



The Alberta Teachers' Association

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**Agreement  
on Terms  
and Conditions  
of Employment  
with Professional Staff**

Effective 2018 09 01

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## 1. DEFINITIONS AND APPLICABILITY

- 1.1 This agreement shall apply to the Professional staff employed by the Alberta Teachers' Association (ATA).
- 1.1.1 The Alberta Teachers' Association (the Employer) recognizes the ATA Professional Staff Association (the PSA) as the exclusive bargaining agent for the Employer's Professional staff as defined in Article 1.2.3.
- 1.1.2 The parties agree to exclude the following positions from the scope of the bargaining unit:
- human resources staff
  - director, information and technology services
  - treasurer/chief financial officer
  - assistant to the executive secretary
  - records and information manager, privacy officer and archivist.
- 1.1.3 The parties agree that the following positions, which remain within the scope of the bargaining unit, will not act as representatives on the PSA Negotiating Committee:
- deputy chief financial officer
  - enterprise infrastructure architect, team lead.
- 1.1.4 Terms and conditions of employment for excluded Professional staff shall be no less favourable than those contained within this Agreement. Excluded Professional staff shall be eligible for membership in the Professional Staff Association.
- 1.2 In this agreement:
- 1.2.1 The Employer shall mean the Alberta Teachers' Association, that body established by the *Teaching Profession Act* (RSA 2000 c T-2);
- 1.2.2 The PSA shall mean the ATA Professional Staff Association, that body established by the bylaws of the ATA Professional Staff Association;
- 1.2.3 Professional staff shall mean those Employees of the Alberta Teachers' Association designated by Provincial Executive Council;
- 1.2.4 Employee shall mean a person classified as Professional staff;
- 1.2.5 Designee of the Executive Secretary shall mean any Associate Executive Secretary as designated by the Executive Secretary or any other employee of the Alberta Teachers' Association designated in writing to the PSA by the Executive Secretary.
- 1.2.6 Service shall mean any period of employment by the Alberta Teachers' Association as an Employee except periods of leave without pay;

- 1.2.7 Immediate family shall mean spouse, common-law partner, child, parent, sibling, parent of spouse, or members of the Employee's household;
- 1.2.8 Common-law partner shall mean a person not married to the Employee who has lived with the Employee in a spousal relationship for a period of not less than two years;
- 1.2.9 Year shall mean collective agreement year (September 1 to August 31) unless otherwise stated.

1.3 Dues:

- 1.3.1 The Employer shall deduct the monthly membership dues set by the PSA from each Employee's gross earnings, exclusive of disability benefits. Those dues shall be remitted to the PSA, or other authorized representative, by the 15<sup>th</sup> day of the next month. The remittance shall be accompanied by a report listing Employees.
- 1.3.2 The PSA shall advise the Employer, in writing, 30 days in advance of the establishment of, or change in, membership structure.

**2. TERM OF AGREEMENT**

- 2.1 This two-year agreement shall take effect on 2018 09 01 and shall continue in effect until changed as a result of negotiations between the PSA and the Employer.
- 2.2 The Employer is under no obligation to replace Employees who are on approved leaves of absence.

**3. MEETINGS OF PROFESSIONAL STAFF**

- 3.1 The PSA may schedule a 45 minute meeting following each PS meeting to a total of 3 hours over the course of an operational year.

**4. DUTIES OF PROFESSIONAL STAFF**

- 4.1 Employees shall perform their duties and responsibilities during such hours as may be reasonably required to fulfill effectively their responsibilities and assignments.
- 4.2 Specific duties shall be as assigned from time to time by the Executive Secretary or designee.

**5. VACANCIES AND TRANSFERS**

- 5.1 The Employer will ensure that employee vacancies (retirement, terminations, or long-term illness) are filled in a timely manner.

- 5.2 Employees who are promoted or transferred will commence a three-month trial period in the new position. During this trial period, the Employer may choose to return the Employee to the position held immediately prior to the move.

## **6. SALARY**

- 6.1.1 All provisions for paid vacation, sick leave and leave with pay shall be pro-rated for part-time employees.
- 6.1.2 All salaries referred to herein are in respect of a 12-month period, unless otherwise specifically stated.
- 6.1.3 A list of in-scope Professional staff positions and corresponding categories will be available from human resources staff upon request.
- 6.2 Salary Schedule
- 6.2.1 The salary schedule for each classification of Professional staff shall be as set forth in Appendix A.
- 6.2.2 An Employee's initial placement within a grade is determined upon appointment. Factors such as previous experience, scarcity or uniqueness of required skills, and exceptional ability may be recognized by placement above the minimum salary for that grade. An Employee shall advance at the rate of one step for each full year of service to a maximum of step five.
- 6.3 Salary Payment
- 6.3.1 Normally, employees will be paid on the 15th and the last day of each month. When the 15th or the last day of the month falls on a Saturday, Sunday, Monday or statutory holiday, payment is made on the preceding work day.
- 6.4 Hours of Work
- 6.4.1 The normal minimum work week is 35 hours for those Employees who are full-time. Employees who work less than 35 hours are considered part-time Employees.
- 6.4.1.1 Employees recognize that salaries and holiday provisions provided in this agreement are intended to compensate in full for a reasonable number of overtime hours.
- 6.4.1.2 Regular daily hours of work are to be arranged with the coordinator and may be altered or varied, within reason.
- 6.4.1.3 In recognition of the need for a reasonable amount of overtime hours Employees will be credited with 5 lieu days per operational year, pro-rated to FTE and date of hire. Lieu days must be taken in half or full-day increments. Lieu days must be approved by the coordinator; no more than

one day in lieu may be taken in a week. Lieu days must be used within the operational year they are awarded. Unused lieu days will expire on September 1.

- 6.4.1.4 Except in cases where information technology or building infrastructure are at risk, additional hours worked on a Saturday, Sunday or statutory holiday require the prior approval of the coordinator.
- 6.4.1.5 If an Employee or the coordinator is concerned that the hours of work required to complete the duties and responsibilities is excessive, they may request a meeting to discuss their concerns. Coordinators will respond to meeting requests within a reasonable amount of time.
- 6.4.2 Notwithstanding other compensatory provisions in the agreement, Employees who are required to work on a Saturday, Sunday or a statutory holiday will receive compensatory time off as a half day (minimum 3.5 hours worked) or full day (minimum 7 hours worked.) This does not include time related to travel and attendance at an Employee- initiated approved PD activity.
  - 6.4.2.1 When duties require work outside of the home office (Barnett House or SARO) only time actually worked, travel time and required standby time shall be counted as hours worked.
- 6.4.3 The Employee shall be entitled to compensatory time for overtime determined by clauses 6.4.2 and 6.4.2.1.
  - 6.4.3.1 Compensatory time may be taken at a time mutually convenient to the Employee and the coordinator.
  - 6.4.3.2 Compensatory time should be taken as soon as possible, preferably by the end of the second month following the month in which it was worked.
  - 6.4.3.3 Compensatory time may be added to annual vacation entitlement.
  - 6.4.3.4 Any entitlement to compensatory time acquired during a one-year period from September 1 to August 31 not used by the end of the following operating year shall be paid out according to the *Employment Standards Code*.
- 6.4.4 The Executive Secretary or designee retains the right to specify the date(s) upon which the Employee will take the compensating time.
- 6.4.5 Effective January 1, 2017 article 6.4 will not apply to employees holding positions with International Education Exchange Program (IEEP); hours of work will be outlined in Appendix X.
- 6.4.6 Effective 2019 09 01 article 6.4 will not apply; hours of work will be outlined in Appendix B.

## 6.5 Reduced Hours of Work Plan

- 6.5.1 The purpose of this plan is to reduce staffing costs by permitting permanent, full-time Employees to initiate requests for reduced hours of work.
- 6.5.2 The Employer shall be under no obligation to grant such requests.
- 6.5.3 Employees permitted to reduce hours of work will have their salaries adjusted accordingly and all entitlements including vacation, sick leave, other leaves, pension contributions, general holidays and other entitlements will be prorated unless otherwise specified in this agreement.
- 6.5.4 Employees whose work hours equal or exceed 80 per cent of full-time employment shall maintain the right to Employer contributions to all benefits under the ASEBP as if they maintained full-time hours.
- 6.5.5 Employees whose work hours are less than 80 per cent of full-time employment shall have the Employer portion of premiums for the above-specified plans pro-rated.
- 6.5.6 The Employer, in response to written requests, will return Employees to full-time status in the same salary grade within 90 calendar days provided there is sufficient work within the Professional staff complement to allow for resumption of full-time status and Employees have the skills to perform the available work.

## 7. GROUP INSURANCE

- 7.1 It shall be a condition of employment that all Employees who cannot demonstrate similar coverage under another plan shall participate in:
  - 7.1.1 ASEBP Extended Disability Income Benefit, Plan D
  - 7.1.2 ASEBP Life Insurance and AD & D, Plan 2
  - 7.1.3 ASEBP Extended Health Care, Plan 1
  - 7.1.4 ASEBP Dental Care, Plan 3
  - 7.1.5 ASEBP Vision Care, Plan 3
- 7.2 The Employer shall pay 100% of the benefit premiums for:
  - 7.2.1 ASEBP Extended Disability, Plan D
  - 7.2.2 ASEBP Life Insurance and AD & D, Plan 2
  - 7.2.3 Single or family coverage under ASEBP Extended Health Care, Plan 1
  - 7.2.4 Single or family coverage under ASEBP Dental Care, Plan 3
  - 7.2.5 Single or family coverage of ASEBP Vision Care, Plan 3

- 7.3 An Employee who is in receipt of benefits from the ASEBP Extended Disability plan shall have the Employer's share of benefit premiums continued pursuant to the following formula: one month's premium for each full year of service.
- 7.4 Health-Wellness Spending Account
- 7.4.1 Effective 2018 09 01 the Employer shall fund a health-wellness spending account by allocating \$2050.00, or 1% of the Employees basic salary, whichever is the higher amount.
- 7.4.2 The plan shall be administered by ASEBP.
- 7.5 At retirement or age 55, whichever occurs later, the Employer shall continue to pay the benefit premiums for ASEBP Option 2 Life Insurance and Accidental Death and Dismemberment (Plan 3), Extended Health Care (Plan 3) and Dental Care (Plan 4) on behalf of Employees in receipt of monthly pension benefits from the Office Staff Pension Plan or the Teachers' Retirement Fund until said staff reach age 65 for Employees who retire on or before 2012 08 31. For Employees who retire after 2012 08 31, the Employer shall make a contribution of 70% of premiums for Employees who choose to maintain Option 1 benefits until said staff reach age 65. Effective 2015 06 01, the Employer shall pay 100% of Option 1 benefit premiums on behalf of retired Employees until age 65.

## **8. EXPENSES**

- 8.1 Each Employee shall be reimbursed for reasonable out-of-pocket expenses incurred when on authorized business of the Employer, as verified by expense vouchers signed by the appropriate budget controller. Expense claims must be submitted within 90 days of the authorized business.

## **9. ANNUAL VACATION**

- 9.1 Each Employee shall be entitled to annual vacation according to the following schedule:  
 —first annual vacation shall be calculated at the rate of number of months employed x  $1/12 \times 20$  working days.  
 —up to and including the fourth full year of service—20 working days.  
 —in the fifth full year of service up to and including the 10th full year of service—25 working days.  
 —in the 11th and subsequent full years of service—30 working days.
- 9.2 Vacation dates shall be approved by the program area coordinator.
- 9.3 Vacation calculations of entitlement shall be in respect of the year September 1 to August 31 and may be taken until December 31 of the following calendar year.
- 9.4 Up to two weeks of each annual entitlement may be deferred to a maximum of three weeks. Deferred vacation must be used within three years of deferral. Any unused

deferred vacation at September 1 shall be paid out at the rate of 1/225ths of the Employee's then current salary for each day.

- 9.5 Notwithstanding Clause 9.3, on September 30 of each year, human resources shall provide to the Executive Secretary or designee a list of Employees who have vacation entitlement that must be used by December 31 of that year. The Executive Secretary or designee shall meet with each Employee and schedule the outstanding vacation entitlement that must be used by December 31. If the outstanding entitlement cannot be scheduled such that it will be used prior to December 31, the Executive Secretary or designee may schedule it to be completed by the following December 31. After that, if there is still outstanding vacation entitlement, the Association shall pay it out at the rate of 1/225ths of the Employee's then current salary for each day.
- 9.6 One long service "bonus holiday week" will be granted after 10 full years of service and one after each five additional full years of service. This week is to be taken within two years of becoming entitled to it.
- 9.7 In the event that an Employee becomes ill while on approved vacation, additional vacation credit to the extent of the time of the illness will be granted, to be taken at a time approved by the Employee's coordinator, provided that the illness was in excess of six days, not including Saturday or Sunday, and that the Employee can establish by a doctor's certificate that the illness was of sufficient severity as to have disabled the Employee from attending work had the Employee not been on vacation.
- 9.8 Effective September 1, 2017 Article 9 will not apply to Employees holding positions with IEEP; hours of work will be outlined in Appendix X.

## **10. SICK LEAVE**

- 10.1 Each Employee shall be entitled to a maximum of 20 working days of sick leave with pay in each full year of employment by the Alberta Teachers' Association, such entitlement to be credited on September 1 of each year.
- 10.2 The unused portion of the sick leave so granted shall accumulate at the completion of each full year of employment to a maximum of 180 working days.
- 10.3 Employees who are on sick leave and have exhausted their entitlement shall be placed on two-thirds salary until such time as they become eligible for benefits under the Alberta School Employee Benefit Plan or return to active duty, whichever occurs first. Employees are not eligible for payment under this clause while in receipt of benefits under clause 11.3.2.
- 10.4 Where an Employee has been absent for three or more consecutive working days, the Employer may request a medical certificate covering the entire period of absence.

- 10.5 Where there are concerns about the health and safety of an employee, there will be a requirement to provide a doctor's certificate indicating their ability fitness for work and/or identifying any accommodations that may be required.
- 10.6 Where the Association has concerns regarding the health and safety of an employee it may request an employee to undergo a medical examination by a medical practitioner named or approved by the Association.

## **11. LEAVE**

### **11.1 Sabbatical Leave**

- 11.1.1 Sabbatical leave may be granted by the Executive Secretary upon the application of an Employee for reasons of study or travel or for other reasons that, in the opinion of the Executive Secretary, will advance the interests of the Employer.
- 11.1.2 If leave is granted under clause 11.1.1, the Employee shall be entitled to a maximum of two months' leave for each year of service as an Employee except that no single leave shall exceed 12 consecutive months.
- 11.1.3 Applications for sabbatical leave shall be submitted to the Executive Secretary at least six months before the intended commencement of the leave, with a decision to be rendered within three months.
- 11.1.4 Employees who are granted sabbatical leave shall give an undertaking in writing to return to their duties following the expiration of said leave for a period at least twice the length of the leave. The penalty for earlier resignation shall be repayment of the amount of salary assistance pro-rated to the return service not rendered.
- 11.1.5 An Employee who is granted sabbatical leave shall receive pay at the rate of 75 per cent of gross salary and continuity of benefits, except accrual of vacation and sick leave entitlement, in respect of the period of leave.
- 11.1.6 A period of sabbatical leave shall be considered as a period of service for the purposes of this agreement, except in the consideration of eligibility for subsequent sabbatical leaves.
- 11.1.7 Upon termination of sabbatical leave, the Employee shall be returned to a position on the salary grid no less favourable than that held at the commencement of the leave.

### **11.2 Leave with Pay**

- 11.2.1 An Employee shall be granted without loss of pay the following:
- a) up to five days' leave, together with up to two days' travelling time for distances of more than 400 kilometres, in the event of death in the Employee's, common-law partner's or spouse's immediate family;

- b) up to three days' leave, together with up to two days' travelling time for distances of more than 400 kilometres, in the event of critical illness in the Employee's, common-law partner's or spouse's immediate family, provided that request for such leave be made to human resources and that evidence of the critical illness be produced upon request;
- c) up to three days' leave per year for the care of a child, spouse or member of the Employee's immediate household;
- d) up to three days' leave on the birth of a child to an Employee's spouse or common-law partner or for the purpose of completing the necessary documentation and receiving a child to be adopted;
- e) up to one day's leave per year for a change of domicile;
- f) up to one day's leave per year for personal business, effective 2019 09 01 up to four days per year;
- g) leave necessitated by jury or witness duty, with the Employee's salary adjusted pursuant to the fee, if any, received for the performance of said duty;
- h) leave necessitated by impassable road conditions or suspension of public transportation; and
- i) up to two days' leave per year for the care of a parent, parent-in-law, grandparent or grandparent-in-law.
- j) up to three days paid leave per negotiation cycle for up to three members of the PSA negotiating committee to prepare for negotiations. Time spent on negotiations must be recorded on the Employee's time sheet.
- k) effective September 1, 2017 article 11.2 will not apply to Employees holding positions with IEEP; hours of work will be outlined in Appendix X.

### 11.3 Maternity/Adoption and Parental Leave

- 11.3.1 Employees are entitled to maternity, adoption and parental leave.
- 11.3.2 A Supplementary Benefits Plan (SUB plan) is provided to supplement the Employment Insurance benefits received by Employees for temporary unemployment necessitated by maternity or adoption leave.
- 11.3.3 All Employees on maternity or adoption leave are covered by the SUB plan. In any week, the total amount of SUB, employment insurance gross benefits and any other earnings received by the Employee will equal 100 per cent of the Employee's normal weekly earnings.
- 11.3.4 The Employer shall top up employment insurance benefit payments to provide 100 per cent of full salary for an Employee on maternity leave for a period of up to 17 weeks and up to 12 weeks for adoption leave. The remainder of the maternity or adoption leave will be pursuant to Article 11.4, except that an Employee who is on extended maternity or adoption leave shall have the Employer's share of benefit premiums continued pursuant to the following formula: one month's premium for each full year of service. The health spending account provided under Clause 7.4 will continue to apply throughout the top-up period of the leave.

- 11.3.5 Maternity leave shall be granted under conditions as specified below:
- a) The maternity leave will begin at the discretion of the Employee. The Employee shall, when possible, notify human resources of the leave requirements three months in advance of the first day of said leave.
  - b) In any event, the Employee shall give human resources no less than six weeks' notice, in writing, of the first day of leave.
  - c) Human resources may request a statement from a physician indicating the approximate date of delivery.
  - d) In any event, maternity leave shall begin no later than the actual date of delivery.
  - e) Maternity leave shall be without pay except as provided in Clause 11.3.4.
  - f) The Employee may terminate the leave at any time up to eighteen months following the date of delivery. The expected leave termination date shall be indicated at the commencement of the leave.
  - g) In any event, the Employee shall give human resources no less than four weeks' notice, in writing, of the intended return date.
- 11.3.6 Before commencing maternity leave, each Employee shall be eligible for either option i) or ii) as follows:
- i) If the Employee commences an absence due to medical reasons prior to 13 weeks before the estimated date of delivery and continues until the date of delivery, the Employee shall access sick leave until eligible for extended disability benefit.
  - ii) If the absence begins within the 13 week period before the estimated date of delivery, or on the date of delivery, the Employee shall choose either (a) or (b) below. Such choice shall apply until the Employee returns to work after the delivery.
    - a) The Employee may access the supplementary employment benefits (SUB) plan.
    - b) The Employee may access sick leave entitlement with pay for the period of sickness or disability to the date of delivery or to the maximum of the Employee's credited sick leave entitlement.
- 11.3.7 Employees shall be granted adoption leave under conditions as specified below:
- a) The adoption leave will begin at the time of adoption. The Employee shall notify the human resources manager of the leave requirements.
  - b) The Employer will pay salary during the one-week waiting period and provide up to 11 weeks of SUB benefits.
  - c) The Employee may terminate the leave at any time up to eighteen months following the date of adoption. The expected leave termination date shall be indicated at the commencement of the leave.
  - d) In any event, the Employee shall give human resources no less than four weeks' notice, in writing, of the intended return date.

- 11.3.8 The Employer's Supplementary Benefits Plan (SUB) regulations include the following:
- a) Employees must apply for and must be in receipt of employment insurance benefits before they will receive SUB payments. Exception to the foregoing is the one-week Employment Insurance waiting period.
  - b) Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the legislation.
  - c) Employees must provide human resources with proof that they are receiving EI benefits before receiving payments under the plan or that they are in the one-week waiting period. Employees are also required to submit records of any other earnings received.
  - d) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB plan.
  - e) The Employer will incorporate legislated changes to the SUB plan.

11.3.9 Parental leave shall be granted in accordance with Employment Standards legislation.

#### 11.4 Leave Without Pay

- 11.4.1 Leave without pay may be granted at the discretion of the Executive Secretary or designee.
- 11.4.2 At the commencement of the leave, accrued salary and holiday pay shall be paid out less monies owing the Employer, and, upon request, the EI record of employment shall be issued.
- 11.4.3 An extended leave will normally result in termination of benefits for the duration of the leave. However, if the leave is for part-time study, travel, recuperation of health or adoption or maternity leave in excess of 17 weeks, the Employee may arrange to receive continuity of benefits by bearing the total cost of contributions to the benefit plans. Notwithstanding the above, the extended maternity/adoption leave benefits are pursuant to the provisions of clause 11.3.4.

#### 11.5 Deferred Salary Leave Plan

- 11.5.1 The employer agrees to implement a Deferred Salary Leave Plan as approved by Canada Revenue Agency and in accordance with the *Income Tax Act* and Canada Revenue Agency regulations. The parties to this agreement are aware that any such plan must meet the foregoing requirements and further agree that the employer shall be held harmless should any proposed plan not be acceptable to Canada Revenue Agency.

- 11.5.2 Any Employee wishing to participate in the Deferred Salary Leave Plan shall apply in writing to the Executive Secretary at least three months prior to the proposed date of enrolling in the plan. The Executive Secretary shall advise the Employee as to the approval/dPSApproval of the application within 60 days of its receipt.
- 11.5.3 The Employer shall be under no obligation to grant such requests.
- 11.5.4 If the request is approved, the Employee and the Employer shall complete and sign a formal agreement stipulating the conditions of participation in the plan.
- 11.5.5 Any other provisions in this agreement notwithstanding, the period during which the Employee is on approved deferred salary leave shall not constitute service for experience increment, vacation entitlement or sick leave purposes.
- 11.5.6 The Employee's benefits will be maintained by the Employer during the deferred salary leave period provided that the Employee requests such in writing three months prior to date of leave. The Employee shall pay to the employer the full cost of any benefit premiums paid on the employee's behalf.
- 11.5.7 An Employee on deferred salary leave shall not be entitled to any other provisions of this agreement.
- 11.5.8 Upon return from deferred salary leave, the Employee shall be entitled to a position on the salary grid no less favourable than that held at the commencement of the leave.
- 11.5.9 The Employer shall administer and bear the administrative costs of the Deferred Salary Leave Plan.

## **12. CONFERENCE SUPPORT**

- 12.1 The Employer shall set aside on September 1 each year the sum of \$25,000 for conference support and shall maintain the fund, allocating interest at the rate earned by the Employer.
- 12.2 The funds in Clause 12.1 shall be expended at the direction of a committee of three, two PSA Employees and the Executive Secretary or designee. Reporting of individual conferences will be as prescribed by the committee. Any unused funds shall carry over to the following year.
- 12.3 Notwithstanding the above provisions, the Executive Secretary or designee may deny conference support applications which do not meet established criteria or which may unduly disrupt the Employer's operations.

## **13. STAFF DEVELOPMENT DAY**

- 13.1 The Employer shall allocate annually an amount of \$125 per Employee for the purpose of an Professional staff development day.

- 13.2 The staff development day shall be organized by a committee of at least two PSA members and the Executive Secretary or designee. The Executive Secretary or designee will approve the date of the proposed activity.
- 13.3 All Employees will be entitled to participate in this annual staff development activity.

**14. MEMBERSHIP FEES IN PROFESSIONAL ORGANIZATIONS**

- 14.1 The Employer shall allocate annually an amount of \$3,000 for the purposes of this clause.
- 14.2 Employees may apply in any one year for membership in any organization or organizations directly related to their assignment to a maximum of \$500 per Employee.
- 14.3 Membership applications must be submitted to the Executive Secretary or designee.

**15. MEAL ALLOWANCE**

- 15.1 For authorized overtime which extends the time worked in a day beyond 9 hours and after 1830, an Employee will be entitled to claim an allowance of \$20.00 if the Employer has not supplied a meal in connection with the overtime. Authorized overtime in excess of 3 hours worked on a normal day of rest or statutory holiday will also qualify for this allowance. Claims must be submitted within 90 days of the overtime worked.

**16. PENSION PLAN**

- 16.1 The Employer shall maintain a Pension Plan.
- 16.2 Participation in the plan is automatic for all eligible Employees.

**17. TRAVEL INSURANCE**

- 17.1 The Employer shall effect and keep in force for the benefit of each Employee or estate, insurance coverage against death or dismemberment resulting from accident arising while travelling on Employer business.

**18. TERMINATION OF EMPLOYMENT**

- 18.1 Death
  - 18.1.1 On the death of an Employee, a payment shall be made to the Employee's named beneficiary or, if none, the estate, calculated at the rate of one month's current salary for each three completed years of service or major fraction thereof to a

maximum of five months' salary, together with salary and accrued vacation pay to the date of death.

## 18.2 Resignation or Retirement

18.2.1 On retirement, an Employee will be entitled to receive one month's current salary for each four completed years of service to a maximum of four months' salary, together with salary and accrued vacation less monies owing the Employer to the date of retirement. An Employee will give the Employer a minimum notice of 60 calendar days and will forfeit the entitlement if written notice is not provided to the Employer within said time-frame.

18.2.2 On resignation, an Employee will be entitled to receive one month's current salary for each four completed years of service to a maximum of four months' salary, together with salary and accrued vacation less monies owing the Employer to the date of resignation. An Employee resigning will give the employer a minimum notice of 30 calendar days and will forfeit the entitlement if written notice is not provided to the Employer within said time-frame.

## 18.3 Early Retirement Incentive Plan

18.3.1 The Employer shall offer an Early Retirement Incentive Plan to any Employee who at the effective date of retirement:

18.3.1.1 will be 55 years of age or older and

18.3.1.2 will have 10 or more years of service with the Employer.

18.3.2 An Employee who applies in writing shall receive an incentive calculated as follows, where N is [(maximum minus minimum of member's salary grade) x 2.5 x 0.030 x years of service rounded up for partial years]:

<u>Age</u>	<u>Percentage of N</u>
55	70
56	70
57	80
58	80
59	100
60	100
61	100
62	80
63	60
64	40

18.3.3 The Employee may select one of the following schemes for payment of the incentive:

18.3.3.1 equal annual payments in the amount of the incentive divided by (a) five or (b) the number of years between the Employee's age and age 65, whichever is lesser. The Employee shall advise the Employer of the date of the first payment.

18.3.3.2 a single payment equivalent to the incentive, payable on the advice of the Employee within the 12-month period following retirement.

18.3.4 Any balance of the incentive owing at time of death shall be paid to the Employee's named beneficiary under the pension plan to which the Employee last contributed. For the purpose of this clause, pension plan shall mean either the Office Staff Pension Plan or the Alberta Teachers' Retirement Fund.

**18.4 Discipline or Discharge**

18.4.1 There shall be no discipline or discharge except for just cause, or except for a bona fide lay-off. The discipline or discharge of Employees with less than one year's service shall be assessed on a probationary standard.

**18.5 Dismissal for Cause**

18.5.1 The Employer reserves the right to dismiss an Employee for cause, without the giving of notice. In all such cases, the payment to the Employee of benefits accrued to the time of dismissal, other than those required by law, shall be at the discretion of the Employer.

**19. NEGOTIATING PROCEDURES**

19.1 Following request of PSA or the Employer to negotiate, the following time frames will be adhered to:

- a) first meeting scheduled to occur not more than 30 days following receipt of request;
- b) at the first negotiating meeting between the parties, bargaining proposals or a list of issues shall be exchanged;
- c) negotiations to be completed within 60 days following first meeting. A one-time extension of 30 days will be allowed if both parties agree.

19.2 A committee elected by the PSA, not including those Employees of Professional staff excluded from the bargaining unit as identified in clauses 1.1.2 and 1.1.3, shall meet with a committee named by the Employer to discuss amendments to the collective agreement between the Employer and the Professional Staff Association which may be brought forward by either party.

19.3 Amendments which are acceptable to the representatives of the parties shall be referred to their respective principals for approval.

19.4 Proposed amendments (if any) on which agreement cannot be reached shall be submitted to a Conciliation Committee.

19.4.1 The Conciliation Committee shall consist of one representative named by the Employer, one representative named by the PSA and a chair selected by these two. Each party must choose a representative within 30 days of agreement to proceed to conciliation. These time periods cannot be extended without the

written agreement of both parties. The selected representatives will endeavour to choose a chair within a further 30 days from the date at which they are both appointed.

- 19.4.2 The Conciliation Committee shall endeavour to assist the parties in arriving at an agreement. In the event that a conciliation agreement cannot be arrived at, the Conciliation Committee shall write an award on each item in dispute.
- 19.4.3 The award of the majority of members of the Conciliation Committee shall be binding on both parties. If there is no majority, the award of the chair is binding.
- 19.4.4 Each party to conciliation shall bear the cost of its representative and the two parties shall bear equally the cost of the chair.

## **20. GRIEVANCE PROCEDURE**

- 20.1 Any difference between any Employee or Employees acting collectively and the Employer concerning the interpretation, application, operation or alleged violation of this agreement shall be dealt with as follows, without stoppage of work or refusal to perform work.
- 20.2 **Step One (Initial Resolution Procedure)**  
Within 10 days of being aware of this difference, any Employee who has a grievance or any Employees acting collectively who have a grievance arising out of this agreement shall contact the Executive Secretary or designee and make an effort to resolve the difference at an informal meeting. If this difference cannot be resolved informally within 10 days, the nature of the grievance must be outlined in writing and presented to the Executive Secretary or designee within five days.
- 20.3 **Step Two (Grievance Procedure)**  
If the grievance has not been settled within 20 days after the date of the submission of the grievance to the Executive Secretary or designee, the Employee or Employees acting collectively may request in writing that the interpretation committee consider the grievance.
- 20.4 There shall be established an interpretation committee, composed of two representatives of the PSA and two representatives of the Employer.
- 20.5 It shall be the duty of this committee to meet and to endeavour to resolve all grievances concerning the interpretation, application, operation or any alleged violation of this agreement.
- 20.6 A quorum of this committee shall consist of all members.
- 20.7 When the interpretation committee receives notice of the submission of a grievance, it shall be required to give its decision within 30 days following receipt of such notice and shall dispose of each grievance before proceeding to another, except where, by

unanimous consent of the committee, the hearing of such grievance is adjourned for the purpose of obtaining further information.

- 20.8 If the committee reaches unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- 20.9 Step Three (Arbitration Procedure)  
If the interpretation committee does not reach a unanimous or any decision, the PSA or the Employer may by written notice, served within 21 days after the date on which the committee voted on the disposition of the grievance, require the establishment of an arbitration board as hereinafter provided. If such notice is not served within the time limit the grievance shall be deemed to be at an end. The PSA and the Employer may by mutual agreement consent to postpone the hearing of the arbitration board. Such notice shall contain a statement of the nature of the grievance.
- 20.10 The PSA and the Employer shall each appoint one representative on the arbitration board within seven days of such notice, and the two representatives so appointed shall select a chair.
- 20.11 The board shall determine its own procedure but shall give full opportunity to the PSA and to the Employer to present evidence and to be heard.
- 20.12 The board shall not change, modify or alter any of the terms of this collective agreement. All grievances or differences submitted shall present an arbitrable issue under this collective agreement and shall not depend on or involve an issue or contention by the PSA or by the Employer which is contrary to any provisions of this collective agreement or which involves the determination of a subject matter not covered by or arising during the term of this collective agreement.
- 20.13 The board shall give its decision not later than 20 days after the appointment of the chair, except that with the consent of the PSA and the Employer such limitation of time may be extended. The findings and decision of a majority of the members of a board shall be the findings and decision of the board and shall be binding upon the PSA and the Employer.
- 20.14 The PSA and the Employer shall each bear the expenses of their respective nominee and the two parties shall bear equally the expenses of the chair.
- 20.15 Where any reference in this article, grievance and interpretation procedures, are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory holidays, July and August.
- 20.16 By mutual agreement between the Employer and PSA any dates contained in this article may be extended.

**21. UNION STAFF GRIEVANCES**

21.1 Should a union staff grievance be filed involving one or more Employee(s), the Employee(s) shall be notified and be involved in the grievance meeting. Each Employee can elect to have a member of Professional staff present during the grievance meeting. A copy of the union grievance shall be forwarded to any Employee(s) named in the grievance.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019 on behalf of:

PROFESSIONAL STAFF ASSOCIATION

ALBERTA TEACHERS' ASSOCIATION

[Redacted signature area]

Cory Hare

Brian Andrais

[Redacted signature area]

Cheryl O'Brien

Denise Wladyka

[Redacted signature area]

Jen Janzen

Joni Turville

## Appendix A

### Professional Staff Grid effective 2018 09 01 (1.75% increase)

Cat/Step	0	1	2	3	4	5	Increment
A	\$62,117	\$65,452	\$68,787	\$72,122	\$75,456	\$78,790	\$3,335
B	\$66,103	\$69,547	\$72,992	\$76,436	\$79,880	\$83,324	\$3,444
C	\$70,155	\$73,780	\$77,407	\$81,035	\$84,662	\$88,289	\$3,625
D	\$74,905	\$79,199	\$83,492	\$87,784	\$92,078	\$96,369	\$4,294
E	\$80,849	\$85,630	\$90,409	\$95,188	\$99,969	\$104,750	\$4,781
F	\$89,694	\$95,116	\$100,539	\$105,960	\$111,384	\$116,806	\$5,422
G	\$98,849	\$105,067	\$111,284	\$117,502	\$123,720	\$129,938	\$6,218
H	\$109,727	\$116,629	\$123,531	\$130,431	\$137,334	\$144,235	\$6,902

### Professional Staff Grid effective 2019 09 01 (1% increase)

Cat/Step	0	1	2	3	4	5	Increment
A	\$62,738	\$66,107	\$69,475	\$72,843	\$76,211	\$79,578	\$3,369
B	\$66,764	\$70,242	\$73,722	\$77,200	\$80,679	\$84,157	\$3,478
C	\$70,857	\$74,518	\$78,181	\$81,845	\$85,509	\$89,172	\$3,661
D	\$75,654	\$79,991	\$84,327	\$88,662	\$92,999	\$97,333	\$4,337
E	\$81,657	\$86,486	\$91,313	\$96,140	\$100,969	\$105,798	\$4,829
F	\$90,591	\$96,067	\$101,544	\$107,020	\$112,498	\$117,974	\$5,476
G	\$99,837	\$106,118	\$112,397	\$118,677	\$124,957	\$131,237	\$6,281
H	\$110,824	\$117,795	\$124,766	\$131,735	\$138,707	\$145,677	\$6,971

## **Appendix X**

Effective September 1, 2017 the following will apply to Employees holding positions with International Education Exchange Program (IEEP.)

### **1. IEEP Hours of Work**

- 1.1 Articles 6.4, 8, and 11.2 will not apply to Employees holding positions with IEEP.
- 1.2 Each IEEP Employee shall establish hours of work in order to complete duties and responsibilities as assigned.
- 1.3 Hours of work are to be arranged with the coordinator and may be altered or varied, within reason.
- 1.4 A Full Time IEEP Employee will provide 215 days of service per operational year. Part-time Employees will provide days of service on a pro-rated basis.
- 1.5 For those IEEP Employees not eligible to participate in ATRF, the Association will contribute 5% of gross salary into an RRSP of the Employee's choice.
- 1.6 If an Employee or the coordinator is concerned that the hours of work required to complete the duties and responsibilities is excessive, they may request a meeting to discuss their concerns. Coordinators will respond to meeting requests within a reasonable amount of time.

## **Letter of Understanding**

### **RE: Article 6.4 Hours of Work**

Any deferred vacation in excess of 15 days as at September 1, 2020 shall be paid out at as per clause 9.4

The PSA and Association Negotiating Committees will meet as needed at the request of either party to discuss matters relating to the implementation of this Agreement.

## **Letter of Understanding**

### **RE: Appendix B Article 6.4 Hours of Work Effective 2019 09 01**

#### **Hours of Work**

- 6.4.1 The normal minimum work week is 35 hours for those Employees who are full-time. Employees who work less than 35 hours are considered part-time Employees.
- 6.4.2 A normal workweek will consist of five days, scheduled between Sunday and Saturday.
- 6.4.3 Normal hours of work are to be arranged with the coordinator or designee and may be altered or varied, within reason.
- 6.4.4 When duties require work outside of the home office (Barnett House or SARO) only time actually worked, travel time and required standby time shall be counted as hours worked.
- 6.4.5 If an Employee or the coordinator is concerned that the hours of work required to complete the duties and responsibilities of the position is excessive, they may request a meeting to discuss their concerns. Coordinators will respond to meeting requests within a reasonable amount of time.
- 6.4.6 Article 6.4 will not apply to employees holding positions with International Education Exchange Program (IEEP); hours of work will be outlined in Appendix X.

#### **Flexibility**

- 6.4.7 Employees may alter or vary daily hours of work, within reason and in consultation with the coordinator or designee, in order to attend to their personal and professional needs. When hours of work are adjusted those hours will not be considered overtime.

#### **Overtime**

- 6.4.8 For full time Employees, time worked in excess of 35 hours per week or seven hours per day is overtime.
- 6.4.9 For part-time Employees, time worked above the Employee's FTE and below the threshold for overtime will be compensated at the Employee's regular rate of pay.
- 6.4.10 For part-time Employees, overtime will apply to time worked over seven hours in one day or more than 35 hours in one week, whichever is greater.
- 6.4.11 Overtime does not include time related to travel and attendance at an Employee-initiated approved PD activity.
- 6.4.12 Where reasonable, adjustments to the normal hours of work will be made prior to the Employee working overtime.
- 6.4.13 Except in cases where information technology or building infrastructure are at risk, overtime requires the prior approval of the coordinator or designee.

- 6.4.14 Overtime will be recorded in quarter-hour increments.
- 6.4.15 Overtime is compensated at the rate of time and one-half. Employees may select payment or time off.
- 6.4.16 When time off is selected, banked time may be taken at a time mutually convenient to the Employee and the coordinator or designee.
- 6.4.17 When time off is selected, banked time should be taken as soon as possible, preferably by the end of the second month following the month in which it was worked.
- 6.4.18 Banked time may be added to annual vacation entitlement.
- 6.4.19 Any entitlement to banked time acquired during a one-year period from September 1 to August 31 not used by the end of the following operating year shall be paid out according to the Employment Standards Code.
- 6.4.20 The Executive Secretary or designee retains the right to specify the date(s) upon which the Employee will take the banked time.



For the PSA

For the Alberta Teachers' Association

Dated at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2019