

**PROPOSED MEMORANDUM OF SETTLEMENT  
BETWEEN**

**ALBERTA GAMING LIQUOR AND CANNABIS COMMISSION**

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**AUPE Local 050**

**July 15, 2022**

The attached documents constitute a full settlement of all issues and proposals remaining outstanding in the current round of negotiations. This Memorandum of Settlement combined with the previously signed off Articles, and Letters of Understanding will form a Tentative Agreement between the parties, which will be subject to the normal ratification process of each party. Unless otherwise specified, all changes are effective on the date of ratification.

The Parties agree to recommend ratification to their respective principals.

Signed at Edmonton, Alberta, this 15<sup>th</sup> day of July, 2022.

**FOR AGLC**

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR AUPE**

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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's 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 ~~M~~anager 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 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 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 Mmanager.

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 (2) 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 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 **percent (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) from 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 RECALL

- 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 **full time** status, or
  - (b) seven (7) work days for Employees having **permanent** 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 recall** 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 **home** address, **home phone (or cellphone) number and personal email address** for recall purposes. No new Employees shall be hired until those laid off have been given an opportunity for re-employment.
- 22.08 Recall notice shall be delivered by email to the Employee's last contact information on record with the Employer.**
- 22.09 Job vacancies will continue be filled as per Article 24, Job Opportunities.**

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 **23.03** 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 **23.03** 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 **AGLC 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 **AGLC 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 **AGLC** ~~the Commission~~;
- (d) Employee(s) released from **AGLC** ~~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 **AGLC** ~~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 **AGLC** ~~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 **(1)** 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~~ **23.03**, 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 ~~AGLC the Commission~~ pursuant to this Article and who is no longer employed **by AGLC 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 **by AGLC 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 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 (1<sup>st</sup>) year of employment, but following the first three (3) months of employment; **one hundred percent (100%)** of normal salary for each of the first ten (10) work days of illness and **seventy percent (70%)** of normal salary for each of the next seventy-five (75) work days of illness.
  - (b) Illness commencing in the second (2<sup>nd</sup>) year of employment; **one hundred percent (100%)** of normal salary for each of the first twenty (20) work days of illness and **seventy percent (70%)** of normal salary for each of the next sixty-five (65) work days of illness.
  - (c) Illness commencing in the third (3<sup>rd</sup>) year of employment; **one hundred percent (100%)** of normal salary for each of the first thirty-five (35) work days of illness and **seventy percent (70%)** of normal salary for each of the next fifty (50) work days of illness.

- (d) Illness commencing in the fourth (4<sup>th</sup>) year of employment; **one hundred percent (100%)** of normal salary for each of the first fifty (50) work days of illness and **seventy percent (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 **one hundred percent (100%)** of salary within an Employee's year of service will be reinstated at **seventy percent (70%)** of salary in that same year of service, and days used at **seventy percent (70%)** of salary will be reinstated at **seventy percent (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 **seventy percent (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 **the** 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 ~~LTD~~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 (1<sup>st</sup>) 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, and 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.
- 27.09 This Article is subject to Articles 28, **Proof of Illness** and 29, **Conditions of Illness Leave Entitlement**.

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.
- 28.03 Where the Employer is seeking additional information to substantiate general illness claims they shall do so while balancing an Employee's right to privacy.
- 28.04 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.
- 28.05 An Employee who is on Illness Leave for the duration of the waiting period and is claiming benefits under the Employer's ~~LTD~~ ~~L.T.D.I.~~ Plan shall submit the required claim forms to the Insurance Carrier and provide such proof of illness as required by the Insurance Carrier.
- 28.06 When an Employee has been on Illness Leave and wishes to return to work, the Employee may be required to provide medical evidence stating that the Employee is fit to perform all regular duties.
- 28.07 Where an Employee has been examined pursuant to Clause 28.05 and the Employee is also applying for ~~LTD~~ ~~L.T.D.I.~~ benefits, a copy of the independent medical examination shall be considered as part of the Employee's application.
- 28.08 The parties agree that the Illness Leave benefits as provided in Article 27,

**Illness Leave Benefits** are intended only for the purpose of protecting the Employee from loss of income when the Employee is ill.

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 (15<sup>th</sup>) day of any month shall earn one (1) work day of vacation for that month. An Employee commencing on or after the sixteenth (16<sup>th</sup>) 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 36  
GROUP LIFE INSURANCE

- 36.01        The Employer will pay fifty **percent** (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).

The coverage of any insurance changes will be effective at the first of the month following the first insurance collection pay period following a salary change which **affects** 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 **AGLC Alberta Gaming, Liquor and Cannabis Commission**.

ARTICLE 40

SUBSISTENCE, TRAVEL AND MOVING EXPENSES

- 40.01 Employees who incur travel and subsistence expenses in the performance of authorized ~~Commission~~ **AGLC** 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 tr 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 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 Ppart-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 Ppart-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 Ppart-time Employees prior to the utilization of casual Employees.

45.04 Article 17 - Overtime

This Article shall apply provided the Ppart-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<sup>2</sup> notice.

45.05 Article 18 - Paid Holidays

In lieu of paid holidays, Ppart-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 Ppart-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 (1 ½) 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 Ppart-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 Recall-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 Ppart-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 Ppart-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 ~~P~~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 ~~AGLC 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 ~~AGLC the Commission~~ by operating competitions limited exclusively to such ~~P~~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 ~~AGLC the Commission~~;

- (iv) Employee(s) released from ~~AGLC 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 ~~P~~part-time Employee is released from ~~AGLC 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 ~~AGLC 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 ~~P~~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 ~~P~~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 ~~AGLC the Commission~~ pursuant to this Article and who is no longer employed ~~by AGLC 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 ~~by AGLC 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 Eemployees 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 Eemployees 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 Eemployee 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 Eemployees 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 Ssupervisor and/or the Employee's Mmanager at their place of work.
- (d) An Eemployee 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:

- (a) The Employer will pay 50% of the premiums for extended medical.
- (b) The Employer will provide a dental plan. The dental plan will be totally funded by the Employer.
- (c) The Employer will pay 50% of the Group Life Insurance and Group Accidental Death & Dismemberment Premiums required providing **fifty thousand dollars** (\$50,000) of insurance coverage.
- (d) 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 **LTD L.T.D.I.** Plan and is

receiving benefits and subsequently is denied further ~~LTD L.T.D.I.~~ benefits or has exhausted ~~LTD 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 ~~LTD 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 ~~P~~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 50  
DURATION OF AGREEMENT

50.01 This Agreement except as otherwise noted shall take effect on ~~August 1, 2017~~ **August 1, 2020** and shall remain in effect until ~~July 31, 2020~~ **July 31, 2024** 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 ~~AGLC 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 ~~AGLC the Commission~~ to:

President and CEO  
~~AGLC 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



## 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<sup>2</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020**22**

FOR:

~~AGLC Alberta Gaming, Liquor and Cannabis Commission~~

ORIGINAL SIGNED BY ALAIN MAISONNEUVE ORIGINAL SIGNED BY ASH  
TULI

**KANDICE MACHADO**

\_\_\_\_\_  
President and CEO

\_\_\_\_\_  
Witness

The Alberta Union of Provincial Employees

ORIGINAL SIGNED BY GUY SMITH  
~~PERRY~~

ORIGINAL SIGNED BY DALE

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

LETTER OF UNDERSTANDING  
DENTAL PLAN

The Parties agree to the following terms in respect of a Dental Plan for eligible bargaining unit Employees of ~~AGLC 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 **sixty five (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 **twenty one (21)** years of age; or
    - (2) **eighteen (18)** or over but less than age **twenty five (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 **two thousand dollars (\$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 **two thousand dollars (\$2,000.00)** for each covered person.
5. Benefit year means the period of the **twelve (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 \_\_\_\_\_ day of \_\_\_\_\_, 2020**22**

FOR:

~~AGLC Alberta Gaming, Liquor and Cannabis Commission~~

~~ORIGINAL SIGNED BY ALAIN MAISONNEUVE ORIGINAL SIGNED BY ASH TULI~~

~~KANDICE MACHADO~~

\_\_\_\_\_  
President and CEO

\_\_\_\_\_  
Witness

The Alberta Union of Provincial Employees

~~ORIGINAL SIGNED BY GUY SMITH PERRY~~

~~ORIGINAL SIGNED BY DALE~~

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

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

LETTER OF UNDERSTANDING  
VOLUNTARY SEPARATION ALLOWANCE

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 **one thousand eight hundred and eighty five (1,885)** 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 ~~AGLC 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 1,885 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020**22**.

ON BEHALF OF ~~AGLC ALBERTA GAMING,~~  
~~LIQUOR AND CANNABIS COMMISSION~~

---

---

WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

---

---

WITNESS

**NEW - LETTER OF UNDERSTANDING**

**Re: Workload**

The parties agree to the following:

1. If an individual has an issue with managing workload, they may discuss their concerns with their manager.
2. If, following the initial discussion, the workload concern remains unresolved, the Employee may request a meeting with their Director, or designate. A request for such a meeting shall not be unreasonably denied and shall occur within fourteen (14) workdays of the request to meet.
3. If requested by the Employee, a Union Representative may attend the meeting.
4. If following the meeting with the Director, or designate, the workload concern remains unresolved, the Employee may request a meeting with the Vice-President of Human Resources. The Vice-President of Human Resources, or designate, shall within sixty (60) workdays of receiving the request, meet with the employee and seek to resolve the issues.
5. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**FOR:  
AGLC**

**ORIGINAL SIGNED BY  
KANDICE MACHADO**

**ORIGINAL SIGNED BY ASH TULI**

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Witness

**The Alberta Union of Provincial Employees**

**ORIGINAL SIGNED BY GUY SMITH  
PERRY**

**ORIGINAL SIGNED BY DALE**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Witness**

**Agreed to this<sup>h</sup> day of \_\_\_\_\_, 2022**

\_\_\_\_\_  
**Alberta Union of Provincial Employees  
AUPE Local 50  
Jason Rattray**

\_\_\_\_\_  
**The AGLC  
Ash Tuli**