

COLLECTIVE AGREEMENT

BETWEEN

**ALBERTA GAMING, LIQUOR and CANNABIS
COMMISSION**

AND

**THE ALBERTA UNION OF PROVINCIAL
EMPLOYEES LOCAL 050**

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

August 1, 2017 – July 31, 2020

INDEX
(Numerical)

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	<u>1</u>
1 INTERPRETATION	<u>2</u>
2 APPLICATION	<u>3</u>
3 JURISDICTION	<u>4</u>
4 BARGAINING AGENT	<u>5</u>
5 TERMS OF EMPLOYMENT	<u>5</u>
6 FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT	<u>6</u>
7 MANAGEMENT RECOGNITION	<u>6</u>
8 UNION MEMBERSHIP AND DUES CHECK OFF	<u>6</u>
9 TIME OFF FOR UNION OFFICERS AND MEMBERS	<u>7</u>
10 UNION STEWARDS	<u>9</u>
11 GRIEVANCE PROCEDURE	<u>9</u>
12 PROBATIONARY APPOINTMENTS	<u>12</u>
13 EMPLOYEE PERFORMANCE REVIEW	<u>13</u>
14 ATTENDANCE	<u>13</u>
15 HOURS OF WORK	<u>14</u>
16 SHIFT DIFFERENTIAL	<u>15</u>
16A WEEKEND PREMIUM	<u>15</u>
17 OVERTIME	<u>16</u>
17A STAND-BY PAY	<u>17</u>
18 PAID HOLIDAYS	<u>18</u>
18A CHRISTMAS CLOSURE	<u>19</u>
19 ACTING INCUMBENT	<u>20</u>
20 SEVERANCE PAY	<u>20</u>
21 SENIORITY	<u>21</u>
22 LAYOFF AND RE-EMPLOYMENT	<u>21</u>
23 POSITION ABOLISHMENT	<u>22</u>
24 JOB OPORTUNITIES	<u>25</u>
25 RIGHTS ON TRANSFER AND PROMOTION	<u>26</u>
26 SPECIAL LEAVES	<u>26</u>
27 ILLNESS LEAVE BENEFITS	<u>28</u>
28 PROOF OF ILLNESS	<u>31</u>
29 CONDITIONS OF ILLNESS ENTITLEMENT	<u>32</u>
30 LONG TERM DISABILITY INCOME PLAN	<u>33</u>
31 CONTRACTING OUT	<u>33</u>
32 WORKERS' COMPENSATION	<u>34</u>
33 ANNUAL VACATION LEAVE	<u>35</u>
34 ADOPTION/PARENTAL LEAVE	<u>37</u>
34A MATERNITY LEAVE	<u>38</u>
35 HEALTH PLAN BENEFITS	<u>39</u>
36 GROUP LIFE INSURANCE	<u>39</u>
37 RECOGNITION OF SERVICE	<u>40</u>
38 NOTICE OF RESIGNATION	<u>40</u>
39 PAYMENT OF SALARIES	<u>40</u>
40 SUBSISTENCE, TRAVEL AND MOVING EXPENSES	<u>40</u>

41	FOREST FIRE OPERATIONS, FLOOD CONTROL AND POLLUTION CONTROL	41
42	DISCIPLINARY ACTION/PURGED FILES	41
43	HEALTH AND SAFETY	42
44	EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)	42
45	PART TIME EMPLOYEES	43
46	CASUAL EMPLOYEES	52
47	TEMPORARY EMPLOYEES	54
48	LEAVE WITHOUT PAY	55
49	CASH SHORTAGES	56
50	DURATION OF AGREEMENT	56
51	RESPECTFUL WORKPLACE	57
52	CLASSIFICATION	58
	SCHEDULE I - PAY SCHEDULE	61
	SCHEDULE II	68
	LETTER OF UNDERSTANDING - BENEFITS	69
	LETTER OF UNDERSTANDING - DENTAL PLAN	70
	LETTER OF UNDERSTANDING - HEALTH SPENDING ACCOUNT	74
	LETTER OF UNDERSTANDING - VOLUNTARY SEPARATION ALLOWANCE	75

PREAMBLE

THIS AGREEMENT made this 29th day of October, 2019.

BETWEEN:

ALBERTA GAMING, LIQUOR AND CANNABIS 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 Alberta Gaming, Liquor and Cannabis 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 Alberta Gaming, Liquor and Cannabis 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 witness 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 Alberta Gaming, Liquor and Cannabis 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 full-time or part-time 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 Full-time Employee" means an Employee hired by the Employer to fill an established temporary position where the incumbent is required to work full-time hours for continuous employment for a limited defined period of time;
- 1.09 "Full-time Employee" means an Employee who is regularly scheduled for the required hours of work specified in Article 15, Hours of work;
- 1.10 "Part-time Employee" means an Employee who is regularly scheduled for less than the required hours of work specified in Article 15, Hours of Work;
- 1.11 "Temporary Part-time" means an Employee who is regularly scheduled for less than the required hours of work specified in Article 15, Hours of Work and where the incumbent is required for continuous employment for a limited defined period of time.
- 1.12 "Casual Employee" means an Employee hired by the Employer who 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.
- 1.13 "Permanent Position" means a full-time or part-time position where the duties thereof are of an indefinite continuing nature;
- 1.14 "Work Day" means any day on which an Employee is required to be on duty;

- 1.15 Throughout this Collective Agreement, a word used in the singular may also apply in the plural;
- 1.16 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 as defined pursuant to Section(1) of the *Adult Interdependent Relationships Act* (the *Act*) and who qualifies pursuant to the provisions of the *Act*.
- 1.17 "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;
- 1.18 "Calendar Day" means the time from midnight to midnight;
- 1.19 "Month" means a calendar month (the first day of the month to the last day of that month);
- 1.20 "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 Full-time 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.
- 2.03 The application of any part of this Agreement for Permanent Part-time Employees shall be provided in Article 45, Part-time Employees.
- 2.04 The application of any part of this Agreement for casual Employees shall be provided in Article 46 - Casual Employees.
- 2.05 The application of any part of this Agreement for Temporary Employees shall be provided in Article 47, Temporary Employees.
- 2.06 Notwithstanding any specified or implied provision in this Collective Agreement, there shall be no pyramiding of leaves or benefits or other entitlements.

ARTICLE 3
JURISDICTION

3.01 The terms of this Agreement shall apply only to Employees in classifications set out in Schedule I (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 - Executive Assistant to the Board
0005 - Executive Assistant to the President & Chief Executive Officer
0003 - Executive Assistant to the Board
1004 - Administrative Assistant, CEO (Part-time)
0046 - Payroll Administrator
0564 - Payroll Administrator
0047 - Payroll Supervisor
0705 - Administrative Assistant to the Director, Communications
0715 - Executive Assistant to the Vice President, Human Resources
1032 - Executive Assistant to the Vice President, Regulatory Services
0105 - Administrative Assistant to the Director, Audit Services
0312 - Administrative Assistant to the Director, Investigations
0363 - Administrative Assistant to the Director, Compliance
0220 - Benefits Supervisor
0502 - Human Resources Assistant
1075 - Human Resources Assistant
1076 - Benefits Administrator (Part-time)
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 I (Pay Schedule).

ARTICLE 4

BARGAINING AGENT

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

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, delegated or modified by this Agreement are retained by the Employer.

ARTICLE 8

UNION MEMBERSHIP AND DUES CHECK OFF

- 8.01 Except as outlined in Article 3 of this Agreement, 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 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 sixty (60) 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 as a condition of employment. The Employer shall, therefore, 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 thirty (30) working days from the end of the pay date. 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 on an electronic format showing the Employee number, position number, starting date, classification, work location, name, phone number 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 effective in the next succeeding submission of dues payment.
- 8.05 The Union agrees that for purpose 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 Manager, 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 the Manager with a copy of the request for time off at least seven (7) 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 six (6) in number, for time spent meeting with representatives of the Employer in regard to matters which are not grievance related, 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 Standing and Ad-Hoc Committees of the Union;
- (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 six (6) 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 24.3% (percent) to cover part of benefits costs. Should the salary cost of the Employee's replacement be greater than the actual salary plus 24.3% (percent) the Employer shall recover the greater amount by submission of a detailed invoice.

9.07 The Employer will invoice the Union for Union leaves granted within six (6) months of the date of the leave and the Union will pay the invoice within thirty (30) calendar days from the date of the invoice.

ARTICLE 10

UNION STEWARDS

- 10.01 The Employer recognizes the right of the Union to appoint Employees as Union Stewards to act on behalf of Employees in conformance with the provisions of this Agreement.
- 10.02 The Union 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 Union 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 their place of work to investigate a grievance with the Employer or an Employee during their working hours without first obtaining permission from their 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 Human Resources or the supervisor at the location. Such approval shall not be unreasonably denied.
- 10.09 A representative of the Union, will be provided an opportunity to deliver a Union orientation to new Bargaining Unit employees of up to thirty (30) minutes, without loss of pay. This presentation shall occur at the Employer's New Employee orientation and the Union will be provided not less than seven (7) calendar days advance notice of New Employee Orientation date.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.01 Definitions and Scope
 - (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement. A grievance shall be categorized as follows:

- (i) Individual Grievance: Is a difference affecting one (1) Employee. Such grievance shall be initiated at Level 1 of the grievance procedure as outlined in Clause 11.02 except in cases of demotion or dismissal which shall be initially at Level 2.
- (ii) Group Grievance: Is a difference affecting two (2) or more Employees. Such grievance shall be initiated at the applicable step of the grievance procedure and processed therefrom in the same manner as an individual grievance as outlined in Clause 11.02. A Group Grievance shall list all Employees affected by the grievance.
- (iii) Policy Grievance: Is a difference that seeks 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. Such grievance shall be initiated at Level 2 and processed therefrom in the same manner as other grievances.
- (iv) At each step of the Grievance Procedure the Employer and Union shall discuss all particulars related to the issue in dispute that would assist in resolving the grievance.

11.02 The grievance must be dealt with progressively without stoppage of work or refusal to perform work, through the levels described below. The Employee may discuss the grievance with their immediate supervisor or a manager, with a view of resolving it prior to the grievance being filed at Level 1. The Employee shall advise the supervisor of the Employee's intent to file a grievance.

LEVEL 1 If the matter is not resolved in the informal discussion, 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 Division Head, or their Designate with a copy to Human Resources and 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. At the request of either party, a grievance hearing shall be held at this step.

LEVEL 2 If no satisfactory settlement is reached in Level 1, and the Employee wishes to proceed with their grievance, the Employee will within fourteen (14) calendar days of the date of the written decision of the Designated Officer referred to in Level 1, above, submit the grievance and redress sought to the President and CEO with a copy to Human Resources. The President and CEO shall hear from representatives of the Employer and the Union, at a grievance hearing to be convened within fourteen (14) calendar days of receipt of the grievance at Level 2. 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 the date of the grievance hearing.

LEVEL 3 If the difference is not resolved satisfactorily in Level 2, and the Employee wishes to proceed with their grievance, the grievance, with the approval of the Union, shall be advanced to arbitration.

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 Level 2, notify the other party in writing of the desire to submit the difference to arbitration 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 Chairperson 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 Chairperson 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 Chairperson 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 Chairperson of the Arbitration Board.

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

11.03 A grievance may initially be presented beyond Level 1 with the approval of the President and CEO.

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 unreasonably denied.

- 11.05 If the grievor fails to meet the time limits stipulated in the grievance procedure, the Employee's grievance is abandoned by the Employee and cannot be further appealed or filed by the Employee or by their representative as a new grievance. Similarly, if the respondent fails to meet the time limit for their reply to a grievance at any level of the grievance procedure, the grievance will automatically proceed to the next level.
- 11.06 When it is necessary to use the postal service, all correspondence shall be by registered mail or by receipted courier service.
- 11.07 A complaint alleging sexual or workplace harassment may be presented in the form of a grievance directly to the Employer at Level 2.

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 (excluding vacation and other approved leaves) from the Employee's anniversary date, provided the Employer may extend the probationary appointment for up to three (3) months (excluding vacation and other approved leaves) 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 (excluding vacation and other approved leaves) 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 the Employee's probationary period and shall give the reason(s) for the extension. The Employer shall offer the Employee counselling to assist the Employee 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 toward their probationary period if the Employee 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. The Employer shall provide a reason for the termination to the Employee and an Employee shall have recourse to the grievance procedure, however, the matter shall not be subject to arbitration.
- 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 their position description.

ARTICLE 13

EMPLOYEE PERFORMANCE REVIEW

- 13.01 A copy of an Employee's Performance Review shall be made available to them at least two (2) work days prior to being reviewed or discussed with the supervisor conducting the review.
- 13.02 Each Employee shall receive a copy of their Performance Review after it has been filled out and signed by the Employee and the supervisor conducting the review.

ARTICLE 14

ATTENDANCE

- 14.01 An Employee who is absent from duty without prior authorization shall communicate daily during the absence, the reason for their absence directly to their supervisor and/or their manager at the Employee's 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 an authorized leave of absence, which includes illness leave, for an indeterminate period of less than 20 work days shall notify their supervisor and/or manager of their 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 their return to work.

- 14.03 An Employee on an authorized leave of absence, which includes illness leave, of twenty (20) work days or more shall notify their supervisor and/or manager in writing at the Employee's 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 their supervisor and/or manager within the time limits specified.
- 14.05 An Employee who absents themselves from their employment and who has not informed the Employer shall after three (3) consecutive work days of such unauthorized absence be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Employee to the Employer that special circumstances prevented the Employee from reporting to their place of work.

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 their supervisor, where a change is made in the Employee's schedule with less than seven (7) calendar days' 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 one (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. For the purpose of administration Employees working a flexible or modified work week system will have all entitlements under the Collective Agreement converted into hours pursuant to Clause 15.01.
- 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 the Employee's station of employment during their meal period shall be paid for such meal period at their 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) Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive two dollars and seventy-five (\$2.75) cents per hour for working a shift where at least one-half of the hours in such shift fall between 3:00 p.m. and 11:00 p.m.
- (b) Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive five dollars (\$5.00) per hour for working a shift where at least one-half of the hours in such shift fall between 11:00 p.m. and 7:00 a.m.
- 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 Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.
- 16.04 Notwithstanding Clause 16.01, for Employees working a shift that concludes between 3:00p.m. and 6:00 p.m. no shift differential will be paid.

ARTICLE 16A

WEEKEND PREMIUM

- 16A.01 An Employee who works Saturdays or Sundays as part of their regularly scheduled work week, shall receive a weekend premium of three dollars and twenty-five-cents (\$3.25) for each hour worked from 12:01 a.m. Saturday to 11:59 p.m. 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 Employer 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 of the Employee's 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 up to the rate established in travel regulation pursuant to Article 40 shall be paid with the production of an itemized receipt.
- 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, they 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 they shall be paid at the overtime rate only for the time worked immediately preceding the Employee's normally scheduled working hours, computed to the closest one quarter (1/4) hour.

ARTICLE 17A

STAND-BY PAY

- 17A.01 When an Employee is designated to be immediately available to return to work during a period in which they are not on regular duty, the Employee shall be compensated at one-eighth (1/8) of a hour's pay at their regular rate for each hour on stand-by computed to the closest one quarter (1/4) hour. On a day that is a Paid Holiday, the compensation shall be at one quarter (1/4) hour at their regular rate for each hour on stand-by computed to the closest one quarter (1/4) hour. Time off in lieu of payment shall be granted if elected by the Employee and approved by the Employer.
- 17A.02 An Employee designated in writing to be on stand-by shall be supplied with a communications device.
- 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 they were on stand-by, the Employee shall be compensated pursuant to Clause 17A.01 for the hours they were 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:

- 044 Information Officer 4
- 050 Inspector 1
- 051 Inspector 2
- 052 Inspector 3/Investigator
- 053 Inspector 4
- 075 Senior Hotline Operator
- 207 Senior Computer Operator
- 241 Bingo Gaming Analyst
- 241 Retailer Services Coordinator
- 241 Casino Gaming Analyst
- 260 Maintenance Worker 1
- 261 Maintenance Worker 2
- 300 Field Technician 1
- 301 Field Technician 2

17A.05 Telephone Calls

- (a) Employees who are formally designated by the Employer to receive urgent work related telephone calls at home outside of normal working hours shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly salary or the equivalent time in lieu of all time engaged in such calls.

Notwithstanding the foregoing, if the time worked receiving a call and making and receiving additional telephone calls related to the original telephone call totals twenty (20) minutes or less, an Employee shall be compensated a minimum of one-half (1/2) hour's pay at straight time rates or the equivalent time in lieu. For compensation purposes, two (2) or more telephone calls received within a thirty (30) minute period will be considered to be a single telephone call.

- (b) Compensation for responding to telephone calls at home will not be paid in circumstances in which the telephone calls results in the Employee having to leave home to return to work. In such cases, the provisions of Article 17.06 shall apply.

ARTICLE 18

PAID HOLIDAYS

18.01 Employees are entitled to one days' 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) the Employee's 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 the Employee's 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 the Employee's manager.

18.04 Where a paid holiday listed in 18.01 falls on an Employee's regular day off, they shall be granted:

- (a) the next regular work day following the paid holiday; or
- (b) a day off in lieu with pay at their 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 the Employee's 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 18A

CHRISTMAS CLOSURE

18A.01 It is understood that Christmas Closure will result in closure of the Employer's offices as outlined below:

- (a) When Christmas Day falls on a Sunday, the Christmas closure will occur on December 29 and 30;
- (b) When Christmas Day falls on a Monday, the Christmas closure will occur on December 28 and 29;
- (c) When Christmas Day falls on a Tuesday, the Christmas closure will occur on December 27, 28 and 31;
- (d) When Christmas Day falls on a Wednesday, the Christmas closure will occur on December 24, 30 and 31;
- (e) When Christmas Day falls on a Thursday, the Christmas closure will occur on December 29, 30 and 31;
- (f) When Christmas Day falls on a Friday, the Christmas closure will occur on December 29, 30 and 31;
- (g) When Christmas Day falls on a Saturday, the Christmas closure will occur on December 29, 30 and 31;

18A.02 Christmas Closure days are not to be treated as vacation or paid holiday days. Employees are required to take the number of days allotted to them as per Clause 18A.01.

- 18A.03 When an Employee is required to work on one of the paid days off as listed in Clause 18A.01, or is employed in a continuous operation, the paid days off or required period of time worked, shall be taken by the end of the next calendar year on a date mutually agreeable to the Employee and their Manager.
- 18A.04 The provisions of Christmas Closure do not apply when an Employee is on leave of absence with pay.

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 the Employee may also be required to perform some of the duties of their 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, they shall have their 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 48 in excess of twenty (20) consecutive work days.
- 21.03 Seniority is lost, all rights are forfeited, and the Employer shall not be obligated to rehire the Employee:
 - (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work within three (3) work days from the time notice of recall is delivered pursuant to Article 22; or
 - (c) upon the expiry of six (6) months following layoff during which time the Employee has not been recalled to work.

ARTICLE 22

LAYOFF AND RE-EMPLOYMENT

- 22.01 Layoff is defined as an indefinite separation from employment as a result of lack of work, with the intention of being returned at some future date.
- 22.02 The Employer shall provide written notice to Employees who are to be laid off:
 - (a) twenty (20) work days for Employees having permanent status, or
 - (b) seven (7) work days for Employees having part-time status, or
 - (c) five (5) work days for Employees having temporary status
 - (d) 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, they 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 the Employee 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, they 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 their 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 Where two (2) or more permanent Employees who are performing the same or similar functions in the same job classification within a single work location have their positions abolished they shall be abolished in reverse order of seniority provided those retained are qualified and able to perform the available work.
- 23.03 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.
- 23.04 The Employee may resign in writing and receive pay at the Employee's 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, the Employee shall not receive pay in lieu of notice.

- 23.05 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.
- 23.06 An Employee whose position is declared abolished and for whom the Employer has not arranged ongoing employment within Alberta Gaming, Liquor and Cannabis Commission or with any successor 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 Dental Plan, Extended Medical Care and Group Life Insurance and Group Accidental Death and Dismemberment Benefits Plans. The Employer and Employee premium contributions for these benefits, if applicable, shall continue.
- 23.07 If a permanent Employee is released from the Commission pursuant to Clause 23.06 (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, the Employee 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 23.06 (d) continue to apply for the full one hundred and eighty (180) calendar day period.

- 23.08 When competitions limited to Employees whose positions have been declared abolished are held pursuant to Clause 23.06, 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.
- 23.09 Under the application of this Article, an Employee placed into a position which has a maximum salary rate less than the salary rate he the Employee was receiving upon the date of position abolishment shall have his the Employee's salary rate maintained over-range, until such time as the negotiated maximum salary rate for the new position equals or surpasses his the Employee's existing salary rate.
- 23.10 An Employee who accepts a position with a lower maximum salary pursuant to Clause 23.08, shall have the vested rights set out in 23.06 (d) continue to apply for the full one hundred and eighty (180) calendar day period.
- 23.11 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, the Employee was in upon position abolishment, shall forfeit all vested rights pursuant to Clause 23.06.
- 23.12 All reasonable associated expenses involving relocation, pursuant to Clause 23.07, or competitions pursuant to Clause 23.06, shall be paid by the Employer in accordance with the Travel and Subsistence Allowance as set out in the Corporate Policies and Procedures Manual.
- 23.13 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.
- 23.14 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.
- 23.15 Notwithstanding other provisions of this Article, an Employee who is released from the Employer may choose to waive the Employee's vested right under Clause 23.06 (d) and elect to receive severance pay at the time the Employee is released that they 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 and Temporary Positions that are six (6) months or longer will be maintained on an electronic notice board. Such notices will be posted for a minimum period of seven (7) calendar days prior to filling the vacancy and the positions may be advertised externally. Internal and external candidates can be reviewed simultaneously and considered through an open competition.
- The notice shall contain the following information:
- (a) internal or external competition
 - (b) location of the position
 - (c) job summary
 - (d) skills/qualifications
 - (e) classification (if known)
 - (f) salary(if known)
 - (g) application instructions
 - (h) any other information the Employer deems appropriate
 - (i) closing date
- 24.02 When filling vacancies, the determining factors shall be job related skills, abilities, knowledge, experience and other related attributes. Where an internal and external candidate have equal job related skills, abilities, knowledge, experience and other related attributes, preference shall be given to the internal candidate.
- 24.03 A grievance concerning job opportunities may be subject to Article 11, Grievance Procedure however, it shall not be subject to arbitration.
- 24.04 Notwithstanding 24.01, the job posting requirements are not applicable in the following circumstances:
- (a) if a position is filled through the recruitment process and within ninety (90) calendar days of the recruitment being completed, another of the same position becomes available; or
 - (b) If a Temporary Position was posted and filled through the recruitment process and then transitions to a Permanent Position; or
 - (c) by mutual agreement between the Employer and the Union.
- 24.05 When an Employee is successful in a competition and is appointed to a higher classification, the Employee's salary shall be placed within the range for the new classification and shall receive a minimum four percent (4%) increase.

ARTICLE 25

RIGHTS ON TRANSFER AND PROMOTION

- 25.01 An Employee who is laterally transferred to another position and during a trial period of sixty (60) work days (excluding vacation and other approved leaves) and is found to be unsuitable will be returned to the Employee's former position, or to another similar position for which the Employee is qualified, at their former salary.
- 25.02 An Employee who is promoted to a position in a classification having a higher maximum salary will be required to serve a trial period (excluding vacation and other approved leaves) equivalent to the probationary period of the higher classification as outlined in Schedule II. If during this trial period the Employee is found to be unsuitable the Employee will be returned to their former position, or to another similar position for which they are qualified, at their former salary. This shall not be deemed a violation of Article 24 – Job Opportunities.
- 25.03 Pursuant to clause 25.01 and 25.02, the Employer will notify the Employee in writing prior to the completion of the trial period of an extension in the trial period and shall give the reason(s) for the extension. The Employer may extend the trial period for up to sixty (60) work days (excluding vacation and other approved leaves) and in all cases the Union shall be notified.
- 25.04 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 the Employee was previously in within the same Division/Branch and work location, provided they are qualified and able to perform the available work. This shall not be deemed a violation of Article 24 – Job Opportunities.

ARTICLE 26

SPECIAL LEAVES

- 26.01 An Employee who requires time off from work, shall be granted special leave without loss of pay upon approval by the Employee's 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 seven (7) 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) Personal – up to three (3) days;
 - (e) Domestic violence leave – up to five (5) days.

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 seven (7) work days, if there is an illness in the Employee's immediate family. Immediate family means an Employee's, spouse, benefit partner or any of the following relations of an Employee, parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, step-child, brother, sister, or any relative who permanently resides with the Employee. The leave shall include the Employee taking immediate family to dental, physiotherapy or medical appointments.
- (b) Bereavement - leave of absence shall be granted in the event of the death of the following:
 - (i) spouse (including common-law spouse), parent, son, daughter, or the wife or husband of any of them - four (4) work days;
 - (ii) parent-in-law, brother, sister, or the husband or wife of any of them - two (2) work days;
 - (iii) grandparents, grandchildren, uncles, aunts, nieces, nephews, foster parents (if not considered true parents in Clause (i) above) and other relatives or close friends with whom the Employee has lived for some time - one (1) work day;
 - (iv) in cases other than those specified above, one-half (1/2) work day, without travelling time, for the purpose of attending the funeral or the memorial service;
 - (v) in cases of bereavement under (i) above occurring during an Employee's annual vacation leave, four (4) work days shall be taken immediately upon the completion of that vacation period;
 - (vi) the provisions of bereavement leave do not apply when an Employee is on leave of absence with pay.
- (c) Travel time for bereavement shall mean for travel where long distances or travel from isolated areas are involved.
- (d) A personal day shall apply to conditions that require an Employee to be away from work for personal reasons.
- (e) An Employees who requires time off for domestic violence leave, as defined in the *Employment Standards Code*, shall be granted leave without loss of pay for up to five (5) work days for one or more of the following purposes.
 - (i) to seek medical attention for the Employee or the Employee's child in for physical or psychological injury or disability caused by the violence;
 - (ii) to obtain services in respect of the violence from a victim services organization;

- (iii) to obtain psychological or other professional counselling for the Employee or the Employee's child ;
 - (iv) to relocate temporarily or permanently;
 - (v) to seek legal or law enforcement assistance including preparing for or participating in any civil, criminal or administrative proceeding;
 - (vi) any other purposes identified in the *Employment Standards Code*.
- 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 calendar year.
- 26.04 Court Leave
- Notwithstanding Clause 26.03, when an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in the Employee's official capacity to give evidence or to produce Employer records, the Employee shall be allowed leave with pay, but any monies receivable by the Employee shall be paid to the Employer.
- 26.05 When an Employee is subpoenaed as a witness in the Employee's private capacity:
- (a) at a location within the Province of Alberta, the Employee shall be allowed leave with pay, but any monies receivable by the Employee shall be paid to the Employer;
 - (b) at a location outside the Province of Alberta, the Employee may be allowed leave with pay if authorized by the Employing Division, but any monies receivable by the Employee 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 by Employment Insurance which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.

27.02

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

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

27.03

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

- (a) An Employee who has less than three (3) years' service with the Employer must return to active work for a period of twenty (20) consecutive work days of employment after returning from sick leave before the reinstatement provisions above apply.
- (b) For Employees who have three (3) or more years' service with the Employer, the reinstatement provisions apply immediately upon return to active work with the Employer.

- 27.04 For the purposes of topping up the 70% provisions in 27.03 above, three (3) days will be credited as sick leave supplement for each unused day of casual sick leave after each employment year, to a maximum of eighty-five (85) work days. This sick leave supplement may be used for topping up illness leave, with full pay to a maximum eighty-five (85) work days and is applied only when an Employee is in the eighty-five (85) day qualifying period before going on the Employer's Long Term Disability Income Plan, and when used, is not subject to reinstatement provisions.
- 27.05 An Employee must return to active work within a new year of service to qualify for the Illness Leave entitlement of that year of service.
- 27.06 For purposes of this Article, the maximum period of continuous absence allowable shall be eighty-five (85) consecutive work days, or seventeen (17) consecutive weeks, whichever is the shorter period. Absences due to illness or disability in excess of that period shall be subject to Article 30.
- 27.07 The L.T.D.I. Plan provisions shall apply after not more than eighty-five (85) work days (or seventeen (17) calendar weeks) of continuous disability, regardless of the amount of Illness Leave entitlement received by the Employee during the first eighty-five (85) work days of disability.
- 27.08 Notwithstanding the above illness schedule:
- (a) During the first three (3) months of employment an Employee will be allowed up to one (1) day per month with pay to a maximum of three (3) days at full pay; and
 - (b) After the first three (3) months of employment an Employee will be allowed up to a further two (2) days illness entitlement. Such leave is excluded from the illness provisions in Clause 27.02.
 - (c) After the first year of employment an Employee who is absent due to casual illness of up to two (2) consecutive work days or less, shall receive their 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 they have been given prior authorization by management and the Employee works one (1) hour in a half day that they are absent for those purposes, such absences shall neither be charged against the Employee's casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which they 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 the Employee's 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 Where the Employee must pay a fee for a medical certificate or other proof of illness satisfactory to the Employer, the Employer shall reimburse the Employee to a maximum of fifty dollars (\$50.00), in line with the Alberta Medical Association fee guidelines. The Employee must provide a receipt in order to receive reimbursement.
- 28.04 Where the Employer is seeking additional information to substantiate general illness claims they shall do so while balancing an Employee's right to privacy.
- 28.05 The Employer may require that an Employee undergo an independent medical examination. The examination shall be at the Employer's expense and on the Employer's time.
- 28.06 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.
- 28.07 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.
- 28.08 Where an Employee has been examined pursuant to Clause 28.05 and the Employee is also applying for L.T.D.I. benefits, a copy of the independent medical examination shall be considered as part of the Employee's application.
- 28.09 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 their total sick leave entitlement in any one employment year, that Employee 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 their total sick leave entitlement set out in Clause 27.02 in any one year, they are not entitled to further sick leave entitlement in the next employment year until they have returned to active work for twenty (20) consecutive work days of employment from the date of their 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 prognosis, directly to their supervisor and/or their manager at the Employee's 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 shall 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 the absence is due to an injury from employment of any other employer.
- 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 they refuse to accept work which, in the opinion of the independent medical examination outlined in Article 28, the Employee is capable of performing.
- 29.08 The Employee will accept reasonable accommodations that helps facilitate their return to work as soon as medically possible.
- 29.09 This Article 29, Conditions of Illness Entitlement, is subject to Article 28, Proof of Illness.

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.
- 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 their classification or refuses to work in another job which they are 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

CONTRACTING OUT

- 31.01 The Employer will not contract out services that will result in the loss of Permanent encumbered Bargaining Unit positions without meaningful consultation and discussion with the Union.
- 31.02 The Union shall be provided at least ninety (90) calendar days' notice prior to when the final decision to contract out services is made. Lesser notice may be provided when urgent issues rapidly emerge.
- 31.03 The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Employees and any anticipated timeframe for the initiative.

- 31.04 During the consultation the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of Bargaining Unit Employees by examining potential retraining and redeployment opportunities.
- 31.05 The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon such a request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.
- 31.06 The application of the processes in this Article are subject to the Grievance Procedure in Article 11. The outcome of the process in this Article is not subject to the Grievance Procedure.

ARTICLE 32

WORKERS' COMPENSATION

- 32.01 In accordance with the *Workers' Compensation Act*, when an Employee sustains an injury in the course of their 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 their employment income they would have received or which they are entitled to receive at the commencement of the WCB Benefits, during the period they are 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, they shall then receive the benefits available to them 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 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 the Employee's immediate supervisor and/or the Employee's manager at their 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 A new Employee hired into a permanent position shall receive five (5) workdays of vacation credited at the time of commencement.
- Vacation credited in this clause shall be taken by the Employee no later than the end of the second calendar year of employment or will be paid out to the Employee in the first full pay period of the third calendar year of employment.
- Should an employee terminate prior to the end of their first year (12 full calendar months) of employment and have taken vacation credit, the employee will be required to pay back the amount of the vacation credit at the rate of 5/12 days for each full calendar month as per the formula below:
- Vacation credit owed: five (5) work days' vacation credit – (5/12 x number of months worked in the first year of employment).
- 33.05 All employees covered by this Agreement shall be entitled to vacation with pay.
- Vacation entitlements are earned and accumulated each full calendar month. The Employee can use vacation as it is earned. Earning rate changes in the month following the month vacation service threshold is reached. Vacation thresholds and entitlements with pay shall be as follows:
- An Employee commencing with the Employer on or before the fifteenth (15th) day of any month shall earn one (1) work day of vacation for that month. An Employee commencing on or after the sixteenth (16th) day of any month shall earn one (1) work day of vacation from the first day of the following month.
- (a) An Employee who has completed less than five (5) full years of service shall receive one and one-quarter (1 ¼) work days' vacation for per calendar month.

- (b) An Employee who has completed five (5) full years of service in the following month will begin earning twenty (20) work days of vacation at the rate of one and two-thirds ($1 \frac{2}{3}$) work days per calendar month.
- (c) An Employee who has completed thirteen (13) years of full service in the following month will begin earning twenty-five (25) work days of vacation at the rate of two and one-twelfth ($2 \frac{1}{12}$) work days per calendar month.
- (d) An Employee who has completed twenty-one (21) years of full service in the following month will begin earning thirty (30) work days of vacation at the rate of two and one-half ($2 \frac{1}{2}$) work days per calendar month.
- (e) An Employee who has completed thirty (30) years of full years of service in the following month will begin earning thirty-five (35) work days of vacation at the rate of two and eleven-twelfths ($2 \frac{11}{12}$) work days per calendar month.

33.06 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.

33.07 Employees who are on scheduled annual vacation leave are not eligible for the provisions of Article 9 - Time Off for Union Officers and Members; Article 19 - Acting Incumbent; Article 26 - Special Leave; and Article 27 - Illness Leave Benefits while on annual vacation.

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 the Employee is entitled to take shall be reduced according to the applicable amounts listed in the following schedule for each thirty (30) calendar day period, or fraction thereof, of continued absence immediately following:

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

SCHEDULE

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

thirty (30) work days	261	$30/261 = .1149$ days
thirty-five (35) work days	261	$35/261 = .1341$ 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 Clause 33.04 and Clause 33.05)

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 ninety (90) days of continuous service before commencing leave and who is adopting a child shall be granted leave of absence without pay for up to 62 consecutive weeks within 78 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 division reasonable notice in writing of the date on which the leave is to commence.

34.02 An Employee who has completed ninety (90) days of continuous service before commencing leave shall be granted up to 62 consecutive weeks within 78 weeks after the Employee's child's birth. The Employee shall provide proof of the birth of the child and shall give the employing division 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 their former position or be placed in another comparable position within the same division 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 division 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 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 benefits 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 62 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 ninety (90) days of continuous service before commencing leave shall be granted up to 78 weeks of maternity leave without pay which includes parental leave. A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's expected date of delivery, but in any case shall give the employing division at least two (2) weeks notice in writing of the date on which the Employee 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 the Employee's full duties will not endanger the Employee's 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 division 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 division two (2) weeks notice 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 the Employee's 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 the Employee proceed on maternity leave.

- 34A.06 A pregnant Employee who presents medical evidence from the Employee's physician, in accordance with Article 29, that continued employment in the Employee's present position may be hazardous to themselves or the Employee's unborn child or that the Employee is medically unable to perform their 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 Group Extended Medical Benefits Plan, The Group Dental Plan and the Group Life Insurance Place 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 contribution 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 benefits plans.

ARTICLE 35

HEALTH PLAN BENEFITS

- 35.01 The Employer will pay 50% of the premiums of extended medical care 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 four hundred thousand dollars (\$400,000.00).
- 36.03 The coverage of any insurance changes will be effective at the first of the month following the first insurance collection pay period following a salary change which effects insurance coverage.

ARTICLE 37

RECOGNITION OF SERVICE

- 37.01 The Employer shall recognize and count all permanent full time service with an Alberta Provincial Government Department, Board, Agency, Corporation or Commission in respect to entitlements for annual vacation.
- 37.02 Permanent 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 (thirty) 30 days has occurred during employment with, or between these employers and/or with Alberta Gaming, Liquor and Cannabis 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 the Employee wishes to resign in good standing.

ARTICLE 39

PAYMENT OF SALARIES

- 39.01 Employees shall be paid in accordance with the attached pay schedule.
- 39.02 An anniversary 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

SUBSISTENCE, TRAVEL AND MOVING EXPENSES

- 40.01 Employees who incur travel and subsistence expenses in the performance of authorized Commission business shall be reimbursed for these expenses no less than the Government of Alberta, Travel, Meal and Hospitality Policy. An Employee may submit for approval and reimbursement, an itemized receipt where the cost of a meal exceeds the meal allowance in the Travel, Meal and Hospitality Policy. The Employer shall approve reasonable meal expenses that exceed the meal allowance in accordance with the Policy.
- 40.02 An Employee shall be considered on travel status when they travel outside the:
- (a) metropolitan area; or
 - (b) town or city where a residency inspection office is located.

- 40.03 Employees who work a full seven and quarter (7.25) hours 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 an itemized receipt. This late dinner allowance shall be claimable by Employees who are performing field work away from an Alberta Gaming, Liquor and Cannabis 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 an itemized receipt.

ARTICLE 41

FOREST FIRE OPERATIONS, FLOOD CONTROL AND POLLUTION CONTROL

- 41.01 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 42

DISCIPLINARY ACTION/PURGED FILES

- 42.01 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.
- 42.02 An Employee who is to be interviewed on any disciplinary measure or potential disciplinary measure shall be entitled to have a Union Steward present at the interview. The Employee shall be notified of the time and place of the interview with reasonable advance notice, which shall not be less than twenty-four (24) hours unless otherwise mutually agreed upon. The Employee may arrange to be accompanied by a readily available Union Representative or Union Steward of their choice.
- 42.03 An Employee who has been subjected to disciplinary action may after thirty (30) months of continuous service (excluding vacation and other approved leaves) from the date the disciplinary measure was invoked, request that the Employee's 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 similar disciplinary action, during that thirty (30) month period, of which the Employee is aware.
- 42.04 Subject to Clause 12.05, no Employee shall be dismissed, suspended or demoted without just cause.

- 42.05 Access to an Employee's Personnel File shall be provided to the Employee or their authorized representative, upon request and within a reasonable time, once in every year and in the event of a grievance or complaint. The Employee 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.

ARTICLE 43

HEALTH AND SAFETY

- 43.01 The success of the Health and Safety Program depends on the active participation of everyone.
- The Employer and Local of the Union shall maintain a Joint Health and Safety Committee which shall consist of representatives of the Employees covered by this Agreement who are selected by the Local, not to exceed six (6) 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*.
- 43.02 The Joint Health and Safety Committee shall be informed as soon as possible of any fatal accident or serious injury of any Employee on the job.

ARTICLE 44

EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)

- 44.01 An Employee Management Advisory Committee (EMAC) shall be established. The EMAC shall meet once every three (3) months or as deemed appropriate by the committee.
- 44.02 The Local/Chapter Representative of the Union shall provide the names of up to six (6) elected Employees and the Employer shall provide the names of up to six (6) appointed representatives to sit on the EMAC.
- 44.03 The desired functions of the EMAC is to promote communication, improve working conditions and working relations between the Union, Employees and the Commission management.
- 44.04 The Committee can make recommendations to their principals, but will have no authority to amend or modify the collective agreement.
- 44.05 The committee shall not deal with matters that are properly the subject to the grievance procedure.

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 however termination during the hourly equivalent of the probationary period prescribed for the Employee's class pursuant to Schedule II shall not be subject to arbitration.

45.02 Article 12 - Probationary Period

A part-time Employee will serve a probationary period that is the hourly equivalent of the probationary period prescribed for the Employee's class pursuant to Schedule II. The probationary period shall be based on accumulated regular hours of work (excluding vacation and other approved leaves).

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.

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.

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.

Article 18A – Christmas Closure – Shall apply to days in which the Employee is scheduled to work during Christmas Closure.

45.06 Article 20 - Severance Pay - Article 20 applies except as modified below:

The Employer agrees that severance pay will be granted to a part-time Employee whose position has been eliminated and who cannot be placed in another permanent part-time position.

The Employee shall be paid one and one-half (1½) weeks' pay for each accumulated one thousand, eight hundred and eighty-five (1,885) regular hours of continuous employment as defined in Clause 45.07, seniority up to a maximum of twenty-five (25) weeks' pay as severance pay.

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 Full-time, Probationary, Temporary Employees transferring to part-time, their most recent date of commencement of employment.
- (c) Part-time Employees not on layoff or authorized leave experiencing a ten (10) bi-weekly pay period break in service will only accumulate seniority from their most recent commencement following such break.

45.08

Article 22 - Layoff and Re-employment

In addition to Article 22 the following shall apply:

- (a) Part-time Employees laid off shall be placed on a re-employment list for a period of six (6) months. An Employee's name shall be removed from the re-employment list on the Employee's first refusal to return to work in any position or when the Employee has neglected to keep the Employer advised of the address at which the Employee can be contacted. The provision of Clause 45.21 shall not apply while on a re-employment list.
- (b) Clause 22.06 shall not apply.

45.09

Article 23 - Position Abolishment

In lieu of Article 23 the following shall apply:

- (a) The Employer will make a reasonable effort to effect reductions in the work force through attrition prior to and during the work assignment elimination process.
- (b) The Employer shall give a part-time Employee, whose assignment has been on-going, and the Union at least ninety (90) calendar days prior written notice that the Employee's part-time position is being eliminated.
- (c) Where two (2) or more part-time Employees who are performing the same or similar functions in the same job classification within a single work location have their on-going assignments eliminated, they shall be eliminated in reverse order of seniority provided those retained are qualified and able to perform the work.

- (d) The Employee may resign in writing and receive pay at the Employee's regular rate in lieu of part of the notice specified in (b) to a maximum of two (2) months pay based on the average of the last twenty-six (26) full consecutive bi-weekly pay periods of scheduled work. 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 (b) expires. However, if the Employee resigns and retires before the end of the notice period, the Employee shall not receive pay in lieu of notice.
- (e) A part-time Employee who has more than one (1) year of continuous employment immediately preceding the notice of elimination, and who has not resigned in writing or retired, pursuant to (d), shall be entitled to the rights set out in the following clauses.
- (f) An Employee whose permanent part-time position has been eliminated and for whom the Employer has not arranged ongoing permanent part-time employment within Alberta Gaming, Liquor and Cannabis Commission or with any successor employer shall be eligible for:
 - (i) during the first two (2) weeks of the written notice period, the division shall fill all available comparable part-time positions in the division and work unit through competitions limited exclusively to those Employees whose part-time positions have been eliminated. The Employer shall undertake to notify those Employees of all such available Positions;
 - (ii) where no alternative positions are available to the Employee being eliminated, the Employer shall fill all available comparable on-going part-time positions throughout the Commission by operating competitions limited exclusively to such part-time Employees;
 - (iii) where no alternate position is found for one (1) or more Employees under paragraph (ii), and the written notice period has expired for such Employee(s), said Employee(s) may be released from the Commission;
 - (iv) Employee(s) released from the Commission under (iii) shall be vested with the right to be appointed to the first available comparable on-going part-time positions through competition limited exclusively to such Employee(s). The vesting will last ten (10) full consecutive bi-weekly pay periods commencing with the day following the release of the Employee(s) and shall run concurrent with clause 45.21. The Employer shall undertake to notify those Employees of all such available assignment;

- (v) during the ten (10) full consecutive bi-weekly pay period of vesting, an Employee shall be eligible to continue to be covered in the Dental Plan, Extended Medical Care and Group Life Insurance and Group Accidental Death and Dismemberment Benefits Plans. The Employer and Employee premium contributions for these benefits, if applicable, shall continue. Prior arrangements for the payment of the Employee premium of contributory benefits shall be made prior to the vesting period commencing.
- (g) If a part-time Employee is released from the Commission pursuant to (e) (iii), 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, the Employee 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 (e) (iv), continue to apply for the ten (10) full consecutive bi-weekly pay periods.
- (h) When competitions limited to part-time Employees whose permanent part-time positions have been eliminated and are held pursuant to (e), the division in which the available position is located, shall fill the position from amongst those part-time Employees to whom the competition is limited, provided that at least one (1) of the Employees has the ability to perform the duties and to assume the responsibilities of the available positions or has the potential for training on the job. Where two (2) or more Employees have relatively equal qualifications, they shall be eligible for the assignment in order of their seniority.
- (i) Under the application of this Article, an Employee placed into an position which has a maximum salary rate less than the salary rate the Employee was receiving upon the date of position eliminated shall have the Employee's salary rate maintained over-range, until such time as the negotiated maximum salary rate for the new Position equals or surpasses the Employee's existing salary rate.
- (j) An Employee, who accepts a part-time position with a lower maximum salary pursuant to (i), shall have the vested rights set out in (e)(iv) continue to apply for the ten (10) full consecutive bi-weekly pay periods.
- (k) An Employee who refuses without good and satisfactory reason to accept an alternate permanent part-time position, with the same or a higher maximum salary as the position the Employee was in upon at elimination, shall forfeit all vested rights pursuant to (f).

- (l) All reasonable associated expenses involving relocation, pursuant to (h), or competitions pursuant to (f), shall be paid by the Employer in accordance with the Travel and Subsistence Allowance as set out in the Corporate Policies and Procedures Manual.
- (m) During the period of notice of elimination pursuant to (b), the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective employers outside the Employer.
- (n) 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 is eligible for severance pay pursuant to Clause 45.06. Employees, who at the end of the vesting period are still employed in the Commission in a casual assignment, shall be eligible for severance pay pursuant to Clause 45.06 when such casual employment terminates. Severance pay will not be paid to an Employee who was dismissed, resigned, retired, or who refused an alternate on-going assignment at no loss in salary.
- (o) Notwithstanding other provisions of this Article, an Employee who is released from the Employer may choose to waive the Employee's vested right under (f) (iv) and elect to receive severance pay at the time the Employee is released that the Employee would have been eligible to receive under the Letter of Understanding on Voluntary Separation Allowance.

45.10 Article 26 – Special Leave

Article 26 applies except as modified below:

- (a) For illness within the immediate family – up to twenty-one and three quarter hours (21.75).
- (b) All leaves will apply to days in which the Employee is scheduled to work.
- (c) In the case of bereavement, the leave must be contained within four (4) consecutive calendar days around the date of the funeral or the memorial service.

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 quarter (7.25) hours for each one hundred and fifty-seven (157.0) regular hours worked.

A part-time Employee may earn up to seventy-two and one-half (72.50) illness leave hours during the first year of employment as a part-time Employee.

- (b) 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 forty-five (145) hours.

At the end of the second and subsequent employment years, unused illness leave credits to a maximum of one hundred and forty-five (145) hours shall be carried forward to the next employment year.

- (d) If a part-time Employee becomes ill at work or requires time off for the purpose of attending dental, physiotherapy or medical appointments provided the Employee has been given prior authorization by management, and the Employee works one (1) hour in the half shift that the Employee is absent for those purposes the Employee 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 their illness leave entitlement.

45.12 Article 29 - Conditions of Illness Entitlement

In lieu of 29.01 the following shall apply:

If an Employee uses their total sick leave entitlement in any one employment year, the Employee 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 shall not apply.

In lieu of 29.05 the following shall apply:

Illness benefits shall not apply if the absence is due to an injury while in the employ of any other employer; nor is the Employee eligible for any sick leave benefits for any subsequent absences caused by that injury.

45.13 Article 30 – Long Term Disability Income Plan – Shall apply as modified in Clause 45.17 (e)

45.14 Article 32 - Workers' Compensation – shall apply as modified:

In lieu of 32.01 the following shall apply:

with the Worker's Compensation Act, when an Employee sustains an injury in the course of the Employee's duties with the Employer that causes the Employee to be absent from work, the Employee and Employer shall complete the required forms for the Workers' Compensation.

Clauses 32.02 and 32.03 shall not apply.

In lieu of 32.05 the following shall apply:

A recipient of Workers' Compensation benefits who at the commencement of the absence from work has benefits as outlined in Clause 45.17 shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premiums shall continue to be paid by the Employer and Employee as outlined in Clause 45.17.

45.15

Article 33 - Annual Vacation Leave

Shall apply as modified:

- (a) (i) Part time employees who have worked less than nine thousand four hundred twenty five (9,425) regular hours shall earn and accumulate vacation equivalent to six percent (6%) of regular hours worked.
- (ii) Part-time employees who have worked nine thousand four hundred twenty five (9,425) or more regular hours, but less than twenty four thousand five hundred and five (24,505) regular hours shall earn and accumulate vacation equivalent to eight percent (8%) of regular hours.
- (iii) Part time employee who have worked twenty four thousand five hundred and five (24,505) regular hours but less than thirty nine thousand five hundred eighty five (39,585) regular hours shall earn and accumulate vacation equivalent to ten percent (10%) of regular hours.
- (iv) Part time employees who have worked more than thirty nine thousand five hundred eighty five (39,585) regular hours shall receive vacation equivalent to twelve percent (12%) of regular hours.
- (b) Percentage changes will be effective the pay period following the completion of hours.
- (c) Vacation shall be scheduled by mutual agreement between the Employee and the Employee's immediate supervisor and/or the Employee's manager at their place of work.
- (d) An employee shall not take vacation leave without prior authorization.
- (e) Employees on a vacation leave are not eligible for the provisions of Article 9- Time Off for Union Officers and Members; Article 19 - Acting Incumbent; Clause 45.10 (Article 26 - Special Leaves); Clause 45.11 (Article 27 – Illness Leave Benefits).

45.16

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 the Employee's intention to return to work, be returned to the Employee's former permanent part-time position or be placed in another comparable position within the same division.

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

45.17

In lieu of benefits pursuant to Article 30, Long Term Disability Income Plan, Article 35, Health Plan Benefits, and Article 36, Group Life Insurance, Permanent Part-time Employees shall be paid an additional one (1%) percent of regular salary. This clause shall cease to apply:

- (a) On the first day of the month following the month in which the Employee has completed nine hundred and forty-two point five zero (942.50) hours since the Employee's most recent date of employment as a Part-time Employee.

Part-time Employees are required to participate in a benefit program which will provide:

- (b) The Employer will pay 50% of the premiums for extended medical.
- (c) The Employer will provide a dental plan. The dental plan will be totally funded by the Employer.
- (d) The Employer will pay 50% of the Group Life Insurance and Group Accidental Death & Dismemberment Premiums required providing \$50,000 of insurance coverage.
- (e) In lieu of Clause 30.04 the following shall apply:

A Part-time Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of one hundred and nineteen (119) consecutive calendar days may apply for long term disability income benefits. The final ruling as to whether a 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 claim adjudicator.

Long term disability payments to Part-time Employees will be based on the rate of pay and average monthly hours worked in the twelve (12) months preceding the first day of the qualifying period.

Clauses 30.05 does not apply.

Clause 30.06 applies as modified:

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 or has exhausted L.T.D.I. benefits, and is not able to return to work to perform all regular duties of the Employee's classification or refuses to work in another job which the Employee 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.

45.18 Article 37 - Recognition of Service – Clause 37.02 shall not apply.

45.19 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 the Employee is hired. With effect from June 20, 1982 an Employee who has completed the equivalent of hours of work for applicable services, shall be entitled to receive the hourly rate shown in the below Schedule 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. Increases granted shall be effective on the first pay period following the completion of the hours of works as shown below:

<u>HOURS OF WORK</u>	<u>SERVICE</u>
942.50	6 MONTHS
1,885.00	1 YEAR
3,770.0	2 YEARS
5,655.0	3 YEARS
7,540.0	4 YEARS
9,425.0	5 YEARS
11,310.0	6 YEARS

45.20 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.

45.21 Article 46 - Casual Employees - Shall not apply.

45.22 Article 48 - Leave Without Pay

Clause 48.01 shall apply providing a suitable replacement is available.

45.23 The Employer shall determine the number of Part-time Employees to be employed at any location.

45.24 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 2.04 and 2.06
- 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 46.08
- Article 12 - Probationary Appointments - only Clauses 12.04 and 12.09
- Article 13 - Employee Performance Review
- Article 32 - Workers' Compensation - only Clauses 32.03 and 32.04
- Article 34 - Adoption / Parental Leave
- Article 34A - Maternity Leave
- Article 40 - Subsistence, Travel and Moving Expenses
- Article 42 - Disciplinary Action / Purged Files
- Article 43 - Health and Safety
- Article 44 - Employee Management Advisory Committee (EMAC)
- Article 50 - 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 the Division Head's 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 shall receive five point two (5.2%) per cent of their regular salary.

46.05 Article 33 Annual Vacation Leave - In lieu of this Article, the following shall apply:

In lieu of vacation leave, Casual Employees will receive six (6%) per cent of their regular salary.

46.06 Article 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 the Employee is hired. With effect from June 20, 1982 a Casual Employee who has completed the equivalent of:

<u>HOURS OF WORK</u>	<u>SERVICE</u>
942.50	6 MONTHS
1,885.0	1 YEAR
3,770.0	2 YEARS
5,655.0	3 YEARS
7,540.0	4 YEARS
9,425.0	5 YEARS
11,310.0	6 YEARS

shall be entitled to receive the hourly rate shown in the above Schedule 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. Increases shall be granted effective on the first pay period following the completion of the hours of work as shown above.

46.07 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.

46.08 Article 11 - Grievance Procedure

Casual Employees shall have full coverage of Article 11, Grievance Procedure, however, termination during the hourly equivalent of the probationary period prescribed for the Employee's class pursuant to Schedule II shall not be subject to arbitration. A casual Employee shall not have the right to grieve when the casual assignment is no longer required or upon expiry of casual assignment. The probationary period shall be based on accumulated regular hours of work.

ARTICLE 47

TEMPORARY EMPLOYEES

47.01 (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 47.03

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

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 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

Article 35 - Health Plan Benefits

Article 36 - Group Life Insurance

Article 37 - Recognition of Service

Article 38 - Notice of Resignation

Letter of Understanding - 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 except for the provisions of the following articles:

Article 20 - Severance Pay

Article 22 - Layoff and Re-employment

Article 23 - Position Abolishment

- 47.02 (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.

- 47.03 Temporary Employees shall have full coverage of Article 11, Grievance Procedure, provided however, termination during the probationary period prescribed for the Employee's class pursuant to Schedule II shall not be subject to arbitration. A temporary Employee shall not have the right to grieve when the temporary position is no longer required or upon expiry of the temporary position.

ARTICLE 48

LEAVE WITHOUT PAY

- 48.01 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.
- 48.02 An Employee who at the commencement of a leave pursuant to this Article is participating in the 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.
- 48.03 An Employee granted leave without pay must make prior arrangements for the payment of the Employee's share of the premiums of any contributory benefit plans.

ARTICLE 49

CASH SHORTAGES

- 49.01 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 Division Head.

ARTICLE 50

DURATION OF AGREEMENT

- 50.01 This Agreement except as otherwise noted shall take effect on August 1, 2017 and shall remain in effect until July 31, 2020 and from year to year thereafter unless notice to negotiate is served by either party pursuant to the Act.
- 50.02 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*.
- 50.03 The parties may consult from time to time on matters of mutual interest.
- 50.04 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.
- 50.05 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.
- 50.06 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:

President and CEO
Alberta Gaming, Liquor and Cannabis 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

ARTICLE 51

RESPECTFUL WORKPLACE

- 51.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination and harassment are not tolerated. The parties agree AGLC's Respectful Workplace Policy will be followed.
- 51.02 There shall be no discrimination, harassment, coercion or interference by either party in respect of an Employee by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, or political affiliation of that Employee.
- 51.03 Workplace Harassment, Workplace Bullying and Sexual Harassment are defined in the Respectful Workplace Policy, as follows:
- (a) Workplace Harassment is any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the person knows or reasonably knows will or would cause offence or humiliation to an employee, or adversely affects the worker's health and safety, includes conduct, comment, bullying or action because of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, and a sexual solicitation or advance, but excludes any reasonable conduct of an Employer or supervisor in respect of the management of Employees or the workplace.
 - (b) Workplace Bullying is a repeated pattern of negative behaviour aimed at a specific person or group. Workplace bullying is a form of workplace harassment.

- (c) Sexual Harassment is unsolicited and unwelcomed conduct of a sexual nature, including comments, gestures or physical contact, either on a one-time basis or in a continuous series of incidents that detrimentally affects the work environment or leads to adverse job related consequences. It is behaviour that is offensive, objectionable, coercive and one-sided. Any Employee can be a victim of Sexual Harassment. Sexual Harassment is a form of Workplace Harassment.

- 51.04 Where reasonable the Parties are committed to engage in informal discussions between Employees and their Supervisor, and between the Union and the Employer with the intent that problems and concerns be resolved without recourse to a formal complaint.
- 51.05 Formal complaints of Workplace Discrimination, Workplace Bullying or Workplace Harassment shall be submitted to the Employer and will be investigated in accordance with AGLC's Respectful Workplace Policy. Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner.
- 51.06 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of Workplace Violence, Workplace Bullying, Workplace Harassment, or Workplace Discrimination.
- 51.07 If the investigation determines that the Employee acted in bad faith in making a complaint of Workplace Violence, Workplace Bullying, Workplace Harassment, or Workplace Discrimination, the Employer may impose disciplinary action, up to and including termination.
- 51.08 Nothing in this Article prevents an Employee who believes they are being harassed or discriminated against from filing a complaint in accordance with Article 11, Grievance Procedure, or any other Alberta Statute.

ARTICLE 52

CLASSIFICATION

- 52.01 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 Level 3 of the grievance procedure of this Agreement whereupon they shall be so determined.
- 52.02 When the Union fails to process the issue within the time limits specified in 52.01, the issue will be deemed to have been abandoned.

Classification Review

- 52.03 (a) An Employee who believes they are improperly classified due to a substantial change in job duties and at least six (6) months have elapsed since the last review, may request a classification review by submitting their rationale for the proposed change in classification and, if applicable, any proposed changes to the job description to their Manager.
- (b) Within thirty (30) calendar days the Manager will provide an approved job description along with the Employee's rationale to Human Resources, with a copy to the Employee. Human resources will review the request and notify the Employee and management of the results within ninety (90) calendar days of receipt of the approved position description.
- (c) An Employee not satisfied with the results of the Human Resources review can appeal the decision through the internal appeal process by following the AGLC's classification appeal process which shall be final and binding.
- (d) The classification decision will be effective from the first bi-weekly pay period following the date the original request was submitted to Manager in accordance with 52.03(a).
- 52.04 Where a classification review has resulted in the Employee being reclassified to a classification with a lower salary range, the Employee will have their salary held over range until it falls within the salary range of the new classification.
- 52.05 Where a classification review has resulted in the Employee being reclassified to a classification with a higher salary range, the Employee will have their salary increased by a minimum of four (4%) percent effective the first-biweekly pay period following the classification request being received by Human Resources.

Salary Schedule

The Wage rate contained in Schedule "1" August 1, 2016 Pay Schedule in the Agreement shall be increased in accordance with the schedule below;

Effective August 1, 2017 Salary Schedule "1" – 0 % increase

Effective August 1, 2018 Salary Schedule "1" – 0 % increase

Effective August 1, 2019 Salary Schedule - Wage Re-opener

The Parties shall commence negotiations to reach agreement on the general wage increase payable in Year 3 (August 1, 2019 to July 31, 2020) of the Collective Agreement on or before January 31, 2020.

The Parties agree that the only item open for negotiations shall be the general wage increase in the Salary Schedule 1. This re-opener shall not be construed in any way as "opening the agreement" for negotiation on any other issues by either side.

If the Parties have not been able to agree upon the general wage adjustment, at any time after January 31, 2020, either Party may give written notice to the other Party of its desire to submit resolution of the general wage adjustment to interest arbitration before a three-member panel comprised of a nominee of both parties and a chair chosen by the Parties. If the Parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair.

The arbitration hearing shall be held by no later than May 1, 2020. In reaching its decision, the arbitration panel shall consider the matters identified in Section 38 of the *Public Service Employer Relations Act*.

SCHEDULE I – PAY SCHEDULE

Pursuant to the Public Service Employee Relations Act
ALBERTA GAMING, LIQUOR AND CANNABIS COMMISSION
August 1, 2017 - July 31, 2019

Bi-weekly
Monthly
Hourly
Annual

	1	2	3	4	5	6	7
041 Information Officer 1	1,922.70 4,181.87 26.52 50,182.47	2,000.30 4,350.65 27.59 52,207.83	2,086.40 4,537.92 28.78 54,455.04	2,166.70 4,712.57 29.89 56,550.87	2,259.50 4,914.41 31.17 58,972.95	2,367.30 5,148.88 32.65 61,786.53	2,475.30 5,383.78 34.14 64,605.33
042 Information Officer 2	2,259.50 4,914.41 31.17 58,972.95	2,367.30 5,148.88 32.65 61,786.53	2,475.30 5,383.78 34.14 64,605.33	2,588.10 5,629.12 35.70 67,549.41	2,711.60 5,897.73 37.40 70,772.76	2,834.50 6,165.04 39.10 73,980.45	2,963.50 6,445.61 40.88 77,347.35
043 Information Officer 3	2,588.10 5,629.12 35.70 67,549.41	2,711.60 5,897.73 37.40 70,772.76	2,834.50 6,165.04 39.10 73,980.45	2,963.50 6,445.61 40.88 77,347.35	3,098.30 6,738.80 42.74 80,865.63	3,241.70 7,050.70 44.71 84,608.37	3,394.40 7,382.82 46.82 88,593.84
044 Information Officer 4	2,775.70 6,037.15 38.29 72,445.77	2,901.60 6,310.98 40.02 75,731.76	3,035.60 6,602.43 41.87 79,229.16	3,171.90 6,898.88 43.75 82,786.59	3,322.70 7,226.87 45.83 86,722.47	3,472.70 7,553.12 47.90 90,637.47	3,638.40 7,913.52 50.18 94,962.24
050 Inspector 1 (entry & training level)	2,259.50 4,914.41 31.17 58,972.95	2,367.30 5,148.88 32.65 61,786.53	2,475.30 5,383.78 34.14 64,605.33	2,588.10 5,629.12 35.70 67,549.41	2,711.60 5,897.73 37.40 70,772.76	2,834.50 6,165.04 39.10 73,980.45	2,963.50 6,445.61 40.88 77,347.35
051 Inspector 2 (requires 2 yrs at Insp. 1 level or equivalent)	2,588.10 5,629.12 35.70 67,549.41	2,711.60 5,897.73 37.40 70,772.76	2,834.50 6,165.04 39.10 73,980.45	2,963.50 6,445.61 40.88 77,347.35	3,098.30 6,738.80 42.74 80,865.63	3,241.70 7,050.70 44.71 84,608.37	3,394.40 7,382.82 46.82 88,593.84

SCHEDULE I – PAY SCHEDULE

Pursuant to the Public Service Employee Relations Act
ALBERTA GAMING, LIQUOR AND CANNABIS COMMISSION
August 1, 2017 - July 31, 2019

Bi-weekly
Monthly
Hourly
Annual

		1	2	3	4	5	6	7
052	Investigator/Inspector 3	2,711.60 5,897.73 37.40 70,772.76	2,834.50 6,165.04 39.10 73,980.45	2,963.50 6,445.61 40.88 77,347.35	3,098.30 6,738.80 42.74 80,865.63	3,241.70 7,050.70 44.71 84,608.37	3,394.40 7,382.82 46.82 88,593.84	3,549.20 7,719.51 48.95 92,634.12
053	Inspector 4	2,834.50 6,165.04 39.10 73,980.45	2,963.50 6,445.61 40.88 77,347.35	3,098.30 6,738.80 42.74 80,865.63	3,241.70 7,050.70 44.71 84,608.37	3,394.40 7,382.82 46.82 88,593.84	3,549.20 7,719.51 48.95 92,634.12	3,723.50 8,098.61 51.36 97,183.35
070	Student	1,324.90 2,881.66 18.27 34,579.89	1,359.20 2,956.26 18.75 35,475.12	1,400.70 3,046.52 19.32 36,558.27	1,443.50 3,139.61 19.91 37,675.35	1,488.70 3,237.92 20.53 38,855.07	1,536.60 3,342.11 21.19 40,105.26	1,587.20 3,452.16 21.89 41,425.92
071	Administrative Support 1	1,400.40 3,045.87 19.32 36,550.44	1,443.00 3,138.53 19.90 37,662.30	1,488.30 3,237.05 20.53 38,844.63	1,537.30 3,343.63 21.20 40,123.53	1,586.80 3,451.29 21.89 41,415.48	1,637.50 3,561.56 22.59 42,738.75	1,691.80 3,679.67 23.34 44,155.98
072	Administrative Support 2	1,537.30 3,343.63 21.20 40,123.53	1,586.80 3,451.29 21.89 41,415.48	1,637.50 3,561.56 22.59 42,738.75	1,691.80 3,679.67 23.34 44,155.98	1,746.50 3,798.64 24.09 45,583.65	1,807.90 3,932.18 24.94 47,186.19	1,869.60 4,066.38 25.79 48,796.56
073	Administrative Support 3	1,691.80 3,679.67 23.34 44,155.98	1,746.50 3,798.64 24.09 45,583.65	1,807.90 3,932.18 24.94 47,186.19	1,869.60 4,066.38 25.79 48,796.56	1,932.50 4,203.19 26.66 50,438.25	1,997.40 4,344.35 27.55 52,132.14	2,065.40 4,492.25 28.49 53,906.94

SCHEDULE I – PAY SCHEDULE

Pursuant to the Public Service Employee Relations Act
ALBERTA GAMING, LIQUOR AND CANNABIS COMMISSION
August 1, 2017 - July 31, 2019

Bi-weekly
Monthly
Hourly
Annual

	1	2	3	4	5	6	7
074 Administrative Support 4	1,843.70 4,010.05 25.43 48,120.57	1,902.20 4,137.29 26.24 49,647.42	1,969.90 4,284.53 27.17 51,414.39	2,034.90 4,425.91 28.07 53,110.89	2,105.70 4,579.90 29.04 54,958.77	2,179.30 4,739.98 30.06 56,879.73	2,256.60 4,908.11 31.13 58,897.26
075 Administrative Support 5	1,997.40 4,344.35 27.55 52,132.14	2,065.40 4,492.25 28.49 53,906.94	2,136.90 4,647.76 29.47 55,773.09	2,213.90 4,815.23 30.54 57,782.79	2,292.20 4,985.54 31.62 59,826.42	2,371.90 5,158.88 32.72 61,906.59	2,456.10 5,342.02 33.88 64,104.21
081 Operational Services 1	1,425.70 3,100.90 19.66 37,210.77	1,472.10 3,201.82 20.30 38,421.81	1,517.70 3,301.00 20.93 39,611.97	1,565.20 3,404.31 21.59 40,851.72	1,616.30 3,515.45 22.29 42,185.43	1,671.60 3,635.73 23.06 43,628.76	1,724.80 3,751.44 23.79 45,017.28
082 Operational Services 2	1,565.20 3,404.31 21.59 40,851.72	1,616.30 3,515.45 22.29 42,185.43	1,671.60 3,635.73 23.06 43,628.76	1,724.80 3,751.44 23.79 45,017.28	1,783.00 3,878.03 24.59 46,536.30	1,843.30 4,009.18 25.42 48,110.13	1,902.60 4,138.16 26.24 49,657.86
083 Operational Services 3	1,671.60 3,635.73 23.06 43,628.76	1,724.80 3,751.44 23.79 45,017.28	1,783.00 3,878.03 24.59 46,536.30	1,843.30 4,009.18 25.42 48,110.13	1,902.60 4,138.16 26.24 49,657.86	1,970.20 4,285.19 27.18 51,422.22	2,035.00 4,426.13 28.07 53,113.50
084 Operational Services 4	1,783.00 3,878.03 24.59 46,536.30	1,843.30 4,009.18 25.42 48,110.13	1,902.60 4,138.16 26.24 49,657.86	1,970.20 4,285.19 27.18 51,422.22	2,035.00 4,426.13 28.07 53,113.50	2,106.10 4,580.77 29.05 54,969.21	2,179.20 4,739.76 30.06 56,877.12

SCHEDULE I – PAY SCHEDULE

Pursuant to the Public Service Employee Relations Act
ALBERTA GAMING, LIQUOR AND CANNABIS COMMISSION
August 1, 2017 - July 31, 2019

Bi-weekly
Monthly
Hourly
Annual

		1	2	3	4	5	6	7
085	Operational Services 5	1,970.20 4,285.19 27.18 51,422.22	2,035.00 4,426.13 28.07 53,113.50	2,106.10 4,580.77 29.05 54,969.21	2,179.20 4,739.76 30.06 56,877.12	2,256.70 4,908.32 31.13 58,899.87	2,335.00 5,078.63 32.21 60,943.50	2,416.20 5,255.24 33.33 63,062.82
		Start	Three Month	Six Month	First Year	Second Year	Third Year	Fourth Year
152	Laboratory Technician 3	2,044.00 4,445.70 28.19 53,348.40			2,131.90 4,636.88 29.41 55,642.59	2,218.40 4,825.02 30.60 57,900.24	2,320.00 5,046.00 32.00 60,552.00	2,422.00 5,267.85 33.41 63,214.20
216	Programmer	1,812.30 3,941.75 25.00 47,301.03		1,899.50 4,131.41 26.20 49,576.95	1,990.70 4,329.77 27.46 51,957.27	2,087.00 4,539.23 28.79 54,470.70	2,189.30 4,761.73 30.20 57,140.73	2,284.10 4,967.92 31.50 59,615.01
220	Production Analyst	1,812.30 3,941.75 25.00 47,301.03		1,899.50 4,131.41 26.20 49,576.95	1,990.70 4,329.77 27.46 51,957.27	2,087.00 4,539.23 28.79 54,470.70	2,189.30 4,761.73 30.20 57,140.73	2,284.10 4,967.92 31.50 59,615.01
		1	2	3	4	5	6	7
206	Computer Operator	2,131.70 4,636.45 29.40 55,637.37	2,218.60 4,825.46 30.60 57,905.46	2,320.20 5,046.44 32.00 60,557.22	2,421.90 5,267.63 33.41 63,211.59	2,540.10 5,524.72 35.04 66,296.61	2,662.60 5,791.16 36.73 69,493.86	2,780.30 6,047.15 38.35 72,565.83

SCHEDULE I – PAY SCHEDULE
Pursuant to the Public Service Employee Relations Act
ALBERTA GAMING, LIQUOR AND CANNABIS COMMISSION
August 1, 2017 - July 31, 2019

		Bi-weekly	Monthly	Hourly	Annual	Start	Three Month	Six Month	First Year	Second Year	Third Year	Fourth Year
						1	2	3	4	5	6	7
207	Senior Computer Operator	2,320.20	2,421.90	2,540.10	2,662.60	2,780.30	2,906.30	3,047.50				
		5,046.44	5,267.63	5,524.72	5,791.16	6,047.15	6,321.20	6,628.31				
		32.00	33.41	35.04	36.73	38.35	40.09	42.03				
		60,557.22	63,211.59	66,296.61	69,493.86	72,565.83	75,854.43	79,539.75				
231	Finance 1	2,086.10	2,166.90	2,259.40	2,367.20	2,475.60	2,588.00	2,711.70				
		4,537.27	4,713.01	4,914.20	5,148.66	5,384.43	5,628.90	5,897.95				
		28.77	29.89	31.16	32.65	34.15	35.70	37.40				
		54,447.21	56,556.09	58,970.34	61,783.92	64,613.16	67,546.80	70,775.37				
232	Finance 2	2,259.40	2,367.20	2,475.60	2,588.00	2,711.70	2,834.90	2,963.70				
		4,914.20	5,148.66	5,384.43	5,628.90	5,897.95	6,165.91	6,446.05				
		31.16	32.65	34.15	35.70	37.40	39.10	40.88				
		58,970.34	61,783.92	64,613.16	67,546.80	70,775.37	73,990.89	77,352.57				
233	Finance 3	2,588.00	2,711.70	2,834.90	2,963.70	3,098.30	3,241.30	3,394.60				
		5,628.90	5,897.95	6,165.91	6,446.05	6,738.80	7,049.83	7,383.26				
		35.70	37.40	39.10	40.88	42.74	44.71	46.82				
		67,546.80	70,775.37	73,990.89	77,352.57	80,865.63	84,597.93	88,599.06				
234	Finance 4	2,834.90	2,963.70	3,098.30	3,241.30	3,394.60	3,549.10	3,723.40				
		6,165.91	6,446.05	6,738.80	7,049.83	7,383.26	7,719.29	8,098.40				
		39.10	40.88	42.74	44.71	46.82	48.95	51.36				
		73,990.89	77,352.57	80,865.63	84,597.93	88,599.06	92,631.51	97,180.74				
240	Administrative Officer 1	2,042.10	2,131.60	2,215.60	2,312.50	2,419.60	2,530.70	2,656.80				
		4,441.57	4,636.23	4,818.93	5,029.69	5,262.63	5,504.27	5,778.54				
		28.17	29.40	30.56	31.90	33.37	34.91	36.65				
		53,298.81	55,634.76	57,827.16	60,356.25	63,151.56	66,051.27	69,342.48				

SCHEDULE I – PAY SCHEDULE

Pursuant to the Public Service Employee Relations Act
ALBERTA GAMING, LIQUOR AND CANNABIS COMMISSION

August 1, 2017 - July 31, 2019

Bi-weekly
Monthly
Hourly
Annual

	1	2	3	4	5	6	7
241 Administrative Officer 2	2,312.50 5,029.69 31.90 60,356.25	2,419.60 5,262.63 33.37 63,151.56	2,530.70 5,504.27 34.91 66,051.27	2,656.80 5,778.54 36.65 69,342.48	2,775.70 6,037.15 38.29 72,445.77	2,901.50 6,310.76 40.02 75,729.15	3,035.70 6,602.65 41.87 79,231.77
245 Research Officer 1	2,259.50 4,914.41 31.17 58,972.95	2,367.30 5,148.88 32.65 61,786.53	2,475.30 5,383.78 34.14 64,605.33	2,588.10 5,629.12 35.70 67,549.41	2,711.60 5,897.73 37.40 70,772.76	2,834.50 6,165.04 39.10 73,980.45	2,963.50 6,445.61 40.88 77,347.35
246 Research Officer 2	2,588.10 5,629.12 35.70 67,549.41	2,711.60 5,897.73 37.40 70,772.76	2,834.50 6,165.04 39.10 73,980.45	2,963.50 6,445.61 40.88 77,347.35	3,098.30 6,738.80 42.74 80,865.63	3,241.70 7,050.70 44.71 84,608.37	3,394.40 7,382.82 46.82 88,593.84
246 Research Officer 3	2,834.50 6,165.04 39.10 73,980.45	2,963.50 6,445.61 40.88 77,347.35	3,098.30 6,738.80 42.74 80,865.63	3,241.70 7,050.70 44.71 84,608.37	3,394.40 7,382.82 46.82 88,593.84	3,547.20 7,715.16 48.93 92,581.90	3,713.90 8,077.73 51.23 96,932.79
	Start	Three Month	Six Month	First Year	Second Year	Third Year	Fourth Year
256 Maintenance Service Worker 2	1,886.30 4,102.70 25.15 49,232.43			1,977.80 4,301.72 26.37 51,620.58	2,073.10 4,508.99 27.64 54,107.91	2,163.30 4,705.18 28.84 56,462.13	
257 Maintenance Service Worker 3	2,001.00 4,352.18 26.68 52,226.10			2,097.80 4,562.72 27.97 54,752.58	2,199.70 4,784.35 29.33 57,412.17	2,296.40 4,994.67 30.62 59,936.04	

SCHEDULE I – PAY SCHEDULE

Pursuant to the Public Service Employee Relations Act
ALBERTA GAMING, LIQUOR AND CANNABIS COMMISSION
August 1, 2017 - July 31, 2019

		Bi-weekly	Monthly	Hourly	Annual	Start	Three Month	Six Month	First Year	Second Year	Third Year	Fourth Year
260	Maintenance Worker 1					2798.80						
						6087.39						
						37.32						
						73048.68						
261	Maintenance Worker 2					3,045.70						
						6,624.40						
						40.61						
						79,492.77						
						1	2	3	4	5	6	7
300	Field Technician 1					1,827.40	1,903.80	1,979.10	2,059.70	2,142.50	2,234.70	2,325.10
						3,974.60	4,140.77	4,304.54	4,479.85	4,659.94	4,860.47	5,057.09
						25.21	26.26	27.30	28.41	29.55	30.82	32.07
						47,695.14	49,689.18	51,654.51	53,758.17	55,919.25	58,325.67	60,685.11
301	Field Technician 2					2,059.70	2,142.50	2,234.70	2,325.10	2,431.70	2,538.80	2,661.80
						4,479.85	4,659.94	4,860.47	5,057.09	5,288.95	5,521.89	5,789.42
						28.41	29.55	30.82	32.07	33.54	35.02	36.71
						53,758.17	55,919.25	58,325.67	60,685.11	63,467.37	66,262.68	69,472.98

SCHEDULE II

Classes for which the probationary period is six months:

070	Student
071	Administrative Support 1
072	Administrative Support 2
073	Administrative Support 3
074	Administrative Support 4
081	Operational Services 1
082	Operational Services 2
152	Laboratory Technician 3

Classes for which the probationary period is twelve months:

041	Information Officer 1
042	Information Officer 2
043	Information Officer 3
044	Information Officer 4
050	Inspector 1
051	Inspector 2
052	Investigator/Inspector 3
053	Inspector 4
075	Administrative Support 5
083	Operational Services 3
084	Operational Services 4
085	Operational Services 5
206	Computer Operator
207	Senior Computer Operator
216	Programmer
220	Production Analyst
231	Finance 1
232	Finance 2
233	Finance 3
234	Finance 4
240	Administrative Officer 1
241	Administrative Officer 2
245	Research Officer 1
246	Research Officer 2
247	Research Officer 3
256	Maintenance Service Worker 2
257	Maintenance Service Worker 3
260	Maintenance Worker 1
261	Maintenance Worker 2
300	Field Technician 1
301	Field Technician 2

LETTER OF UNDERSTANDING

BENEFITS

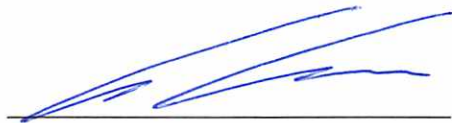
The Employer shall give the Union ninety (90) calendar days' notice, prior to the effective date, to changes to the insurer carrier and shall consult with the Union prior to implementing changes to the benefit plan coverage.

Dated this 4th day of February, 2020

FOR:

Alberta Gaming, Liquor and Cannabis Commission

ORIGINAL SIGNED BY ALAIN MAISONNEUVE



President and CEO

ORIGINAL SIGNED BY ASH TULI



Witness


The Alberta Union of Provincial Employees

ORIGINAL SIGNED BY GUY SMITH



President

ORIGINAL SIGNED BY DALE PERRY



Witness

LETTER OF UNDERSTANDING
DENTAL PLAN

The Parties agree to the following terms in respect of a Dental Plan for eligible bargaining unit Employees of Alberta Gaming, Liquor and Cannabis Commission and their eligible dependants.

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 will participate in the Plan from the first day of the calendar month following commencement in a permanent position; and
 - (b) coverage is a condition of employment for all Employees; 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) by any other formal union recognized by law or as your partner of the opposite sex or same sex living with you in a conjugal relationship for at least one (1) year,
 - (c) an unmarried child of the Employee and/or the Employee's spouse, including any step-child, who is:
 - (1) under 21 years of age; or
 - (2) 18 or over but less than age 25 and is a registered student in full-time attendance in the public school system or at a University or similar institute of learning; or
 - (3) of any age and incapable of self-sustaining employment by reason of mental or physical handicap, and in all cases is chiefly dependent on the Employee for financial support and maintenance.
4. The Plan will reimburse a Permanent Employee for dental services provided to the Employee while covered and each eligible dependent, as follows:
 - (a) 80% of the cost of Basic Dental Services and 50% of the cost of Major Dental Services up to a maximum of \$2,000.00 for each covered person in a benefit year, and

- (b) 50% of the cost of the Orthodontic Dental Service up to a lifetime maximum of \$2,000.00 for each covered person.
- 5. Benefit year means the period of the 12 months beginning on January 1 in one year and ending on December 31 in the same year.
- 6. The dental services reimbursed under Section 4 shall not exceed the amounts specified in the Sun Life 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) polishing (the cleaning and scaling of teeth);
 - (4) bite-wing x-rays;
 - (5) topical application of fluoride solutions.
 - (b) Full mouth series of x-rays, provided that a period of at least 24 consecutive months has elapsed since this service was last rendered.
 - (c) Tooth extractions and related procedures.
 - (d) Tooth fillings - amalgam, silicate, acrylic and composite.
 - (e) Dental surgery, including diagnostic, laboratory and general anaesthesia required in relation to the dental surgery.
 - (f) Necessary treatment for relief of dental pain.
 - (g) The cost of medication and its administration when provided by injection in the dentist's office.
 - (h) Space maintainers for missing primary teeth and habit breaking appliances.
 - (i) Consultations required by the attending dentist.
 - (j) Endodontic treatment (root canal therapy).
 - (k) Periodontic treatment (treatment and prevention of diseases (scaling) 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 ninety (90) days after the end of the benefit year following the date the dental services are provided to the Employee and their eligible dependants 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.

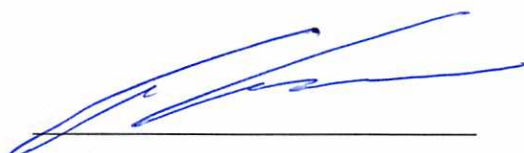
Dated this 4th day of February, 2020

FOR:

Alberta Gaming, Liquor and Cannabis Commission

ORIGINAL SIGNED BY ALAIN MAISONNEUVE

ORIGINAL SIGNED BY ASH TULI



President and CEO



Witness

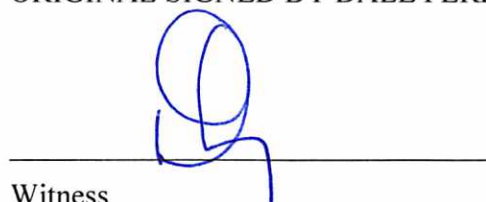
The Alberta Union of Provincial Employees

ORIGINAL SIGNED BY GUY SMITH

ORIGINAL SIGNED BY DALE PERRY



President



Witness

LETTER OF UNDERSTANDING
HEALTH SPENDING ACCOUNT

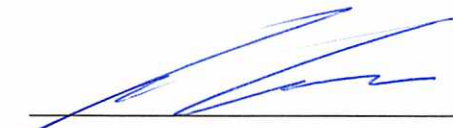
1. The Employer shall allocate a sum of \$750 to eligible employees' Health Spending Account (HSA).
2. Eligibility for and use of the HSA shall be governed in accordance with the Employer's policies and procedures.
3. The HSA may be utilized by Employees for the purpose of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the CRA guidelines.
4. If the Employer elects to contract with a service provider for the administration of the HSA, the administration of the HSA shall be subject to and governed by the terms and conditions of the applicable contract for services.
5. The HSA shall be implemented and administered in accordance with the *CRA Guidelines* and all applicable regulations and guidelines.

Dated this 4th day of February, 2020

FOR:


Alberta Gaming, Liquor and Cannabis Commission

ORIGINAL SIGNED BY ALAIN MAISONNEUVE



President and CEO


ORIGINAL SIGNED BY ASH TULI



Witness

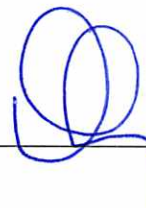
The Alberta Union of Provincial Employees

ORIGINAL SIGNED BY GUY SMITH



President

ORIGINAL SIGNED BY DALE PERRY



Witness

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

LETTER OF UNDERSTANDING
VOLUNTARY SEPARATION ALLOWANCE

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(s) 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 with any successor employer.
2. The Separation Allowance will be available for permanent Employees with at least 1885 regular hours of continuous 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 Alberta Gaming, Liquor and Cannabis 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 July 31, 2020.
9. This Letter of Understanding may be cancelled at any time with the mutual agreement of both Parties.

SCHEDULE - SEPARATION ALLOWANCE

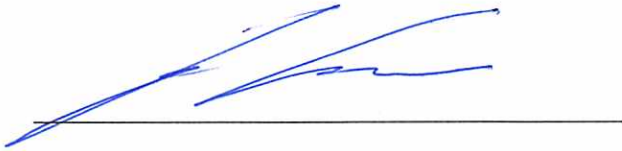
Full Years of Continuous Employment equal to 1885 regular hours	Separation Allowance – Weeks of Pay at Regular Rate of Pay
1	14
2	15
3	16
4	17
5	19
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13 +	43


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

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 13th day of January, 2020.


ON BEHALF OF ALBERTA GAMING,
LIQUOR AND CANNABIS COMMISSION




WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES




WITNESS