

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**VALHALLA SCHOOL FOUNDATION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2018 to AUGUST 31, 2021**

This agreement is made in quintuplicate this \_\_\_\_ day of \_\_\_\_\_ pursuant to the *Education Act, the Alberta Human Rights Act, the Occupational Health and Safety Act, the Employment Standards Code and the Labour Relations Code.*

Between the Valhalla School Foundation Charter No 13, 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 Association is the sole bargaining agent for the teachers employed by the Board, and

Whereas certain terms and conditions of employment and salary 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 certain terms of employment of the teachers.

It is imperative to the success of the Valhalla Community School that its teachers and Board members all strive to support the focus of the Charter agreement with the Minister of Education, and the ways the Charter make the Valhalla Community School unique from other schools.

## **1. APPLICATION/SCOPE**

- 1.1** This agreement applies to all employees of the Board who as a condition of their employment must possess a valid teaching certificate issued under the authority of Alberta Education, Province of Alberta, herein collectively called the teachers, or where the context requires, teacher, excluding any position containing the term superintendent in its position title.
- 1.2** The Board retains those residual rights of management not specifically limited by the expressed terms of this agreement.
- 1.3** All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Board from each teacher’s month end pay and remitted to the Association following the deduction. 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.
  - 1.3.1** Notwithstanding Article 1.3 the Board shall deduct annually, from the October month-end pay, the Associate membership fee established by the Association.
  - 1.3.2** The Board agrees to provide the Association with a list of employees from whom Association dues and fees are deducted.

1.3.3 The Board agrees to provide the Association with a list of its employees on September 15 and February 1 respectively indicating date of hire and length of service.

13.3.4 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.

**2. TERM**

2.1 Unless otherwise provided for in this agreement, this agreement shall be in full force and effective from the date of ratification until August 31, 2021.

2.2 Not less than 60 nor more than 120 days prior to the termination of the agreement, either party may serve notice on the other in writing of its intention to commence collective bargaining. At the first meeting between the parties following such notice, the parties shall exchange particulars of the amendments they seek.

**3. SALARY**

3.1.1 The amount of education and teaching experience computed as hereinafter provided shall together determine the basic salary rate for each teacher employed by the Board. The basic salary and allowances shall be paid to teachers through electronic transfer of funds on the 23 day of every month except December when teachers shall be paid on the last teaching day of the month.

3.1.2 Salary Schedule Effective September 1, 2018

<b>Years of Teaching Experience</b>	<b>Years of University Training</b>				
	<b>Two</b>	<b>Three</b>	<b>Four</b>	<b>Five</b>	<b>Six or more</b>
0			60,346	63,383	70,007
1			64,114	67,194	70,771
2			67,880	70,999	74,594
3			71,644	74,805	78,421
4			75,411	78,612	82,245
5			79,183	82,419	86,072
6			82,946	86,227	89,893
7			86,713	90,034	93,719
8			90,477	93,845	97,546
9	63,542	69,812	94,253	97,651	101,370

- 3.1.3 The grid salary amounts shall increase by the same percentage and effective dates as the Peace Wapiti School Division/Alberta Teachers' Association collective agreement.

## **3.2 Education**

- 3.2.1 The evaluation of a teacher shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service (TQS) in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under memorandum of agreement among the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.
- 3.2.2 A teacher, upon commencement of employment, must submit to the secretary treasurer proof of teacher qualifications in the form of a TQS evaluation, or such proof of application for same within 30 days, to facilitate the adjusted placement on the salary schedule.
- 3.2.3 Until the teacher submits satisfactory evidence in accordance with clause 3.2.2, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications.
- 3.2.4 If a teacher does not submit evidence of teaching education to the Board within 90 days or provide to the Board proof of having applied for same within 30 days from the commencement of the school year, or from the date of commencement of employment, the Board shall adjust the salary effective the date such evidence is submitted.

## **3.3 Experience**

- 3.3.1 A teacher who provides active teacher services with the Board for a minimum equivalent of 120 full teaching days over a period of three years with the Board shall accrue one teaching experience increment.
- 3.3.2 Any substitute teacher employed for more than 130 days over a period of three consecutive school years with the Board, shall be given one experience increment.
- 3.3.3 The number of days of teaching experience earned by a teacher with another school board in Canada, or a post-secondary institution in Alberta for which an Alberta teaching certificate or its equivalent was required, or other teaching experience as approved by the Board, will be counted as teaching experience.

- 3.3.4 The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year or February 1. No teacher shall earn more than one experience increment in any one school year.
- 3.3.5 Each teacher claiming additional teaching experience and each teacher commencing employment with the Board, shall submit satisfactory evidence of teaching experience to the Board within 90 calendar days or submit satisfactory evidence to the Board of having applied for same within 30 teaching days from commencement of the school year or commencement of employment.
- 3.3.6 Submission of satisfactory evidence of teaching experience will result in appropriate placement on the salary schedule. The teacher will be placed in the salary schedule according to the most recent evidence of experience until alternate documentation is provided. If a teacher does not submit evidence of teaching experience to the Board within the aforementioned timeline, the Board shall adjust the salary effective the date such evidence is submitted.

#### **4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE**

- 4.1 In addition to the basic salary effective September 1, 2013 an administrative allowance shall be paid to a principal and it shall be calculated in accordance with the following schedule based on the September 30, grade 1-12 student count and the October 30 ECS student count:

Basic Allowance of \$13,708.00 per year, plus a "Per Student" Allowance as follows:

- \$0 For each of the first 50 students of the school(s) enrolment
- \$45.54 For each of the next 50 students enrolled (51-100)
- \$37.10 For each of the next 200 students enrolled (101-300)

4.1.1 Students shall include ECS students calculated on the basis of .5 FTE.

4.1.2 The principal's allowance shall increase by the same percentage and effective date as the principal's allowance contained in the Peace Wapiti School Division/Alberta Teachers' Association collective agreement.

- 4.2 In the event that a new position for which an allowance is to be paid is created during the contract period, the allowance to be paid with respect to

that position shall be set by the Board and the matter shall, if local teachers or the Board decides, be a subject for negotiations in collective bargaining between the parties to this collective agreement.

- 4.3** Where the principal is absent from the school, a teacher shall be appointed to carry out administrative duties when the principal is absent from the school for the day.
  - 4.3.1 The Acting Allowance daily rate shall increase by the same percentage and effective date as the principal's allowance contained in the Peace Wapiti School Division/Alberta Teachers' Association collective agreement.
- 4.4** If the principal is absent for more than five consecutive teaching days, a teacher shall be appointed acting principal and shall be paid according to 4.1 of the current collective agreement. In such a case, the acting principal shall be paid from the first day the principal is absent.

## **5. SUBSTITUTE TEACHERS**

- 5.1** A substitute teacher shall be paid a flat rate of ~~\$225.22~~ \$229.72, including four per cent holiday pay, for each full day taught. ~~Effective September 2015 the rate will be \$229.72.~~
  - 5.1.1 A substitute who teaches either morning or afternoon will receive one half of the daily rate.
  - 5.1.2 The daily rate shall increase by the same percentage and effective date as the substitute pay contained in the Peace Wapiti School Division No 76/Alberta Teachers' Association collective agreement.
- 5.2** After four consecutive school instructional days, in relief of the same teacher, a substitute shall be paid 1/200 of the grid plan per day.
- 5.3** In the event that a substitute teacher's assignment is cancelled by the Board and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Board and carry out those duties that are assigned to the substitute teacher by the Board.
  - 5.3.1 The provisions of clause 5.3 shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if the affected substitute teacher refuses another assignment offered by the Board for the same date as the cancelled assignment.

## **6. PART TIME TEACHERS**

- 6.1** A part-time teacher is a teacher regularly employed by the Board for less than the regular hours of instruction per week. Part-time teachers shall receive the salary and benefits stipulated in this agreement on a prorated basis according to the percentage of time worked.

## **7. GROUP BENEFITS**

- 7.1** Eligible employees must participate in the Employee Benefits Program as a condition of employment.

- 7.2** Participation in the Insured Employee Benefit Program is limited to employees who work on a continuous basis, and have an assigned position of at least 0.2 FTE.

- 7.3** The following insured benefit plans are included as part of the Employee Benefits Program and the Board will pay 100 per cent of the following benefit premiums pro-rated by FTE.

- a) Employee Life Insurance
- b) Employee Accidental Death & Dismemberment
- c) Long Term Disability Insurance (LTD)
- d) Extended Health Care
- e) Dental Insurance
- f) Short Term Disability Insurance (STD)

- 7.4** Employees may waive coverage for Extended Health Care and Dental Insurance coverage if they have this type of coverage as a dependent under a spouse's plan. If an employee's coverage under a dependant's plan ceases, he/she may apply for health and dental coverage under the Board's plan within 30 days of losing that other coverage without the requirement for medical evidence of insurability.

### **7.5 Health Spending Account**

- 7.5.1** The Health Spending Account (HSA) of \$550 per teacher will be deposited into each teacher's account.

- 7.5.2** The HSA will conform to the *Income Tax Act* rules that limit the carryover of Health Spending Account amounts to two years.

- 7.5.3** The HSA amount shall equal the amount contained in the Peace Wapiti School Division collective agreement.

- 7.5.4** Effective September 1, 2019, the HSA amount for the school year is \$725.

## **7.6 Combined Health Spending Account (HSA)/Wellness Spending Account (WSA)**

7.6.1 Effective January 1, 2021, eligible teachers may choose to direct the next year's annual amount to a Wellness Spending Account (WSA).

7.5.3 On an annual basis, each eligible teacher will have the option to allocate all or a portion of their annual HSA credit to a WSA. If annual credits are not allocated, then all credits will be allocated to their HSA. Allocation of funds and their use will be at the sole discretion of the teacher. "Eligible Teacher" under this provision means a teacher on a continuing, probationary, temporary or interim contract. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance.

## **7.7 Northern Travel Benefit – Northern Medical Benefit – Effective the first day of the month following the date on which the parties sign the collective agreement**

7.7.1 For those teachers who inform the Board that they are eligible and for purposes of this collective agreement, \$4,000 of the annual salary as set out in clause 3.1.2 of this collective agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by CRA and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Board and shall be in accordance with the provisions set by CRA.

7.7.2 For those teachers who inform the Board that they are eligible and for purposes of this collective agreement, \$2,000 of the annual salary as set out in clause 3.1.2 of this collective agreement shall be considered to be a Northern Medical Travel Assistance Benefit paid in a designated area as defined by CRA and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Board and shall be in accordance with the provisions set by CRA.

## **8. PROFESSIONAL DEVELOPMENT**

**8.1** The Board will provide each teacher, with an annual professional development fund of at least \$1,000 to cover the cost of fees, travel expenses, and substitute costs, to attend seminars, workshops, courses,



conferences or conventions or other as approved directly related to the teacher's position with the Board.

- 8.2** The Board would encourage the teachers to direct their professional development toward the unique components of the Charter including, but not limited to; the direct instruction model of teaching, fostering the development of leadership skills and second language in their students.
- 8.3** A teacher wishing to pursue a professional development opportunity and access their professional development fund must make application to the superintendent and receive the superintendent's approval. Such approval shall not be unreasonably denied. Without restricting the generality of the foregoing, a significant issue that the superintendent will consider in reviewing such applications will include the total number of days absent as a result of the professional development opportunity as well as the cost to the Board. The application will contain the following information:
- a) nature of the professional development opportunity
  - b) date(s) and location
  - c) cost of fees and materials, and
  - d) anticipated expenses, if any, associated with the attendance.
- 8.4** This fund cannot be carried forward to subsequent years unless otherwise agreed and is not payable to the teacher upon termination of the employment relationship between the teacher and the Board. The cost of expenses associated with an approved professional development activity shall be covered by the Board in accordance with Board policy.
- 8.5** The Board will cover the cost of the fees for the teachers to attend the Mighty Peace Teachers' Convention, or other Teachers' Convention as approved.

## **9. SICK LEAVE**

- 9.1** The Board provides teachers with 20 teaching days of paid sick leave per year effective the first day of the school year.
- 9.2** Employees will suffer no loss of regular earnings while on sick leave.
- 9.3** A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three consecutive teaching days may be required to present a medical certificate or note signed by a medical doctor.

### **9.4.1 II. Medical Leave of Absence**

Weekly Indemnity (formerly known as Short-term disability)

In accordance with the terms of the group benefit plan, if you become totally disabled because of an accident you will be eligible for payments on the date you become totally disabled or the first day you consult a doctor, whichever is later. If you become totally disabled because of an illness you will be eligible for payments after 7 days of uninterrupted total disability or the first day you consult a doctor, whichever is later.

Return to work requires a medical certificate of sound health and fitness for all duties of the position.

While receiving Weekly Indemnity Benefits, coverage under all plans will continue on the same cost-sharing basis.

#### 9.4.2 Long Term Disability

In accordance with the terms of the group benefits plan, payments begin after you have been totally disabled for an uninterrupted period of 17 weeks or after the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan, whichever is later.

## 10. MATERNITY, ADOPTION AND PARENTAL LEAVE

**10.1** Upon request, a teacher shall be entitled to an unpaid maternity leave of absence for a period of up to 15 weeks. Such leave shall commence:

- a) as early as any time in the 10 weeks immediately preceding the estimated date of delivery, and
- b) no later than the date of delivery

10.1.1 Each teacher shall endeavor to notify the Board of her leave requirements three months in advance; however, she shall give the Board at least six weeks' notice of the day on which she intends to commence maternity leave.

10.1.2 Prior to the leave commencing, each teacher shall endeavor to provide the Board with the date she plans on returning to work, however, she shall give the Board at least four weeks' notice of the day on which she intends to return to work. Any such notice shall be in writing.

10.1.3 Teachers returning from maternity leave shall be returned to the position held at the commencement of the leave. The phrase "returned to the position held at the commencement of the leave" does not imply that a teacher on leave has any advantage or

disadvantage in the event that staff reduction or program changes become necessary in a particular school.

**10.2** A teacher on maternity leave shall access the Board's Supplemental Unemployment Benefit (SUB) where the teacher provides proof of the date EI benefits commence.

10.2.1 The Board agrees to pay 100 per cent of the teacher's salary for the two-week waiting period before Employment Insurance Maternity Benefits commence and "top up" the basic Employment Insurance benefit to 95 per cent of the teacher's salary for the first eight weeks that the employee is in receipt of Employment Insurance Maternity benefits.

10.2.2 Should the teacher be unable to work for health-related reasons beyond that eight-week period the teacher shall be entitled to access Short-Term or Long-Term Disability benefits if eligible.

10.2.3 Teachers who are ineligible for Employment Insurance shall be entitled to access available sick leave credits or other benefits, if eligible, if the teacher is unable to work for health-related reasons.

10.2.4 The Board shall pay its portion of each teacher's benefit plan premiums during the portion of her maternity leave which is covered by the SUB plan. A teacher on maternity leave may continue with her benefits as long as she pays the premiums.

### **10.3 Parenting/Adoption Leave**

10.3.1 A teacher shall be eligible for a leave without pay and benefits for up to 37 weeks within 52 weeks after the birth of the teacher's child or a child being placed with the teacher for the purpose of adoption.

10.3.2 The leave shall be without pay, Board contributions to the benefit premiums, sick leave benefits and will not be counted for the granting of increments.

10.3.3 During this 37-week period, each teacher shall be eligible to maintain his/her benefit insurance coverage provided he/she pays 100 per cent of the premium.

10.3.4 If both mother and father are employed by the Board, only one shall be entitled to leave under these provisions at one time.

**10.4** The teacher shall provide written notification of the leave requirements to the superintendent six weeks before the first day of the leave.

10.4.1 In the case of adoption leave where the date of the child's placement with the teacher was not foreseeable, the teacher must give the Board written notice at the earliest possible date that the teacher will start or has started adoption leave.

10.4.2 A teacher shall provide the superintendent with four weeks written notice of intent to return from parental leave.

**10.5** A teacher returning from such leave shall be entitled to a teaching position with the Board.

## **11. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE**

**11.1** Two (2) days of personal leave at no cost may be taken per school year.

**11.2** Three days of personal leave per school year at the cost of a substitute teacher per day. No carry forward of these days.

## **12. ASSOCIATION LEAVE AND SECONDMENT**

**12.1** Upon request, the Board shall grant leave to unit members for Association business. The Association shall reimburse the Board the salary of a substitute teacher for each day of leave taken.

## **13. OTHER LEAVES**

**13.1** A teacher shall be entitled to leaves under this clause in accordance with his/her full-time equivalent assignment. A teacher is entitled to a leave of absence with pay and such leave is deemed to be an authorized absence approved by the Board pursuant to the *Education Act*, where such teacher is absent for:

13.1.1 Not more than six days due to critical illness or death of a spouse, child, parent or parent-in-law plus any required traveling time not exceeding two days. Critical illness shall be interpreted as a person in critical condition supported by medical documentation.

13.1.2 Not more than two days due to death and one day due to critical illness of a grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law or brother-in-law, plus any required traveling time not exceeding two days. Critical illness shall be interpreted as a person in critical condition supported by medical documentation.

13.1.3 Not more than one day to attend the funeral of an aunt, uncle, niece or nephew, plus any required traveling time not exceeding two days.

- 13.1.4 Not more than one day to attend to the funeral of a friend at the cost of a substitute teacher.
- 13.1.5 Effective September 1, 2018, in any one school year, five (5) days with pay and benefits will be provided for the care of an ill family member, make arrangements for medical care of a family member, travel for out of town medical or dental treatment, attend to other legal or business issues necessary for long-term or emergent support of a family member. Where possible, the teacher will provide written notice to the Board.
- 13.1.6 Immediate family members shall be defined as the employee's spouse, child, parent, grandparent or other individual for whom the employee is the legal guardian or appointed caretaker.
- 13.1.7 Not more than two days in a school year for attending the birth of the teacher's child
- 13.1.8 Not more than two days in a school year for the adoption of a child.
- 13.1.9 Leave of absence without loss of salary shall be granted:
  - (a) for jury duty or any summons thereto;
  - (b) to answer a subpoena to attend as a witness in a court of law in Canada provided the teacher is not charged with any offense.

The teacher shall remit any witness fee or jury stipend set by the court.
- 13.1.10 Not more than three days per school year at the cost of a substitute teacher shall be granted where a teacher is absent because, despite reasonable effort, the teacher is unable to travel to his/her school from his/her usual place of residence because of:
  - (a) inclement weather
  - (b) impassable road conditions
  - (c) the failure of transportation facilities other than the teacher's own
- 13.1.11 Upon written request additional leave may be granted by the VSEF Board with salary and benefits, with benefits and no salary or without salary and benefits.

#### **14. LOCAL GRIEVANCE PROCEDURE –**

- 14.1** A grievance is defined as any difference between a teacher or teachers covered by this agreement and the Board concerning the interpretation,

application, operation or alleged violation of this agreement and shall be dealt with in the following manner without the cessation of duties or the refusal to perform duties by any teacher.

- 14.2** Within 20 days from the date of the incident prompting the grievance, the teacher shall submit in writing to the Superintendent the precise nature of the alleged grievance, the name of the teacher concerned, the clause of the agreement from which the alleged grievance arises and the relief requested.
- 14.3** Where a grievance has been filed in accordance with 14.2, the Superintendent shall within 20 days after receipt of the alleged grievance meet with the aggrieved teacher to endeavor to resolve the grievance. The Superintendent shall furnish a written decision to the aggrieved teacher within five days of their meeting.
- 14.4** If the decision of the Superintendent does not result in a settlement, the aggrieved teacher shall submit the grievance in writing to the Board's Grievance Committee within 15 days of receipt of the Superintendent. The request for a Board's grievance committee meeting shall be submitted to the Superintendent.
- 14.5** The Board's Grievance Committee shall be composed of two representatives of the Board.
- 14.6** When the Board's Grievance Committee receives written notice of the submission of a grievance, in accordance with 14.4, it shall be required to give its decision within 21 days following the receipt of such notice.
- 14.7** If the decision of the Board's Grievance Committee does not result in a settlement, either party may by written notice served on the other party within 15 days after the date on which the Board's Grievance Committee notified that parties of the disposition of the grievance, its desire to submit the grievance to arbitration and such notice shall contain the name of the party's nominee.
- 14.8** The party to whom notice is given under 14.7 shall within 15 days after receipt of such notice appoint their nominee and notify the other party of their nominee.
- 14.9** The two nominees appointed in accordance with 14.7 and 14.8 shall appoint an arbitration chairperson agreeable to both parties and these three appointees shall constitute the arbitration board.
- 14.10** The decision of a majority of the members of the arbitration board shall be the decision of the arbitration board and if there is no majority, the decision of the arbitration chairperson shall govern.

**14.11** The arbitration board shall have no power to add to, subtract from or modify any terms of the agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this agreement or to enter any new provisions into this agreement.

**14.12** Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear in equal proportions the expense of the arbitration chairperson.

**14.13** The time limits set out herein for the processing of a grievance shall be adhered to except in the case of mutual agreement in writing to alter the time limits. Failure of a teacher or the Board to act within the time limits prescribed herein shall mean the grievance is forfeited or processed to the next step, as the case may be.

**14.14** For the purpose of clause 14, "days" shall mean consecutive days exclusive of Saturdays, Sundays, holidays and vacations recognized by the Board.

**15. EMPLOYMENT**

**15.1 Honarium Paid by Outside Agencies**

Individuals can be offered honorarium and other benefits from outside agencies for a variety of activities that are performed while under the employ of the Board. These duties can include, but are not limited to, presenting at a Teachers' Convention and working with Student Teacher Placements. The Board will allow the payment of the honorarium to individual teachers. It is the responsibility of the individual to report these earnings as required.

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

VALHALLA SCHOOL FOUNDATION

ALBERTA TEACHERS' ASSOCIATION

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