



# BARGAINING

*We are ATA*



The Alberta Teachers' Association

## ATA Initial Proposal—**UPDATED 2022 03 11** Central Matters Bargaining 2020

**Confidential document for ATA members only**

### ARTICLE 1. STRUCTURE

#### **Context:**

- This language continues to be updated over each round to more accurately reflect interaction between legislation, practice, employers and the Association.
- The preamble, as an introduction to the collective agreement, is to clearly show the purpose, aims and justification for the coming clauses. Part of the aim should be to demonstrate a guiding principle to the relationships of the party.

#### **Proposals:**

—In Article 1 include language on relationships to enshrine a culture that is characterized by cooperation, trust, mutual respect and transparency while seeking common understandings.

—In Article 1 include language that recognizes the value of collaborative processes in support of negotiations in matters that are outlined in legislation and any other matters that we jointly agree to bargain.

### ARTICLE 2. TERM (TABLED 2022 03 09)

#### **Context:**

- Thoughtful and purposeful amalgamating of local agreements and the central agreement requires time to study, to bargain and to implement.
- The 2018 agreement has shown us that this bargaining model involves lengthy negotiations at both the central and local tables, which were difficult to conduct in a short-term agreement.

**Concept:** Multi-year agreement

**Proposal:** —Three-year agreement—2020 09 01 to 2023 08 31

## 2.8 Provision of Information

**Concept:** The Association requires certain additional information to effectively represent members and facilitate bargaining.

**Proposals:** —Employer to submit TWINS report, plus optional columns for contract type, education, and experience.

—Employer provides the same Excel file to the Association, along with the signed AFS, that the employer sends into Alberta Education.

—Employer also submits

- list of teachers on leave;
- sub costs;
- principal allowances;
- benefit costs;
- HSA, WSA and RRSP utilization;
- class size data (including multi-graded classrooms); and
- all information needed for the Association to contact individual new hires and returning teachers independently of the employer to obtain the teacher's election, if and as required by regulations supporting Bill 32 and that the employer facilitate the reporting of the election of a member and take appropriate action in response in a timely manner consistent with the regulation.

### **ARTICLE 3. SALARY (TABLED 2022 03 09)**

#### **Context:**

- Since the 2011/12 school year the average teacher salary grid has increased by 2.17 per cent. Over that same time period, the cost of living as measured by the Consumer Price Index (CPI) has risen by 15.08 per cent. This represents a 12.91 per cent decline in real incomes for Alberta teachers. Teachers have already pre-paid their contribution to the lost decade.
- Alberta workers' salaries in all sectors are above their comparators across the country. In 2016, Alberta teachers (middle of the grid) made between 88.6 per cent and 94.6 per cent of similarly educated Albertans. Given the lack of wage growth for teachers, this disparity is even greater today.
- Total compensation of teaching certificate holders as a percentage of school division expenditures has decreased from 56.3 per cent during 2012/13. In 2018/19 it was down to 55.0 per cent of total school division expenses. In 2019/20, teacher compensation as a percentage of total expenditures rose to 56.7 per cent but this was due to the pandemic. Teacher compensation fell by 1 per cent while total expenditures fell by 4.2 per cent due to the layoffs of EAs, bus drivers, and custodial staff along with reduced expenditures

elsewhere. When schools and expenditures return to “normal”, teacher compensation as a percentage of total expenditure will drop to a value close to 55 per cent again.

- Average Annual Weekly Earnings (AAWE) during the last 8 years was volatile and while it included some decreases the total increase from September 2012 to September 2020 is 11.6 per cent and the compound annual growth rate is 1.4 per cent.
- As salaries remain stagnant and the YMPE (Yearly Maximum Pensionable Earnings) amount continues to increase teachers continue to lose ground in their retirement. For every 1 per cent increase in the YMPE, which is currently at \$61,600 for 2021 (an increase of 4.9 per cent from 2020’s \$58,700), it requires of 0.3 per cent increase to salary. To maintain current levels, a minimum salary increases of 1.47 per cent is required to address the increase for 2020/21. Over the next five years the YMPE is forecast to grow at 3.3 per cent per year, requiring 1 per cent increase just to keep pace.

**Concept:** Most teachers experienced zero increases to salary grids for eight out of the last nine years. While teachers recognize the economic challenges of our province, they have done their part and pre-paid their financial support towards the economic recovery of the province. Teachers need to begin recovering their spending power.

**Proposal:** In clause 3.2 amend all salary grids by  
—2020 09 01—2 per cent  
—2021 09 01—2 per cent  
—2022 09 01—2 per cent

### 3.4 Experience

**Context:**

- Number of days to receive an increment was changed in the last round to 140 days.
- Standardize a form for reporting experience to ensure consistency and streamline the process for receiving employers in accepting experience gained from previous employers.

**Concept:** Stipulate a standard number of teaching days to be recognized in all collective agreements for the purpose of experience/grid placement and the earning of increments.

**Proposal:** —The Association and TEBA to develop a common reporting form for employers to use.

### 3.5 Special Consideration for Vocational/Career and Technology Studies

**Context:** All teachers should be paid based on their university education, as per the Teaching Qualification Service (TQS) and teaching experience. Teachers who have additional trade, technical, arts, technology, health care or business

education and experiences should receive additional credit for education and experience. Once these qualifications have been verified by a TEBA employer and a resulting change in the teacher's grid placement occurs, future TEBA employers should be required to maintain that teachers grid placement upon acceptance of new employment.

**Concept:** Teachers with additional trade and technical training and experience should have that education and experience reflected in their salaries. Once the determination has been made on that increase, it should not be to be recalculated upon moving to a new school division, unless new education and/or experience has been gained.

**Proposals:** —Additional years of education and experience for teachers teaching courses where specialized skills, knowledge or credentials are required will be recognized in each collective agreement as the rates to be negotiated between TEBA and the Association.  
—A teacher's initial salary placement, progression through the salary grid in accordance with the experience and education articles, and any change to a teacher's grid placement as a result of recognition of the specialized skills, knowledge or credentials vocational/career and technology studies should not be affected by movement between employers covered by PECBA. At the time of movement from another employer, the receiving employer shall assume the recognition of experience provided by the previous employer

### **3.7 Remote Living Attraction and Retention Allowances (TABLED 2022 03 08)**

**Context:**

- Northern divisions are reporting difficulty in attracting and retaining teachers.
- The Fort McMurray allowance provides a partial solution but teachers in all northern and remote areas need similar considerations.
- Government employees in these areas receive these allowances and bonuses.

**Concept:** Add an additional attraction and retention allowance based on the Public Service Commission of Alberta's Northern Allowance and Attraction Bonus, the current Fort McMurray allowance and the 55-57 Parallel Retention Allowance.

**Proposals:** —Effective 2020 09 01—For teachers in Conseil scolaire Centre-Nord (Fort McMurray), The Fort McMurray School Division, The Fort McMurray Roman Catholic Separate School Division, The Fort Vermilion School Division, The Northland School Division—an additional annual allowance of \$12,432.  
—Effective 2020 20 01—For teachers in The Aspen View School Division, Conseil scolaire Centre-Est, Conseil scolaire du Nord-Ouest, The Grande Prairie School Division, The Grande Prairie Roman Catholic Separate School Division, The High Prairie School Division, The Holy Family Catholic Separate School Division, The Lakeland Roman Catholic Separate School Division, The Living

Waters Catholic Separate School Division, The Northern Gateway School Division, The Northern Lights School Division, The Peace River School Division, The Peace Wapiti School Division—an annual allowance of \$6,216.

## HOUSING

### Context:

- School division housing is intended to provide accommodation to school division educators in locations where housing market or locations makes it difficult or cost probative to secure accommodation.
- Housing is governed by the *Residential Tenancy Act* and the school division as the owner of the housing premises is bound to compliance with the Act.
- Additionally, employers who provide accommodation rent free or for less than the fair market value (FMV) of such accommodation must assign a taxable benefit for the employee. As much of the school division owned housing exists in in prescribed zones without developed rental markets, the school division must set a value on the housing benefit based on the fair market value of the rent or the ceiling amount, whichever is less. School divisions must report taxable allowances such as the Rent Taxable Benefit in Box 40—Other taxable allowances and benefits, which is also included in Box 14 of their employment income on a T-4 (Statement of Remuneration Paid) in compliance with the *Employment Standards Code*.

### Concept:

- A significant number of teachers in school division housing have expressed concern about the condition of their rental units and their employer/landlord's responses to requests to correct deficiencies in individual rental housing units.
- As the school division is the owner of the housing premises it is their responsibility to ensure that acceptable standards are maintained throughout the duration of the tenancy. Owners/Landlords must maintain the tenant's home in a good state of repair and fit for habitation and at the landlord's expense comply with health, safety, housing and maintenance standards.
- The *Public Health Act*, Housing Regulation (Alberta Regulation 173/1999, with amendments up to and including Alberta Regulation 38/2018) requires that owners of housing premises ensure that
  - the housing premises are
    - structurally sound,
    - in a safe condition,
    - in good repair and
    - maintained in a waterproof, windproof and weatherproof condition.
  - the occupants of the housing premises are supplied with adequate sanitary facilities, including a sanitary drainage system or private sewage disposal system, heating facilities that are capable of maintaining a habitable indoor temperature, if the housing premises are used or intended for use during all or part of the period from September 1 in one year until May 1 in the following year, running hot and cold water that is safe for human consumption, there is space for sleeping purposes and the common areas of the housing

premises, its fixtures and any furnishings provided by the owner are maintained in a clean and sanitary condition. If a landlord/owner/employer does not maintain the housing premises in compliance with the Minimum Housing and Health Standards, many teachers feel that they have limited recourse and that their complaints regarding their housing could have employment consequences.

- Proposals:**
- Include language in collective agreements that ensures that employers who provide school division housing for teachers follow maintenance standards that requires they maintain the housing premises in compliance with the Minimum Housing and Health Standards.
  - Teachers will submit rent payment to the landlord directly and no longer have rent deducted from their monthly salary.

## **ARTICLE 4. PROVISIONS APPLICABLE TO TEACHERS WITH DESIGNATIONS**

### **4.X Allowances, Duties and Certification**

**Context:**

- Teachers with both divisional based and school based administrative and educational support designations are called a variety of titles and have a variety of duties.
- These positions have experienced increased job complexity and work intensification.
- There are some duties all school leaders do and they all must meet the Leadership Quality Standard.
- There are significant costs associated with obtaining the Leadership Quality Standard.

### **4.5 Designations**

**Concept:** Designations should mirror the *Education Act* rules for temporary, probationary and continuing contracts for all teachers to whom the Leader Quality Standard applies.

- Proposals:**
- In clause 4.5.1 amend to include all teachers with school based and division based administrative and educational support designations
  - In clause 4.5.1 amend to provide continuous designations after two years.

### **New 4.7 School Leadership (Principals, Vice/Assistant Principals) Allocation (TABLED 2022 03 08)**

**Context:**

- Downloading of duties from school division and Alberta Education has increased the duties of school leaders.

- The allocation for school leaders to schools should have a recognition of the complexity of the school and the duties of school leaders.
- Schools need to be staffed so that school leaders have time for administrative duties during the school day.
- Receiving no or little support from school divisions, school leaders have been forced to take on additional duties in order for teachers to meet *Employment Standards Code* break times and assigned and instructional time caps.
- Many school leaders are assigned to multiple sites including out reach and virtual schools.

**Concept:** A minimum full-time equivalent, with the ability to increase based upon factors such as enrollment and complexity, etc, for school leader/administration is required in all Alberta schools.

**Proposals:** —Each school (with a school code) will be allocated one FTE designated to school leadership. These FTEs will be at allocated the specific school site and are in addition FTEs required to provide student instruction. The allocation of FTE to school leadership shall be as follows:

Number of students	Minimum Number of FTE for Administration	Sliding Scale	Note:
0-75	0.5	.5 for the first 75 students	For colony schools and others
75-149	1.0	1 for 75 the first 150 students	
150-349	2.0	2 for the next 200 students	
350-699	3.0	3 for the next 250 Students	
700-1000	4.0	4 for the next 300 students	
1000+	5.0	5 for the next 500 Students	

—Additional FTE designated to school leadership will be provided based on complexity factors such as the number of students with exceptionalities, students whose first language is not the language of instruction, vulnerable and at-risk students, number of support staff and other professionals working in the building, greater number and range of grade levels, and socio-economic status of school community.

## **New 4.8 Leadership Quality Standard Supports.**

### **Context:**

- With the implementation of the LQS came the requirement for a principal to obtain an Alberta Leadership certificate. Teachers appointed to a principalship who do not possess a Leadership certificate must complete an Alberta Education approved postsecondary program in order to become certificated. The cost to complete a program is not insignificant.
- Costs for the program are close to \$1,400 per course, with other potential fees and costs (release time, sub costs, etc) on top of this amount.
- Employers have a vested interest to support their school leaders in obtaining the LQS certification.

### **Proposals:**

- Upon successful completion of the LQS certification program, the school leader (principal) who is required to complete the LQS certification will have their course fees and all associated costs reimbursed.
- If the principal is required to access leave and/or requires substitute teacher release time for the fulfillment of the LQS certification, the school division shall grant such leave and cover associated release costs.
- Vice and/or assistant principals, or those aspiring leaders accepted into a school leadership pool with the division or other similar “future leaders” program, shall have access to LQS PD fund to support them in endeavours to obtain certification.
- Funds for the LQS support program are separate from any other PD funds in the collective agreement.

## **New 4.9 School Leaders and Off-Schedule/0-5 Block Timetables**

### **Context:**

- As a result of budgetary and resourcing issues, some school divisions are implementing an off-schedule or 0-5 block model for their schools. In this model, a block would be placed at the beginning and end of the day to allow for more students to access more instructional time on a regular instructional day.
- While this may address programing needs at school, it considerably adds to the workload of administrators by elongating their already challenging workday.
- Functionally, this increases the over student population and should therefore be reflected in the allowance of the school leaders.

### **Proposals:**

- For divisions who calculate their administrative allowances based on student numbers: for each off-schedule block added to a school timetable, the total number of students enrolled in each new off-schedule course shall be added to the overall total of the school and the administrative allowance shall be calculated as if this was the true population of the school site.
- For divisions who calculate their administrative allowances based on teacher/staff numbers: for each off-schedule block added to a school timetable, the total number of teachers/staff required to teach the new off-schedule courses

shall be added to the overall total and the administrative allowance shall be calculated as if this was the true teacher/staff complement of the school site.

## **ARTICLE 5. PROVISIONS APPLICABLE TO TEACHERS EMPLOYED AS SUBSTITUTE TEACHERS—(TABLED 2022 01 26)**

### **Context:**

- As of 2021 09 01 the average daily rate of a substitute teacher is \$215.90, representing 44.5 per cent of the raw average teacher daily rate (\$484.21).
- The range of daily rates is from \$212 to \$232.
- Even with the new minimum of \$212 from the last round, the average substitute daily rate continues to be 45 per cent of the daily rate of the average teacher at four years education and maximum experience.
- Substitute teachers meet the same certification and membership requirements as their colleagues on contract but they receive much less pay and little or no group health benefits.
- Collective agreement provisions for substitute teachers going on grid ranges from second day retroactive to the first to the eleventh day not retroactive.
- All school divisions are reporting significant shortage of substitute teachers, necessary for the provision of education to students.

### **5.1 Rates of Pay**

**Context:** Many Alberta school divisions struggle to find adequate numbers of substitute teachers to properly support the system for daily absences. When substitute teachers are not available, significant stress is put on the system that create workload issues and well as challenges relating to instructional and assignable time commitments.

**Concept:** All substitute teachers should receive remuneration that accurately reflects their qualifications, duties, and contributions to Alberta schools.

**Proposals:** —Minimum daily rate of \$250, with a less than a fully daily rate of \$212.  
—Add grid increases and effective dates.

### **5.2 Commencement of Grid Rate**

**Context:** Given the complex nature of teaching and the expectations, even relatively short assignments require the substitute teacher to act and provide service in a manner that is consistent with the salary of their colleagues who are on the grid.

**Concept:** By the second day in an assignment, the substitute teacher has taken on much of the responsibility of a teacher on contract and, therefore, they should be paid the same rate of pay.

**Proposal:** —Set a standard in all collective agreements that substitute teachers will go on grid no later than day two retroactive to day one.

#### **5.4 Group Health Care Benefits and Health Spending Accounts**

**Context:** Most substitute teachers do not have access to group health benefits paid for by an employer. Offering these benefits is important because it demonstrates the school division is invested in not only their overall health, but their future.  
Substitute teacher health is just as valuable as the health of teachers on contract.

**Concept:** Substitute teachers are the crucial system underpinning to successful teaching and learning conditions in Alberta schools. They should have access to the same high-quality benefit plans that support their health care needs, which allow them to grow and thrive.

**Proposals:** —Add to all collective agreements the ASEBP Substitute Teacher Benefit Package with 100 per cent of the premiums paid by the school division.  
—Add to all collective agreements an ASEBP Health Spending Account with school divisions contributing three per cent of salary per day.  
—Add to all collective agreements a percentage increase to the daily rate for substitute teachers in lieu of benefits.

#### **New in 5.6 Epidemic or Pandemic Leave for Substitute Teachers**

**Concept:** Substitute teachers do not have access to sick leave. If a substitute teacher is unable to work due to illness or isolation related to their work with an employer, they do not get paid that day and, if required to isolate, miss opportunities to take other bookings. The employing school division should provide income replacement and reimbursement for medical expenses.

**Proposal:** —If a substitute teacher is unable to work as a result of an illness, disability, or a recommendation or direction to isolate or quarantine that is linked to the workplace during an epidemic or pandemic, the school division shall pay the teacher, based upon a formula, the per diem rate specified in clause 5.1 for a maximum of 20 consecutive teaching days immediately following the documented illness, isolation and/or quarantine and on application by a substitute teacher, reimburse that teacher for medical expenses resulting from contracting an illness on the job.

## **ARTICLE 6. PROVISIONS APPLICABLE TO PART-TIME TEACHERS**

### **Context:**

- Calculation of assignable and instructional time can be challenging.
- To do so properly, one needs to have all the available information to ensure that all possible factors are included.
- Once a calculation is completed, a comparison to the assignable time of a typical full-time teacher is required

### **Concept:**

- In the event of a dispute around the calculation of assigned time, the “typical full-time teacher assigned hours” is required for comparison, especially as it relates to part-time teachers.

**Proposals:** —The school division shall provide the Association with the full-time assignable hours for a typical full-time teacher for each school and or site.  
—This information shall be provided to the Association two times per school year, once prior to September 30 and before the end of February.

## **ARTICLE 7. GROUP HEALTH BENEFITS**

**Concept:** All teachers and school divisions should have access to the same high-quality benefit plans at a reasonable cost.  
ASEBP provides good value and service to both teachers and school divisions.

**Proposal:** —All collective agreements shall include as a condition of employment\*:

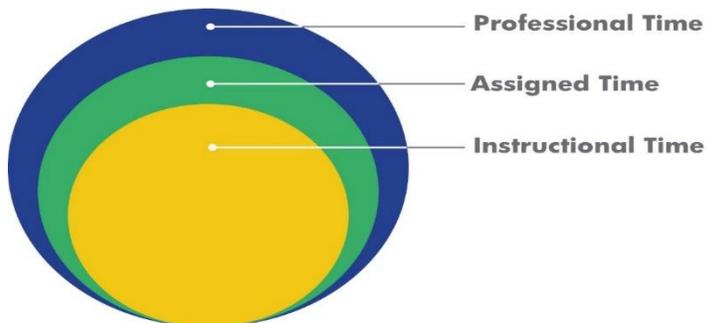
ASEBP Extended Health Care Plan 1  
ASEBP Dental Care Plan 3  
ASEBP Vision Care Plan 3  
ASEBP Extended Disability Benefits Plan D  
ASEBP Life Insurance Plan 2  
ASEBP Accidental Death and Dismemberment Plan 2.

**\*In cases where the provider is not ASEBP, the alternate group health benefit provider plan will provide benefits that are equivalent to or better than the ASEBP plans listed above and will not lower existing benefit entitlements**

## **ARTICLE 8. CONDITIONS OF PRACTICE (TABLED 2022 03 08)**

### **8.1 Teacher Assignable and Instructional Time**

#### **Context:**



- For every one hour of instruction, teachers perform an additional one hour of other work (Malatest and other studies).
- The Malatest study concluded that teachers engage in an inordinate number of micro tasks (tasks performed during the progress of other activities, each of which take a

small amount of time) that reduces their focus from providing professional services to students.

- The Teaching Quality Standard adds significant expectations that will require additional professional time from teachers.
- Likewise, school divisions continue to condense instructional time to add more non-instructional time used for employer directed inservicing, expected to ranging from 6 to 23 days of non-instructional time, with an average of approximately 15 days, in 2021/22 (in the 2018–20 round of central table bargaining it was 10 to 26 days).
- Of note as well, is the range in instructional days from high of 187 days to a low of 168 days. Instructional day totals below 180 days (90 days per semester) is very challenging to manage teaching and learning in classrooms.
- Some school divisions increased teachers assigned and instructional time after the caps were put in place in the last round of bargaining resulting in those teachers working longer.

#### **8.1.2 Assignable Time**

**Concept:** Lowering the limit on the time teachers can be assigned other work, both from a daily and weekly perspective, provides appropriate time for professional responsibilities.

When teachers are required to pivot between different modalities of teaching and learning time is required to allow for them to provide the best professional service possible.

**Proposals:** —A maximum annual limit of assignable time of 1,100 hours be written into all collective agreements.

—This clause shall not be used to increase assigned time from the time assigned during the 2020/21 school year.

—School divisions which have schools at 90 per cent of the maximum assigned time of the “typical” teacher, must provide the Association with reasons including exceptional school needs.

—Assigned time may be assigned up to six hours per day within an eight-hour window. In exceptional circumstances such as parent-teacher interviews teachers may be assigned outside of those hours but must be provided a reasonable work day and time in lieu for each hour worked over six hours as per the *Employment Standards Code*.

—As assignable and instructional time are central table items, TEBA has a responsibility to ensure that school divisions are creating and implementing calendars that are consistent with time restrictions. Having a review process would ensure that limited resources are not wasted on issues that should be correct to start with.

—When a change or pivot in instructional models is required due to extenuating circumstances, teachers shall be provided time, from their already allotted assignable time, to prepare for new learning modalities.

—A maximum of 1,800 minutes of assignable time is allowed in a week, with no ability to average over the year.

### **8.1.1 Instructional Time**

**Concept:** All Alberta teachers need to protections for their instructional and the needs caps needs to be low enough to allow for appropriate time for professional responsibilities and breaks during the day.

**Proposals:**

- A maximum annual limit of the assignable time that can be devoted to instruction of 850 hours be written into all collective agreements.
- The Edmonton School Division teachers shall have instructional time limits written into their collective agreement to make it consistent with the other 60 bargaining units.
- This clause shall not be used to increase instructional time from the time assigned to instruction during the 2019/20 school year.
- Include student access to teacher (office hours, tutorials, etc) for online/distributive education teachers.
- School divisions which have schools approaching 90 per cent of the maximum instructional time must provide the Association with reasons including exceptional school needs.

### **8.2 Assignable Time Definition**

**Concept:** School divisions are attempting to define teachers’ professional duties. The Alberta Teachers’ Association, as the governing body of the profession, defines teachers’ professional duties.

**Proposals:** —Add clause 8.2.1.1 to read Notwithstanding 8.2.1(h), those activities, assigned by the employer or their designated agent that cannot be completed during a regular workday can be completed when at the discretion of the teacher, subject to deadlines provided by the employer or their designated agent, and the time taken to complete the activities shall count towards the teacher’s total assignable time.  
—Add to 8.2.1 course development for online/distributive education teachers  
—Add to 8.2.1 grading and assessing for all teachers  
—Add clause 8.2.1.2 to read the activities stated in 8.2.1.1 may include, but are not limited to:  
a) Being directed to contact parents at the beginning of the school year,  
b) Being directed to contact parents to coordinate booking of report card times or meetings to discuss program planning documents.  
—If there is a dispute as what activity should be included in the above, every attempt will be made to resolve the matter at the school/site. If the dispute remains unresolved, the local grievance procedure shall be used to resolve the matter.  
—Total of 30 hours of assignable time as a maximum, not averaged.

### **New in 8.3 Support for Inclusion**

**Context:**

- Inclusion of students with exceptionalities should be within the most enabling environment as determined by teachers in consultation with other professionals.
- Students need to be included in classes with proper regard for the existence of supports or the collective experience of all students.

**Concept:** Students should only be enrolled where and when adequate supports and resources are in place.

**Proposals:** —Include in all collective agreements a definition of inclusion as: helping all students have a sense of belonging and achieving their full potential by including students with exceptionalities within the most enabling environment as determined by teachers in consultation with other professionals.  
—Include in all collective agreements a list of necessary conditions required to be in place prior to the placement of a student in a school or a classroom and a provision that when these conditions cannot be met, the school division cannot place the student in that school or classroom and a report must be made to the Minister.

### **New in 8.3 Class Size and Complexity**

**Context:**

- The Alberta Commission on Learning (ACOL) provided recommendations on class size targets based on division averages.

- In the first years, after the release of the recommendations in 2003, class size did decrease, particularly in elementary grades.
- The requirement to average class size and the lack of funding meant the improvements were limited and short lived.
- Since 2008 class sizes have steadily increased and now surpass the class sizes that prompted the ACOL recommendations.

**Concept:** The challenges in a classroom is relate to two different, but interconnected factors. First being class size and the other being classroom complexity. Defining a student teacher ratio will improve teaching and learning by providing time for differentiated instruction and attention to individual students’ needs. Along with such a ratio, including a formula to address the intricacies of the classroom reality will more accurately reflect the over workload of teachers.

**Proposals:** —School division student teacher ratios shall be written into all collective agreements:

Junior kindergarten to grade 3—17:1

Grades 4 to 6—23:1

Grades 7 to 9—25:1

Grades 10 to 12—27:1

—Additional teachers shall be allocated to schools based on the following complexity factors: the number of students with exceptionalities, students whose first language is not the language of instruction, vulnerable and at-risk students, number of support staff and other professionals working in the building, greater number and range of grade levels, and socio economic status of school community.

—For calculating the ratio, a teacher shall be defined as those under the assigned time and instructional time clauses. Teachers who supervise classes, but are not providing direct instruction shall not be included in the ratio.

—Teachers in small classes by necessity, due to proximity or programming, shall not be included in the count.

—Include in all collective agreements a formula to address classroom complexity.

—Each school division will prove compliance twice during the school year to Alberta Education who will release the information to both TEBA and the Association.

## **Article 8.X Full-Time Teachers Timetables**

**Context:** With the advent of schedule or “0 and 5 Block” school timetables, full-time teachers need to be protected, treated fairly, and their time needs to be recognized as equally important.

**Proposal:** —Full-time teachers’ timetables shall be contiguous.

## **New in 8.6 Distributed Education/Online/Outreach Teachers Conditions of Practice**

**Concept:** Teachers in distributed education/online/outreach settings have the same requirements for professional time as do other teachers. Not having strict class times these teachers require a different type of formula which equates to the instructional and assignable time currently in place for their colleagues.

**Proposals:**

- Include in each collective agreement, student, credit, and course maximums and limits on office or student contact time and other assignments which equitably replicate the limits on instructional and assignable time in clause 8.1 and 8.2.
- Include for elementary, junior high, and high school.
- Teachers acting in a supervisory role, even if they do not have direct responsibility to deliver instruction, shall have their time count as instructional.

## **ARTICLE 10. LEAVES OF ABSENCE**

### **Context:**

- Statistically, teachers are young with 44 per cent being under age 40 and are more likely to require certain leaves of absence.
- Access to leaves is necessary to ensure retention in the profession and the community.
- The cost of leaves is a universal cost to employers.
- Collectively, teachers have low sick leave usage.
- Teachers do not have the same flexibility in their working lives as do other professionals.
- All but two collective agreements (The Holy Spirit Roman Catholic School Division and The Pembina Hills School Division) have 90 calendar days of sick leave that aligns with extended disability benefit eligibility with various reinstatement provisions. Likewise, access to this standard eligibility period is in the second year of employment or dependent on the type of employment contract.
- Daily personal/private business leave entitlements vary widely and are the product of considerable local bargaining. The need for personal leave arises from the unique nature of teachers' schedules therefore granting of such leaves should not be discretionary. The *Employment Standards Code* defines family as
  - partner (spouse, adult interdependent partner, common-law partner);
  - children, current or former foster children (and their partner/spouse);
  - current or former wards;
  - parents, step-parents and/or current or former guardians (and their partner/spouse);
  - current or former foster parents;
  - siblings, half-siblings, step-siblings (and their partner/spouse);
  - grandchildren, step-grandchildren (and their partner/spouse);
  - grandparents, step-grandparents;

- aunts, uncles, step-aunts, step-uncles (and their partner/spouse);
- nieces, nephews (and their partner/spouse);
- the employee's partner's family members; and
- a person to whom the employee is not related but considers like a close relative.

**ARTICLE 10. SICK LEAVE–(TABLED 2022 02 14)**

**Concept:** Teachers require assurance that when they fall ill or are injured they will be supported through their recovery. Teachers should have adequate sick leave that corresponds with the extended disability plan elimination period and have other leaves that may impact access.

Teachers also need assurance that when medical accommodations are required by their health care team that the employer will enact them, up to level of undue hardship. Where disputes arise, an expedited process is required to find resolution in a timely and efficient manner.

**Proposals:** —Write in The Pembina Hill School Division's collective agreement that teachers are entitled to evergreen 90 calendar days of sick leave as of the commencement of contract.  
 —Where collective agreements have family medical or needs days, those days should not come from the teacher's sick leave provision.  
 —Write into collective agreements the duty to accommodate for disability as required by Alberta Human Rights legislation.  
 —Medical information will be required to allow accommodations  
 —Disputes resolution mechanism is needed to ensure access to sick leave and issues around accommodations can be resolved in a timely manner to facilitate a teacher's return to work in a safe and healthy manner.  
 —When medical documentation is required by the employer, any costs incurred will be borne by the employer.  
 —Medical certificate consistent with The Battle River School Division arbitration.

**New in 10.X Quarantine and Isolation Leave**

**Concept:** Teachers need to be protected when they are required, for their safety or for the safety of others, not to attend their regular school site, but are still able to perform their core teaching duties. Given the current reality of a global pandemic, leave provisions need to accurately reflect and support teachers. Obtaining sick notes during health emergencies or outbreaks can be difficult and risks the health of the member and, potentially, the community.

**Proposals:** —Include in each collective agreement paid days when a teacher is required to isolate or quarantine due to an illness or to protect the teacher from an illness that would cause them or others harm.

—In the event of an epidemic or pandemic, the school division may waive the requirement to provide medical certification upon written notification to the Associate Coordinator—Collective Bargaining of Teacher Employment Services of the Association.

### **New in 10.X Faith and Religious Observance Leave**

**Concept:** Teachers need to be protected when for the purposes of supporting their faith and religious obligations need to partake in observance(s) of which is a reasonable expectation of the religious faith and precludes the teacher from working.

**Proposal:** —Include in each collective agreement paid days when a teacher is required to be away from school to fulfill observances required by their faith or religion.

### **ARTICLE 12. PERSONAL/PRIVATE BUSINESS LEAVE (TABLED 2022 03 07)**

**Concept:** Provide all teachers with a minimum number of fully paid personal private business leaves with no deduction for substitute teachers.

**Proposal:** —Add, annually, a minimum of two paid days of personal/private business leave at no cost to the teacher to each collective agreement.

### **ARTICLE 13. ASSOCIATION LEAVE AND SECONDMENT**

**Concept:** Provide those teachers who are appointed to provide service as a trustee on the Alberta School Employee Benefit Plan and who provide service as a member of the board to the Alberta Teachers' Retirement Fund the necessary release to fulfill their duties on the respective board.

**Proposal:** —Add the Alberta School Employee Benefit Plan and the Alberta Teachers' Retirement Fund to the list.

### **ARTICLE 14. OTHER LEAVES (TABLED 2022 03 07)**

#### **Family Medical/Needs Leave**

**Concept:** Teachers require assurance that when they need to access family medical and/or needs leave, such leave should not jeopardize their access to sick leave or the elimination period to get onto extended disability.

**Proposals:** —Where collective agreements have family medical or needs days, those days should not come from the teacher's sick leave provision.

—Any days currently set as family medical that come from the sick leave provision shall be relocated to a separate clause, with no negative impact on the number of days available for sick leave.

### **Compassionate/Bereavement/Critical Illness Leave**

**Concept:** Teachers require assurance that when they need to access Compassionate/Bereavement/Critical Illness leave, there will be a sufficient number of days to address the difficulties of such a challenging and emotionally draining life event.

**Proposal:** —All collective agreements shall reflect a minimum of up to five days for critical or serious illness and a minimum of up to five days for death.

## **ARTICLE 15. CENTRAL GRIEVANCE PROCEDURE**

**Concept:** There are conflicts between the language of the central and local grievance procedures which can cause strains on relationships between the parties. If a school division has an issue with a central matter and wants to be able to file a grievance and if TEBA is not supportive, it leaves little options for a division but to file against the Association and cite s. 136 of the *Labour Relations Code* for the model disputes resolution process. The Association is also finding that TEBA does not have the ability, without changes to current legislation, to force compliance of school divisions. As a result, disputes that are not simply resolved end up in arbitration. From the perspective of the Association, if we are going to end up at arbitration any way, we should get there sooner and just have a single set of grievance procedures. It also provides the Association time to raise the matter with the individual school division before filing a grievance.

The time required to get resolution on salary and sick leave related issues continues to increase, all the while increasing the significant financial burden on the teacher when there is not salary being paid. While supports like EI sick leave are available, there is a large difference between a teacher's daily rate of pay and the amount provided for by EI payments.

**Proposals:**

- Increase timeline to file a grievance from 30 days to 60 days.
- Replace in all collective agreements the current central and local grievance procedures with one grievance procedure that incorporates the central and local items, enabling all parties to the bargaining associated to PECBA legislation, to access the disputes resolution process.
- Include in each collective agreement language on an expedited disputes resolution process for specific items, like salary and sick leave. The process would have predefined timelines and an already agreed upon list of arbitrators to hear disputes that cannot be resolved between the parties.