

A G R E E M E N T

BETWEEN

THE ALBERTA LIQUOR CONTROL BOARD
"Alberta Gaming and Liquor Commission"

AND

THE ALBERTA UNION OF PROVINCIAL
EMPLOYEES

(COVERING EMPLOYEES PURSUANT TO THE
PUBLIC SERVICE EMPLOYEE RELATIONS ACT)

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(Numerical)

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PREAMBLE

THIS AGREEMENT made this 21 day of June, 1996

BETWEEN:

ALBERTA LIQUOR CONTROL BOARD
(hereinafter called the "Employer")

OF THE FIRST PART

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of Local 50 of the
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Alberta Liquor Control Board is an Employer within the meaning of the Public Service Employee Relations Act, (hereinafter called "the Act");

AND WHEREAS pursuant to the provisions of the Act the Union has the sole right to negotiate on behalf of the Alberta Liquor Control Board's employees except those excluded under the provisions of Article 3 - Jurisdiction of this Agreement;

AND WHEREAS the parties are mutually desirous of entering into an Agreement as defined in the Act containing provisions with reference to rates of pay, hours of work and other terms or conditions of employment and providing a procedure for the consideration and the settlement of differences;

NOW THEREFORE the Agreement witnesseth that in consideration of these premises the parties hereto mutually covenant and agree with each other as follows:

ARTICLE 1

INTERPRETATION

In the Agreement, unless the context otherwise requires;

- 1.01 **“Act”** means The Public Service Employee Relations Act;
- 1.02 **“Union”** means The Alberta **Union** of Provincial Employees representing Local **50**;
- 1.03 **“Employer”** means the **Alberta Liquor Control** Board.
- 1.04 **“Local”** means Local 50, of The **Alberta** Union of Provincial Employees;
- 1.05 **“Employee”** means a **person** employed by the Employer who is in the **Bargaining** Unit pursuant **to** Article 3 - Jurisdiction and covered by this Collective Agreement pursuant **to** the Public Service Employee Relations Act;
- 1.06 **“Permanent Employee”** means **an** employee who occupies **an** established permanent position and has successfully completed a probationary **period**;
- 1.07 **“Probationary Employee”** means an employee who occupies an established **permanent position** for a probationary **period** as stipulated in Schedule II of this Agreement;
- 1.08 **“Temporary Employee”** means a **person** hired by the Employer **to** fill **an** established temporary position where it is known or anticipated at the time of **hiring** that such temporary employment will continue for more than twenty-five (25) consecutive work days **at** any one time;
- 1.09 **“Part-time Employee”** is **one** who is regularly scheduled for less than the required hours of work specified in Article 15, Hours of **Work**.
- 1.10 **“Casual Employee”** means a person hired by the Employer **as** a **Casual** employee. A **Casual** employee shall work up to the hours **specified** in Article 15, Hours of **Work** **as** follows:
 - (a) **on** a call-in basis;
 - (b) for a specific job that is known **to** be of a non-continuing nature.
- 1.11 **“Permanent Position”** means a position where the duties thereof **are** of an indefinite continuing nature;

- 1.12 "Work Day" means any day on which attendance at a place of duty is required of an employee;
- 1.13 Throughout ~~this~~ Collective Agreement, a word used in the masculine gender may ~~also~~ apply in the feminine gender and a word used in the singular may also apply in the plural;
- 1.14 For the purpose of ~~this~~ Collective Agreement "Spouse" means:
- (a) the person to whom the employee is married ~~as~~ evidenced by a certificate of marriage, or
 - (b) provided there is no spouse ~~as~~ defined in (a) above, it shall mean a person of the opposite ~~sex~~ who cohabited with the employee for the immediately preceding ~~two~~ (2) years;
- 1.15 "Statutory ~~Declaration~~" means a document ~~containing~~ verified statements sworn ~~by an employee to be the truth before a Commissioner for Oaths and made~~ subject to criminal prosecution for false statements;
- 1.16 "Calendar Day" means the time from midnight to midnight;
- 1.17 "Month" means a calendar month (the first day of the ~~month~~ to the last day of that month);
- 1.18 "Anniversary Date" means the first day of the month in which a commencement, promotion, ~~transfer~~ or ~~reclassification~~ occurs, unless it occurs after the 15th day of a month in which ~~case~~ the anniversary date shall ~~be~~ the 1st day of the succeeding month.

ARTICLE 2

APPLICATION

- 2.01 Permanent employees shall ~~be~~ granted all the ~~terms~~ and conditions of this Agreement.
- 2.02 ~~Probationary~~ employees shall be ~~granted~~ all the terms and conditions of this Agreement subject ~~to~~ the limitations of Article 12 - Probationary Appointments of this Agreement.
- 2.03 (a) Temporary employees shall be entitled to ~~the~~ full coverage of this Agreement except for the provisions of the following Articles:

- Article 9 - Time Off for Union Officers and Members
- Article 10 - Union Stewards
- Article 11 - Grievance Procedure; ~~see~~ Clause 2.08
- Article 12 - Probationary Appointments; provided, however, that ~~Clause 12.04~~ shall be applicable to Temporary Employees
- Article 19 - Acting Incumbent
- Article 20 - Severance Pay
- Article 22 - Layoff and Re-employment; shall apply except Clause 22.06. In place of Clauses 22.04 and 22.05, see Clauses 2.04(a) and 2.04(b).
- Article 23 - ~~Position~~ Abolishment
- Article 27 - ~~Illness~~ Leave Benefits; In lieu of Article 27, one (1) day illness leave per month with pay, Up to five (5) days of these may be used as casual illness leave.
- Article 30 - Long Term Disability Income Plan
- Article 31 - Alcoholism, Drug Abuse and Mental Illness
- Article 32 - ~~Workers'~~ Compensation
- Article 33 - Annual Vacation Leave; In lieu of Article 33, temporary employees shall receive six (6%) percent of their regular salary upon termination.
- Article 34 - Maternity/Adoption/Parental Leave
- Article 35 - Health Plan Benefits
- Article 36 - Group Life Insurance
- Article 37 - Recognition of Service
- Article 38 - Notice of Resignation; only Clause 38.02 shall apply
- Article 40 - Long Service Increases
- ~~Letter~~ - Dental Plan

- (b) A temporary employee who is employed for a continuous period in excess of one (1) year, shall receive all the rights and entitlements of a permanent employee. unless such temporary employment is necessitated by a permanent employee on authorized leave.
- 2.04
- (a) In the event of a lay off affecting temporary employees, such employees in the same job classification within a single division and location shall be laid off in reverse order of seniority within the temporary employees and placed on a temporary employee re-employment list.
 - (b) Temporary employees shall be recalled to the same job classification in their order of seniority provided they are qualified and able to perform the work.
- 2.05
- The application of any part of this Agreement for Part-time Employees shall be provided in Article 45, Part-time Employees.

- 2.06 The application of any part of this Agreement for casual employees shall be provided in Article 46 - Casual Employees.
- 2.07 Notwithstanding any specified or implied provision in this Collective Agreement, there shall be no pyramiding of leaves or benefits or other entitlements.
- 2.08 Temporary employees shall have full coverage of Article 11, Grievance Procedure, provided however, that the Employer may terminate the employment of a temporary employee within the period of time equivalent to the length of the probationary period applicable to a probationary employee in the same classification without recourse to the grievance procedure.

ARTICLE 3

JURISDICTION

- 3.01 The ~~terms~~ of this Agreement shall apply only to employees in classifications set out in Schedule 1 (Pay Schedule) of this Agreement and deemed to be certified as a bargaining unit pursuant to the Public Service Employee Relations Act, except those excluded under the Public Service Employee Relations Act and employees in the following positions:
- 0008 - Board Secretary
 - 0011 - Board Legal secretary
 - 0044 - Secretary to Division Director Finance and Administration
 - 0105 - Secretary to Division Director Licensing
 - 0220 - Benefits Clerk
 - 0363 - Secretary Communications
 - 0502 - Secretary Human Resources
- and, as modified by Article 2 (Application).
- 3.02 Where the parties or the Public Service Employee Relations Board determine that a new classification should be included in the bargaining unit during the duration of this Agreement, that classification shall be added to Schedule 1 (Pay Schedule).

ARTICLE 4

BARGAINING AGENT

- 4.01 The Employer **recognizes** the **Union** as the sole bargaining agent for **the** employees covered by this Agreement. The Employer shall not recognize any employee, group of employees or Union Local **as** representing the Union, nor shall the Employer enter **into** any **separate** Agreements **with** an employee, group of employees, or Union Local which compromises the **terms** or conditions of employment contained in **this** Agreement without prior written approval of the Union.
- 4.02 (a) The parties **agree** that there shall be **no** discrimination or coercion exercised or practised with respect to any employee for reason of membership or non membership or legitimate activity in the Union.
- (b) The **parties** agree that **there** will be **no** strikes or lockouts instigated, **endorsed** or condoned by either **party** during **the** life of **this** Agreement.
- 4.03 **An** employee **shall** have **the** right to wear or display the **recognized** **insignia** of the Union, however, no such **insignia** larger than a lapel pin **shall be worn on** issue clothing or **uniforms**, nor **shall** an insignia be displayed **on** Employer equipment or facilities.
- 4.04 The Employer will provide bulletin board space for **use** of the Union at locations **on the** Employer's premises which **are** accessible to employees. Sites of the bulletin **boards are** to be determined by Employer **representatives** and the Union. Bulletin **board** space shall be used for **the posting** of Union information directed to its members. The **text** of such information shall be submitted to Human **Resources** for approval prior to posting and a decision shall be provided within twenty-four **(24)** hours. Such approval shall not be unreasonably denied.

ARTICLE 5

TERMS OF EMPLOYMENT

- 5.01 The Employer and the Union agree that:
- (a) applicable pay schedules **as** set out in Schedule I (pay Schedule) of this Agreement; and
- (b) working conditions, **benefits**, and other terms and conditions of employment **as** provided by this Agreement;

shall not be changed ~~after~~ the effective date of ~~this~~ Agreement save in accordance with this Agreement and/or the collective bargaining procedure provided by the Act.

5.02 Human Resources Policies and ~~Procedures Manual~~ governing personnel administration and management may be established or amended by the Employer at any time but they shall not be inconsistent with ~~this~~ Agreement.

5.03 The Employer, at its discretion, may establish new job classifications or alter existing job classifications ~~as the need arises~~ and ~~set~~ the salaries and the terms and conditions of employment related thereto, provided however in such an event the Employer shall forthwith give written notice to the Union of such new or ~~altered~~ job classifications and proposed compensation related thereto.

If, ~~after~~ consultation with the Employer, the Union objects ~~to~~ the proposed compensation the Union shall serve written notice ~~on~~ the Employer within twenty-one (21) calendar days of the ~~date~~ the Union received the ~~notice~~ referred to above, ~~of the Union's intention to have~~ the proposed compensation ~~determined by step 3~~ of the grievance procedure of this Agreement whereupon they shall be ~~so~~ determined.

5.04 When the Union ~~fails~~ to process the issue within the time limits specified in 5.03, the issue will be deemed to have ~~been~~ abandoned.

ARTICLE 6

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

6.01 in the event that any law ~~passed~~ by the Government of Alberta or Canada renders null ~~and~~ void, or ~~reduces~~ any provision of this Agreement, the remaining provisions shall ~~remain in~~ effect for the term of the Agreement and the Parties hereto shall negotiate, in ~~accordance~~ with the bargaining procedures of the Public Service Employees Relations Act, a satisfactory provision ~~to be~~ substituted for the provision rendered ~~null~~ and void, or reduced.

6.02 Where a difference ~~arises~~ out of the provisions contained in an Article of the Collective Agreement, and the subject matter is ~~also~~ covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

ARTICLE 7

MANAGEMENT RECOGNITION

- 7.01 The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are retained by the Employer.

ARTICLE 8

UNION MEMBERSHIP AND DUES CHECK OFF

- 8.01 All employees who are employed by the Employer in classifications covered by this Agreement shall become members of the Union as a condition of employment. An employee who has a moral or religious objection to becoming a ~~member~~ of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objections within ninety (90) consecutive calendar days from the date of commencement of employment, but such employees shall continue to pay Union dues.
- 8.02 Notwithstanding the generality of the above, all persons employed in classifications covered by this Agreement shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment deduct from the ~~regular~~ pay of all employees covered by this Agreement, each pay period the amount of Union dues as set by the Union from time to time.
- 8.03 Dues deductions for all Employees covered by this Agreement shall commence ~~with~~ the first day of employment.
- 8.04 The Employer agrees to remit to the Union the dues deducted from the pay of all applicable employees each pay period by the last work day of the following pay period. The deductions remitted shall be accompanied by particulars identifying each employee in a printed form and on a magnetic tile (tape or disc) showing the employee number, position number, starting date, classification, ~~work~~ location, name and last known address. The Employer will also indicate the amount of Union dues deducted from each employee unless the employee has informed the Employer in writing not to release such information to the Union. Where an accounting adjustment is ~~necessary~~ to correct an over or under payment of dues, it shall be effected in the next succeeding submission of dues payment.

- 8.05** The Union agrees that for purposes of this Article 8, all employees are members of the Union except those who have voluntarily opted out in accordance with Clause 8.01 of this Article 8, and that notwithstanding anything contained in the foregoing provisions of this Article 8, no employee shall be subject to termination of employment for failure to maintain membership in the Union.
- 8.06** 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 Agreement. Such notice shall be communicated to the Employer at least thirty (30) calendar days prior to the effective date of the change.
- 8.07** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 9

OFF FOR UNION OFFICERS AND MEMBERS

- 9.01** In all of the following provisions, time off shall be granted except where, in the opinion of the Division, the employee's absence would result in a disruption of work or operational difficulty. This shall be communicated to the employee and confirmed in writing.
- 9.02** Where more than one (1) employee has been selected from a division or office, the Employer may refuse to grant permission where disruption of work or other difficulty may arise.
- 9.03** The Union shall provide Human Resources, Head Office with a copy of the request for time off at least five (5) work days in advance of the date the time off is required, clearly indicating:
- (a) the purpose of the time off as per Clause 9.05; and
 - (b) the date of commencement and return from the leave.
- 9.04** Time off without loss of regular earnings will be provided for the following:
- (a) A Union Steward and/or grievor for time spent in discussing written grievances with representatives of the Employer as outlined in the grievance procedure;
 - (b) Representatives of the Union, not to exceed three (3) in number, for time spent meeting with representatives of the Employer in regard to matters which are not grievances, but are situations of mutual concern.

- 9.05 Time off without pay will be provided for the following:
- (a) employees elected to the Union Executive Committee;
 - (b) employees elected to the Provincial Executive of the Union not to exceed one (1) member;
 - (c) employees appointed to the following Provincial Executive Standing Committees of the Union to attend regular Committee meetings normally held every two (2) months on a week day:
 - (i) Union Bargaining Committee
 - (ii) Finance Committee
 - (iii) Legislative Committee
 - (iv) Membership Services Committee
 - (v) Occupational Health and Safety Committee.
 - (d) employees selected to attend Local 50 Council meetings. It is understood that such meetings will take place outside normal work hours where possible;
 - (e) employees selected to attend the Convention of The Alberta Union of Provincial Employees;
 - (f) employees selected to attend the annual conventions of The Alberta Federation of Labour, The Canadian Labour Congress and The National Union of Public and General Employees up to a maximum of three (3) selected delegates per convention;
 - (g) employees selected to attend Union Schools, seminars and conferences. It is understood that such functions will take place outside normal working hours where possible;
 - (h) employees of the Union Negotiating Committee, not to exceed four (4) in number, for time spent meeting with representatives of the Employer during the negotiation of a collective agreement, and for Union preparatory meetings for negotiations.
 - (i) employees while attending at preparatory meetings for Grievance Adjudication pursuant to Article 11 and while attending the Adjudication in the capacity of the grievor, or witness called to testify.

- 9.06 To facilitate the administration of Clause 9.05 of this Article, the Employer will grant the leave of absence with pay and invoice the Union. The Union agrees to reimburse the Employer for actual ~~salary~~ paid to the employee while on leave plus fifteen (15%) percent to cover part of fringe benefits costs. Should the ~~salary~~ cost of his replacement be greater than the actual ~~salary~~ plus fifteen (15%) percent the Employer shall recover the greater amount by submission of a detailed invoice.

ARTICLE 10

UNION STEWARDS

- 10.01 The Employer recognizes the right of the Local to appoint employees as Union Stewards to act on behalf of employees in conformance with the provisions of this Agreement.
- 10.02 The Local shall ~~determine~~ the number of Union Stewards, having regard to the plan of ~~organization~~, and the distribution of employees at the work place. When difficulties ~~arise~~, the Local and the Employer shall consult in order to resolve the difference.
- 10.03 Employees may ~~be~~ represented by a Union Steward or Union staff member at any step of the grievance procedure.
- 10.04 The Employer recognizes the Union Stewards as official representatives of the Union for purposes of complaints investigation and grievance processing.
- 10.05 A currently maintained list of Union Stewards shall be supplied to the Employer by the Union on a quarterly basis.
- 10.06 Members who have been appointed as Union Stewards may wear a lapel pin denoting such position.
- 10.07 A Union Steward shall not discuss a grievance or leave his place of work to investigate a grievance with the Employer or an employee during working hours without first obtaining permission from his supervisor to do so. Such approval shall not be unreasonably denied.
- 10.08 A Union Steward or Union staff member shall not enter a place of work to discuss a grievance with an employee or employees without first obtaining permission from the Human Resources or the supervisor at the location. Such approval shall not be unreasonably denied.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.01 A grievance is a complaint regarding:
- (a) unjust treatment or discrimination;
 - (b) unfair working conditions;
 - (c) any disciplinary action involving financial ~~penalty~~, or the application, interpretation or any ~~alleged violation of this Agreement, or~~ any other ~~matter~~ involving financial penalty.

- 11.02 The grievance must ~~be~~ dealt with progressively without stoppage of work or ~~refusal to perform~~ work, through the ~~steps~~ described below. Grievances on 11.01 (a) and 11.01 (b) above ~~can be~~ processed through ~~steps~~ 1 and 2 and grievances on 11.01 (c) above ~~can be~~ referred to arbitration.

The employee ~~shall~~ advise the supervisor of the employee's intent to file a grievance. The employee may discuss the grievance with ~~his~~ immediate supervisor with a view of resolving it prior to the grievance being ~~filed~~ at ~~step~~ 1.

STEP 1 Within fourteen (14) calendar days from the date of the incident prompting the grievance, or the time the employee had the first opportunity to become aware of such incident, the employee ~~shall~~ submit a written signed statement of the grievance and ~~redress~~ sought to the ~~supervisor's~~ immediate supervisor, with a copy to the Local and Central Office of the Union. A Designated Officer shall render a decision in writing, with a copy to the Central Office of the Union within fourteen (14) calendar ~~days after~~ receipt of the grievance.

STEP 2 If no satisfactory settlement is reached in ~~step~~ 1, and the employee ~~wishes~~ to proceed with his grievance, he will within fourteen (14) calendar days of the ~~date~~ of the written decision of the Designated Officer referred to in ~~step~~ 1, above, submit the grievance and ~~redress~~ sought to the Chairman and Chief Executive ~~Officer~~. A written decision will be forwarded to the employee, with a copy to the Central Office of the Union within fourteen (14) calendar days ~~after receipt~~ of the grievance.

STEP 3 If the difference is not resolved satisfactorily in ~~step~~ 2, and the employee wishes to proceed with his grievance, the grievance, with the approval of the Union, shall be advanced to adjudication.

The party desiring to submit the grievance to an Arbitration Board shall, within fourteen (14) calendar days of the receipt of the written reply at step 2, notify the other party in writing of the desire to submit the difference to adjudication and the notice shall contain a statement of the difference and the name of their appointee to the Arbitration Board. Upon receipt of such notice, the other party shall inform the first party of the name of their appointee to the Arbitration Board, within fourteen (14) calendar days.

The two appointees so selected shall, within seven (7) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairman of the Arbitration Board. If the two (2) members fail to appoint a third member within seven (7) calendar days after the day on which the last of the two (2) members is appointed, the Labour Relations Board shall appoint a third member who shall be the Chairman of the Arbitration Board.

The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is no majority the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board.

Each party to the difference shall bear the expenses of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman of the Arbitration Board.

The Arbitration Board by its decision shall not alter, amend or change the terms of this Agreement.

- 11.03** (a) A grievance may initially be presented beyond step 1 with the approval of the Chairman and Chief Executive Officer.
- (b) In case of a difference arising from demotion, suspension, or dismissal, the grievance shall initially be presented at step 2 except where the Chairman and Chief Executive Officer notifies the employee involved in the difference that he may present his grievance for adjudication.
- 11.04** Time limits in this Article may be extended by written agreement between the parties providing that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be denied unreasonably.
- 11.05** If the grievor fails to meet the time limits stipulated in the grievance procedure, his grievance is abandoned by him and cannot be further appealed or filed by him

or by his representative as a new grievance. Similarly, if the respondent fails to meet the time limit for his reply to a grievance at any step of the grievance procedure, the grievance will automatically proceed to the next step.

- 11.06 (a) A Policy Grievance may be submitted by either party to this Agreement on any difference between the parties seeking to enforce an obligation on the Employer or the Union. A Policy Grievance shall not be an obligation that may or could have been the subject of a grievance by an employee.
- (b) A Policy Grievance shall be submitted to the other party within fourteen (14) calendar days of the date upon which the alleged violation of the Collective Agreement has occurred, or within fourteen (14) calendar days from the date upon which the aggrieved party first became aware of the subject of the grievance.

Within a reasonable time of filing a Policy Grievance, the parties shall meet in an attempt to resolve the difference. Failure to resolve the Policy Grievance within fourteen (14) calendar days of filing shall entitle the aggrieved party to advance the Policy Grievance to step 3 within an additional fourteen (14) calendar days.

11.07 When it is necessary to use the postal service, all correspondence shall be by double registered mail or by receipted courier service.

11.08 Notwithstanding the generality of Article 11, a complaint alleging sexual harassment may be presented in the form of a grievance directly to the Employer. The decision given by the Employer shall be final and binding on all parties.

ARTICLE 12

PROBATIONARY APPOINTMENTS

12.01 The probationary appointment of an employee to a permanent position shall not exceed three (3), six (6) or twelve (12) continuous calendar months from the employee's anniversary date, provided the Employer may extend the probationary appointment for up to three (3) months and in all cases the Union shall be notified of the extension.

12.02 An employee shall be required to serve only one (1) probationary period unless while still on probation the employee is promoted to a position in a classification having a higher maximum salary, in which case the probationary period of the higher classification shall form an extension of the employee's original probationary period, which may be extended further as referred to in Clause 12.01.

- 12.03** Pursuant to Clause **12.01**, the Employer will notify the employee in writing prior to the completion of the probationary period of an extension of his probationary period and shall give the reason(s) for the extension. The Employer shall offer the employee counselling to assist him to become suitable for permanent appointment.
- 12.04** Any employee who has served continuously without a break in service in excess of fourteen **(14)** calendar days, shall have such service counted towards his probationary period if he is appointed to a permanent position in the same classification.
- 12.05** At any time during the probationary period, the Employer may terminate the employment of a probationary employee and there shall be no recourse to the grievance procedure.
- 12.06** When a probationary period is extended for any reason, the employee shall have the right **to** appeal any disciplinary action, including dismissal, during such extended probation. There shall be **no** appeal, however, for ~~dismissal~~ **due to** unsatisfactory performance during the extended probation.
- 12.07** The Employer may grant permanent appointment at any time during the probationary period.
- 12.08** It is recognized that the policy of the Employer **is to** instruct all employees on all **aspects** of their duties and whenever practical, to give them the opportunity **to** work at all ~~related~~ duties during their probationary period.
- 12.09** On commencement of employment, a new employee shall be provided with a copy of his position description or list of duties.

ARTICLE 13

EMPLOYEE PERFORMANCE REPORTS

- 13.01** A copy of an Employee's Performance Report shall be made available to him at least two **(2)** work days prior to being reviewed or discussed with the rater.
- 13.02** Each Employee shall receive a copy of his performance report after it has been filled out and signed by the employee and the rater.

ARTICLE 14

ATTENDANCE

- 14.01 An employee who is absent from duty without prior authorization shall communicate daily during the absence, the reason for his absence directly to his supervisor or to a senior official at his place of work within the time limits set out below:
- (a) at least one (1) hour prior to the commencement of a shift; or,
 - (b) in the case of day workers, within one-half (1/2) hour of normal starting time.
- 14.02 An employee on authorized leave of absence for an indeterminate period shall notify a senior official at his place of work of his intention to return to work in the following manner:
- (a) an employee reporting for day work shall give notice during the preceding work day;
 - (b) an employee reporting for work on an afternoon or a night shift shall give notice no later than noon of the day immediately preceding his return to work.
- 14.03 An employee who is on a leave of absence of twenty (20) work days or more, and who wishes to return to work prior to the expiration date of a leave of absence for a fixed period shall notify a senior official in writing at his place of work at least five (5) full work days prior to the desired date of return.
- 14.04 Time limits, pursuant to Clauses 14.01, 14.02 and 14.03, shall be waived when it can be established that the employee, for acceptable reasons, was unable to contact his supervisor or a senior official within the time limits specified.

ARTICLE 15

HOURS OF WORK

- 15.01 The required hours of work shall be:
- (a) for the following classes: Beer Store Clerk, Maintenance Service Worker 2, Maintenance Service Worker 3, Maintenance Worker 1 and Maintenance Worker 2 seven and one-half (7 1/2) hours each work day

and five (5) work days per week (thirty seven and one-half (37 1/2) hours per week);

- (b) for all other employees, seven and one-quarter (7 1/4) hours each work day and five (5) work days per week (thirty six and onequarter (36 1/4) hours per week);
 - (c) for the purposes set forth in Clause 15.04, the equivalent of (a) and (b) above on a bi-weekly or annual basis.
- 15.02 (a) The scheduled hours of work approved by the Employer shall be posted at the work location. Hours of work schedules may be changed by posting notice of the change not less than seven (7) calendar days prior to the effective date of the change.
- (b) Except by mutual agreement between the employee and his supervisor, where a change is made in the employee's schedule with less than seven (7) calendar day's notice, the employee shall be paid at time and one-half (1 1/2) for all hours worked on the first shift of the changed schedule.
- 15.03 An employee shall be granted two (2) fifteen (15) minute paid rest periods and an unpaid meal break of not less than thirty (30) minutes during the shifts identified in 15.01.
- 15.04 The parties agree that the Employer may implement a flexible or modified work week system within the Employer's operation with mutual agreement by the majority of employees in that section provided there is no loss or gain in the employee entitlements.
- 15.05 In the event that there is a need to utilize split shifts, it shall be by mutual agreement of the Employer and the Employee concerned.

ARTICLE 16

SHIFT DIFFERENTIAL

- 16.01 A shift differential of seventy-five (\$0.75) cents per hour will be paid to all employees when they work a shift in which three (3) hours or more in the work day are worked between 4:00 p.m. of that day and 8:00 a.m. of the next day. The shift differential will apply to all hours worked during this period of 4:00 p.m. to 8:00 a.m. applied in units of one-quarter (1/4) hours.

- 16.02 At no time shall shift differential be included with the employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any employee benefits.
- 16.03 Notwithstanding the generality of the foregoing, an employee who works only evening or night shifts at his own request and with the concurrence of the Board, shall not be entitled to receive shift differential for any or all hours worked.

ARTICLE 17

OVERTIME

- 17.01 It is understood that from time to time employees will be required to work in excess of their daily and/or weekly hours. In such cases, all employees will be compensated for overtime in accordance with the following provisions.
- 17.02 All overtime must be authorized by the Employing Division prior to an employee working overtime.
- 17.03 **All** authorized overtime, including that occasioned by stocktaking, shall be paid for **at** the rate of time and one-half the regular rate of pay for the **first two (2)** hours overtime that day and at the rate of double time the regular rate of pay for overtime worked in excess of two (2) hours that day, computed to the closest one quarter (1/4) hour. Time off in lieu of payment shall be granted at the overtime rate if elected by the employee and approved by the Employer upon a minimum of seven (7) calendar days' notice. All authorized overtime on the employee's scheduled days of rest will be paid at the rate of time and one-half his regular rate of pay for the first three (3) hours overtime worked that day and at the rate of double time the regular rate of pay for overtime worked in excess of three (3) hours that day.
- 17.04 Where three (3) or more hours of overtime are worked immediately following the completion of an employee's normal hours of work, a meal allowance equal to the rate established for lunch in Travel regulations pursuant to Article 4 shall be paid.
- 17.05 Employees required to work overtime beyond their regular shift, and where it is anticipated that an hour or more overtime will be worked, shall be granted a paid fifteen (15) minute uninterrupted rest break before the start of overtime and a paid fifteen (15) minute rest break after two (2) hours of overtime worked.
- 17.06 When an Inspector or Investigator is required to perform field work as part of his employment, all time worked beyond his normal daily hours of work shall be compensated by straight time off in lieu of payment. Time off will be taken at a

time mutually agreeable to the employee and supervisor. For the purpose of this Article "field work" is defined as any work related duties performed outside of the residency office.

- 17.07 When an employee is called from home to work outside of scheduled working hours, he shall be paid not less than three (3) hours overtime except when such a call-out forms a continuous period with the employee's normal working hours, in which case no minimum shall apply and he shall be paid at the overtime rate only for the time worked immediately preceding his normally scheduled working hours, computed to the closest one quarter (1/4) hour,

ARTICLE 17 A

STAND-BY PAY

- 17A.01 ~~When an~~ Employee is designated ~~to~~ be immediately available ~~to~~ return ~~to~~ work during a period in which he is not ~~on~~ regular duty, he shall be compensated the ~~amount~~ of one-half (1/2) hour's pay at his regular ~~rate~~ for each four (4) hours ~~on~~ stand-by or major portion ~~thereof~~. On a day that is a Paid Holiday, the compensation shall be one (1) hour's pay at his regular rate for each four (4) hours on stand-by or major portion thereof.
- 17A.02 An Employee designated in writing to be ~~on~~ stand-by shall be supplied with a paging system.
- 17A.03 ~~When an~~ Employee is unable to ~~report~~ for work when required, while on stand-by, ~~no compensation~~ will be granted for any of the stand-by period.
- 17A.04 ~~When an~~ Employee ~~is~~ called back ~~to~~ work during a period in which he ~~was~~ on stand-by, he shall be compensated pursuant ~~to~~ Clause 17A.01 for the hours he was on stand-by ~~and~~ compensated pursuant to Article 17, Overtime, for the hours worked ~~on~~ call back.

Only those Employees employed in the following Classifications shall be assigned stand-by responsibilities:

LB 206	Intermediate Computer Operator
LB 207	Senior Computer Operator
LB 216	Programmer
LB 220	Production Analyst
LB 260	Maintenance Worker 1
LB 261	Maintenance Worker 2

ARTICLE 18

PAID HOLIDAYS

- 18.01 Employees are entitled to one day's paid leave for each of the following holidays:
- | | |
|-----------------------------|------------------|
| New Year's Day | Labour Day |
| Alberta Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |
| Civic Holiday (one (1) day) | |
- and any other day duly proclaimed as a Provincial or National holiday.
- 18.02 If a municipality does not proclaim a Civic Holiday as specified in 18.01, the first Monday in August shall be observed as such holiday. In the event more than one Civic Holiday is proclaimed, only one shall be observed.
- 18.03 Any employee required to work on any of the above holidays in order to maintain operation of the Employer shall receive either:
- (a) his regular salary plus time and one half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter; or
 - (b) in lieu of his regular salary, time and one half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, plus a day off in lieu with pay. Days in lieu will be taken on a date mutually acceptable to the employee and his Manager.
- 18.04 Where a paid holiday listed in 18.01 falls on an employee's regular day off, he shall be granted:
- (a) the next regular work day following the paid holiday; or
 - (b) a day off in lieu with pay at his regular rate at a time mutually agreeable to the employee and the Employer upon a minimum of two weeks' notice; or
 - (c) an additional day's pay at straight time for the holiday at his current rate.
- 18.05 A Christmas float day with pay will be observed on a date as determined by the Employer. Employees who are required to work on that day shall be paid their regular salary for that day and will be given pay at straight time rates for all hours worked that day.

ARTICLE 19

ACTING INCUMBENT

- 19.01 ~~To~~ be eligible for acting incumbency pay, an employee shall be designated by the Employing Division in writing ~~to perform~~ the principal duties of the higher level classification for a minimum period of five (5) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) days qualifying period in an acting incumbency capacity, an employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an employee is designated only limited additional duties. In the event the five (5) day qualifying period is reduced as a result of a Paid Holiday pursuant to Article 18.01, the qualifying period will be reduced by the number of Paid Holidays falling within the qualifying period.
- 19.02 Where an employee qualifies for acting incumbency pay, he shall have his regular salary increased by five (5%) percent or be paid the minimum salary for the higher classification, whichever is greater. In no case shall the maximum of the higher classification be exceeded.
- 19.03 It is understood that only one acting incumbent may be designated as the result of any one employee's absence.

ARTICLE 20

SEVERANCE PAY

- 20.01 The Employer agrees that severance pay will be granted to a permanent employee whose position is abolished and who cannot be placed in another position. The employee shall be paid one and one-half (1 1/2) week's pay for each year of permanent employment with the Employer up to a maximum of twenty-five (25) week's pay as severance pay.
- 20.02 Severance pay will not be paid to an employee who:
- (a) is dismissed for cause;
 - (b) resigns or retires;
 - (c) refuses to accept a transfer to another position in the same locality with no loss in pay;
 - (d) failed to return to work when recalled or has abandoned their position,

ARTICLE 21

SENIORITY

- 21.01** Seniority is defined as the length of an employee's continuous full time employment with the Employer from the most recent date of hire.
- 21.02** Seniority is not accumulated during:
- (a) layoff; or
 - (b) unauthorized unpaid leave of absence; or
 - (c) a leave of absence pursuant to Article 47 in excess of twenty (20) consecutive work days.
- 21.03** Seniority is lost, all rights are forfeited, and the Employer shall not be obligated to rehire the employee:
- (a) when the employee resigns or employment is properly terminated; or
 - (b) when the employee does not return to work within three (3) work days from the time notice of recall is delivered pursuant to Article 22; or
 - (c) upon the expiry of six (6) months following layoff during which time the employee has not been recalled to work.

ARTICLE 22

LAYOFF AND RE-EMPLOYMENT

- 22.01** Layoff is defined as an indefinite separation from employment as a result of lack of work with the intention of being returned at some future date.
- 22.02** The Employer shall provide written notice to employees who are to be laid off,
- (a) twenty (20) work days for employees having permanent status, or
 - (b) seven (7) work days for employees having Part-time status, or
 - (c) five (5) work days for employees having temporary status.
- before the layoff is to be effective.

- 22.03 If the employee who is to be laid off has not had the opportunity to work the entire period of notice, he shall be paid in lieu of work at the employee's regular **rate** of pay for that part of the notice period during which work was not made available, except in the event of an unexpected staff reduction necessitated by breakdown, malfunction or damage of the Employer's physical plant, equipment or machinery or **by the non** delivery of supplies through **causes beyond the** control of the Employer and **requiring** closure of all or part of the Employer's operations.
- 22.04 (a) In the event of a layoff, employees in the same job classification within a single **Division/Branch** and location shall be laid off in the reverse order of seniority and placed **on** a re-employment list.
- (b) Notwithstanding Clause **22.04(a)**, a permanent employee shall not be laid off while non-permanent employees remain in other employment categories in the same classification within a single **Division/Branch** and work **location**, provided that the permanent employee **is** qualified and able to perform the available work. If the services of the permanent employee **are** not required on a full-time basis for an indefinite period, the permanent employee may **choose** either temporary layoff provisions or **to** accept the reduced hours at the appropriate hourly **salary**, provided that he is qualified and able **to** perform the available work.
- 22.05 Employees shall be recalled **to** the same job classification in their order of seniority, provided they are qualified and able **to** perform the available work.
- 22.06 If a permanent employee has not **been** recalled within six (6) months from the date of layoff, he shall be entitled **to** the severance pay pursuant **to** Article 20, Severance Pay.
- 22.07 An employee who is laid off shall be responsible for providing the Employer with his current address for recall purposes.

No new employees shall be hired until those laid off have been given an opportunity for re-employment.

ARTICLE 23

P _____

- 23.01** The Employer will make a reasonable effort to effect reductions in the work force through attrition prior to and during the position abolishment process.
- 23.02** The Employer shall give a permanent employee and the Union at least ninety (90) calendar days prior written notice that the employee's position is to be abolished.
- 23.03** The employee may resign in writing and receive pay at his regular rate in lieu of part of the notice specified in Clause **23.02** to a maximum of two (2) months pay. If eligible, the employee may retire pursuant to the Public Sector Pension Plans Act with such retirement to be effective on or after the date notice pursuant to Clause **23.02** expires, however, if the employee resigns and ~~retires~~ before the end of the notice period, he shall not receive pay in lieu of notice.
- 23.04** A permanent employee who ~~has~~ more than one (1) year of continuous employment immediately preceding the notice of position abolishment, and who has not resigned in writing or retired, pursuant to Clause **23.03**, shall be entitled to the rights ~~set out~~ in the following clauses.
- 23.05** An employee whose position is declared abolished and for whom the Employer has not arranged ongoing employment within the Alberta Liquor Control Board or with ~~any~~ other employer, shall be eligible for:
- (a) during the first two (2) weeks of the written notice ~~period~~, the division shall fill all available comparable positions in the division and ~~work~~ unit through competitions limited exclusively to those employees whose positions have been declared abolished. The Employer shall undertake to notify those employees of all such available positions;
 - (b) where no alternative position is available to the employee of each abolished position under (a), the Employer shall fill all available comparable positions throughout the Board by operating competitions limited exclusively to such employees;
 - (c) where no alternate position is found for one (1) or more employees under paragraph (b), and the written notice period has expired for such employee(s), said employee(s) may be released from the Board;
 - (d) employee(s) released from the Board under Paragraph (c) shall be vested with the right to be appointed to the first available comparable position(s) through competition limited exclusively to such employee(s); such vesting

to last one hundred and eighty (180) consecutive calendar days commencing with the day following the release of the employee(s); the Employer shall undertake to notify those employees of all such available positions.

- (e) during the one hundred and eighty (180) day vesting **period** an employee shall be eligible to continue to be covered in the Alberta Health Care Plan, the Dental Plan, extended Medical Care and Group Life Insurance and Group Accidental Death and Dismemberment Benefits Plan. The Employer and employee premium contributions for these benefits, if applicable, shall continue.

- 23.06 If a permanent employee is released from the Board pursuant to Clause 23.05(c), and there is a casual employee employed in the same work unit, **as** designated by the division, performing the same or similar functions within the same classification, the **released** employee may be offered such casual employment, provided **the released** employee is qualified **and** able **to perform the** available **work**. If the **released** employee accepts such **casual** employment, he becomes a **casual** employee and the displaced casual employee will be **immediately** released from the Board. **An** employee who accepts casual employment pursuant to this Clause shall have the vested rights set out in Clause 23.05(d) continue to apply for the full 180 calendar day **period**.
- 23.07 When competitions limited to employees whose positions have been declared abolished **are** held pursuant **to** Clause 23.05, the division in which the available position is located, shall fill the position from amongst those employees to whom the competition is limited, provided that at least one of the employees **has** the ability to perform the duties and to assume the responsibilities of the available position(s) or has the potential for training on the job. Where two (2) or more employees have relatively equal qualifications, they shall be eligible for positions in order of their seniority.
- 23.08 Under the application of this Article, an employee placed into a position which has **a** maximum *salary* rate **less** than the *salary* rate he **was** receiving upon the date **of** position abolishment shall have his salary rate maintained **over-range**, until such time **as** the negotiated maximum *salary* rate for the new position equals or surpasses his existing *salary* rate.
- 23.09 An employee who accepts a position with a lower maximum *salary* pursuant to Clause 23.08, shall have the vested rights set out in 23.05(d) continue to apply for the full 180 calendar day **period**.

- 23.10** An employee who refuses without good and satisfactory reason to accept an alternate permanent position, with the same or a higher maximum *salary* as the position he was in upon position abolishment, shall forfeit all vested rights pursuant to Clause **23.05**.
- 23.11 All reasonable associated **expenses** involving relocation, pursuant to Clause 23.07, or competitions pursuant to Clause **23.05**, shall be paid by the Employer in accordance with the Travel and Subsistence Allowance as set out in the Human Resources Policies and Procedures Manual.
- 23.12** **During the** period of notice of position abolishment pursuant to Clause 23.02, the Employer will allow the affected employee a reasonable amount of time off with pay to be interviewed by prospective employers outside the Employer.
- 23.13 At the end of the vesting **period**, an employee who was released from the Board pursuant to this Article and who is no longer employed in the Board in any capacity may be eligible for severance pay pursuant to Article 20, Severance Pay. Employees who at the end of the vesting period are still employed in the Board in some capacity other than a permanent position, shall be eligible for severance pay pursuant to Article 20, Severance Pay when such non-permanent employment **terminates**. Severance pay will not be paid to an employee who was dismissed, resigned, retired, or who refused an alternate position at no **loss** in *salary*.
- 23.14 Notwithstanding other provisions of this Article, an employee who is released from the Employer may choose to waive his vested right under Clause 23.05(d) and elect to receive severance pay at the time he is released that he would have been eligible to receive under Clause 23.13.

ARTICLE 24

JOB OPPORTUNITIES

- 24.01** Subject to Article 23, notice outlining details of available *permanent* positions will be maintained on notice boards at suitable locations. Such notices will be posted for a minimum period of ~~ten~~ (10) calendar days prior to filling the vacancy. The positions may be advertised outside the Employer, but outside applicants shall not be considered if suitable in-service candidates make application for the position.

ARTICLE 25

RIGHTS ON TRANSFER

- 25.01 An employee who is promoted or transferred to another position and during a **trial** period is found to be unsuitable, will be returned **to** his former position, or **to** another similar position for which he is qualified, at his former *salary*.
- 25.02 For one hundred and eighty (180) calendar days after an employee is assigned to a class with a lower maximum *salary* as a result of a change in duties and responsibilities, the employee shall have first right of refusal should a vacancy occur in the classification he was previously in within the same Division/Branch and work location, provided he is qualified and able to perform the available work.

ARTICLE 26

SPECIAL LEAVE

- 26.01 An employee who requires time off from work, shall be granted special leave without loss of pay **upon** approval by a senior official at his work place. The circumstances under which special leave shall be approved are subject to Clause 26.02 and subject to the corresponding yearly maximum number of work days within each payroll **year as** follows:
- (a) illness within the immediate family - up to three (3) days,
 - (b)** bereavement - up to four **(4)** days around the date of the **funeral** or the memorial service,
 - (c) travel time for bereavement - up to two (2) days,
 - (d) moving household effects - up to three (3) days,
- 26.02 For purposes of determining eligibility for special leave under Clause 26.01, the following provisions shall apply:
- (a) an employee who requires time off work, shall be granted leave without loss of pay for **a** period of up to three (3) work days, if there is **an** illness in his/her immediate family. Immediate family means spouse (including common-law spouse), **son**, daughter, mother or father.

- (b) bereavement - leave of absence shall be granted in the event of the death of the following:
 - (i) spouse (including common-law spouse), parent, ~~son~~, daughter, or the wife or husband of any of them -four (4) work days;
 - (ii) parent-in-law, brother, sister, or the husband or wife ~~of~~ any of them - two (2) work days;
 - (iii) grandparents, grandchildren, uncles, aunts, nieces, nephews, foster parents (if NOT considered true parents in Clause (i) above) and other relatives or close friends with whom the employee has lived for some time - one (1) ~~work~~ day;
 - (iv) in cases other than those specified above, one-half (1/2) work day, without travelling time, for the purpose of attending the funeral or the memorial service;
 - (v) in ~~cases~~ of bereavement under (i) above occurring during an employee's annual vacation leave, four (4) work days shall be taken immediately upon the completion of that vacation period;
 - (vi) the provisions of bereavement leave do not apply when an employee is on leave of absence with pay.
- (c) travel time for bereavement shall mean for travel where long distances or travel from isolated ~~areas~~ are involved.
- (d) moving of household furniture and effects shall apply to an employee who maintains a self-contained household and who changes his place ~~of~~ residence which necessitates the moving of his household furniture and effects during his normal work hours and if he has not already ~~used~~ such special leave within the current payroll year ~~as~~ follows:
 - (i) one (1) work day with pay if moving within the same locality; or
 - (ii) three (3) work days with pay if moving to another locality at a distance beyond one hundred and fifty (150) kilometres;
 - (iii) benefits under this Article may be granted only once ~~per~~ payroll year except in cases of changes in residence ~~as~~ a result of a work related competition or except under extenuating circumstances at the discretion of the Employer;

- (iv) the provisions of the Article do not apply when an employee is on annual vacation or leave of absence with pay.

26.03 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, bereavement leave may be granted more than once within a payroll year.

26.04 Two weeks notice may be required for leave requested under Clause 26.01, Sub-Clause (d).

26.05 Court Leave

Notwithstanding Clause **26.03**, when an employee is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce Employer records, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer.

26.06 When an employee is subpoenaed as a witness in his private capacity:

- (a) at a location within the Province of Alberta, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer;
- (b) at a location outside the Province of Alberta, he may be allowed leave with pay if authorized by the Employing Division, but any monies receivable by him shall be paid to the Employer.

ARTICLE 27

ILLNESS LEAVE BENEFITS

27.01 Illness leave will be regulated according to the following provisions:

- (a) "Illness" means any illness, injury (other than injuries covered by the Workers' Compensation Board) or quarantine restrictions which cause a permanent or probationary employee to be absent from work.
- (b) "Casual Illness" is an illness as described in 27.01 (a) which causes an employee to be absent from work for a period of two (2) consecutive work days or less.

- (c) "General Illness" is an illness as described in 27.01 (a) which causes an employee to be absent from work for a period of more than **two** (2) consecutive work days.
- (d) "Year or years of employment" for the purpose of this Article, the most recent Commencement of full time employment becomes an employee's anniversary date for computing year(s) of service.
- (e) The Employer shall retain the full amount of any reduction in premium or a premium rebate, allowable on Unemployment Insurance by the Unemployment Insurance Commission which is granted as a result of the benefits covering employees to which this Collective Agreement applies.

27.02 A permanent or probationary employee at the commencement of each year of employment shall be entitled to illness leave at the specified rates of pay in accordance with the following sub-clauses, and the application of such Illness Leave shall be as set out in accordance with Clause 27.03.

- (a) Illness commencing in the first year of employment, but following the first three (3) ~~months~~ of employment; 100% of normal **salary** for each of the first ~~ten~~ (10) work days of illness and 70% of normal **salary** for each of the next seventy-five (**75**) work days of illness.
- (b) Illness commencing in the second year of employment; 100% of normal **salary** for each of the first twenty (20) work days of illness and 70% of normal **salary** for each of the next sixty-five (65) work days of illness.
- (c) Illness commencing in the third year of employment; 100% of normal **salary** for each of the first thirty-five (**35**) work days of illness and **70%** of normal **salary** for each of the next fifty (50) work days of illness.
- (d) Illness commencing in the fourth year of employment; 100% of normal **salary** for each of the first fifty (50) work days of illness and 70% of normal salary for each of the next thirty-five (**35**)work days of illness.
- (e) Illness commencing in the fifth year of employment; 100% of normal **salary** for each of the first seventy (70) work days of illness and 70% of normal **salary** for each of the next fifteen (15) work days of illness.
- (f) Illness commencing in the sixth or any subsequent years of employment; 100% of normal **salary** for each of the first eighty-five (85) work days of illness.

- (b) After the first ~~three~~ (3) months of employment an employee will be allowed up to ~~a~~ further two (2) days illness entitlement. Such leave is excluded from the illness provisions in Clause 27.02.
- (c) After the first year of employment ~~an~~ employee who is absent due to casual illness of up to two (2) consecutive work days or less, shall receive his normal ~~salary~~ for those days absent up to a maximum of five (5) days within a year of service. Such leave is excluded from the illness provisions in Clause 27.02.

27.09 If ~~an~~ employee ~~is~~ ill at work or requires time off for the purpose of attending dental, physiotherapy or medical appointment, provided he ~~has~~ been given prior authorization by management and he works one hour in a half day that he is absent for those purposes, such absences shall neither be charged against his ~~casual~~ illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment.

27.10 This Article is subject to Articles 28 and 29.

ARTICLE 28

PROOF OF ILLNESS

28.01 To obtain illness leave benefits ~~as~~ described in Article 27, the employee may be required to provide a medical certificate or other proof of illness satisfactory to the Employer, in respect of ~~any~~ absence taken up to two (2) days claimed to be due to illness. Where there is a discernable pattern of misuse, the Employer shall have ~~the~~ option to require a medical certificate. An employee shall be advised of the requirement to provide a medical certificate prior to his return to work. The Employer ~~may~~ **also** require the employee to submit proof of attendance at a medical, dental, physiotherapy or optical appointment when time off from work is ~~granted~~ to attend such appointments.

28.02 To obtain illness leave benefits for any absence from work of more than two (2) consecutive work days, the employee shall provide a medical certificate or acceptable proof of illness satisfactory to the Employer.

- 28.03 (a) The Employer may require that ~~an~~ employee be examined by a medical board:
- (i) in the case of prolonged or frequent absence due to illness; or

- (ii) when it is considered that an employee is unable to satisfactorily perform his duties due to disability or illness.
 - (b) The report of the Medical Board to the Employer shall contain conclusions and recommendations relating to any limitation or restrictions concerning the employee's ability to perform the duties of his position and the medical information leading to those conclusions and recommendations.
- 28.04** Pursuant to Clause 28.03, an employee shall be entitled to have his personal physician or other physician of his choice to be a member of the Medical Board or to act as his counsel before the Medical Board. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the employee's physician.
- 28.05** An employee who is on Illness Leave for the duration of the waiting period and is claiming benefits under the Employer's L.T.D.I. Plan shall submit the required claim forms to the Insurance Carrier and provide such proof of illness as required by the Insurance Carrier,
- 28.06** When an employee has been on Illness Leave and wishes to return to work, the employee may be required to provide medical evidence stating that the employee is fit to perform all regular duties.
- 28.07** Where an employee has been examined pursuant to Clause 28.03 and the employee is also applying for L.T.D.I. benefits, a copy of the report of the Medical Board shall be considered as part of the employee's application.
- 28.08** The parties agree that the Illness Leave benefits as provided in Article 27 are intended only for the purpose of protecting the employee from loss of income when the employee is ill.

ARTICLE 29

CONDITIONS OF ILLNESS ENTITLEMENT

- 29.01** If an employee uses his total sick leave entitlement in any one employment year, he is not entitled to further paid sick leave for that employment year.
- "Employment year" begins with the most recent date of full time employment and continues with each full year of continuous employment thereafter.

- 30.06 When an employee is placed on the L.T.D.I. Plan and is receiving benefits and subsequently is denied further L.T.D.I. benefits, and is not able to return to work to perform all the regular duties of his classification or refuses to work in another job which he is capable of performing, that employee will be deemed to have resigned effective the date L.T.D.I. benefits under the Plan are terminated by the Insurance Company or effective the date of the employee's refusal to accept work.

ARTICLE 31

ALCOHOLISM, DRUG ABUSE AND MENTAL ILLNESS

- 31.01 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which ~~can~~ respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- 31.02 When an employee's work performance is adversely affected by a condition mentioned in 31.01 above, the Supervisor shall offer assistance by referring the employee to an Employee Assistance Program. The employee may access either the Employer's "Employee Assistance Program" or Crisis Management Resources as arranged through The Alberta Union of Provincial Employees.

ARTICLE 32

WORKERS' COMPENSATION

- 32.01 In accordance with the Workers' Compensation Act, when an employee sustains an injury in the course of his duties with the Employer that causes the employee to be absent from work, the employee and employer shall complete the required forms for Workers' Compensation. If the claim is approved by the Workers' Compensation Board, the employee shall be paid his regular salary during the period he is required to remain off work up to eighty-five (85) consecutive work days. If an employee is granted a total disability pension during this period or is unable to work when this period expires, he shall then receive the benefits available to him under the Workers' Compensation Act and the benefit provided under the Employer's Long Term Disability Income Benefits Plan, if eligible.

- 32.02** The eligibility ~~period~~ specified in Clause **32.01** shall not apply in the event of a reoccurrence of a disability due to a previously claimed injury, unless the employee has not used the total eligibility period in which case the unexpended ~~period~~ of eligibility may be applied.
- 32.03** When a day designated as a paid holiday under Article 18 falls within a period of time an employee is eligible to receive Workers' Compensation, it shall be counted as a day of Workers' Compensation, and under no circumstances shall an employee receive any additional entitlement in respect of that day.
- 32.04** An employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury.
- 32.05** A recipient of Workers' Compensation benefits who at the commencement of absence from work pursuant to Clause **32.01** is participating in Alberta Health Care, Alberta Blue Cross, Group Life Insurance Plan, the Dental Plan, or L.T.D.I. Plan shall continue to be covered under these plans throughout the ~~period~~ the employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the employee as outlined in Articles **30, 35** and **36**.

ARTICLE 33

ANNUAL VACATION LEAVE

- 33.01** Annual vacations shall be scheduled by mutual agreement between the employee and his immediate supervisor or senior official at his place of work.
- 33.02** An employee shall not take vacation leave without prior authorization.
- 33.03** Vacation leave shall be taken in one consecutive period unless otherwise requested by the employee and approved by the Division/Branch. Vacation shall not be carried over from one vacation period to the next unless special circumstances exist and must be approved by the Employer,
- 33.04** All employees covered by this Agreement shall be entitled to vacations with pay on the completion of each calendar year as follows:

ARTICLE 34

MATERNITY/ADOPTION/PARENTAL LEAVE

- 34.01 An employee who has completed twelve **(12)** months continuous employment from date of hire shall, upon fourteen (14) calendar days written notice, be granted up to six **(6)** months maternity leave upon request. If requested by the employee, the period of maternity leave may be extended up to an additional three (3) months at the discretion of the Director. A pregnant employee should apply for maternity leave **as soon as** possible prior to her expected date of delivery, but in any **case** shall give the Employer at least two (2) weeks notice in writing of the date on which she intends to commence maternity leave.
- 34.02 An employee granted leave without pay for maternity reasons pursuant to Clause 34.01 shall, upon two (2) weeks notice of her intention to return to work, be returned to her former position or be placed in another position at not less than the same **salary** level within the Employer's operation upon her return to work.
- 34.03 Upon reasonable notice being given to the Employer, an employee shall be granted leave of absence without pay for up to six (6) months immediately following the adoption of a child. The employee shall furnish proof of adoption.
- 34.04** A male employee who **has** completed twelve **(12)** months of continuous service before commencing leave, and who has or will have the actual care or custody of the new born child shall be granted up to six **(6)** months parental leave without pay immediately following the birth of the child. The employee shall provide proof of the birth of the child and shall give the Employer reasonable notice in writing of the date on which the leave is **to** commence.
- 34.05 Notwithstanding any other provision of this Article, if the pregnancy of an employee interferes with the performance of her duties, the Division may transfer an employee to a more suitable position, if one is available, and **salary** shall not **be** reduced. If a suitable position is not available, the Division may by notice in writing to the employee, require that she proceed on maternity leave.
- 34.06 A pregnant employee who presents medical evidence from her physician, in accordance with Article 29, that continued employment in her present position may **be** hazardous to herself or her unborn child or that she is medically unable to perform her current duties, may request a transfer to a more suitable position if one is available. The employee shall remain at the same **salary** level during this period. If no suitable position is available the employee shall be covered by Illness Leave in accordance with Articles 27, 28, 29, 30 and 31.

- 34.07 In the event that Maternity Leave commences in the early stages of pregnancy resulting in the need for an absence from work longer than nine (9) months, the employee may request further leave without pay pursuant to Article 47 - Leave Without Pay.
- 34.08 An employee who, at the commencement of maternity, adoption, or parental leave, is participating in Alberta Health Care, Extended Medical, and/or Group Life Insurance Plans shall continue to be covered under the plans throughout the period of leave and the employer/employee contributions shall continue as before the leave.

ARTICLE 35

HEALTH PLAN BENEFITS

- 35.01 The Employer will pay 50% of the premiums of extended medical care and Alberta Health Care Insurance coverage for all probationary and permanent employees on the following basis:
- (a) 50% of the family rate for wage earners with dependents;
 - (b) 50% of the single rate for all other employees.
- 35.02 The Dental Plan as described in the Letter of Understanding Dental Plan, will be totally funded by the Employer.

ARTICLE 36

GROUP LIFE INSURANCE

- 36.01 The Employer will pay fifty (50%) per cent of the Group Life Insurance premium and Group Accidental Death and Dismemberment Benefits premium or the full premium on the first five thousand dollars (\$5,000.00) life insurance coverage, whichever is the greater, for all probationary and permanent employees.
- 36.02 The Employer will pay the total premium cost for five thousand dollars (\$5,000.00) of basic life coverage for an employee who is eligible for the basic life coverage.

- 41.03 An employee who is employed by the Employer at a location north of the 55th parallel of north latitude in the Province of Alberta and whose travel is chiefly in that part of the province, shall be paid an additional one (1¢) cent per kilometre as set out in Clause 41.02.
- 41.04 An employee shall be considered on travel status when he travels outside the:
- (a) metropolitan area, or
 - (b) town or city where a residency inspection office is located.
- 41.05 Employees who are required to work a full eight (8) hour shift commencing at or after 4:00 P.M. shall be entitled to claim a late dinner allowance equivalent to a dinner allowance provided in the schedule above, upon production of a receipt; employees on travel status shall be entitled to claim a late night lunch allowance equivalent to the luncheon allowance pursuant to the Schedule, upon production of receipt.

ARTICLE 42

FOREST FIRE OPERATIONS, FLOOD CONTROL AND POLLUTION CONTROL

- 42.01 A permanent or temporary employee conscripted in forest fire operations, flood control or pollution control shall not suffer a loss of salary or wages while so employed.

ARTICLE 43

DISCIPLINARY ACTION/PURGED FILES

- 43.01 When the Employer takes disciplinary action against an employee, that employee shall be informed in writing as to the reason(s) for such action. The employee will be provided with a copy of all written reprimands or written notices of other disciplinary action.
- 43.02 An employee who is to be interviewed on any disciplinary measure shall be entitled to have a Union Steward present at the interview. If there is a Union Staff Representative readily available in the vicinity, the employee may request his presence in place of the Union Steward.
- 43.03 An employee who has been subjected to disciplinary action may after thirty (30) months of continuous service from the date the disciplinary measure was invoked, request that his Official Personal File be purged of any record of the disciplinary

action. Such request will be granted provided the employee's file does not contain any further record of disciplinary action, during that thirty (30) month ~~period~~, of which the employee is aware.

- 43.04 Subject to Clause 12.05, no employee shall be dismissed, suspended or demoted without just cause.
- 43.05 Access ~~to~~ an employee's Personal File shall be provided to the employee or his authorized representative, upon request and within a reasonable time, once in every year and in the event of a grievance or complaint. He may request a representative of the Union to be present at the time of such examination.
- 43.06 Management of the Employer may interview employees or conduct investigations which may give ~~rise~~ to disciplinary action.

ARTICLE 44

SAFETY COMMITTEE

- 44.01 The Employer and the Local of the Union shall maintain a joint Safety Committee which shall consist of representatives of the employees covered by this Agreement who ~~are selected~~ by the Local, not to exceed three (3) in number, and an equal number ~~representing~~ the Employer. This Committee shall meet during normal working hours. The Committee will be organized in accordance with the spirit and intent of the Occupational Health and Safety Act.
- 44.02 The joint Safety Committee shall be informed ~~as soon as possible~~ of any fatal accident or serious injury of any employee ~~on~~ the job.

ARTICLE 45

PART-TIME EMPLOYEES

All provisions of this Collective Agreement shall apply to Part-time employees, except as modified by this Article. The modifications are:

45.01 Article 11 - Grievance Procedure

Part-time employees shall have full coverage of Article 11, Grievance Procedure provided however that the Employer may terminate the employment of a Part-time employee within the first nine hundred and seventy-five (975) hours or twelve months, whichever occurs first, and there shall be no recourse beyond Step 1 of the Grievance Procedure.

45.08 Article 22 - Layoff and Re-employment

In addition to Article 22 the following shall apply:

- (a) Part-time employees laid off shall be placed on a re-employment list for a **period of six (6)** months. An employee's name shall be removed from the reemployment list on his first refusal to return to work in any position or when he **has** neglected to keep the Employer advised of the address at which he **can be** contacted. The provision of Clause **45.23** shall not apply while on a re-employment list.
- (b) Clause 22.06 shall not apply.

45.09 Article 23 - Position Abolishment

Shall not apply.

45.10 Article 26 - Special Leave

The corresponding yearly maximum number of work days within each payroll year shall be modified as follows:

- (a) for illness within the immediate family • up to seven and one-half **(7.5)** hours.

45.11 Article 27 - Illness Leave Benefits

Clauses 27.01(b) and (c) shall not apply.

In place of 27.01(d) the following shall apply:

"Years of Employment" for the purpose of this Clause, are calculated from the date of commencement of Part-time employment,

In place of Clauses **27.02** to **27.09** the following shall apply:

- (a) Part-time employees shall ~~earn~~ illness leave at the rate of seven and one-half **(7.5)** hours for each one hundred and sixty-two and one-half (162.5) regular hours worked.

A Part-time employee may ~~earn~~ up to seventy-five **(75)** hours during the first year of employment as a Part-time employee.
- (b) A Part-time employee may utilize earned illness leave credits to a maximum of thirty-seven and one-half **(37.5)** hours in the first year of employment as a Part-time employee.

At the end of the first employment year, unused illness leave credits shall be carried forward to the second employment year.

- (c) Part-time employees will continue to accrue illness leave credits in the second and subsequent employment years to a maximum of one hundred and fifty (150) hours.

During the second and subsequent employment years, Part-time employees may utilize earned illness leave credits to a maximum of seventy-five (75) hours.

At the end of the second and subsequent employment years, unused illness leave credits to a maximum of one hundred and fifty (150) hours shall be carried forward to the next employment year.

- (d) If a Part-time employee becomes ill at work or requires time off for the purpose of attending dental, physio-therapy or medical appointments, he shall not suffer a loss of earnings for the balance of the half shift disrupted. Any remainder of the scheduled shift will be charged against his illness leave entitlement.

45.12 Article 28 - Proof of Illness

Clauses **28.05** and **28.07** shall not apply.

45.13 Article 29 - Conditions of Illness Entitlement

In lieu of **29.01** the following shall apply:

If an employee uses his total sick leave entitlement in any one employment year, he is not entitled to further paid sick leave for that employment year until further benefits accrue pursuant to Clause **45.11**.

Clauses **29.02**, **29.03**, **29.06** and **29.07** shall not apply.

In lieu of **29.05** the following shall apply:

Illness benefits shall not apply if:

- (a) the absence is due to an injury while in the employ of any other employer; ~~nor~~ is he eligible for any sick leave benefits for any subsequent absences caused by that injury; or
- (b) the absence is due to an intentional self-inflicted injury.

45.14 Article 30 - Long Term Disability

Shall not apply.

45.15 Article 32 - Workers' Compensation

This Article shall not apply except for Clauses 32.03 and 32.04.

45.16 Article 33 - Annual Vacation Leave

(a) In lieu of vacation leave, a percentage of *salary* will be paid **as** follows:

- (i) Part-time employees who have worked less than fifteen thousand six hundred (15,600) regular hours shall be paid six per cent (6%) **of** regular *salary* bi-weekly.
- (ii) Part-time employees who have worked fifteen thousand six hundred (15,600) or more regular hours, but less than thirty-five thousand one hundred (35,100) hours shall be paid eight per cent (**8%**) of **regular** *salary* bi-weekly.
- (iii) Part-time employees who have worked thirty-five thousand one hundred (35,100) or more regular hours shall be paid ten per cent (**10%**) of regular *salary* bi-weekly.

Percentage changes will be effective the pay period following the completion of hours.

(b) Where operational requirements permit and with the approval of the Employer, a request for time off without pay for vacation purposes to a maximum of three (3) weeks may be granted. Requests for such leave shall be submitted at least two (**2**) weeks in advance of the commencement of such leave.

(c) The time off without pay shall be taken in one consecutive period unless otherwise requested by the employee and approved by the Employer. No more than two separate periods of leave will be approved.

45.17 Article 34 - Maternity/Adoption/Parental Leave

An employee granted leave without pay for maternity ~~reasons~~ pursuant to Article 34 shall upon fourteen (**14**) calendar days notice of her intention to return to work, be returned to her former employment status.

Prior arrangements for the payment of the employee premium of contributory benefits shall be made prior to the leave.

- 45.18** In lieu of benefits pursuant to Article **30**, Long Term Disability, Article 35, Health Plan Benefits, and Article **36**, Group Life Insurance, Part-time employees shall be paid an additional one per cent (1%) of regular *salary*.

This clause shall ~~cease~~ apply to a Part-time Employee on the first day of the month following the month in which they have completed two thousand eight hundred and fifty (**2,850**) hours since their most recent date of employment as a Part-time Employee and will be required to participate in an extended medical benefit program for Part-time Employees. The premiums for the extended medical benefits will be **50/50** cost shared.

- 45.19** Article 37 - Recognition of Service

Shall not apply.

- 45.20** Article 39 - Payment of Salaries

In lieu of Article **39**, the following shall apply:

A Part-time employee shall ~~be~~ entitled to the hourly *salary rate* which is the minimum *salary rate* for that class of employment for which he is hired. With effect from June **20, 1982** an employee who has completed the equivalent of four hundred and eighty-seven point five (**487.5**) hours of work, nine hundred and seventy-five (**975**) hours of work, one thousand nine hundred and fifty (**1,950**) hours of work, three thousand nine hundred (**3,900**) hours of work and five thousand eight hundred and fifty (**5,850**) hours of work respectively, shall be entitled to receive the hourly ~~rate~~ shown in the attached Schedule ~~as~~ being applicable ~~to~~ an employee who has worked **3** months, **6** months, **1** year, **2** years and **3** years respectively, provided that any increase may be withheld subject to the Grievance Procedure for unsatisfactory performance. ~~A~~ negotiated increase shall not be withheld except that portion by which an employee's *salary* is presently ~~over-range~~.

- 45.21** Article 40 - Lone Service Increases

In lieu of Article **40**, the following shall apply:

- (a) A Long Service Increase of one (1) increment shall be paid to employees who have completed one thousand nine hundred and fifty (1,950) hours of work after reaching their maximum *salary* provided they have completed since June **20, 1982** an equivalent of six (**6**) years (being eleven thousand seven hundred (**11,700**) hours of work) employment with the Employer.
- (b) An employee shall be eligible to receive such increase ~~on~~ the first of the pay ~~period~~ following qualification under the provisions of Clause **45.20** and Clause 45.21(a).

- 45.22 Part-time employees, not on authorized leave, whose employment has lapsed for ten (10) full consecutive bi-weekly pay periods or more, shall be considered as new Part-time employees for the purpose of this Agreement.
- 45.23 **Article 46 - Casual Employees**
shall not apply.
- 45.24 **Article 47 - Leave Without Pay**
Article 47.01 shall apply providing a suitable replacement is available.
- 45.25 The following Letter shall not apply:
- Letter of Understanding Re: Dental Plan
- 45.26 The Employer shall determine the number of Part-time employees to be employed at **any** location.
- 45.27 Accumulated regular hours worked will be recorded on an employee's pay advice.

ARTICLE 46

CASUAL EMPLOYEES

- 46.01 Only the following Articles of the Collective Agreement shall apply to Casual employees:

Article 1	Interpretation
Article 2	Application - only Clauses 2.07 and 2.08
Article 4	Bargaining Agent
Article 5	Terms of Employment
Article 6	Future Legislation & the Collective Agreement
Article 7	Management Recognition
Article 8	Union Membership and Dues Check off
Article 9	Time OFF for Union Officers and Members
Article 10	- Union Stewards
Article 11	- Grievance Procedure - also see Clause 46.10
Article 12	- Probationary Appointments - only Clauses 12.04 and 12.09
Article 13	- Employee Performance Reports
Article 32	- Workers' Compensation - only Clause 32.03
Article 41	Travel and Subsistence Allowance
Article 43	Disciplinary Action/Purged Files

- Article 44 - Safety Committee
- Article 49 - Duration of Agreement

The following Articles shall apply as modified:

- 46.02** Article **15 Hours of Work** - In lieu of this Article, the following shall apply:
- (a) The hours of work for a Casual employee shall be up to required hours of work as specified in Article **15**.
 - (b) Clause **15.03** shall apply.
- 46.03** Article **17 Overtime** - In lieu of this Article, the following shall apply:
- Overtime **means** hours worked in excess of the required hours of **work** pursuant to Clause **15.01**.
- All overtime for casual employees must be authorized by the Division Head or his delegate prior to an employee working overtime. All **authorized** overtime shall be paid for at the rate of time and one-half (1 1/2x) the regular rate of pay for the first two (2) hours overtime that day and at the rate of double time (2x) the regular rate of pay for overtime worked in excess of two (2) hours that day, computed to the nearest one-half (**112**) hour.
- 46.04** Article **18 Paid Holidays** - In lieu of this Article the following shall apply:
- In lieu of paid holidays, Casual employees shall receive five point **two (5.2%)** per cent of their regular **salary**.
- 46.05** Article **33 Annual Vacation Leave** - In lieu of this Article, the following shall **apply**:
- In lieu of vacation leave, Casual employees will receive six (6%) per cent of their regular **salary**.
- 46.06** Article **34 Maternity Leave** - In lieu of this Article, the following shall apply:
- An employee granted leave without pay for maternity reasons pursuant to Clause **34.01** shall upon fourteen (**14**) calendar days notice of her intention to return to work, be returned to her former status.
- Upon reasonable notice being given to the Employer, an employee shall be granted **leave** of absence **without** pay for up to six (6) months immediately following the adoption of a child. The employee shall furnish proof of adoption.

46.07 Article 39 Payment of Salaries - In lieu of this Article, the following shall apply:

A Casual employee shall be entitled to the hourly *salary* rate which is the minimum *salary* rate for that class of employment for which he is hired. With effect from June 20, 1982 a Casual employee who has completed the equivalent of 487.5 hours of work, 975 hours of work, 1,950 hours of work, 3,900 hours of work and 5,850 hours of work respectively, shall be entitled to receive the hourly ~~rate~~ shown in the attached Schedule as being applicable to an employee who has worked 3 months, 6 months, 1 year, 2 years and 3 years respectively, provided that any increase may be withheld subject to the Grievance Procedure for unsatisfactory performance. A negotiated increase shall not be withheld except that portion by which an employee's *salary* is presently over-range.

46.08 Article 40 Long Service Increases - In lieu of this Article, the following shall apply:

- (i) A Long Service Increase of one (1) increment shall be paid to casual employees who have completed 1,950 hours of work after reaching their maximum *salary* provided they have completed since June 20, 1982 an equivalent of six (6) years (being 11,700 hours of work) employment with the Employer.
- (ii) An employee shall be eligible to receive such increase on the first of the pay period following qualification under the provisions of Clause 46.07 and Clause 46.08.

46.09 ~~Casual~~ employees, not on authorized leave, whose employment has lapsed for six (6) full consecutive bi-weekly pay periods or more, shall be considered as new casual employees for the purpose of this Agreement.

46.10 Article 11. Grievance Procedure

~~Casual~~ employees shall have full coverage of Article 11, Grievance Procedure, provided however, that the Employer may terminate the employment of a Casual employee within the first four hundred and eighty-seven and one-half (487.50) hours and there shall be no recourse to the grievance procedure,

ARTICLE 47

LEAVE WITHOUT PAY

- 47.01** Where operational requirements permit and with the approval of the Employer, leave without pay shall be granted to an Employee. Requests for such leave must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such a request can be considered.
- 47.02** An employee granted leave without pay shall make prior arrangements for the payment of the employee's share of the premiums of any contributory benefit plans.

ARTICLE 48

CASHIER SHORTAGES

- 48.01** All daily cash shortages of two dollars (\$2.00) or less shall be absorbed by the Employer. All daily cash shortages in excess of two dollars (\$2.00) shall be the responsibility of the cashier and he/she shall reimburse the Employer for fifty percent (50%) of such cash shortages in excess of two dollars (\$2.00) but not including the two dollars (\$2.00). All overages shall be retained by the Employer.

ARTICLE 49

DURATION OF AGREEMENT

- 49.01** This Agreement except as otherwise noted shall take effect on May 7, 1995 and shall remain in effect until December 31, 1997 and from year to year thereafter unless notice to negotiate is served by either party pursuant to the Act.
- 49.02** When Notice is served by either party under the provisions of the Act, this Agreement shall continue in effect until:
- (a) a settlement is agreed upon and a new Agreement is signed, or
 - (b) if settlement is not agreed upon, then this Agreement shall remain in effect until a new Agreement becomes valid in accordance with the applicable provisions of the Act.
- 49.03** The parties may consult from time to time on matters of mutual interest.

- 49.04** At any time during the life of this Agreement, both parties upon mutual decision, may **re-open** negotiations on any or all matters which form part of this Agreement.
- 49.05** Problems may **arise** in the recruitment and retention of qualified staff. The Board may, at any time during the life of this Agreement serve upon the Union, **notice** of intent:
- (a) to increase the rates for any existing job classification; or
 - (b) to add to or improve any employee benefits; and thereupon, following the agreement with the Union, the changes shall become the applicable rates or employee benefits. Should the parties not agree, no changes in the rates or benefits may be implemented.
- 49.06** **Any notice** required to be given under the terms of this Agreement or the Act shall be deemed to have been sufficiently served if personally delivered, mailed in a prepaid **registered** envelope, or **receipted** courier service **addressed in the case** of the Board to:

Chairman & Chief Executive Officer
Alberta Liquor Control Board
50 Corrivert Avenue
St. Albert, Alberta
T8N 3T5

and in the case of the Union to:

The President
The Alberta Union of Provincial Employees
10451 - 170 Street
Edmonton, Alberta
T5P 4S7

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

FOR THE ALBERTA LIQUOR CONTROL BOARD on the 21 day of

June 1996.

[Signature]
Witness
CHIEF EXECUTIVE OFFICER
EXECUTIVE OFFICER

[Signature]
~~Chairman and Chief Executive Officer~~
WITNESS

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES on the 21 day of

June 1996.

[Signature]
Witness

[Signature]
President

SCHEDULE I - PAY SCHEDULE
Pursuant to Public Service
Employee Relations Act
ALBERTA LIQUOR CONTROL BOARD
December 31, 1995 - December 31, 1997

Top Figure - Bi-Weekly
Middle Figure - Monthly
Bottom Figure - Hourly

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>L.S.I.</u>
LB 041 Information Officer 1	1,055.60	1,093.80	1,138.90	1,187.60	1,233.60	1,286.90	1,347.60
	2,296.00	2,379.00	2,477.00	2,583.00	2,683.00	2,799.00	2,931.00
	14.56	15.09	15.71	16.38	17.02	17.75	18.59
LB 042 Information Officer 2	1,233.60	1,286.90	1,347.60	1,409.70	1,474.00	1,543.00	1,613.80
	2,683.00	2,799.00	2,931.00	3,066.00	3,206.00	3,356.00	3,510.00
	17.02	17.75	18.59	19.44	20.33	21.28	22.26
LB 050 Inspector 1 (Entry & training level)	1,187.60	1,233.60	1,286.90	1,347.60	1,409.70	1,474.00	1,543.00
	2,583.00	2,683.00	2,799.00	2,931.00	3,066.00	3,206.00	3,356.00
	16.38	17.02	17.75	18.59	19.44	20.33	21.28
LB 051 Inspector 2 (Requires 2 yrs at Insp. I level or equivalent)	1,347.60	1,409.70	1,474.00	1,543.00	1,613.80	1,687.40	1,764.60
	2,931.00	3,066.00	3,206.00	3,356.00	3,510.00	3,670.00	3,838.00
	18.59	19.44	20.33	21.28	22.26	23.27	24.34
LB 052 Investigator/ Inspector 3	1,474.00	1,543.00	1,613.80	1,687.40	1,764.60	1,846.00	1,932.00
	3,206.00	3,356.00	3,510.00	3,670.00	3,838.00	4,015.00	4,202.00
	20.33	21.28	22.26	23.27	24.34	25.46	26.65

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>L.S.I.</u>
LB 071	Administrative Support 1	758.60 1,649.96 10.46	785.10 1,707.59 10.83	812.60 1,767.41 11.21	841.00 1,829.18 11.60	870.40 1,893.12 12.01	900.90 1,959.46 12.43	932.40 2,027.97 12.86
LB 072	Administrative Support 2	837.50 1,821.56 11.55	866.80 1,885.29 11.96	897.10 1,951.19 12.37	928.50 2,019.49 12.81	961.00 2,090.18 13.26	994.60 2,163.26 13.72	1,029.40 2,238.95 14.20
LB 073	Administrative Support 3	924.90 2,011.66 12.76	957.30 2,082.13 13.20	990.80 2,154.99 13.67	1,025.50 2,230.46 14.14	1,061.40 2,308.55 14.64	1,098.60 2,389.46 15.15	1,137.00 2,472.08 15.64
LB 074	Administrative Support 4	1,009.50 2,195.66 13.92	1,044.80 2,272.44 14.41	1,081.40 2,352.05 14.92	1,119.20 2,434.26 15.44	1,158.40 2,519.52 15.98	1,198.90 2,607.61 16.54	1,240.90 2,698.96 17.12
LB 075	Administrative Support 5	1,098.90 2,390.11 15.16	1,137.40 2,473.85 15.69	1,177.20 2,560.41 16.24	1,218.40 2,650.02 16.81	1,261.00 2,742.68 17.39	1,305.10 2,838.59 18.00	1,350.80 2,937.99 18.63

		<u>Start</u>	<u>Three Month</u>	<u>Six Month</u>	<u>First</u>	<u>Second Year</u>	<u>Third Year</u>	<u>L.S.I.</u>
LB 152	Laboratory Technician 3	1,163.70 2,531.05 16.05			1,213.80 2,640.02 16.74	1,263.00 2,747.03 17.42	2,820.96 18.22	1,378.90 2,999.11 19.02
LB 206	Intermediate Computer Operator	1,069.60 2,326.38 14.75			1,108.60 2,411.21 15.29	1,147.20 2,495.16 15.82	1,188.80 2,585.64 16.40	1,231.30 2,678.08 16.98
LB 207	Senior Computer Operator	1,251.00 2,720.93 17.26		1,296.90 2,820.76 17.89	1,344.00 2,923.20 18.54	1,393.00 3,029.78 19.21	1,443.40 3,139.40 19.91	1,495.70 3,253.15 20.63
LB 216	Programmer	1,031.80 2,244.17 14.23		1,081.80 2,352.92 14.92	1,133.40 2,465.15 15.63	1,188.40 2,584.77 16.39	1,246.40 2,710.92 17.19	2,800.30 17.94
LB 220	Production Analyst	1,031.80 2,244.17 14.23		1,081.80 2,352.92 14.92	1,133.40 2,465.15 15.63	1,188.40 2,584.77 16.39	1,246.40 2,710.92 17.19	1,300.40 2,828.37 17.94
LB 256	Maintenance Service Worker 2	1,027.40 2,234.60 13.70			1,077.20 2,342.91 14.36	1,129.00 2,455.58 15.05		1,178.20 2,562.59 15.71
LB 257	Maintenance Service Worker 3	1,091.20 2,373.36 14.55			1,143.90 2,487.98 15.25	1,199.40 2,608.99		1,252.10 2,723.32 16.69
LB 260	Maintenance Worker 1	1,532.00 3,332.10 20.43						
LB 261	Maintenance Worker 2	1,667.30 3,626.38 22.23						
LB 276	Beer Store Clerk	911.00 1,981.43 12.15			949.50 2,065.16 12.66	989.60 2,152.38 13.19		1,031.80 2,244.17 13.76

SCHEDULE II

Classes for which the probationary **period** is three months:

LB 256	Maintenance Service Worker 2
LB 257	Maintenance Service Worker 3
LB 260	Maintenance Worker 1
LB 261	Maintenance Worker 2

Classes for which the probationary **period** is six months:

LB 071	Administrative Support 1
LB 072	Administrative Support 2
LB 073	Administrative Support 3
LB 074	Administrative Support 4
LB 152	Laboratory Technician 3
LB 276	Beer Store Clerk

Classes for which the probationary **period** is twelve months:

LB 041	Information Officer 1
LB 042	Information Officer 2
LB 050	Inspector I
LB 051	Inspector II
LB 052	Investigator/Inspector III
LB 075	Administrative Support 5
LB 206	Intermediate Computer Operator
LB 207	Senior Computer Operator
LB 216	Programmer
LB 220	Production Analyst

LETTER OF INTENT

Recognizing the community of interest in the efficient and economic operation of the Alberta Liquor Control Board and believing that the basis of good labour relations rests upon satisfactory communication and cooperation within the organization, the parties to this Collective Agreement hereby agree to work together in the formation and operation of a Labour Management Committee.

The Committee shall be comprised of not more than three (3) representatives from each of the parties and shall be co-chaired by one representative from the Union and one representative from the Alberta Liquor Control Board.

The Committee shall have no authority to amend or modify the articles of the Collective Agreement and the Committee shall not consider matters which are properly the subject matter of grievances or negotiations.

Dated this 21 day of June, 1996.

FOR

Alberta Liquor Control Board

Chairman and Chief Executive Officer

Witness

The Alberta Union of Provincial Employees

President

Witness

LETTER OF UNDERSTANDING

DENTAL PLAN

The Parties agree to the following terms in respect of a Dental Plan for eligible bargaining unit employees of The Alberta Liquor Control Board and their eligible dependents.

1. The Plan will be provided through a policy in the name of the Employer, with a private Insurance Company, and the Employer shall pay the total premiums.
2. The eligibility of an employee to participate in the Dental Plan is subject to Article 2 and the following conditions apply:
 - (a) an employee is covered and may participate in the Plan from the first day of the calendar month following completion of twelve (12) continuous full calendar months of employment with the Employer, and
 - (b) coverage is a condition of employment for all employees upon completing the twelve (12) month period specified in Clause 2(a), and
 - (c) coverage ceases on the date of termination from employment or the date the employee attains age 65, whichever occurs first.
3. An eligible employee's dependent shall be covered under the Dental Plan while the employee is covered and the dependent person is:
 - (a) the employee's legal spouse, or
 - (b) the employee's common-law spouse who is a person of the opposite sex and has cohabited with the employee for at least five (5) consecutive years or for at least two (2) consecutive years where there is a child born of such common-law relationship provided that the employee does not have a dependent spouse to whom he or she is legally married and the common-law spouse has been a dependent of the employee and is known in the community in which they live as the employee's consort, or
 - (c) an unmarried child of the employee and/or the employee's spouse, including any stepchild, who is:
 - (1) under 18 years of age, or
 - (2) 18 or over but less than age 25 and is a registered student in full-time attendance in the public school system or at a University or similar institute of learning, or
 - (3) of any age and incapable of self-sustaining employment by reason of mental retardation or physical handicap, and in all cases is chiefly dependent on the employee for financial support and maintenance.

4. The Plan will reimburse a Permanent Employee for dental services provided to the employee while covered and each eligible dependent, **as** follows:
 - (a) 80% of the cost of Basic Dental Services and 50% of the cost of Major Dental Services up to a maximum of \$1,500.00 for each covered person in a benefit year, **and**
 - (b) 50% of the cost of the Orthodontic Dental Service up to a lifetime maximum of \$1,500.00 for each covered person.
5. Benefit year means the period of the 12 months beginning on January 1 in one year and ending on December 31 in that year.
6. The dental services reimbursed under Section 4 shall not exceed the amounts specified in the Alberta Dental Association Fee Guide in force on the date the dental services were provided.
7. BASIC DENTAL SERVICES covered under the Dental **Plan** include:
 - (a) Each of the following five procedures is covered twice in a benefit year:
 - (1) **oral** examination;
 - (2) **oral** hygiene instructions;
 - (3) prophylaxis (the cleaning and scaling of teeth);
 - (4) bite-wing x-rays;
 - (5) topical application of fluoride solutions.
 - (b) Full mouth series of x-rays, provided that a period of at least 24 consecutive months has elapsed since this service was last rendered.
 - (c) Tooth extractions **and** related **procedures**.
 - (d) Tooth fillings - amalgam, silicate, acrylic and composite.
 - (e) Dental surgery, including diagnostic, laboratory and general anaesthesia required in relation to the dental surgery.
 - (f) Necessary treatment for relief of dental pain.
 - (g) The cost of medication and its administration when provided by injection in the dentist's office.
 - (h) Space maintainers for missing primary teeth and habit breaking appliances.
 - (i) Consultations required by the attending dentist.


- (j) Endodontic treatment (root canal therapy).
 - (k) Periodontic treatment (treatment and prevention of diseases and/or conditions of the gums).
 - (l) Relining, rebasing, adjusting or repairing of existing dentures.
8. **MAJOR DENTAL SERVICES** under the Dental Plan include:
- (a) Provision of crowns and inlays.
 - (b) Provision of initial prosthodontic appliances (for example: fixed bridge restorations, removable partial or complete dentures).
 - (c) Replacement of an existing prosthodontic appliance under the following conditions:
 - (1) the existing appliance is at least five years old and cannot be made serviceable, or
 - (2) the replacement is required to replace a temporary bridge or denture with a permanent bridge or denture, or
 - (3) the replacement is necessitated by the extraction of additional natural teeth and the extraction occurred while that claimant was covered under this **Plan**.
 - (d) Procedures involving the use of gold only if treatment could not have been *carried* out with the use of a reasonable substitute consistent with generally accepted dental practice. If such treatment could have been rendered at a lower cost by means of a reasonable substitute, only the expense that would have been incurred for treatment by means of the reasonable substitute shall be covered.
9. **ORTHODONTIC DENTAL SERVICES** under the Dental Plan include: oral examination, diagnostic procedures, surgery, extractions, adjustments and appliances all in respect of orthodontic procedures.
10. A claim must be submitted within six **(6)** months following the date the dental services are provided to the employee and his or her eligible dependents in order for the expenses to be reimbursed from the Plan.
11. The Employer shall determine the Insurance Carrier and the claims and administration procedures, including associated independent third party administrative services, necessary to implement and maintain the Plan. The Union shall be informed of such procedures prior to their implementation.
12. An employee information brochure on the Dental Plan will be available to each eligible employee.

13. While this Letter of Understanding provides a general description of the Dental Plan, the eligibility for and the entitlement to benefits will be governed by the Dental Plan document which contains all governing terms of the Dental Plan. The Employer shall provide the Union with a copy of the Dental Plan document.

Dated this 21 day of June, 1996.

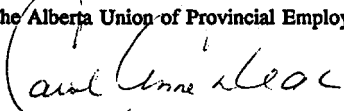
FOR:

The Alberta Liquor Control Board


Chairman and Chief Executive Officer


Witness

The Alberta Union of Provincial Employees


President


WITNESS

FR OF UNDERSTANDING

BENEFITS REVIEW COMMITTEE

The Parties agree that a Committee shall be established pursuant to Clause 49.03 of the Collective Agreement.

- A. The Committee shall be composed of:
 - 1. One representative from Management, appointed by the Chairman and Chief Executive Officer.
 - 2. One representative from the Excluded group of employees.
 - 3. One representative from Human Resources appointed by the Chairman and Chief Executive Officer.
 - 4. Three representatives that are permanent employees of ALCB represented by Local 50 (PSERA) to be appointed by the President of the Union.
 - 5. The ~~Parties~~ may each appoint an alternate to serve in the absence of a regular member.
 - 6. The Parties shall each appoint a Co-Chairperson from those employees appointed.
- B. The Committee shall meet ~~as~~ it deems necessary to address the following topics ~~as~~ they relate to Group Life Insurance, Long Term Disability Income Plan, ~~Dental~~ Plan, Alberta Health Care Insurance and Extended ~~Medical Care~~:
 - 1. To review current benefit coverage for all employees.
 - 2. To review current financial costs to employees and Employer.
 - 3. To identify alternatives ~~to~~ the current benefit coverage that would result in a reduction or cost containment of the present fringe benefit costs ~~to the~~ employee and Employer.
 - 4. Provide recommendations for changes to the current benefit coverage to the respective parties, in accordance with ~~B.3~~ above.
- C. The Committee shall make recommendations for consideration of the Employer and the Union. All recommendations must be achieved by consensus of the Committee, and prior to any implementation the normal ratification process will take place.

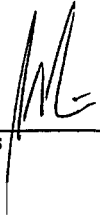
- D. The Committee may have the Consultant to the Plan(s) and representatives of the Insurers and Administrative Agencies present at its meetings to provide information to the Committee.
- E. A representative from Alberta Union of Provincial Employees to be appointed by the President of the Union as a Union Consultant.
- F. This Letter of Understanding shall remain in effect for the term of the Collective Agreement.

Dated this 21 day of June, 1996

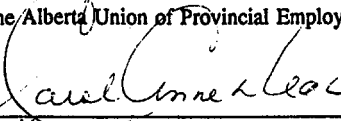
FOR

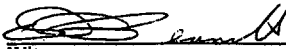
Alberta Liquor Control Board


Chairman and Chief Executive Officer


Witness

The Alberta Union of Provincial Employees


President


Witness

LETTER OF UNDERSTANDING

SALARY REDUCTIONS

Whereas the **Parties** are entering into a Letter of Understanding to effect *salary* reductions to Employees.

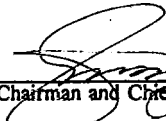
The **Parties** agree:

1. **This Letter** of Understanding shall be effective December **31, 1995** and shall remain in effect as provided in Article **49** of this Collective Agreement.
2. Effective December **31, 1995** the **rates** contained within Schedule I shall be reduced by **2.3%**.
3. The **salaries** of individual employees shall be reduced by **2.3%** effective December **31, 1995**.
4. **This** Letter of Understanding shall form part of the Collective Agreement and shall take precedence over any provisions contained in the Collective Agreement.
5. Any amendments to **this** Letter of Understanding that should **arise out** of collective bargaining as contemplated in Article **49** will be effective January **1, 1998**.


Dated this 21 day of June, 1996.

FOR:

The Alberta Liquor Control Board




Chairman and Chief Executive Officer




Witness

The Alberta Union of Provincial Employees



President



Witness

LETTER OF UNDERSTANDING

UNPAID HOLIDAYS

Whereas the Parties are entering into a Letter of Understanding to effect a requirement for an Employee to take four (4) Unpaid Holidays per year.

Therefore, the Parties agree as follows:

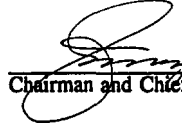
1. This Letter of Understanding shall be effective December 31, 1995 and shall remain in force and effect until December 31, 1997.
2. This Letter of Understanding shall form part of the Collective Agreement and shall take precedence over Articles 2, 18 and 49 of the Collective Agreement.
- 3.(a) **All** Employees eligible for benefits under Article 18 **are** required to take four (4) Unpaid Holidays off **per** year. These four (4) Unpaid Holidays off **are** comprised of Easter Monday, Civic Holiday, Boxing Day and Christmas Floater.
- (b) **When** an Employee is scheduled to work on one of the Unpaid Holidays specified in Subsection 3(a), the Employee shall receive compensation at the rate of one and one-half (1½) times his regular **salary** for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter and Article 18 does not apply in these circumstances.
- (c) **An** Employee who was not scheduled to work on an Unpaid Holiday, and is called in to work on an Unpaid Holiday for a **period** in excess of two (2) hours, including time spent travelling directly to and from work shall be compensated at the rate of time and one-half (1½) for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter and Article 17.07 and Article 18 do not apply.
- (d) An Employee who was not scheduled to work on an Unpaid Holiday, and is called in to work on an Unpaid Holiday, one or more times within a two (2) hour period and for whom the time worked and the time spent travelling to and from work **totals** two (2) hours or less, shall **be** compensated at straight time rates for a minimum of three (3) hours. There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the callback is contiguous with a normal working period. Articles 17 and 18 do not apply.
4. An Employee hired for part-time or casual employment and eligible under Sub-clause 45.04 and 46.04 shall in lieu of receiving paid holidays pursuant to Article 18, **be** allowed, in addition to his regular wage earnings, pay at 3.6% of his regular wage earnings, and for working on a paid holiday **as** specified in Article 18 of the Collective Agreement, pay at time and one-half (1½) his regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter.

5. The Parties agree that each month each Employee eligible for benefits under Article 18 will have his monthly salary reduced in an amount equal to 4/12 of one (1) day's pay, and that no Employee shall be entitled to any reimbursement for any deductions made under this section.

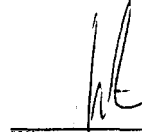
Dated this 21 day of June, 1996.

FOR

The Alberta Liquor Control Board

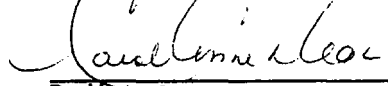


Chairman and Chief Executive Officer

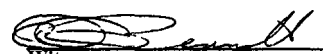


Witness

The Alberta Union of Provincial Employees



President



Witness

LETTER OF UNDERSTANDING

UNPAID DAYS OFF

Whereas the **Parties** are entering into a Letter of Understanding to effect a requirement for an employee to **take** three (3) Unpaid Days Off per year.

Therefore, the **Parties** agree as follows:

1. This **Letter** of Understanding shall be effective December 31, **1995** and shall remain in effect as provided in Article **49** of the Collective Agreement.
2. This **Letter** of Understanding shall form **part** of the Collective Agreement.
3. (a) All Employees **are** required to **take** three (3) Unpaid Days Off per year. **These** Unpaid Days Off **are** to be **taken** around Christmas, such days **to be selected** by mutual agreement of the **Parties** and subject to **operational requirements**.

(b) **When** an Employee works **on** one of the Unpaid Days Off Specified in Subsection 3(a) above, the Employee **shall** receive compensation at his **regular salary** for all hours worked up to the equivalent of **full normal** daily hours.

(c) **An** Employee who **was** not scheduled to work **on** an Unpaid Day **Off**, and is called in to **work**, **on** an Unpaid Day **Off**, for a period in excess of **two (2)** hours, including time spent travelling **directly** to and from work shall **be** compensated at the **rate** of time and **one-half (1%)** for **all** hours worked up to the equivalent of full normal daily hours worked thereafter and Article 17 **does** not apply.


(d) **An** Employee who **was** not scheduled to work **on** an Unpaid Day Off, and is called in to work **on** an Unpaid Day Off, one or more times within a two hour period and for whom the time worked and the time spent travelling to and from **work totals** two (2) hours or less, **shall be** compensated at straight time **rates** for a minimum of three (3) hours. **There shall be** no minimum guaranteed compensation nor compensation for time spent travelling if the callback is contiguous with a **normal** working period. Article 17 **does** not apply.
4. The **Parties** agree **that** each month each Employee will have his monthly **salary reduced** in an amount **equal** to **3/12** of one (1) day's pay, and that **no** Employee shall **be** entitled to any reimbursement for any deductions made under **this section**.


5. Any amendments to this Letter of Understanding that should arise out of collective bargaining as contemplated in Article 49 will be effective January 1, 1998.

Dated this 21 day of June, 1996.

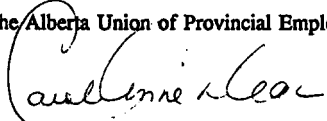
FOR

The Alberta Liquor Control Board


Chairman and Chief Executive Officer


Witness

The Alberta Union of Provincial Employees


President


Witness

The following Letter of Understanding is being included in this printed Collective Agreement for information purposes only.

LETTER OF UNDERSTANDING

VOLUNTARY SEPARATION ALLOWANCE
ALBERTA LIQUOR CONTROL BOARD

Where it may become **necessary** for the Employer to reduce the number of permanent positions occupied by the Bargaining Unit employees, the **Parties** have entered into the following Letter of Understanding to provide a Separation Allowance to affected employees.

The **Parties** agree:


1. During the term of this Letter of Understanding the Separation Allowance **as** outlined in the attached Schedule **is** available, **as** an alternative to and if selected by an **Employee whose** position is abolished, in lieu of the provisions of the Position Abolishment Article previously agreed to **as** part of the Collective Agreement by the **Parties**. The Separation Allowance will not be available for Employees for whom the Employer **has** arranged ongoing employment within the ALCB or Public Service of the Government of Alberta or Province of Alberta Boards and Agencies, or any other employer.
2. **The Separation Allowance** will be available for permanent Employees with at least one **(1)** year of continuous full time employment with the Employer. Eligible Employees **will** be entitled to receive the Separation Allowance at their regular rate of pay **according** to the attached Schedule.
3. Where the Employee has made an election to accept the Separation Allowance, the election shall not be altered without the agreement of the Employee and the applicable Director. The Employee **shall** resign at a date selected by the Director, provided such **date** is earlier than the position abolishment date. Employees shall make their election for Separation Allowance within twenty-one (21) calendar days of the receipt of a position abolishment notice.
4. In addition to paragraphs 1 and 2, Employees who have not received notice of position abolishment may request the Separation Allowance. Such offers may but will not **necessarily** result in an offer of the Separation Allowance by the Employer to that Employee. Offers **are** subject to operational requirements as determined by the **director**, whose decision is final and cannot be challenged. Employees will be advised in writing by the Director if their request for Separation Allowance is approved. Employees who request the Separation Allowance, if approved by **the** Employer under this paragraph, are required to resign at a date selected by the Employer.

5. For the purposes of this Letter of Understanding, eligible Employees who have previously received a Separation Allowance from the ALCB or a Voluntary Separation Allowance or Separation Payment for Restructuring or participated in the Early Voluntary Options Program with the Alberta Public Service will have their continuous employment calculated from the current commencement date with the Alberta Liquor Control Board.
6. Employees accepted for Separation Allowance are required to sign as a condition of acceptance by the Employer a termination and release agreement.
7. This Letter, including the attached Schedule, does not form part of the Collective Agreement and if concerns arise with respect to the Separation Allowance, they shall be addressed by representatives of the Parties and not by way of the Grievance Procedure.
8. This Letter of Understanding, including the attached schedule, shall be effective the date of signing and shall remain in force and effect until December 31, 1997.
9. This Letter of Understanding may be cancelled at any time with the mutual agreement of both Parties.

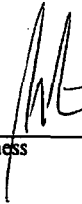
Dated this 21 day of June, 1996.

FOR:

The Alberta Liquor Control Board

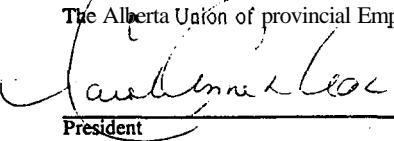


Chairman and Chief Executive Officer

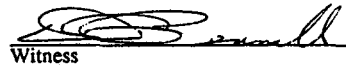


Witness

The Alberta Union of provincial Employees



President



Witness

SCHEDULE - SEPARATION ALLOWANCE

Full Years of Continuous Employment	Separation Allowance - 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

Separation allowance is an alternative and in lieu of all of the provisions of the Position Abolishment article in the Collective Agreement.

LETTER OF UNDERSTANDING

FAMILY DAY

Should the Government delete Family Day from the list designating general holidays as set out in the Employment Standards Code the paid holiday for Family Day as contained in Article 18.01 will no longer apply.

Dated this 21 day of June

1996.

FOR

The Alberta Liquor Control Board


Chairman and Chief Executive Officer


Witness

The Alberta Union of Provincial Employees


President


Witness

LETTER OF UNDERSTANDING

Recognition of Service

Alberta Lotteries and Alberta Gaming Control Branch Employees

The Parties agree as follows:

1. Application

(a) This Letter shall apply to:

- (i) In-scope Employees of Alberta Gaming Control Branch, and
- (ii) Alberta Lotteries employees except those excluded by the Parties or excluded pursuant to the Public Service Employee Relations Act

who are offered and accept employment with the Alberta Gaming and Liquor Commission (AGLC) at the time the AGLC is established through legislation.

(b) This Letter shall not apply to any former Employees of Alberta Lotteries or the Alberta Gaming Control Branch who subsequently obtain employment with the AGLC through a competition process, after the AGLC is established through legislation.

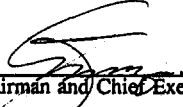
2. Administration

The Parties agree that all current continuous employment with Alberta Lotteries and the Alberta Gaming Control Branch will be recognized for purposes of benefits and entitlements under the Collective Agreement in effect at the time that the AGLC is established.

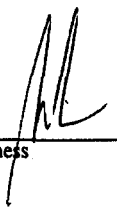
Dated this 21 day of June, 1996.

FOR

The Alberta Liquor Control Board

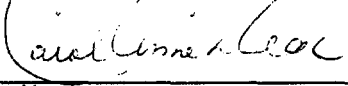


 Chairman and Chief Executive Officer




 Witness

The Alberta Union of Provincial Employees



 President



 Witness

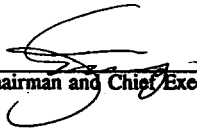
LETTER OF INTENT

The Parties agree that Article 17.06 will also apply to Alberta Lotteries employees performing Account Representative duties should these employees become members of the bargaining unit.

Dated this 21 day of June, 1996.

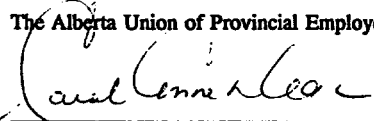
FOR


The Alberta Liquor Control Board


Chairman and Chief Executive Officer


Witness

The Alberta Union of Provincial Employees


President


Witness

LETTER OF INTENT

This will confirm that **Alberta** Lotteries, upon the proclamation of the Gaming and Liquor Act, will **take** the position that the Alberta Gaming and Liquor Commission ("AGLC") voluntarily recognize the Alberta Union of Provincial Employees ("AUPE") as bargaining agent for ~~former~~ employees of Alberta Lotteries except those not included in a bargaining unit pursuant to sections 21 and 23 of the Public Service Employee Relations Act and as modified by further inclusions or exclusions in or ~~from~~ the unit of employees as may be ~~agreed between~~ the AGLC and the AUPE. Alberta Lotteries will further **take** the position ~~that~~ the AGLC formally acknowledge that it is bound by the provisions of the collective ~~agreement between the Alberta~~ Liquor Control Board and the AUPE dated the 21 day of June, 1996 in respect of such employees of the AGLC.

Such declaration of intent is without prejudice to the rights of any employees under any of the provisions of PSERA or the Labour Relations Code.

The aforesaid declaration of intent **shall** only **become** effective upon the ALCB and the AUPE entering **into** and ratifying the aforesaid collective agreement.

Dated at Edmonton, Alberta this 27th day of June, 1996.

ALBERTA LOTTERIES

Per. 

LETTER OF INTENT

This will confirm that the Alberta Liquor Control Board ("ALCB"), upon the proclamation of the Gaming and Liquor Act, will ~~take~~ the position that the Alberta Gaming and Liquor Commission ("AGLC") is the ~~successor~~ employer to the ALCB pursuant to section 90 of the Public ~~Service~~ Employee Relations Act and that accordingly the AGLC will then be bound by the bound by the collective agreement ~~entered~~ into between the Alberta Union of ~~Provincial Employees ("AUPE")~~ and the ALCB dated the 21 day of June, 1996 in respect of former bargaining unit employees of the ~~ALCB then employed by the AGLC.~~

Such declaration of intent is without prejudice to the rights of any employees under any of the provisions of ~~PSERA~~ or the Labour ~~Relations Code~~.

The aforesaid declaration of intent shall ~~only~~ become effective upon the ALCB and the AUPE entering into and ~~ratifying~~ the aforesaid collective agreement.

Dated at Edmonton, Alberta this 21st day of June, 1996.

ALBERTA LIQUOR CONTROL
BOARD

Per: _____


LETTER OF INTENT

This will confirm that the Gaming Control Branch of the Department of Transportation ("Gaming Control Branch"), upon the proclamation of the Gaming and Liquor Act, will take the position that the Alberta Gaming and Liquor Commission ("AGLC") is the successor employer in respect of former employees of the Gaming Branch pursuant to section 90 of the Public Service Employee Relations Act and that accordingly the AGLC will then be bound by the collective agreement between the Alberta Union of Provincial Employees ("AUPE") and the ALCB, dated the 21 day of June, 1996 in respect of former bargaining unit employees in the Gaming Branch then employed by the AGLC.

Such declaration of intent is without prejudice to the rights of any employees under any of the provisions of PSERA or the Labour Relations Code.

The aforesaid declaration of intent shall only become effective upon the ALCB and the AUPE entering into and ratifying the aforesaid collective agreement.

Dated at Edmonton, Alberta this 27th day of June, 1996.

GAMING CONTROL BRANCH OF
THE DEPARTMENT OF
TRANSPORTATION

Per: 