

**COLLECTIVE AGREEMENT**

**BETWEEN**

***The Northwest Territories Teachers' Association***

**AND**

***The Minister Responsible for the Public Service Act***



**EXPIRES**

**July 31, 2026**

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This Agreement has been reformatted for the purpose of posting it online as a Portable Document Format (PDF) document. In the PDF document, the parties have agreed to hyperlink external sources of referential information. The accuracy of these hyperlinks are subject to changes that are outside the parties' control and the parties agree that external documents hyperlinked in the PDF version of the Agreement do not form part of the Agreement.

## ARTICLE 1

### PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is:

- to maintain harmonious and mutually beneficial relationships between the Employer, the members of the Bargaining Unit and the Northwest Territories Teachers' Association, and
- to state certain terms and conditions of employment on remuneration, work periods, employee benefits and general working conditions affecting members of the Bargaining Unit.

1.02 The parties want to effectively serve the citizens of the Northwest Territories by:

- prioritizing and respecting the Indigenous peoples and cultures throughout the Northwest Territories;
- improving the quality of education in the Northwest Territories,
- improving professional standards,
- producing the highest quality of instructional service,
- promoting the well-being of employees, and
- establishing within the framework provided by law, an effective working relationship at all levels of the Territorial Public Service.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

2.01 For this Agreement,

- (1) "Absence Without Approved Leave" means absence from duty for reasons other than those in [15.12\(1\)](#) without having received prior permission from the Superintendent of the Divisional Education Council.
- (2) "Academic Year" means the portion of the school year between the opening and closing dates of a school.
- (3) "Association" means the Northwest Territories Teachers' Association.
- (4) "Bargaining Unit" means all teachers and substitute teachers employed in the Public Service.
- (5) (a) "Basic Salary" is the salary calculated after verifying training and experience according to the salary schedule in [Appendix C](#).

- (b) "Salary" is basic salary plus the allowances in [Appendix A4](#).
- (6) "Calendar Year" means the period from January 1 to December 31 of the same year.
- (7) "Continuous Employment" means uninterrupted employment in the Public Service and includes:
  - (a) Prior service of a lay-off re-appointed within 12 months, or up to two years at the Employers discretion;
  - (b) The prior service of an employee who ceased to be employed for any reason other than dismissal, abandonment of position or rejection on probation, provided:
    - (i) the prior service was uninterrupted for a minimum of two years; and
    - (ii) the period between the prior service and the return to service is less than 25 months.
  - (c) Prior service of a person appointed to a position within three months of terminating employment in the Public Service of Canada for any reason other than dismissal, abandonment of position or rejection on probation.
  - (d) Where an employee other than a substitute teacher ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, accruals of sick and special leave credits from the prior service will be reinstated.
- (8) "[Daily Rate of Pay](#)" means an employee's annual rate of pay, divided by the number of prescribed school days in the school calendar.
- (9) "Day of Rest" means a day, other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position.
- (10) "Dependent" means
  - (a) The spouse of an employee.
  - (b) Any child of the employee, including a child of whom the employee is a legal guardian, who;

- (i) is attending school or is a student at some other institution, and is under 21 years, or
    - (ii) is under 21 years and dependent upon the employee for support, or
    - (iii) is 21 years or older and dependent upon the employee because of mental or physical illness.
  - (c) Any other relative of the employee who is a member of the employee's household and is totally dependent upon the employee for support because of a mental or physical illness.
- (11) "Designated Representative" means an employee who has been elected, appointed, or designated by the Association to represent the Association at meetings with management and who is authorized by the Association to do so.
- (12) "Divisional Education Council" means Divisional Education Council or a "commission scolaire francophone de division" established under the [Education Act](#).
- (13) "Employee" means a person employed as a teacher in the Public Service excluding substitute teachers.
- (14) "Employer" means the Government of the Northwest Territories as represented by the Minister Responsible for the *Public Service Act* or designate.
- (15) "Fiscal Year" means the period starting April 1 and ending March 31 of the following year.
- (16) "Grievance" means a complaint in writing that an employee, group of employees, or the Association submits to management, to be processed through the grievance procedure.
- (17) "Immediate Family" means **parent, step-parent, sibling**, spouse, child, step-child, **parent-in-law, offspring's spouse**, grandparent, grandchild, a relative who acted as an employee's guardian for at least ten years prior to the employee reaching the age of majority and all relatives permanently residing with the employee.
- (18) "In-service" training means training initiated by the Employer where Employees are required to attend professional or technical training, or workshops.

- (19) "Lay-Off" means the termination of an employee's contract because the employee's position is eliminated or has become redundant and no comparable, alternate position for which the employee is qualified is available.
- (20) "Leave of Absence" means absence from duty with the Employer's permission.
- (21) "May" is permissive; "Shall" and "Will" are imperative.
- (22) "Membership Dues" means the annual dues established pursuant to the constitutional by-laws of the Association as the dues payable by its members as a consequence of their membership in the Association, and may include any initiation fee, insurance premium, or special levy enjoyed by members.
- (23) "Public Service" means the Northwest Territories Public Service as defined in the [Public Service Act](#).
- (24) "Spouse" means a person, regardless of gender, who:
- (a) is married to an employee, or
  - (b) has lived together in a conjugal relationship outside of marriage with an employee and the employee represents that person as their spouse.
- (25) "School Year" means the 12-month period inclusive of only **one (1)** Academic Year. The start of this period coincides with the first pay period for teachers, which is the first pay in August.
- (26) The following are classifications used in the agreement:**
- (a) "Superintendent" means a Superintendent employed pursuant to Section 78 of the [Education Act](#).
  - (b) "Teacher" is an employee who possesses or has applied for a valid Northwest Territories Teaching Certificate or Letter of Authority and includes Classroom Teachers (including Technical Officers holding teaching positions), Language Specialists, Grade Co-ordinators, Subject Co-ordinators, Teacher Consultants, **Teachers employed at either level of Kindergarten**, and Assistant Principals and Principals.
  - (c) "Part-Time Teacher" is a teacher who possesses or has applied for a valid Northwest Territories Teaching Certificate or Letter of

Authority and who is employed less than full- time but on a regularly scheduled basis for at least three months.

- (d) "Substitute Teacher" means a person employed to perform the normal duties of a teacher who is absent.
  - (e) "Night School Teacher" means a person employed to teach at any time other than during the regularly scheduled school day.
  - (f) "Contract Teachers" are employees hired on the basis of an individual contract to perform certain specified duties.
  - (g) a "Term Teacher" means a teacher, other than a substitute or indeterminate teacher, who possesses a valid Northwest Territories Teaching Certificate and who is employed for a fixed period.
- (27) "Point of Departure" means Edmonton.
- (28) "Point of Recruitment" means the Canadian community the employee resides in at the time of initial appointment to the Public Service. At the discretion of the Superintendent, point of recruitment for international hires means the point of entry into Canada or the community outside of Canada the employee resides in at the time of initial appointment to the Public Service.
- (29) "TQS" means the Northwest Territories Teachers' Qualification Service established under section 3.1 of the [Education Staff Regulations](#).

2.02 Except as otherwise provided in this Agreement expressions used in this Agreement,

- (1) if defined in the [Education Act](#), have the same meaning as given to them in the Education Act; and
- (2) if defined in the [Public Service Act](#), but not defined in the [Education Act](#), have the same meaning as given to them in the [Public Service Act](#); and
- (3) if defined in the [Interpretation Act](#), but not defined in the [Education Act](#) or the [Public Service Act](#) have the same meaning as given to them in the Interpretation Act.

2.03 The Employer recognizes the Association as the Exclusive Bargaining Agent for all employees in the Bargaining Unit.

ARTICLE 3

APPLICATION

- 3.01** This Agreement applies to and is binding upon the Association, the Members of the Bargaining Unit, the Employer and any successor Employer. **This agreement has been negotiated in the English language. The English language text of the Collective Agreement shall prevail over other language versions in case of inconsistencies or contradiction in interpretation or translation.**

ARTICLE 4

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 4.01 If any law passed by Parliament or the Legislative Assembly, renders null and void any provision of this Agreement, the remaining provisions of the Agreement will remain in effect for the term of the Agreement.

Either party may require the other to negotiate for an appropriate substitute for the annulled provision.

- 4.02** It is recognized and agreed that the Employer cannot adopt or implement policies, which are inconsistent with the provisions of this collective agreement.

ARTICLE 5

MANAGERIAL RESPONSIBILITY

- 5.01 This Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service, except to the extent provided herein. These responsibilities will be exercised in a fair and reasonable manner.

ARTICLE 6

BREACH OF CONTRACT

- 6.01 The Employer will notify the Association of any violation of this Agreement committed by members of the Bargaining Unit.

## ARTICLE 7

INFORMATION

- 7.01** (1) The Employer will provide to the Association prior to October 15, December 1 and again prior to April 30, an excel report that includes the following information:
- (a) The employee's **legal** first name;
  - (b) The employee's **legal** last name;
  - (c) Indeterminate/Term status;
  - (d) Active / Leave status;
  - (e) Continuous service date;
  - (f) Full Time Equivalent (FTE);
  - (g) Salary;
  - (h) Pay Level;
  - (i) Pay Step;
  - (j) If on leave, leave type;
  - (k) Community;
  - (l) School description;
  - (m) Allowances specified under [Appendix A4](#);
  - (n) Department/Board (DEC);
  - (o) Increment Date/Step Date.
- (2) The Employer agrees to advise the Association of new and revised Human Resources Guidelines ([Human Resource Manual](#)) as they are being electronically posted.
- 7.02** (1) The Employer agrees to post electronically all vacant Teacher positions within the Bargaining Unit, as they arise. The postings shall be on a common website determined through consultation with the Association, that is accessible to all employees and the Association.

The Employer agrees to post electronically on the Government of the Northwest Territories job site accessible to employees, all vacant positions of responsibility within the Department of Education, Culture & Employment, as they arise.



- (2) If notice of a job opening does not arrive before the closing date for applying, the employee's application will be given due consideration if the position has not been filled.
- (3) If candidates are deemed suitable following interviews and reference checks, preference in hiring will be given to teachers who have current teaching experience in the NWT.

7.03 When requested, the employee will provide the Employer with all required documents for documentation and salary determination, including:

- valid Teaching Certificates;
- valid Principal Certificates;
- verification of teaching experience;
- birth certificate(s);
- proof of marital status; and
- Immigration Identification Card, if applicable.

7.04 (1) Both the Employer and the Association commit to publishing online, an electronic copy of the current Collective Agreement.

(2) Upon request, the Employer shall assist the employee with accessing the Employer's Human Resource Information System to obtain current information regarding the employee's accumulated sick and special leave credits;

(3) The Employer shall provide to each employee information regarding changes in conditions of service or other benefits not covered by this Agreement as they occur;

(4) Teachers are provided with electronic access to their pay advice, identifying payments and deductions relating to their pay for each pay period;

**7.05** The Employer will provide a documentation package, **either in paper form or electronically**, which will include salary, benefit information **and medical travel information** for all new teachers.

The Employer will provide a documentation session to all new teachers (including teachers hired after the start of the Academic Year) in person, or by other means. Teachers shall be granted leave with pay to attend the session.

If the Employer gives an orientation course, a Designated Representative of the Association has the right to make a presentation of up to one hour. The Designated Representative will be granted leave with pay to make the

presentation. If travel and additional leave is required beyond the one (1) hour, expenses are at the cost of the Association.

7.06 Upon reasonable notification, the Employer will permit access to the school staff room and may permit access to other parts of the school to a Designated Representative of the Association. Permission to enter the Employer's premises will not be unreasonably denied.

7.07 The Employer and the Association agree that it is in the interests of both parties to have an informed membership.

The Employer will provide reasonable bulletin board space in the school staff room in each work location for notices about elections, appointments, meeting dates, minutes of Association meetings, news items and social and recreational affairs and job postings throughout the GNWT educational community.

## ARTICLE 8

LEAVE FOR ASSOCIATION PRESIDENT

- 8.01**
- (1) A teacher elected as President of the Association will be granted leave of absence for the term of office.
  - (2) During the leave of absence, any accumulated rights and benefits which the President is entitled to under the Agreement will be maintained. No additional rights and benefits will accrue during this period.
  - (3) The Employer will continue to pay the President at the applicable salary in accordance with this Agreement. The Employer will invoice the Association for the Employer's salary and benefit costs for the President once each month. The Association will reimburse the Employer for the amounts invoiced within 30 days of receipt of the invoice.
  - (4) The benefits of any group plans to which the President was entitled before the leave of absence will continue during the leave. The Association will reimburse the Employer for any costs involved.
  - (5) Presidents will be offered their former position upon termination of a leave of absence under [8.01 \(1\)](#).
  - (6) Presidents who refuse their former position will be offered a comparable position.
  - (7) A President who is not already at the maximum experience level will be entitled to an experience increment for each academic year of leave.
  - (8) The President shall advise the Employer as soon as possible, when an extension is applicable due to re-election.
  - (9) If the **P**resident is employed outside of Yellowknife and their spouse is a teacher, a Leave of Absence without pay will be available to the spouse of the **P**resident for the term of office for a full school year, provided that written notice is provided to the **S**uperintendent no longer than two (2) months prior to the end of the academic year. The leave will be renewed for successive school years if written notice is provided by March 15.

## ARTICLE 9

TIME OFF FOR ASSOCIATION BUSINESS

- 9.01 The Employer will grant time off with pay to an employee (and/or representative) attending grievance, arbitration, or Board of Reference hearings.
- 9.02 Where operational requirements permit, the Employer will grant:
- (1) leave with pay to four **(4)** employees to attend contract negotiations for the duration of the negotiations;
  - (2) leave with pay to a reasonable number of employees to meet with management on behalf of the Association;
  - (3) leave with pay **for seven (7) employees** to attend meetings to prepare for negotiations to a maximum of five days. **The Employer will be responsible for paying the attendees and the Association will reimburse the Employer for the salary costs for three (3) of the attendees.**
  - (4) Leave without pay to a reasonable number of employees to attend Executive Council meetings, conventions of the Association, or other Association business.

## ARTICLE 10

CHECK OFF

- 10.01 The Employer will deduct the membership dues from the monthly pay of all employees. **The Employer will not deduct the membership dues from an employee who is on secondment with another department or organization and while they are a non-active member of the Association.**
- 10.02 The Association will inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 10.03 For [10.01](#), deductions from pay for each employee will start with the first day of employment, to the extent that earnings are available.
- 10.04 No employee organization other than the Association, may have membership dues or money deducted by the Employer from the pay of employees.

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- 10.05 The amounts deducted in accordance with [10.01](#) will be forwarded to the Association by direct deposit within 30 days.
- 10.06 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 10.07 The Employer agrees to include on each employees' T-4 taxation slip a statement of Association membership dues collected from that employee for that taxation year.
- 10.08 Substitute teachers pay Association dues based on each day of service provided to the Employer. The Employer will deduct membership dues before making wage disbursements and will remit them to the Association. The Employer will make every effort to remit the dues within 30 days of the deduction. The remittance will identify the employee and the deduction made on behalf of the employee.

## ARTICLE 11

### DUTIES AND RESPONSIBILITIES

- 11.01 Teachers shall comply with terms as outlined in Sections 45 and 69 of the [Education Act](#).
- 11.02 A teacher becomes an employee on the first scheduled day of duty and continues to be an employee until a resignation or dismissal becomes effective.
- 11.03 A teacher must perform teaching duties on the days specified as Sessional Days in the School Calendar, except as otherwise provided for in this Agreement. A teacher is entitled to the days of rest and designated holidays provided for in the [Education Act](#) and Regulations made under the Act.
- 11.04 A teacher's professional responsibilities extend beyond the instructional duties. In each academic year the allocation of instructional time and other duties of teachers is the responsibility of the Principal. Teachers will provide instructional and other duties as allocated by the Principal. Involvement in extra-curricular activities, beyond the instructional day, is voluntary.
- 11.05** Each teacher is entitled to a duty free lunch period of no less than one **(1)** hour between 11:00 AM and 2:00 PM.
- 11.06 Recognizing mutual concern for the welfare of school children, it is agreed that the Employer will provide a suitable substitute teacher from among suitable

persons who are available in the community where a teacher with assigned classroom duties is absent.

- 11.07 The Employer will make every reasonable effort to ensure teachers are provided preparation time. Teacher preparation time will not be unreasonably reassigned with other duties, including meetings.
- 11.08 Where the Principal or Employer requires a Teacher to attend an unscheduled meeting that same day, the Teacher will, with reasonable cause, be able to request an alternative time for the meeting.
- 11.09 An employee shall not generally be required to travel on Government business on their days of rest.**

## ARTICLE 12

### CONTRACT/ TERM TEACHERS

- 12.01 No one will be employed on a contract basis for teaching duties in elementary or secondary schools under the jurisdiction of the GNWT Department of Education, Culture & Employment of the Northwest Territories.
- 12.02 Notwithstanding [12.01](#), the Employer may employ on contract any person to instruct trades, cultural, religious or Indigenous language programs other than those that are normally part of the regular school program.
- 12.03 (1) Term teachers may be hired to meet operational requirements including:**
- (a) As Principals, Assistant Principals or temporary positions within the divisional education council head office;
  - (b) As replacements for teachers on approved leave;
  - (c) In relation to programs, other than the regular school program, that are of a fixed duration or without ongoing funding;
  - (d) Where a position is, or becomes, vacant after the start of the current school year.
  - (e) As Junior Kindergarten teachers who are not also qualified to teach Kindergarten to a maximum of two (2) consecutive School Years.
  - (f) **Where indeterminate employment is offered and refused.**

- (i) **any term teacher hired under (f) who is suitable for continued employment beyond the original term shall be offered an indeterminate position if such position is available.**

(2) The Employer will not use term teachers to avoid the probationary process.

12.04 In November and February the Employer will provide the NWTTA with a listing of term teachers and the reasons for the terms. A representative of the Department of Education, Culture and Employment, the Department responsible for the administration of the *Public Service Act* and the President of the NWTTA, or designated, will meet to discuss any anomalies and address them.

## ARTICLE 13

### SPECIAL LEAVE

#### Credits

- 13.01** (1) Employees earn one-half day of Special Leave credits for each calendar month for which they receive pay. An employee may have a maximum credit of 30 special leave days at any one time. As credits are used, they continue to be earned up to the maximum.
- (2) For [13.01](#), an employee is deemed to have received pay for at least ten days in the months included in the school calendar as summer holidays.
- To qualify, the employee must continue in the employment of the Employer at the start of the following academic year.
- (3) If sufficient credits are available, the Employer will grant Special Leave to employees in the following circumstances:
- (a) Up to five **(5)** consecutive working days where there is a death in the employee's immediate family;
  - (b) three **(3)** days to attend the funeral of the employees brother-in-law or sister-in-law;
  - (c) three **(3)** days preceding or upon the birth of an employee's child or the subsequent return of the employee's family to their place of residence if the child is born during the academic year; the days may be divided into parts and taken on separate days;

- (d) three **(3)** days on the adoption of a child if the child is adopted during the academic year; the days may be divided into parts and taken on separate days;
    - (i) up to three **(3)** days for an employee's wedding, graduation, the wedding of the employee's child, or the graduation of the employee's child or spouse from secondary or post-secondary school when outside the employee's community; or
    - (ii) up to one-half **(1/2)** day for these events when they occur within the employee's community;
  - (e) up to five **(5)** consecutive working days if the employee is unable to report to work as a result of an illness in the immediate family where a medical certificate supporting the illness is provided (if requested).
  - (f) Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.
- (4) If sufficient credits are available, the Employer may grant Special Leave to employees in the following circumstances. **Such leave will not be unreasonably withheld.****
- (a) If circumstances not directly attributable to the employee, including illness in the immediate family, prevent reporting for duty;
  - (b) Serious household or domestic emergencies;
  - (c) A general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
  - (d) Serious community emergencies if the employee is required to help;
  - (e) To attend divorce, separation, custody or adoption proceedings before a court of law as a party to such action;
  - (f) Under specific circumstances, to extend the bereavement leave referred to in [13.01\(3\)\(a\)](#) above;
  - (g) **Up to one (1) day leave for religious accommodation where a tenet of their faith precludes work on that day.**



- (5) Two (2) days of special leave credits each academic year may be used at the employee's discretion if enough notice is given to the Supervisor, subject to:
- operational requirements;
  - the leave not being taken in conjunction with Christmas holidays, Spring Break or summer holidays except with the approval of the Superintendent; and
  - for the first day, a deduction from pay equivalent to Level 1, Step 1 of Appendix D. There will be no deduction from pay for the second day.

Advance of Credits

**13.02 Each employee shall be advanced the annual allotment of special leave credits at the commencement of the school year (Article 13.01).**

Where an employee has insufficient credits to permit the granting of special leave, the leave may be granted at the Superintendent's discretion. The employee's special leave bank shall not be more than six (6) days in arrears.

**At the termination of employment, the special leave bank shall be reconciled, and any special leave credits used but not earned shall be recovered.**

ARTICLE 14

SICK LEAVE

Credits

- 14.01 (1) (a) Each full-time employee will be advanced 15 days of Sick Leave at the start of the academic year. The advancement of credits will be prorated for employees who do not work the full academic year.
- (b) Part-time employees will earn one and one-half (1½) days Sick Leave credits on a pro-rated basis for each month of full-time equivalent employment.
- (2) Upon appointment, employees will be credited with unused sick leave credits earned with a previous employer of teachers within the Northwest Territories.

- (3) Notwithstanding the above, if circumstances warrant, the Employer will advance up to 15 days Sick Leave credits. The advanced credits will be charged against future credits as earned.
- (4) Sick Leave credits not used shall accumulate to the credit of the employee.
- (5) Any Sick Leave taken but not earned will be recovered from money payable to the employee.

- 14.02 (1) An employee who is unable to perform their duties and has the necessary Sick Leave credits will be granted Sick Leave with pay for illness or injury on a normal working day.

Where there is a demonstrated and reasonable basis for doing so, the Employer shall require from the employee, a medical certificate from a qualified medical practitioner, stating that because of their illness or injury the employee was unable to perform their duties.

- (2) If no qualified medical practitioner or nurse is available in a community, a notarized statement certifying that the employee is unable to perform the duties due to illness or injury will be considered adequate.

A notarized statement is a statement sworn before a Notary Public or a Commissioner for Oaths.

- (3) An employee who is absent from duty due to illness or injury for more than one-half (**1/2**) day, but less than one (**1**) day, will have only one-half (**1/2**) day charged as Sick Leave. There will be no charge against Sick Leave credits, if the absence is less than one-half (**1/2**) day.

14.03 An employee is not eligible for Sick Leave with pay while on leave of absence without pay or under suspension.

14.04 An employee who has insufficient or no credits to cover the Sick Leave with pay, will, where circumstances warrant, be granted up to 25 days while waiting for a decision from the Workers' Safety and Compensation Commission on an application for injury-on-duty leave.

14.05 An employee who is granted Sick Leave with pay and has injury-on-duty leave later approved for the same period, will have the Sick Leave credits reinstated.

14.06 An employee who goes on Sick Leave and is unable to ever return to duty, will be entitled to all previously accrued Sick Leave.

### Medical Transportation Assistance

- 14.07 (1)** Employees and their dependents who are required to travel from any community in the NWT **for a health service/dental service** will have their travelling expenses reimbursed subject to the following:
- (2) (a) Payment will not exceed the cost of return transportation from the employee's residence in the NWT to the nearest place where adequate treatment is available, seven days hotel accommodation and the Per Diem rate in accordance with the rates specified in the Duty Travel [Appendix B4](#) of this Agreement.
- In addition, required taxi or limousine charges will be reimbursed.
- (b) Employees or their dependents who receive specialized treatment as outpatients, will be reimbursed for accommodation, the Per Diem rate and local transportation expenses based on the rates in the [Duty Travel](#) Section of this Agreement. This applies for periods over seven (7) days, but not to exceed 30 days.
- (c) The cost of overnight hotel accommodation enroute will be reimbursed if travel to the treatment centre is interrupted, due to inclement weather conditions, or to circumstances completely beyond the employee's control.
- (3) Payment will not be made unless the claim is supported by a certificate from a qualified medical practitioner stating that the **health service/dental service is** required for the health of the patient and could not be provided by facilities or services available in the community in which the employee is resident.
- (4) In addition to the expenses previously outlined in this Article, travelling expenses for another person may be approved up to those outlined in [\(2\)\(a\)](#) and [\(2\)\(c\)](#) if:
- a qualified medical practitioner certifies that it is necessary for the patient to be accompanied by some other person; and
  - the Employer's approval is obtained.
- (5) (a) If someone other than a medical attendant or person designated by Health and Social Services accompanies the patient, where applicable, it will be the spouse or the parent.
- (b) An employee in the Public Service may be granted Special Leave as an escort for a member of the immediate family. Special

Leave for this purpose will not be granted unless the request is supported by a certificate from a medical practitioner stating that the **health service / dental service is** required for the health of the patient and could not be provided by facilities or services available in the community in which the patient is resident.

- (c) Employees who are escorts for members of their immediate family for orthodontic or elective medical escort purposes will not be granted travel time for escort duty. Leave without pay will apply.
- (6) Medical escort travel assistance for orthodontic visits will only be paid if the child is under 18 years.
- (7) Any travel assistance recovered by the employee under a group surgical or medical plan to which the Employer and the employee share the premium will be repaid to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- (8) There will be no duplication of this benefit if an employee and one **(1)** or more dependents work for the Public Service.
- (9) This does not apply to an employee's dependents where this benefit is provided to the employee's dependents by another Employer.
- (10) This Article does not apply to initial consultation visits for orthodontics.
- (11) A pregnant employee, or the employee's pregnant spouse permanently residing with the employee, required by their doctor to leave their place of residence in the Northwest Territories and to stay in another community while the pregnant employee or the pregnant employee's spouse awaits the delivery of the child, will be eligible for the provisions of this Article.

### Travel Time

**14.08** Except as otherwise provided in [14.07\(5\)\(c\)](#), every employee who is travelling to a medical centre under [14.07](#) shall be granted leave **of absence with pay which is not to be charged against the employee's sick leave**, for actual travel time taken to travel from the employees' post to **the nearest** medical centre and return, up to a maximum of **four (4)** days.

**When an employee has elected to drive rather than travel by air, travel time with no deduction from sick leave credits will be limited to the time required to travel had the employee travelled by air.**

## ARTICLE 15

OTHER TYPES OF LEAVECasual Leave

- 15.01 (1) Employees will make appointments outside of instructional hours. When this is not possible employees may, subject to operational requirements, be granted casual leave with pay when the employee attends a Medical, Dental or Legal Appointment for the employee or the employee's Dependent.
- (2) Casual leave, if granted, will be granted only for the period of the appointment and travel to and from the appointment, to a maximum of two (2) hours with no charge against the employee's leave credit.
- (3) Casual leave will not be granted if a substitute teacher would need to be hired to replace the employee who has applied for casual leave

Court Leave

- 15.02 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:
- (a) to serve on a jury;
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses; or
- (c) to attend a proceeding under the [Youth Criminal Justice Act \(Canada\)](#) concerning a dependent.

Injury-On-Duty Leave

- 15.03 (1) An employee will be granted Injury-On-Duty leave with pay for a reasonable period as determined by the Employer, in conjunction with the Workers' Safety and Compensation Commission. The Leave is provided for employees unable to perform their duties because of:
- (a) personal injury accidentally received in the performance of duties and not caused by the employee's wilful misconduct;
- (b) sickness resulting from the nature of the employment; or,
- (c) exposure to hazardous conditions in the course of employment.

- (2) Injury-On-Duty leave will be granted only if the employee agrees to pay to the Northwest Territories Consolidated Revenue Fund any amount received for loss of wages in settlement of any claim for the injury, sickness or exposure.
  - (a) The Employer will forward Workers' Safety and Compensation Commission Claims to the Workers' Safety and Compensation Commission on behalf of employees.
  - (b) All Injury-On-Duty leave requests must be accompanied by Workers' Safety and Compensation Commission claims.
  - (c) The Employer will notify the Association that an employee has requested Injury-On-Duty-Leave, provided the employee provides written consent.

#### Public Service Interviews

- 15.04 An employee who participates in a recruitment process for promotion or transfer to a position in the Public Service is entitled to leave of absence with pay for:
- (a) the period the employee's presence is required for the selection process; and
  - (b) for periods the Employer considers reasonable for travel time.

#### Maternity Leave

- 15.05** (1) (a) An employee who becomes pregnant shall notify the Employer in writing at least eight (8) weeks prior to the expected date of the commencement of maternity leave without pay and, subject to Section (b) of this Clause, shall be granted leave without pay for a period of **17** consecutive weeks commencing at any time during the **17** week period to the expected date of delivery. The employee may apply to a benefits administrator and shall be given, within one week of application, a clear understandable information package and counselling about maternity leave requirements and benefits.
- (b) The Employer may:
- (i) upon written request from the employee, defer the start of maternity leave or terminate it earlier than **17** weeks after the date of the termination of the employee's pregnancy;

- (ii) grant maternity leave without pay to an employee to commence earlier than **17** weeks before the expected date of delivery;
    - (iii) require a medical certificate certifying pregnancy.
  - (c) Leave granted under this Clause will be counted for the calculation of “continuous employment” for calculating severance,
- (2)**
  - (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for and is in receipt of employment insurance benefits pursuant to the [Employment Insurance Act](#), will be paid a maternity leave allowance.
  - (b) An applicant under [15.05\(2\)\(a\)](#) must sign an agreement that:
    - (i) The employee will return to work and remain in the Employer’s employ for at least **six (6)** months;
    - (ii) The employee will return to work on the date of the expiry of the employee’s maternity leave, unless the date is changed with the Employer’s consent.
  - (c) An employee who does not return to work after maternity leave must reimburse the Employer in the amount received as maternity leave allowance. An employee who returns to work for less than the period in [15.05\(2\)\(b\)\(i\)](#) will have the amount which must be reimbursed prorated, according to the number of months for which pay was received. An exception is made for the employee’s death, permanent disability, medical termination or layoff.
  - (d) The Employer is not responsible for any consequences of an employment insurance benefit overpayment nor is it responsible for providing any additional payments in respect of maternity leave should the employee’s benefits be affected by tax, employment insurance or legislative provisions.
- (3)** In respect of the period of maternity leave, maternity leave allowance payments made will consist of the following:
  - (a) for the first one (1) week, payments equivalent to **93%** of the employee’s weekly rate of pay.

- (b) for up to a maximum of an additional **15** weeks, payments equivalent to the difference between the employment insurance benefits the employee is eligible to receive and **93%** of the employee's weekly rate of pay.
- (c) Where an employee has received the full **15** weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, the employee is eligible to receive a further maternity allowance for a period of one (1) week, equivalent to **93%** of the employee's weekly rate of pay for each week, less any other monies earned during this period.
  - (i) for a full time employee, the rate of pay will be that to which the employee would be entitled had the employee been at work the day the maternity leave commenced.
  - (ii) for a part-time employee the part-time rate of pay is based on the part-time rate of pay the employee would be entitled to had the employee been at work the day maternity leave started.
  - (iii) employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
  - (iv) an employee who becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under [15.05\(2\)\(a\)](#), will have payments adjusted accordingly.
- (4) If reasonable within operational requirements, the Employer will change the working conditions of a pregnant employee if there is a written statement from the employee's physician that they may be detrimental to the employee's health or that of the fetus. If it is not reasonable to change the working conditions, the employee will be granted a leave of absence without pay for the time of the pregnancy.
- (5) At least eight (8) weeks before the Employee returns to work at the conclusion of maternity leave, the Employer will contact the Employee and invite the Employee to discuss the Employee's position when the Employee returns to work. Every consideration will be given by the Employer to returning the Employee to the position that the Employee occupied prior to the commencement of the Employee's maternity leave.



Parental Leave

**15.06 (1)** Where an employee has or will have the actual care and custody of their new-born child or an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, the employee shall be granted parental leave without pay for a single period and may choose either standard parental leave of up to **37** consecutive weeks or extended parental leave of up to **63** consecutive weeks. The leave shall be taken during the **52** week period immediately following the day the child is born or, in the case of adoption, within the **52** week period from the date the child comes into the employee's care and custody for employees who choose standard parental leave; or during the **78** week period immediately following the day the child is born or, in the case of adoption; within the **78** week period from the date the child comes into the employee's care and custody for employees who choose extended parental leave. An employee's election of either standard or extended parental leave is irrevocable. However, the employee may choose to return to work prior to the end of the leave.

Where an employee is eligible for the Employment Insurance (EI) Parental Sharing benefit, the duration of the parental leave available under this article is extended by:

- (a)** Five (5) weeks when the employee has elected to receive the standard parental benefit of **37** weeks, such that the total parental leave is extended to **42** weeks; or
- (b)** Eight (8) weeks where the employee has elected to receive the extended parental benefit of **63** weeks, such that the total parental leave is extended to **71** weeks.
- (2)** An employee who intends to request parental leave shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn.
- (3)** Parental leave is included in the calculation of "continuous employment" for severance purposes.
- (4) (a)** After completion of six (6) months continuous employment, an employee who provides the Employer with proof that the employee has applied for and is in receipt of parental benefits pursuant to [Employment Insurance Act](#), shall be paid a parental leave allowance.

- (b) An applicant under Clause [15.06\(4\)\(a\)](#) shall sign an agreement with the Employer providing:
- (i) that the employee will return to work and remain in the Employer's employ for a period of at least six (6) months after the employee returns to work;
  - (ii) that the employee will return to work on the date of the expiry of the employee's parental leave unless this date is modified with the Employer's consent.
  - (iii) An employee who does not return to work after parental leave must reimburse the Employer in the amount received as parental leave allowance. An employee who returns to work for less than six (6) months will have the amount which must be reimbursed prorated, according to the number of months for which pay was received. An exception is made for the employee's death, permanent disability, medical termination or lay-off.
- (5) In respect of the period of parental leave taken by an employee who has not taken maternity leave, payments made according to the parental leave allowance will be equivalent to **93%** of the employee's weekly rate of pay for the first one (1) week and for an additional **15** weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and **93%** of the employee's weekly rate of pay. Where an employee has received the full **16** weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, equivalent to **93%** of the employee's weekly rate of pay, less any other monies earned during this period.
- (a) for a full time employee, the rate of pay will be that to which the employee would be entitled had they been at work the day the parental leave commenced;
  - (b) for a part-time employee the part-time rate of pay is based on the part-time rate of pay the employee would be entitled to had they been at work the day the parental leave started.
  - (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

- (6) Where an employee on maternity leave has applied for and been granted parental leave under this Article, that employee may, at their request, receive parental leave allowance immediately after the termination of maternity allowance and prior to the start of the parental leave.
- (7) The Employer is not responsible for any consequences of an employment insurance benefit overpayment, nor is it responsible for providing any additional payments in respect of parental leave should the employee's benefits be affected by tax, employment insurance, or legislative provisions.
- (8) At least eight (8) weeks before the Employee returns to work at the conclusion of parental leave, the Employer will contact the Employee and invite the Employee to discuss the Employee's position when the Employee returns to work. Every consideration will be given by the Employer to returning the Employee to the position that the Employee occupied prior to the commencement of the Employee's parental leave.
- (9) Special leave without pay will be granted to any employee required to be in attendance at Court for adoption proceedings.
- (10) Maximum Combined Benefit- an employee's or employee couple's combined entitlement to leave pursuant to [15.05](#) and [15.06](#) shall not exceed
  - (a) A total of **52** weeks for those who choose standard parental leave;
  - (b) A total of **78** weeks for those who choose extended parental leave;
  - (c) A total of **57** weeks for those who choose (EI) Parental Sharing Benefit under standard parental leave; or
  - (d) A total of **86** weeks for those who choose (EI) Parental Sharing Benefit under extended parental leave.

#### Attendance at Courses at the Request of the Employer

- 15.07** (1) An employee who attends a course at the request of the Employer is considered as on duty. The Employer will compensate the employee at their Daily Rate of Pay.

Courses taken for the purposes of obtaining or maintaining qualifications are not considered as courses taken at the request of the Employer.

- (2) An employee who attends a course at the request of the Employer during July and August and will be returning to teach with the Employer at the start of the academic year following the course will be paid:
- an allowance for each day of the course in accordance with the employee's daily rate of pay,
  - return transportation from the point of departure,
  - support of \$10 per day, and
  - cost of tuition and books

### Pedagogic Leave

15.08 Employees invited to give courses or lectures or to take part in seminars and conventions concerning education and related to their employment may be given leave with pay to attend. Approval is at the discretion of the Employer.

### Teacher Exchange

- 15.09 (1) (a) The Employer and the Association recognize the value of education exchanges. They agree to promote and encourage education exchanges where feasible.
- (b) After completion of the exchange, the teacher will be returned to their former position.

### Leave to Work for Another Employer

- (2) (a) An employee with five **(5)** or more academic years of continuous teaching experience in the service of the Employer may be granted leave without pay, to a maximum of **three (3)** academic years, to work for another Employer.
- (b) An employee granted leave under Paragraph [15.09\(2\)\(a\)](#), will be required to return to work and remain in the Employer's employ for a period equal to the duration of the leave.
- (c) Upon return from leave, the employee is not guaranteed to return to the same teaching assignment held prior to the commencement of leave.
- (d) **This period of leave:**
- (i) **shall not be considered an interruption of employment for the purposes of Continuous Employment in general, except that this period of leave shall not be included in**

the calculation of Continuous Employment for severance purposes; and

- (ii) shall not count toward length of service with the GNWT for the purposes of Ultimate Removal Assistance (B2.02).

### Examination Leave

15.10 Employees who wish to write examinations that a university requires be written during school hours are entitled to leave with pay for the time required to write the examination at their place of employment.

### Leave for Other Purposes

- 15.11 (1) (a) Subject to prior approval, employees may be granted leave before the last day of June to allow them to attend the start of a summer school course.
- (b) Subject to prior approval, employees may be granted leave with pay following the start of the academic year to allow them to attend a summer school course until it is over.
- (c) Application for leave under [15.11\(1\)\(a\)](#) or [15.11\(1\)\(b\)](#) will be submitted no later than 30 days before the end of the academic year.
- (2) The Employer may grant leave with pay for purposes other than those specified in this Agreement including military or civil defence training, fire fighting service and emergencies affecting the community or place of work.
- (3) (a) At the discretion of the Superintendent, and notwithstanding any provisions for leave in the Agreement, the Employer may grant leave with or without pay for catastrophic circumstances.
- (b) In the case of a critical illness of **an employee, employee's spouse, employee's child, or employee's parents**, this leave, with or without pay, will not be unreasonably denied.

### Leave - General Provisions

15.12 (1) The following categories of leave will be granted in accordance with this Agreement, provided the employee notifies the immediate supervisor once the leave is required:

- (a) sick leave ([Article 14](#));
  - (b) bereavement leave ([13.01\(3\)](#));
  - (c) illness in the immediate family ([13.01\(4\)](#));
  - (d) leave for the birth of a child ([13.01\(3\)](#));
  - (e) leave for fire fighting service, and other emergency service ([15.11\(2\)](#));
  - (f) discretionary leave ([13.01\(5\)](#));
  - (g) casual leave ([15.01](#)).
- (2) The employee will obtain approval from the Superintendent prior to going on any leave other than those listed in [15.12\(1\)](#)

15.13 Except where termination of employment results from death or lay-off, any unearned leave with pay may be recovered at termination.

15.14 An employee elected to municipal or local government must make every effort to schedule duties of office outside of school hours. If this is not possible, the Employer may, where operational requirements permit, grant leave with pay. The employee must remit to the Employer any honorarium received during the leave.

#### Domestic Violence Leave

- 15.15
- (1) The Employer recognizes that employees may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
  - (2) Employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave with pay up to three (3) days per school year to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security.
  - (3) This leave may be taken as consecutive or single days or as a fraction of a day, with request for approval being sought as soon as is reasonable.
  - (4) Leave in excess of three (3) days per school year for the purposes of Article 15.15 may only be granted with the Employer's approval and such approval shall not be unreasonably denied. There shall be no

carryover of unused Domestic Violence Leave from one school year to the next.

- (5) All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement.

## ARTICLE 16

### PROFESSIONAL DEVELOPMENT

- 16.01 (1) Professional Development is the continuous growth of personal and professional knowledge and expertise that enhances teaching in support of student learning. It engages individuals and groups in a broad range of activities.

Professional Development should be based on the teacher, school, and regional needs and should have a collective as well as an individual focus.

This understanding of professional development views teachers as decision makers and problem solvers who are capable of identifying many of their own learning needs, who accept responsibility for professional decisions and actions that are within their control, and who are committed to self-assessment, personal professional renewal, and lifelong learning.

- (2) A fund consisting of 2.25% of the gross basic salary of the teacher, to whom this agreement applies, calculated at the start of each academic year, will be used for the professional development of teachers' to improve the quality and relevance of education to students in the Northwest Territories.
- (3) The fund is transferred to the Association through an annual contribution agreement with the Department of Education, Culture and Employment. This fund is to be administered by the Central Professional Development Committee.
- (4) Any money remaining in the fund, at either the Central or Regional level at the end of either the fiscal or academic year, shall not lapse but shall be retained for future use. Any money remaining in the fund is added to the money that is provided by the 2.25% formula. Surplus funds are not used to reduce the amount of money provided by the 2.25% formula.

- (5) On or before September 1st of each year, the Professional Development Fund will be credited with an amount equal to the final adjusted contribution for the previous school year. The Department of Education, Culture and Employment will calculate the amount in [16.01\(3\)](#) based on the number of active teachers actually on strength on November 15 of the school year, and make an adjustment that will be paid into the fund by January 15 of the school year for any additional monies owed. If the amount paid into the fund on September 1st exceeds the amount based on the November 15 calculation, the Professional Development Fund will reimburse the difference based on an invoice submitted by the Department of Education, Culture and Employment.

**16.02** The Central Professional Development Fund shall be divided into two **(2)** parts:

- (1) 50% of the money in the fund will be directly administered by the Central Professional Development Committee per the policies and guidelines established by the committee to provide development opportunities such as:
- (a) Education leaves with allowances and Education leaves without allowances. These leaves must be granted providing there are sufficient qualified applicants and funds for such leaves;
  - (b) support for** short term assistance as per [16.07](#);
  - (c) funding to support action research and the publication of articles of educational relevance;
  - (d) extraordinary funding to meet regional needs;
  - (e) any other matter that in the Central Professional Development Committee's opinion furthers the objectives of the fund;
  - (f) promotion and the administration of the Professional Development Fund.
- (2) 50% of the money in the fund will be allocated to the regions to provide such things as:
- (a) school based Professional Development;
  - (b) individual Professional Development; and
  - (c) regional or territorial conferences.



The percentages in [16.02](#) may be adjusted by the Central Professional Development Committee to meet changing needs across the Northwest Territories.

- 16.03
- (1) There shall be a Central Committee known as the Central Professional Development Committee consisting of two members named by the Department of Education, Culture & Employment, and two teachers named by the Association. This Committee shall administer the fund. The Committee shall determine its policies and procedures, subject to the general directions and requirements provided for in this Article.
  - (2) The term of appointment for Central Professional Development Committee members shall be two **(2)** school years. These terms may be renewed or extended.
  - (3) The overall responsibility for the total fund shall be the mandate of the Central Professional Development Committee. The Central Professional Development Committee is responsible for and oversees:
    - (a) the distribution of the fund in accordance with the agreed on amounts outlined in the Collective Agreement;
    - (b) that financial reports are received in a timely manner and approves such reports;
    - (c) setting policy that governs the work of the Association Professional Development Coordinator including approval of, or changes to the job description and the job evaluation process;
    - (d) the development of policy to set the overall direction, promotion and coordination of professional development as it relates to the entire Professional Development Fund as described in [16.02](#)
    - (e) that an annual report of Professional Development activities, both at the regional and central levels, is prepared and made available to all stakeholders; and
    - (f) that an evaluation process is developed and implemented at both central and regional levels to help determine if the funded professional development activities are meeting the goals and expectations of the program.
- 16.04
- (1) In each Education Division there shall be a four **(4)** person committee, known as the Regional Professional Development Committee consisting of two appointees of the Superintendent and two appointees of the Association Regional Executive. The Regional Professional

Development Committee shall determine its policies and procedures, subject to the general directions and requirements provided for in this Article and subject to approval by the Central Professional Development Committee. This Committee shall distribute money received from the Central Professional Development Fund, coordinate, and approve Professional Development activities in accordance with approved policies and guidelines. Where the Committee has approved an application for Professional Development, the Employer shall not unreasonably withhold approval for leave. In the event of an impasse, the issue in dispute may be referred to the Central Professional Development Committee by any two appointees on a regional committee. Where the Central Professional Development Committee cannot resolve the issue, it may be further referred by any two Central Professional Development Committee appointees to an appeal committee comprised of an Assistant Deputy Minister of Education, Culture & Employment or designate and a Designated Representative of the Association who shall decide the matter within 14 calendar days of such referral.

- (2) The regional funds shall be allocated on a per teacher basis according to the following:

ZONE	JURISDICTIONS	FACTOR WEIGHTING
1	Yellowknife	1.0
2	Commission Scolaire Francophone de Division (Hay River), South Slave, Fort Smith, Tlicho, Dehcho	1.5
3	Beaufort Delta, Sahtu	2.0

- 16.05 (1) Applications for Education Leave and Short Term Assistance shall be made to the Central Professional Development Committee which shall consider the applications subject to operational requirements and the best interests of education in the Northwest Territories. Applications shall conform to the criteria established by the Central Professional Development Committee. The application shall specify the length and nature of the leave or assistance requested and outline the intentions and goals of the member making the application.
- (2) Applications for Education Leave with or without allowances shall be submitted no later than March 1st of the year in which the leave will start or the assistance be used. The Central Professional Development Committee shall inform each applicant of its decision prior to March 31 of the year in which leave would commence.

- (a) Applications for short term assistance during the summer vacation period shall be submitted no later than May 30 of the year in which leave will commence or assistance be used.
- (b) Applications for any other types of assistance shall be made according to policy established by the Central Professional Development Committee.
- (c) Where the Committee has approved an application for Professional Development, the Employer shall not unreasonably withhold approval for leave.

16.06 (1) Education Leave – Leave with Allowances

- (a) A teacher with four or more continuous academic years of teaching experience with the Government of the Northwest Territories may be granted leave with allowances for professional development purposes. The leave will allow the member to participate in full time studies at or through a recognized institution for a period of one (1) academic year.
- (b) A teacher who has previously been granted leave under this agreement must complete a minimum of four (4) continuous academic years of teaching with the Government of the Northwest Territories following the leave, before being eligible for another leave.

The following entitlements shall be granted to a teacher receiving leave under Article [16.06\(1\)\(a\)](#):

- (i) an allowance, in lieu of salary, of 60% of base salary or 60% of the category V maximum, whichever is the lesser;
- (ii) where leave granted is for a full academic year, the teacher shall receive traveling and removal expenses from the place of employment to the location of the educational institute and return traveling and removal expenses to the place of employment as approved by the Central Professional Development Committee (travel must be arranged by the most economical means);
- (iii) a guarantee to be returned to the former position or such other mutually agreed upon position at the basic salary not less than that received before leave was taken;

- (iv) credit for one **(1)** academic year of teaching experience for salary purposes provided that the teacher will not receive as a result of the studies a qualification increment to a higher salary category and that the member is not already at the maximum experience level;
- (v) additional entitlements as per the Central Professional Development Committee handbook:
- (vi) where the teacher chooses to complete full-time studies via distance and remain within the geographic jurisdiction of the Northwest Territories, the teacher shall receive an allowance, in lieu of salary, of 75% of base salary or 75% of the category V maximum, whichever is the lesser and the tuition support as outlined in (v) but no travel or removal expenses.

**(2)** Education Leave Without Allowances

- (a)** A teacher with four **(4)** or more continuous academic years of teaching experience with the Government of the Northwest Territories may be granted leave without allowances for professional development purposes. The leave will allow the teacher to participate in full time studies at or through a recognized institution for a period of one **(1)** academic year.
- (b)** A teacher who has previously been granted leave under this agreement must complete a minimum of four **(4)** continuous academic years of teaching with the Government of the Northwest Territories following the leave, before being eligible for another leave.
- (c)** The following entitlements shall be granted to a teacher receiving leave under Article [16.06\(2\)\(a\)](#):
  - (i)** removal and traveling expenses from the place of employment to the location of the educational institute and return traveling and removal expenses to the place of employment as approved by the Central Professional Development Committee (travel must be arranged by the most economical means);
  - (ii)** credit for one **(1)** academic year of teaching experience for salary purposes provided that the teacher will not receive, as a result of the studies, a qualification increment to a

higher salary category and that the teacher is not already at the maximum experience level;

- (iii) additional entitlements as per the Central Professional Development Committee handbook;
  - (iv) a guarantee to be returned to the former position or such other mutually agreed upon position at the basic salary not less than that received before leave was taken;
  - (v) where the teacher chooses to complete full-time studies via distance and remain within the geographic jurisdiction of the Northwest Territories, the teacher shall receive tuition support as outlined in (iii) but no travel or removal expenses.
- (3) Teachers completing an education leave with allowances must return to service for a period of two **(2)** academic years in an Association position with the Government of the Northwest Territories. Teachers completing an education leave without allowances must return to service for a period of one **(1)** academic year in an Association position with the Government of the Northwest Territories.

#### **16.07 Short Term Assistance**

##### **(1) Courses or Program**

**Central Professional Development funds may be used to provide assistance to teachers who successfully complete a course or program held during the academic year when operational requirements permit, or during the regular vacation period. The assistance will not impact professional duties and will be limited to:**

- (i) accredited, post-secondary courses; or,**
- (ii) programs that support the teacher's professional development; or,**
- (iii) programs that support the teacher's career aspirations within the field of education.**

**Applications, approvals, and reimbursements for short term assistance shall be in accordance with the Collective Agreement [16.03](#), and [16.05](#) and will conform to the criteria established by the Central Professional Development Committee as per the Central Professional Development Committee Handbook.**

(2) **Education Leadership Program**

Central Professional Development funds will be used to reimburse members for costs incurred in attending the Northwest Territories Education Leadership Program. **This reimbursement shall be in accordance with the criteria established by the Central Professional Development Committee as per the Professional Development Committee Handbook.**

16.08 (1) **Student Success Initiatives**

- (a) A fund consisting of **0.325%** of the gross basic salary of teachers to whom this agreement applies, calculated at the start of the academic year, will be used **to fund** student success initiatives.
- (b) The **Department of Education, Culture and Employment** will be responsible for making decisions with regard to the allocation of funding for student success initiatives.
- (c) Funds not expended for these purposes must be carried over to the next fiscal year **and expended for purposes pertaining to student success initiatives.**

(2) **Indigenous Language Acquisition Courses**

There shall be \$100,000 each year placed in the fund for the purpose of professional improvement of language proficiency in one **(1)** or more of the official Indigenous Languages of the Northwest Territories.

(3) **Territorial Professional Development Conference**

- (a) A Territorial Professional Development Conference Fund consisting of 0.65% of the gross basic salary of teachers to whom this agreement applies, calculated at the start of the academic year, will be used to fund a Territorial Professional Development Conference.
- (b) The Territorial Professional Development Conference shall be held every three **(3)** years, when possible.
- (c) The Central Professional Development Committee will be responsible for making decisions with regard to the content activities offered and the overall planning of the Territorial Professional Development Conference.
- (d) The Territorial Professional Development Conference Fund will

be administered through the Association's Professional Development office.

## ARTICLE 17

### SEVERANCE PAY

#### Lay-off

**17.01** An employee who is laid off after one **(1)** academic year or more of continuous employment is entitled to Severance Pay at the time of lay-off.

**17.02** The severance pay for an employee laid off for the first time following the signing of this Agreement is:

- Ten days pay for the first, and four **(4)** days pay for each succeeding, complete academic year of continuous employment.
- Subtracted from this will be any period for which the employee was granted severance pay, retiring leave or a cash gratuity in lieu by the Employer.
- The total amount of severance pay which may be paid under this Clause will not exceed 140 days pay.

**17.03** The severance pay for an employee laid off for a second or subsequent time after the signing of this Agreement, will be:

- Four **(4)** days pay for each completed academic year of continuous employment.
- Subtracted from this will be any period for which the employee was granted severance pay, retiring leave or a cash gratuity in lieu by the Employer.
- The total amount of Severance Pay which may be paid under this Clause will not exceed 135 day pay.

#### Termination

**17.04** Provided that an employee gives no less than two **(2)** months notice of an intention to terminate, or any shorter period as the Employer may agree, an employee who has ten or more academic years of continuous employment, is entitled to be paid on termination from the public service, severance pay equal to:

- (1) Annual Salary plus [A4.04](#) (if applicable) and plus one of [A4.01](#), [A4.02](#), [A4.03](#) OR [A4.05](#) (if applicable);

- (2) Divided by the number of prescribed school days in the school calendar;
- (3) Multiplied by two (2); and
- (4) Multiplied by the number of completed years of their continuous employment to a maximum of **26** years.  

$$(a \div b) \times c \times d$$

In the event of death, the estate of the employee shall be paid severance pay according to the formula as set out above.

- 17.05 An employee who is dismissed for cause from the Public Service or who has been declared to abandon their position shall not be entitled to severance pay.

## ARTICLE 18

### RESIGNATION AND PROBATION

#### Hiring, Probation and Termination

##### Hiring

- 18.01 No person will be employed as a teacher without holding or being eligible to hold a valid Canadian Teaching Certificate issued by a province or territory or a letter of authority.

##### Probation

- 18.02** Subject to [18.03](#) teachers who have less than two **(2)** years teaching experience in the NWT will be hired on a probationary contract until they have completed two **(2)** years of service.
- 18.03** Notwithstanding [18.02](#), a teacher who previously was a tenured teacher in another province or territory may be requested to enter into a probationary contract of two **(2)** years or may have the probationary period reduced by the Employer.
- 18.04 A teacher who comes on staff before December 23 of the academic year and remains on staff for the balance of that year will be deemed to have served a year of probation at the end of the academic year.

A teacher who comes on staff after December 23 will be deemed to have completed a year of probation at the end of the subsequent academic year or may have all or part of that period waived by the Employer.



- 18.05 The Employer and the Association agree to the desirability of providing advice, assistance, and assessment of teachers on probation. Where operational requirements permit, the Employer will arrange for two visits by supervisory personnel to the classroom of each probationary teacher each year.
- 18.06** (1) An employee who is promoted will be on probation in the new position for up to one **(1)** year.
- (2) Subject to [18.06 \(1\)](#) the employee's performance during this probationary period will not adversely affect the employee's status before promotion.

### Dismissal

- 18.07 The contract of employment of a teacher on probation may be terminated by:
- mutual consent;
  - dismissal for cause or incompetence; or
  - at the end of an academic year by notice in writing. The notice must be delivered by registered mail to the teacher at least 60 calendar days before the end of the closing day of the school in which the teacher is employed.
- 18.08 The Employer will not terminate the contract of employment of teachers who have successfully completed their probationary period, except by mutual consent or for cause or incompetence.
- 18.09 No teacher will be dismissed, demoted or suspended for disciplinary reasons without just cause. The grounds for the disciplinary action must be given in writing when notified by the Employer.

### Lay-Offs

- 18.10 Where it is determined by a Divisional Education Council that a lay-off is necessary within its jurisdiction and where natural attrition, transfers and leaves of absences do not effect the necessary reductions in staff, in recognition of the value of teachers with long service, the Divisional Education Council shall give fair consideration to retaining qualified teachers having the greatest continuous employment with the Employer. For purposes of applying this article a qualified teacher is one possessing the necessary academic qualifications, training and experience for a specific teaching position.
- 18.11 No teacher will be laid off until the Employer has determined that the teacher cannot be accommodated elsewhere in the Bargaining Unit.
- 18.12 A lay-off will be effective only at the end of the academic year.

- 18.13** (1) In the event of an impending lay-off representatives of the Divisional Education Council shall contact the **President of the Association**, or their designate, to discuss the implications of the lay-off, and shall provide the **President of the Association** and the central office with a list of teachers who have received notice of lay-off in writing.
- (2) A teacher who is laid off will be notified in writing as soon as possible, and in any event not later than 90 calendar days prior to the last day of the academic year. A copy of article 18 shall accompany the written notification.
- (3) Teachers given lay-off notice will have priority in all vacant teaching positions for which they are qualified during the notice period, as follows:
- within the teacher's school/community,
  - within the teachers' Divisional Education Council;
  - within other Divisional Education Councils.
- (4) The lay-off of a teacher who is notified after the time period specified in [18.13\(2\)](#) will not be effective until the end of the subsequent academic year.
- 18.14** (1) A comparable vacancy which occurs within the following academic year, will be offered to any teacher who has been laid off and is still unemployed. The teacher must be qualified for the position. It is the responsibility of the laid off teacher to become aware of a vacant position and to submit an application for it.
- (2) In recognition of the value of teachers with long service, the Divisional Education Council shall give fair consideration to redeploying qualified laid off teachers having the greatest continuous employment with the Employer.
- 18.15** (1) Where there are indeterminate, probationary and term teachers in similar positions, every reasonable effort will be made to terminate the term and probationary teachers to avoid lay-offs.
- (2) Any indeterminate teacher who relocates to another GNWT teaching position under this article is deemed to be moving at the Employer's request.

### Resignation

- 18.16 (1) A teacher who wishes to resign effective the last day of the academic year shall provide written notice of this intent no later than sixty (60) calendar days before the last day of the academic year.
- (2) A teacher who does not resign effective the end of an academic year or resigns after the dates in [18.16\(1\)](#) will not be entitled to removal expenses unless the resignation is accepted without prejudice.
- (3) A teacher who provides notice of resignation earlier than required in Article [18.16\(1\)](#) will be entitled to be paid a bonus as follows:
- (a) A teacher who remains on active duty until the end of the academic year, or who is on Employer approved leave at the end of the academic year, and who provides written notice of resignation no later than 90 calendar days before the last day of the academic year shall be paid an early notice bonus of \$300.00.
- (b) A teacher who remains on active duty until the end of the academic year, or who is on Employer approved leave at the end of the academic year, and who provides written notice of resignation no later than 120 calendar days before the last day of the academic year shall be paid an early notice bonus of \$500.00.
- The early notice bonus is payable on the last paycheque of the academic year and not before.
- A teacher who withdraws their resignation will not be entitled to the early notice bonus.
- (4) A term teacher shall not be entitled to the early notice bonus as outlined in [18.16\(3\)](#).
- 18.17 The Employer shall consider written applications up to May 15<sup>th</sup> of each academic year submitted by teachers who have indicated their desire to transfer.
- 18.18 Indeterminate positions coming available throughout the academic year shall be filled as term positions for the remainder of that academic year. In preparation for the following academic year, that vacant position must be advertised and posted in accordance with [Article 7.02](#).

#### Medical termination

- 18.19 This Clause shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer, supported by medical

evidence, that the employee was incapable of performing their duties because of chronically poor health; and when such occurs:

- (1) the employee shall be paid severance pay equal to the product obtained by multiplying their weekly rate of pay on termination of employment by the number of completed academic years of their continuous employment to a maximum of 26 years, less any period of continuous employment in respect of which severance pay was previously granted.
- (2) when employment is terminated under this Clause the employee shall have the right to waive their entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

## ARTICLE 19

### CONTINUING BENEFITS OF THE RETURNING EMPLOYEE

- 19.01 An employee granted leave of absence who returns to on-duty status is entitled to previous benefit and credit entitlements subject to the terms of this Collective Agreement.
- 19.02 An employee, on loan to another agency for teaching duties, who returns to on-duty status is entitled to previous benefit and credit entitlements subject to the terms of this Collective Agreement.
- 19.03 A teacher who transfers from a teaching position under the Association to a non-teaching position which falls under the Union of Northern Workers ceases to enjoy benefits of this Collective Agreement.

## ARTICLE 20

### GRIEVANCE AND ARBITRATION PROCEDURES

#### Definition of Grievance

- 20.01 The grievance and arbitration provisions are designed to provide a formal mechanism for the resolution of disputes that arise between the parties during the term of the Collective Agreement.

The grievance process is designed to allow for a timely and thorough investigation of disputes arising out of an alleged violation of the Collective Agreement or dismissal from the Public Service, with the possibility of final resolution through third party binding arbitration.

The Employer and the Association agree that a grievance may arise concerning:

- (1) The interpretation, application, operation, contravention or alleged contravention of a provision of the Collective Agreement;
- (2) The interpretation, application, operation, contravention or alleged contravention of an Act, Regulation, direction or other instrument made or issued by the Employer and dealing with terms and conditions of employment;
- (3) The imposition of discipline, for just cause, including, without limiting the generality of the foregoing, the disciplinary demotion or disciplinary suspension of an employee or the withholding of an increment;
- (4) Dismissal from the Public Service.

### The Final Resolution of Grievance

20.02 Grievances arising out of the circumstances described in [20.01](#) which are not resolved during the grievance procedure described in [20.05](#), may be finally resolved as follows:

- (1) Grievances concerning [20.01\(1\)](#), or [20.01\(3\)](#) or [20.01\(4\)](#) will be finally resolved by reference to arbitration in accordance with the procedure in 20.05;
- (2) Grievances concerning [20.01\(2\)](#) will be finally resolved by reference to the Minister Responsible for the [Public Service Act](#) or designate.

20.03 Before invoking the grievance procedure, employees will make reasonable efforts to resolve the dispute with their immediate supervisors.

Employees may present their dispute personally or through a Designated Representative.

20.04 The Association may invoke the grievance procedure at Step 2 if the Association alleges that a grievance has arisen that is not one that may be the subject of a grievance by an employee.

### Grievance Procedure

20.05 (1) A grievance must include a statement of the following:

- (a) the name(s) of the aggrieved;
- (b) the nature of the grievance and the circumstances out of which it arose;
- (c) the remedy or correction the Employer is requested to make; and

(d) the section(s) where the Agreement is claimed to be violated.

An earnest effort shall be made to resolve grievances fairly and promptly using the steps outlined below.

### **Step 1**

The grievor shall first seek to settle the dispute with their immediate supervisor in accordance with Article [20.03](#). If the differences are not resolved, the grievor, with the assistance of the Association, shall file the grievance to the immediate supervisor with copies to the Superintendent and Labour Relations. A grievance shall be filed within **20** calendar days following the date of the occurrence giving rise to the grievance, or when the grievor first became aware of the occurrence giving rise to the grievance. Should the issue not be resolved satisfactorily with **10** calendar days of the immediate supervisor being notified, the grievance shall move to Step 2.

If a grievance is not suitable for resolution by a direct supervisor, a grievor may elect to initiate a grievance at Step 2.

### **Step 2**

The grievor, with the assistance of the Association, or the Association on its own behalf, may choose to initiate a grievance at Step 2 by notifying the relevant Superintendent and Labour Relations, of the nature of the complaint in writing within **30** calendar days of becoming aware of the incident-giving rise to the complaint.

A meeting between the parties may be held if additional information is required to resolve the concern. The parties will review the circumstance of the grievance in an attempt to resolve it.

The Superintendent will provide to the grievor and the Association a written decision, with reasons, concerning the grievance within 30 calendar days following receipt of the written grievance.

If the grievance is not resolved within 30 calendar days of receiving the Superintendent's Step 2 response, the Association, in consultation with the grievor, will determine whether to forward the grievance to arbitration.

- (2) The parties agree that time is of the essence with respect to attempts to resolve grievances prior to the final resolution per Article [20.02](#). The time limits for completion of each stage of the grievance process may be extended by mutual agreement of the Association and the Employer.

- (3) Notwithstanding Article [20.05\(2\)](#), the timelines outlined in each stage of the grievance process will be suspended during Winter Holiday shutdown and the summer recess periods as they both apply to periods of time when the Association's central office is closed.

### Arbitration

20.06 If a grievance has been responded to at the second level and is not resolved it may be referred to arbitration, if final level of the grievance is to arbitration.

20.07 (1) The Arbitrator has all of the powers granted to Arbitrators under Section 12(1)(a) of the [Arbitration Act](#) in addition to any powers in this Agreement.

(2) The Arbitrator will hear and determine the grievance and will issue a decision. The decision is final and binding upon the parties and upon any employee affected by it.

(3) The Arbitrator will sign the award. Copies will be given to the parties to the dispute.

20.08 The Arbitrator does not have the authority to:

- alter or amend any of the provisions of this Agreement, or
- substitute any new provisions, or
- give any decision contrary to the terms and provisions of this Agreement, or
- increase or decrease salaries or allowances.

The Arbitrator has the authority to determine whether any matter is arbitrable.

20.9 The Employer and the Association will each pay one-half of the remuneration and expenses of the Arbitrator. Each party will pay its own expenses.

20.10 An Arbitrator may determine that an employee has been dismissed, demoted or suspended contrary to Article [18.09](#), and may direct the Employer to reinstate the employee without any loss of salary and benefits.

Without limiting the generality of the foregoing, Arbitrators may make any order they consider fair and reasonable having regard to the circumstances and terms of this Agreement.

This is without limiting the generality of the powers granted to Arbitrators under Section 12 (1)(a) of the [Arbitration Act](#).

20.11 As an alternative to the formal arbitration process set out in [20.06](#) to [20.10](#) by mutual agreement of the parties a grievance may be referred to someone who

will hear the grievance and at the conclusion of the hearing, give a written order without reasons.

These decisions may not be used to alter, modify or amend any part of the Collective Agreement, and are made without precedent or prejudice to similar or like cases.

The written order will be final and binding upon both parties and no further action may be taken on that grievance by any means.

## ARTICLE 21

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 21.01 When as a result of a formal review, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given a copy of the formal review report.
- 21.02 The Employer will not introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, unless the employee has received a copy of the document at the time of filing or within a reasonable period.
- 21.03 Employees may have access to their personnel file at their Regional Human Resource Service Centre at times convenient to the Employee and the Employer and in the presence of an authorized representative of the Employer.
- 21.04** Upon presentation of a written request from the employee, a Designated Representative of the Association may be supplied with information and copies of documents from the employee's personnel file. The employee must have specifically identified what information and documents are to be made available to the representative.
- There will be one **(1)** personnel file, located in the Regional Human Resource Service Centre.
- 21.05 An employee's personnel file will be cleared of all adverse comments, reports or correspondence if the employee has been continuously employed for three (3) calendar years from the date of the last adverse comment, report or correspondence.
- 21.06 Employees may place documents on their personnel file with the approval of their supervisor.



## ARTICLE 22

RESPONSIBILITIES FOR SAFE WORKING ENVIRONMENT

- 22.01 (1) The Employer will make all reasonable provisions for the occupational safety and health of employees. The Employer welcomes suggestions on the subject from the Association.
- The parties will consult with a view to adopting and effectively carrying out reasonable procedures and techniques intended to prevent or reduce the risk of employment injury.
- Employees will carry out all reasonable provisions made for their health and safety by the Employer.
- (2) The Employer will comply with all applicable provisions of NWT health and safety legislation.
- 22.02 No teacher is required to report for duty at a school when the students, as a result of health or safety hazards, have been dismissed from the school. Such days, when the school is closed, will be deemed as sessional days.
- 22.03** (1) The parties agree that every teacher has a right to freedom from harassment in the workplace because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.
- (2) All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with applicable policies and procedures. The parties agree that the Employer has the right and obligation to impose remedial measures and/or disciplinary measures as and when required to ensure that the provisions of this article are observed and adhered to. The parties further agree that the Employer shall take reasonable steps to ensure that the harassment stops. The Employer further agrees that victims of harassment shall be protected where possible from repercussions that may result from a complaint.
- (3) Harassment includes any conduct, gesture or contact that is likely to cause offense or humiliation. It also includes perception, on reasonable grounds, of placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 22.04 (1) The Employer and the Association recognize that every employee has a right to freedom from assault in the workplace. Assault means physical assault, verbal assault or threatened assault.

- (2) When a teacher has suffered an assault, the Principal will immediately investigate the situation in accordance with the steps outlined in the [Education Act](#), [Safety Act](#) and any other relevant jurisdictional policies and regulations.
- (3) The Principal will keep the school's Designated Representative informed of on-going developments for each situation under investigation.

## ARTICLE 23

### CONTRAVENTION OF THE [PUBLIC SERVICE ACT](#)

- 23.01 The [Public Service Act](#) establishes procedures for collective bargaining and the settlement of grievances. Disciplinary action may be taken, which will include penalties up to and including discharge, for participation in arrangements contrary to the [Public Service Act](#) for conducting grievances, disputes and collective bargaining.

## ARTICLE 24

### EXTRANEIOUS DUTIES AND OUTSIDE EMPLOYMENT

- 24.01 The Employer and the Association recognize the undesirability of requiring teachers to perform functions other than those exclusively educational.
- 24.02
- (1) The Employer and the Association recognize that some forms of business, outside employment and activities are a conflict of interest with the teacher's normal duties and as such are undesirable.
  - (2)
    - (a) A teacher who wishes to carry on business or engage in outside employment will notify the Employer in writing of the business or outside employment.
    - (b) A teacher who wishes to engage in activities that may create a real or perceived conflict of interest or which may interfere with the performance of the teacher's regular duties will notify the Employer in writing of the outside activity.
    - (c) A Teacher who wishes to carry on business or engage in outside employment or activities are advised to consult the Regulations pursuant to the [Public Service Act](#) and the [Code of Conduct](#) Respecting Conflict of Interest and Oath of Office and Secrecy.

## ARTICLE 25

PRINCIPAL'S SCHOOL ADMINISTRATION TIME

- 25.01 The Employer undertakes to ensure that Principals are allowed adequate time free of teaching duties to perform their administrative duties.
- 25.02 (1) Principals will accept the professional responsibility of having their schools operational on the first day of each school term, semester or other division of the academic year, provided the necessary staff and facilities have been allocated.
- (2) Principals shall be paid for up to 10 additional days for administrative duties performed during the school year. The Superintendent, in consultation with the Principal, shall determine the work to be performed by the Principal on these additional days. Principals will be compensated their Daily Rate of pay for these additional days.
- 25.03 Principals, as part of their duties, are required to discuss with the Superintendent the effectiveness of education program delivery in their schools. This includes an analysis of the strengths and weaknesses of professional staff and the content, practices and procedures that relate to the education program of the school.
- These discussions may include recommendations for appropriate remedial action and, subject to written notification being given by the Principal to the teacher concerned, may include recommendations for appropriate disciplinary action.

## ARTICLE 26

EVALUATION

- 26.01 The prime purpose of evaluation will be the increased effectiveness of personnel in improving instruction.
- 26.02 All evaluations will be conducted openly and with the knowledge of the teacher and will follow the NWT Teacher Growth and Evaluation model, or a similar model approved by the Department of Education, Culture and Employment. Prior to seeking approval from the Department of Education, Culture and Employment for a new model, the Education Body will consult with the NWTTA.
- 26.03 Teachers will be given an opportunity to address concerns which may be identified during the evaluation process.

- 26.04 The results of such evaluations shall be made known to the teacher concerned in a timely manner and, where results of evaluations are produced in written form, a copy will be given to the teacher concerned.
- 26.05 Teacher's evaluations and comments will be kept on the personnel file. Proper security shall be maintained on teacher evaluation files. The evaluation files may only be viewed by the Superintendent, the Assistant Superintendent, Principal, and authorized employees of the Employer. Any other person wishing to view the teacher's file may do so only with the written consent of the teacher. Teachers shall be permitted to view their own files at any mutually convenient time during the normal working office hours.
- 26.06** When a Principal is evaluated under the Principal Growth and Evaluation Model, or another model approved by the Department of Education, Culture and Employment, the results of the Principal's evaluation shall be made known to the Principal no later than **90** calendar days before the last day of the academic year. A Principal will be given an opportunity to address concerns which may be identified during the evaluation process.

## ARTICLE 27

### JOINT CONSULTATION

- 27.01 The parties acknowledge the mutual benefits of joint consultation. They will refer to joint consultation matters of common interest as mutually agreed.

## ARTICLE 28

### PROCEDURE FOR COMMENCEMENT OF NEGOTIATIONS

- 28.01 Collective bargaining will start after February 1 of the year when this Agreement will terminate provided that:
- (1) The Association gives the Employer at least 30 days notice of its intention to enter into collective bargaining, or
  - (2) The Employer gives the Association at least 30 days notice of its intention to enter into collective bargaining.
- 28.02 When notice to enter into collective bargaining has been given by either party, then collective bargaining will start no later than 60 days following receipt of that notice.

## ARTICLE 29

DURATION AND RENEWAL

- 29.01** This Agreement shall come into effect on the first day of August 2023 except for those Articles or Clauses that are shown as coming into effect on another date.
- 29.02** This Agreement will remain in effect until the 31<sup>st</sup> day of July 2026.
- 29.03 Notwithstanding [29.01](#), teacher pay and A4 allowances for the academic year will begin the first pay period in August.
- 29.04 Notwithstanding [29.02](#), this Agreement may be amended by mutual consent.
- 29.05 Notwithstanding the preceding, the provisions of this Agreement, shall remain in effect during the negotiations for its renewal.

APPENDIX ATEACHERS' QUALIFICATIONS AND REMUNERATION

## ARTICLE A1

SALARY

A1.01 Teachers are paid an annual salary based on the academic year in accordance with verified qualifications and teaching experience.

**A1.02** Annual salary is calculated on the basis of a teacher working **194** days over a ten-month period.

The **194** days include:

- (1) sessional days;
- (2) **four (4)** Professional Development days (including up to one day allocated for travel associated with the Territorial Professional Development Conference);
- (3) up to 2.5 days which the Superintendent may designate for Administrative days, In-service Training, or Parent-Teacher days;
- (4) two **(2)** days for cultural orientation offered by the Employer.
- (5) one half **(1/2)** day civic holiday when proclaimed by the community government and approved by the Superintendent in advance.

The number of sessional days, Professional Development Days, Administrative days and In-service Training days may not exceed **194**.

Where a school based Professional Development day results in a school wide closure, the majority of the Teachers currently employed in that school must agree on or before March 15 to determine the date of the Professional Development day being proposed for inclusion in the next years' school calendar. The Territorial Professional Development Conference is not a 'school based Professional Development day'. In conference years required Professional Development days will be actual conference days and up to one **(1)** travel day.

A teacher required by the Employer to report for duty for more than **194** school days will be paid their Daily Rate of Pay.

New teachers and transferring employees who report for an orientation conducted by the Employer before the start of the academic year will be paid their Daily Rate of Pay each day of the orientation they attend.

A1.03 Teachers are paid in accordance with the Employer's bi-weekly pay system and the first bi-weekly pay for a school year is the first pay in August.

A1.04 Where pay advices are distributed to employees at their place of work, they shall first have been placed in envelopes and sealed.

Pay will be deposited to the credit of the employee with the financial institution of the employee's choice in Canada.

A1.05 A part-time teacher will be paid in accordance with verified qualifications and teaching experience as shown in [Appendix C](#). The amount will be pro-rated according to time actually spent on duty.

A1.06 No employee will lose salary because of an appointment to a position in a community where a revised academic year is in effect.

**A1.07** (1) Substitute teachers will be paid the daily rate of the Substitute Teacher Salary Grid in [Appendix D](#) in accordance with their qualifications and teaching experience.

(2) Qualifications

- a) Level 1: Less than a post secondary degree.
- b) Level 2: University degree but not in education.
- c) Level 3: Education degree.

(3) Teaching Experience

- a) Step 1: Less than **one (1)** year of teaching experience.
- b) Step 2: 1 but less than **three (3)** years of teaching experience.
- c) Step 3: Over **three (3)** years teaching experience.

For the purposes of [A1.08\(3\)](#), teaching experience is the same as outlined in [A3.01\(1\)](#) (a) through (d).

(4) Before appointment to the staff of the Government of the Northwest Territories, the substitute teacher submits proof of qualifications, for certification purposes, to the Department of Education, Culture and Employment. The TQS will decide appeals of placement on the Substitute Teacher Salary grid.

(5) Substitute teachers who only work a partial day will be paid one half (**1/2**) their daily rate of pay.

- (6) If a Substitute Teacher is employed to replace one particular Teacher for more than **15** consecutive school days, the Substitute Teacher shall be paid at the appropriate rate of pay associated with their placement on the [Appendix C](#) Salary Grid starting on the **16<sup>th</sup>** consecutive school day and continuing for as long as that Substitute Teacher replaces that particular Teacher. The TQS shall decide any appeals of placement of the Substitute Teacher on the [Appendix C](#) Salary Grid.

A Substitute Teacher will not be reassigned to substitute for another Teacher in order to avoid the application of this Article.

- A1.08**
- (1) If retroactive deductions are necessary, no continuing employee will have over 10% of gross earnings deducted per pay period.
  - (2) Where deductions for salary recoveries are required, the employee will be provided with a written explanation of the deductions two **(2)** pay periods prior to the pay period in which the recoveries are initiated.
  - (3) Teachers who do not receive a pay cheque on their normal pay day, will receive their pay at the next applicable off-cycle date.



## ARTICLE A2

QUALIFICATIONS

**A2.01** For [A2.02](#), "teacher education" refers to years of training leading to the granting of a recognized teaching certificate.

**A2.02** (1) Category 1

Teachers with less than two **(2)** years of teacher education.

(2) Category 2

Two **(2)** years of teacher education.

(3) Category 3

Three **(3)** years of teacher education.

(4) Category 4

Four **(4)** years of teacher education which includes at least one **(1)** degree.

(5) Category 5

Five **(5)** years of teacher education which includes at least one **(1)** degree.

(6) Category 6

Six **(6)** years of teacher education which includes two **(2)** bachelor degrees or at least one **(1)** graduate degree.

**A2.03** Before appointment to the teaching staff of the Government of the Northwest Territories, the teacher submits proof of qualifications, for certification purposes, to the hiring Department of Education, Culture and Employment. The TQS will decide appeals of placement on the salary grid.

**A2.04** (1) The Registrar of the Department of Education, Culture & Employment or designate will evaluate a teachers qualifications for salary purposes.

(2) If a teacher disagrees with the salary placement, the TQS is used to determine placement.

(3) A teacher who has acquired additional education and is requesting a re-evaluation, is responsible for notifying the TQS in writing with appropriate documentation.

- (4) The TQS advises the Department responsible for administrating teachers pay, the Superintendent and the teacher of the placement.
- (5) The effective date of any adjustment to salaries for increased teacher education is the date the TQS receives the notice referred to in [A2.04\(3\)](#).
- (6) **The teacher shall be placed on the salary schedule according to the most recent approved Statement of Qualification from TQS. For clarity, the responsibility to provide the most recent approved Statement of Qualification to the Employer, falls to the applicant.**

A2.05 Original documents or official validated copies are necessary as proof of qualifications.

**A2.06** Teachers being paid at Categories **four** (4), **five** (5) or **six** (6) ([Appendix C](#)) when this Agreement is implemented will continue to be paid within their appropriate pay level until their academic qualifications meet the requirements of a higher Category.

**A2.07** The requirement for a degree in Categories **four** (4), and **five** (5) do not apply to teachers of a vocational program who are granted credit for a journey person's standing by an accredited Canadian teachers training institution and who hold a valid vocational teaching certificate.

A2.08 A teacher who does not have a university degree and who completes university courses leading to a complete year of university education as of the date of ratification of this Agreement will receive a pro-rata allowance for the portion of the years work which has been completed. This amount is calculated by multiplying the fraction of the year's work completed (as identified by the TQS) by the difference between the salary of the current Category in which the teacher has been evaluated and the next highest Category.

- Example:

As identified by the TQS: Teacher Category – 3 + 1/10 pro rata:

Teacher Experience – 21 years

Calculation from the Grid:

Category 4/Step11 – Category 3/Step 11 = Difference

1/10 pro rata = .10

Allowance = Difference X .10

The Employee must provide to the Superintendent, a criminal record check and a vulnerable person's screening check upon hire, and as part of the certification and recertification process for every teacher; the Employer may

request criminal record checks at other times, depending upon the circumstances.

## ARTICLE A3

EXPERIENCE INCREMENTS

- A3.01** A teacher is granted one **(1)** Experience Increment for each year of teaching experience in Canada or comparable experience elsewhere.
- (1) A year of teaching experience consists of:
    - (a) any combination of teaching experience totalling 195 sessional days; or
    - (b) a minimum of 150 teaching days in a single academic year; or
    - (c) an accumulation, subject to [A3.03](#), of pro-rated part-time days which total to the equivalent of 195 full days; or
    - (d) a year of teaching experience as certified by a previous employer.
  - (2) A teacher may not claim more than one Experience Increment on the basis of [A3.01\(1\)\(b\)](#).
  - (3) A teacher is entitled to an Experience Increment earned under [A3.01\(1\)\(a\)](#) as soon as it is earned, provided it has not already been claimed in [A3.01\(1\)\(b\)](#).
- A3.02** Before appointment to the teaching staff of the Government of the Northwest Territories, the teacher submits proof of previous teaching experience to the Registrar of the TQS appointed under Section 49 of the [Education Act](#).
- A3.03** Teaching experience is experience of at least 15 consecutive teaching days as a teacher, contract/term teacher or substitute teacher.
- A3.04** A teacher who is on loan to another agency for teaching duties will be given experience credit equal to the period of each stay for the purpose of calculating annual increments.
- A3.05** A teacher will not be granted more than one **(1)** Experience Increment for credit granted for educational leave.
- A3.06** (1) Teachers in the following positions are granted Experience Increments for service directly related to the subject area in which the teacher is employed:

- (a) Industrial Arts - experience gained as a Journeyperson in a trade directly related to the teaching assignment.
- (b) Library - experience gained as a librarian in a public library of a comparable position will be evaluated by the Employer. If the experience is considered appropriate to the teaching situation, the Librarian is granted appropriate experience increments.
- (c) High school courses - experience gained in a college or a university setting delivering high school course materials; or as an instructor in a Teacher Education Program.

Experience increments are calculated by pro-rating the teaching time for high school courses to a full course load.

- (2) Each year of related experience, attained after qualification of Journeyperson or Librarian, is regarded as a year teaching experience up to a maximum of five (5) years' Experience Increments.
- (3) Notwithstanding [A3.06\(2\)](#), Vocational Teachers employed in Vocational Programs are granted experience increments in addition to those provided by [A3.06\(1\)](#) and [A3.06\(2\)](#).

The Experience Increments are calculated as one (1) years teaching experience for each two (2) years experience as a Journeyperson, to the maximum increment level of the appropriate salary class.

**A3.07** Teachers are granted experience increments for previous experience as an Education/Support Assistant. The experience increment is one year of teaching experience for every two years of Education/Support Assistant experience, to a maximum of five increments.

**A3.08** Junior Kindergarten teachers who teach with an early childhood education diploma will be given one (1) year of teaching experience for every two (2) years of full-time experience in a licensed early learning and childcare program, up to a maximum of five (5) Experience Increments.

## ARTICLE A4

ALLOWANCESPrincipal's Allowance

A4.01 A Principal is paid an allowance over the school year for administrative and supervisory responsibilities as follows:

Number of full time equivalent students enrolled on September 30 of the previous school year	Percentage of Maximum Step of Category 5 for the current school year
1-150	15%
151-250	18%
251-400	20%
401 and over	23%

Assistant Principal's Allowance

**A4.02** An Assistant Principal is paid an allowance over the school year for administrative and supervisory responsibilities at an annual rate equal to one-half (**1/2**) of the Principal's Allowance in [A4.01](#).

Where an Assistant Principal acts as Principal for **five (5)** consecutive working days, the Assistant Principal shall receive the Principal's allowance for the remainder of the time that the employee acts as Principal.

Assistant Principals shall be paid for up to four (4) additional days for administrative duties performed during the school year. The Superintendent, in consultation with the Principal, shall determine the work to be performed by the Assistant Principal on these additional days. Assistant Principals will be compensated their Daily Rate of pay for these additional days.

Grade and Subject Coordinator's Allowance

A4.03 Grade Coordinators and Subject Coordinators appointed by the Superintendent will receive an annual allowance over the school year for supervisory responsibilities of \$2,210.

Language Allowance

- A4.04** (1) Teachers who demonstrate proficiency in and who use in activities related to their teaching, one (1) or more of the Indigenous languages of the Northwest Territories and appointed by the Superintendent receive an annual allowance over the school year of \$6,129.
- (2) A teacher who is proficient in the use of one (1) or more of the Indigenous languages of the Northwest Territories will receive the Language Allowance when using the skill in any or all of the following areas:
- (i) actual classroom teaching;
  - (ii) individual student counselling;
  - (iii) parent teacher interviews;
  - (iv) extra-curricular activities;
  - (v) school/community relations;

Teacher Consultant's Allowance

- A4.05 In addition to salary and other allowances, Teacher Consultants will receive an allowance over the school year of \$5,345.

Acting Duties Allowance

- A4.06 A teacher assigned temporarily to the duties of a higher paid position will be granted the Allowance appropriate to the duties retroactive to the date of assignment. This allowance is not payable to Assistant Principals who act as Principals.

Limitation

- A4.07** A teacher will not be paid more than one (1) of the Allowances in [A4.01](#), [A4.02](#), [A4.03](#) or [A4.05](#), or [A4.11](#).

Direction of Student Teacher Allowance

- A4.08 Teachers will be paid a weekly allowance for each student teacher under their direction of \$167.

Mentoring Allowance

- A4.09** Upon the recommendation of the Principal and the approval of the Superintendent an annual allowance over the school year will be paid to a teacher who is formally mentoring another individual in an approved mentoring program of \$1,334.

This allowance is not available to **Principals** or **Assistant Principals**.

Personal Allowance

A4.10 An annual allowance of \$1300 will be paid to teachers on a common date near the end of the school year. "Personal Allowance" is remuneration teachers receive to be spent at their own discretion.

Program Support Teacher Allowance

A4.11 **In addition to salary and other allowances, Program Support Teachers will receive an allowance over the school year of \$2,210.**



APPENDIX B

ARTICLE B1

NORTHERN ALLOWANCE

- B1.01 (1) A Northern Allowance will be paid to every employee, based upon the community in which they are employed, in accordance with this Article.
- (a) The annual rate of Northern Allowance is set out in schedule [B1.02](#) and is calculated on the basis of a teacher working 195 days over a ten month period. Teachers will be paid the allowance in accordance with the Employer's pay system.
- (b) The Allowance for part-time teachers, substitute teachers and teachers who do not work a complete academic year will be pro-rated.
- (2) (a) The Association and the Employer agree that the methodology used to calculate the Northern Allowance shall form part of the Collective Agreement.
- (b) The annual rates for each community will be updated in accordance with the methodology.

**B1.02 Northern Allowance**

Please refer to the [GNWT website](#) for annual updates to the Northern Allowance.

Effective the beginning of the **2023** School Year

Community	Rate	Community	Rate
Aklavik	\$21,374	Kát'odeeche	\$4,727
Behchokò	\$5,632	Lutselk'e	\$18,716
Colville Lake	\$29,300	Nahanni Butte	\$18,525
Déjñę	\$27,811	Norman Wells	\$20,723
Fort Good Hope	\$27,329	Paulatuk	\$34,043
Fort Liard	\$7,247	Sachs Harbour	\$34,561
Fort McPherson	\$20,666	Sambaa K'e	\$26,030
Fort Providence	\$9,289	Tsiigehtchic	\$22,135
Fort Resolution	\$14,867	Tuktoyaktuk	\$20,483
Fort Simpson	\$12,839	Tulita	\$25,580
Fort Smith	\$6,903	Uluhaktok	\$36,700
Gamèti	\$17,029	Wekweèti	\$16,856
Hay River	\$4,711	Whati	\$15,284
Inuvik	\$14,661	Wrigley	\$19,201
Jean Marie River	\$14,863	Yellowknife	\$3,700
Kakisa	\$8,590		

## ARTICLE B2

ULTIMATE REMOVAL ASSISTANCE

**B2.01** An employee who terminates employment effective the end of an academic year in accordance with [18.16 \(2\)](#) and certifies the intention of leaving the Northwest Territories or moving to another settlement within the Territories will be entitled, subject to [B2.02](#) below, to receive a financial subsidy designed to assist the employee in defraying the cost of the move. This subsidy is referred to as Ultimate Removal Assistance.

**B2.02** An indeterminate employee's entitlement to Ultimate Removal Assistance is determined on the basis of length of service with the Government of the Northwest Territories as follows:

## (1) Entitlement

Length of Service	Entitlement
less than 3 years	none
3 years but less than 4	50%
4 years but less than 5	60%
5 years but less than 6	70%
6 years but less than 7	80%
7 years but less than 8	90%
8 years and over	100%

For this Article, a "year" of service is the **12** month period to the anniversary date of initial appointment.

Teachers who complete a full academic year are considered to have served 12 months.

The entitlement to Ultimate Removal Assistance under this Article is the applicable percentage of the amount for the community in which the employee is employed upon termination as set out in the schedule below:

## (2) Community Rates

Community	Rate	Community	Rate
Aklavik	13,440	Kakisa	6,595
Behchokò	5,737	Łutselk'e	8,320
Colville Lake	10,880	Nahanni Butte	8,320
Délįne	9,600	Norman Wells	9,600
Fort Good Hope	10,880	Paulatuk	13,440
Fort Liard	7,924	Sachs Harbour	14,720
Fort McPherson	12,693	Sambaa K'e	8,320
Fort Providence	6,770	Tsiigehtchic	12,372
Fort Resolution	6,861	Tuktoyaktuk	13,440
Fort Simpson	6,929	Tulita	9,600
Fort Smith	5,737	Ulukhaktok	13,440
Gamèti	8,320	Wekweèti	8,320
Hay River	6,595	Whatì	7,680
Kátł'odeeche	6,595	Wrigley	8,191
Inuvik	12,800	Yellowknife	6,329
Jean Marie River	7,663		

- (a) Term employees are eligible for 60% of the amount for the community in which the employee is employed upon termination as set out in the schedule above.
- (b) Laid off employees and the dependents of deceased employees shall be eligible for 100% of the amount for the community in which the employee is employed upon termination as set out in the schedule above.
- (c) In the case of the dependents of deceased employees the cost of shipping the body is in addition to the entitlement.

Application

**B2.03** Ultimate Removal Assistance applies to all employees except employees hired locally whose community of residence upon termination is the same as the point of recruitment. These employees are only entitled to Ultimate Removal Assistance after **eight (8)** years of service. After **eight (8)** years of service, these employees are entitled to 100% of the community rate.

Payment of Ultimate Removal Assistance

- B2.04**
- (1) Payment of the lump sum will be made upon the provision of evidence satisfactory to the Department **Responsible for the Public Service** that the employee has moved from their community of residence.
  - (2) The employee is responsible for making all moving arrangements and paying for their move.
  - (3) Employees must move from their community of residence within one **(1)** year from the date of termination.
  - (4) If a former employee does not move from their community of residence within one year from the date of termination, they will no longer be entitled to the Ultimate Removal Assistance.
  - (5) Term employees who do not complete their term are not eligible to receive Ultimate Removal Assistance unless their resignation is accepted by the Superintendent without prejudice.

## ARTICLE B3

RELOCATION EXPENSES ON INITIAL APPOINTMENT  
AND SUBSEQUENT MOVES AS AN EMPLOYEE

- B3.01** (1) The Employer will reimburse employees for reasonable expenses incurred in moving with their dependents to their first place of duty on appointment to the Public Service and to subsequent places of duty.
- (2) Employees must sign an agreement that they will remain in the Employer's employ for a period of at least one (1) full school year in order to receive relocation expenses on initial appointment. If the employee is a Contract/Term teacher, they will need to complete either their full term of employment OR one (1) full school year – whichever is less.
- (3) Should the employee not fulfil the service commitment in accordance with the provisions of Clause [B3.01 \(2\)](#), due to resignation accepted with prejudice, abandonment of position, or termination for cause, the employee recognizes that they are indebted to the Employer for the amount received pursuant to this Article.

Entitlement

- B3.02** The following entitlements are subject to the limitations in [B3.07](#).

The claimant must explain the circumstances if expenses for meals, lodgings, or other items cannot be kept within the entitlements in this Article. The official designated by the Employer must approve these expenses before the claim is paid.

- B3.03** The following travelling expenses are allowed:

- (1) transportation by:
- (a) the most economical airfare (e.g. family plan);
  - (b) privately owned car (refer to Duty Travel [Article B4](#)).
- (2) the actual cost of meals and incidental expenses up to a maximum of \$45 a day for the employee and each dependent six (6) years and over. The limit is \$25 a day for each dependent under six (6) years.
- (a) at the start of the journey for a maximum of three (3) days;

- (b) enroute for the time required to make the direct journey. Employees travelling by car will be allowed lodging and meal cost of not more than one day for each 644 **km** of the trip.

The distances are determined by referencing the road kilometres via the most direct route included in [Google Maps](#).

The maximum for kilometres, meals, and lodging enroute cannot exceed the total expense if the trip been made under [B3.03\(1\)\(a\)](#);

- (c) at destination while waiting for furniture or accommodation for up to 21 days if dependents are with the employee; or up to ten days if dependents are not with the employee;
- (d) for interim lodging and meals at the start of the journey of more than three **(3)** days and at destination of more than 21 days or ten days, as applicable, in reduced amounts of \$22.50 for each adult and \$12.50 for each child under six **(6)**.

The provisions in sections (c) and (d) are for exceptional circumstances such as a lack of accommodation at the destination.

This will allow for the saving in home costs for the period.

- (e) under no circumstances will an employee be granted interim lodging and meals under [B3.03\(2\)\(d\)](#) without the approval of the Employer.
- (3) excess baggage to a maximum of six **(6)** pieces for the employee and two **(2)** pieces for each dependent where:
    - (a) household effects are moved separately by slower transportation;
    - (b) no other expenses are paid for moving household effects;
    - (c) each piece of baggage is limited to 32 kg.
  - (4) expenses for facsimiles and telephone calls necessary to expedite shipment of household effects.

**B3.04** The following applies to moving and storing household effects; Principals who are not indeterminate employees and who are hired for a term of less than **two (2)** years and term teachers are eligible for one half **(1/2)** of the specified kilograms:

- (1)** Where the location is serviced by an all-weather road or rail line, the movement of household effects not exceeding:

  - (a)** employees without dependents residing with them, 3,175 kg.
  - (b)** employees with one **(1)** dependent residing with them, 4,082 kg.
  - (c)** employees with two **(2)** dependents residing with them, 4,990 kg.
  - (d)** employees with three **(3)** dependents residing with them, 5,897 kg.
  - (e)** employees with four **(4)** or more dependents residing with them, 6,804 kg.
  
- (2)** Where the location is not serviced by an all-weather road or rail line, the movement of household effects not exceeding:

  - (a)** employees without dependents residing with them, 907 kg.
  - (b)** employees with one **(1)** dependent residing with them, 1,361 kg.
  - (c)** employees with two **(2)** dependents residing with them, 1,588 kg.
  - (d)** employees with three **(3)** or more dependents residing with them, 1,814 kg.

An employee on strength on or before September 30, 1990 is entitled to the greater of the weight entitlement in this Agreement or the Agreement which expired on August 31, 1990.

"Household effects" includes the furniture, household equipment personal effects employees and their dependents own at the time of their move. It does not include such things as automobiles, boats, motor-cycles, trailers or animals.

- (3)** Costs of packing, crating, unpacking, uncrating, transportation and in-transit insurance.

If professional movers are not available in the community, the Employer may authorize payment for the cost of packing materials purchased by the employee from local stores and the cost of making crates, etc. by local people in lieu of packing costs by a professional mover.

- (4)** Temporary storage pending availability of permanent accommodation, if authorized by the Employer.

- (5) Long term storage at the nearest facility if it is not in the interest of the Employer to move the furniture and effects. Under normal circumstances this storage will not exceed three (3) years without the approval of the Employer.
- (6) Reimbursement of incidental expenses of the move not specifically provided in this Article not exceeding \$200.00.

### Real Estate Costs

- B3.05**
- (1) This article applies only to indeterminate employees and Principals who are hired for a term of at least **two (2)** years.
  - (2) An employee who owns and occupies a single family dwelling as a principal residence and is required to transfer from one place of duty to another as an employee of the Government of the Northwest Territories may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence.
 

The residence must be sold and/or purchased within one (1) year of the date the employee was authorized to transfer.

    - (a) this benefit does not apply upon initial appointment to the Public Service;
    - (b) receipts are necessary;
    - (c) all claims must be authorized.
  - (3) On initial appointment, a new employee who is making payments for accommodation at both the old and new residences will be reimbursed for limited duplicate costs.

This applies only to employees residing in their own home who have not been able to sell or rent the home before relocation. It applies for a maximum of three (3) months from the date of appointment. It is limited to whichever is less:

- (a) the monthly mortgage payment on the old residence; or
- (b) the monthly rental payment of the new residence.



### Costs of Breaking Leases

**B3.06** This article applies only to indeterminate employees and **P**incipals who are hired for a term of at least **two (2)** years.

Employees, on initial appointment and on subsequent moves, are entitled to be reimbursed for the cost of fulfilling the terms of the employee's tenancy at the former place of duty. This is limited to three **(3)** months.

### Limitations

**B3.07** The following limitations apply:

- (1) in no cases will a move be made without the prior approval of the Employer;
- (2) reimbursement is limited to costs which would have been incurred if the move had been carried out in the most practical and economical manner;
- (3) entitlement for lodgings in a private home are limited to \$11 daily for the employee and \$3 daily for each dependent;
- (4) an employee with an established residence at the place of duty at the time of appointment (other than one that must be vacated because it was owned by the previous employer) is not entitled to the benefits in this Article;
- (5) travel advances will not exceed the estimated amount of the employee's entitlement under this Article;
- (6) the balance of unused total weight allowance for removal of household effects cannot be claimed at a later date, unless transportation problems preclude transporting the total weight allowance in one shipment;
- (7) only one (1) entitlement will be paid per family unit.

Procedure**B3.08** The Employer will:

- (1) where local moving companies have been appointed as the exclusive booking agent for major van lines, select, on a rotational basis, a local moving company to handle the move;
- (2)
  - (a) where no local moving company has been appointed as the exclusive booking agent, request the employee to obtain from at least two **(2)** carriers, if possible, a quotation on the move, including proposed date of delivery;
  - (b) review the estimates and advise the successful moving company to start the move upon direction from the employee.
- (3) advise the employee of the name of the moving company selected;
- (4) issue the necessary travel advances and, if required, transportation warrants.

**B3.09** Within 30 days of arrival, the employee must submit:

- (1) a completed Travel Authorization and Expense Claim, attaching supporting receipts;
- (2) where reimbursement of incidental expenses is claimed under [B3.04\(6\)](#), the following completed certificate:

"Certifies that I have incurred expenses incidental to this move and not otherwise claimable in the amount of \$\_\_\_\_\_." Claimant
- (3) a cheque for any unexpended balance of advances issued.

## ARTICLE B4

DUTY TRAVEL

B4.01 An employee who is authorized to travel on Government business will be reimbursed for reasonable expenses incurred as per the following entitlements:

Entitlement

B4.02 Entitlements are subject to limitations in Clauses 05, 07, and 08.

If the expenses for meals, lodging and other items cannot be kept within the entitlements in this Article, the claimant must explain the circumstances on the claim and justify actual expenses by receipts.

Transportation

B4.03 The cost of transportation is authorized as follows:

- (1) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (2) privately owned car (refer to [B4.10](#) to [B4.15](#));
- (3) chartered aircraft;
- (4) rented or hired cars - where this is the most reasonable or economical means of travel. Employees renting vehicles must ensure that there is insurance against all liability.

Accommodation

- B4.04**
- (1) Commercial Accommodation (up to 15 calendar days) - employees may be reimbursed for actual costs of authorized accommodation.
    - (a) Where possible employees must use hotels which provide special Government rates.
    - (b) When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is to be at the Government agreed rate.
    - (c) Commercial accommodation expenses must be accompanied by receipts.

- (2) Accommodation for over 15 calendar days - normally the employee must make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged before the start of travel or shortly after arrival.
- (3) Non-Commercial Accommodation - employees who make private arrangements for overnight accommodation may claim \$50.00 for each night.

**This rate will be adjusted as the [Federal rates](#) are amended and shall be administered in accordance with the [Financial Administration Manual](#).**

- (4) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer.

These employees are not entitled to the \$50.00 non-commercial accommodation allowance in [B4.04\(3\)](#). They are financially responsible for any damage. They do not have to pay rent if they receive a private accommodation allowance or are paying rent at their usual place of residence.

#### Per Diem Rate (Meals and Incidental Expenses)

- B4.05** (1) Expenses claimed under this heading are to cover the cost of meals consumed and **for such** incidental expenses as **gratuities to miscellaneous service personnel**, etc.

For periods of Duty Travel **not exceeding fifteen (15)** calendar days, a per diem rate **of \$152.45** will be paid.

**In the event an employee is in travel status for a part day only, the following amounts may be claimed:**

- i. **Breakfast \$28.10**
- ii. **Lunch \$34.10**
- iii. **Dinner \$72.95**
- iv. **Incidentals \$17.30**

**If meals are provided as part of the cost of transportation or included in the event, they cannot be claimed by the employee.**

**These rates will be adjusted as the [Federal Rates](#) are changed.**

**Employee duty travel is administered in accordance with the [Financial Administration Manual](#).**

Where the actual cost of a meal exceeds the maximum allowance, and where the reason for this excess cost can be justified, and the expense is supported by a receipt, the employee will be reimbursed for the actual cost of the meal.

- (2) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond **15** calendar days in one location, the maximum amount claimable for meals and incidental expenses shall be reduced to 50% of the Per Diem rate for all days in excess of **15** calendar days.
- (3) Employees are not considered to be in travel status if they are appointed to the establishment of one headquarters area, but their duties are carried out at another location during the major portion of the time or continuously.

Other Expenses

B4.06 Employees shall be reimbursed for:

- (1) long distance calls of an official nature providing that an explanation is provided.
- (2) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis are not authorized for repeated trips between the same place if convenient public transportation is available;
- (3) local phone calls for business purposes;
- (4) Child care expenses – a maximum of \$25.00 (twenty five dollars) a day per dependent child sixteen (16) years of age or younger upon provision of receipts if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

Limitations

B4.07 No item of "other expenses" or transportation over \$12, will be reimbursed without a receipt. This rate will be adjusted as changed in the Employer's [Financial Administration Manual](#)

B4.08 The following expenses are not allowed:

- (1) purchase of briefcases, pens, tools or any other supplies or equipment;
- (2) rental or purchase of movies or other entertainment;
- (3) purchases of a personal nature, such as baggage, clothing etc.;
- (4) telephone, or facsimile messages of a personal nature except in the case of unavoidable delay in arrival home;
- (5) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (6) any losses of money or of personal belongings.

#### Procedure

- B4.09**
- (1) The Employer authorizes Duty Travel by signing **or by electronic approval of** the Travel Authorization Form (the form) before the start of the trip.
  - (2) The form must be submitted **in System for Accountability and Management (SAM) or in hardcopy as required**, as a request for an advance of travel expenses if an advance is required.
  - (3) All requests for advances should be submitted at least three **(3)** working days before the trip.
  - (4) **Once approved, the advance will be given to the claimant via direct deposit or cheque.**
  - (5) Within ten days of completing the trip, the employee must submit an **electronic or hardcopy** claim for expenses, **in SAM or** on the pre-authorized **hardcopy** form. A **payment from the employee must be submitted** to cover any amount by which the travel advance exceeds the total of the claim.
  - (6) Employees may have only one **(1)** travel advance outstanding at any one **(1)** time, unless circumstances indicate the need for two. Failure to comply with this will result in automatic payroll deductions being initiated for the total amount of the advance.

### Travel by Privately Owned Car

- B4.10
- (1) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Government business or on removal.
  - (2) The use of a privately owned car will not be authorized if, because of the additional time involved, commercial transportation would be more reasonable and practicable.
  - (3) Reimbursement is limited to the commercial cost if the total cost of the trip including the daily rate and lodging expenses exceed the cost of the same journey by ordinary commercial means.

### Entitlements

**B4.11** Subject to B4.13 and B4.14, the following are provided:

- (1) where the use of a privately owned car is authorized:
  - (a) for the Employer's rather than the individual's convenience, [the rate per kilometre found on the Department of Finance's website.](#)
  - (b) for the individuals rather than the Employer's convenience, [the rate per kilometre found on the Department of Finance's website.](#)

These rates will be adjusted as the [Federal rates](#) change

- (2) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
  - (3) other travel expenses where applicable.
- B4.12 At the Employee's Normal Place of Duty - employees required to use their car extensively on Government business at their normal place of duty when a Government vehicle is not available, may be paid an allowance to suit the circumstances.

### Limitations

B4.13 The following limitations apply:

- (1) persons not covered by personal insurance are not authorized to use a private car on Government business;
- (2) the Government will not pay for any additional insurance required on the employee's car because it is used on Government business;
- (3) the distance allowance for enroute travel is calculated:
  - (a) on the road distances given in [Google Maps](#)
  - (b) for other distances, on the generally accepted kilometres for the most direct route.
- (4) no additional distance allowance will be paid if other employees on duty are carried as passengers.

B4.14 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Government business other than those claimed under the [Workers' Compensation Act](#).

### Procedure

- B4.15**
- (1) The Employer will authorize the distance allowance by signing **or by electronic approval of** the Travel Authorization before the start of the trip.
  - (2) Upon completion of the trip, the claim is:
    - (a) completed by the employee;
    - (b) supported by receipts for lodging, etc. (where applicable);
    - (c) shows separately details of:
      - (i) enroute kilometres;
      - (ii) business kilometres (if any) in lieu of taxis at destination;
    - (d) submitted to the Employer for approval and payment.



Headquarters Travel

B4.16 The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

Entitlement

B4.17 Subject to the Employer's approval, payment may be made for transportation in the employee's headquarters area in the following circumstances:

- (1) for a taxi between home and place of duty. The employee must be required to work after normal hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use the normal way of getting to and from work;
- (2) where transportation is necessary for reasons such as bulky documents or because of the time factor. The transportation must be the most economical under the circumstances.

B4.18 If a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as in [B4.12](#).

Limitations

B4.19 Except with the prior approval of the Employer, no payment is made for daily transportation expenses within a headquarters area between the employee's home and place of duty.

ARTICLE B5

DENTAL PLAN

B5.01 The Employer will provide a Dental Plan for eligible employees and their eligible dependent(s) that provides 100% reimbursement of all covered basic dental services subject to a yearly maximum; 50% reimbursement of all covered major dental services subject to a yearly maximum; and 50% of all covered orthodontic services for eligible children under the age of 19 subject to a lifetime maximum.

## ARTICLE B6

INDEMNIFICATION

- B6.01 Indemnification means the defence and settlement of actions, proceedings or prosecutions against Employees (including payment of any legal costs, damages or other monies payable by Employees in respect of such actions, proceedings or prosecutions) arising out of acts performed or not performed by them at any time in the course of and within the scope of their employment and duties in the public service.
- (1) Employees who are served with, or receive, notice of any action, proceeding or prosecution shall immediately notify their Superintendent.
  - (2) Upon receipt of notification from an Employee, the Superintendent shall refer the matter to the Deputy Minister of Education, Culture and Employment.
  - (3) The Deputy Minister of Education, Culture and Employment, in consultation with the Deputy Minister of Justice shall examine the matter to decide if the Employee is entitled to Indemnification in accordance with the terms of the Indemnity Agreement contained in the Human Resource Manual.
  - (4) If the Deputy Minister of Justice determines that the Employee is entitled to Indemnification, the Deputy Minister of Justice shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, the Deputy Minister of Justice shall unilaterally appoint counsel to act on behalf of the Employee. In the case of actions, proceedings or prosecutions covered under a policy of insurance maintained by the GNWT, the insurer under such policy retains the exclusive right, without consultation with the Employee, to appoint legal counsel to act on behalf of the Employee.
  - (5) The Employer shall pay all legal fees, damages, or other monies payable in connection with the defence or settlement of any action, proceeding or prosecution in respect of which an Employee is entitled to Indemnification.

## ARTICLE B7

EMPLOYEE TRAVEL ACCIDENT INSURANCE

B7.01 All persons employed in the Public Service of the Northwest Territories are eligible to receive this benefit.

The Government of the Northwest Territories provides as an employee benefit Travel Accident Insurance, which insures employees against accidents, which may occur while the employee, is traveling "on the business of the insured".

The term "on the business of the insured" means any trip on assignment by or with the authorization of the Employer for the purpose of furthering the business of the Employer.

B7.02 At no cost to the employees this policy provides:

- (1) Accidental Death and Dismemberment  
- \$200,000.00 Principal Sum.
- (2) Weekly Indemnity to be paid over a maximum of 52 weeks.  
The lesser of:
  - (a) \$250.00; or
  - (b) 70% of the employee's normal weekly earnings, or
  - (c) 100% of the employee's normal weekly earnings reduced by the amount of any weekly benefit which is payable to the employee by the Workers' Safety and Compensation Commission, or any other government agency in respect of the employee's disability. In no case shall the weekly income benefit be less than \$100.
- (3) Medical Expense
  - (a) \$10,000.00 maximum

B7.03 The following schedule sets out the benefits for loss occurring within 365 days from the date of an accident, and resulting directly and independently of all other causes from accidental bodily injuries sustained by an employee:

Proportion of Principal  
Sum Payable by Insured

For Loss of Life	100 percent
For total and permanent loss of hearing in both ears or speech	66 2/3 percent
Hearing in one ear	16 2/3 percent
For permanent loss or total permanent loss of use of both hands at or above wrists	100 percent
Both feet at or above ankles	100 percent
One hand at or above wrist and one foot at or above ankle	100 percent
Entire sight of both eyes	100 percent
One hand at or above wrist and entire sight of one eye	100 percent
One foot at or above ankle and entire sight of one eye	100 percent
One arm at or above elbow	75 percent
One leg at or above knee	75 percent
Either hand at or above wrist	66 2/3 percent
Either foot at or above ankle	66 2/3 percent
Thumb and index finger of either hand at or above metacarpophalangeal joints	33 1/3 percent

If the employee should sustain more than one of the losses described above as the result of any one accident, the Insurer will pay the amount stated for each such loss up to but not exceeding in aggregate the amount referred to in the Schedule as the Principal Sum Benefit.

B7.04 The benefits set forth in this article are in addition to any other benefits as outlined in this Collective Agreement.

Appendix C  
Salary Schedule

Effective the Beginning of the <b>2023</b> School Year							
Step	Years of Experience	Category					
		1	2	3	4	5	6
1	0	<b>74,041</b>	<b>78,049</b>	<b>82,258</b>	<b>88,902</b>	<b>93,587</b>	<b>97,559</b>
2	1	<b>77,002</b>	<b>81,171</b>	<b>85,547</b>	<b>92,459</b>	<b>97,330</b>	<b>101,461</b>
3	2	<b>79,940</b>	<b>84,266</b>	<b>88,808</b>	<b>95,982</b>	<b>101,040</b>	<b>105,329</b>
4	3	<b>82,901</b>	<b>87,387</b>	<b>92,099</b>	<b>99,538</b>	<b>104,786</b>	<b>109,230</b>
5	4	<b>85,908</b>	<b>90,558</b>	<b>95,439</b>	<b>103,149</b>	<b>108,586</b>	<b>113,193</b>
6	5	<b>88,972</b>	<b>93,788</b>	<b>98,845</b>	<b>106,828</b>	<b>112,459</b>	<b>117,230</b>
7	6	<b>92,103</b>	<b>97,088</b>	<b>102,324</b>	<b>110,587</b>	<b>116,416</b>	<b>121,357</b>
8	7	<b>95,306</b>	<b>100,464</b>	<b>105,880</b>	<b>114,431</b>	<b>120,464</b>	<b>125,574</b>
9	8		<b>103,922</b>	<b>109,523</b>	<b>118,370</b>	<b>124,611</b>	<b>129,896</b>
10	9		<b>107,467</b>	<b>113,260</b>	<b>122,406</b>	<b>128,859</b>	<b>134,325</b>
11	10			<b>117,089</b>	<b>126,547</b>	<b>133,219</b>	<b>138,868</b>
12	11					<b>137,686</b>	<b>143,529</b>

Effective the Beginning of the <b>2024</b> School Year							
Step	Years of Experience	Category					
		1	2	3	4	5	6
1	0	<b>76,262</b>	<b>80,391</b>	<b>84,726</b>	<b>91,570</b>	<b>96,395</b>	<b>100,485</b>
2	1	<b>79,312</b>	<b>83,606</b>	<b>88,113</b>	<b>95,233</b>	<b>100,250</b>	<b>104,505</b>
3	2	<b>82,339</b>	<b>86,794</b>	<b>91,473</b>	<b>98,862</b>	<b>104,071</b>	<b>108,489</b>
4	3	<b>85,388</b>	<b>90,009</b>	<b>94,862</b>	<b>102,524</b>	<b>107,929</b>	<b>112,507</b>
5	4	<b>88,485</b>	<b>93,274</b>	<b>98,303</b>	<b>106,243</b>	<b>111,843</b>	<b>116,589</b>
6	5	<b>91,641</b>	<b>96,601</b>	<b>101,810</b>	<b>110,033</b>	<b>115,833</b>	<b>120,747</b>
7	6	<b>94,866</b>	<b>100,001</b>	<b>105,393</b>	<b>113,905</b>	<b>119,909</b>	<b>124,997</b>
8	7	<b>98,166</b>	<b>103,478</b>	<b>109,057</b>	<b>117,864</b>	<b>124,078</b>	<b>129,342</b>
9	8		<b>107,040</b>	<b>112,808</b>	<b>121,921</b>	<b>128,349</b>	<b>133,793</b>
10	9		<b>110,691</b>	<b>116,658</b>	<b>126,078</b>	<b>132,724</b>	<b>138,354</b>
11	10			<b>120,602</b>	<b>130,343</b>	<b>137,216</b>	<b>143,034</b>
12	11					<b>141,816</b>	<b>147,835</b>

Effective the Beginning of the <b>2025</b> School Year							
Step	Years of Experience	Category					
		1	2	3	4	5	6
1	0	<b>79,312</b>	<b>83,607</b>	<b>88,115</b>	<b>95,232</b>	<b>100,251</b>	<b>104,505</b>
2	1	<b>82,485</b>	<b>86,951</b>	<b>91,638</b>	<b>99,042</b>	<b>104,260</b>	<b>108,686</b>
3	2	<b>85,632</b>	<b>90,266</b>	<b>95,132</b>	<b>102,816</b>	<b>108,234</b>	<b>112,828</b>
4	3	<b>88,804</b>	<b>93,609</b>	<b>98,656</b>	<b>106,625</b>	<b>112,246</b>	<b>117,008</b>
5	4	<b>92,025</b>	<b>97,005</b>	<b>102,235</b>	<b>110,493</b>	<b>116,317</b>	<b>121,252</b>
6	5	<b>95,307</b>	<b>100,465</b>	<b>105,882</b>	<b>114,434</b>	<b>120,467</b>	<b>125,577</b>
7	6	<b>98,661</b>	<b>104,001</b>	<b>109,609</b>	<b>118,461</b>	<b>124,705</b>	<b>129,997</b>
8	7	<b>102,092</b>	<b>107,617</b>	<b>113,419</b>	<b>122,579</b>	<b>129,041</b>	<b>134,515</b>
9	8		<b>111,322</b>	<b>117,321</b>	<b>126,798</b>	<b>133,483</b>	<b>139,145</b>
10	9		<b>115,119</b>	<b>121,324</b>	<b>131,121</b>	<b>138,033</b>	<b>143,889</b>
11	10			<b>125,426</b>	<b>135,557</b>	<b>142,704</b>	<b>148,755</b>
12	11					<b>147,489</b>	<b>153,748</b>

## Appendix D

## Substitute Teacher Salaries

Effective the Beginning of the **2023** School Year

Step	Years of Experience	Level		
		1	2	3
1	0	<b>237.05</b>	<b>284.46</b>	<b>341.35</b>
2	1 to 3	<b>247.91</b>	<b>297.50</b>	<b>357.01</b>
3	3+	<b>258.78</b>	<b>310.52</b>	<b>372.64</b>

Effective the Beginning of the **2024** School Year

Step	Years of Experience	Level		
		1	2	3
1	0	<b>244.16</b>	<b>293.00</b>	<b>351.59</b>
2	1 to 3	<b>255.35</b>	<b>306.42</b>	<b>367.72</b>
3	3+	<b>266.55</b>	<b>319.84</b>	<b>383.82</b>

Effective the Beginning of the **2025** School Year

Step	Years of Experience	LEVEL		
		1	2	3
1	0	<b>253.93</b>	<b>304.72</b>	<b>365.66</b>
2	1 to 3	<b>265.56</b>	<b>318.68</b>	<b>382.42</b>
3	3+	<b>277.21</b>	<b>332.63</b>	<b>399.17</b>



MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
 AND THE  
 NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

TEACHERS ON STRENGTH

The parties agree as follows:

- Teachers on strength September 1, 1994 who subsequently terminate their employment with 20 years or more service will be entitled to 100% of approved removal costs to any destination in Canada.
- No teacher on strength September 1, 1994 will lose any accumulated continuous service as a result of negotiated changes to Article [2.01\(8\)\(b\)](#).
- Teachers on strength September 1, 1994 are entitled to the following:
  - On termination of employment, an employee who is entitled to an immediate annuity under the [Public Service Superannuation Act](#) will be paid the following severance pay: five times the employee's daily rate of pay on termination of employment times the number of completed years of continuous employment to a maximum of 30, less any period in respect of which the employee was granted severance pay.
  - This also applies to an employee who, having completed the academic year will have an entitlement at some point during the academic year immediately following the termination, to an immediate annuity under the [Public Service Superannuation Act](#).
- For teachers on strength September 1, 1994, there will be paid to the employee's estate a severance pay of:
  - a) Annual Salary plus A4.04 (if applicable) and plus one of A4.01, A4.02, A4.03 OR A4.05 (if applicable);
  - b) Divided by the number of prescribed school days in the school calendar;
  - c) Multiplied by five (5); and
  - d) Multiplied by the number of completed years of their continuous employment to a maximum of thirty (30) years less any period in respect of which the employee was granted severance pay.

$$(a \div b) \times c \times d$$

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND THE  
NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

JOINT CONSULTATION COMMITTEE

1. The parties acknowledge the mutual benefits to be derived from joint consultation on a variety of issues of interest and/or concern to both parties.
2. The Parties agree to establish a Joint Consultation (JC) Committee to provide joint consultation on terms and conditions of employment, and other matters of mutual concern.
3. The JC Committee shall consist of senior officials of the Association, the Department Responsible for the [Public Service Act](#) and the Department of Education, Culture and Employment.
4. The JC Committee shall discuss and attempt to arrive at mutually agreeable solutions to problems or issues identified by either party.
5. Topics for the JC Committee to discuss shall include issues surrounding:
  - Employee pay;
  - Employee benefits;
  - Employee allowances;
  - Maternity and parental leave for employees;
  - Employee removal;
  - Access to human resources client services for employees;
  - Communications;
  - Recent concerns from either party.
6. JC Committee meetings shall be held when required, with no fewer than once per quarter, by agreement of the Executive Director of the Association, the Deputy Minister Responsible for the [Public Service Act](#) and Deputy Minister of Education, Culture and Employment, or their designated representatives. Additional meetings may be convened as required at the request of either party.

7. Nothing in this Memorandum shall in any way preclude the Association from continuing the current practice of holding less formal meetings with the Department Responsible for the direction of the [Public Service Act](#) and/or the Department of Education, Culture and Employment.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND THE  
NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

MENTAL HEALTH IN THE WORKPLACE

1. The Government of the Northwest Territories and the Northwest Territories Teachers' Association recognize that the Northwest Territories with its many and diverse cultures creates a distinct environment which brings with it unique challenges related to teacher mental health in the schools and other workplaces. The multi-generational trauma arising out of the Residential School experience has had a lasting impact on the mental health and well-being of many of our communities.
2. The Association and the GNWT recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all teachers in the workplace. The Association and GNWT have the common interest of promoting and enhancing a working relationship consistent with the principles of mutual respect, confidentiality and cooperation.
3. The GNWT and the Association shall:
  - a) Continue with Starling Minds Health and Wellness online toolkit developed specifically for educators;
  - b) Reinforce the development and sustainability of psychologically healthy and safe workplace environments;
  - c) Jointly establish key objectives toward continual improvement of psychological health and safety in the workplace over the term of this agreement.
  - d) Lead and influence workplace culture in a positive way;
  - e) Engage teachers to:
    - (i) Be aware of the importance of psychological health and safety; and
    - (ii) Be aware of implications of psychological health and safety hazards in schools and other workplaces.

4. The Joint Consultation Committee and its representatives shall make psychological health and safety a standing item on their agenda and are encouraged to develop a work plan to promote psychologically healthy and safe workplaces.

## LETTER OF UNDERSTANDING

CHANGES TO ARTICLE 2.01(9) "DAILY RATE OF PAY"

This Letter of Understanding will remain in effect to July 31, 2023.

The parties have agreed to the following changes with respect to Article 2.01(3) and 2.01(9):

~~2.01(3) "Allowance" means compensation payable for~~

~~(a) the performance of special or additional duties; and~~

~~(b) the possession of special qualifications as specified in [A4.04](#) and [A4.05](#).~~

2.01(9) "Daily Rate of Pay" means an employee's annual rate of pay, ~~plus allowances as provided for in 2.01(3)(a) and (b)~~ divided by the number of prescribed school days in the school calendar.

The parties understand that these amendments are not intended to increase or decrease the compensation for any teacher. As such, after ratification of this collective agreement, should a teacher be identified as losing out on a benefit provided prior to this amendment, that teacher will have the prior benefit maintained for the term of this Agreement.

LETTER OF UNDERSTANDING

'COVID' SICK AND SPECIAL LEAVE BANKS

In recognition of the unprecedented impact of the COVID-19 pandemic and subsequent public health orders issued by the Chief Public Health Officer of the Northwest Territories, the parties agree that COVID-19 related sick leave and special leave will no longer draw from employees' existing sick leave and special leave banks.

The Employer has introduced new COVID-19 paid sick leave and COVID-19 special isolation leave codes.

Time previously entered as sick leave or special isolation leave due to COVID-19 will be reinstated in employees' respective leave banks.

**Expires Effective August 01, 2024**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND THE  
NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

EVALUATION OF TEACHER PRACTICE

The parties agree on the need to assess practices and procedures with respect to the distribution of duties for all teachers to ensure that the professional expectations for them are fair, reasonable and encourage consistent growth while supporting the needs of students in the Northwest Territories.

The Department of Education, Culture and Employment and the NWTTA commit to work together during the term of the collective agreement, with representatives appointed by the NWTTA, ECE and Superintendent with the District Education Councils, to collect empirical data in order to gauge teachers' systemic workload.



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND THE  
NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

CHIEF JIMMY BRUNEAU SCHOOL

Notwithstanding Article [11.05](#) of the Collective Agreement, the parties agree that the following terms and conditions will apply to Teachers at Chief Jimmy Bruneau School:

1. Each Teacher is entitled to a duty-free lunch period of no less than one hour each day;
2. Where possible the one-hour, duty-free lunch would be scheduled between 11 am and 2 pm;
3. If it is not reasonable for a teacher to have a continuous, one-hour, duty-free lunch, the duty-free lunch may be split into two 30-minute blocks;
4. If a duty-free lunch period is split into two blocks, one 30-minute duty-free period must be between 11 am and 2 pm and the other 30-minute duty-free period will be scheduled at another time during the instructional day;

Dated at Yellowknife, Northwest Territories, this 9 day of July, 2021

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GOVERNMENT OF THE NORTHWEST TERRITORIES**  
**AND THE**  
**NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

**Article [B2.02](#) - Committee for Ultimate Removal Assistance**

The Parties agree to form a joint Committee no later than May 2024 or within such further time as the parties may agree. The purpose of that Committee will be to review, discuss, understand and, if applicable, make non-binding recommendations for future alterations to the Community Rates at Article B2.02(2) Ultimate Removal Assistance of the NWTTA Collective Agreement 2023-2026.

Either party may elect to raise the non-binding recommendations of this Committee during the next round of collective bargaining.

For clarity: during the entire applicability of the NWTTA 2023-2026 Collective Agreement, those employees who are eligible for Ultimate Removal Assistance will receive such Ultimate Removal Assistance in accordance with the rates in the 2023-2026 Collective Agreement as they appeared at the time that that Collective Agreement came into effect.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GOVERNMENT OF THE NORTHWEST TERRITORIES**  
**AND THE**  
**NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

**Circumstances Where Support Assistants Can Replace Substitute Teachers**

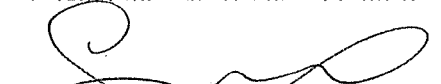
The parties agree on the need to review data on the frequency and duration that support assistants are used to cover NWTTA positions. The data will be collected twice a year in December and June and provided to the Association.

Assigning coverage for an absent teacher involves balancing factors unique to the region and incident of absenteeism, with the priorities being the education and safe supervision of students. The Employer will make reasonable efforts to exhaust the pool of Substitute Teachers in the community to cover planned absences before utilizing support assistants.


Expires at the end of this agreement.

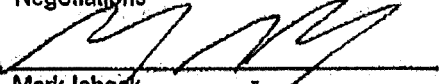
Signed this 18th day of April, 2024

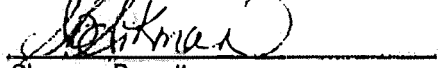
Signed for and on behalf of the  
Government of the Northwest Territories

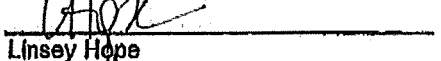
  
Caroline Wawzonek  
Minister, Department of Finance

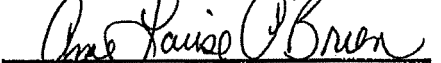
  
Pam Reid  
Director, Labour Relations

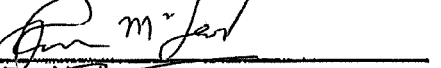
  
Roshan Begg  
Manager, Compensation and  
Negotiations

  
Mark Ishack  
Committee Member


  
Shannon Barnett-  
Alkman  
Committee Member


  
Linsey Hope  
Committee Member

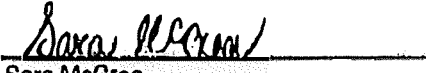
  
Anne Louise O'Brien  
Committee Member

  
Ron MacLeod  
Negotiator


Signed on behalf of the Northwest  
Territories Teachers' Association


  
Matthew Miller  
President, NWTTA


  
David Murphy  
Executive Director, NWTTA


  
Sara McCrea  
Assistant Executive Director, NWTTA

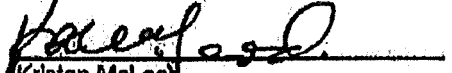
  
Trent Waterhouse  
Professional Development  
Coordinator/Member Services, NWTTA

  
Arthur Elms  
Committee Member

  
Pat Morris  
Committee Member

  
Collin Pybus  
Committee Member

  
Tyson Ruston  
Committee Member

  
Kristan McLeod  
Negotiator