

LEGAL AID SOCIETY

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES LOCAL 118 CHAPTERS 018 & 019

Date: June 19, 2024

This Proposal is presented on a without prejudice basis and represents the Employer's ingoing non-monetary proposals. The Employer reserves the right to amend, delete and/or table new proposals anytime during bargaining to address matters not known to them at the time of exchange proposals and/or in response to AUPE proposals.

Any agreements reached at the bargaining table are subject to ratification.

Errors and Omissions excepted.

ARTICLE 1 – DEFINITIONS

- 1.07 “Hourly Rate” shall be calculated as follows:
Monthly Salary X 12 divided by ~~1820~~ **1885** hours. ~~increasing to 1885 hours effective January 1, 2023.~~
- 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 **eighteen (18)** ~~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, **or where otherwise mutually agreed upon**;
- 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-quarter half (7 ¼ ½)~~ **thirty-six and one-quarter (36.25)** hours per day or ~~thirty-five (35)~~ **thirty-six and one-quarter (36.25)** hours per week., ~~and effective January 1, 2023 re less than seven and one-quarter (7.25) hours per day or thirty-six and one-quarter 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.~~

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.
- 5.02 **The Union further recognizes that any current, ongoing or past practice, policy and/or benefit shall not be construed as a representation that any such practice, policy and/or benefit will continue in the future and that the Employer may reorganize its businesses and practices in order to remain productive and competitive.**

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 **four (4)** ~~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) Employees from the Edmonton office~~ **four (4) Employees** 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 8 - HOURS OF WORK & EARNED DAYS OFF

8.01 The normal hours of work for Employees covered by this Collective Agreement are **thirty-six and one quarter (36.25)** ~~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 and one quarter (7.25)** increasing effective January 1, 2023 to **seven and one quarter (7.25)**, hours daily, **for five consecutive days**, on the basis of ~~seven (7)~~ hours daily, Monday through **Sunday** ~~Friday~~ between the hours of 7&:00 am ~~65:00~~ pm.

***The Employer would like to discuss the application of the new hours of work to different departments/positions.**

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 workday.

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 Employer'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 last 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~~ **8.04** All entitlements (except bereavement and casual illness) will be based on a one (1) day = seven hours increasing, effective January 1, 2023, to seven and one quarter (7.25) hours. **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 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 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~~ **for the sole Arbitrator.**

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) **Time Limits and procedures contained in this grievance procedure are mandatory.** 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~~ **Arbitrator**

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.~~

13.05 In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator (within fifteen (15) days of notification by either Party), application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provision of the *Alberta Labour Relations Code*.

13.06 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement.

13.07 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees concerned.

13.08 Each party shall be responsible for one-half the expenses and/or fees payable to the Arbitrator.

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~~**14.02** 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 and one quarter (7.25) 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) workdays or seventy-two and a half (72.5) work hours of casual illness leave with pay for the entire first year of employment.
- ~~14.04~~**14.03** An Employee in their second and in each subsequent year of employment shall be eligible for a maximum of ten (10) workdays or seventy-two and a half (72.5) work hours of casual illness leave with pay. Any unused Casual Illness Leave, excluding that which was carried forward from the previous 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~~**14.04** An Employee who is, ~~or will be~~ absent from work as set out in 14.01 shall communicate the reasons to their Supervisor no later **than the beginning of the Employee's shift.** ~~one (1) hour after commencement of the working hours of that Employee.~~

~~14.06~~**14.05** If an Employee is unable to provide notice as set out in ~~14.04~~ **Article 14.04** the Employee shall do so as soon as possible and provide a reasonable explanation.

14.06 ~~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 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 (1¼) 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 **October 15**, ~~January 15~~, accompanied by a seniority list and applicable rules for vacation requests. Where an Employee submits their vacation preference by **October 31** ~~February 1~~ of that year, for vacation time to be taken at some point between **January 1** ~~April 1~~ of the same year and **December 31** ~~March 31~~ of the following year, the Employer shall indicate approval or disapproval of that vacation request in writing by **December 31** ~~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 that 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 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.

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.
- (iii) **Top up received pursuant to Articles 23.01 (i) and (ii) shall be repaid if the Employee does not return to work for a 12-month period following completion of maternity/parental leave.**

23.02 Parental / Adoption Leave

(a) Entitlement

An employee who has been employed for at least ninety (90) consecutive 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 child 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 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 leave 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 **Employee shall be required to pay the costs of such benefits** ~~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 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 the 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 **in excess of thirty (30) days or as** 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 completed at least ninety (90) 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 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, 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 **full time employees hired part-way through the year, and** part-time employees ~~based on full-time hour equivalence~~ and **are** not applicable to casual Employees.

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~~ **qualified to perform**. 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)~~ **twenty-four (24)** 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)~~ **twenty-four (24)** 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 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 as soon as reasonably possible.
- 31.05 **If a position with the same job title becomes vacant within six (6) months of the original closing date, the Employer may consider candidates from the original recruitment process, without re-posting.**
- ~~31.08~~ 31.06 The successful applicant shall be notified within one week following the end of the posting period. They shall be given a trial period of ~~sixty forty~~ **(60)** 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.
- 31.07 **During the trial period the Employee may be returned to their former position by the Employer. For the first fifteen (15) work days of the trial**

period, the Employee may at their request also return to their former position.

31.08 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.

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.

31.09 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.

31.10 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.

~~31.11 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.~~

31.12 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.

31.13 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-quarter (7.25) hours in a day or thirty-six and one-quarter (36.25) hours, in a week** ~~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 36 - PRINTING OF AGREEMENTS

- 36.01 After the Parties have proofed the draft Agreement ~~each Party~~ **the Union** agrees to pay ~~one-half (1/2)~~ the cost of printing sufficient copies for ~~the Employer~~ and to provide ~~each present and new~~ Employees with a copy of the Collective Agreement **should they request a copy. The Employer will provide the employees access to the Collective agreement online.**
- ~~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, Long Term Disability Benefits, Workers' Compensation Benefits or Leave Without Pay.~~

37.02 Employees on **extended absences as referred to in Article 37.01**, 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)

37.03 Employees on extended absences as referred to in Article 37.01 will be responsible to pay one hundred percent (100%) of the insurance benefit costs. Payment of such benefit premiums will be required in order for such benefits to continue.

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 Worksite 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 Worksite 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 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 training;
 - procedures for participating and investigating incidents, injuries and refusals to work;
 - procedures for reviewing health and safety program
- (vi) Developing and promoting health and safety education programs;
- (vii) Making health and safety recommendations
- (viii) Participating in workplace 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 Worksite Health and Safety Committee(s) shall 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 Worksite Health and Safety Committee(s).

ARTICLE X – OVERPAYMENT

X.1 In the event of an overpayment, the Employer shall notify the employee that an overpayment has been made. The Employer is authorized to recover any overpayment from an Employee, and will offer options to the

Employee regarding how that overpayment is repaid.

- X.2 The time allowed for the repayment of an overpayment by an employee shall generally not exceed the time during which the overpayment occurred. For example, two (2) months of overpayment will generally be repaid by an Employee to the Employer over no more than two (2) months.**

- X.3 If the Employee is terminated for just cause or resigns before full repayment is made, the remainder of the repayment shall be recovered from the Employee's final pay.**

Letter of Understanding #1 re Classification Arbitration – Delete

Letter of Understanding #2 Working from Home – Delete – The Employer wishes to discuss the Work from Home arrangement and monitoring.

Letter of Understanding #3 – Access to Justice - Delete