granted paid holiday leave on the day observed as the holiday.
- 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. Where a request for leave on a religious holiday is approved, an Employee may utilize banked time or vacation time to cover the loss of pay.

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 their service, provided that when employment was commenced on or before the fifteenth (15th) day of any month, the Employee 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. 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 their 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.

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.

20.04 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.

20.05 Vacation earned during one vacation year shall be taken during the current or next following vacation year.

20.06 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.

- 20.07 Vacation entitlement will not be affected by casual illness nor will it be affected by less than thirty (30) consecutive calendar days general illness.
- 20.08 Vacation Leave may be taken in one continuous period or in separate periods.
- 20.09 (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, Human Resources.
- (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, Human Resources, 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 the Employee in the following year shall be correspondingly reduced.
- 20.10 Once vacations are authorized, they shall not be changed except by mutual agreement.
- 20.11 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) 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).

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 (2) 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 LEAVES

- 23.01 Maternity Leave
- (a) Entitlement

A pregnant Employee who has been employed for at least ninety (90) consecutive calendar days is entitled to maternity leave without pay. Maternity leave is a maximum of sixteen (16) weeks. The Employee will continue employment during the pregnancy unless the pregnancy interferes with the performance of their 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 their 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 thirteen (13) 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) Payment while on Leave

An Employee absent on a maternity leave shall be eligible for a top up to their Employment Insurance Benefits to a defined percentage of their regular salary for a period of 15 weeks as follows:



- (i) Top up to 95% of the Employee's regular salary for a period of 13 weeks.
- (ii) Top up to 80% of the Employee's regular salary for a period of 2 weeks.

#### 23.02 Parental/ Adoption Leave

##### (a) Entitlement

An Employee who has been employed for at least ninety (90) consecutive calendar days is entitled to parental leave as follows:

- (i) in the case of an Employee who has taken maternity leave, a maximum of sixty two (62) weeks commencing immediately following the last day of their maternity leave
- (ii) in the case of a parent who has not taken maternity leave, a maximum of sixty two (62) weeks during the seventy eight (78) weeks after the child's birth, or
- (iii) in the case of an adoptive parent, a maximum of sixty two (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 their intention to return from leave. If the Employee does not wish to return at the end of their leave, the Employee must give four (4) weeks' written notice of their intentions.
- (b) If an Employee wished to return from maternity leave less than six (6) weeks after the birth of their child, the Employee must provide a medical certificate indicating that the resumption of employment will not endanger their health.

#### 23.04 Benefits during Maternity/ Parental/ Adoption Leave

If the Employee elects to maintain their insurance benefits during any unpaid leave, the cost sharing in Article 17 will continue to apply. The Employee will complete a pre-authorized debit form for the expected period of leave.

ARTICLE 24  
COURT AND JURY LEAVE

- 24.01 When an Employee is subpoenaed as a Juror, as a Witness on behalf of the Crown or in a matter related to the execution of their duties, the Employee 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, the Employee shall be allowed leave without pay and any witness fee paid to the Employee shall be retained by the Employee.

ARTICLE 25  
RATES OF PAY AND SALARY INCREMENTS

- 25.01 The pay ranges for Employee Classifications are set forth in Schedule "1".
- 25.02 The amount of the annual increment shall be one step on the Salary Grid to the maximum of the range.
- 25.03 (a) Employees shall be granted an annual increment on their anniversary date. On completion of the Probationary Period, an Employee hired at step 1 or step 2 of their respective Salary Grid 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) 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. The Long Service Increment shall be six (6%) greater than step 8 of the Schedule 1 wage rates.

- 25.06 Should the Employer issue an overpayment of wages and/ or entitlements, the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements will be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period.

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, except 26.03(a), Compassionate/ Terminal Care Leave, 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. In the case of Compassionate/ Terminal Care Leave, if the Employee elects to maintain their insurance benefits during any unpaid leave, the cost sharing in Article 17 will continue to apply. The Employee will complete a pre-authorized debit form for the expected period of leave.
- 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 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.
- (c) Death or Disappearance of a Child Leave
  - (i) An Employee who has completed at least ninety (90) days of employment and is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty two (52) weeks.
  - (ii) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.
- (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.
- (e) Military Leave
  - (i) An Employee who has completed at least twenty six (26) weeks of employment and is a military Reservist shall be entitled to leave of absence without pay.

## 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.

## 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 lower classification in Schedule "1" 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 the Employee is recalled.
- 28.04 Following the expiration of the notice period, Employees are placed on a recall list and 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. The Employer will not hire new Employees to such classifications 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 twelve (12) months after the date the Employee was placed on the recall list.
- 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. There shall only be one (1) personnel file for each Employee.

29.02 The Employee will be given a copy of their annual evaluation and any other document respecting their performance or conduct, which is placed in their 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 shall, after eighteen (18) months of continuous service from the date the disciplinary action was invoked, have the record of such action deemed removed from the Employee's personnel file, providing:

(a) the Employee's personnel file does not contain any further record of similar or greater disciplinary action during that 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 their personnel file, the Employee shall be given a copy of that record.

### 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, Human Resources.

### ARTICLE 31

#### JOB POSTINGS, 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. The Employer may also simultaneously post any position openings within the Bargaining Unit externally. Appointments shall be made in accordance with Article 31.04.

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. They shall be given a trial period of forty (40) work days, during which time they 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, the Employee shall be returned to their 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 their 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 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 their former position by the Employer. For the first fifteen (15) work days, the Employee may at their request also return to their 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 their 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.

ARTICLE 32  
REIMBURSEMENT 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. The Rate Schedule shall not form part of the Collective Agreement, however in the event that an Employee's claim for expenses is denied, this denial is subject to the grievance procedure.
- 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 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 thirty (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 permanent Employees. Pay ranges and salary increments shall be prorated for Part-Time Employees.
- 33.10 In lieu of Article 19.01, 19.02 and 42.01, Part-Time Employees shall be administered as follows, if the day on which the Holiday is observed falls on a regularly scheduled working day for the Part-time Employees, holiday pay shall be based on the Part-time Employee's normally scheduled working hours.

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 – Union Recognition and Rights, 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 & Earned Days Off:
    - (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 their regular wage earnings, pay at five point two (5.2%) percent of their regular wage earnings, and for working on a paid holiday, pay at time and one-half their 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.

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 Registered Savings Plan - 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 22 Training and Education Leave
- Article 23 Maternity/Parental/Adoption Leave

Article 28 Layoff & Recall

Article 34 Terms and Conditions of Employment Applicable for 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.
- 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.

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 copy of their job description upon request. Newly hired Employees will be provided a copy of their job description 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 New Classifications

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 3.

38.04 Classification Reviews

An Employee or their Manager may request in writing to Human Resources that the allocation of their 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 3. Such appeal shall be made in writing within twenty-one (21) days after receipt of the decision.

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 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, workplace harassment, personal harassment and workplace 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.
- 39.05 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.

ARTICLE 40  
TERM OF AGREEMENT

- 40.01 This Collective Agreement shall take effect as of April 1, 2019 and shall remain in full force and effect until December 31, 2020 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. Any such agreed changes shall be in writing.
- 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 the Employee 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.
- Any notice required to be given shall be deemed to have been sufficiently served if personally delivered or sent by registered mail to:

In the Case of the Employer

President and Chief Executive Officer  
Legal Aid Alberta  
400, 10320 102 Avenue  
Edmonton AB T5J 4A1

In the Case of the Union

The President  
Alberta Union of Provincial Employees  
10451 170 Street  
Edmonton AB T5P 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 term 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 made in writing.

ARTICLE 41

EMPLOYEE MANAGEMENT ADVISORY COMMITTEE

- 41.01 The parties agree to establish an Employee Management Advisory Committee (EMAC) consisting of not more than six (6) persons, including two (2) Employees who shall represent the Employer, three (3) Employees (two (2) from Chapter 019 and one (1) from Chapter 018) who shall represent the union, and one (1) Union Representative.
- 41.02 Unless otherwise mutually agreed, EMAC shall meet on a quarterly basis (once every three months), at a mutually acceptable date and time. Members of the Committee shall normally receive a notice and agenda for the meeting at least fourteen (14) days in advance of the meeting.
- 41.03 The purpose of EMAC is to consider matters of mutual concern affecting the relationship of the Employer to its Employees with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 41.04 An Employer Representative and a Union Representative shall each be designated by their own side as a joint chairperson, and they shall alternate in presiding over meetings.
- 41.05 The Committee shall meet at the call of either chairperson.
- 41.06 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.



- 41.07 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.

ARTICLE 43  
JOINT WORK SITE HEALTH AND SAFETY COMMITTEE

- 43.01 (a) The Employer shall establish a Joint Work Site Health and Safety Committee for each worksite with greater than twenty (20) workers. The Joint Work Site Health and Safety Committee(s) shall be composed of worksite representatives:
- (i) For the Edmonton committee, representation to include three (3) representatives from the Union and no more than three (3) representatives from Management.
  - (ii) For the Calgary committee, representation to include one (1) representative from the Union and no more than one (1) representative from Management.
- (b) A Joint Worksite Health and Safety Committee shall have two (2) co-chairs, one (1) chosen by the Management representatives on the committee and the other chosen by the worker members on the committee.
- (c) This Committee shall meet at least quarterly, and in addition shall meet where deemed necessary by the committee co-chairs within ten (10) days of receiving a written complaint or concern regarding an occupational health or safety incident or matter. An Employee shall be paid at the applicable Rate of Pay for attendance at Committee meetings.

- (d) The purpose of the Joint Work Site Health and Safety Committee(s) is to consider matters arising with respect to Occupational Health and Safety in the workplace, and recommend corrective action, program changes or promote Health and Safety measures. The committee(s) will make recommendations to the Employer in that regard.
- (e) The Joint Work Site Health and Safety Committee will establish terms of reference consistent with the *Occupational Health and Safety Act* to include the following duties:
- (i) Assessing complaints regarding health and safety;
  - (ii) Identifying work site safety hazards, including regular inspections;
  - (iii) Developing and promoting measures to protect health and safety;
  - (iv) Cooperating with health and safety officers;
  - (v) Working with Legal Aid Alberta management to develop a health and safety program, including:
    - a health and safety policy;
    - identification of hazards;
    - emergency response plan;
    - statement of responsibilities for Legal Aid Alberta, supervisors and workers;
    - schedule and procedures for regular inspections;
    - health and safety procedures for involvement of third party employers;
    - health and safety orientation and training;
    - procedures for participating and investigating incidents, injuries and refusals to work;
    - procedures for reviewing existing health and safety program
  - (vi) Developing and promoting health and safety education programs;
  - (vii) Making health and safety recommendations to Legal Aid Alberta management;
  - (viii) Participating in work place investigations involving serious injuries and incidents;
  - (ix) Establishing committee rules and procedures for fulfilling the above duties
- (f) Minutes of each meeting shall be taken and shall be approved by the Committee prior to circulation.
- (g) The Joint Work Site Health and Safety Committee(s) shall also consider measures necessary to ensure the security and safety of each Employee while at work, be that on the Employer's premises, courthouse, institution, or other location.

- (h) The Employer has thirty (30) days to remedy issues identified by the Committee and must respond in writing to the Committee detailing the remedy. If the issue is not resolved satisfactory or the resolution exceeds the thirty (30) day period an Occupational Health and Safety Officer can be called.

43.02 The Employer shall have in place a comprehensive set of Occupational Health and Safety policies, including but not limited to harassment and working alone, which shall be reviewed annually by the Joint Work Site Health and Safety Committee(s).

# **SCHEDULE 1 - WAGE RATES**

**Effective April 1, 2019**

**Effective April 1, 2019 – 0% increase**

**Effective April 1, 2020 – 0% increase**

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

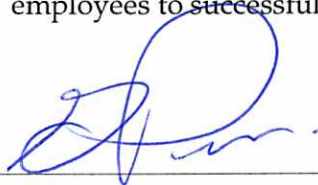
<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>LSI</b>
Administrative Support I	\$2,756	\$2,888	\$3,020	\$3,152	\$3,283	\$3,413	\$3,545	\$3,675	\$3,895
Administrative Support II	\$2,861	\$3,039	\$3,215	\$3,396	\$3,574	\$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
<del>Appointing &amp; Payment Officer</del>	<del>\$3,282</del>	<del>\$3,470</del>	<del>\$3,659</del>	<del>\$3,849</del>	<del>\$4,036</del>	<del>\$4,223</del>	<del>\$4,414</del>	<del>\$4,601</del>	<del>\$4,877</del>
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
<del>Legal Assistant (Grandfathered)</del>	<del>\$3,448</del>	<del>\$3,614</del>	<del>\$3,777</del>	<del>\$3,987</del>	<del>\$4,199</del>	<del>\$4,408</del>	<del>\$4,620</del>	<del>\$4,831</del>	<del>\$5,121</del>
<del>Legal Services Officer &amp; Discretionary Coverage Officer</del>	<del>\$3,933</del>	<del>\$4,211</del>	<del>\$4,488</del>	<del>\$4,766</del>	<del>\$5,045</del>	<del>\$5,323</del>	<del>\$5,602</del>	<del>\$5,879</del>	<del>\$6,233</del>
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

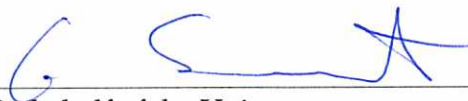
Classification Arbitration

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.



On behalf of the Employer



On behalf of the Union

March 3, 2020

Date

Feb 27, 2020

Date

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).

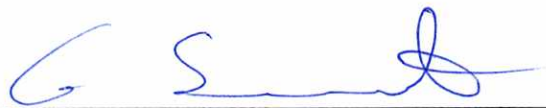
3. The amount of severance pay (before income tax) shall be as follows:

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.



On behalf of the Employer



On behalf of the Union

March 3, 2020

Date

Feb 27, 2020

Date



IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 27<sup>th</sup> day of February, 2020.

ON BEHALF OF LEGAL AID ALBERTA

  
\_\_\_\_\_

\_\_\_\_\_  
WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_

\_\_\_\_\_  
WITNESS