

COLLECTIVE AGREEMENT

BETWEEN

TRAVEL ALBERTA

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

**ON BEHALF OF
LOCAL 118 CHAPTER 015**

EXPIRES MARCH 31, 2017

NUMERICAL INDEX

<u>Article No.</u>		<u>Page</u>
	Preamble	1
1	Definitions	2
2	Terms of Employment	4
3	Application	4
4	Management Recognition	4
5	Union Recognition	5
6	Legislation and the Collective Agreement	5
7	Union Membership and Dues Check-Off	5
8	Travel Alberta - Union Relations	6
9	Travel Alberta - Employee Relations	7
10	Health, Safety and Wellness	7
11	Time Off for Union Business	8
12	Workforce Reduction	9
13	Attendance	11
14	Acting Incumbent	12
15	Hours of Work	13
16	Overtime	15
17	Workers' Compensation Supplement	17
18	Travel and Relocation Expenses	18
19	Probationary Team Member and Period	18
20	Disciplinary Action	19
21	Grievance Procedure	20
22	Casual Illness	26
23	General Illness	27
24	Proof of Illness	29
25	Long Term Disability (LTD)	30
26	Health, Dental and Insurance Benefit Plan	31
27	Paid Holidays	32
28	Annual Vacation Leave	33
29	Special Leave	35
30	Military Leave	37
31	Adoption/Parental Leave	37
32	Maternity Leave	38
33	Court Leave	40
34	Employment Insurance Premium Reduction	41
35	Parking	41
36	Pay	41
37	Leave Without Pay	42
38	Providing Collective Agreements	42
39	Travel Alberta - Union Relations Committee	42
40	Pension Plan	43

NUMERICAL INDEX

<u>Article No.</u>		<u>Page</u>
41	Vacancies and Promotions	43
42	Harassment and Discrimination	44
43	Term and Effective Date	44
44	Christmas Closure	45
	Classification and Salary Schedule	46
	Letter of Understanding #1 - Classification Review	49
	Letter of Understanding #2 - Flexible Spending Account	50

ALPHABETICAL INDEX

<u>Article No.</u>		<u>Page</u>
14	Acting Incumbent	12
31	Adoption/Parental Leave	37
28	Annual Vacation Leave	33
3	Application	4
13	Attendance	11
22	Casual Illness	26
44	Christmas Closure	45
	Classification and Salary Schedule	46
33	Court Leave	40
1	Definitions	2
20	Disciplinary Action	19
34	Employment Insurance Premium Reduction	41
23	General Illness	27
21	Grievance Procedure	20
42	Harassment and Discrimination	44
26	Health, Dental and Insurance Benefit Plan	31
10	Health, Safety and Wellness	7
15	Hours of Work	13
37	Leave Without Pay	42
6	Legislation and the Collective Agreement	5
	Letter of Understanding #1 - Classification Review	49
	Letter of Understanding #2 - Flexible Spending Account	50
25	Long Term Disability (LTD)	30
4	Management Recognition	4
32	Maternity Leave	38
30	Military Leave	37
16	Overtime	15
27	Paid Holidays	32
35	Parking	41
36	Pay	41
40	Pension Plan	43
	Preamble	1
19	Probationary Team Member and Period	18
24	Proof of Illness	29
38	Providing Collective Agreements	42
29	Special Leave	35
43	Term and Effective Date	44
2	Terms of Employment	4
11	Time Off for Union Business	8
9	Travel Alberta - Employee Relations	7
8	Travel Alberta - Union Relations	6

ALPHABETICAL INDEX

<u>Article No.</u>		<u>Page</u>
39	Travel Alberta - Union Relations Committee	42
18	Travel and Relocation Expenses	18
7	Union Membership and Dues Check-Off	5
5	Union Recognition	5
41	Vacancies and Promotions	43
17	Workers' Compensation Supplement	17
12	Workforce Reduction	9

This Agreement made on the 26th day of September, 2014.

BETWEEN:

TRAVEL ALBERTA
(hereafter referred to as the Employer)

OF THE FIRST PART

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereafter referred to as the Union)

OF THE SECOND PART

- and -

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Team Members of Travel Alberta pursuant to the Public Service Employee Relations Act; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the Team Members and Travel Alberta, and to set forth in this Collective Agreement rates of pay, hours of work and conditions of employment.

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1

DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) A word used in the masculine gender applies also in the feminine;
- (b) A word used in the singular may also apply in the plural;
- (c) "Union" means the Alberta Union of Provincial Employees;
- (d) "CEO" means the Chief Executive Officer of Travel Alberta;
- (e) "Designated Officer" means a person who is authorized on behalf of Travel Alberta to deal with grievances and is excluded pursuant to Section 12(1)(d) of The Public Service Employee Relations Act;
- (f) "Team Member" means an Employee of Travel Alberta covered by this Collective Agreement who is employed in one of the following categories:
 - (i) the permanent service which consists of persons employed either in full or part-time permanent positions; or
 - (ii) the temporary service which consists of persons employed in term positions.
- (g) "Probationary Team Member" means an Employee of Travel Alberta covered by this Collective Agreement, who during his initial period of employment is serving a probationary period;
- (h) "Permanent Position" means a position established as such, in which the incumbent is required to work not less than:
 - (i) three (3) hours on each work day in the year; or
 - (ii) seven (7) hours per day on two (2) or more work days per week; or
 - (iii) ten (10) full work days in each month.
- (i) "Temporary Position" means a term position established as such in which the incumbent is required for continuous employment for a limited period, and includes:
 - (i) "Project Position" in which the incumbent is employed for the duration of a project; or

- (ii) "Replacement Position" in which the incumbent is employed to provide temporary relief or over-load duties;
- (j) "Semi-Monthly Salary" means annual salary divided by twenty-four (24);
- (l) "Hourly Rate" means the annual salary divided by the Team Member's normal annual hours of work;
- (m) "Annual Salary" means the annual amount of Team Member's regular salary or hourly rate of pay ; but excluding any other compensation except that Acting Incumbency Pay shall be included for overtime calculations only;
- (n) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement;
- (o) "Maximum Salary" means the highest rate of pay in an assigned classification;
- (p) "Minimum Salary" means the lowest rate of pay in an assigned classification;
- (q) "Month" means a calendar month;
- (r) "Work Day" means any day on which a Team Member is normally expected to be at his place of employment;
- (s) "Dismiss" means to discharge a Team Member for just cause;
- (t) "Increment" means an annual increase in a Team Member's pay within the minimum and maximum of the salary range for each classification;
- (u) "Employer" means Travel Alberta, as represented by the CEO or any person acting on his behalf, as the context of this Agreement may require;
- (v) "Statutory Declaration" means a document containing verified statements sworn by a Team Member to be the truth before a Commissioner for Oaths and made subject to criminal prosecution for false statements;
- (w) "Fiscal Year" means a period from April 1st of any given year to March 31st of the following year.

ARTICLE 2

TERMS OF EMPLOYMENT

- 2.01 Travel Alberta during the life of this Agreement may with the agreement of the Union:
- (a) alter rates of Team Member compensation, or,
 - (b) alter any Team Member entitlement or Employee rights which are contained within this Agreement and upon such agreement these changes shall become the rates, entitlements, or Team Member rights.

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply as specified in this Article to Team Members as defined in Article 1 who are in the bargaining unit and are employed in classifications in the Salary Schedule.
- 3.02 This Agreement applies to a Team Member:
- (a) appointed to a permanent position; however, where applicable, shall be applied on a pro-rata basis for a Team Member who works part-time; and
 - (b) appointed to a temporary position, however, where applicable, shall be applied on a pro-rata basis for a Team Member who works part-time; except that:
 - (i) Article 12, Workforce Reduction shall not apply, and
 - (ii) Article 25, Long Term Disability, shall not apply until after one (1) year of continuous employment in a temporary position.
- 3.03 Except as otherwise specified in this Collective Agreement, there shall be no pyramiding of leaves or benefits or other entitlements.

ARTICLE 4

MANAGEMENT RECOGNITION

- 4.01 The Union recognizes that all functions, rights, powers and authority which Travel Alberta has not specifically abridged, delegated or modified by this Agreement are retained by Travel Alberta.

ARTICLE 5

UNION RECOGNITION

- 5.01 Travel Alberta recognizes the Union as the exclusive bargaining agent for all Team Members covered by this Agreement.
- 5.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Team Member for reason of membership or legitimate activity in the Union.
- 5.03 Travel Alberta will provide specific bulletin board space for use of the Union at locations on Travel Alberta's premises which are accessible to Team Members. Sites of the bulletin boards are to be determined by Travel Alberta 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 Travel Alberta for approval prior to posting and a decision shall be provided within twenty-four (24) hours.
- 5.04 A Team Member 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 Travel Alberta's equipment or facilities.

ARTICLE 6

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 Travel Alberta regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

ARTICLE 7

UNION MEMBERSHIP AND DUES CHECK-OFF

- 7.01 All Team Members covered by this Agreement shall become members of the Union as a condition of employment. A Team Member 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 objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Team Member shall continue to pay Union dues.

- 7.02 All Team Members covered by this Agreement shall be required to pay Union dues as a condition of employment. Travel Alberta shall, therefore, deduct Union dues from the pay of all Team Members covered by this Agreement. The Union shall advise Travel Alberta, in writing, of any change in the amount of dues to be deducted from the Team Members covered by this Agreement. Such notice shall be communicated to Travel Alberta at least thirty (30) days prior to the effective date of the change.
- 7.03 (a) Travel Alberta shall remit Union dues deducted from the pay of all Team Members to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall become effective in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Team Member in a printed form and electronic format showing payroll number, starting date, classification, amount of Union dues deducted, name and last known address. Further, Travel Alberta shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance.
- (b) In addition to the particulars provided in Sub-clause 7.03(a) Travel Alberta agrees to provide the following information: date of birth, anniversary month, Team Member type (permanent, temporary), sub type (full or part time), classification, earnings, gender and status code for active Team Members who have no dues deducted.
- 7.04 The Union agrees to indemnify and save Travel Alberta harmless against any claim or liability arising out of the application of this Article.

ARTICLE 8

TRAVEL ALBERTA - UNION RELATIONS

- 8.01 Travel Alberta will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. When investigating a grievance for the purpose of meeting with the Grievor or his immediate supervisor, an appointment with the grieving Team Member or his immediate supervisor will be obtained through Travel Alberta's Senior Human Resources Department Head. The foregoing approval shall not be unreasonably denied.
- 8.02 On a quarterly basis, Travel Alberta will provide the Union with the name(s) of the Senior Human Resources Department Head with whom it may arrange Team Member appointments for the purpose of investigating grievances, and the Union shall provide a current list of AUPE Local 118/Chapter 015 Executive and Stewards to Travel Alberta.

ARTICLE 9

TRAVEL ALBERTA - EMPLOYEE RELATIONS

- 9.01 Travel Alberta acknowledges the right of the Union to appoint Team Members in the bargaining unit as Union Stewards.
- 9.02 The Union shall determine the number of Union Stewards, having regard to the plan of organization and the distribution of team members at the workplace. When difficulties arise, the Union and Travel Alberta shall consult in order to resolve the difference.
- 9.03 Travel Alberta recognizes the Union Steward as an official representative of the Union.
- 9.04 A new Team Member shall be advised of the name and location of the members of AUPE Local 118/Chapter 015 Executive and Stewards who will provide the Team Member with a copy of the Collective Agreement.

ARTICLE 10

HEALTH, SAFETY AND WELLNESS

- 10.01 Travel Alberta and the Union agree to participate in a Health, Safety and Wellness Program and no procedure, rule, regulation, standard or any other provisions contained in that document limits an individual's rights under the Occupational Health and Safety Act and the regulations thereto.
- 10.02 The success of the Travel Alberta Safety Program depends on the active participation of everyone. If any concerns arise with respect to the Health, Safety and Wellness Program or the operation of this Article, the matter shall be referred to the Joint Occupational Health and Safety Committee for resolution and not by way of the grievance procedure.
- 10.03 Each Team Member and each Supervisor shall take reasonable care for the protection of public and Team Member health and safety in the operation of equipment and the storage or handling of materials and substances, as required by the Occupational Health and Safety Act.
- 10.04 A Team Member shall immediately notify his Supervisor when he has an accident at a work site that results in injury or that had the potential of causing serious injury. A Team Member who becomes aware of a health and safety concern at his work site shall immediately notify his Supervisor.

- 10.05 Travel Alberta shall notify the President of the Union or his designate immediately after he is made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to a Team Member at a work site.
- 10.06 Travel Alberta shall provide the Union, through its representatives on the Joint Occupational Health and Safety Committee, with statistical information regarding occupational injuries and illnesses sustained by Team Members as reported to and accepted by the Workers' Compensation Board.

ARTICLE 11

TIME OFF FOR UNION BUSINESS

- 11.01 Subject to Clause 11.03, time off, without loss of regular earnings, will be provided for the following:
- (a) Authorized Union representatives, not to exceed three (3) in number, for time spent meeting with representatives of Travel Alberta at formal Travel Alberta - Union Relations Committee meetings where matters of mutual concern are discussed;
 - (b) For time spent meeting with Travel Alberta at formal Joint Occupational Health and Safety Committee meetings during normal working hours, and for meetings of the Joint Work Site Health and Safety Committee as provided by the Occupational Health and Safety Act.
- 11.02
- (a) Subject to Clause 11.03, time off, without pay, will be provided for Union Business for Team Members authorized by the Union to represent the Union at Negotiations, Conventions, Union Committees, Union Workshops, Steward Training, Union Seminars, Union Conferences, Union Schools, Chapter Meetings, Chapter Executive Meetings, Local Meetings, Local Executive Meetings, Meetings of the Union's Provincial Executive Committee, activities of the Union Executive Board, participation in the Public Service Pension Board, or any other activities necessary for the operation of the Union in compliance with the collective agreement.
 - (b) When elected as the Union President or Executive Secretary Treasurer of AUPE a Team Member shall be granted a leave of absence for the duration of her time in office. Clause 11.04 shall not apply to leave under Sub-clause 11.02 (b). At the end of her term and upon return to work, a Team Member shall be returned to her former position or be placed in a comparable position at not less than the same salary that had accrued to her prior to commencing leave at the same level of benefits that is applicable to Team Members in her classification.

11.03 In all of the foregoing provisions time off shall be granted except where operational difficulty will arise. The Union shall provide the Senior Human Resources Department Head with a copy of the request for time off. Team Members shall provide a minimum of five (5) work days notice when requesting time off under Clause 11.02; however, consideration shall still be given in cases where the five (5) days notice is not provided. Where such time off is granted for an indeterminate period the Team Member shall communicate with Travel Alberta on a daily basis in respect to the date of return.

11.04 To facilitate the administration of Clause 11.02 of this Article, Travel Alberta will grant the leave of absence with pay and invoice the Union for the Team Member's salary and applicable allowances, or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

ARTICLE 12

WORKFORCE REDUCTION

12.01 Travel Alberta will make a reasonable effort to effect a reduction in the workforce through attrition prior to serving a Team Member with notice of a workforce reduction.

12.02 Travel Alberta shall provide a permanent Team Member with at least eight (8) calendar weeks' prior written notice that the Team Member's position is the subject of a workforce reduction.

12.03 In the event of workforce reductions, Team Members in the same job classification within a single location shall be reduced in the reverse order of seniority

(a) A Permanent Team Member's Seniority Date shall be the date on which the Team Member's continuous service with Travel Alberta commenced, including all prior periods of service as a Temporary or Permanent Team Member contiguous to present regular employment.

(b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 12.03(a).

12.04 At the time that the Team Member is provided written notice of a workforce reduction, Travel Alberta shall arrange a consultation meeting with representatives from Travel Alberta, the Union and the Team Member to advise the Team Member of any vacancies within Travel Alberta and severance provisions. The Team Member shall be given first consideration provided she has the requisite job-related skills, training, knowledge, ability and experience.

12.05 A Team Member shall advise Travel Alberta within seventy-two (72) hours from the date of the consultation meeting in Clause 12.04 as to her decision respecting the vacancies or the severance provisions.

12.06 The Severance Payment will be available for permanent Team Members with at least one (1) year of continuous employment with Travel Alberta. An eligible Team Member will be entitled to receive a Severance Payment at her regular rate of pay in accordance with Clause 12.08.

12.07 A Team Member who is the subject of a workforce reduction and for whom Travel Alberta has not arranged continuing other employment within Travel Alberta shall be eligible for the Severance Payment.

12.08 Schedule - Severance Payment

<u>Full Years of Continuous Employment</u>	<u>Severance Pay - Weeks of Pay at Regular Rate of Pay</u>
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
14	47
15 plus	52

12.09 A Team Member shall be entitled to receive the Severance Payment in addition to the notice of her workforce reduction as specified in Clause 12.02.

12.10 A Team Member who receives the Severance Payment will be required to resign in writing at a mutually agreeable time.

12.11 If a position is posted within 180 calendar days from the effective date of the Team Member's workforce reduction, the affected Team Member shall be given first consideration provided she has the requisite job-related skills, training, knowledge, ability and experience.

- 12.12 During the period of notice of workforce reduction set out in Clause 12.02, Travel Alberta will allow the affected Team Member a reasonable amount of time off with pay to be interviewed by prospective employers.
- 12.13 Within one (1) month of the signing date of this Collective Agreement, Travel Alberta will provide to the designated Union representative, a seniority list containing the name and seniority date of each Permanent Team Member in the bargaining unit in chronological order. The designated Union representative shall be responsible for the posting of the seniority list. The seniority list will be updated by Travel Alberta and provided to the designated Union representative upon request.
- 12.14 The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding a Team Member's seniority, Travel Alberta will provide the Union with the information necessary to establish accurate seniority.

ARTICLE 13

ATTENDANCE

- 13.01 A Team Member who is absent from duty without prior authorization shall communicate daily, the reason for his absence to an individual designated to receive and/or authorize absences at his place of work at least one (1) hour prior to the commencement of his normal starting time.
- 13.02 A Team Member on authorized leave of absence and/or illness leave for an indeterminate period shall notify his immediate supervisor at his place of work of his intention to return to work by giving notice no later than the preceding work day.
- This clause shall not apply to a Team Member who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation benefits.
- 13.03 A Team Member who is on an approved leave of absence without pay of twenty (20) work days or more, and who wishes to return to work prior to the fixed expiration date of the leave of absence shall notify his immediate supervisor in writing at his place of work at least ten (10) full work days prior to the desired date of return. This Clause shall not apply to a Team Member who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation benefits.
- 13.04 Time limits, pursuant to Clauses 13.01, 13.02 and 13.03, shall be waived when it can be established that the Team Member, for acceptable reasons, was unable to contact his immediate supervisor or the Senior Human Resources Department Head within the time limits specified.

13.05 A Team Member is required to provide Travel Alberta with ten (10) full work days prior written notice of resignation if he wishes to resign in good standing.

13.06 A Team Member who absents himself from his employment and who has not obtained the approval of an individual designated to authorize absences at his place of work shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Team Member that special circumstances prevented him from reporting to his place of work.

ARTICLE 14

ACTING INCUMBENT

14.01 To receive acting incumbency pay a Team Member shall be designated by his supervisor to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, a Team Member 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 a Team Member is designated only limited additional duties.

14.02 Where a Team Member is designated to be an acting incumbent in a position, his salary may be determined in accordance with the following provisions.

The Team Member shall receive the greater of:

- (a) the minimum salary of the new position; or
- (b) a minimum of four percent (4%) increase to the Team Member's current salary.

14.03 It is understood that normally only one acting incumbent may be designated as a result of any one Team Member's absence.

14.04 When a Team Member who has been the acting incumbent of another position returns to his regular position, his salary shall be readjusted to that which would be in effect if he had continuously occupied that position.

14.05 The designation of acting incumbency shall normally not exceed a period of one (1) year.

ARTICLE 15

HOURS OF WORK

- 15.01 The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be seven and one-quarter (7 ¼) hours per day and thirty-six and one-quarter (36 ¼) hours per week.
- 15.02 A Team Member's pay shall be based on the hours worked by a Team Member.
- 15.03 Travel Alberta shall determine the hours of operation and the number of Team Members required to provide services. Travel Alberta will establish a work schedule that provides a Team Member with two (2) consecutive days of rest per week.
- 15.04 Team Members covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one to be granted after. A Team Member working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period.
- 15.05 A meal period of not less than one-half (1/2) hour and, except where opted in "Flexitime" operations, not more than one and one-half (1 1/2) hours shall be granted to all Team Members at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Clause 15.06.
- 15.06 A Team Member who is directed by his immediate supervisor to remain due to a specific assignment at his station of employment during his meal period shall be paid for such meal period at his regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.
- 15.07 A Team Member shall not be required, without his agreement, to work a split work day involving a break between work periods longer than the specified meal period.
- 15.08 The Parties agree that Travel Alberta may implement a flexible or modified work week system. The terms and conditions of employment of a modified or flexible system of hours of work shall be addressed as follows:
- (a) The Parties agree that Travel Alberta and Team Members may examine the feasibility of entering into a modified or flexible work week system. Provided that services are not adversely affected and there are no operational difficulties, Travel Alberta may implement a flexitime or modified work week system of hours of work, but participation by a Team Member in such systems shall be voluntary.

- (b) Travel Alberta has the sole right to determine the number of Team Members who are required to be at work. However, upon entering into a flextime system, Team Members are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Travel Alberta's operational requirements. Team Members shall have the opportunity to make up time lost during the flex period due to late arrival, subject to the approval of Travel Alberta.
- (c) A Team Member participating in a flextime system of hours of work will be allowed a ten (10) hour carry over, either in the way of a bank or a deficit, and regular monthly salary shall be paid provided the Team Member's time is within these limits and the variance is approved by Travel Alberta. A Team Member may not accumulate a bank in excess of ten (10) hours, and if at the end of any month his deficit is more than ten (10) hours, he shall be deducted for those hours that are in excess of ten (10) hours. Hours shall not be banked unless the Team Member has actually worked more than normal daily hours.
- (d) The banked hours may be taken, as time off with pay. Team Member preference in this regard shall be honoured where possible.
- (e) Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to Section (c) above.
- (f) In the event the flextime or modified work week system of hours of work does not result in the provision of a satisfactory service to the public, or is deemed by Travel Alberta to be impractical for other reasons, Travel Alberta may require a return to regular times of work in which case Team Members shall be provided advance notice of thirty (30) calendar days.
- (g) A Team Member who is working according to a flexible or modified work week system may opt for regular times of work by providing Travel Alberta advance notice of two (2) weeks.
- (h) Team Members working according to a modified work week system of hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlements, converted to produce the equivalent hours of benefits and entitlements as they would have had if the work week had not been modified. This will result in no loss or gain in Team Member benefits and entitlements.

ARTICLE 16

OVERTIME

- 16.01 A Team Member may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized by Travel Alberta.
- 16.02 A Team Member may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 16.07.
- 16.03 A Team Member who has been authorized to work overtime shall be compensated as follows:
- (a) Where overtime is controlled on a daily basis:
 - (i) Subject to Clause 16.08, for hours worked in excess of his daily regular hours on a regularly scheduled work day at time and one half (1.5) his regular hourly salary for all hours worked in excess of his regular daily hours;
 - (ii) For overtime hours worked on day(s) of rest at time and one-half (1.5) his regular hourly salary for all hours worked on a compressed work week day off or on his regularly scheduled days of rest;
 - (iii) For purposes of this subsection, authorized travel on Travel Alberta business shall be considered working hours and when authorized outside of normal working hours, or on a regularly scheduled day of rest, the overtime rates of this subsection shall apply except that a Team Member shall not be compensated for travel spent proceeding to and from usual place of work and residence.
- 16.04 Any overtime worked by the Team Member may be claimed as compensatory time off with pay, to a maximum of thirty six and one quarter (36.25) hours, in lieu of a cash settlement. Compensatory time off shall be scheduled and shall be taken at a mutually agreeable time within ninety (90) calendar days from the date such overtime was worked. All overtime not scheduled and approved as compensatory time off by the end of that ninety (90) calendar day period shall be paid out in cash.

- 16.05 A Team Member who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime rights to a Team Member.
- 16.06 (a) A Team Member who is required to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (b) A Team Member who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, he shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (c) A Team Member who is required to attend a training course or seminar which necessitates travel outside of the urban area in which he is employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of his normal daily or weekly hours of work.
- 16.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 16.08 Overtime pay shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.
- 16.09 Part-time Team Members working less than the normal hours of work stated in Clause 15.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily or weekly hours for full time Team Members in the same Class, after which the overtime provisions of Clause 16.03 shall apply.
- 16.10 Where Team Members are working flexible hours, or a modified work week, the conditions as provided in Clause 15.08 of this Agreement shall apply.

ARTICLE 17

WORKERS' COMPENSATION SUPPLEMENT

- 17.01 In accordance with the Workers' Compensation Act, when a Team Member sustains an injury in the course of his duties with Travel Alberta, the Team Member and his Supervisor shall report the injury to the Senior Human Resources Department Head at the place of work. Human Resources shall record the date, time and nature of the injury on a form to be signed by the injured Team Member. If the injury causes the Team Member to be absent from work, the Team Member and Travel Alberta shall complete the required forms for Workers' Compensation and if the claim is approved by the Workers' Compensation Board, the Team Member shall be paid his regular full salary during the period he is required to remain off work up to eighty (80) consecutive days.
- 17.02 If the Team Member has not returned to work due to injury before the eighty (80) day period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 17.03 The eligibility period specified in Clause 17.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Team Member has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 17.04 When a day designated as a paid holiday under Article 27 falls within a period of time a Team Member is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall a Team Member receive any additional entitlement in respect of that day.
- 17.05 A Team Member 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. That day shall not be deducted from the eligibility period specified in Clause 17.01.
- 17.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting a Team Member from loss of income while he is unable to work because of injury.

- 17.07 A Team Member who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 17.01 is participating in the Travel Alberta Employees' Group Extended Medical Benefits Plan, the Travel Alberta Employees' Group Life Insurance Plan or the Travel Alberta Employees' Group Dental Plan shall continue to be covered under these plans throughout the period the Team Member is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by Travel Alberta and the Team Member as outlined in Article 26.

ARTICLE 18

TRAVEL AND RELOCATION EXPENSES

- 18.01 Team Members who incur travel expenses in the performance of authorized Travel Alberta business shall be reimbursed for those expenses in accordance with the Travel Alberta Travel Policy.
- 18.02 Team Members who are required by Travel Alberta to relocate shall be reimbursed for those expenses in accordance with the Travel Alberta Relocation Policy.
- 18.03 Travel Alberta agrees to advise the Union prior to the alteration of rates contained in the Travel Alberta Travel Policy and Travel Alberta Relocation Policy.

ARTICLE 19

PROBATIONARY TEAM MEMBER AND PERIOD

- 19.01 A person appointed to a position with Travel Alberta shall serve a probationary period.
- 19.02 A Team Member who has previously been employed by Travel Alberta may, at the discretion of Travel Alberta, have such previous employment considered as part of the probationary period as specified for the classification.
- 19.03 (a) The period of probation shall start on the date of commencement and shall be six (6) months. The period of probation may be extended by written agreement of the Union and Travel Alberta.
- (b) Continuous full time employment at Travel Alberta, immediately preceding the appointment to a permanent position, shall be counted towards the probationary period provided that the duties that were performed are comparable to the duties of the permanent position and provided that such reduction of probationary period has the approval of Travel Alberta.

19.04 On commencement of employment, a new Team Member shall be provided with a copy of his position description or list of duties.

ARTICLE 20

DISCIPLINARY ACTION

20.01 When a Team Member has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Team Member shall be informed in writing as to the reason(s) for such action. The Team Member will be provided with a copy of all correspondence or written notices pertaining to his conduct or performance which are placed on his personal file.

20.02 A Team Member who is to be interviewed with respect to disciplinary action as referred to in Clause 20.01 shall be notified of the time and place of the interview and if desired by the Team Member may arrange to be accompanied by a Union Representative or Union Steward. When a Union Steward requires time off from work to accompany a Team Member to an interview pursuant to this Clause, the Union Steward must obtain prior approval from Travel Alberta to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.

20.03 A Team Member who has been subjected to disciplinary action may, after thirty-six (36) months of continuous service from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action. Such request will be granted providing:

- (a) the Team Member's file does not contain any further record of disciplinary action during that thirty-six (36) months period; and
- (b) the disciplinary action is not the subject of an unresolved grievance.

20.04 Travel Alberta will make reasonable arrangements to have a Team Member's personal file made available at an administrative office or headquarters that is in reasonable proximity to where the Team Member works or at a place agreed by the Team Member and Travel Alberta and at a reasonable time for the Team Member to examine his file, upon a request for the same being made by the Team Member, once in every year and as well in the event of a grievance. The Team Member may request a representative of the Union to be present at the time of the examination.

- 20.05 The personal file referred to in this Article is the personal file of a Team Member maintained by the Travel Alberta Human Resources Office. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Team Member. The Parties mutually agree that payroll documentation pertaining to the Team Member shall be retained electronically and made available in hard copy as required. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Team Member eligibility for Long Term Disability Insurance shall be contained in this file.
- 20.06 When a Team Member has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the grievor, the personal file of the Team Member shall be amended to reflect this action, provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to adjudication, the personal file of the Team Member shall be amended to reflect the award of the arbitrator or arbitration board.
- 20.07 Subject to Article 21, a Team Member may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 21

GRIEVANCE PROCEDURE

21.01 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 or as to whether any such difference can be the subject of arbitration.
- (b) A grievance concerning the dismissal or termination of employment of a probationary Team Member, or a grievance concerning a written reprimand, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.
- (c) "Days" means calendar days.
- (d) "Demotion" means a transfer to a position with a lower maximum salary.
- (e) A Policy Grievance is a difference which seeks to enforce an obligation of Travel Alberta to the Union or the Union or its members to Travel Alberta. A Policy Grievance shall not be an obligation that may or could have been the subject of a grievance by a Team Member.

21.02

Meetings During Grievance Procedure

- (a) A Union Steward shall not discuss a grievance, or leave his place of work to investigate a grievance, during working hours without first obtaining permission from his supervisor to do so.
- (b) The Designated Officer or the aggrieved may request that a written grievance be discussed at Level 1 or Level 2 of the Grievance Procedure. A Union Staff Member or Union Steward shall be allowed to be present at these discussions, if desired by the grievor. The grievor's request for a discussion shall not be unreasonably denied. This discussion shall be recognized as the grievor's opportunity to clarify the circumstances surrounding his grievance. When a request for discussion has been approved, leave with pay shall be allowed. However, the grievor and any accompanying Union Steward shall inform their respective supervisors before leaving and upon returning to their respective work places. Expenses incurred in attending the meeting may be claimed in accordance with the Travel Alberta Travel Policy.

21.03

Grievance Process

Travel Alberta shall advise all Team Members by poster or by some other similar means of notification, of the name, title and mailing address of the Designated Officer for Levels 1 to 2 of this Grievance Procedure. A copy shall be sent to the Union.

(a) Level 1

A Team Member wishing to pursue a grievance, shall submit it in writing to the Designated Officer at Level 1 within fourteen (14) days of the date upon which the subject of the grievance occurred or the time the Team Member first became aware of the subject of the grievance.

The Designated Officer shall reply in writing within fourteen (14) days of receipt of the grievance.

(b) Level 2

With the approval of the Union in writing, a Team Member not satisfied with the reply at Level 1 shall, within fourteen (14) days of receipt of that reply submit his grievance in writing to the Designated Officer at Level 2.

The Designated Officer at Level 2 shall reply in writing to the Team Member within fourteen (14) days of receipt of the grievance at Level 2 and shall submit a copy of his reply to the Union.

(c) Variance From Grievance Procedure

The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between Travel Alberta and the Union.

- (d) Grievances involving Dismissal, Suspension without pay and Demotion shall be commenced at Level 2, unless otherwise agreed between the Parties pursuant to Sub-clause 21.03(c) above.

(e) Policy Grievance

A Policy Grievance shall be submitted to the other Party within fourteen (14) days of the date upon which the alleged violation of the Collective Agreement occurred or within fourteen (14) days from the date upon which the aggrieved Party first became aware of the subject of the grievance.

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

21.04

Level 3 – Arbitration

- (a) If a settlement is not reached through the above proceedings, a Team Member with the approval of the Union (in the case of a Team Member grievance), the Union (in the case of a Union grievance) and Travel Alberta (in the case of a Travel Alberta grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen (14) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to Travel Alberta shall be given to the CEO with a copy to the Senior Human Resources Department Head, Travel Alberta.
- (b) The submission of a grievance to arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by Travel Alberta and a third, who shall act as Chairperson, to be mutually agreed upon by the other two (2), or to a single arbitrator or to a mediator-arbitrator.
- (c) (i) The notice referred to in Sub-clause 21.04(a) above shall indicate which system of arbitration the Party wishes to follow, and state the name of its nominee to an arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator; or mediator-arbitrator, as the case may be;

- (ii) Upon receipt of the notice referred to in Sub-clause 21.04(a) above, the other Party shall respond within seven (7) days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said seven (7) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator or mediator-arbitrator shall be used, the other Party shall state the name of its nominee to an Arbitration Board. The Party initiating the submission of the grievance to arbitration under 21.04(c)(i) above shall then, within seven (7) days, state the name of its nominee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen (14) days, its nominee will be appointed by the Chair of the Labour Relations Board upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator or mediator-arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator or mediator-arbitrator.
- (d) Where the Parties have submitted a grievance to a mediator-arbitrator, they shall request the mediator-arbitrator to mediate between them and to encourage them to resolve any difference or differences raised by the grievance. If the mediator-arbitrator determines that the Parties will not resolve their differences, then the mediator-arbitrator is empowered to determine any and all differences and to issue a written award concerning the same. The Parties agree that unless it is otherwise agreed between them, any resolution reached with the assistance of a mediator-arbitrator, or any determination made by a mediator-arbitrator shall not establish a precedent for any other grievance, difference or dispute.
- (e) A single arbitrator or mediator-arbitrator shall have all of the same powers as an Arbitration Board. In such cases, the Party referring the grievance to arbitration, shall, instead of submitting the name of its nominee, submit the name of the arbitrator it wishes to suggest to the other Party. If agreement cannot be reached on the appointment of a single arbitrator or upon the appointment of a mediator-arbitrator, within seven (7) days, an Arbitration Board will be appointed in accordance with the provisions above.
- (f) Each Party to this Agreement shall bear its own costs of arbitration, including the costs of its nominees to the Board. The Parties shall bear equally the costs of arbitration board Chairpersons and single arbitrators and mediator-arbitrators.

- (g) Travel Alberta shall grant a Team Member leave of absence with pay for the purpose of attending the arbitration of his grievance. Except where a dismissal of the Team Member is upheld by the arbitration decision, a Team Member may claim his expenses incurred in attending the arbitration of his grievance in accordance with the Travel Alberta Travel Policy.
- (h) Travel Alberta shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

21.05

Power of Boards of Arbitration

- (a) Arbitration Boards, single arbitrators and mediator-arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards, single arbitrators and mediator-arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- (c) Arbitration Boards, single arbitrators and mediator-arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against a Team Member is involved, the Arbitration Board, single arbitrator or mediator-arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairperson governs and that decision is the decision of the Arbitration Board.

21.06

Arbitration Decisions

Arbitration decisions shall be final and binding on the Parties and all other interested persons.

Procedures and Time Limits

- (a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.
- (b) Time limits in this Article may be extended by written agreement between Travel Alberta and the Union.
- (c) Service of Documents

If anything is required or permitted to be served under this Agreement, it shall be deemed to be properly served if it is served:

- (I) in the case of an individual:
 - (i) personally or by leaving it for him at his last or most usual place of abode with some person who is apparently at least eighteen (18) years old; or
 - (ii) by mailing it to him by registered or certified mail at his last known post office address; or
 - (iii) personally by a receipted courier service.
- (II) in the case of Travel Alberta:
 - (i) personally on the CEO; or
 - (ii) by leaving it at or by sending it by registered or certified mail to the office of the CEO; or
 - (iii) personally on the CEO by a receipted courier service.
 - (iv) by leaving it at or by sending it by registered or certified mail to the Senior Human Resources Department Head, Travel Alberta; or

- (III) in the case of the Union:
 - (i) personally on the President, Secretary or an officer of the Union or by leaving it at an office occupied by the Union; or
 - (ii) by sending it by registered or certified mail to the address of the President, Secretary or an officer of the Union; or
 - (iii) personally on the President, Secretary or an officer of the Union by a receipted courier service.
- (IV) The date of delivery establishes the date of receipt for documents that are served personally.
- (V) Documents that are mailed by registered or certified mail shall be deemed to have been received on the date they are registered or certified with Canada Post.
- (d) Procedures as stipulated in this Article may be varied by written agreement of the Parties.

ARTICLE 22

CASUAL ILLNESS

- 22.01 "Casual Illness" means an illness which causes Team Member to be absent from duty for a period of three (3) consecutive work days or less.
- 22.02 If a Team Member is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided he has been given prior authorization by Travel Alberta and he works one (1) hour in a half day that he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment. For purposes of this Article a half day is half of the normal hours of work for that work day.
- 22.03 A Team Member in his first and in each subsequent fiscal year shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a fiscal year shall be deducted from the remaining casual leave entitlement for that fiscal year.
- 22.04 Notwithstanding this Article a Team Member is not eligible to receive sick leave benefits under this Article if:

- (a) the absence is due to an injury, from employment of any other employer, that qualifies for Workers' Compensation benefits; or
- (b) the absence is due to an intentional self-inflicted injury.

22.05 This Article is subject to Article 24.

ARTICLE 23

GENERAL ILLNESS

23.01 "General Illness" means an illness which causes a Team Member to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed:

- (a) eighty (80) consecutive work days; or
- (b) where Travel Alberta approves part-time absences and part-time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.

General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 22.

23.02 Provided the Team Member is not then absent from work due to illness, pursuant to Clause 23.01, the Team Member at the commencement of each fiscal year of employment, shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 23.03:

- (a) Illness commencing in the first month of employment; no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.
- (b) Illness commencing in the first fiscal year of employment, but following the first month 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 (70) work days of illness.
- (c) Illness commencing in the second fiscal year of employment; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next sixty-five (65) work days of illness.
- (d) Illness commencing in the third fiscal year of employment; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next fifty-five (55) work days of illness.

- (e) Illness commencing in the fourth fiscal 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 forty-five (45) work days of illness.
 - (f) Illness commencing in the fifth fiscal year of employment; 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.
 - (g) Illness commencing in the sixth or any subsequent fiscal years of employment; 100% of normal salary for each of the first sixty (60) work days of illness and 70% of normal salary for each of the next twenty (20) work days of illness.
 - (h) For purposes of Clause 23.02 "employment" includes salaried employment provided that there is no break in service.
- 23.03 (a) Subject to Sub-Clause 23.03(b), a Team Member upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:
- (i) illness leave entitlements reinstated pursuant to Clause 23.02 when the Team Member returns to work in the next fiscal year of employment; or,
 - (ii) any illness leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same fiscal year of employment.
- (b) Such reinstatement shall only occur where a Team Member has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
- 23.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 25.
- 23.05 Notwithstanding Clause 23.02, a Team Member is not eligible to receive sick leave benefits under this Article if:
- (a) the absence is due to an injury, from employment of any other employer, that qualifies for Workers' Compensation benefits; or,
 - (b) the absence is due to an intentional self-inflicted injury.

23.06 When a day designated as a Paid Holiday under Article 27 falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall a Team Member receive any additional entitlement in respect of that day.

23.07 This Article is subject to Article 24.

ARTICLE 24

PROOF OF ILLNESS

24.01 To obtain illness leave benefits as described in Article 22 Travel Alberta may require that a Team Member provide a proper medical certificate or other satisfactory proof of illness. Travel Alberta may also require the Team Member to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where a Team Member is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, he shall be advised prior to his return to work and Travel Alberta shall reimburse to the Team Member the cost of such medical certificate or satisfactory proof of illness to a maximum of fifty dollars (\$50.00) upon production of a receipt.

24.02 To obtain illness leave benefits as described in Article 23 the Team Member is required to provide a proper medical certificate or other satisfactory proof of illness.

24.03 Travel Alberta may require that a Team Member undergo a medical examination or a medical interview by a physician mutually agreed to by both parties. When such examination or interview is for purposes other than meeting the requirements of Clauses 23.01 and 23.02 the examination or interview shall be at Travel Alberta's expense and on Travel Alberta's time.

24.04 (a) Travel Alberta may require that a Team Member undergo a medical examination or a medical interview:

- (i) in the case of prolonged or frequent absence due to illness; or
- (ii) where there is indication of apparent misuse of illness leave; or
- (iii) when it is considered that a Team Member is unable to satisfactorily perform his duties due to disability or illness.

(b) The report of the physician shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Team Member's ability to perform the duties of his position and the medical information leading to those conclusions.

24.05 The Parties agree that Casual and General Illness benefits as provided in Articles 22 and 23 are intended only for the purpose of protecting a Team Member from loss of income when the Team Member is ill.

ARTICLE 25

LONG TERM DISABILITY (LTD)

25.01 The eligibility of a Team Member to participate in the Travel Alberta Long Term Disability (LTD) Plan is subject to Article 3 and all eligible Team Members shall be covered in accordance with the provisions of the Plan.

25.02 Each eligible Team Member shall pay one hundred percent (100%) of the monthly premium costs for Long Term Disability benefits.

25.03 An eligible Team Member 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 twenty (120) calendar days, may apply for Long Term Disability benefits as provided under the LTD Plan. Pursuant to Clause 23.01 where Travel Alberta approves part-time absences and part-time use of General Illness Leave, the one hundred and twenty (120) calendar days of leave will be converted to the equivalent number of hours and administered accordingly. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.

25.04 Long Term Disability benefits payable under the provisions of the LTD Plan, will entitle a Team Member with a qualifying disability, to a total income, from sources specified under Clause 25.05, of not less than sixty-six point six-seven percent (66.67%) of his monthly salary received or which he is entitled to receive as a Travel Alberta Team Member at the commencement of the LTD benefits pursuant to Clause 26.03, up to a maximum benefit of \$9,000.00 per month for evidenced disability and \$5,000.00 for non-evidenced disability.

25.05 The monthly LTD benefit amount to which a Team Member is entitled, shall be reduced by:

- (a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan and the Quebec Pension Plan;
- (b) the amount of Workers' Compensation entitlement;
- (c) the amount of benefits payable from any other group disability plan(s) sponsored by Travel Alberta;
- (d) vacation leave pay;

- (e) the amount of any other remuneration received as a result of employment or self-employment unless subject to Clause 25.06;
- (f) any benefits awarded by a Crimes Compensation Board.

25.06 A Team Member who, after qualifying for LTD benefits, returns to work on an approved rehabilitation program or obtains gainful employment, and the resulting income received is less than the monthly salary in effect immediately prior to the commencement of absence pursuant to Clause 25.03 (pre-disability salary), shall have the monthly LTD benefit payable by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the pre-disability salary. Where the combination of reduced LTD benefits and income received is a higher amount than the pre-disability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the pre-disability salary. Payments made pursuant to this Clause shall not exceed a period of twenty-four (24) months for an approved rehabilitation program or thirty-six (36) months for gainful employment commencing the date the Team Member is determined fit for gainful employment. A combination of payments for a rehabilitation program and gainful employment shall not exceed a period of thirty-six (36) months.

25.07 A Team Member who receives LTD benefits and who, at the commencement of absence due to disability or illness, is participating in the Travel Alberta Employees' Group Extended Medical Benefits Plan, the Travel Alberta Group Dental Plan, and the Travel Alberta Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Team Member is receiving LTD benefits and the Travel Alberta and Team Member premium contributions, if applicable, shall continue.

25.08 The LTD benefits applicable to Team Members covered by this Agreement shall not be altered except through negotiation by the Parties to this Agreement.

ARTICLE 26

HEALTH, DENTAL AND INSURANCE BENEFIT PLAN

26.01 Subject to Article 3, Team Members shall participate in Travel Alberta's benefit plans. Benefit coverage, eligibility and the cost of premiums will be according to the insurance policy and plan conditions.

26.02 The benefit plan and applicable premium sharing will be as follows:

- (a) 100% Employer paid:
 - (i) Extended Health
 - (ii) Out of Country Travel

- (iii) Dental
- (iv) Basic Life Insurance
- (v) Dependent Life Insurance
- (vi) Accidental Death & Dismemberment Insurance

(b) The applicable cost sharing premiums are 100% Team Member paid for the following benefit plans:

- (i) Optional Life Insurance
- (ii) Long Term Disability (LTD)
- (iii) Optional Critical Illness

26.03 All benefits provided under the benefit plan specified in this Agreement are subject to and shall be governed by the terms and conditions contained in the policies of insurance of which Travel Alberta is the policy holder. Travel Alberta shall have the right to change the insurance carrier(s) provided comparable conditions shall not be considered as incorporated in this Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plan therefore are not subject to the grievance and arbitration provisions of this Agreement. The Union shall be provided with a copy of the benefit plans, upon request.

ARTICLE 27

PAID HOLIDAYS

27.01 Team Members are entitled to one day's paid leave for each of the following holidays:

- | | |
|-----------------------|-------------------|
| New Year's Day | Labour Day |
| Alberta Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Christmas Floater |
| Civic Holiday (1 Day) | |

27.02 (a) When a day designated as a holiday under Clause 27.01 falls during a Team Member's work week and a Team Member is not required to work, the Team Member shall be granted holiday leave on that day.

(b) When a day designated as a holiday under Clause 27.01 falls on a day when the Team Member, as part of his normally scheduled work week, is not normally scheduled to work on the day of the holiday, the Team Member is not entitled to receive pay for the holiday nor another day off with pay.

- 27.03 When a day designated as a holiday under Clause 27.01 falls on a Team Member's regularly scheduled day of rest, and the Team Member is not required to work, the Team Member shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.
- 27.04 When a Team Member works on one of the holidays listed in Clause 27.01, the Team Member shall receive his regular salary plus time and one-half for all hours worked.
- 27.05 When a day off in lieu is granted under Clause 27.04 Team Members shall have the day off scheduled at a time mutually agreeable to the Team Member and Travel Alberta within the next three (3) months or paid out in cash at the expiration of the three (3) months.

ARTICLE 28

ANNUAL VACATION LEAVE

- 28.01 A Team Member shall not take vacation leave without prior authorization from Travel Alberta.
- 28.02 Vacation entitlements with pay, shall be as follows:
- (a) A Team Member, who has completed less than twelve (12) full months' service as of March 31st, shall receive one and one-quarter (1 & 1/4) work days' vacation for each calendar month worked from the commencement of his service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, he shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, he shall earn vacation entitlements from the first day of the following month.
 - (b) A Team Member, who has completed twelve (12) full calendar months' service as of March 31st, shall receive fifteen (15) work days' vacation.
 - (c) A Team Member, who has completed five (5) years' service as of March 31st, shall in the subsequent year(s) receive twenty (20) work days' vacation.
 - (d) A Team Member, who has completed eight (8) years' service as of March 31st, shall in the subsequent year(s) receive twenty-five (25) work days' vacation.
 - (e) A Team Member, who has completed eighteen (18) years' service as of March 31st, shall in the subsequent year(s) receive thirty (30) work days' vacation.
- 28.03 All calculations which result in one-quarter or three-quarters work day fractions shall be rounded out to the next half or full day, whichever applies, except when vacation pay is paid out upon termination pursuant to Clause 28.11.

- 28.04 If one or more paid holidays fall during a Team Member's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by Travel Alberta.
- 28.05 A Team Member shall earn vacation leave pursuant to Clause 28.02 when authorized, during the following absences:
- (a) financially assisted Education Leave;
 - (b) the first forty-four (44) consecutive work days of sick leave or absence during Workers' Compensation Supplement; and
 - (c) any other leave of absence with or without pay for the first twenty-two (22) work days.
- 28.06 Vacation leave may be taken in one continuous period or in separate periods.
- 28.07 (a) Except as is otherwise provided herein vacation leave in respect of each year of service shall be taken:
- (i) within the fiscal year in which it was earned; and
 - (ii) at such time or times as may be approved by Travel Alberta.
- (b) If the exigencies of his duties prevent Team Member from taking his vacation leave or part thereof within the fiscal year in which the vacation was earned specified by Sub-clause (a) of this Clause, he shall take that leave within first sixty (60) days following that fiscal year.
- (c) A Team Member, for sufficiently valid personal reasons, may carry-over into the next fiscal year her vacation leave, or part thereof, provided the vacation leave will be utilized within the first six (6) months of the new fiscal year. The carry-over of vacation shall be approved by the Travel Alberta and scheduled prior to the end of the current fiscal year.
- (d) Notwithstanding the other provisions of this Article, and subject to operational requirements, a Team Member who so requests may be authorized to take vacation leave which has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by him in the following year shall be correspondingly reduced.
- 28.08 Where a Team Member is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 28.09 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.

- 28.10 A Team Member who fails to return to work following the last day of authorized vacation leave shall be considered to have absented himself from employment and the provisions of Clause 13.06 shall apply.
- 28.11 A Team Member shall not be paid cash in lieu of vacation earned, except upon termination in which case he shall receive vacation pay for such vacation earned but not taken.
- 28.12 Notwithstanding the provisions of Clause 28.11, a Team Member who has been approved for an advance payment of group life insurance due to terminal illness may request a payout of all earned annual vacation.
- 28.13 Travel Alberta shall, subject to its operational requirements, make every reasonable effort to grant a Team Member, upon request, at least two (2) weeks of his annual vacation entitlement during the summer months.

ARTICLE 29

SPECIAL LEAVE

- 29.01 A Team Member, who requires time off from work, may be granted special leave without loss of pay upon approval by a senior official at his work place. The maximum leave available under this article is 10 days in a fiscal year, except where approval is obtained from Travel Alberta for additional bereavement leave as described in Clause 29.03. The circumstances under which special leave may be approved are subject to Clause 29.02 and subject to the corresponding yearly maximum number of work days as follows:
- (a) illness within the immediate family – up to ten (10) days;
 - (b) bereavement – up to ten (10) days around the date of the funeral;
 - (c) administration of estate - two (2) days;
 - (d) moving household effects - one (1) day;
 - (e) disaster conditions - two (2) days;
 - (f) write examination(s) for course(s) approved by Travel Alberta - as required;
 - (g) attend funerals as pall-bearer or mourner, for persons not listed in Sub-Clause 29.02(b) - time off as required not to exceed one (1) day;
 - (h) be present at birth or adoption proceedings of a Team Member's child - one (1) day;
 - (i) attend formal hearing to become Canadian Citizen - one (1) day.

29.02

For purposes of determining eligibility for special leave under Clause 29.01, the following provisions shall apply:

- (a) a Team Member who requires time off from work, shall be granted leave without loss of pay for a period of up to ten (10) working days, including travel time, if there is an illness in his/her immediate family. Immediate family means spouse, benefit partner, son, daughter, brother, sister, mother or father. The leave of absence shall not include taking the person to a medical, dental, optical, or other such appointment, unless there is no other family member available to take the person to an appointment;
- (b) bereavement - leave of absence will be granted in the event of the death of the Team Member's spouse, benefit partner, or any of the following relations of the Team Member, spouse, or benefit partner: parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them;
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- (d) administration of estate shall apply only when the Team Member has been designated as an executor or administrator of the estate;
- (e) moving of household furniture and effects shall apply to the Team Member who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household furniture and effects during his normal working hours and if he has not already qualified for such special leave within the preceding twelve (12) months. In the event the Team Member's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;
- (f) disaster conditions shall apply for a critical condition which requires the Team Member's personal attention in a disaster (flood, fire, tornado) which cannot be served by others or attended to by the Team Member at a time when he is normally off duty;
- (g) mourner - leave of absence will be granted where operational requirements permit subject to the approval of Travel Alberta.

29.03

The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave, disaster conditions and travel time for illness within the immediate family or bereavement may be granted more than once within a fiscal year, provided the total special leave granted does not exceed ten (10) working days per fiscal year. Additional bereavement leave may be approved by the Chief Executive Officer or his designate when ten (10) days special leave has already been utilized within a fiscal year.

29.04 Two weeks' notice may be required for leave requested under Clause 29.01, Sub-clause (c), (d), (f) and (i).

ARTICLE 30

MILITARY LEAVE

30.01 Travel Alberta may grant military leave to a Team Member:

- (a) where his services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency;
- (b) where during a national emergency he volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; or
- (c) where he volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.

30.02 Where military leave is approved a Team Member shall not be required to forfeit any of his vacation entitlements. However, where military leave is not approved, this Article does not preclude the Team Member from using vacation leave for the purpose of attending military training.

30.03 Military leave to attend annual training or summer camp shall not exceed ten (10) working days.

30.04 When a Team Member has been granted military leave in accordance with Sub-clause 30.01(c) or Clause 30.03, and that Team Member produces a letter from National Defence Headquarters to Travel Alberta, stating the amount paid by the Department of National Defence to such Team Member, that Team Member shall receive his full rate of pay from Travel Alberta, less the amount he received from the Department of National Defence.

ARTICLE 31

ADOPTION/PARENTAL LEAVE

31.01 A Team Member who has completed one (1) year of continuous service before commencing leave and who is adopting a child shall be granted leave of absence without pay for up to 37 consecutive weeks within 52 weeks of the child being placed with the adoptive parent for the purposes of adoption. The Team Member shall furnish proof of adoption and shall give the Senior Human Resources Department Head, Travel Alberta reasonable notice in writing of the date on which the leave is to commence.

- 31.02 A male Team Member who has completed one (1) year of continuous service before commencing leave shall be granted up to 37 consecutive weeks within 52 weeks after his child's birth. The Team Member shall provide proof of the birth of the child and shall give the Senior Human Resources Department Head, Travel Alberta reasonable notice in writing of the date on which the leave is to commence.
- 31.03 A Team Member granted leave without pay pursuant to Clauses 31.01 or 31.02 shall, upon return to work, be returned to their former position or be placed in another comparable position 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 Team Members in their classification. Team Members will be required to give the Senior Human Resources Department Head, Travel Alberta four (4) weeks' notice in writing of their intention to return to work.
- 31.04 A Team Member 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 Team Member is on Adoption/Parental Leave, and Travel Alberta and the Team Member premium contributions if applicable shall continue.
- 31.05 The full entitlement to maternity and parental leave for pregnant Team Members is provided under Article 32 and not under this Article.

ARTICLE 32

MATERNITY LEAVE

- 32.01 In this Article "date of delivery" means when the pregnancy of Team Member terminates with the birth of a child or the pregnancy otherwise terminates.
- 32.02 A Team Member who has completed one (1) year of continuous service before commencing leave shall be granted up to 52 weeks of maternity leave without pay which includes parental leave. A pregnant Team Member should apply for maternity leave as soon as possible prior to her expected date of delivery, but in any case shall give the Senior Human Resources Department Head, Travel Alberta at least six (6) weeks' notice in writing of the date on which she intends to commence leave.
- 32.03 A Team Member who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Team Member, with the agreement of Travel Alberta, may shorten this six (6) week period by providing Travel Alberta with a medical certificate indicating the resumption of her full duties will not endanger her health.

- 32.04 A Team Member granted leave without pay pursuant to Clause 32.02 shall, upon return to work, be returned to their former position or be placed in another comparable position 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 Team Members in their classification. Team Members will be required to give the Senior Human Resources Department Head, Travel Alberta four (4) weeks' notice in writing of their intention to return to work.
- 32.05 Notwithstanding any date initially selected for the start of maternity leave, if a Team Member subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date. If the Team Member presents medical evidence supporting her inability to continue work the Team Member will be eligible for illness benefits in accordance with Articles 22, 23 and 25 of this Agreement up to the date that was originally requested by Travel Alberta to commence maternity leave or the date of delivery whichever comes first.
- 32.06 Notwithstanding any other provisions of this Article, a pregnant Team Member may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period she has provided medical evidence from her physician which satisfies Travel Alberta she remains medically unable to do her job following the date of commencement of a maternity leave, as originally determined by the Team Member, or the date of delivery, whichever comes first. A Team Member must apply and when approved, submit to Travel Alberta, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of maternity leave without pay for the purposes of Clauses 32.02 and 32.03. A Team Member who is eligible for S.E.B. plan shall not be eligible for illness leave benefits pursuant to Articles 22, 23 and 25.
- 32.07 (a) Notwithstanding any other provisions of this Article, a Team Member shall be eligible for Salary Continuance equivalent to one hundred percent (100%) of the Team Member's regular basic earnings at the time of commencement of Maternity Leave for the first two (2) weeks of such Maternity Leave.
- (b) Notwithstanding any other provisions of this Article, a Team Member shall be eligible for salary top-up for the next fifteen (15) weeks of Maternity Leave equivalent to the difference between one hundred percent (100%) of the Team Member's regular basic earnings at the time of commencement of such Maternity Leave and the amount of the Supplemental Employment Insurance Benefit which the Team Member receives.

- 32.08 Notwithstanding any other provisions in this Article, if during the ten (10) week period immediately preceding the estimated date of delivery the pregnancy of a Team Member interferes with the performance of her duties, Travel Alberta may, by notice in writing to the Team Member, require that she proceed on maternity leave.
- 32.09 A Team Member who has completed one (1) year of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay but for the purpose of vacation leave shall be treated like a new Team Member. All previous service with Travel Alberta will be used in calculating entitlements under Article 28.
- 32.10 A pregnant Team Member who presents medical evidence from her physician which satisfies Travel Alberta that continued employment in her present position may be hazardous to herself or to her unborn child may request a transfer to a more suitable position if one is available.
- 32.11 A Team Member 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 Plan shall continue to be covered under these Plans throughout the total period the Team Member is on Maternity Leave, and Travel Alberta and the Team Member premium contributions if applicable shall continue.

ARTICLE 33

COURT LEAVE

- 33.01 When a Team Member is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce government records, or is required to serve as a juror under the Jury Act, he shall be allowed leave with pay, but any monies receivable by him shall be paid to Travel Alberta.
- 33.02 When a Team Member is subpoenaed as a witness in his private capacity:
- (a) at a location within the Province of Alberta, he shall be allowed leave with pay, but any monies receivable by him shall be paid to Travel Alberta;
 - (b) at a location outside the Province of Alberta, he may be allowed leave with pay if authorized by Travel Alberta, but any monies receivable by him shall be paid to Travel Alberta.

ARTICLE 34

EMPLOYMENT INSURANCE PREMIUM REDUCTION

- 34.01 Travel Alberta shall retain the full amount of any premium reduction, allowable under the Employment Insurance Premium Reduction Program which is granted as a result of the benefits covering Team Members to which this Collective Agreement applies.
- 34.02 The premium reduction referred to in Clause 34.01 shall be recognized as the Team Member's contribution towards the benefits provided.

ARTICLE 35

PARKING

- 35.01 A Team Member working at a worksite not serviced by public transportation shall not be charged a fee for unreserved parking space.

ARTICLE 36

PAY

- 36.01 A Team Member shall be appointed to a position and shall be paid for work performed at a salary as specified in the Classification and Salary Schedule. Travel Alberta retains the right to place new Team Members within the salary range based on Travel Alberta's assessment of the Team Member's experience, education, and competencies.
- 36.02 Subject to any other terms of this Collective Agreement, providing for the withholding of or delay in granting of an increment, a Team Member shall be further entitled to an increment increase of three percent (3.0%) on the completion of each year of service, until such time as she reaches the maximum pay for her classification.
- 36.03 Team Members shall be paid semi-monthly.
- 36.04 When a Team Member is promoted or reclassified to a classification with a higher salary range, the Team Member shall receive the greater of:
- (a) the minimum salary of the new position; or
 - (b) a minimum of four percent (4%) increase to the Team Member's current salary.

36.05 When a Team Member is demoted or reclassified to a classification with a lower salary range, her salary shall be frozen until such time as the maximum salary within the new salary range exceeds the Team Member's salary.

ARTICLE 37

LEAVE WITHOUT PAY

37.01 A Team Member may request a leave of absence without pay. To be considered, the request must normally be submitted at least four (4) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of Travel Alberta, the leave without pay shall be granted.

37.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

37.03 A Team Member who at the commencement of a Leave Without Pay of greater than four (4) weeks and who is participating in the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan may choose to continue to be covered under these Plans throughout the total period the Team Member is on a Leave Without Pay. Should the Team Member choose to continue to be covered under these Plans while on a Leave Without Pay the Team Member shall pay one hundred per cent (100%) of the premium contributions towards the aforementioned benefits.

ARTICLE 38

PROVIDING COLLECTIVE AGREEMENTS

38.01 Travel Alberta agrees to provide both electronic ('soft') and paper ('hard') copies of the Collective Agreement to members of the Chapter Executive and to Team Members.

ARTICLE 39

TRAVEL ALBERTA - UNION RELATIONS COMMITTEE

39.01 (a) The Parties to this Collective Agreement agree to establish a Travel Alberta-Union Relations Committee for promoting harmonious relationships among Team Members, the Union and Travel Alberta.

(b) The Committee shall be comprised of:

(i) up to three (3) Travel Alberta representatives to be appointed by the Chief Executive Officer, or his designate; and

(ii) up to three (3) Union representatives to be appointed by Local 118/015.

- (c) Travel Alberta and the Union shall each select a Co-chair of the Committee. The Co-chairs shall alternate the chairing of Committee meetings.
- (d) A Team Member shall be paid at her basic rate of pay for attendance at these Committee meetings.
- (e) Unless otherwise mutually agreed, the Committee shall meet every three (3) months.
- (f) The Committee shall develop Terms of Reference that will allow the Committee to examine and make recommendations regarding the concerns of Team Members relative to employment, not covered within the Collective Agreement. The Terms of Reference shall incorporate a method to achieve recommendations.
- (g) If the Parties, by mutual agreement, give the Committee authority to make recommendations within its Terms of Reference, the Committee will make recommendations for consideration of the CEO, or his designate, and the Union.

ARTICLE 40

PENSION PLAN

- 40.01
- (a) Travel Alberta shall contribute to the Public Service Pension Plan for retirement benefits for all eligible participating Team Members in accordance with the regulations of the Plan.
 - (b) Travel Alberta shall distribute to all Team Members brochures and other relevant material outlining the above Plan upon hiring and when there are changes to the Plan.

ARTICLE 41

VACANCIES AND PROMOTIONS

- 41.01
- When a vacancy occurs in any classification (Permanent or Temporary in excess of four (4) weeks) covered by this Collective Agreement and the Employer intends to fill the position, the Employer shall post notices of all vacancies not less than ten (10) calendar days in advance of filling the vacancy.

The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Permanent, Temporary);
- (c) classification and hours of work;

- (d) salary range;
- (e) if temporary, the anticipated duration of such position.

All applications for job postings shall be made in writing to the contact person designated on the posting.

- 41.02 When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience.
- 41.03 The Employer shall give first consideration to applicants who are members of the bargaining unit with job related skills, training, knowledge, ability and experience before considering applicants from outside the bargaining unit.
- 41.04 A permanent Team Member who applies for and is successful on a temporary posting shall maintain her status as a permanent Team Member. At the completion of the temporary term, the permanent Team Member shall return to her former position.
- 41.05 The Union and Employer agree to waive the posting provision in this Article to accommodate return to work programs.

ARTICLE 42

HARASSMENT AND DISCRIMINATION

- 42.01 Travel Alberta, the Union and Team Members are committed to a safe and respectful workplace where workplace violence, bullying, sexual harassment and harassment are not tolerated.
- 42.01 Complaints regarding discrimination and harassment shall be dealt with in accordance with Travel Alberta's Workplace Respect Policy. If a Team Member is not satisfied with the outcome of the complaint the matter may commence as a grievance at Level 2.

ARTICLE 43

TERM AND EFFECTIVE DATE

- 43.01 This Agreement shall be effective from the beginning of the month following the date of signing until March 31, 2017 and shall remain in effect thereafter until a replacement agreement is established under the Public Service Employee Relations Act.

ARTICLE 44

CHRISTMAS CLOSURE

- 44.01 It is understood that Christmas Closure will result in closure of Travel Alberta 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.
- 44.02 It is understood that Christmas (2014) and New Year's (2015) Holiday Closure will result in closure of Travel Alberta offices as outlined below:
- (a) Wednesday, December 24th – Travel Alberta offices shall remain open until 2:00 p.m.;
 - (b) Thursday, December 25th – Christmas Day;
 - (c) Friday, December 26th – Boxing Day;
 - (d) Monday, December 29th – Floater Day – Travel Alberta offices closed;
 - (e) Tuesday, December 30th – Travel Alberta offices closed;
 - (f) Wednesday, December 31st – Travel Alberta offices closed;
 - (g) Thursday, January 1st – New Year's Day;
 - (h) Friday, January 2nd – Travel Alberta offices closed; and
 - (i) Monday, January 5, 2015 – Travel Alberta offices shall reopen.
- 44.03 Christmas Closure days are not to be treated as Annual Vacation Leave or Paid Holiday days. Employees are required to take the number of days allotted to them as per Clause 44.01 and Clause 44.02.
- 44.04 This Article shall come into effect on the date of ratification.

CLASSIFICATION AND SALARY SCHEDULE

1. The following Classification and Salary Schedule shall be implemented effective the date of ratification of the Collective Agreement by the Parties.

Effective April 1, 2014

Classification	Minimum	Maximum
Coordinator 1	44,160	55,200
Semi-Monthly	1,840	2,300
Coordinator 2	48,576	60,720
Semi-Monthly	2,024	2,530
Coordinator 3	53,400	66,744
Semi-Monthly	2,225	2,781
Specialist 1	57,456	74,688
Semi-Monthly	2,394	3,112
Specialist 2	63,216	82,128
Semi-Monthly	2,634	3,422
Specialist 3	69,504	90,360
Semi-Monthly	2,896	3,765

As a result of the economic adjustment to the salary ranges, a Team Member's salary shall be adjusted by two point zero percent (2.0%) effective April 1, 2014.

2. The salary ranges contained in the foregoing Classification and Salary Schedule dated and effective April 1, 2014 shall be increased by two point two five percent (2.25%) effective April 1, 2015 and are as follows:

Effective April 1, 2015

Classification	Minimum	Maximum
Coordinator 1	45,144	56,448
Semi-Monthly	1,881	2,352
Coordinator 2	49,680	62,088
Semi-Monthly	2,070	2,587
Coordinator 3	54,600	68,256
Semi-Monthly	2,275	2,844
Specialist 1	58,752	76,368
Semi-Monthly	2,448	3,182
Specialist 2	64,632	83,976
Semi-Monthly	2,693	3,499
Specialist 3	71,064	92,400
Semi-Monthly	2,961	3,850

As a result of the economic adjustment to the salary ranges, a Team Member's salary shall be adjusted by two point two five percent (2.25%) effective April 1, 2015.

3. The salary ranges contained in the Classification and Salary Schedule dated and effective April 1, 2015 shall be increased by two point five percent (2.5%) effective April 1, 2016 and are as follows:

Effective April 1, 2016

Classification	Minimum	Maximum
Coordinator 1	46,272	57,864
Semi-Monthly	1,928	2,411
Coordinator 2	50,928	63,648
Semi-Monthly	2,122	2,652
Coordinator 3	55,968	69,960
Semi-Monthly	2,332	2,915
Specialist 1	60,216	78,288
Semi-Monthly	2,509	3,262
Specialist 2	66,240	86,064
Semi-Monthly	2,760	3,586
Specialist 3	72,840	94,704
Semi-Monthly	3,035	3,946

As a result of the economic adjustment to the salary ranges, a Team Member's salary shall be adjusted by two point five percent (2.5%) effective April 1, 2016.

LETTER OF UNDERSTANDING #1

BETWEEN

TRAVEL ALBERTA

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

CLASSIFICATION REVIEW

- 1.01 A Team Member who wishes a review of the classification of her position due to a substantial change in job duties may submit her position description to the Senior Human Resources Department Head with a copy to her supervisor. The Senior Human Resources Department Head will review the revised position description and notify the Team Member within sixty (60) calendar days of the result.
- 1.02 Should the Team Member disagree with the decision, made by the Senior Human Resources Department Head, respecting the classification review, she may request within fourteen (14) calendar days that the matter be further reviewed by the Classification Review Committee. The Classification Review Committee shall consist of a Union designate, the Team Member's supervisor's manager of the position being reviewed, and the Chief Executive Officer or designate. The Parties agree that the Classification Review Committee shall be convened within thirty (30) calendar days from the date on which the Team Member submitted her position description for review. The Classification Review Committee shall provide its decision respecting the classification review to the Team Member and the Senior Human Resources Department Head within fourteen (14) calendar days of considering the matter. The decision of the Classification Review Committee shall be final and binding and shall not be the subject of a grievance under Article 21, Grievance Procedure.
- 1.03 A change in the classification of the Team Member's position shall be effective from the date that the original request for review was submitted to the Senior Human Resources Department Head.
- 1.04 Time limits in this Letter of Understanding may be extended by written agreement between Travel Alberta and the Union.

Signed this ____ day of _____, 2014.

Royce Chwin
Chief Executive Officer
Travel Alberta

Guy Smith
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING #2

BETWEEN

TRAVEL ALBERTA

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

FLEXIBLE SPENDING ACCOUNT

- (1) Travel Alberta shall provide a Flexible Spending Account for all eligible Team Members in accordance with Article 3 (Application) of this Collective Agreement.
- (2) In each year on April 1, Travel Alberta shall allocate a sum of two thousand and five hundred dollars (\$2,500.00) to each eligible Team Member's Flexible Spending Account.
- (3) The Flexible Spending Account year is from April 1 to March 31.
- (4) The Flexible Spending Account may be utilized by a Team Member for the purpose of receiving reimbursement for eligible expenses in accordance with the *Income Tax Act*.
- (5) The Parties understand the Flexible Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and all applicable regulations and guidelines.
- (6) Travel Alberta will contract with a service provider for the administration of the Flexible Spending Account and the administration of the Flexible Spending Account shall be subject to and governed by the terms and conditions of the applicable contract for services.

Signed this ____ day of _____, 2014.

Royce Chwin
Chief Executive Officer
Travel Alberta

Guy Smith
President, Alberta Union of
Provincial Employees

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 _____, 2014.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Royce Chwin
Chief Executive Officer
Travel Alberta

Guy Smith, President
Alberta Union of Provincial
Employees