

SOURCE	Company		
EFF.	98	01	01
TERM.	00	12	31
No. OF EMPLOYEES	280		
NOMBRE D'EMPLOYÉS	CB.		

AGREEMENT

350

BETWEEN

THE ALBERTA GAMING and LIQUOR COMMISSION

AND

**THE ALBERTA UNION OF PROVINCIAL
EMPLOYEES**

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

January 1, 1998 - December 31, 2000

+

1
1
1

11347(02)

INDEX

(Numerical)

ARTICLE		PAGE
	Preamble	1
1	Interpretation	2
2	Application	3
3	Jurisdiction	5
4	Bargaining Agent	6
5	Terms of Employment	6
6	Future Legislation and the Collective Agreement	7
7	Management Recognition	8
8	Union Membership and Dues Check Off	8
9	Time off for Union Officers and Members	9
10	Union Stewards	11
11	Grievance Procedure	12
12	Probationary Appointments	15
13	Employee Performance Reports	16
14	Attendance	16
15	Hours of Work	17
16	Shift Differential	18
17	Overtime	18
17A	Stand-by Pay	19
18	Paid Holidays	20
19	Acting Incumbent	21
20	Severance Pay	22
21	Seniority	22
22	Layoff and Re-Employment	23
23	Position Abolishment	24
24	Job Opportunities	26
25	Rights on Transfer	27
26	Special Leave	27
27	Illness Leave Benefits	29
28	Proof of Illness	32
29	Conditions of Illness Entitlement	33
30	Long Term Disability Income Plan	35
31	Alcoholism, Drug Abuse and Mental Illness	35
32	Workers' Compensation	36
33	Annual Vacation Leave	37
34	Maternity/Adoption/Parental Leave	39
35	Health Plan Benefits	40
36	Group Life Insurance	41
37	Recognition of Service	41

38	Notice of Resignation	41
39	Payment of Salaries	42
40	Long Service Increases	42
41	Subsistence, Travel and Moving Expenses	43
42	Forest Fire Operations, Flood Control and Pollution Control	44
43	Disciplinary Action/Purged Files	44
44	Safety Committee	45
45	Part-Time Employees	45
46	Casual Employees	51
47	Leave Without Pay	53
48	Cash Shortages	54
49	Duration of Agreement	54
	Schedule I	56
	Schedule II	64
	Letter of Intent - Labour Management Committee	65
	Letter of Understanding - Dental Plan	66
	Letter of Understanding - Voluntary Separation Allowance	70

INDEX

(Alphabetical)

ARTICLE		PAGE
	Preamble	1
19	Acting Incumbent	21
31	Alcoholism, Drug Abuse and Mental Illness	35
33	Annual Vacation Leave	37
2	Application	3
14	Attendance	16
4	Bargaining Agent	6
48	Cash Shortages	54
46	Casual Employees	51
29	Conditions of Illness Entitlement	33
43	Disciplinary Action/Purged Files	44
49	Duration of Agreement	54
13	Employee Performance Reports	16
42	Forest Fire Operations, Flood Control and Pollution Control	44
6	Future Legislation and the Collective Agreement	7
11	Grievance Procedure	12
36	Group Life Insurance	41
35	Health Plan Benefits	40
15	Hours of Work	17
27	Illness Leave Benefits	29
1	Interpretation	2
24	Job Opportunities	26
3	Jurisdiction	5
22	Layoff and Re-Employment	23
47	Leave Without Pay	53
	Letter of Intent - Labour Management Committee	65
	Letter of Understanding - Dental Plan	66
	Letter of Understanding - Voluntary Separation Allowance	70
40	Long Service Increases	42
30	Long Term Disability Income Plan	35
7	Management Recognition	8
34	Maternity/Adoption/Parental Leave	39
38	Notice of Resignation	41
17	Overtime	18
18	Paid Holidays	20
45	Part-Time Employees	45
39	Payment of Salaries	42

23	Position Abolishment	24
12	Probationary Appointments	15
28	Proof of Illness	32
37	Recognition of Service	41
25	Rights on Transfer	27
44	Safety Committee	45
	Schedule I	56
	Schedule II	64
21	Seniority	22
20	Severance Pay	22
16	Shift Differential	18
26	Special Leave	27
17A	Stand-by Pay	19
41	Subsistence, Travel and Moving Expenses	43
5	Terms of Employment	6
9	Time Off for Union Officers and Members	9
8	Union Membership and Dues Check Off	8
10	Union Stewards	11
32	Workers' Compensation	36

PREAMBLE

THIS AGREEMENT made this 16 day of MARCH 1995,

BETWEEN:

ALBERTA GAMING AND LIQUOR COMMISSION
(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 Gaming and Liquor Commission 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 Gaming and Liquor Commission 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** Gaming and Liquor Commission;
- 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~~ **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 “WorkDay” means any day on which an employee is required to be on duty;
- 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 “CalendarDay” 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**

0044 - ~~Secretary~~ to the Executive Director Corporate Services

0105 - Senior Secretary to the Executive Director Licensing

0220 - Human Resources Administrator

0363 - Administrative Assistant to the Director Communications & Industry Relations

0502 - Secretary to the Manager Human Resources

1032 - Administrative Assistant to the Chairman and Chief Executive Officer

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 Employee 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 within seven (7) working days from the end of the pay period. The remittance of Union dues shall be by direct deposit to the Union's bank account. Particulars identifying each employee shall be forwarded to the Union in a printed form or on a magnetic file (**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

TIME 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.

9.07 The Union will pay the invoice within 30 days of the date to the Employer.

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 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. The length of the probationary period shall be determined pursuant to Schedule II of this agreement.
- 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 and/or his manager 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 ($\frac{1}{2}$) hour of normal starting time.
- 14.02 **An** employee on authorized leave of absence for an indeterminate period shall notify his supervisor and/or his manager 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 his supervisor and/or his manager 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 and/or his manager within the time limits specified.

ARTICLE 15

HOURS OF WORK

- 15.01 The **required** hours of work shall be:
- (a) for the following classes: Maintenance Service Worker 2, Maintenance Service Worker 3, Maintenance Worker 1 and Maintenance Worker 2 seven and one-half (7½) hours each work day and five (5) work days per week (thirty seven and one-half (37½) hours per week);
 - (b) for all other employees, seven and one-quarter (7¼) hours each work day and five (5) work days per week (thirty six and one-quarter (36¼) 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 (1½) 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 ($\frac{1}{4}$) 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 Commission, 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 or 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 ($\frac{1}{4}$) 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 regulation pursuant to Article **41** 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, Investigator or Account Representative 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 ($\frac{1}{4}$) 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 ($\frac{1}{2}$) 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/positions shall be assigned stand-by responsibilities:

075	Senior Hotline Operator
206	Intermediate Computer Operator
207	Senior Computer Operator
216	Programmer
220	Production Analyst
241	Retailer Services Coordinator
260	Maintenance Worker 1
261	Maintenance Worker 2
300	Field Technician 1
301	Field Technician 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 (1½) 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

POSITION ABOLISHMENT

- 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 Service 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 Gaming and Liquor Commission 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 Commission 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 Commission;
 - (d) employee(s) released from the Commission 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 Plans. The Employer and employee premium contributions for these benefits, if applicable, shall continue.
- 23.06 If a permanent employee is released **from** the Commission 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 Commission. **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 Commission pursuant to this Article and who is no longer employed in the Commission 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 Commission 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 seven (7) 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 of sixty (60) calendar days and 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 his immediate Supervisor. 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 ($\frac{1}{2}$) 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 (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.

27.03 Upon return to active work after a period of illness or disability of less than eighty-five (**85**) consecutive days or seventeen (17) weeks, whichever is the shorter period, any days **used** at 100% of **salary** within **an** employee’s year of service will be **reinstated** at 70% of **salary** in that same year of service, and days used at 70% of salary will be reinstated at 70% of **salary** in that same year of service, as set out below:

- (a) **An** employee who **has** less than three (3) years' service with the Employer must return to active work for a period of twenty (20) consecutive work days of employment after returning from sick leave before the reinstatement provisions above apply.
 - (b) For employees who have three (3) or more years' service with the Employer, the reinstatement provisions apply immediately upon return to active work with the Employer.
- 27.04 For the purposes of topping up the 70% provisions in 27.03 above, three (3) days will be credited as sick leave supplement for each unused day of casual sick leave after each employment year, to a maximum of eighty-five (85) work days. This sick leave supplement may be used for topping up illness leave, with full pay to a maximum eighty-five (85) work days and is applied only when an employee is in the eighty-five (85) day qualifying period before going on the Employer's Long Term Disability Income Plan, and when used, is not subject to reinstatement provisions.
- 27.05 **An** employee must return to active work within a new year of service to qualify for the Illness Leave entitlement of that year of service.
- 27.06 For purposes of this Article, the maximum period of continuous absence allowable shall be eighty-five (85) consecutive work days, or seventeen (17) consecutive weeks, whichever is the shorter period. Absences due to illness or disability in excess of that period shall be subject to Article 30.
- 27.07 The L.T.D.I. Plan provisions shall apply after not more than eighty-five (85) work days (or seventeen (17) calendar weeks) of continuous disability, regardless of the amount of Illness Leave entitlement received by the employee during the first eighty-five (85) work days of disability.
- 27.08 Notwithstanding the above illness schedule:
- (a) During the first three (3) months of employment an employee will be allowed up to one (1) day per month with pay to a maximum of three (3) days at full pay, and
 - (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.
- 29.02 When an absence on account of illness continues from one of the above-noted employment **years** into the next, the **period** of leave with pay in respect to that absence is determined according to the employment year in which the absence commenced.

- 29.03 After an employee uses his total sick leave entitlement set out in Clause 27.02 in any one year, he is not entitled to further sick leave entitlement in the next employment year until he has returned to active work for twenty (20) consecutive work days of employment from the date of his return to work unless the employee is receiving benefits under the Employer's L.T.D.I. Plan.
- 29.04 (a) **An** employee who is unable to report for duty due to illness shall communicate daily during the absence and report on the expected duration and the nature of the illness, directly to **his** supervisor and/or his manager at his place of work within the time limits set out in Clause 14.01.
- (b) When the duration of the absence due to illness is known and supported by a medical ~~certificate~~, the employee may not be required to **report** daily as specified in Clause 29.04 (a).
- 29.05 Notwithstanding the provisions of Illness Leave Benefits, an employee is not eligible to receive sick leave benefits under this Article 29 or Article 27, Illness Leave Benefits, if:
- (a) the absence is due to **an** injury, from employment of any other employer, that qualifies for Workers' Compensation benefits; or
- (b) the absence is due to **an** intentional self-inflicted injury.
- 29.06 When a day designated as a paid holiday, under Article 18, Paid Holidays, falls within a period of illness, it shall be counted **as** a day of illness and under no circumstances ~~shall an~~ employee be authorized both a day of illness and a holiday for the same day.
- 29.07 **An** employee may be disqualified from receiving benefits under Article 27 and/or benefits pursuant to Article 30, L.T.D.I. Plan if he refuses to accept work which, in the opinion of the **Medical** Board outlined **in** Article 28, he is capable of performing.
- 29.08 This Article 29, Conditions of Illness Entitlement, is subject to Article 28, Proof of Illness.
- 29.09 **An** employee on Illness Leave for an indeterminate period shall notify his supervisor and/or his manager 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.

ARTICLE 30

LONG TERM DISABILITY INCOME PLAN

- 30.01 The Employer will provide and maintain a Long Term Disability Income Plan through a policy in the name of the Employer, with a private Insurance Company, to insure all applicable eligible employees covered by this Agreement, effective on the first day of the pay period following the signing of this Agreement.
- 30.02 The Employer shall pay the total cost of providing benefits to all eligible employees covered under the Plan, subject to Clause 27.01 (e).
- 30.03 The eligibility of an employee to participate in the L.T.D.I. Plan is subject to Article 2 and all eligible employees shall be covered, in accordance with the provision of the Insurance Policy.
- 30.04 An eligible employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of eighty-five (85) consecutive work days or seventeen (17) consecutive weeks, whichever is the shorter period, may apply for long term disability income benefits as provided under the L.T.D.I. Plan. The final ruling as to whether or not the claimant's disability is of a nature which is eligible for benefits within the interpretation of the provisions of the Insurance Policy shall be made by the Insurance Company's claims' adjudicator.
- 30.05 The maintenance of the L.T.D.I. Policy and the maintenance of the L.T.D.I. Benefits applicable to eligible employees covered by this Agreement shall not be altered except through mutual agreement of the parties to this Agreement.
- 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 the Employer's "Employee Assistance Program".

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, Extended Medical, Group Life Insurance, Dental, or L.T.D.I. Plans 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 and/or his manager 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:
- (a) an employee who has completed less than twelve (12) months of service as of December 31 shall receive one and one-quarter (1¼) work days' vacation for each calendar month worked from his date of employment;
 - (b) an employee who has completed twelve (12) full calendar months' service as of December 31 shall receive fifteen (15) work days' vacation;
 - (c) an employee who has completed eight (8) years' service as of December 31 shall in the subsequent year(s) receive twenty (20) work days' vacation;
 - (d) an employee who has completed sixteen (16) years' service as of December 31 shall in the subsequent year(s) receive twenty-five (25) work days' vacation;
 - (e) an employee who has completed twenty-five (25) years' service as of December 31 shall in the subsequent year(s) receive thirty (30) work days' vacation.
- 33.05 If one or more of the paid holidays listed in Clause 18.01 fall during the employee's annual vacation, another day(s) shall be added at the end of the vacation or taken at a later date if requested by the employee and approved by the Employer.
- 33.06 Employees who are on scheduled annual vacation leave are not eligible for the provisions of Articles 9, 19, 26, and 27, while on annual vacation.

Article 9 - Time Off for Union Officers and Members
Article 19 - Acting Incumbent
Article 26 - Special Leave
Article 27 - Illness Leave Benefits

33.07 For the purposes of vacation with pay entitlement, an employee's employment date shall be considered to be:

- (a) the first of a calendar month for a person whose employment commenced between the 1st and the 15th, inclusive, of that month; and
- (b) the first of the following calendar month for a person whose employment commenced between the 16th and the last day, inclusive, of the preceding month.

33.08 **Reduction of Entitlement**

If an employee is granted leave with or without pay or is absent on authorized sick leave, the next period of vacation leave which he is entitled to take shall be reduced according to the applicable amounts listed in the following schedule for each thirty (30) calendar day period, or fraction thereof, of continued absence immediately following:

- (a) the first twenty (20) consecutive work days leave of absence; or
- (b) the first forty-five (**45**) consecutive work days of sick leave or absence on Workers' Compensation, as the case may be; or
- (c) the first forty five (45) consecutive work days in cases where maternity leave and illness leave benefits **are** combined.

SCHEDULE

<u>Vacation Entitlement</u>	<u>Work Days Per Year</u>	<u>Vacation Entitlement Reduced per Day of Absence</u>
fifteen (15) work days	261	$15/261 = .0575$ days
twenty (20) work days	261	$20/261 = .0766$ days
twenty-five (25) work days	261	$25/261 = .0958$ days
thirty (30) work days	261	$30/261 = .1149$ days

33.09 Vacation Pay on Termination

Employees, who terminate their services or who are terminated, shall receive vacation pay in lieu of such vacation **earned** but not taken calculated by the following formula:

Bi-Weekly Salary x vacation entitlement
10

(as outlined in **33.04**)

33.10 Once vacations are authorized they shall not be changed other than in cases of emergency, except by mutual agreement between the employee and Division/Branch.

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, Dental, Long Term Disability 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, as required.
- 34.09 An employee granted leave pursuant to this Article shall make prior arrangements for the payment of the employee's share of the premiums of any shared cost benefit plans.

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 Schedule of Group Life Insurance and Group Accidental Death and Dismemberment Benefits ~~Plan~~ shall be two and one-half (2 ½) times the regular salary rounded out to the next highest one thousand dollars (\$1,000.00), up to a maximum coverage of one hundred and fifty thousand dollars (\$150,000.00).
- 36.03 The coverage of any insurance changes will be effective at the first of the month following the first insurance collection pay period following a salary change **which** effects insurance coverage.

ARTICLE 37

RECOGNITION OF SERVICE

- 37.01 The Employer shall recognize and count all full time service with **an** Alberta Provincial Government Department, Board, Agency, Corporation or Commission in respect to entitlements for **annual** vacation.
- 37.02 Full time **service** with employers in 37.01 above shall be recognized for illness leave credits pursuant to Article 27, Illness Leave Benefits, provided that no break in service exceeding 30 days **has occurred** during employment with, or between these employers and/or with the Alberta Gaming and Liquor Commission.

ARTICLE 38

NOTICE OF RESIGNATION

- 38.01 An employee is required to provide the Employer with **fourteen** (14) calendar days prior written notice of resignation if he wishes to resign in good standing.

- 38.02 **An** employee who absents himself from his employment and who has not **informed** the Employer shall after ~~three~~ **(3)** consecutive work days of such unauthorized absence be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the employee to the Employer that special circumstances prevented him from reporting to his place of work.

ARTICLE 39

PAYMENT OF SALARIES

- 39.01 Employees shall be paid in accordance with the attached pay schedule.
- 39.02 An anniversary increase or a Long Service 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.
- 39.03 Anniversary increases granted shall be effective on the first pay period following the anniversary date.

ARTICLE 40

LONG SERVICE INCREASES

- 40.01 A long ~~service~~ increase of one increment shall be paid to employees one (1) year after reaching their maximum *salary* providing they have been continuously employed for a total of six (6) years in their current term of employment with the Employer.
- 40.02 **An** employee shall be eligible to receive such increase on the first of the pay period following qualification under the provisions of 40.01 and 39.02.

ARTICLE 41

SUBSISTENCE, TRAVEL AND MOVING EXPENSES

41.01 Employees who incur travel and subsistence expenses in the performance of authorized Commission business shall be reimbursed for these expenses in accordance with the Government of Alberta, Subsistence, Travel and Moving Expenses Regulation.

Effective March 1, 1998 these rates **are:**

Kilometre Rates:

1 - 15,000 km	30¢/km
15,001 or more km	25¢/km

Allowances (Meals and Per Diems):

Breakfast	\$ 6.25
Luncheon	\$ 8.00
Dinner	\$14.50
Overtime Meal	\$ 7.25
Personal Per Diem	\$ 5.00

41.02 **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 (1¢) cent per kilometre as set out in Clause 41.01.

41.03 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.

41.04 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 Personnel 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 Personnel 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. Requests under this Article shall require twenty-four **(24)** hours notice by the employee to Human Resources.
- 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 hourly equivalent of the probationary period prescribed for his class pursuant to Schedule **II**, and there shall be no recourse beyond Step 1 of the Grievance Procedure.

45.02 **Article 12 - Probationary Period**

Shall not apply except Clauses 12.04 and 12.09.

45.03 **Article 15 - Hours of Work**

Part-time employees shall be regularly scheduled to work a variety of hours not in excess of the daily or weekly maximum. In the event the maximum is exceeded, overtime provisions shall apply.

Whenever necessary, available Part-time employees will be **used** to replace Permanent employees who **are** absent and expected to return. Any additional hours that become available after the schedule has **been** posted shall be offered to Part-time employees prior to the utilization of Casual employees.

45.04 Article 17 - Overtime

This Article **shall** apply provided the Part-time employee has worked the **full required** daily or weekly maximum hours pursuant to Article **15**, Hours of Work, to be eligible for overtime payment.

Part-time employees shall not have the option of time off in lieu of payment.

45.05 Article 18 - Paid Holidays

In lieu of paid holidays Part-time employees will receive five point two (5.2%) per cent of their regular **salary**.

45.06 Article 20 - Severance Pay - shall not apply.

45.07 Article 21 - Seniority

In lieu of Clause **21.01** the following shall apply. Seniority for a Part-time employee shall be accumulated **regular** hours of work from:

- (a) in the case of a Casual Employee transferring to Part-time, June **20, 1982** or the date of their most recent commencement of Casual employment, whichever is the most recent; or
- (b) in the case of Permanent, Probationary, Temporary employees transferring to Part-time, their most recent date of commencement of employment.

Part-time employees not on layoff or authorized leave experiencing a ten **(10)** bi-weekly pay period break in service will only accumulate seniority from their most recent commencement following such break.

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 re-employment 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, physiotherapy 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 **q u e s t** 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~~ to 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 - Long 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 - Subsistence, Travel and Moving Expenses
- 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 ½x) 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-quarter (%) hour.

Casual employees shall not have the option of time off in lieu of payment.

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 hourly equivalent of the probationary period prescribed for his class pursuant to Schedule II, 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 who at the commencement of a leave pursuant to this Article is participating in the Alberta Health Care, Extended Medical, Dental, Long Term Disability 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.
- 47.03 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

CASH SHORTAGES

- 48.01 Where an employee has a cash shortage or overage it will be reported to the immediate Manager. In the event of an unusual or exceedingly large overage or shortage, the reason for which cannot be ascertained by normal accounting methods, the disposition shall be determined by the Director, of Finance and Administration.

ARTICLE 49

DURATION OF AGREEMENT

- 49.01 This Agreement except as otherwise noted shall take effect on January 1, 1998 and shall remain in effect until December 31, 2000 and from year to year thereafter unless notice to negotiate is served by either party pursuant to the Act. The parties agree that effective January 1, 2000, Schedule I - Pay Schedule shall be opened for negotiations. The parties further intend that a failure to resolve the matter to be re-negotiated January 1, 2000 are to be treated as a "dispute", in accordance with the Public Service Employee Relation 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 Commission 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 Commission to:

Chairman
Alberta Gaming and Liquor Commission
50 Corriveau 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 GAMING AND LIQUOR COMMISSION on the 13 day of MARCH 1998.


Chairman


Witness

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES on the 16 day of March 1998


President


Witness

SCHEDULE I - PAY SCHEDULE
Pursuant to Public Service
Employee Relations Act
ALBERTA **GAMING** AND LIQUOR COMMISSION
January 1, 1998 - December 31, 1998

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

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.L.</u>
071	Administrative Support 1	758.60	785.10	812.60	841.00	870.40	900.90	932.40
		1,649.96	1,707.59	1,767.41	1,829.18	1,893.12	1,959.46	2,027.97
		10.46	10.83	11.21	11.60	12.01	12.43	12.86
072	Administrative Support 2	837.50	866.80	897.10	928.50	961.00	994.60	1,029.40
		1,821.56	1,885.29	1,951.19	2,019.49	2,090.18	2,163.26	2,238.95
		11.55	11.96	12.37	12.81	13.26	13.72	14.20
073	Administrative Support 3	924.90	957.30	990.80	1,025.50	1,061.40	1,098.60	1,137.00
		2,011.66	2,082.13	2,154.99	2,230.46	2,308.55	2,389.46	2,472.98
		12.76	13.20	13.67	14.14	14.64	15.15	15.68
074	Administrative Support 4	1,009.50	1,044.80	1,081.40	1,119.20	1,158.40	1,198.90	1,240.90
		2,195.66	2,272.44	2,352.05	2,434.26	2,519.52	2,607.61	2,698.96
		13.92	14.41	14.92	15.44	15.98	16.54	17.12
075	Administrative Support 5	1,098.90	1,137.40	1,177.20	1,218.40	1,261.00	1,305.10	1,350.80
		2,390.11	2,473.85	2,560.41	2,650.02	2,742.68	2,838.59	2,937.99
		15.16	15.69	16.24	16.81	17.39	18.00	18.63

		Start	Three Month	Six Month	First Year	Second Year	Third Year	L.S.I.
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	1,320.90 2,872.96 18.22	1,378.90 2,999.11 19.02
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
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
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	1,300.40 2,828.37 17.94
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
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
257	Maintenance Service Worker 3	1,091.20 2,373.36 14.55			1,143.90 2,487.98 15.25	1,199.40 2,608.70 15.99		1,252.10 2,723.32 16.69
260	Maintenance Worker 1	1,532.00 3,332.10 20.43						
261	Maintenance Worker 2	1,667.30 3,626.38 22.23						

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>
240	Administrative Officer 1	1,118.60 2,433.00 15.43	1,162.80 2,529.00 16.04	1,213.30 2,639.00 16.74	1,261.10 2,743.00 17.39	1,316.80 2,864.00 18.16	1,377.50 2,996.00 19.00	1,440.90 3,134.00 19.87
241	Administrative Officer 2	1,261.10 2,743.00 17.39	1,316.80 2,864.00 18.16	1,377.50 2,996.00 19.00	1,440.90 3,134.00 19.87	1,512.60 3,290.00 20.86	1,580.20 3,437.00 21.80	1,651.50 3,592.00 22.78
245	Research Officer 1	1,286.90 2,799.00 17.75	1,347.60 2,931.00 18.59	1,409.70 3,066.00 19.44	1,474.00 3,206.00 20.33	1,543.00 3,356.00 21.28	1,613.80 3,510.00 22.26	1,687.40 3,670.00 23.27
246	Research Officer 2	1,409.70 3,066.00 19.44	1,474.00 3,206.00 20.33	1,543.00 3,356.00 21.28	1,613.80 3,510.00 22.26	1,687.40 3,670.00 23.27	1,764.60 3,838.00 24.34	1,846.00 4,015.00 25.46
300	Field Technician 1	992.60 2,159.00 13.69	1,034.00 2,249.00 14.26	1,074.90 2,338.00 14.83	1,118.60 2,433.00 15.43	1,163.70 2,531.00 16.05	1,213.80 2,640.00 16.74	1,263.00 2,747.00 17.42
301	Field Technician 2	1,118.60 2,433.00 15.43	1,163.70 2,531.00 16.05	1,213.80 2,640.00 16.74	1,263.00 2,747.00 17.42	1,320.90 2,873.00 18.22	1,378.90 2,999.00 19.02	1,446.00 3,145.00 19.94

SCHEDULE I - PAY SCHEDULE
 Pursuant to Public Service
 Employee Relations Act
ALBERTA GAMING AND LIQUOR COMMISSION
 January 1, **1999** - December 31, **1999**

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

		1	2	3	4	5	6	7
041	Information Officer 1	1,079.40	1,118.40	1,164.50	1,214.30	1,261.40	1,315.90	1,377.90
		2,347.70	2,432.52	2,532.79	2,641.10	2,743.55	2,862.08	2,996.93
		14.89	15.43	16.06	16.75	17.40	18.15	19.01
042	Information Officer 2	1,261.40	1,315.90	1,377.90	1,441.40	1,507.20	1,577.70	1,650.10
		2,743.55	2,862.08	2,996.93	3,135.05	3,278.16	3,431.50	3,588.97
		17.40	18.15	19.01	19.88	20.79	21.76	22.76
050	Inspector 1 (entry & training level)	1,214.30	1,261.40	1,315.90	1,377.90	1,441.40	1,507.20	1,577.70
		2,641.10	2,743.55	2,862.08	2,996.93	3,135.05	3,278.16	3,431.50
		16.75	17.40	18.15	19.01	19.88	20.79	21.76
051	Inspector 2 (Requires 2 yrs at Insp. 1 level or equivalent)	1,377.90	1,441.40	1,507.20	1,577.70	1,650.10	1,725.40	1,804.30
		2,996.93	3,135.05	3,278.16	3,431.50	3,588.97	3,752.75	3,924.35
		19.01	19.88	20.79	21.76	22.76	23.80	24.89
052	Investigator/Inspector 3	1,507.20	1,577.70	1,650.10	1,725.40	1,804.30	1,887.50	1,975.50
		3,278.16	3,431.50	3,588.97	3,752.75	3,924.35	4,105.31	4,296.71
		20.79	21.76	22.76	23.80	24.89	26.03	27.25

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

		1	2	3	4	5	6	7
071	Administrative Support 1	775.70 1,687.15 10.70	802.80 1,746.09 11.07	830.90 1,807.21 11.46	859.90 1,870.28 11.86	890.00 1,935.75 12.28	921.20 2,003.61 12.71	953.40 2,073.65 13.15
072	Administrative Support 2	856.30 1,862.45 11.81	886.30 1,927.70 12.22	917.30 1,995.13 12.65	949.40 2,064.95 13.10	982.60 2,137.16 13.55	1,017.00 2,211.98 14.03	1,052.60 2,289.41 14.52
073	Administrative Support 3	945.70 2,056.90 13.04	978.80 2,128.89 13.50	1,013.10 2,203.49 13.97	1,048.60 2,280.71 14.46	1,085.30 2,360.53 14.97	1,123.30 2,443.18 15.49	1,162.60 2,528.66 16.04
074	Administrative Support 4	1,032.20 2,245.04 14.24	1,068.30 2,323.55 14.74	1,105.70 2,404.90 15.25	1,144.40 2,489.07 15.78	1,184.50 2,576.29 16.34	1,225.90 2,666.33 16.91	1,268.80 2,759.64 17.50
075	Administrative Support 5	1,123.60 2,443.83 15.50	1,163.00 2,529.53 16.04	1,203.70 2,618.05 16.60	1,245.80 2,709.62 17.18	1,289.40 2,804.45 17.78	1,334.50 2,902.54 18.41	1,381.20 3,004.11 19.05

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

		Start	Three Month	Six Month	First Year	Second Year	Third Year	L.S.I.
152	Laboratory Technician 3	1,189.90 2,588.03 16.41			1,241.10 2,699.39 17.12	1,291.40 2,808.80 17.81	1,350.60 2,937.56 18.63	1,409.90 3,066.53 19.45
206	Intermediate Computer Operator	1,093.70 2,378.80 15.09			1,133.50 2,465.36 15.63	1,173.00 2,551.28 16.18	1,215.50 2,643.71 16.77	1,259.00 2,738.33 17.37
207	Senior Computer Operator	1,279.10 2,782.04 17.64		1,326.10 2,884.27 18.29	1,374.20 2,988.89 18.95	1,424.30 3,097.85 19.65	1,475.90 3,210.08 20.36	1,529.40 3,326.45 21.10
216	Programmer	1,055.00 2,294.63 14.55		1,106.10 2,405.77 15.26	1,158.90 2,520.61 15.98	1,215.10 2,642.84 16.76	1,274.40 2,771.82 17.58	1,329.70 2,892.10 18.34
220	Production Analyst	1,055.00 2,294.63 14.55		1,106.10 2,405.77 15.26	1,158.90 2,520.61 15.98	1,215.10 2,642.84 16.76	1,274.40 2,771.82 17.58	1,329.70 2,892.10 18.34
256	Maintenance Service Worker 2	1,050.50 2,284.84 14.01			1,101.40 2,395.55 14.69	1,154.40 2,510.82 15.39		1,204.70 2,620.22 16.06
257	Maintenance Service Worker 3	1,115.80 2,426.87 14.88			1,169.60 2,543.88 15.59	1,226.40 2,667.42 16.35		1,280.30 2,784.65 17.07
260	Maintenance Worker 1	1,566.50 3,407.14 20.89						
261	Maintenance Worker 2	1,704.80 3,707.94 22.73						

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

		1	2	3	4	5	6	7
240	Administrative Officer 1	1,143.80 2,487.77 15.78	1,189.00 2,586.08 16.40	1,240.60 2,698.31 17.11	1,289.50 2,804.66 17.79	1,346.40 2,928.42 18.57	1,408.50 3,063.49 19.43	1,473.30 3,204.43 20.32
241	Administrative Officer 2	1,289.50 2,804.66 17.79	1,346.40 2,928.42 18.57	1,408.50 3,063.49 19.43	1,473.30 3,204.43 20.32	1,546.60 3,363.86 21.33	1,615.80 3,514.37 22.29	1,688.70 3,672.92 23.29
245	Research Officer 1	1,315.90 2,862.08 18.15	1,377.90 2,996.93 19.01	1,441.40 3,135.05 19.88	1,507.20 3,278.16 20.79	1,577.70 3,431.50 21.76	1,650.10 3,588.97 22.76	1,725.40 3,752.75 23.80
246	Research Officer 2	1,441.40 3,135.05 19.88	1,507.20 3,278.16 20.79	1,577.70 3,431.50 21.76	1,650.10 3,588.97 22.76	1,725.40 3,752.75 23.80	1,804.30 3,924.35 24.89	1,887.50 4,105.31 26.03
300	Field Technician 1	1,014.90 2,207.41 14.00	1,057.30 2,299.63 14.58	1,099.10 2,390.54 15.16	1,143.80 2,487.77 15.78	1,189.90 2,588.03 16.41	1,241.10 2,699.39 17.12	1,291.40 2,808.80 17.81
301	Field Technician 2	1,143.80 2,487.77 15.78	1,189.90 2,588.03 16.41	1,241.10 2,699.39 17.12	1,291.40 2,808.80 17.81	1,350.60 2,937.56 18.63	1,409.90 3,066.53 19.45	1,478.50 3,215.74 20.39

SCHEDULE II

Classes for which the probationary period is six months:

071	Administrative Support 1
072	Administrative Support 2
073	Administrative Support 3
074	Administrative Support 4
152	Laboratory Technician 3
256	Maintenance Service Worker 2
257	Maintenance Service Worker 3
260	Maintenance Worker 1
261	Maintenance Worker 2
300	Field Technician 1

Classes for which the probationary period is twelve months:

041	Information Officer 1
042	Information Officer 2
050	Inspector 1
051	Inspector 2
052	Investigator/Inspector 3
075	Administrative Support 5
206	Intermediate Computer Operator
207	Senior Computer Operator
216	Programmer
220	Production Analyst
240	Administrative Officer 1
241	Administrative Officer 2
245	Research Officer 1
246	Research Officer 2
301	Field Technician 2

LETTER OF INTENT

Recognizing the community of interest in the efficient and economic operation of the Alberta Gaming and Liquor Commission 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 Gaming and Liquor Commission.

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 16 day of MARCH, 1998.

FOR:

The **Alberta Gaming** and Liquor Commission




Chairman



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 Alberta Gaming and Liquor Commission 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 step-child, 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 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 \$2,000.00 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 \$2,000.00 for each covered person.
5. Benefit year means the period of the 12 months beginning on June 1 in one year and ending on May 31 in the next calendar 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.

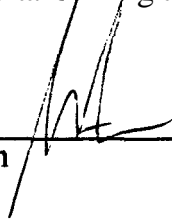
13. While this Letter of Understanding provides a general description of the Dental Plan, the eligibility for and the entitlement to benefits **will** be governed by the Dental Plan document which contains **all** governing terms of the Dental Plan. The Employer shall provide the Union with a copy of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

Dated this 16 day of MARCH, 1998.


FOR:

The Alberta Gaming and Liquor Commission

Chairman

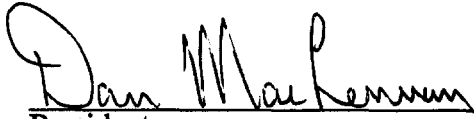


Witness



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 GAMING AND LIQUOR COMMISSION

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 AGLC 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 AGLC 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 Gaming and Liquor Commission.

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, 2000.
9. This Letter of Understanding may be cancelled at any time with the mutual agreement of both Parties.

Dated this 16 day of March, 1998.

FOR:

The Alberta Gaming and Liquor Commission

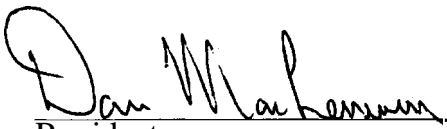


Chairman



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.