

# **COLLECTIVE AGREEMENT**

between

**Boyle Street Education Centre**

and

**The Alberta Teachers' Association**

Effective

September 1, 2022

to

August 31, 2025

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## Preamble

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Whereas this collective agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the Board of Directors of the Boyle Street Education Centre, herein called “the Board” and the Alberta Teachers’ Association, herein called “the Association”, acting on behalf of the teachers employed by the Board.

Whereas the Board is a Society incorporated, organized and existing under the laws of the Province of Alberta and has the authority to operate a public charter school as granted by the Alberta Minister of Education; and

Whereas the Association is the duly certified bargaining agent for the teachers employed by the Board; and

Whereas such teachers’ terms and conditions of employment and their salaries have been the subject of negotiations between the parties; and

Whereas the parties desire that these matters be set forth in an agreement to govern all the terms of employment of the teachers.

Whereas this agreement is made pursuant to the *Employment Standards Code, Alberta Human Rights Act, Education Act, Occupational Health and Safety Act, and the Labour Relations Code.*

The Board and the Association agree as follows:

### **1. Application**

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- 1.1 This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with ‘the Board’ prior excepting those positions agreed to be excluded in local bargaining between ‘the Board’ and ‘the Association’.
- 1.2 Notwithstanding Article 1.1, employees holding the title of Superintendent or Psychologist shall be excluded from this agreement.
- 1.3 This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.

### **2. Term**

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- 2.1 The term of this collective agreement is September 1, 2022 to August 31, 2025. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2025.

- 2.2 Either party wishing to amend or to terminate this agreement shall give to the other party notice of such desire, in writing, not less than 60 days and not more than 120 days prior to the last date stated in Clause 2.1.
- 2.3 If notice has been given in accordance with Clause 2.2, the Board agrees not to alter the terms and conditions of employment should negotiations continue beyond the expiry date or until a strike or lockout occurs.

### 3. Basic Salary Schedule

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- 3.1 Effective until August 31, 2023:

<b>BOYLE STREET EDUCATION CENTRE—TEACHERS GRID - 2022-2023</b>			
<b>STEP</b>	<b>FOUR (TQS)</b>	<b>FIVE (TQS)</b>	<b>SIX (TQS)</b>
0 yrs	\$62,470	\$66,048	\$70,094
1 yrs	\$66,032	\$69,610	\$73,657
2 yrs	\$69,594	\$73,174	\$77,219
3 yrs	\$73,155	\$76,736	\$80,781
4 yrs	\$76,719	\$80,300	\$84,343
5 yrs	\$80,281	\$83,860	\$87,906
6 yrs	\$83,844	\$87,423	\$91,467
7 yrs	\$87,405	\$90,984	\$95,030
8 yrs	\$90,968	\$94,547	\$98,592
9 yrs	\$94,531	\$98,110	\$102,154
10 yrs	\$98,844	\$102,424	\$106,467

- 3.1.1 Effective September 1, 2023 – 1.5% increase

<b>BOYLE STREET EDUCATION CENTRE—TEACHERS GRID - 2023-2024</b>			
<b>STEP</b>	<b>FOUR (TQS)</b>	<b>FIVE (TQS)</b>	<b>SIX (TQS)</b>
0 yrs	\$63,407	\$67,039	\$71,145
1 yrs	\$67,022	\$70,654	\$74,762
2 yrs	\$70,638	\$74,272	\$78,377
3 yrs	\$74,252	\$77,887	\$81,993

<b>BOYLE STREET EDUCATION CENTRE—TEACHERS GRID - 2023-2024</b>			
4 yrs	\$77,870	\$81,505	\$85,608
5 yrs	\$81,485	\$85,118	\$89,225
6 yrs	\$85,102	\$88,734	\$92,839
7 yrs	\$88,716	\$92,349	\$96,455
8 yrs	\$92,333	\$95,965	\$100,071
9 yrs	\$95,949	\$99,582	\$103,686
10 yrs	\$100,327	\$103,960	\$108,064

3.1.2 Effective September 1, 2024 – 1.5% increase:

<b>BOYLE STREET EDUCATION CENTRE—TEACHERS GRID – 2024-2025</b>			
<b>STEP</b>	<b>FOUR (TQS)</b>	<b>FIVE (TQS)</b>	<b>SIX (TQS)</b>
0 yrs	\$64,358	\$68,045	\$72,212
1 yrs	\$68,027	\$71,714	\$75,883
2 yrs	\$71,698	\$75,386	\$79,553
3 yrs	\$75,366	\$79,055	\$83,223
4 yrs	\$79,038	\$82,728	\$86,892
5 yrs	\$82,707	\$86,395	\$90,563
6 yrs	\$86,379	\$90,065	\$94,232
7 yrs	\$90,047	\$93,734	\$97,902
8 yrs	\$93,718	\$97,404	\$101,572
9 yrs	\$97,388	\$101,076	\$105,241
10 yrs	\$101,832	\$105,519	\$109,685

## **4. Initial Salary Placement and University Education**

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- 4.1 The evaluation of a teacher's postsecondary education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service (TQS).
- 4.2 A teacher upon commencement of employment, must submit to the secretary-treasurer:
  - a) a statement in the form of a TQS evaluation, and
  - b) written verification of teaching experience from previous employers.
- 4.3 The adjustment dates for increased teacher's education shall be September 1, and February 1.
- 4.4 Such statements must be submitted within forty-five (45) days from the date of employment, in order to verify, retroactively to the date of employment, the teacher's qualifications and experience placement, respectively. Failure to do so will result in adjustments being made on the first of the month following submission of the required statements unless, through no fault of the teacher, the statements are delayed. In this case, if the teacher provides proof of having applied for TQS within forty-five (45) days from the date of employment, the adjusted salary will be applied retroactively to the date of employment.
- 4.5 Until the teacher submits satisfactory evidence of qualifications and experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate and on the salary schedule at Step zero (0).
- 4.6 Teachers currently on staff who complete additional years of education must supply proof in the form of a TQS statement within forty-five (45) days following September 1 or February 1 to be eligible for adjustment on those dates. Failure to do so will result in adjustments being made on the first of the month following submission of proof, unless, through no fault of the teacher, proof is delayed. In this case, if the teacher provides proof of having applied for TQS within forty-five (45) days from September 1 or February 1, the adjusted salary will be applied retroactively to the respective date.
- 4.7 Only one (1) year of education increment shall be granted per school year.
- 4.8 Any teacher who holds a journeyperson certificate may, at the discretion of the superintendent, receive one experience increment for their journeyperson certificate.

## **5. Experience Increments**

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- 5.1 Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,
  - 5.1.1 Not gain experience during vacation periods and leaves of absence without salary.
- 5.2 Experience increments shall be earned by a teacher on contract after one hundred and thirty (130) operational days with the Board.
  - 5.2.1 Experience increments shall be earned by a substitute teacher after one hundred and thirty (130) operational days in the preceding five (5) years with the Board.
  - 5.2.2 A teacher shall be granted only one (1) experience increment during any one (1) school year.
  - 5.2.3 Uncredited experience shall be carried over for the calculation of experience increments.
  - 5.2.4 The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.
- 5.3 Prior Experience
  - 5.3.1 The teacher is responsible for providing proof of experience satisfactory to the Board in accordance with this article.
  - 5.3.2 Until proof of experience is submitted to the superintendent or designate, all teachers new to the Board shall be deemed to have zero years of experience on the salary grid.
  - 5.3.3 If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.
  - 5.3.4 If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.
  - 5.3.5 The Board shall recognize prior teaching experience as if it was earned by employment with the Board provided that the teacher provides satisfactory proof as per clause 5.3.1.

5.3.6 A teacher requesting that the Board recognize experience earned with a previous employer shall provide to the Board written confirmation from the previous division certifying:

- a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;
- b) The position held while earning the experience was one that required a valid teaching certificate; and,
- c) The written confirmation is signed by an authorized officer of the previous division.

5.3.7 Clauses 5.3.1 through 5.3.6 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.

5.4 Notwithstanding Clause 5.1 and 5.2 the superintendent may recognize a maximum of an additional two (2) years if deemed to be in the best interests of the Board.

## **6. Salary Payment**

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6.1 The Board agrees to pay the annual salary in 12 equal monthly payments. Teachers' salaries shall be deposited into their bank account on the second banking day before the end of each month, except for December when salaries shall be deposited on the last teaching day in December.

## **7. Allowances**

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7.1 Principal's Allowance

In addition to salary earned as a teacher, a principal shall receive an annual administrative allowance of:

<b>Effective Date</b>	<b>Rate</b>
September 1, 2022	\$25,337 (0% increase)
September 1, 2023	\$25,717 (1.5% increase)
September 1, 2024	\$26,103 (1.5% increase)



## 7.2 Vice-Principal's Allowance

In addition to the salary earned as a teacher, a vice-principal shall receive an allowance that is 50 per cent of the principal's allowance.

## 7.3 Inclusive Education Coordinator

In addition to the salary earned as a teacher, an inclusive education coordinator shall receive an allowance that is 25 per cent of the principal's allowance.

## 7.4 Consultant

In addition to the salary earned as a teacher, the consultant shall receive an allowance that is 15 percent of the principal's allowance.

## 7.5 New Administrative Position

When a new administrative position is created, the Board shall write to the coordinator of Teacher Employment Services, Associate Coordinator—Collective Bargaining and the chair of the Teacher Welfare Committee to outline the duties of the new position and the parties shall proceed to negotiate a suitable allowance.

## 7.6 Acting/Surrogate Administrators – Compensation

When in the absence of the principal, the vice-principal or other designee acts in their place for a period of five (5) or more consecutive school days, the vice-principal or other designee shall be designated as acting principal and shall receive an allowance computed as per 7.1 effective the fifth day and every consecutive day thereafter of the period during which they are designated.

## 7.7 Teachers with Principal Designations

A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Board must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation

## 7.8 In schools where there is not a vice principal, a teacher shall be designated acting principal and will be paid in accordance with the administration formula specified in article 7.1 effective the fifth consecutive day of the principal's absence and prorated in accordance with the service rendered.

7.9 Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

7.10 Red Circling

A teacher in receipt of an allowance under clauses 7.1, 7.2, 7.3, 7.4, and 7.5 shall, following three (3) consecutive years in the designation and upon acceptance of another position in the agreement, retain the same salary for a period of two (2) years, or until the salary of the new position exceeds the amount of the retained salary, whichever occurs first.

## 8. Substitute Teachers

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8.1 Substitute teachers shall be paid, inclusive of vacation pay, the following rates:

<b>Effective Date</b>	<b>Full Day</b>	<b>Half Day</b>
September 1, 2022	\$237.96	\$130.88

8.2 Substitute teachers employed for a period of five (5) consecutive teaching days or more, as a replacement for a specific teacher, shall be placed on the basic salary schedule, according to the substitute's qualifications and experience, retroactive to day one (1) and consecutive subsequent days in the same assignment. This period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teacher's convention, professional day or such other Board-regulated break interrupts the substitute teacher's continuity in the classroom.

8.3 If a substitute teacher is unable to work as a result of an injury incurred at the workplace, the Boyle Street Education Centre shall pay the teacher the per diem rate specified in clause 8.1 for a maximum of fifteen (15) consecutive teaching days immediately following the injury and on application by a substitute teacher, reimburse that teacher for medical expenses resulting from injury on the job.

8.4 When a teacher has provided twenty (20) days of substitute teaching service in a school year, the Board shall pay the daily substitute rate for one (1) day of a school-based in-service, ATA Institute or teachers' convention.

8.5 Cancelling of Substitute Assignments

8.5.1 If a substitute teaching assignment is cancelled after 5 pm the day prior to commencement, the Board will reassign that teacher to an alternate, comparable job placement within the substitute teacher's profile. If placement under these terms cannot be made, the teacher will be paid their daily rate.

- 8.5.2 If a substitute teacher is not reassigned to a job placement, they will not be required to look for an alternate assignment if it is cancelled after 5 pm. Notwithstanding teachers should expect to be assigned to a job placement by the Board if it becomes available the day of the assignment.
- 8.5.3 Should the substitute teacher choose not to accept an alternative assignment offered by the Board after 5 pm the day prior to the original assignment's commencement, that substitute teacher will not be entitled to compensation as per article 8.5.1.
- 8.6 Substitute teachers will not be required to do morning before school supervision on their first day of subbing for a teacher.

## **9. Employment**

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- 9.1 Upon employment with the Board, each teacher shall be given a copy of the current collective agreement.
- 9.2 The Board will enter into an individual contract of employment, consistent with the *Education Act*, with each teacher that it employs, other than a substitute teacher.
- 9.3 Teachers will render services for not more than 200 consecutive days, commencing the opening day of school in each school year, exclusive of vacation periods, weekends, holidays, and semester breaks. Notwithstanding the above, it is recognised that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of having their schools operational on the opening day of school each school term, semester, or other division of the school year. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school closing.
- 9.3.1 A teacher who is not in receipt of an administrative or supervisory allowance who renders service during a vacation period, at the request of the Board, shall be paid 1/200 of their annual salary for each day.
- 9.3.2 A principal or vice principal who agrees to render service during the vacation periods, which exceeds that of the normal operations of a school, at the request of the Board, shall receive, at the discretion of the Superintendent, time off in lieu, to a maximum of five (5) days, during the school year for the actual time worked.
- 9.4 In relation to teacher appointment and assignment:
- 9.4.1 Appointments shall be made to the teaching staff and not to any particular position.

- 9.4.2 The principal shall have the prime responsibility for assigning teacher duties including the assignment of duties of substitute teachers.
  - 9.4.3 Teachers shall provide such instruction and perform such duties as the principal shall assign.
  - 9.4.4 Right to Appeal Unreasonable Assignment: Teachers will have access to a process to protest the assignment of duties for which the teacher is not qualified or conditions which make it difficult to render professional service.
- 9.5 In the event that a reduction in teaching staff is necessary, it shall be conducted with consideration to the following:
- 9.5.1 Program needs: Where reductions are made through program changes, the Board agrees to provide the teacher whose contract is being terminated specified reasons in accord with section 215(3) of the *Education Act*.
  - 9.5.2 Natural attrition.
  - 9.5.3 Seniority while on staff at the Boyle Street Education Centre.
- 9.6 Property Protection
- Where, as a result of maintaining order and discipline among students, a teacher suffers damage or destruction to personal property, the teacher shall be entitled to receive reasonable compensation for financial losses incurred. The Board shall determine the amount of compensation upon being provided with such documentation as may be required, to a maximum of \$2,000.00.
- 9.7 Long Service Incentive
- Teachers who meet the criteria for retirement (at least 15 years of service with the Board and are 55 years of age or older) will also receive a Retirement honorarium of \$1,000.00 upon retiring.

## **10. General Leave of Absence**

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- 10.1 Upon written application by the teacher, a general leave of absence may be granted by the superintendent at no cost to the Board for a period of up to one (1) year.
- 10.2 Except in cases of emergency all requests for leave shall be made in writing to the superintendent at least ten (10) days prior to the beginning of the requested leave.

- 10.3 A general leave may be extended for an additional period upon written application by the teacher and upon approval by the superintendent but in no case can a leave be longer than for a period of one (1) school year.
- 10.4 A teacher granted leave shall be on leave from the school and not from a particular position.
- 10.5 Increments will not be credited to a teacher for the period of the leave unless the teacher is actively engaged in teaching during the leave period and meets the requirements for an experience increment.
- 10.6 Each teacher scheduled to return to duties at the start of the school year following a general leave of absence shall notify the Board in writing, by April 1, of the teacher's intention the following year.
- 10.6.1 A teacher who does not respond by April 1 will be sent a letter by registered mail to an address agreed upon by the teacher and the Board at the commencement of the leave indicating that the teacher must, within forty-five (45) days of the date the letter is mailed, advise the superintendent of schools whether or not the teacher will be returning to duty at the beginning of the following school year. Copies of the registered letters will be sent forthwith to the Association.
- 10.6.2 If a teacher does not respond within the forty-five (45) day limit, that teacher's contract of employment will be deemed to be terminated by mutual consent.
- 10.6.3 A teacher on leave does not have any advantage or is placed at any disadvantage in the event that staff reductions become necessary.

## **11. Maternity Leave**

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- 11.1 Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to 16 weeks.
- 11.2 A teacher shall endeavour to give the Board at least three months' notice, but in any event, not less than six (6) weeks written notice of her intention to take a maternity leave. Such notice shall be accompanied by a medical certificate indicating that the teacher is pregnant and giving the estimated date of birth.
- 11.3 The expected leave return date shall be indicated at the commencement of the leave and the return-to-work notification provided in compliance with the *Employment Standards Code*. When possible, return to work shall be at natural breaks in the school year.
- 11.4 A teacher on maternity leave shall have access to the sick leave as per Article 15. In addition, the Board agrees to ensure that the teacher has access to

benefits for disability for the health-related portion of the pregnancy both pre and postpartum.

- 11.5 Should a teacher wish to continue participation in the benefit plans during maternity leave, provided pursuant to Clause 11.1, the premiums shall continue to be shared between the Board and the teacher pursuant to Article 16 of this agreement. Notice of the teacher's intention to continue participation in the benefit plans must be provided to the Board with the notice required in Clause 11.2.
- 11.6 A teacher shall provide four (4) weeks' notice of intent to return from maternity leave. Upon expiration of the leave provided pursuant to Clause 11.1, the teacher shall be returned to a teaching position.
- 11.7 A teacher on a probationary or temporary contract shall be eligible for maternity leave during the term of the teacher's contract.

## **12. Adoption Leave**

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Upon request, a teacher shall be entitled to adoption leave for a period of up to thirty-seven (37) weeks under the conditions specified below:

- 12.1 The teacher shall notify the Board upon receipt of the notice of approval to adopt.
- 12.2 The leave shall commence at any time prior to and including the date of the arrival of the adopted child, provided that the teacher supplies the Board with proof of the impending adoption.
  - 12.2.1 Where both parents are members of the teaching staff of the Board, either parent may take the parental leave, but the Board is under no obligation to allow both parents to be on leave at the same time.
- 12.3 Should a teacher wish to continue participation in the benefit plans during adoption leave, granted pursuant to Clause 12.1, the premiums shall continue to be shared between the Board and the teacher for ten (10) weeks pursuant to Article 16 of this agreement. Notice of the teacher's intention to continue participation in the benefit plans must be provided to the Board with the notice required in Clause 12.2.
- 12.4 Notwithstanding Clause 12.3, adoption leave shall be at no cost to the Board.
  - 12.4.1 Where a teacher elects to retain their benefits coverage during the adoption leave, when the teacher becomes fully responsible for the cost of the benefits coverage, that the teacher be provided with the option to prepay their benefits prior to the commencement of the leave.

- 12.5 A teacher shall provide four weeks' notice of intent to return from adoption leave. Upon expiration of the leave provided pursuant to Clause 12.1, the teacher shall be returned to a teaching position.
- 12.6 During the period of adoption leave, a teacher shall not accumulate experience toward the granting of increments.

### **13. Parental Leave**

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- 13.1 Upon request, a teacher shall be provided parental leave as an extension to maternity leave for up to thirty-seven (37) weeks.
- 13.2 A teacher who has not accessed maternity leave or adoption leave is entitled to a parental leave of up to thirty-seven (37) weeks within fifty-two (52) weeks after the birth of the teacher's child or a child has been placed with the teacher for the purpose of adoption. Should a teacher wish to continue participation in the benefit plans during parental leave, granted pursuant to Clause 13.1 the premiums shall continue to be shared between the Board and the teacher for ten (10) weeks pursuant to Article 16 of this agreement. Notice of the teacher's intention to continue participation in the benefit plans must be provided to the Board with the notice required in Clause 13.4.
- 13.3 Where both parents are members of the teaching staff of the Board, either parent may take the parental leave, but the Board is under no obligation to allow both parents to be on leave at the same time.
- 13.4 The teacher shall provide the superintendent with at least six (6) weeks written notice prior to the requested parental leave.
- 13.5 Notwithstanding Clause 13.2, parental leave shall be at no cost to the Board.
- 13.5.1 Where a teacher elects to retain their benefits coverage during the parental leave, and when the teacher becomes fully responsible for the cost of the benefits coverage, the teacher will be provided with the option to prepay their benefits.
- 13.6 Notwithstanding Clause 13.2, while on parental leave of absence, a teacher may access the Board's benefit plans as identified in Article 11, at no cost to the Board.
- 13.7 A teacher shall provide four weeks' notice of intent to return from parental leave. Upon expiration of the leave provided pursuant to Clauses 13.1 or 13.2, the teacher shall be returned to a teaching position.
- 13.8 During the period of parental leave, a teacher shall not accumulate experience towards the granting of increments.

## 14. Temporary Leave of Absence

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### 14.1 Personal Leave

Subject to five (5) days' notice where possible, leaves for personal reasons to a maximum of two (2) school days with pay and benefits per year may be granted as approved by the superintendent. Requests made under this clause shall not be unreasonably denied.

14.1.1 A teacher on a probationary or temporary contract must be under contract for a minimum of ninety (90) instructional days before being eligible for personal leave under this article.

### 14.2 Personal Court Appearances

Teachers shall be granted leave with pay and benefits to respond to jury duty or are served with a subpoena to appear in court.

14.2.1 Notwithstanding Clause 14.2, in other instances where a teacher is required to attend any court proceeding as a witness in a cause other than their own, the teacher shall be granted leave with pay and benefits.

### 14.3 Compassionate Leave

Leaves with salary and benefits shall be granted to a teacher when necessitated by the critical illness or death of a spouse, child, brother, sister, parent, grandparent, grandchild, parent of spouse, or daughter-in-law or son-in-law, brother-in-law, sister-in-law, for not more than:

- a) five (5) operational days for critical illness; or
- b) five (5) operational days for death; or
- c) ten (10) operational days for critical illness and death.

14.3.1 Two (2) days' leave with salary and benefits will be granted to teachers to attend the funeral of a grandparent or spouse.

14.3.2 In the event of major surgery of a teacher's child, parent, spouse, brother or sister, the teacher shall be granted a maximum of three (3) days' leave of absence with pay and benefits. The teacher shall, if requested by the superintendent, provide a note from the attending physician attesting to the major surgery. Additional leave may be granted, at the discretion of the superintendent, as circumstances warrant. Leave may be granted for people not named on the list at the discretion of the superintendent.



14.3.3 One (1) day of leave with salary and benefits will be granted to teachers to attend the funeral of an aunt, uncle, niece, nephew, or any other relative who is a member of a teacher's household.

14.3.4 Leave with pay and benefits up to three (3) days per school year necessitated to provide care for a family member, make arrangements for medical care of a family member, or attend to other legal or business issues necessary for long-term or emergent support of a family member. Family members include a spouse, parent, spouse's parent, child or a member of the teacher's household.

#### 14.4 Graduation and Convocation

For attendance at the teacher's, teacher's spouse or teacher's child's convocation ceremonies, a teacher shall be granted one (1) full day with pay.

14.5 The Board shall implement a deferred salary leave plan as per Revenue Canada requirements for eligible teachers. Eligible teachers shall be teachers on continuing contract who have four consecutive years of service to the Board.

14.6 Additional leaves of absence may be granted at the discretion of the superintendent with pay and benefits, with pay and without benefits, without pay and with benefits, and without pay and without benefits.

14.6.1 A teacher on deferred leave does not have advantage or disadvantage in the event staff reductions become necessary.

#### 14.7 Birth of Child

A teacher shall be granted a maximum of three (3) days of leave with pay and benefits on the occasion of the birth of their child. These days must be taken within two (2) weeks of:

- a) the date of birth; or
- b) the day the child is released from the hospital; or
- c) the day the mother is released from the hospital.

#### 14.8 Association Leave

Teachers elected to the Boyle Street Education Center Negotiating Subcommittee shall be granted leave with salary and benefits. A maximum of three (3) teachers elected to the Boyle Street Education Center Negotiating Subcommittee shall be granted leave with salary and benefits. Costs of substitute teacher(s), as per Clause 8.1, is reimbursed by the Association to the Board. Such leave will be for the purposes of preparing for and executing negotiations with the Board and will not exceed a maximum of eight (8) school days per

school year in years where the collective agreement is open for bargaining. Should there be unusual circumstances during collective bargaining, the superintendent may, at their discretion, increase the number of days available for leave.

## **15. Sick Leave with Pay**

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- 15.1 Sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment, or on account of injury, illness or disability of the teacher. Teachers shall endeavour to schedule dental treatments so as to minimize disruption to the instructional program outside of regular school hours.
- 15.2 A teacher on a continuous, interim or probationary contract shall have access to twenty (20) school days of sick leave annually the unused portion of which cannot be carried forward to future years.
- 15.3 A teacher on a temporary or part-time contract shall have a sick leave entitlement determined by dividing by nine (9) the total number of teaching days that the teacher taught for the Board during the school year.
- 15.4 A certificate of illness from a qualified medical or dental practitioner:
  - 15.4.1 May be required by the Board for a period of illness of four (4) consecutive teaching days or fewer. Should a certificate be required by the Board, this request shall be made prior to the teacher's return to work.
  - 15.4.2 Will be required by the Board for a period of illness in excess of four (4) consecutive teaching days. Any cost required for filling out the certificate shall be borne by the Board.
  - 15.4.3 Should the Board wish to introduce a specific medical certificate for use, the parties agree to negotiate the content of that certificate.
- 15.5 Teachers shall be allowed five (5) sick leave days per year of their annual sick leave entitlement with pay and benefits to attend to the medical concerns of their spouse, dependents, or parents.
- 15.6 A teacher, who is quarantined by order of the Medical Officer of Health, or by a Provincial authority, shall be granted leave with pay if the absence is for quarantine. Teachers who are not ill during their quarantine may be assigned to work from home during their confinement.

## **16. Group Benefits Plan**

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- 16.1 The Board shall continue to contribute to the payment of premiums, on behalf of all participating teachers who meet the eligibility of the carrier's plan.

- 16.2 Participation in the plans shall be a condition of employment for all teachers, who meet the eligibility of the carrier's plan.
- 16.3 Notwithstanding Clause 16.2 a teacher may waive participation in the Extended Health Care and Dental Care by stating in writing that coverage exists through their spouse's plan; or if the teacher is covered by First Nations' funding and provides a written statement to the Board verifying that such is the case.
- 16.4 The Board shall contract for and implement the following group benefit plans:
  - 16.4.1 Life Insurance
  - 16.4.2 Accidental Death and Dismemberment
  - 16.4.3 Dependent Life Insurance
  - 16.4.4 Short-term Disability
  - 16.4.5 Long-term Disability Insurance
  - 16.4.6 Extended Health Care
  - 16.4.7 Dental Care Insurance
- 16.5 The payment of contributions for the plan as set out in 16.4 above shall be as follows:
  - 16.5.1 Life Insurance. The employer shall pay 100% of the cost of Life Insurance premiums.
  - 16.5.2 Accidental Death and Dismemberment. The employer shall pay 100% of the cost of Accidental Death and Dismemberment premiums.
  - 16.5.3 Dependent Life Insurance. The employer shall pay 100% of the cost of Dependent Life Insurance premiums.
  - 16.5.4 Short-term Disability (STD). The employee and employer shall each pay 50% of the cost of Short-term Disability premiums.
  - 16.5.5 Long-term Disability (LTD) Insurance. The employee and employer shall each pay 50% of the cost of Long-term Disability Insurance.
  - 16.5.6 Extended Health Care. The Employer shall pay 100% of the Extended Health Care premiums.
  - 16.5.7 Dental Care Insurance. The Employer shall pay 100% of the cost of Dental Care premiums.

## 16.6 Health Spending Account

Effective September 1, 2022, the Board will contribute \$750 for each eligible teacher.

- 16.6.1 Effective September 1, 2023, the Board will contribute \$850 for each eligible teacher. If a teacher leaves the school prior to the end of the school year, this amount shall be pro-rated on the amount of time worked providing that the Health spending account has not already been depleted.
  - 16.6.2 The Board will establish for each teacher on a continuing, interim, probationary, or temporary contract of at least three months' duration, a Health Spending Account. Eligible teachers shall be actively at work, on maternity leave, on paid sick leave or on disability.
  - 16.6.3 A sum as identified above for each respective year per regular full-time teacher shall be allocated by the Board to a Health Spending Account for each eligible teacher effective September 1 of each calendar year.
  - 16.6.4 This Health Spending Account shall be provided to regular part-time teachers on a prorated basis, based on their full-time equivalency (FTE).
  - 16.6.5 Any unused credits in a teacher's Health Spending Account as of August 31 of each calendar year may be carried forward for a maximum of one (1) school year.
  - 16.6.6 The Health Spending Account may be utilized by teachers for the purpose of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act*.
  - 16.6.7 The Health Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable regulations in effect at the time of implementation and during the course of operation of the Health Spending Account.
  - 16.6.8 Should the Board choose to self-administer the Health Spending Account it will ensure procedures are put in place to protect the medical information of the teachers and their dependants.
- 16.7 The Board agrees not to seek to change or select benefit coverage which would reduce the entitlement of teachers to group benefit coverage as established in this agreement.
- 16.8 On date of hire or before August 15 of each year, eligible teachers may choose to direct the next school year's HSA annual amount to the ATA Group Registered Retirement Savings Plan (RRSP) from Capital Estate Planning. If no choice is

made by the teacher within the time frame above, contributions will be made to the HSA in clause 16.6.

For the purpose of this clause, eligible teacher is defined as a teacher employed under a temporary, interim, probationary or continuous contract during the school year.

Contributions to the HSA or RRSP shall be made on a monthly basis from September to June based on the FTE of the teacher on each applicable month.

## **17. Conditions of Practice**

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17.1 A teacher not in receipt of any administrative allowance will not be assigned duties in excess of One Thousand Eight Hundred (1800) minutes in a week.

17.1.1 Teachers will be assigned no more than 916 hours of instruction in a school year.

17.1.2 Teachers will be assigned duties no more than 1200 hours in a school year.

17.2 Assignable Time Definition:

17.2.1 Assigned Time is defined as the amount of time that the Board assigns teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to: a) operational days (including teachers' convention) b) instruction c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks d) parent teacher interviews and meetings e) Board and school directed professional development, time assigned to teacher professional development, and travel f) staff meetings g) time assigned before and at the end of the school day h) other activities that are specified by the Board to occur at a particular time and place within a reasonable work day.

17.2.2 Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.

17.3 Duty Free Lunch

17.3.1 Effective September 1, 2023 the Board will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked. Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two

periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the Board.

17.3.2 When reasonable, this break shall occur in the middle of the assignment.

17.3.3 These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.

#### 17.4 Right to Practice Within a Standard

17.4.1 The teacher is responsible for diagnosing instructional needs, prescribing and implementing instructional programs and assessing the progress of students.

17.4.2 The teacher is the final authority in the implementation of a prescribed, approved or authorized program in their classroom.

17.4.3 The teacher will be free from unwarranted interference in the organization of the learning experience in their classroom.

17.4.4 The teacher will be restricted to the scope of practice under the of TQS/LQS.

17.4.5 The teachers will be directly involved in all professional decisions in the school that affect them.

#### 17.5 Right to Disconnect

17.5.1 Disconnecting from work is not engaging in work-related communications, including emails, telephone calls, video calls or the sending or reviewing of other messages, so as to be free from the performance of work.

17.5.2 Teachers and teacher leaders can disconnect from 6:00 pm to 6:00 am weekdays and no electronic/phone communication on Saturdays and Sundays between administration, teaching staff and parents. This would exclude off campus learning experiences.

17.5.3 It is understood that if there is an emergency that these provisions may be waived.

## **18. Bargaining Unit Dues and Fees**

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- 18.1 All persons employed by the Board in positions requiring a valid teaching certificate shall pay fees as set by the Association. The Board shall deduct these fees from the above identified teachers, other than the excluded categories as mentioned in clause 1.2 and shall pay the fees on a monthly basis to the Association.
- 18.1.1 The Board shall deduct annually, in October, from each teacher's month end pay the established fee for an associate member of the Association.
- 18.2 The Board agrees to provide the Association with a list of teachers for whom Association dues and fees are deducted.
- 18.3 The Board agrees to provide the Association with a service list of its teachers on September 15 and February 1 respectively indicating date of hire and length of service.
- 18.4 Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Board shall not be held liable for any costs arising from the resolution of any dispute.

## **19. Grievance and Interpretation Procedures Arising from this Agreement**

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- 19.1 A grievance is defined as any difference between the parties concerning the interpretation, application, administration, or alleged violation of this collective agreement. Any grievance, including questions as to whether the differences are arbitrable, shall be dealt with as follows.
- 19.2 Individual Grievance
- Step 1
- Any individual grievance must be submitted to the superintendent and the Negotiating Subcommittee (NSC) chair and the coordinator of Teacher Welfare within twenty (20) working days of the date the teacher first became aware of the alleged violation or misapplication.
- 19.2.1 All grievances must be presented in writing and shall set out the nature of the difference, the article(s) of the agreement which have allegedly been violated and the remedy sought.
- 19.2.2 The superintendent shall respond to the grievor, the Negotiations Support Committee chair and the coordinator of Teacher Welfare in writing within twenty (20) days of receipt of the grievance.

## Step 2

If the teacher is not satisfied with the superintendent's response, then the Association may within fifteen (15) working days of receipt of the response, refer the grievance to arbitration as outline in Clause 19.4.

19.2.3 Failure to submit a grievance within the time limits specified shall render the grievance void.

### 19.3 Association and Board Grievance

19.3.1 Where a difference arises between the Association and the Board as to the interpretation, application, operation or contravention, or alleged contravention of this agreement, or as to whether such difference can be the subject of arbitration, the Association or the Board shall have the right to present a grievance. All grievances must be presented in writing and shall set out the nature of the difference, the article(s) of the agreement which have allegedly been violated and the remedy sought. All such grievances shall be submitted to the superintendent or in the case of the Board, the coordinator of Teacher Welfare. The respondent shall have twenty (20) working days to reply in writing. If a grievance is denied, either party may advance the matter to arbitration within fifteen (15) working days of receipt of the reply, or if no reply is received, within thirty (30) working days of submission to the other party.

### 19.4 Arbitration Board

19.4.1 Either party to this collective agreement may, by written notice served on the party within the timelines specified in Clauses 19.2 or 19.3, request the appointment of a single arbitrator as hereinafter provided. If such notice is not served within the time limits specified in these clauses, the grievance shall be deemed to be at an end. The parties may, by mutual agreement, consent to postpone the arbitration hearing. Such notice shall contain a statement of the nature of the grievance.

19.4.2 The single arbitrator shall determine their own procedure and shall give full opportunity to all parties to present evidence and to be heard.

19.4.3 The arbitrator shall not change, modify, or alter any of the terms of this agreement. Neither shall the arbitrator make a decision, which is contrary to the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by or not arising during the term of this agreement.



- 19.4.4 The arbitrator shall give a decision not later than fourteen (14) days after appointment except that with the consent of both the Board and the Association, such limitation of time may be extended. The findings and decisions of the arbitrator shall be binding on the parties.
- 19.4.5 The parties shall share equally the expenses of the single arbitrator.
- 19.5 Where any references in this article, grievance and interpretation procedures, are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory holidays and holiday periods.
- 19.6 By mutual agreement between the Board and the Association, any of the dates contained in this article may be extended.

## **20. Professional Improvement Leave**

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- 20.1 The Board shall provide to each teacher on a contract of employment an annual amount of \$1,100 to be used for the purposes of professional development (PD). Teachers hired after the beginning of the school year will have their professional development amount prorated as follows:  $1/10 \times \$1,100 \times \text{number of months under contract}$ . A teacher may carry forward any unused portion of their annual professional development allocation to a maximum of one year.
- 20.1.1 Where unused monies in a teacher's PD account reverts back to the Board because the carry forward amount had been reached or because of resignation or death, the unused monies will be contributed to a Boyle Street Whole Staff Group PD account administered by the principal in conjunction with the superintendent, to a maximum of \$10,000.00.
- 20.2 The Board shall pay the cost of one (1) substitute teacher, where one is required for each day for each teacher participating in a professional development activity covered by Clause 20.1.
- 20.3 Professional growth plans will be funded subject to the approval of the superintendent.
- 20.4 The Association and the Board share the belief that academic research is an integral component to the success of BSEC and is best conducted with in conjunction with teachers at BSEC.
- 20.4.1 Where a teacher is engaged with academic research activities approved by the Board, the teacher may be provided with release time from their regular duties to participate in the research project at the discretion of the Board.
- 20.4.2 Tuition support to complete a master's degree may be granted, upon application, to a teacher on continuing contract and with five (5) or more years of service with this Board.

20.4.3 The Board will determine both the number and the persons to be granted tuition support after considering the seniority of each applicant and the interests of the school system. The maximum percentage for tuition support will be \$2500.00/fiscal year.

**21. Management Rights**

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21.1 Management reserves all rights not specifically restricted by legislation and/or this collective agreement.

**IN WITNESS WHEREOF** the parties have executed this collective agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOYLE STREET EDUCATION CENTRE

ALBERTA TEACHERS' ASSOCIATION

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For the Board

\_\_\_\_\_  
Associate Coordinator—Collective  
Bargaining, Teacher Employment  
Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Letter of Understanding #1 – Support for Inclusion**

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Form a committee to propose language for the next Collective Agreement revolving around

- a definition of inclusion.
- the necessary conditions required to be in place prior to the placement of a student with exceptionalities in the school and classroom.
- the supports for an Inclusion Model.