



**COLLECTIVE AGREEMENT**

**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, 2002 - DECEMBER 31, 2004**

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PREAMBLE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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 an employee who occupies an established permanent position and has successfully completed a probationary period.
- 1.07 “Probationary Employee” means an employee who occupies an established permanent position for a probationary period as stipulated in Schedule II of this Agreement.
- 1.08 “Temporary Employee” means a person hired by the Employer to fill an established temporary position where it is known or anticipated at the time of hiring that such temporary employment will continue for more than twenty-five (25) consecutive work days at any one time.
- 1.09 “Part-time Employee” is one who is regularly scheduled for less than the required hours of work specified in Article 15, Hours of Work.
- 1.10 “Casual Employee” means a person hired by the Employer as a Casual employee. A Casual employee shall work up to the hours specified in Article 15, Hours of Work as follows:
  - (a) on a call-in basis;
  - (b) for a specific job that is known to be of a non-continuing nature.
- 1.11 “Permanent Position” means a position where the duties thereof are of an indefinite continuing nature.
- 1.12 “Work Day” means any day on which 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 “Calendar Day” means the time from midnight to midnight.
- 1.17 “Month” means a calendar month (the first day of the month to the last day of that month).
- 1.18 “Anniversary Date” means the first day of the month in which a commencement, promotion, transfer or reclassification occurs, unless it occurs after the 15th day of a month in which case the anniversary date shall be the 1st day of the succeeding month.

## ARTICLE 2

### APPLICATION

- 2.01 Permanent employees shall be granted all the terms and conditions of this Agreement.
- 2.02 Probationary employees shall be granted all the terms and conditions of this Agreement subject to the limitations of Article 12 - Probationary Appointments of this Agreement.
- 2.03 (a) Temporary employees shall be entitled to the full coverage of this Agreement except for the provisions of the following Articles:
- |            |   |  |
|------------|---|--|
| Article 9  | - | Time Off for Union Officers and Members  |
| Article 10 | - | Union Stewards   |
| Article 11 | - | Grievance Procedure; see Clause 2.08   |
| Article 12 | - | Probationary Appointments; provided, however, that Clause 12.04 shall be applicable to Temporary Employees |
| Article 19 | - | Acting Incumbent   |
| Article 20 | - | Severance Pay  |



Article 22	-	Layoff and Re-employment; shall apply except Clause 22.06. In place of Clauses 22.04 and 22.05, see Clauses 2.04 (a) and 2.04 (b).
Article 23	-	Position Abolishment
Article 27	-	Illness Leave Benefits; In lieu of Article 27, one (1) day illness leave per month with pay. Up to five (5) days of these may be used as casual illness leave.
Article 30	-	Long Term Disability Income Plan
Article 31	-	Alcoholism, Drug Abuse and Mental Illness
Article 32	-	Workers' Compensation
Article 33	-	Annual Vacation Leave; In lieu of Article 33, temporary employees shall receive six (6%) percent of their regular salary upon termination.
Article 34	-	Adoption/Parental Leave
Article 34A	-	Maternity 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 - Executive Assistant to the Chief Executive Officer  
0105 - Secretary, Regulatory (Forensic Audit)  
0220 - Human Resources Administrator  
0363 - Administrative Assistant to the Executive Director, Regulatory  
0502 - Secretary to the Director, Human Resources  
1032 - Secretary to the Director, Inspections

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 practiced 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 seventeen decimal six (17.6%) percent to cover part of fringe benefits costs. Should the salary cost of his replacement be greater than the actual salary plus seventeen decimal six (17.6%) 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 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 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 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 (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 (7 1/2) hours each work day and five (5) work days per week (thirty seven and one-half (37 1/2) hours per week);
  - (b) for all other employees, seven and one-quarter (7 1/4) hours each work day and five (5) work days per week (thirty six and one-quarter (36 1/4) hours per week);
  - (c) for the purposes set forth in Clause 15.04, the equivalent of (a) and (b) above on a bi-weekly or annual basis.
- 15.02
- (a) The scheduled hours of work approved by the Employer shall be posted at the work location. Hours of work schedules may be changed by posting notice of the change not less than seven (7) calendar days prior to the effective date of the change.
  - (b) Except by mutual agreement between the employee and his supervisor, where a change is made in the employee's schedule with less than seven (7) calendar day's notice, the employee shall be paid at time and one-half (1 1/2) for all hours worked on the first shift of the changed schedule.
- 15.03
- (a) 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.
  - (b) For each three (3) consecutive hours scheduled an employee shall be granted on (1) fifteen (15) minute paid rest period. Rest periods shall be scheduled within each three (3) hour period.
- 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.

- 15.06 An employee who is directed by a designated Manager to remain at his station of employment during his meal period shall be paid for such meal period at his regular rate of pay. Time worked during such on duty lunch break shall not contribute towards the fulfillment of the normal hours of work nor towards any overtime compensation.

## ARTICLE 16

### SHIFT DIFFERENTIAL

- 16.01 A shift differential of one dollar and seventy-five (\$1.75) cents per hour will be paid to all employees when they work a shift in which three (3) hours or more in the work day are worked between 4:00 p.m. of that day and 8:00 a.m. of the next day. The shift differential will apply to all hours worked during this period of 4:00 p.m. to 8:00 a.m. applied in units of one-quarter (1/4) hours.
- 16.02 At no time shall shift differential be included with the employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any employee benefits.
- 16.03 Notwithstanding the generality of the foregoing, an employee who works only evening or night shifts at is own request and with the concurrence of the Commission, shall not be entitled to receive shift differential for any or all hours worked.

## ARTICLE 16A

### WEEKEND PREMIUM

- 16A.01 An employee who works Saturdays or Sundays as part of his regularly scheduled work week, shall receive a weekend premium of one dollar and seventy-five (\$1.75) cents for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.
- 16A.02 At no time shall weekend premium be included with the employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any employee benefits.

## 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, shall be paid for at the rate of time and one-half the regular rate of pay for the first two (2) hours overtime that day and at the rate of double time the regular rate of pay for overtime worked in excess of two (2) hours that day, computed to the closest one quarter (1/4) hour. Time off in lieu of payment shall be granted at the overtime rate if elected by the employee and approved by the Employer upon a minimum of seven (7) calendar days' notice. All authorized overtime on the employee's scheduled days of rest will be paid at the rate of time and one-half his regular rate of pay for the first three (3) hours overtime worked that day and at the rate of double time the regular rate of pay for overtime worked in excess of three (3) hours that day.
- 17.04 Where three (3) or more hours of overtime are worked immediately following the completion of an employee's normal hours of work, a meal allowance equal to the rate established in Travel regulations 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 employee is called from home to work outside of scheduled working hours, he shall be paid not less than three (3) hours overtime except when such a call-out forms a continuous period with the employee's normal working hours, in which case no minimum shall apply and he shall be paid at the overtime rate only for the time worked immediately preceding his normally scheduled working hours, computed to the closest one quarter (1/4) hour.

#### ARTICLE 17 A

#### STAND-BY PAY

- 17A.01 When an employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be compensated the amount of one-half (1/2) hour's pay at his regular rate for each four (4) hours on stand-by or major portion thereof. On a day that is a Paid Holiday, the compensation shall be one (1) hour's pay at his regular rate for each four (4) hours on stand-by or major portion thereof.
- 17A.02 An employee designated in writing to be on stand-by shall be supplied with a paging system.

17A.03 When an employee is unable to report for work when required, while on stand-by, no compensation will be granted for any of the stand-by period.

17A.04 When an employee is called back to work during a period in which he was on stand-by, he shall be compensated pursuant to Clause 17A.01 for the hours he was on stand-by and compensated pursuant to Article 17, Overtime, for the hours worked on call back.

Only those employees employed in the following Classifications/Positions shall be assigned stand-by responsibilities:

075	Senior Hotline Operator
206	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 (1 1/2) week's pay for each year of permanent employment with the Employer up to a maximum of twenty-five (25) week's pay as severance pay.
- 20.02 Severance pay will not be paid to an employee who:
- (a) is dismissed for cause;
  - (b) resigns or retires;
  - (c) refuses to accept a transfer to another position in the same locality with no loss in pay;
  - (d) failed to return to work when recalled or has abandoned their position.

## ARTICLE 21

### SENIORITY

- 21.01 Seniority is defined as the length of an employee's continuous full time employment with the Employer from the most recent date of hire.
- 21.02 Seniority is not accumulated during:
- (a) layoff; or
  - (b) unauthorized unpaid leave of absence; or
  - (c) a leave of absence pursuant to Article 47 in excess of twenty (20) consecutive work days.
- 21.03 Seniority is lost, all rights are forfeited, and the Employer shall not be obligated to re-hire 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 Plan. 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 calendar year as follows:
- (a) illness within the immediate family - up to four (4) days;
  - (b) bereavement - up to four (4) days around the date of the funeral or the memorial service;
  - (c) travel time for bereavement - up to two (2) days;
  - (d) moving household effects - up to three (3) days.
- 26.02 For purposes of determining eligibility for special leave under Clause 26.01, the following provisions shall apply:
- (a) an employee who requires time off work, shall be granted leave without loss of pay for a period of up to three (3) work days, if there is an illness in his/her immediate family. Immediate family means spouse (including common-law spouse), son, daughter, mother or father;
  - (b) bereavement - leave of absence shall be granted in the event of the death of the following:
    - (i) spouse (including common-law spouse), parent, son, daughter, or the wife or husband of any of them - four (4) work days;

- (ii) parent-in-law, brother, sister, or the husband or wife of any of them - two (2) work days;
  - (iii) grandparents, grandchildren, uncles, aunts, nieces, nephews, foster parents (if not considered true parents in Clause (i) above) and other relatives or close friends with whom the employee has lived for some time - one (1) work day;
  - (iv) in cases other than those specified above, one-half (1/2) work day, without traveling 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 a 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) kilometers;
  - (iii) benefits under this Article may be granted only once per calendar 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 Employment Insurance by the Employment 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 eight-five (85) work days of illness.

27.03

Upon return to active work after a period of illness or disability of less than eight-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 eight-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 eight-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 discernible 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.
- (c) The Employer may require that an employee undergo a medical examination or a medical interview and when such examination or interview is for purposes other than meeting the requirements of Clauses 28.01 and 28.02 the examination or interview shall be at the Employer's expense and on the Employer's time.
- 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 (1 1/4) 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.
- (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:

$$\frac{\text{Bi-Weekly Salary}}{10} \times \text{vacation entitlement}$$

(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

### ADOPTION/PARENTAL LEAVE

- 34.01 An employee who has completed one (1) year of continuous service before commencing leave and who is adopting a child shall be granted leave of absence without pay for up to 37 consecutive weeks within 52 weeks of the child being placed with the adoptive parent for the purposes of adoption. The employee shall furnish proof of adoption and shall give the Employing department reasonable notice in writing of the date on which the leave is to commence.
- 34.02 A male employee who has completed one (1) year of continuous service before commencing leave shall be granted up to 37 consecutive weeks within 52 weeks after his child's birth. The employee shall provide proof of the birth of the child and shall give the Employing department reasonable notice in writing of the date on which the leave is to commence.
- 34.03 An employee granted leave without pay pursuant to Clauses 34.01 or 34.02 shall, upon return to work, be returned to their former position or be placed in another comparable position within the same department at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to employees in their classification. Employees will be required to give the Employing department two (2) weeks notice in writing of their intention to return to work.
- 34.04 An employee who at the commencement of Adoption/Parental Leave is participating in the Alberta Health Care Insurance Plan, the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered under these plans throughout the total period the employee is on Adoption/Parental Leave, and the Employer and the employee premium contributions if applicable shall continue.
- 34.05 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.
- 34.06 The full entitlement to maternity and parental leave for pregnant employees is provided under Article 34A and not under this Article.
- 34.07 Notwithstanding 34.06 above, where both parents are employees, the 37 weeks of parental leave may be taken entirely by one parent or can be shared between the parents.

## ARTICLE 34A

### MATERNITY LEAVE

- 34A.01 In this Article "date of delivery" means when the pregnancy of an Employee terminates with the birth of a child or the pregnancy otherwise terminates.
- 34A.02 An employee who has completed one (1) year of continuous service before commencing leave shall be granted up to 52 weeks of maternity leave without pay which includes parental leave. 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 Employing department at least two (2) weeks notice in writing of the date on which she intends to commence leave.
- 34A.03 An employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The employee, with the agreement of the Employer, may shorten the six (6) week period by providing the Employer with a medical certificate indicating the resumption of her full duties will not endanger her health.
- 34A.04 An employee granted leave without pay pursuant to Clause 34.02 shall, upon return to work, be returned to their former position or be placed in another comparable position within the same department at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to employees in their classification. Employees will be required to give the Employing department two (2) weeks notice in writing of their intention to return to work.
- 34A.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.
- 34A.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.

- 34A.07 An employee who at the commencement of Maternity Leave is participating in the Alberta Health Care Insurance Plan, the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered under these Plans throughout the total period the employee is on Maternity Leave, and the Employer and the Employee premium contributions if applicable shall continue.
- 34A.08 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 1/2) 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 affects 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.
- 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 seven and quarter (7.25) 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 Regulation, upon production of a receipt. This late dinner allowance shall only be claimable by employees who are performing field work away from an Alberta Gaming and Liquor Commission office location. Employees on travel status shall be entitled to claim a late night lunch allowance equivalent to the luncheon allowance pursuant to the Regulation, 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 Clause 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 a 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 off work days within each payroll year shall be modified as follows:

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

45.11

Article 27 - Illness Leave Benefits

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

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

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

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

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

A Part-time employee may earn up to seventy-five (75) hours during the first year of employment as a Part-time employee.

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

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

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

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

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

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

45.12

Article 28 - Proof of Illness

Clauses 28.05 and 28.07 shall not apply.

45.13 Article 29 - Conditions of Illness Entitlement

In lieu of 29.01 the following shall apply:

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

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

In lieu of 29.05 the following shall apply:

Illness benefits shall not apply if:

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

45.14 Article 30 - Long Term Disability

Shall not apply.

45.15 Article 32 - Workers' Compensation

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

45.16 Article 33 - Annual Vacation Leave

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

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

- (b) Where operational requirements permit and with the approval of the Employer, a request for time off without pay for vacation purposes to a maximum of three (3) weeks may be granted. Requests for such leave shall be submitted at least two (2) weeks in advance of the commencement of such leave.
- (c) The time off without pay shall be taken in one consecutive period unless otherwise requested by the employee and approved by the Employer. No more than two separate periods of leave will be approved.

45.17 Article 34 - Adoption/Parental Leave and Article 34A Maternity 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 eight-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 34	-	Adoption/Parental Leave
Article 34A	-	Maternity Leave
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 1/2x) the regular rate of pay for the first two (2) hours overtime that day and at the rate of double time (2x) the regular rate of pay for overtime worked in excess of two (2) hours that day, computed to the nearest one-quarter (1/4) 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 will receive five point two (5.2%) percent 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 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.

46.07     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.

46.08     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.



46.09 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 Executive Director, Finance and Administration.

ARTICLE 49

DURATION OF AGREEMENT

49.01 This Agreement except as otherwise noted shall take effect on January 1, 2002, and shall remain in effect until December 31, 2004 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, 2004, 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, 2004 are to be treated as a "dispute", in accordance with the Public Service Employee Relations 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:

Chief Executive Officer  
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 \_\_\_\_\_ day  
of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Witness

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2002.

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

**SCHEDULE I - PAY SCHEDULE**  
Pursuant to Public Service Employee Relations Act  
ALBERTA GAMING AND LIQUOR COMMISSION  
**January 1, 2002 - December 31, 2002**

		1	2	3	4	5	6	L.S.I
	Bi-Weekly							
	Monthly							
	Hourly							
	Annual							
041	Information Officer 1	1,225.90	1,270.10	1,322.50	1,379.10	1,432.60	1,494.40	1,564.80
		2,666.33	2,762.47	2,876.44	2,999.54	3,115.91	3,250.32	3,403.44
		16.91	17.52	18.24	19.02	19.76	20.61	21.58
		31,995.99	33,149.61	34,517.25	35,994.51	37,390.86	39,003.84	40,841.28
042	Information Officer 2	1,432.60	1,494.40	1,564.80	1,637.10	1,711.70	1,791.70	1,873.90
		3,115.91	3,250.32	3,403.44	3,560.69	3,722.95	3,896.95	4,075.73
		19.76	20.61	21.58	22.58	23.61	24.71	25.85
		37,390.86	39,003.84	40,841.28	42,728.31	44,675.37	46,763.37	48,908.79
050	Inspector 1 (entry & training level)	1,379.10	1,432.60	1,494.40	1,564.80	1,637.10	1,711.70	1,791.70
		2,999.54	3,115.91	3,250.32	3,403.44	3,560.69	3,722.95	3,896.95
		19.02	19.76	20.61	21.58	22.58	23.61	24.71
		35,994.51	37,390.86	39,003.84	40,841.28	42,728.31	44,675.37	46,763.37
051	Inspector 2 (requires 2 yrs at Insp. I level or equivalent)	1,564.80	1,637.10	1,711.70	1,791.70	1,873.90	1,959.50	2,049.20
		3,403.44	3,560.69	3,722.95	3,896.95	4,075.73	4,261.91	4,457.01
		21.58	22.58	23.61	24.71	25.85	27.03	28.26
		40,841.28	42,728.31	44,675.37	46,763.37	48,908.79	51,142.95	53,484.12
052	Investigator/Inspector 3	1,711.70	1,791.70	1,873.90	1,959.50	2,049.20	2,143.60	2,243.50
		3,722.95	3,896.95	4,075.73	4,261.91	4,457.01	4,662.33	4,879.61
		23.61	24.71	25.85	27.03	28.26	29.57	30.94
		44,675.37	46,763.37	48,908.79	51,142.95	53,484.12	55,947.96	58,555.35

**SCHEDULE I - PAY SCHEDULE**  
**January 1, 2002 - December 31, 2002**

		Bi-Weekly	Monthly	Hourly	Annual			
		1	2	3	4	5	6	L.S.I
071	Administrative Support 1	925.50	954.00	983.90	1,016.60	1,049.20	1,082.80	1,118.60
		2,012.96	2,074.95	2,139.98	2,211.11	2,282.01	2,355.09	2,432.96
		12.77	13.16	13.57	14.02	14.47	14.94	15.43
		24,155.55	24,899.40	25,679.79	26,533.26	27,384.12	28,261.08	29,195.46
072	Administrative Support 2	1,016.60	1,049.20	1,082.80	1,118.60	1,154.90	1,195.40	1,235.90
		2,211.11	2,282.01	2,355.09	2,432.96	2,511.91	2,600.00	2,688.08
		14.02	14.47	14.94	15.43	15.93	16.49	17.05
		26,533.26	27,384.12	28,261.08	29,195.46	30,142.89	31,199.94	32,256.99
073	Administrative Support 3	1,118.60	1,154.90	1,195.40	1,235.90	1,277.70	1,320.50	1,365.50
		2,432.96	2,511.91	2,600.00	2,688.08	2,779.00	2,872.09	2,969.96
		15.43	15.93	16.49	17.05	17.62	18.21	18.83
		29,195.46	30,142.89	31,199.94	32,256.99	33,347.97	34,465.05	35,639.55
074	Administrative Support 4	1,218.90	1,257.90	1,302.50	1,345.30	1,392.20	1,440.90	1,492.00
		2,651.11	2,735.93	2,832.94	2,926.03	3,028.04	3,133.96	3,245.10
		16.81	17.35	17.97	18.56	19.20	19.87	20.58
		31,813.29	32,831.19	33,995.25	35,112.33	36,336.42	37,607.49	38,941.20
075	Administrative Support 5	1,320.50	1,365.50	1,412.90	1,463.90	1,515.40	1,568.30	1,623.90
		2,872.09	2,969.96	3,073.06	3,183.98	3,296.00	3,411.05	3,531.98
		18.21	18.83	19.49	20.19	20.90	21.63	22.40
		34,465.05	35,639.55	36,876.69	38,207.79	39,551.94	40,932.63	42,383.79

Bi-Weekly  
Monthly  
Hourly  
Annual

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**SCHEDULE I - PAY SCHEDULE**  
**January 1, 2002 - December 31, 2002**

		1	2	3	4	5	6	L.S.I
	Bi-Weekly							
	Monthly							
	Hourly							
	Annual							
260	Maintenance Worker 1	1,779.10 3,869.54 23.72 46,434.51						
261	Maintenance Worker 2	1,936.10 4,211.02 25.81 50,532.21						
206	Computer Operator	1,409.20 3,065.01 19.44 36,780.12	1,466.70 3,190.07 20.23 38,280.87	1,534.30 3,337.10 21.16 40,045.23	1,601.40 3,483.05 22.09 41,796.54	1,679.50 3,652.91 23.17 43,834.95	1,760.50 3,829.09 24.28 45,949.05	1,838.20 3,998.09 25.35 47,977.02
207	Senior Computer Operator	1,534.30 3,337.10 21.16 40,045.23	1,601.40 3,483.05 22.09 41,796.54	1,679.50 3,652.91 23.17 43,834.95	1,760.50 3,829.09 24.28 45,949.05	1,838.20 3,998.09 25.35 47,977.02	1,921.40 4,179.05 26.50 50,148.54	2,015.20 4,383.06 27.80 52,596.72
240	Administrative Officer 1	1,299.10 2,825.54 17.92 33,906.51	1,350.40 2,937.12 18.63 35,245.44	1,408.90 3,064.36 19.43 36,772.29	1,464.40 3,185.07 20.20 38,220.84	1,529.10 3,325.79 21.09 39,909.51	1,599.60 3,479.13 22.06 41,749.56	1,673.20 3,639.21 23.08 43,670.52
241	Administrative Officer 2	1,464.40 3,185.07 20.20 38,220.84	1,529.10 3,325.79 21.09 39,909.51	1,599.60 3,479.13 22.06 41,749.56	1,673.20 3,639.21 23.08 43,670.52	1,756.40 3,820.17 24.23 45,842.04	1,835.00 3,991.13 25.31 47,893.50	1,917.70 4,171.00 26.45 50,051.97

**SCHEDULE I - PAY SCHEDULE**  
**January 1, 2002 - December 31, 2002**

		1	2	3	4	5	6	L.S.I
	Bi-Weekly							
	Monthly							
	Hourly							
	Annual							
245	Research Officer 1	1,494.40	1,564.80	1,637.10	1,711.70	1,791.70	1,873.90	1,959.50
		3,250.32	3,403.44	3,560.69	3,722.95	3,896.95	4,075.73	4,261.91
		20.61	21.58	22.58	23.61	24.71	25.85	27.03
		39,003.84	40,841.28	42,728.31	44,675.37	46,763.37	48,908.79	51,142.95
246	Research Officer 2	1,637.10	1,711.70	1,791.70	1,873.90	1,959.50	2,049.20	2,143.60
		3,560.69	3,722.95	3,896.95	4,075.73	4,261.91	4,457.01	4,662.33
		22.58	23.61	24.71	25.85	27.03	28.26	29.57
		42,728.31	44,675.37	46,763.37	48,908.79	51,142.95	53,484.12	55,947.96
300	Field Technician 1	1,174.50	1,223.70	1,272.00	1,323.80	1,377.10	1,436.30	1,494.60
		2,554.54	2,661.55	2,766.60	2,879.27	2,995.19	3,123.95	3,250.76
		16.20	16.88	17.54	18.26	18.99	19.81	20.62
		30,654.45	31,938.57	33,199.20	34,551.18	35,942.31	37,487.43	39,009.06
301	Field Technician 2	1,323.80	1,377.10	1,436.30	1,494.60	1,563.10	1,631.80	1,711.00
		2,879.27	2,995.19	3,123.95	3,250.76	3,399.74	3,549.17	3,721.43
		18.26	18.99	19.81	20.62	21.56	22.51	23.60
		34,551.18	35,942.31	37,487.43	39,009.06	40,796.91	42,589.98	44,657.10



**SCHEDULE I - PAY SCHEDULE**  
Pursuant to Public Service Employee Relations Act  
**ALBERTA GAMING AND LIQUOR COMMISSION**  
**January 1, 2003 - December 31, 2003**

		Bi-Weekly	Monthly	Hourly	Annual			
		1	2	3	4	5	6	L.S.I
041	Information Officer 1	1,274.90	1,320.90	1,375.40	1,434.30	1,489.90	1,554.20	1,627.40
		2,772.91	2,872.96	2,991.50	3,119.60	3,240.53	3,380.39	3,539.60
		17.58	18.22	18.97	19.78	20.55	21.44	22.45
		33,274.89	34,475.49	35,897.94	37,435.23	38,886.39	40,564.62	42,475.14
042	Information Officer 2	1,489.90	1,554.20	1,627.40	1,702.60	1,780.20	1,863.20	1,948.90
		3,240.53	3,380.39	3,539.60	3,703.16	3,871.94	4,052.46	4,238.86
		20.55	21.44	22.45	23.48	24.55	25.70	26.88
		38,886.39	40,564.62	42,475.14	44,437.86	46,463.22	48,634.74	50,866.29
050	Inspector 1 (entry & training level)	1,434.30	1,489.90	1,554.20	1,627.40	1,702.60	1,780.20	1,863.40
		3,119.60	3,240.53	3,380.39	3,539.60	3,703.16	3,871.94	4,052.90
		19.78	20.55	21.44	22.45	23.48	24.55	25.70
		37,435.23	38,886.39	40,564.62	42,475.14	44,437.86	46,463.22	48,634.74
051	Inspector 2 (requires 2 yrs at Insp. 1 level or equivalent)	1,627.40	1,702.60	1,780.20	1,863.40	1,948.90	2,037.90	2,131.20
		3,539.60	3,703.16	3,871.94	4,052.90	4,238.86	4,432.43	4,635.36
		22.45	23.48	24.55	25.70	26.88	28.11	29.40
		42,475.14	44,437.86	46,463.22	48,634.74	50,866.29	53,189.19	55,624.32
052	Investigator/Inspector 3	1,780.20	1,863.40	1,948.90	2,037.90	2,131.20	2,229.30	2,333.20
		3,871.94	4,052.90	4,238.86	4,432.43	4,635.36	4,848.73	5,074.71
		24.55	25.70	26.88	28.11	29.40	30.75	32.18
		46,463.22	48,634.74	50,866.29	53,189.19	55,624.32	58,184.73	60,896.52

**SCHEDULE I - PAY SCHEDULE**  
**January 1, 2003 - December 31, 2003**

		Bi-Weekly	Monthly	Hourly	Annual			
		1	2	3	4	5	6	L.S.I
071	Administrative Support 1	962.80	992.20	1,023.40	1,057.00	1,091.00	1,126.00	1,163.20
		2,094.09	2,158.04	2,225.90	2,298.98	2,372.93	2,449.05	2,529.96
		13.28	13.69	14.12	14.58	15.05	15.53	16.04
		25,129.08	25,896.42	26,710.74	27,587.70	28,475.10	29,388.60	30,359.52
072	Administrative Support 2	1,057.00	1,091.00	1,126.00	1,163.20	1,200.90	1,243.20	1,285.50
		2,298.98	2,372.93	2,449.05	2,529.96	2,611.96	2,703.96	2,795.96
		14.58	15.05	15.53	16.04	16.56	17.15	17.73
		27,587.70	28,475.10	29,388.60	30,359.52	31,343.49	32,447.52	33,551.55
073	Administrative Support 3	1,163.20	1,200.90	1,243.20	1,285.50	1,328.70	1,373.30	1,420.20
		2,529.96	2,611.96	2,703.96	2,795.96	2,889.92	2,986.93	3,088.94
		16.04	16.56	17.15	17.73	18.33	18.94	19.59
		30,359.52	31,343.49	32,447.52	33,551.55	34,679.07	35,843.13	37,067.22
074	Administrative Support 4	1,267.60	1,308.00	1,354.50	1,399.10	1,447.80	1,498.40	1,551.70
		2,757.03	2,844.90	2,946.04	3,043.04	3,148.97	3,259.02	3,374.95
		17.48	18.04	18.68	19.30	19.97	20.67	21.40
		33,084.36	34,138.80	35,352.45	36,516.51	37,787.58	39,108.24	40,499.37
075	Administrative Support 5	1,373.30	1,420.20	1,469.40	1,522.30	1,576.10	1,630.80	1,688.70
		2,986.93	3,088.94	3,195.95	3,311.00	3,428.02	3,546.99	3,672.92
		18.94	19.59	20.27	21.00	21.74	22.49	23.29
		35,843.13	37,067.22	38,351.34	39,732.03	41,136.21	42,563.88	44,075.07

**SCHEDULE I - PAY SCHEDULE**  
**January 1, 2003 - December 31, 2003**

Bi-Weekly  
Monthly  
Hourly  
Annual

		<b>Start</b>	<b>Three Month</b>	<b>Six Month</b>	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>	<b>L.S.I.</b>
152	Laboratory Technician 3	1,405.50 3,056.96 19.39 36,683.55			1,465.80 3,188.12 20.22 38,257.38	1,525.30 3,317.53 21.04 39,810.33	1,595.20 3,469.56 22.00 41,634.72	1,665.40 3,622.25 22.97 43,466.94
216	Programmer	1,246.10 2,710.27 17.19 32,523.21		1,306.30 2,841.20 18.02 34,094.43	1,368.80 2,977.14 18.88 35,725.68	1,435.10 3,121.34 19.79 37,456.11	1,505.20 3,273.81 20.76 39,285.72	1,570.50 3,415.84 21.66 40,990.05
220	Production Analyst	1,246.10 2,710.27 17.19 32,523.21		1,306.30 2,841.20 18.02 34,094.43	1,368.80 2,977.14 18.88 35,725.68	1,435.10 3,121.34 19.79 37,456.11	1,505.20 3,273.81 20.76 39,285.72	1,570.50 3,415.84 21.66 40,990.05
256	Maintenance Service Worker 2	1,240.70 2,698.52 16.54 32,382.27			1,300.90 2,829.46 17.35 33,953.49	1,363.40 2,965.40 18.18 35,584.74		1,422.90 3,094.81 18.97 37,137.69
257	Maintenance Service Worker 3	1,317.80 2,866.22 17.57 34,394.58			1,381.50 3,004.76 18.42 36,057.15	1,448.50 3,150.49 19.31 37,805.85		1,512.20 3,289.04 20.16 39,468.42

**SCHEDULE I - PAY SCHEDULE**  
**January 1, 2003 - December 31, 2003**

		Bi-Weekly	Monthly	Hourly	Annual							
		1	2	3	4	5	6	L.S.I				
260	Maintenance Worker 1	1,850.30										
		4,024.40										
		24.67										
		48,292.83										
261	Maintenance Worker 2	2,013.50										
		4,379.36										
		26.85										
		52,552.35										
206	Computer Operator	1,465.70	1,525.50	1,595.40	1,665.30	1,746.70	1,830.80	1,911.70				
		3,187.90	3,317.96	3,470.00	3,622.03	3,799.07	3,981.99	4,157.95				
		20.22	21.04	22.01	22.97	24.09	25.25	26.37				
		38,254.77	39,815.55	41,639.94	43,464.33	45,588.87	47,783.88	49,895.37				
207	Senior Computer Operator	1,595.40	1,665.30	1,746.70	1,830.80	1,911.70	1,998.20	2,095.60				
		3,470.00	3,622.03	3,799.07	3,981.99	4,157.95	4,346.09	4,557.93				
		22.01	22.97	24.09	25.25	26.37	27.56	28.90				
		41,639.94	43,464.33	45,588.87	47,783.88	49,895.37	52,153.02	54,695.16				
240	Administrative Officer 1	1,351.10	1,404.40	1,465.30	1,523.00	1,590.30	1,663.60	1,740.10				
		2,938.64	3,054.57	3,187.03	3,312.53	3,458.90	3,618.33	3,784.72				
		18.64	19.37	20.21	21.01	21.94	22.95	24.00				
		35,263.71	36,654.84	38,244.33	39,750.30	41,506.83	43,419.96	45,416.61				
241	Administrative Officer 2	1,523.00	1,590.30	1,663.60	1,740.10	1,826.70	1,908.40	1,994.40				
		3,312.53	3,458.90	3,618.33	3,784.72	3,973.07	4,150.77	4,337.82				
		21.01	21.94	22.95	24.00	25.20	26.32	27.51				
		39,750.30	41,506.83	43,419.96	45,416.61	47,676.87	49,809.24	52,053.84				

**SCHEDULE I - PAY SCHEDULE**  
**January 1, 2003 - December 31, 2003**

		Bi-Weekly	Monthly	Hourly	Annual			
		1	2	3	4	5	6	L.S.I
245	Research Officer 1	1,554.20	1,627.40	1,702.60	1,780.20	1,863.40	1,948.90	2,037.90
		3,380.39	3,539.60	3,703.16	3,871.94	4,052.90	4,238.86	4,432.43
		21.44	22.45	23.48	24.55	25.70	26.88	28.11
		40,564.62	42,475.14	44,437.86	46,463.22	48,634.74	50,866.29	53,189.19
246	Research Officer 2	1,702.60	1,780.20	1,863.40	1,948.90	2,037.90	2,131.20	2,229.30
		3,703.16	3,871.94	4,052.90	4,238.86	4,432.43	4,635.36	4,848.73
		23.48	24.55	25.70	26.88	28.11	29.40	30.75
		44,437.86	46,463.22	48,634.74	50,866.29	53,189.19	55,624.32	58,184.73
300	Field Technician 1	1,221.50	1,272.60	1,322.90	1,376.80	1,432.20	1,493.80	1,554.40
		2,656.76	2,767.91	2,877.31	2,994.54	3,115.04	3,249.02	3,380.82
		16.85	17.55	18.25	18.99	19.75	20.60	21.44
		31,881.15	33,214.86	34,527.69	35,934.48	37,380.42	38,988.18	40,569.84
301	Field Technician 2	1,376.80	1,432.20	1,493.80	1,554.40	1,625.60	1,697.10	1,779.40
		2,994.54	3,115.04	3,249.02	3,380.82	3,535.68	3,691.19	3,870.20
		18.99	19.75	20.60	21.44	22.42	23.41	24.54
		35,934.48	37,380.42	38,988.18	40,569.84	42,428.16	44,294.31	46,442.34

## 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 I
051	Inspector II
052	Investigator/Inspector III
075	Administrative Support 5
206	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 \_\_\_\_ day of \_\_\_\_\_, 2002.

FOR:  
ALBERTA GAMING AND LIQUOR COMMISSION

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Witness

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

## LETTER OF UNDERSTANDING DENTAL PLAN

The Parties agree to the following terms in respect of a Dental Plan for eligible bargaining unit employees of The Alberta 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 June 1 in one year and ending on May 31 in that year.
- 6. The dental services reimbursed under Section 4 shall not exceed the amounts specified in the Alberta Blue Cross usual and customary dental Schedule 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 anesthesia 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 \_\_\_\_ day of \_\_\_\_\_, 2002.

FOR:  
ALBERTA GAMING AND LIQUOR COMMISSION

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Witness

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

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

## LETTER OF UNDERSTANDING

### VOLUNTARY SEPARATION ALLOWANCE ALBERTA 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, 2004.
9. This Letter of Understanding may be cancelled at any time with the mutual agreement of both Parties.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2002.

FOR:  
ALBERTA GAMING AND LIQUOR COMMISSION

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Witness

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

**SCHEDULE - SEPARATION ALLOWANCE**

<b>Full Years of Continuous Employment</b>	<b>Separation Allowance - Weeks of Pay at Regular Rate of Pay</b>
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.