

**MEMORANDUM OF AGREEMENT**

**B E T W E E N:**

**LEGAL AID ALBERTA**

**-and-**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 118 CHAPTERS 018/019  
(THE UNION)**

1. The parties hereto agree to the terms of this Memorandum of Agreement as constituting full settlement of all outstanding issues.
2. The parties agree that the term of the Collective Agreement shall be from January 1, 2021, to March 31, 2024.
3. The parties further agree that the Collective Agreement shall incorporate all the terms of the previous Collective Agreement, which expired on December 31, 2019, including all matters settled and agreed to by the parties and attached hereto as Appendix "A".
4. All other issues or items in dispute for both parties are withdrawn.
5. The parties further agree that the amendments to the Collective Agreement shall be effective on the date of ratification by the parties, except as provided otherwise in this Memorandum of Agreement.
6. The undersigned representatives of the parties do hereby agree to recommend acceptance of all the terms of this Memorandum of Agreement to their respective principals.

7. The parties agree to meet on a mutually agreed to date for the purposes of proofreading a draft revised Collective Agreement incorporating the terms of this Memorandum of Agreement.

THIS AGREEMENT DATED THIS 21ST DAY OF JUNE, 2022.



For the Union



For the Union



For the Union



For the Union



For the Employer



For the Employer

For the Employer

For the Employer

The parties agree that the following articles are renewed as current language, in addition to those articles renewed as current language as indicated in Appendix A:

Article 5 Management Rights

Article 7 Acting Incumbent

Article 15 General Illness

Article 17 Group Insurance Benefits

Article 19 Paid Holidays

Article 20 Annual Vacation Leave

Article 21 Bereavement Leave

Article 24 Court and Jury Duty Leave

Article 25 Rates of Pay and Salary Increments

Article 26 Leave Without Pay

Article 28 Layoff and Recall

Article 32 Reimbursement for Business Related Expenses

Article 37 General Conditions for Extended Absences

Article 38 Job Classifications

Letter of Understanding #1 Classification Arbitration

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, **increasing to 1885 hours effective January 1, 2023.**
- 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, **and, effective January 1, 2023, are less than seven and one quarter hours per day (7.25) or thirty-six and one quarter (36.25 ) 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 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), **increasing effective January 1, 2023 to thirty-six and one quarter (36.25) hours of work per week on the basis of seven (7), increasing effective January 1, 2023 to seven and one quarter (7.25) 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.
- Effective January 1, 2023, a meal period of thirty (30) minutes 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.**
- The Employer shall approve Employee requests for an unpaid meal period of one (1) hour, and the Employee's scheduled hours shall be adjusted accordingly by mutual agreement. Once amended, such arrangements shall not normally be changed. Where an Employee is requesting to change meal break arrangements on a second or subsequent occasion, such requests shall provide the reason for the request and shall be made with reasonable advance notice. Such requests shall not be unreasonably denied by the Employer.**
- 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.
- Earned Days Off will not be available to any employee hired after the date of ratification; such employees will work a standard work week of 7 hours per day until December 31, 2022.**

- 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, **increasing, effective January 1, 2023, to seven and one quarter (7.25) 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.
- 8.10 (a) Earned Days off as described above in 8.05, 8.06, 8.07, and 8.09 will continue up to and including December 31, 2022. Earned days off will not be regularly scheduled past December 31, 2022. All banked EDO time not scheduled as paid time off by mutual agreement prior to March 31, 2023, shall be paid out.**
- (b) Effective January 1, 2023, Article 8.04, 8.05, 8.06, 8.07, 8.08 and 8.09 will be of no force and effect.**

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.

AMD 11.03 Probationary Employee's will be given a written progress report on their performance at approximately the mid-point of their probationary period.

**If the Employer has subsequent concerns that arise after the mid-point performance report, such Employees will be notified as soon as possible.**

NEW 11.04 **When Employees are terminated before the end of their probationary period, such Employees shall be given reasonable advance notice, which shall not be less than twenty-four (24) hours' notice, of a meeting to inform them as to their termination. If desired by the Employee, they may have a Union Representative or Union Steward of their choice accompany them.**

**The written notice of termination shall specify the reasons for such termination and shall be provided to the Employee and the Union.**

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 **and, if doing so must submit the grievance** 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 **and, if doing so must submit the grievance** 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 23  
MATERNITY/ PARENTAL/ ADOPTION LEAVES

AMD 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.

**A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced, such maternity leave shall commence on the date that the pregnancy ends.**

(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 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, **increasing to six (6) working days, effective January 1, 2023**, in total and shall not exceed two (2) consecutive working days and, when granted, shall be charged against the Employee's Casual Illness Entitlement. This Leave shall be with pay only where there is a Casual Illness Entitlement.

**27.03 Commencing January 1, 2023, full-time employees will be provided two (2) bonus days off with pay each calendar year. These days must be taken in the calendar year with no carry over being provided from one calendar year to the next. An employee may utilize the bonus days subject to operational requirements with fourteen (14) days' notice to the Employer except in such exceptional circumstances where it is not possible to give such notice. Bonus days shall be prorated for part-time employees based on full-time hour equivalency and not applicable to casual employees.**

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~~ **as soon as reasonably possible**.
- 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 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, **and effective January 1, 2023, to seven and one-quarter (7.25) hours in a day or thirty-six and one-quarter (36.25) 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, **and, effective January 1, 2023, shall not exceed seven and one-quarter (7.25) 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 40  
TERM OF AGREEMENT

- AMD 40.01 This Collective Agreement shall take effect as of ~~April 1, 2019~~ **January 1, 2021** and shall remain in full force and effect until ~~December 31, 2020~~ **March 31, 2024** 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~~ **10025 182 Street**  
~~Edmonton AB T5P 4S7~~ **Edmonton, AB T5S 0P7**

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.

AMD 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. **The Employer Representative attending should be authorized by the Employer to discuss any mutually agreed upon agenda items and if not resolved at the meeting the Employer will provide a formal and final response within twenty (20) business days.**

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.

AMD 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~~ **to amend this Collective Agreement. However, agenda items may involve discussion of current terms and conditions in the Collective Agreement, excluding any ongoing grievances.** 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.

**SCHEDULE 1 - WAGE RATES**  
**Effective January 1, 2020 – December 31, 2022**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LSI
Administrative Support I	\$2,756	\$2,888	\$3,020	\$3,152	\$3,283	\$3,413	\$3,545	\$3,675	\$3,895
Administrative Support II	\$2,861	\$3,039	\$3,215	\$3,396	\$3,574	\$3,752	\$3,929	\$4,107	\$4,353
Administrative Assistant	\$3,269	\$3,511	\$3,750	\$3,991	\$4,232	\$4,472	\$4,711	\$4,952	\$5,250
Appointing & Payment Officer	\$3,282	\$3,470	\$3,659	\$3,849	\$4,036	\$4,223	\$4,414	\$4,601	\$4,877
Assessment Officer	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Certificate & Tariff Officer (Existing Employees Hired Feb. 10, 2020 or earlier)	\$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 Hired Feb. 11, 2020 or later)	\$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 Hired Feb. 10, 2020 or earlier)	\$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 Hired Feb. 11, 2020 or later)	\$3,374	\$3,549	\$3,736	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,348
Courthouse Intake & Assessment Officer	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Legal Assistant (Grandfathered)	\$3,448	\$3,614	\$3,777	\$3,987	\$4,199	\$4,408	\$4,620	\$4,831	\$5,121
Legal Services Officer & Discretionary Coverage Officer	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Operational Resource Developer	\$4,191	\$4,487	\$4,784	\$5,080	\$5,375	\$5,672	\$5,969	\$6,266	\$6,642

**Effective January 1, 2023**

Effective January 1, 2023 – 1.25% increase

**Note: Redcircled Employees in the CTO and CCIO classifications (those hired Feb. 10, 2020 or earlier whose rate of pay at Step 6 or above exceeds the rate of pay for employees hired in CTO and CCIO classifications on Feb. 11, 2020 or later) shall receive the negotiated general wage increases (1.25% effective Jan. 1, 2023 and 1.5% effective Sept. 1, 2023) retroactively on all hours worked Jan. 1, 2023 to Dec. 31, 2023 as a lump sum amount on the first payroll following Jan. 1, 2024.**

<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	\$2,790.45	\$2,924.10	\$3,057.75	\$3,191.40	\$3,324.04	\$3,455.66	\$3,589.31	\$3,720.94	\$3,943.69
Administrative Support II	\$2,896.76	\$3,076.99	\$3,255.19	\$3,438.45	\$3,618.68	\$3,798.90	\$3,978.11	\$4,158.34	\$4,407.41
Administrative Assistant	\$3,309.86	\$3,554.89	\$3,796.88	\$4,040.89	\$4,284.90	\$4,527.90	\$4,769.89	\$5,013.90	\$5,315.63
Appointing & Payment Officer	\$3,282	\$3,470	\$3,659	\$3,849	\$4,036	\$4,223	\$4,414	\$4,601	\$4,877
Assessment Officer	\$3,982.16	\$4,263.64	\$4,544.10	\$4,825.58	\$5,108.06	\$5,389.54	\$5,672.03	\$5,952.49	\$6,310.91
Certificate & Tariff Officer (Existing Employees Hired Feb. 10, 2020 or earlier)	\$3,829.28	\$4,100.63	\$4,372.99	\$4,643.33	\$4,913.66	\$5,120.00	\$5,388.00	\$5,656.00	\$5,996.00
Certificate & Tariff Officer (New Hires following ratification date Hired Feb. 11, 2020 or later)	\$3,416.18	\$3,593.36	\$3,782.70	\$3,982.16	\$4,263.64	\$4,544.10	\$4,825.58	\$5,108.06	\$5,414.85
Financial Analyst 1	\$3,829.28	\$4,100.63	\$4,372.99	\$4,643.33	\$4,913.66	\$5,184.00	\$5,455.35	\$5,726.70	\$6,070.95
Computer Technician I	\$4,041.90	\$4,326.41	\$4,613.96	\$4,899.49	\$5,182.99	\$5,470.54	\$5,755.05	\$6,041.59	\$6,404.06
Computer Technician I.5	\$4,243.39	\$4,543.09	\$4,843.80	\$5,143.50	\$5,442.19	\$5,742.90	\$6,043.61	\$6,344.33	\$6,725.03
Computer Technician II	\$4,993.65	\$5,244.75	\$5,495.85	\$5,747.96	\$5,999.06	\$6,252.19	\$6,500.25	\$6,752.36	\$7,157.36
Contact Centre Intake Officer (Existing)	\$3,982.16	\$4,263.64	\$4,544.10	\$4,825.58	\$5,108.06	\$5,323.00	\$5,602.00	\$5,879.00	\$6,233.00

<b>Employees Hired Feb. 10, 2020 or earlier)</b>									
Contact Centre Intake Officer (New Hires following ratification date Hired Feb. 11, 2020 or later	\$3416.18	\$3593.36	\$3782.70	\$3982.16	\$4263.64	\$4544.10	\$ 4825.58	\$5108.06	\$ 5414.85
Courthouse Intake & Assessment Officer	\$3,982.16	\$4,263.64	\$4,544.10	\$4825.58	\$5,108.06	\$5,389.54	\$5,672.03	\$5,952.49	\$6,310.91
Legal Assistant (Grandfathered)	\$3,448	\$3,614	\$3,777	\$3,987	\$4,199	\$4,408	\$4,620	\$4,831	\$5,121
Legal Services Officer & Discretionary Coverage Officer	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Operational Resource Developer	\$4,243.39	\$4,543.09	\$4,843.80	\$5,143.50	\$5,442.19	\$5,742.90	\$6,043.61	\$6,344.33	\$6,725.03

Effective January 1, 2023 – + 3.6% increase

<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	\$2,890.91	\$3,029.37	\$3,167.83	\$3,306.29	\$3,443.70	\$3,580.07	\$3,718.53	\$3,854.89	\$4,085.66
Administrative Support II	\$3,001.05	\$3,187.76	\$3,372.37	\$3,562.23	\$3,748.95	\$3,935.66	\$4,121.32	\$4,308.04	\$4,566.08
Administrative Assistant	\$3,429.02	\$3,682.86	\$3,933.56	\$4,186.36	\$4,439.16	\$4,690.90	\$4,941.60	\$5,194.40	\$5,506.99
Appointing & Payment Officer	\$3,282	\$3,470	\$3,659	\$3,849	\$4,036	\$4,223	\$4,414	\$4,601	\$4,877
Assessment Officer	\$4,125.52	\$4,417.13	\$4,707.69	\$4,999.30	\$5,291.95	\$5,583.56	\$5,876.22	\$6,166.78	\$6,538.11
Certificate & Tariff Officer (Existing Employees Hired Feb. 10, 2020 or earlier)	\$3,967.13	\$4,248.25	\$4,530.42	\$4,810.48	\$5,090.55	\$5,304.32	\$5,581.97	\$5,859.62	\$6,211.86

Certificate & Tariff Officer (New Hires following ratification date Hired Feb. 11, 2020 or later)	\$3,539.16	\$3,722.72	\$3,918.88	\$4,125.52	\$4,417.13	\$4,707.69	\$4,999.30	\$5,291.95	\$5,609.78
Financial Analyst I	\$3,967.13	\$4,248.25	\$4,530.42	\$4,810.48	\$5,090.55	\$5,370.62	\$5,651.74	\$5,932.86	\$6,289.50
Computer Technician I	\$4,187.41	\$4,482.16	\$4,780.07	\$5,075.87	\$5,369.58	\$5,667.48	\$5,962.23	\$6,259.08	\$6,634.61
Computer Technician I.5	\$4,396.15	\$4,706.64	\$5,018.18	\$5,328.67	\$5,638.11	\$5,949.64	\$6,261.18	\$6,572.72	\$6,967.13
Computer Technician II	\$5,173.42	\$5,433.56	\$5,693.70	\$5,954.89	\$6,215.03	\$6,477.27	\$6,734.26	\$6,995.45	\$7,415.03
Contact Centre Intake Officer (Existing Employees Hired Feb. 10, 2020 or earlier)	\$4,125.52	\$4,417.13	\$4,707.69	\$4,999.30	\$5,291.95	\$5,514.63	\$5,803.67	\$6,090.64	\$6,457.39
Contact Centre Intake Officer (New Hires following ratification date Hired Feb. 11, 2020 or later)	\$3,539.16	\$3,722.72	\$3,918.88	\$4,125.52	\$4,417.13	\$4,707.69	\$4,999.30	\$5,291.95	\$5,609.78
Courthouse Intake & Assessment Officer	\$4,125.52	\$4,417.13	\$4,707.69	\$4,999.30	\$5,291.95	\$5,583.56	\$5,876.22	\$6,166.78	\$6,538.11
Legal Assistant (Grandfathered)	\$3,448	\$3,614	\$3,777	\$3,987	\$4,199	\$4,408	\$4,620	\$4,831	\$5,121
Legal Services Officer & Discretionary Coverage Officer	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Operational Resource Developer	\$4,396.15	\$4,706.64	\$5,018.18	\$5,328.67	\$5,638.11	\$5,949.64	\$6,261.18	\$6,572.72	\$6,967.13

**Effective September 1, 2023**

Effective September 1, 2023 – + 1.5% increase

**Note: Redcircled Employees in the CTO and CCIO classifications (those hired Feb. 10, 2020 or earlier whose rate of pay at Step 6 or above exceeds the rate of pay for employees hired in CTO and CCIO classifications on Feb. 11, 2020 or later) shall receive the negotiated general wage increases (1.25% effective Jan. 1, 2023 and 1.5% effective Sept. 1, 2023) retroactively on all hours worked Jan. 1, 2023 to Dec. 31, 2023 as a lump sum amount on the first payroll following Jan. 1, 2024.**

<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	\$2,934.27	\$3,074.81	\$3,215.35	\$3,355.88	\$3,495.36	\$3,633.77	\$3,774.31	\$3,912.71	\$4,146.95
Administrative Support II	\$3,046.06	\$3,235.58	\$3,422.96	\$3,615.67	\$3,805.18	\$3,994.70	\$4,183.14	\$4,372.66	\$4,634.57
Administrative Assistant	\$3,480.45	\$3,738.11	\$3,992.57	\$4,249.15	\$4,505.74	\$4,761.27	\$5,015.73	\$5,272.32	\$5,589.59
Appointing & Payment Officer	\$3,282	\$3,470	\$3,659	\$3,849	\$4,036	\$4,223	\$4,414	\$4,601	\$4,877
Assessment Officer	\$4,187.40	\$4,483.39	\$4,778.30	\$5,074.29	\$5,371.33	\$5,667.31	\$5,964.36	\$6,259.28	\$6,636.18
Certificate & Tariff Officer (Existing Employees Hired Feb. 10, 2020 or earlier)	\$4,026.64	\$4,311.97	\$4,598.37	\$4,882.64	\$5,166.91	\$5,304.32	\$5,581.97	\$5,859.62	\$6,211.86
Certificate & Tariff Officer (New Hires following ratification date Hired Feb. 11, 2020 or later)	\$3,592.24	\$3,778.56	\$3,977.66	\$4,187.40	\$4,483.39	\$4,778.30	\$5,074.29	\$5,371.33	\$5,693.93
Financial Analyst 1	\$4,026.64	\$4,311.97	\$4,598.37	\$4,882.64	\$5,166.91	\$5,451.18	\$5,736.52	\$6,021.85	\$6,383.85
Computer Technician I	\$4,250.22	\$4,549.40	\$4,851.77	\$5,152.01	\$5,450.12	\$5,752.49	\$6,051.67	\$6,352.97	\$6,734.13
Computer Technician I.5	\$4,462.09	\$4,777.24	\$5,093.45	\$5,408.60	\$5,722.68	\$6,038.89	\$6,355.10	\$6,671.31	\$7,071.63
Computer Technician II	\$5,251.02	\$5,515.06	\$5,779.11	\$6,044.21	\$6,308.25	\$6,574.43	\$6,835.27	\$7,100.38	\$7,526.25
Contact Centre Intake Officer (Existing)	\$4,187.40	\$4,483.39	\$4,778.30	\$5,074.29	\$5,371.33	\$5,514.63	\$5,803.67	\$6,090.64	\$6,457.39

<b>Employees Hired Feb. 10, 2020 or earlier)</b>									
Contact Centre Intake Officer (New Hires following ratification date <b>Hired Feb. 11, 2020 or later</b> )	<b>\$3,592.24</b>	<b>\$3,778.56</b>	<b>\$3,977.66</b>	<b>\$4,187.40</b>	<b>\$4,483.39</b>	<b>\$4,778.30</b>	<b>\$5,074.29</b>	<b>\$5,371.33</b>	<b>\$5,693.93</b>
Courthouse Intake & Assessment Officer	<b>\$4,187.40</b>	<b>\$4,483.39</b>	<b>\$4,778.30</b>	<b>\$5,074.29</b>	<b>\$5,371.33</b>	<b>\$5,667.31</b>	<b>\$5,964.36</b>	<b>\$6,259.28</b>	<b>\$6,636.18</b>
Legal Assistant (Grandfathered)	\$3,448	\$3,614	\$3,777	\$3,987	\$4,199	\$4,408	\$4,620	\$4,831	\$5,121
Legal Services Officer & Discretionary Coverage Officer	\$3,933	\$4,211	\$4,488	\$4,766	\$5,045	\$5,323	\$5,602	\$5,879	\$6,233
Operational Resource Developer	<b>\$4,462.09</b>	<b>\$4,777.24</b>	<b>\$5,093.45</b>	<b>\$5,408.60</b>	<b>\$5,722.68</b>	<b>\$6,038.89</b>	<b>\$6,355.10</b>	<b>\$6,671.31</b>	<b>\$7,071.63</b>

**NEW**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**LEGAL AID SOCIETY**

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**WORKING FROM HOME**

- 1. The Employer agrees to permit a working from home environment for the bargaining unit Employees. Employees in all classifications will have the opportunity to be considered for ongoing work from home arrangements. Requests from Employees to work from home shall not be unreasonably denied by the Employer.**
- 2. Working from home will be subject to maintaining required performance standards and attending at the Employer's offices for training and meetings or when operationally required, subject to reasonable advance notice. Where performance related issues exist, an Employee will be provided with a reasonable opportunity to recover the required performance standard.**
- 3. Employees working from home shall be provided with all the necessary equipment per LAA WFH equipment entitlement policy to carry out their duties.**
- 4. Newly hired Employees are required to complete an initial training period prior to being considered for ongoing working from home arrangements. Such initial training period will include sufficient orientation by the Employer in order for Employees to perform their duties. Requests by Employees, either during or subsequent to the probationary period, for additional training and orientation shall not be unreasonably denied.**
- 5. In order for the working from home environment to be instituted, it is necessary for the Employer to monitor Employee performance according to the Employer's defined metrics, method of evaluation and expected standards.**
- 6. An Employee's quality assurance evaluation is developmental in its purpose and, ordinarily, shall not be considered part of the disciplinary process.**
- 7. The metrics, method of evaluation and expected standards shall be clearly communicated and shall be provided in advance to Employees prior to conducting evaluations. Such methods of evaluation shall be consistently applied to all Employee evaluations.**

8. Employees shall be provided with a reasonable amount of time to understand and adjust to any substantial changes prior to being evaluated based on the revised processes and/or expectations.

**NEW**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**LEGAL AID SOCIETY**

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**ACCESS TO JUSTICE**

Whereas the Employer and the Union agree that timely and efficient access to justice for all clients is an essential priority.

And whereas there are instances in which barriers exist for clients to access legal aid via the call centre.

Therefore, the parties agree to the creation of an online solution (including but not limited to electronic/computer or facsimile) for use by participants in the justice system to supplement the application process on behalf of clients.

1. It is understood that a final determination of eligibility cannot be made by outside organizations or contractors external to Legal Aid or Legal Aid processes.
2. The provision of in-person service is a defining characteristic of the Courthouse Intake and Assessment Officer position. Therefore, CIAOs should be considered first for the provision of videoconferencing with clients.
3. An online secure digital form or facsimile will be used by a client designate/agent on behalf of the prospective or existing client seeking legal aid coverage. The client designate/agent will collect information through their use of an intake form prepared and provided by the Employer.
4. The client designate/agent will include, but will not be limited to, Native Counseling Services, Social Workers, Roster Lawyers, Duty Counsel, Justice of the Peace Bail, Student Legal Services, Health Center/Nursing Center, Friendship Centers, Band Offices or the Elizabeth Fry Society.

- 5. The completed intake form will be forwarded to Legal Aid electronically and/or by way of facsimile.**
- 6. In addition to their other roles and responsibilities, the CIAO and/or CCIO personnel will review and input the information contained within the intake form thereby formally completing the application process, thereafter making necessary determinations with respect to eligibility, as well as appointments of legal counsel. The intake forms will be provided to CIAO personnel, subject to the time to process such applications being less than 24 hours (not including weekends and holidays) from the time of receipt by the Employer, following which intake forms will also be delivered to CCIO personnel, until the processing time falls below 24 hours (not including weekends and holidays) from the time of receipt of the intake form.**
- 7. CCIOs when performing the above functions will not be eligible for acting incumbency, as a CIAO, pay provisions in this Agreement.**
- 8. There shall be no layoffs of any CCIO and/or CIAO personnel for reasons relating to the implementation of this Access to Justice Program.**
- 9. The Employer is under no obligation to hire for the CIAO position at a level higher head count than what exists at the date of ratification.**

# Appendix A

## Previously Agreed

Whereas the Alberta Union of Provincial Employees, Local 118 Chapters 018 and 019 (hereinafter referred to as the "Union") and Legal Aid Society (hereinafter referred to as the "Employer") are negotiating a replacement collective agreement; and whereas the Parties exchanged opening proposals on July 8, 2021, respecting the negotiation of a collective agreement between the Parties; and whereas neither the Union nor the Employer opened the following Articles, the Union and the Employer now agree to renew as "Current Agreement" such Articles as follows:

Preamble

Article 12 Disciplinary Action

Article 18 Registered Savings Plan

Article 22 Training and Education Leave

Article 30 Notice of Resignation

Article 35 Terms and Conditions of Employment Applicable to Temporary Employees

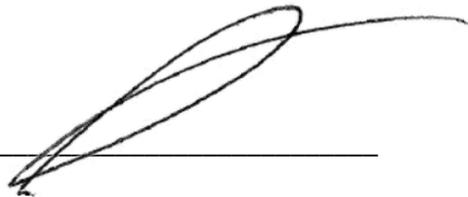
Article 39 No Discrimination or Harassment / Respectful Workplace Policy

Article 42 Christmas Leave

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

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_ July 8, 2021 \_\_\_\_\_

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.

- AMD 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
- **Phone number(s)**
- Amount of Union dues deducted
- Pay rate
- Classification where normally assigned
- **Status (Permanent, Temporary, Casual)**
- **Full-time equivalency**
- **On leaves of 30 days or more**

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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: July 9, 2021

DATE: July 9, 2021

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.

AMD 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.

- AMD 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. **Such presentation shall be made by the Designated Union Representative, Union Steward, or member of the Union Executive at no loss of pay.**
- 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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



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DATE: July 12, 2021

DATE: July 9, 2021

CURRENT

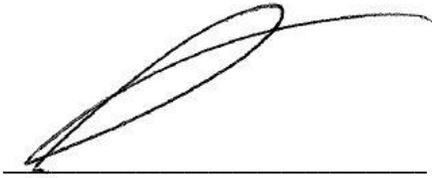
ARTICLE 6  
TIME-OFF FOR UNION BUSINESS

- 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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



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DATE: October 22, 2021

DATE: October 21, 2021

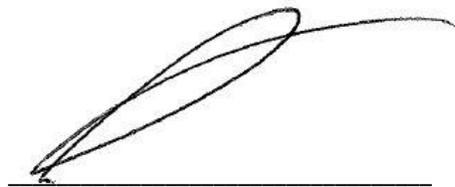
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ARTICLE 9  
OVERTIME

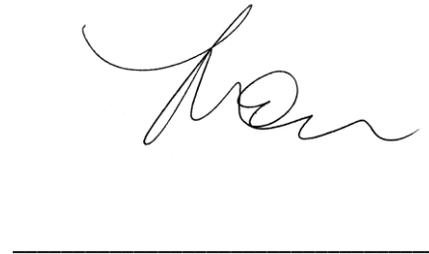
- 9.01 When overtime is required the Employer shall seek volunteers to work overtime prior to requiring an Employee to work beyond regular scheduled hours. Such overtime shall be authorized by the Employer.
- 9.02 An Employee who has been authorized to work overtime shall be compensated as follows:
- (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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



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DATE: October 22, 2021

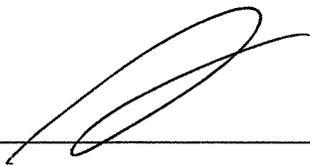
DATE: October 21, 2021

ARTICLE 10  
WORKER'S COMPENSATION SUPPLEMENT

- AMD 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.
- AMD 10.02 If, following certification by the Workers' Compensation Board that an Employee is able to return to their duties, they shall be reinstated in their previous position. If 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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



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DATE: Oct 22/21

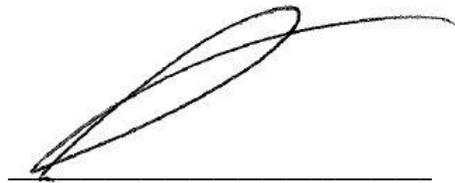
DATE: October 22, 2021

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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.

SIGNED ON BEHALF OF THE EMPLOYER



A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal stroke, positioned above a solid horizontal line.

DATE: October 22, 2021

SIGNED ON BEHALF OF THE UNION



A handwritten signature in black ink, appearing to be the name 'Ken' in a cursive style, positioned above a solid horizontal line.

DATE: October 21, 2021

CURRENT

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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

  
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DATE: July 9, 2021

DATE: \_\_\_\_\_ July 9, 2021 \_\_\_\_\_

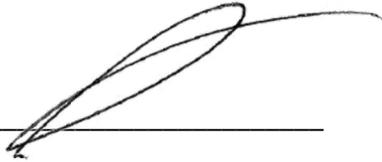
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ARTICLE 36  
PRINTING OF AGREEMENTS

- 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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



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DATE: July 12, 2021

DATE: July 9, 2021

CURRENT

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).

SIGNED ON BEHALF OF THE EMPLOYER



DATE: October 22, 2021

SIGNED ON BEHALF OF THE UNION



DATE: October 21, 2021

DELETE

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.

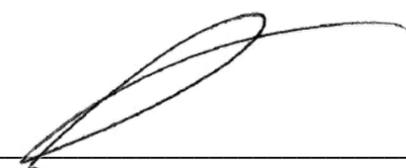
5. All group insurance benefits including life, disability, extended health and dental will be discontinued effective the end date of employment.

On behalf of the Employer

On behalf of the Union

Date  
SIGNED ON BEHALF OF THE EMPLOYER

Date  
SIGNED ON BEHALF OF THE UNION



DATE: \_\_\_\_\_

DATE: \_\_\_\_\_ July 8, 2021 \_\_\_\_\_