

COLLECTIVE AGREEMENT

BETWEEN

TRAVEL ALBERTA

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF
LOCAL 118 CHAPTER 015**

EXPIRES MARCH 31, 2020

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This Agreement made on the 14th day of November, 2018.

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 singular may also apply in the plural;
- (b) "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;
- (c) "CEO" means the Chief Executive Officer of Travel Alberta;
- (d) "Days" means calendar days;
- (e) "Designated Officer" means a person who is authorized on behalf of Travel Alberta to deal with grievances.
- (f) "Dismiss" means to discharge a Team Member for just cause;
- (g) "Employer" means Travel Alberta, as represented by the CEO or any person acting on his behalf, as the context of this Agreement may require;
- (h) "Fiscal Year" means a period from April 1st of any given year to March 31st of the following year.
- (i) "Hourly Rate" means the annual salary divided by the Team Member's normal annual hours of work;
- (j) "Increment" means an annual increase in a Team Member's pay within the minimum and maximum of the salary range for each classification;
- (k) "Maximum Salary" means the highest rate of pay in an assigned classification;
- (l) "Minimum Salary" means the lowest rate of pay in an assigned classification;
- (m) "Month" means a calendar month;
- (n) "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.
- (o) "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;
- (p) "Semi-Monthly Salary" means annual salary divided by twenty-four (24);

- (q) "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;
- (r) "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.
- (s) "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;
- (t) "Union" means the Alberta Union of Provincial Employees;
- (u) "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;
- (v) "Work Day" means any day on which a Team Member is normally expected to be at his place of employment;

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 11, Workforce Reduction shall not apply, and
 - (ii) Article 24, 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.
- 3.04 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 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
UNION MEMBERSHIP AND DUES CHECK-OFF

- 6.01 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.
- 6.02 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.
- 6.03
- (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 6.03(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.
- 6.04 The Union agrees to indemnify and save Travel Alberta harmless against any claim or liability arising out of the application of this Article.

ARTICLE 7
TRAVEL ALBERTA - UNION RELATIONS

- 7.01 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 their immediate supervisor, an appointment with the grieving Team Member or their immediate supervisor will be obtained through Travel Alberta's Senior Human Resources Director. The foregoing approval shall not be unreasonably denied.

- 7.02 On a quarterly basis, Travel Alberta will provide the Union with the name(s) of the Senior Human Resources Director 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 8
TRAVEL ALBERTA - EMPLOYEE RELATIONS

- 8.01 Travel Alberta acknowledges the right of the Union to appoint Team Members in the bargaining unit as Union Stewards.
- 8.02 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.
- 8.03 Travel Alberta recognizes the Union Steward as an official representative of the Union.
- 8.04 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. The Union will be allowed an opportunity to provide the Team Member with a Union Orientation of up to thirty (30) minutes without loss of pay.

ARTICLE 9
HEALTH AND SAFETY

- 9.01 Travel Alberta and the Union agree to participate in a Health and Safety 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.
- 9.02 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.
- 9.03 Travel Alberta shall provide each new Team Member with an Occupational Health and Safety information session. 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*.
- 9.04 A Team Member shall immediately notify their Supervisor when the Team Member 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 their work site shall immediately notify their Supervisor.

- 9.05 Travel Alberta shall notify the President of the Union or designate immediately after they are 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.
- 9.06 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.
- 9.07 Where a Team Member is assigned to work alone, Travel Alberta shall have in place procedures to support a working alone safety plan which adheres to Occupational Health and Safety Legislation.

ARTICLE 10 TIME OFF FOR UNION BUSINESS

- 10.01 Subject to Clause 10.03, 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*.
- 10.02
- (a) Subject to Clause 10.03, 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 their time in office. Clause 10.04 shall not apply to leave under Sub-clause 10.02 (b). At the end of the Teams Members term and upon return to work, a Team Member shall be returned to their former position or be placed in a comparable position at not less than the same salary that had accrued to the Team Members prior to commencing leave at the same level of benefits that is applicable to Team Members in their classification.

- 10.03 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 Director 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 10.02; 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.
- 10.04 To facilitate the administration of Clause 10.02 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 pay within thirty (30) days of the invoice date.

ARTICLE 11

WORKFORCE REDUCTION

- 11.01 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.
- 11.02 Travel Alberta shall provide a permanent Team Member with at least eight (8) calendar weeks' prior written working notice or pay in lieu of at least eight (8) calendar weeks' working notice that the Team Member's position is the subject of a workforce reduction.
- 11.03 In the event of workforce reductions, Team Members in the same job classification 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 11.03(a).
- 11.04 At the time the Team Member is provided written notice of a workforce reduction, Travel Alberta shall hold 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 their severance payment option. The Team Member shall be given first consideration provided the Team Member has the requisite job-related skills, education and training, knowledge, ability and experience.
- 11.05 A Team Member shall advise Travel Alberta within seventy-two (72) hours from the date of the consultation meeting in Clause 11.04 as to their decision respecting the options of vacancies or the severance payment.

11.06 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 their regular rate of pay in accordance with Clause 11.08.

11.07 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.

11.08 Schedule - Severance Payment

Full Years of Continuous Employment	Severance Pay - Weeks of Pay at Regular Rate of Pay
1	14
2	15
3	16
4	17
5	19
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13	43
14	47
15 plus	52

11.09 A Team Member shall be entitled to receive the Severance Payment in addition to the working notice or pay in lieu of at least eight (8) calendar weeks' working notice of the workforce reduction as specified in Clause 11.02.

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

11.11 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 the Team Member has the requisite job-related skills, education and training, knowledge, ability and experience.

11.12 During the period of working notice of workforce reduction set out in Clause 11.02, Travel Alberta will allow the affected Team Member a reasonable amount of time off with pay to be interviewed by prospective employers.

- 11.13 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.
- 11.14 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 12 ATTENDANCE

- 12.01 A Team Member who is absent from duty without prior authorization shall communicate daily, the reason for their absence to an individual designated to receive and/or authorize absences at their place of work at least one (1) hour prior to the commencement of their normal starting time.
- 12.02 A Team Member on authorized leave of absence and/or illness leave for an indeterminate period shall notify their immediate supervisor at their place of work of the Team Members 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 they were in receipt of Long Term Disability or Workers' Compensation benefits.
- 12.03 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 their immediate supervisor in writing at their 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 they were in receipt of Long Term Disability or Workers' Compensation benefits.
- 12.04 Time limits, pursuant to Clauses 12.01, 12.02 and 12.03, shall be waived when it can be established that the Team Member, for acceptable reasons, was unable to contact their immediate supervisor or the Senior Human Resources Director within the time limits specified.
- 12.05 A Team Member is required to provide Travel Alberta with ten (10) full work days prior written notice of resignation if they wish to resign in good standing.

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

ARTICLE 13 ACTING INCUMBENT

13.01 To receive acting incumbency pay a Team Member shall be designated by the Team Member's supervisor to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time the Team Member may also be required to perform some of the duties of their 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.

13.02 Where a Team Member is designated to be an acting incumbent in a position, the Team Member's 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.

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

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

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

ARTICLE 14 HOURS OF WORK

14.01 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.

- 14.02 A Team Member's pay shall be based on the hours worked by a Team Member.
- 14.03 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.
- 14.04 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.
- 14.05 A meal period of not less than one-half (1/2) hour and, except where opted in "Flextime" 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 14.06.
- 14.06 A Team Member who is directed by their immediate supervisor to remain due to a specific assignment at the Team Member's station of employment during their meal period shall be paid for such meal period at their regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.
- 14.07 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.
- 14.08 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 and provided that services are not adversely affected and there are no operational difficulties, Travel Alberta may implement a flextime or modified work week system of hours of work, but participation by a Team Member in such systems shall be voluntary.
 - (b) Travel Alberta shall give consideration to Team Member request in determining the number of Team Members who are required to be at work during normal business hours. 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 their 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 15
OVERTIME

- 15.01 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.
- 15.02 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 15.07.
- 15.03 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 15.08, 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.
- 15.04 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.
- 15.05 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 the Team Member's 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.
- 15.06
- (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 their normal daily hours of work for that period. Overtime rates shall apply to any hours worked beyond the normal daily maximum.
 - (b) A Team Member who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be paid at overtime rates for all hours spent on training or attending the seminar.
 - (c) A Team Member who is required to attend a training course or seminar which necessitates travel outside of the urban area in which the Team Member is employed shall be compensated at overtime rates for the actual hours spent in travel provided such travel time is in excess of their normal daily or weekly hours of work.
- 15.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 15.08 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.

- 15.09 Part-time Team Members working less than the normal hours of work stated in Clause 14.01 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 15.03 shall apply.
- 15.10 Where Team Members are working flexible hours, or a modified work week, the conditions as provided in Clause 14.08 of this Agreement shall apply.

ARTICLE 16 WORKERS' COMPENSATION SUPPLEMENT

- 16.01 In accordance with the *Workers' Compensation Act*, when a Team Member sustains an injury in the course of their duties with Travel Alberta, the Team Member and their 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 their regular full salary, which includes all types of employment income the Team Member would have received during the period he is required to remain off work up to eighty (80) consecutive days.
- 16.02 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*.
- 16.03 The eligibility period specified in Clause 16.01 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.
- 16.04 When a day designated as a paid holiday under Article 26 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.
- 16.05 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 16.01.
- 16.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting a Team Member from loss of income while they are unable to work because of injury.

16.07 A Team Member who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 16.01 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 25.

ARTICLE 17 TRAVEL AND RELOCATION EXPENSES

- 17.01 Team Members who incur travel expenses in the performance of authorized Travel Alberta business shall be reimbursed for those expenses in accordance with Travel Alberta's Travel, Meal and Hospitality Policy.
- 17.02 Team Members who are required by Travel Alberta to relocate shall be reimbursed for those expenses in accordance with Travel Alberta's Relocation Policy.
- 17.03 Travel Alberta agrees to advise the Union prior to the alteration of rates contained in Travel Alberta's Travel, Meal and Hospitality Policy and Travel Alberta's Relocation Policy.

ARTICLE 18 PROBATIONARY TEAM MEMBER AND PERIOD

- 18.01 A person appointed to a position with Travel Alberta shall serve a probationary period.
- 18.02 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.
- 18.03
- (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.
- 18.04 On commencement of employment, a new Team Member shall be provided with a copy of their position description or list of duties.

ARTICLE 19
DISCIPLINARY ACTION

- 19.01 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 the Team Members conduct or performance which are placed on the Team Members personal file.
- 19.02 A Team Member who is to be interviewed for the purpose of disciplinary action or for potential disciplinary action as referred to in Clause 19.01 shall be notified of the time and place of the interview with reasonable advance notice which shall be no less than twenty-four (24) hours unless otherwise mutually agreed upon 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.
- 19.03 A Team Member who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that the Team Members 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 twenty-four (24) months period; and
 - (b) the disciplinary action is not the subject of an unresolved grievance.
- 19.04 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 the Team Members 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.
- 19.05 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.

- 19.06 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.
- 19.07 Subject to Article 20, a Team Member may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 20

GRIEVANCE PROCEDURE

- 20.01 Definitions and Scope
- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement. A grievance shall be categorized as follows:
 - (b) An individual grievance is a difference affecting one (1) Team Member. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Clause 20.03 except in cases of suspension or dismissal which will commence at Step 2; or
 - (c) A group grievance is a difference affecting two (2) or more Team Members. Such grievance shall be initiated at the applicable step of the grievance procedure and processed therefrom in the same manner as an individual grievance as outlined in Clause 20.03. A group grievance shall list all Team Members affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Team Members; or
 - (d) A Policy Grievance is a difference that seeks to enforce an obligation of Travel Alberta to the Union or the Union or its members to Travel Alberta. Such grievance shall be initiated at Step 2 and processed therefrom in the same manner as other grievances.
 - (e) The Parties shall provide full disclosure at each step of the grievance procedure of all information available regarding the grievance.
 - (f) A grievance concerning the dismissal or termination of employment of a probationary Team Member, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.
 - (g) "Demotion" means a transfer to a position with a lower maximum salary.
- 20.02 Meetings During Grievance Procedure
- (a) A Union Steward shall not discuss a grievance, or leave their 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 their 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 Travel Alberta's Travel, Meal and Hospitality Policy.

20.03

Grievance Process

A Team Member and their manager will attempt to resolve differences through informal means at the work place, where possible, prior to proceeding with a written grievance. Should the Team Members and their manager not resolve the difference, it may be submitted as a grievance at Level 1.

A Union Steward, at the request of the Team Member, may accompany and assist the Team Member at this step.

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 20.03(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.

20.04

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 Director, 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 20.04(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 20.04(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 20.04(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 their grievance. Except where a dismissal of the Team Member is upheld by the arbitration decision, a Team Member may claim their expenses incurred in attending the arbitration of the Team Member's grievance in accordance with Travel Alberta's Travel, Meal and Hospitality Policy.

- (h) Travel Alberta shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.
- 20.05 **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.
- 20.06 **Arbitration Decisions**
- Arbitration decisions shall be final and binding on the Parties and all other interested persons.
- 20.07 **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 within the prescribed time limits 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 where specific circumstances prevent adherence to the prescribed time limits.

- (c) It is clearly understood that time limits established herein are mandatory and are to be adhered to; however, where an arbitrator or arbitration board determines that there are reasonable grounds for extending the time for taking any step in the grievance process or arbitration procedure, the arbitrator or arbitration board may, notwithstanding Clauses 20.07(a) and (b), grant an extension, even after the expiration of the time, if, in its opinion, the other party would not be unduly prejudiced by the extension. In these situations, the onus is on the Party who fails to adhere to the time limits to prove the reasonableness for it's failure to adhere to such time limits.
- (d) **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 them at their 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 them by registered or certified mail at their 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 Director, 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.
- (e) Procedures as stipulated in this Article may be varied by written agreement of the Parties.

ARTICLE 21 CASUAL ILLNESS

- 21.01 "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.
- 21.02 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 the Team Member has been given prior authorization by Travel Alberta and they work one (1) hour in a half day that they are absent for those purposes, such absence shall neither be charged against the Team Member's casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which they became ill or attended the appointment. For purposes of this Article a half day is half of the normal hours of work for that work day. Team members shall endeavour to schedule such appointments when it least interferes with the Employer's operation.
- 21.03 A Team Member in their 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.
- 21.04 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.
- 21.05 This Article is subject to Article 23.

ARTICLE 22 GENERAL ILLNESS

- 22.01 "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 21.

A Team Member on General Illness may elect to participate in Travel Alberta's Absence and Wellness Management Program operated by Sunlife. Travel Alberta will consult with the Union in the event it considers an alternate provider.

22.02 Provided the Team Member is not then absent from work due to illness, pursuant to Clause 22.01, the Team Member at the commencement of each 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 22.03:

- (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 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 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 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 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 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 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 22.02 "employment" includes salaried employment provided that there is no break in service.

22.03 (a) Subject to Sub-Clause 22.03(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 22.02 when the Team Member returns to work in the next 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.
- 22.04 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 24.
- 22.05 Notwithstanding Clause 22.02, a Team Member is not eligible to receive General Illness 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.
- 22.06 When a day designated as a Paid Holiday under Article 26 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.
- 22.07 This Article is subject to Article 23.

ARTICLE 23 PROOF OF ILLNESS

- 23.01 To obtain Casual Illness leave benefits as described in Article 21 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.
- 23.02 To obtain General Illness leave benefits as described in Article 22 the Team Member is required to provide a proper medical certificate or other satisfactory proof of illness as requested by Travel Alberta to Human Resources. Travel Alberta shall reimburse the Team Member the cost of such medical certificate or satisfactory proof of illness upon production of a receipt.
- 23.03 While balancing a Team Members right to privacy, a proper medical certificate or other satisfactory proof of illness should generally include:
- (a) a certification by a licensed physician, psychiatrist or midwife that the Team Member is unable to attend work for medical reasons;
 - (b) the dates on which the Team Member is unable to attend work due to the medical reason;

- (c) if the illness is continuing, the Team Member's prognosis and estimate as to the earliest date the Team Member is expected to return to work and/or next medical assessment date; and

Where appropriate in assessing accommodations or dealing with absences longer than ten (10) working days medical notes should also generally include:

- (d) if the Team Member can return to work but with some restrictions or limitations, a statement of those restrictions or limitations;
- (e) whether the illness is anticipated to be temporary, chronic or permanent; and
- (f) whether the Team Member is under a treatment plan.

23.04 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 22.01 and 22.02 the examination or interview shall be at Travel Alberta's expense and on Travel Alberta's time.

23.04 (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 their position and the medical information leading to those conclusions.

23.05 The Parties agree that Casual and General Illness benefits as provided in Articles 21 and 22 are intended only for the purpose of protecting a Team Member from loss of income when the Team Member is ill.

23.06 Medical information collected by Travel Alberta shall be kept in Human Resources and shall not be provided to a third party without prior approval of the Team Member.

ARTICLE 24 LONG TERM DISABILITY (LTD)

24.01 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.

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

- 24.03 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 22.01 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.
- 24.04 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 24.05, of not less than sixty-six point six-seven percent (66.67%) of the Employee's monthly salary received or which the Employee is entitled to receive as a Travel Alberta Team Member at the commencement of the LTD benefits pursuant to Clause 25.03, up to a maximum benefit of \$9,000.00 per month for evidenced disability and \$5,000.00 for non-evidenced disability.
- 24.05 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 related to the claim;
 - (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 24.06;
 - (f) any benefits awarded by a Crimes Compensation Board related to the claim.

- 24.06 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 24.03 (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.
- 24.07 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.
- 24.08 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 25 HEALTH, DENTAL AND INSURANCE BENEFIT PLAN

- 25.01 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.
- 25.02 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
- 25.03 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.
- 25.04 The Parties agree there will be a continuation of benefits provided in Article 25 during a strike or lockout. The Union agrees to cover the full cost of benefits provided to Team Members in Article 25 during any strike or lockout. Travel Alberta will submit to the Union a detailed invoice indicating the cost of benefits for each Team Member and the total cost of benefit premiums for the group. The Union will provide payment to Travel Alberta no later than fourteen (14) days from receipt of the invoice.

ARTICLE 26 PAID HOLIDAYS

- 26.01 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) | |
- 26.02
- (a) When a day designated as a holiday under Clause 26.01 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 26.01 falls on a day when the Team Member, as part of their 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.

- 26.03 When a day designated as a holiday under Clause 26.01 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.
- 26.04 When a Team Member works on one of the holidays listed in Clause 26.01, the Team Member shall receive their regular salary plus time and one-half for all hours worked.
- 26.05 When a day off in lieu is granted under Clause 26.04 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 27 ANNUAL VACATION LEAVE

- 27.01 A Team Member shall not take vacation leave without prior authorization from Travel Alberta.
- 27.02 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 their service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, the Team Member 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, the Team Member 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.
- 27.03 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 27.11.

- 27.04 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.
- 27.05 A Team Member shall earn vacation leave pursuant to Clause 27.02 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.
- 27.06 Vacation leave may be taken in one continuous period or in separate periods.
- 27.07
- (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 their duties prevent Team Member from taking their vacation leave or part thereof within the fiscal year in which the vacation was earned specified by Sub-clause (a) of this Clause, the Team Member 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 them in the following year shall be correspondingly reduced.
- 27.08 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.
- 27.09 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 27.10 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 12.06 shall apply.
- 27.11 A Team Member shall not be paid cash in lieu of vacation earned, except upon termination in which case they shall receive vacation pay for such vacation earned but not taken.

- 27.12 Notwithstanding the provisions of Clause 27.11, 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.
- 27.13 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 28

SPECIAL LEAVE

- 28.01 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 their work place. The maximum leave available under this Article is ten (10) days in a fiscal year, except where approval is obtained from Travel Alberta for additional bereavement leave as described in Clause 28.03. The circumstances under which special leave may be approved are subject to Clause 28.02 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) personal – up to three (3) days;
 - (d) domestic violence – up to five (5) days.
- 28.02 For purposes of determining eligibility for special leave under Clause 28.01, 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 their 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) personal days shall be granted for conditions that require an Employee to be away from work for personal reasons.

- (e) domestic violence as defined in Employment Standards Code – a Team Member who requires time off shall be granted domestic violence leave of up to five (5) days per year without loss of pay for one (1) or more of the following purposes:
- (i) to obtain services in respect of the violence from a victim services organization
 - (ii) to obtain psychological or other professional counselling for the Team Member, the Team Member's child or a protected adult in respect to the violence;
 - (iii) to relocate temporarily or permanently;
 - (iv) to seek legal or law enforcement assistance including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence;
 - (v) any other purposes provided for in the regulations.
- 28.03 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 designate when ten (10) days special leave has already been utilized within a fiscal year.
- 28.04 Reasonable notice may be required for leave requested under Clause 28.01.
- ARTICLE 29**
MILITARY LEAVE
- 29.01 Travel Alberta may grant military leave to a Team Member:
- (a) where their 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 the Team Member volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; or
 - (c) where the Team member volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.
- 29.02 Where military leave is approved a Team Member shall not be required to forfeit any of their 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.
- 29.03 Military leave to attend annual training or summer camp shall not exceed ten (10) working days.

20.04 When a Team Member has been granted military leave in accordance with Sub-clause 29.01(c) or Clause 29.03, 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 their full rate of pay from Travel Alberta, less the amount they received from the Department of National Defence.

ARTICLE 30 ADOPTION/ PARENTAL LEAVE

- 30.01 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 thirty-seven (37) consecutive weeks within fifty-two (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 Director, Travel Alberta reasonable notice in writing of the date on which the leave is to commence.
- 30.02 A Team Member who has completed one (1) year of continuous service before commencing leave shall be granted up to thirty-seven (37) consecutive weeks within fifty-two (52) weeks after their child's birth. The Team Member shall provide proof of the birth of the child and shall give the Senior Human Resources Director, Travel Alberta reasonable notice in writing of the date on which the leave is to commence.
- 30.03 A Team Member granted leave without pay pursuant to Clauses 30.01 or 30.02 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 Director, Travel Alberta four (4) weeks' notice in writing of their intention to return to work.
- 30.04 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.
- 30.05 The full entitlement to maternity and parental leave for pregnant Team Members is provided under Article 31 and not under this Article.

ARTICLE 31 MATERNITY LEAVE

- 31.01 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.

- 31.02 A Team Member who has completed one (1) year of continuous service before commencing leave shall be granted up to fifty-two (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 their expected date of delivery, but in any case shall give the Senior Human Resources Director, Travel Alberta at least six (6) weeks' notice in writing of the date on which they intend to commence leave.
- 31.03 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 their full duties will not endanger the Team Members health.
- 31.04 A Team Member granted leave without pay pursuant to Clause 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 Director, Travel Alberta four (4) weeks' notice in writing of their intention to return to work.
- 31.05 Notwithstanding any date initially selected for the start of maternity leave, if a Team Member subsequently indicates in writing that they are no longer able to carry out their full normal duties, the Team Member may commence maternity leave at an earlier date. If the Team Member presents medical evidence supporting their inability to continue work the Team Member will be eligible for illness benefits in accordance with Articles 21, 22 and 24 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.
- 31.06 Notwithstanding any other provisions of this Article, a pregnant Team Member may qualify for a supplemental benefit plan covering the period the Team Member has provided medical evidence from their physician which satisfies Travel Alberta the Team Member remains medically unable to do their 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 supplemental benefit payments. Leave then taken under this Supplemental Plan shall be considered to form part of maternity leave without pay for the purposes of Clauses 31.02 and 31.03. A Team Member who is eligible for supplemental benefit plan shall not be eligible for illness leave benefits pursuant to Articles 21, 22 and 24.
- 31.07 (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 benefit plan which the Team Member receives.
- 31.08 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 their duties, Travel Alberta may, by notice in writing to the Team Member, require that the Team Member proceed on maternity leave.
- 31.09 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 the Team Members 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 27.
- 31.10 A pregnant Team Member who presents medical evidence from their physician which satisfies Travel Alberta that continued employment in the Team Members present position may be hazardous to the team Member or to their unborn child may request a transfer to a more suitable position if one is available.
- 31.11 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 32 COURT LEAVE

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

ARTICLE 33
EMPLOYMENT INSURANCE PREMIUM REDUCTION

- 33.01 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.
- 33.02 The premium reduction referred to in Clause 33.01 shall be recognized as the Team Member's contribution towards the benefits provided.

ARTICLE 34
PARKING

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

ARTICLE 35
PAY

- 35.01 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.
- 35.02 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 the Team Member reaches the maximum pay for her classification.
- 35.03 Team Members shall be paid semi-monthly.
- 35.04 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.
- 35.05 When a Team Member is demoted or reclassified to a classification with a lower salary range, their salary shall be frozen until such time as the maximum salary within the new salary range exceeds the Team Member's salary.

ARTICLE 36
LEAVE WITHOUT PAY

36.01 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.

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

36.03 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.

Compassionate Care Leave

36.04 A Team Member who is eligible for compassionate care benefits under Employment Insurance legislation and who has completed fifty-two (52) consecutive weeks of employment shall be granted up to twenty-six (26) weeks of leave without pay to provide care or support for a qualified relative in the end-stage of life. Qualified relative means a person in a relationship to the Team Member for whom the Team Member would be eligible for the compassionate care benefit under Employment Insurance legislation.

36.05 Team Members may be required to submit to the Employer proof demonstrating the need for Compassionate Care Leave.

36.06 A Team Member requesting such leave shall provide at least two (2) weeks' written notice of the start date of the leave, unless emergency circumstances require a shorter period.

36.07 A Team member returning to work shall provide at least two (2) weeks' written notice of their intent to return to work; however, where appropriate and operationally feasible, the Employer may agree to a shorter notice period.

ARTICLE 37
PROVIDING COLLECTIVE AGREEMENTS

37.01 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 38
TRAVEL ALBERTA - UNION RELATIONS COMMITTEE

- 38.01 (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/ Chapter 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 their 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 their designate, and the Union.

ARTICLE 39
PENSION PLAN

- 39.01 (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 40
VACANCIES AND PROMOTIONS

40.01 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) education requirements
- (d) classification and hours of work;
- (e) salary range;
- (f) 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.

40.02 When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience. Where those factors are considered by the Employer to be equal, length of service shall be the deciding factor.

40.03 In order to establish a career progression opportunity for team members with good work performance and for self-development, 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.

40.04 A permanent Team Member who applies for and is successful on a temporary posting shall maintain their status as a permanent Team Member. At the completion of the temporary term, the permanent Team Member shall return to her former position.

40.05 The Union and Employer agree to waive the posting provision in this Article to accommodate return to work programs.

ARTICLE 41
HARASSMENT AND DISCRIMINATION

41.01 Travel Alberta, the Union and Team Members are committed to a safe and respectful workplace where discrimination, workplace violence, bullying, sexual harassment and harassment are not tolerated.

- 41.02 There shall be no discrimination, harassment, coercion or interference by either Party in respect of a Team Member by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation or political affiliation of that Team Member, membership in the Union, or activities of the Union.
- 41.03 This Article does not affect the operation of a bona fide pension plan or terms or conditions of a bona fide group insurance plan. Further, this Article does not apply with respect to refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 41.04 For the purposes of this Agreement, harassment is any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm.
- Workplace Harassment, Workplace Sexual Harassment, Workplace Bullying, Workplace Violence are defined in Travel Alberta's Workplace Respect Policy as follows:
- (a) Workplace Harassment is any unwelcome verbal or physical conduct which creates an intimidating, hostile or offensive work environment.
 - (b) Workplace Sexual Harassment is any unwelcome behaviour of a sexual nature, however implicit, and this behaviour may or may not threaten job security, working conditions, or employment opportunities. The definition includes an inherent power dynamic and is a form of a threat.
 - (c) Workplace Bullying is a repeated pattern of offensive or intimidation behaviour that can be both physical and psychological in nature.
 - (d) Workplace Violence is threatened, attempted or actual conduct of a person that causes or is likely to cause physical injury.
- 41.05 A complaint of Discrimination, Workplace Harassment, Workplace Sexual Harassment, Workplace Bullying or Workplace Violence shall be submitted to Travel Alberta. Travel Alberta will conduct an investigation in accordance with Workplace Respect Policy & the Safe Harbour Policy. Team Members are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.
- 41.06 Notwithstanding Clause 41.05, should a Team Member have reasonable rationale not to use the Workplace Respect Policy & the Safe Harbour Policy to file a complaint, a Team Member shall have access to Article 20 to resolve their issue.
- 41.07 If natural justice or procedural fairness has not been followed or if the outcome for the complainant under the Workplace Respect Policy & the Safe Harbour Policy was not reasonable, a Team Member shall have access to Article 20 to resolve the issue.

- 41.08 Travel Alberta will not tolerate any form of retaliation against a Team Member who, in good faith, makes a complaint of harassment or discrimination. Frivolous complaints or false allegations may be dealt with in accordance to the Workplace Respect Policy & the Safe Harbour Policy.
- 41.09 Nothing in this Article prevents Team Members who believe that they are being harassed or discriminated against from filing a complaint under the *Alberta Human Rights Act*.

ARTICLE 42 **TERM AND EFFECTIVE DATE**

- 42.01 This Agreement shall be effective from the beginning of the month following the date of signing until March 31, 2020 and shall remain in effect thereafter until a replacement agreement is established under the *Public Service Employee Relations Act*.

ARTICLE 43 **CHRISTMAS CLOSURE**

- 43.01 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.
- 43.02 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 43.01.

ARTICLE 44
CONTRACTING OUT

- 44.01 Travel Alberta will not contract out services that will result in the loss of permanent encumbered bargaining unit positions without meaningful consultation and discussion with the Union.
- 44.02 The Union shall be provided at least ninety (90) days' notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.
- 44.03 Travel Alberta agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Team Members and any anticipated timeframe for the initiative.
- 44.04 During the consultation the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of bargaining unit Team Members by examining potential retraining and redeployment opportunities.
- 44.05 The Union may at any point ask to discuss with the Travel Alberta, services that are currently contracted out for specified work. Upon such a request Travel Alberta agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.
- 44.06 The application of the processes in this Article are subject to the Grievance Procedure in Article 20. The outcome of the process is not subject to the Grievance Procedure.

ARTICLE 45
WORKLOAD

- 45.01 If a Team Member is concerned that they cannot complete assignments or work obligations, it is their responsibility to seek advice and direction from their manager or designate to discuss and resolve their concerns.
- 45.02 Where systemic workload concerns remain unresolved after discussing the matter with their manager, the matter may be raised to the Vice President of their line of business for further review and resolution.
- 45.03 If a Team Member's concerns remain unresolved the matter will be submitted as a written complaint to the CEO or their designate. The Team Member and their Union Representative will meet with the CEO or their designate within fourteen (14) days of receiving the complaint to seek appropriate methods to address the workload.

ARTICLE 46

JOB CLASSIFICATION

46.01 Travel Alberta will provide each Team Member with a copy of their job description upon request. Newly hired Team Members will be provided a copy of their job description upon commencement of employment.

New classifications

46.02 Should Travel Alberta find it necessary to create new classifications during the life of this collective agreement, the new classifications will be included within the scope of this collective agreement provided that:

- (a) the parties to this collective agreement mutually agree that the classification is within the scope of this collective agreement, or, failing that;
- (b) the Labour Relations Board rules that the new classification is within the scope of this collective agreement

46.03 (a) When a new classification is created in accordance with Article 46.02, for which there is no salary range in this Collective Agreement, Travel Alberta may establish an interim salary range and agrees to give written notice to the Union of the new classification and the proposed salary range for such classification within twenty (20) calendar days.

- (b) The Union may contest the proposed salary by sending written notice to the Travel Alberta not later than twenty (20) calendar days from the date of the Travel Alberta's notice.
- (c) Should the Parties not be able to agree to the salary range, the Union may, within sixty (60) calendar days of the date the new classification was created or included in the bargaining unit, refer the salary range to Arbitration. Should the Union not refer the matter to arbitration within the stated time limit, the final position of Travel Alberta shall be implemented.
- (d) If the interim salary is amended as a result of review or arbitration, the amended salary shall be effective from the date the Union received notice from Travel Alberta of the new classification.
- (e) Should the Parties through discussion not be able to agree to a position title, it is understood that Travel Alberta's decision in respect to the position title shall not be subject to the arbitration procedure in this Collective Agreement.

Classification Review

46.04 (a) A Team Member who believes they are improperly classified due to a substantial change in job duties and at least six (6) months have elapsed since the last review, may request a classification review by submitting their rationale for the proposed change in classification and, if applicable, any proposed changes to the position description to their manager, with a copy to Human Resources.

- (b) Within thirty (30) calendar days the manager will provide an approved position description along with the Team Member's rationale to Human Resources, with a copy to the Team Member. Human Resources will convene the classification committee for a review of the position's classification.
- (c) The classification committee will consist of equal representation of the Union and Travel Alberta. Each Party will have three (3) representatives on the committee.
- (d) To the extent possible, a review will be concluded and a decision communicated to the Team Member and manager within thirty (30) calendar days of Human Resources receipt of the updated position description.
- (e) Should the Team Member feel that they have not received proper consideration in regard to a classification review, the matter may be submitted as a grievance at level II and be processed in accordance with Article 21.
- (f) A successful classification review shall be effective from the first bi-weekly pay period following the original request for review submitted to the manager and Human Resources in accordance with 46.04(a).

CLASSIFICATION AND SALARY SCHEDULE

Effective April 01, 2017 Classification and Salary Schedule – 0 % increase

Effective April 01, 2018 Classification and Salary Schedule – 0 % increase (the 0% in year two of the agreement is subject to acceptance of the new proposal on Employment Security)

Effective April 01, 2019 Classification and Salary Schedule – Me Too tied to the Salary increase negotiated between the Government of Alberta and the Alberta Union of Provincial Employees for direct Employees of the Crown pursuant to the Public Service Employee Relations Act

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

LETTER OF UNDERSTANDING #1
BETWEEN
TRAVEL ALBERTA
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

EMPLOYMENT SECURITY

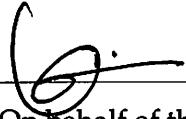
The Parties share an interest in ensuring quality services for stakeholders. This letter of understanding shall provide Employment Security for Permanent Bargaining Unit Team Members who deliver and support those services for the term identified herein.

The provisions of Article 11 Workforce Reduction will be suspended for Permanent Bargaining Unit Employees and be replaced by the provisions contained below for the term of this letter of understanding.

Where the Employer determines that organizational restructuring is required that may impact encumbered positions in the Bargaining Unit, the Parties agree:

1. There will be no involuntary loss of employment for Permanent Bargaining Unit Team Members, as a result of organizational restructuring.
2. To achieve the preceding, the Parties recognize that:
 - (i) adjustments in the workforce may occur through attrition and redeployment,
 - (ii) all retention options will be explored, and
 - (iii) Employees will "remain whole", and where an Employee is faced with an involuntary reduction to pay or Permanent position status (Full-time or Part-time) any shortfalls will be remedied.

The provisions agreed to in this letter of understanding shall have effect on the date of ratification of the collective agreement and shall remain in effect until March 30, 2020.


On behalf of the Employer

15/11/19
Date

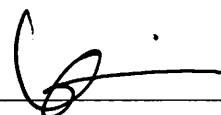

On behalf of the Union

Jun 8th, 2019
Date

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.



On behalf of the Employer



On behalf of the Union

15/1/19

Date



Date

LETTER OF UNDERSTANDING #3
BETWEEN
TRAVEL ALBERTA
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES

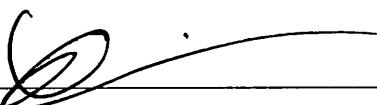
EXCLUSIONS/ INCLUSIONS

Whereas the Parties have agreed to conduct a joint Travel Alberta -Union initiative to review the appropriateness of positions' exclusion from the scope of the bargaining unit;

The parties agree as follows:

1. The Union may identify positions to be reviewed to determine the appropriateness of the positions' exclusion from the scope of the bargaining unit.
2. This work will be undertaken through Travel Alberta Union Relations Committee, which will include the Membership Service Officer and will be based upon agreed-upon criteria for determining inclusion or exclusion from the Bargaining Unit.
3. Within ninety (90) days of ratification the Union will provide a list of all non-bargaining unit positions identified for review. Should the Employer choose to fill an unencumbered non-bargaining unit position during the review it will be added to the position list.
4. The committee will discuss the position(s) under review by reviewing the position information, including but not limited to organizational charts and a position description. If further job information is required or needs to be updated, Travel Alberta will seek such information and update the position description for the identified position for review by the committee.
5. The committee shall meet with an appropriate frequency until all identified positions have been reviewed and a determination rendered.
6. The committee will determine additional terms of reference for this process, including the criteria that will be used for determination of inclusion/exclusion from the bargaining unit. This criterion will be based upon advice from representatives of the Parties on jurisprudence related to the managerial and confidential labour relations capacity exclusions within Public Service Employee Relations Act (PSERA).
7. Positions that are agreed to by the committee as not meeting the managerial and confidential labour relations' capacity for exclusion will be flagged for inclusion in the bargaining unit. Normal Travel Alberta classification processes will apply; however, individuals will be transitioned according to Clauses 10 - 11, below. Travel Alberta will provide the Union the names of individuals to be transitioned one week from the date they are flagged for inclusion.
8. For any positions that will be moving into the bargaining unit by agreement between the Parties or determination by the Alberta Labour Relations Board (ALRB), the twelve (12) month notice period identified in Clause 10 below will commence on the date of such agreement.

9. In the event that the Committee, from time to time, is unable to reach a consensus with respect to the determination of the exclusion/inclusion of any specific position, the dispute may be submitted for determination to the (ALRB).
10. After the twelve (12) month notice period in clause 8, a Team Member that is to be transitioned into the bargaining unit and assigned to an existing bargaining unit classification and pay grade with a current salary:
 - (a) exceeding the maximum salary of the new pay grade will be held over-range;
 - (b) below the maximum salary of the new pay grade will be maintained between pay periods until the Team Member's next salary increase. The new salary will then be at a pay period in the grade that ensures a one-increment increase. The maximum salary of the pay grade will not be exceeded; or
 - (c) below the minimum salary of the new pay grade will be moved to the minimum of the pay grade of the assigned classification.
11. Where there is no appropriate existing classification and pay grade for a Team Member that is transitioned into the bargaining unit, the Team Member will be maintained within their current pay range until a new classification and pay grade has been negotiated during the subsequent round of collective bargaining. Should the Parties not agree to the new classifications and pay grades during the collective bargaining process the matter will be referred to binding arbitration at the conclusion of bargaining.
12. The process established by this Letter of Understanding is the sole mechanism to resolve disputes related to the Joint Employer-Union Exclusions Review except that any complaint alleging the violation of any of the duties and obligations stipulated under this Letter of Understanding may be grieved as a policy grievance at Level 2 pursuant to Article 20 of the Collective Agreement.



On behalf of the Employer



On behalf of the Union

15/11/19

Date

Jun 8th, 2019

Date

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

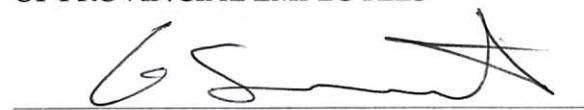
Signed this 8th day of January, 2019.

ON BEHALF OF TRAVEL ALBERTA



WITNESS

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES



WITNESS