

**COLLECTIVE  
AGREEMENT  
2016-2020**

- between –

**Yellowknife Education District No. 1**  
legally knows as  
**Board of Education for Yellowknife Education  
District No. 1**



- and -

**The Northwest Territories Teachers' Association**  
on behalf of the Yellowknife Education District No. 1 Region



**Effective September 1, 2016 to August 31, 2020**

## TABLE OF CONTENTS

<u>Article &amp; Description</u>	<u>Page</u>
<b>PREAMBLE</b>	- 2 -
<b>ARTICLE 1 - DEFINITIONS</b>	- 3 -
<b>ARTICLE 2 - BARGAINING UNIT</b>	- 5 -
<b>ARTICLE 3 - RELATIONSHIP</b>	- 5 -
<i>TEACHER-BOARD ADVISORY COMMITTEE</i>	- 5 -
<b>ARTICLE 4 - TERM</b>	- 6 -
<b>ARTICLE 5 - INFORMATION FOR EMPLOYEES</b>	- 7 -
<b>ARTICLE 6 - TEACHER EDUCATION</b>	- 7 -
<i>VOCATIONAL TEACHERS</i>	- 9 -
<i>EDUCATION ASSISTANTS</i>	- 9 -
<b>ARTICLE 7 - TEACHING EXPERIENCE</b>	- 9 -
<b>ARTICLE 8 - PART-TIME, SUBSTITUTE AND TEMPORARY EMPLOYEES</b>	- 11 -
<b>ARTICLE 9 - HIRING AND ASSIGNMENT</b>	- 12 -
<b>ARTICLE 10 - RESIGNATION</b>	- 13 -
<b>ARTICLE 11 - PROBATIONARY PERIOD - SUSPENSION - DISMISSAL</b>	- 13 -
<b>ARTICLE 12 - GRIEVANCE/ARBITRATION PROCEDURE</b>	- 14 -
<b>ARTICLE 13 - DEFERRED SALARY LEAVE PLAN AGREEMENT</b>	- 17 -
<i>APPLICATION AND NOTIFICATION</i>	- 17 -
<i>DEFERRED SALARY FORMULA</i>	- 18 -
<i>INCOME TAX</i>	- 19 -
<i>ADMINISTERING THE DEFERRED SALARY</i>	- 19 -
<i>PAYMENT OF DEFERRED SALARY DURING YEAR OF LEAVE</i>	- 19 -
<i>BENEFITS</i>	- 19 -
<i>WITHDRAWAL</i>	- 20 -
<i>TERMS OF REFERENCE</i>	- 20 -
<b>ARTICLE 14 - LEAVE OF ABSENCE (WITHOUT PAY)</b>	- 21 -
<i>BENEFITS DURING EXTENDED LEAVE</i>	- 21 -
<i>REASSIGNMENT ON RETURN</i>	- 21 -
<b>ARTICLE 15 - MATERNITY LEAVE</b>	- 22 -
<b>ARTICLE 16 - PATERNITY LEAVE, ADOPTION LEAVE &amp; PARENTAL LEAVE</b>	- 23 -
<b>ARTICLE 17 - COMPASSIONATE LEAVE</b>	- 24 -
<i>EMERGENCY CARE LEAVE</i>	- 25 -
<b>ARTICLE 18 - SICK LEAVE</b>	- 25 -

<b>ARTICLE 19 - LEAVE FOR NWTTA OR OTHER EDUCATION ORGANIZATION BUSINESS-</b>	<b>26 -</b>
<b>ARTICLE 20 - OTHER LEAVES</b>	<b>- 27 -</b>
<i>JURY DUTY</i>	<i>-27-</i>
<i>DISCRETIONARY LEAVE</i>	<i>-27-</i>
<i>PUBLIC OFFICE, ATHLETIC, AND CULTURAL LEAVE</i>	<i>-27-</i>
<i>GRADUATION LEAVE</i>	<i>-28-</i>
<i>WEDDING LEAVE</i>	<i>-28-</i>
<b>ARTICLE 21 - PROFESSIONAL DEVELOPMENT</b>	<b>- 28 -</b>
<b>ARTICLE 22 - GROUP INSURANCE</b>	<b>- 29 -</b>
<b>ARTICLE 23 - TRANSPORTATION ALLOWANCES</b>	<b>- 30 -</b>
<i>RELOCATION TRANSPORTATION AND MOVING ALLOWANCES</i>	<i>- 30 -</i>
<i>MEDICAL TRANSPORTATION AND EXPENSES</i>	<i>- 31 -</i>
<i>VACATION TRAVEL ALLOWANCE</i>	<i>- 32 -</i>
<b>ARTICLE 24 - SALARY</b>	<b>- 32 -</b>
<b>ARTICLE 25 - ALLOWANCES</b>	<b>- 33 -</b>
<b>ARTICLE 26 - TRAVEL ASSISTANCE SUPPLEMENT</b>	<b>- 35 -</b>
<b>ARTICLE 27 - HOUSING ALLOWANCE</b>	<b>- 35 -</b>
<b>ARTICLE 28 - VEHICLE ALLOWANCE</b>	<b>- 35 -</b>
<b>ARTICLE 29 - MULTIPLE ASSIGNMENTS</b>	<b>- 35 -</b>
<b>ARTICLE 30 - SALARY SCHEDULES AND GRIDS</b>	<b>- 37 -</b>
<b>DATE OF AGREEMENT</b>	<b>38</b>
<b>LETTER OF UNDERSTANDING (VOLUNTARY PENSION PLAN)</b>	<b>40</b>
<b>LETTER OF INTENT (GROUP BENEFITS PLAN)</b>	<b>41</b>
<b>SUBJECT INDEX</b>	<b>42</b>

**PREAMBLE**

**YELLOWKNIFE EDUCATION DISTRICT NO. 1**

THIS AGREEMENT is made in quadruplicate this 24<sup>th</sup> day of November, 2016.

Between:

YELLOWKNIFE EDUCATION DISTRICT NO. 1  
(hereinafter the "Board")

AND

YELLOWKNIFE EDUCATION DISTRICT #1 LOCAL OF THE  
NORTHWEST TERRITORIES TEACHERS' ASSOCIATION  
(hereinafter the "Association")

1. The Association is the collective bargaining agent for and on behalf of all employees falling within the scope of this Agreement.
2. The parties have entered into this Collective Agreement for the purpose of establishing rates of pay and other terms and conditions of employment of employees falling within the scope of this Agreement.
3. The purpose of this Agreement is:
  - (a) to maintain harmonious and mutually beneficial relationships between the Board, the Association and the employees in the bargaining unit consistent with the framework provided by law;
  - (b) to set out terms and conditions of employment;
  - (c) to provide appropriate procedures for the resolution of grievances which arise during the term of this Agreement;
  - (d) to recognize the value of and mutual benefits to be derived from effective communications between trustees, teachers and administrators.
4. The Board and the Association share a desire:
  - (a) to improve the quality of education in Yellowknife;
  - (b) to maintain and improve professional standards;
  - (c) to promote an effective working relationship at all levels of the Board;
  - (d) to promote the delivery of high quality educational instruction; and
  - (e) to promote the well-being of employees employed by the Board

to the end that the people of Yellowknife will be well and effectively served.

## ARTICLE 1 - DEFINITIONS

- 1.01 The term “dependent” as used herein shall include:
- (a) Spouse
  - (b) Unmarried dependent children under age 21.
  - (c) Unmarried children over age 21, but not yet attained age 25, and in full-time attendance at a University or similar institution of learning.
  - (d) Unmarried dependent children over age 21 who are mentally or physically incapacitated.

In order to qualify as dependents, children must be considered dependents for income tax (whether or not the employee claims for them) and a resident of Canada.

For the purpose of Article 23, the definition of dependent shall be limited to the definitions set forth by the insurance carriers in the policies subscribed to by the district.

- 1.02 “Child” means any child of the employee or his/her spouse, including any step child, adopted child or foster child.
- 1.03 “Spouse” includes common-law spouse. A common-law spouse is a person who has resided in the employee’s household for one consecutive year and who throughout that time was publicly represented by the employee as the employee’s spouse.
- 1.04 The term “school year” as used herein shall mean the successive twelve (12) month period commencing with the first day of school as set by the Board.
- 1.05 The term “calendar year” as used herein shall mean the successive twelve (12) month period commencing January 1<sup>st</sup> and ending the following December 31<sup>st</sup>.
- 1.06 The term “deferred annual salary amount” as used herein shall mean the accumulated percentage amount of gross annual salary deferred by a participating employee during each non-leave year of enrolment in the Plan, plus any interest earned but less those deductions as specified in this Plan.
- 1.07 The term active service refers to paid employment with the board and is limited to teacher/education assistant duties, leave for injury on duty (WSCC until employee is put on WSCC pension on permanent basis if applicable), and paid sick leave. All other leaves shall not be included in the calculation of active service.
- 1.08 The term “T.Q.S.” refers to the Teacher Qualification Service of the Northwest Territories.
- 1.09 The term “employee” as used herein shall mean teachers, specialists and

education assistants, employed by the Board.

- 1.10 The term “continuous service” refers to uninterrupted service with the Board and shall be included in the calculation of seniority.
- 1.11 The term “seniority” refers to the total years of service with the Board and is the accumulation of all continuous service. Seniority shall be calculated on a full-time equivalency basis.
- 1.12 The term “current employee” refers to an employee who is an employee of the Board as of June 30 of each year.
- 1.13 The term “salary” refers to employee remuneration exclusive of allowances and benefits.
- 1.14 The term “reassignment” refers to the process of assigning a teacher to a new subject, grade level or school within the school district.
- 1.15 The term “grievance” refers to a difference between any employee covered by this Agreement and the Board, or in a proper case, between the Association and the Board, concerning the interpretation, application, administration or alleged violation of this Agreement, including any dispute as to whether the difference is arbitrable, and shall be dealt with without stoppage of work or refusal to perform work.
- 1.16 The term “leave of absence” refers to a written authorization for an employee to be absent from work without salary and benefits or without salary for a definite period of time which has been approved in advance by a designated officer of the Board.
- 1.17 Benefits are deemed to be the following:
- Group insurance premiums (as per Article 23)
  - Pension premiums
  - Sick Leave credits/leave
  - Paternity leave and adoption leave
  - Maternity leave
  - Parental leave
  - Compassionate leave
- 1.18 Allowances are deemed to be the following:
- Assistant Principals’ allowance
  - Principals’ allowance
  - Relocation transportation
  - Moving allowance
  - Medical transportation
  - Travel allowance
  - Travel assistance supplement
  - Housing allowance

Department Head Allowance  
Acting Principal Allowance  
Mentoring Allowance  
Supervision Allowance

## **ARTICLE 2 - BARGAINING UNIT**

- 2.01 The Board recognizes the Association as the sole bargaining agent for all those employees classified as teachers, specialists and education assistants specifically excluding throughout:
- (a) Superintendent of Education
  - (b) Assistant Superintendent of Education
- 2.02 Employees who are teachers must, as a condition of employment, possess a valid Northwest Territories Teaching Certificate or letter of authority recognized by the Board, and be a member of the Association.
- 2.03 Employees who are specialists or who are education assistants do not require a teaching certificate or letter of authority.
- 2.04 The Board will deduct the NWTTA Membership Fee from the teacher's/Education Assistants' annual salary and transmit such deduction by the last business day of each month through Electronic Funds Transfer (EFT) to the bank account provided by NWTTA Central Office. The transfer of Membership Fee will be accompanied by an email report listing each teacher/education assistant and will include the following (name, address, phone number, employment location, full-time equivalency, gross pay and Membership Fee deducted) to [finance@nwttta.nt.ca](mailto:finance@nwttta.nt.ca).

## **ARTICLE 3 - RELATIONSHIP**

- 3.01 The salaries and terms and conditions of the employees' employment with the Board are governed by the provisions of this Agreement and any statutory provisions relating thereto.
- 3.02 The Board retains all those rights of management not specifically limited by the expressed terms of this Agreement. The Board shall exercise its management rights in a fair and reasonable manner.

### **TEACHER-BOARD ADVISORY COMMITTEE**

- 3.03 The teachers recognize the right and responsibility of the Board to formulate policy. The Board and the N.W.T.T.A. further recognize the advantages and acknowledge the mutual benefits to be derived from effective communications between trustees, teachers and administrators.

- 3.04 The parties hereby agree that there shall be constituted a teacher-board advisory committee for the purpose of considering matters of concern relating to school affairs, including proposed educational policy changes and changes in conditions of professional service, and communicating thereon the views of the respective parties. The committee shall also consider matters designed to improve the teaching and learning situation, or other matters of interest or concern.
- 3.05 The Committee shall not deal with interpretation/grievance matters, nor discuss modification of the collective agreement or any other matter properly left to the normal collective bargaining process. No agreement, decision, or action of the committee shall be construed as an interpretation or modification of this agreement.
- 3.06 The membership of this committee shall be made up of three members named by the Board, two of whom shall be elected Trustees and three members named by the N.W.T.T.A. local, two of whom shall be employees of the Board.
- 3.07 This committee shall meet initially within the first two months of the school year. Further meetings will be held within two weeks of either party giving notice of a need for such a meeting, or on a regular basis as mutually agreed by the committee at its first meeting. The committee will meet a minimum of three (3) times per year, meeting initially within the first two (2) months of the school year.

#### **ARTICLE 4 - TERM**

- 4.01 The term of this Agreement shall be from September 1, 2016 until August 31, 2020 or until a new agreement comes into effect. All provisions of this Agreement shall come into effect September 1, 2016 or the date of signing of this Agreement, whichever is later.
- 4.02 Notwithstanding Article 4.01, if the Board adopts a school year which commences prior to September 1<sup>st</sup> this Agreement shall take effect at the commencement of said school year.
- 4.03 Prior to March 1<sup>st</sup> of the year in which the agreement terminates, either party may serve the other with notice in writing of its desire to amend the Collective Agreement. Such notice shall contain particulars of all amendments sought.
- 4.04 The first meeting between the parties will be held within one month of the serving of notice. During the first meeting the party receiving notice shall provide particulars of any amendments that it seeks.
- 4.05 This Agreement may at any time be amended by mutual consent. Upon receipt of a request from either party, a meeting of both parties, for this purpose, shall be convened within one (1) month.



- 4.06 Nothing in this Collective Agreement shall be retroactive unless specifically referred to as being retroactive.
- 4.07 Where any provisions of this Agreement have been declared legally invalid or inoperable, unless prohibited from doing so by law or court order, within thirty (30) days' notice of either party to this Agreement upon the other, the parties shall commence negotiations, the purpose of which shall be to provide compensation of equivalent value by legally replacing such provision. In the event that such provision is not resolved within fifteen (15) days of commencement of negotiations, or such longer period as may be mutually agreed upon between the parties, the matter shall be resolved in accordance with the Arbitration Ordinance.

#### **ARTICLE 5 - INFORMATION FOR EMPLOYEES**

- 5.01 The Board shall provide an emailed electronic copy of this agreement to each YK1 bargaining unit employee within ten (10) days of a written request from the Executive Director of the Association.
- 5.02 The Board shall make available a copy of this Agreement to all prospective employees prior to hiring.
- 5.03 At the start of each School Year the Board shall make available to new employees and post electronically on the board website:
- (a) Group Benefits Program (Dental, AD & D, Extended Health, Long Term Disability)
  - (b) Defined Benefit Pension Plan
- Where there is a change in insurance carrier the employees will be notified within 30 days of the change.
- 5.04 An employee may have access to his/her personnel files at times convenient to the Board and in the presence of an authorized representative of the Board.

#### **ARTICLE 6 - TEACHER EDUCATION**

- 6.01 The Superintendent of the Board shall place each teacher on the salary schedule according to the teacher's statement of qualifications.
- 6.02 Each teacher is responsible for obtaining and supplying the Superintendent or designate with satisfactory evaluation of qualifications from the Teacher Qualification Service of the Northwest Territories. Teachers employed by the District prior to September 1, 1990 will not be required to obtain further evaluation of qualifications nor will their classification status be lowered by implementation of this clause.

- 6.03 Each teacher commencing employment with the Board shall supply a Statement of Qualifications to the Board prior to commencement of employment, except that when a statement is late due to no fault of the teacher, the Board shall extend the date until 60 days after commencement of employment.
- 6.04 Placement on the salary schedule, if documentation is provided as prescribed in Article 6.03, will be effective the first day of the school year or the date of commencement of employment, whichever is applicable.
- 6.05 Until the teacher submits a Statement of Qualification, the teacher shall be placed on the salary schedule according to the most recent acceptable Statement of Qualification or according to the minimum of educational requirements for his/her teaching certificate.
- 6.06 Each teacher claiming additional teacher education shall supply a Statement of Qualification to the Board on or before the 1<sup>st</sup> day of April of the teaching year and, if the reclassification results in an increase in salary, it shall be retroactive to the beginning of the teaching year.
- 6.07 For the purposes of this Agreement re-evaluation shall be defined as an evaluation requested as a result of the T.Q.S. not having considered all the relevant information in existence at the time of the initial application.
- (a) In the event of an appeal or re-evaluation, salary will be adjusted retroactively to the applicable date of the evaluation being appealed or re-evaluated providing such action is initiated by the teacher within fifteen (15) calendar days of the date of the said T.Q.S. evaluation. Written proof of such an action by the teacher is required by the Board to substantiate a claim under these provisions.
- (b) If an appeal or re-evaluation is not launched by a teacher within the said fifteen (15) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher.
- 6.08 The following shall determine the placement of specialists on the salary schedule:
- (a) the amount of education based on the number of years of university training beyond senior matriculation, and;
- (b) the number of years' experience with a school board, or such other experience as deemed appropriate by the Board.
- 6.09 The Board shall place the specialists on the salary schedule according to the specialists' statement of teacher's qualifications.
- 6.10 If the specialist does not possess a statement of teacher qualifications, the Board will evaluate the employee's qualifications as shown on University Transcripts or equivalent documents.

- 6.11 The specialist is responsible for supplying the Board with satisfactory documentation of education, and satisfactory confirmation of experience from previous employers.
- 6.12 Time limits for supplying such documentation will be the same as the time limits for teachers as outlined in Article 6.03 above.

### **VOCATIONAL TEACHERS**

- 6.13 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 Journeyman in a trade directly related to the teaching assignment;
  - (b) Home Economics - experience gained as a working home economist specializing in home management, food and nutrition, fashions or beauty culture.

For every two years of experience as a journeyman in a trade, one years teaching experience will be granted. This provision will not allow a teacher to exceed the maximum on the grid for his/her teacher education. The teacher is responsible to provide proof of qualifications/experience.

### **EDUCATION ASSISTANTS**

- 6.14 Education Assistants shall be placed in the Education Assistant salary schedule according to years of post-secondary and teaching/assistant experience that is deemed to be relevant by the employer.

An Education Assistant is responsible for supplying the Board with satisfactory confirmation of post-secondary education. This will decide placement on grid EA1 or EA2.

## **ARTICLE 7 - TEACHING EXPERIENCE**

- 7.01 A teacher who provides active teacher service with a Board for a minimum equivalent of 150 teaching days shall be eligible for one (1) teaching experience increment. Such teaching experience must be earned within five (5) consecutive years
- 7.02 When the 150-day requirement has been met, the teacher shall not begin to accumulate credit towards another year of teaching experience until the commencement of another school year. Substitute teaching for the Board shall be counted as teaching experience. By August 1<sup>st</sup> of each year substitutes will be provided a statement of days worked in the previous school year.
- 7.03 The number of days of teaching experience with a school board earned by

a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction. The calculation of teaching experience shall be as follows: The first 150 days of accumulated experience is equivalent to one (1) year of full time employment. The remaining accumulated days will be divided by 190 to determine the number of equivalent years of full time employment.

- 7.04 The adjustment date for changes in the number of years allowed for teaching experience shall be on the anniversary date of commencement of employment.
- 7.05 No teacher shall receive increments for experience gained while that teacher was not holding a valid teaching certificate or letter of authority, except that the experience entitlement of any teacher presently on staff or on leave shall not be reduced.
- 7.06 The onus of substantiating previous teaching experience rests with the teacher, and until the teacher submits the satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable experience.
- 7.07 Proof of prior experience must be submitted to the Board prior to commencement of employment. The Board may extend the date until 30 days after the commencement of employment.
- (a) If such evidence is submitted within the 30 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment, whichever is applicable.
  - (b) If such evidence is not submitted within the 30 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience, or at the minimum of this category according to years of university education and salary shall be adjusted effective the beginning of the month following submission of such evidence.
- 7.08 An education assistant shall receive salary increments in keeping with the provisions set out above with the following exceptions.
- (a) An education assistant shall receive recognition for service as a teacher, teacher aide, or other comparable experience.
  - (b) Article 7.05 shall not apply.
- 7.09 An Education Assistant is responsible for supplying the Board with satisfactory confirmation of teaching, education assisting or comparable experience from previous employer(s).
- 7.10 Teachers are granted experience increments for previous experience as an Education Assistant. The experience increment is one year of teaching experience for every two years of Education Assistant experience performed while in possession of a valid teacher certificate, to

a maximum of two increments.

## ARTICLE 8 - PART-TIME, SUBSTITUTE AND TERM EMPLOYEES

8.01 The Board shall pay each employee according to the following formula:

$$\frac{\text{Number of days worked in the school year}}{\text{Number of days in the school year}} \times \text{appropriate salary on grid}$$

8.02 A part-time employee shall mean an employee regularly employed by the Board who provides service for less than the regular hours of instruction/work per week as established by the Board's policy. Part-time employees shall receive salary as stipulated in this Agreement on a prorated basis, according to the percentage of time worked. Part-time employees shall receive full benefits subject to Article 23.02.

8.03 A substitute employee shall mean an employee who is not regularly employed by the Board, but who provides service as required on a per-diem basis. Substitute employees shall be paid 1/number of days in the school year of the minimum employee salary stipulated in this Agreement according to the school year calendar for fewer than five (5) consecutive days for one (1) employee. Substitute employees working five (5) or more consecutive days for one (1) employee shall be paid 1/number of days in the school year times the substitute employee's appropriate salary on the grid per day, retroactive to day one. The rates above are inclusive of vacation pay. Substitute teachers are not eligible for any leaves, allowances or benefits.

8.04 An employee hired on a term contract of less than one (1) year shall be eligible for the following provision on a pro rata basis:

- (a) Article 19 - (Sick Leave)
- (b) Article 29 - (Housing Allowance)

An employee hired on a term contract of less than 150 school days shall not be eligible for the following provisions:

- (c) Article 23.01 – (Group Insurance)
- (d) Article 24.08 – (Vacation Travel Allowance)
- (e) Pension Plan

8.05 An employee hired on a term contract of less than one (1) school year, but more than one hundred and fifty (150) school days shall be eligible for payment of the group insurance premiums by the employer as outlined in Article 23.01 on a pro rata basis.

8.06 Where the District has made an underpayment or overpayment of salary under a bonafide mistake of fact:

- (a) In the case of underpayment the employee shall be paid in full

within thirty (30) days of written notification of the mistake to the District;

- (b) In the case of overpayment the District may recover the full amount of overpayment of salary to an employee following written notification, however, deductions shall not exceed ten percent (10%) of his/her gross earnings per pay period.

8.07 The parties recognize that as part of their professional responsibilities part-time employees are expected to attend regular staff meetings, and in-service activities on a pro-rata basis without additional remuneration beyond their regular pro-rated salary. When an employee is required to participate in in-service activities beyond the pro-rata basis, the employee shall be appropriately compensated.

8.08 A part-time employee shall be entitled to all leave provisions of this agreement on a day-for-a-day basis. That is, leave entitlement shall not result in a part-time employee having access to a greater number of calendar days of leave than a full-time employee.

## **ARTICLE 9 – HIRING AND ASSIGNMENT**

9.01 All vacant positions shall be posted and open to all applicants.

9.02 Posting shall include the YK1 website and electronic notice to all staff.

9.03 Postings shall be for seven (7) days.

9.04 Candidates shall be considered in the following priority:

1. Indeterminate Employees
2. Term Employees
3. Northern Graduates

9.05 All positions shall be indeterminate or term.

9.06 A term employee shall receive indeterminate status after two years of satisfactory performance as long as that position still exists. Term status may continue beyond two years in replacement assignments (eg. A series of Maternity Leave assignments).

9.07 An employee who receives written notice of transfer initiated by the Employer shall be given seven (7) days to consider the transfer. Should an employee choose not to accept the transfer, the employee's resignation date shall be extended or amended to accommodate the seven (7) day period.

## **ARTICLE 10 - RESIGNATION**

- 10.01 The parties mutually consent that, due to exceptional circumstances, an employee may resign during the school year provided:
- (a) the employee gives the Board advance notice of such intent to resign; and
  - (b) the resignation shall not become effective until the Board has recruited a suitable replacement and the replacement has reported for work.

In consideration of the above, the Board shall make every reasonable attempt to recruit a replacement for an employee who has given the Board written notice of intent to resign.

Employees who do not comply with Article 10.02 are not eligible for removal benefits.

- 10.02 The parties mutually consent that an employee wishing to resign at the end of the school year shall give written notice to the Board at least sixty (60) days before the day set as the closing date of the school.
- 10.03 Failure to notify the Board of intention to resign will constitute acceptance of employment by the employee during the school year immediately following.
- 10.04 An employee on a continuing contract who provides notice of resignation earlier than required in Article 10.02 will be entitled to be paid a bonus as follows:
- (a) an employee 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 February 15<sup>th</sup> of the academic year shall be paid an early notice bonus of \$500.00
  - (b) an employee 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 January 15<sup>th</sup> of the academic year shall be paid an early notice bonus of \$1,000.00.

The early notice bonus is payable on the last paycheque of the academic year and not before.

## **ARTICLE 11 - PROBATIONARY PERIOD - SUSPENSION - DISMISSAL**

- 11.01 The first two (2) years of active service of every teacher shall be on a probationary basis.

- 11.02 A probationary teacher may be dismissed only after the following procedures have been carried out:
- (a) The teacher has received an unsatisfactory teaching report from the Superintendent prior to December 1, clearly stating why the unsatisfactory report was issued;
  - (b) time and assistance have been given to the teacher to rectify the problem;
  - (c) should the teacher fail to rectify the problem, as indicated by a further unsatisfactory evaluation by the Superintendent, and should a decision be made to terminate employment, notice of such termination must be given prior to March 31.
- 11.03 The Board may suspend a teacher for cause, or incompetence, as provided for in Section 55 of the N.W.T. Education Act. Such suspension shall be with Salary.
- 11.04 Notice of suspension shall be in writing and shall state the cause.
- 11.05 If a teacher receives notice of suspension and is subsequently reinstated, the records of that teacher shall be restored to the condition in which they were prior to the notice of suspension.
- 11.06 The Board may dismiss a teacher for cause, or incompetence, as provided for in Section 54 of the N.W.T. Education Act.
- 11.07 Notice of dismissal shall be in writing, and shall state the cause and the effective date of dismissal.
- 11.08 The effective date of dismissal shall be immediate on delivery of written notice.

## **ARTICLE 12 - GRIEVANCE/ARBITRATION PROCEDURE**

- 12.01 The time limits specified in the Grievance/Arbitration Procedure shall not include Saturdays, Sundays and School Holidays. Time is of the essence although the time limits may be extended by the consent of both parties in writing.
- 12.02 The purpose of the grievance/arbitration provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance with the provisions is mandatory.
- 12.03 The griever(s) shall have the opportunity to be present at each step of the grievance procedure, and may be assisted by a representative of the Association.
- 12.04 Any aggrieved employee shall submit a copy of the grievance to the Association.



12.05 A grievance shall be filed within twenty (20) 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.

The 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 Board is requested to make; and
- (d) the section(s) where the Agreement is claimed to be violated.

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

### **STEP ONE**

The grievor will first seek to settle the dispute with his/her Principal or Supervisor. If the differences are not resolved, the grievor shall state the grievance in writing to the Principal or Supervisor with copies to the Association and Superintendent. Should the issue not be resolved satisfactorily within ten (10) days of the Principal, or Supervisor being notified, the grievance shall move to Step Two.

### **STEP TWO**

The grievor will submit the grievance in writing to the Superintendent with a copy to the President of the Local within five (5) days of the ten day period identified in Step One. A meeting between the parties shall take place within ten (10) days after receipt of the written grievance and the decision of the Superintendent will be rendered in writing within ten (10) days from the date of meeting at this step

### **STEP THREE**

Failing settlement at Step Two, and within five (5) days after receipt of the written response from the Superintendent, the grievance may be submitted in writing to the Chairperson of the Board of Trustees. Copies shall be provided to the Association and Superintendent.

The decision of the Board will be rendered in writing within 10 days. Failing settlement at Step Three, the grievance may proceed by either of the parties to arbitration as hereinafter provided.

12.06 An Association grievance shall not be one of an individual nature. An Association grievance shall be filed in writing within ten (10) days of the event giving rise to same, or when the Association becomes aware of the occurrence giving rise to the grievance and shall be submitted to the Superintendent. An Association grievance may proceed to Arbitration in the event resolution is not achieved at Step Two.

- 12.07 A Board grievance shall be filed in writing within ten (10) days of the event giving rise to same, or when the Board becomes aware of the occurrence giving rise to the grievance and shall be submitted to the Local President. A Board grievance may proceed to Arbitration in the event resolution is not achieved at Step Two.
- 12.08 Association and Board grievances shall include the written statement as aforementioned.
- 12.09 Any dispute of a grievance that has been processed through all steps of the Grievance/Arbitration Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to), may be referred to a Board of Arbitration as hereafter outlined.
- 12.10 Either party who feels a satisfactory settlement has not been reached may within ten (10) working days of receipt of the decision of the Chairman of the Board of the Employer with respect to an employee(s) grievance, or the decision of the Association in respect of a Board's grievance, request Arbitration, by notifying the other party in writing by registered mail of its desire to arbitrate, and submitting the names of suggested arbitrators.
- 12.11 Within ten (10) working days, the party receiving the above notice shall notify the other party whether it agrees with any of the suggested arbitrators.
- 12.12 If the parties fail to agree on an Arbitrator, the appointment shall be made by the Federal Minister of Labour upon the request of either the Board or the Association.
- 12.13 The Arbitrator shall hear and determine the difference and shall issue an Award in writing. The decision of the Arbitrator is final and binding upon the parties and upon any employee affected by it.
- 12.14 Each shall bear equally the expenses of the Arbitrator.
- 12.15 The Arbitrator:
- (a) shall not have power to alter or amend any provision of this Collective Agreement, or to substitute any provision, or to give any decision inconsistent with the terms of this Agreement;
  - (b) shall have jurisdiction to determine whether the grievance presents an arbitrable issue.
- 12.16 Where the Arbitrator decides that an employee has been suspended or dismissed unjustly, the Arbitrator may:
- (a) direct the Board to reinstate the employee and pay to the employee a sum equal to his/her wage loss by the reason of such suspension or dismissal, less any monies earned by the employee during the period of suspension or dismissal, or such lesser sum as, in the opinion of the Arbitrator, is fair and reasonable;

- (b) make such other directives varying the penalty as he considers fair and reasonable having due regard to the terms of this Collective Agreement.

12.17 The Arbitrator shall conduct his hearing within fourteen (14) calendar days of his appointment.

12.18 Both the Board and the Association shall request the Arbitrator to render his/her decision to the parties as expeditiously as possible.

### **ARTICLE 13 - DEFERRED SALARY LEAVE PLAN AGREEMENT**

13.01 The Deferred Salary Leave Plan has been developed to afford an eligible full-time employee the opportunity to finance a one (1) year leave of absence without compensation by deferring portions of the employee's regular salary to finance the year of the leave. The Deferred Salary Leave Plan is referred to throughout the Agreement as the "Plan".

13.02 The term of a leave of absence under the Deferred Salary Leave Plan shall be a twelve (12) month school year period. Under no circumstances shall any leave under the Plan exceed one (1) school year.

13.03 A full-time employee may be eligible to participate in the Plan, provided such employee has fulfilled all the conditions for any previously granted form of leave.

13.04 A maximum of four (4) employees will be eligible to take a deferred leave of absence in any given school year.

### **APPLICATION AND NOTIFICATION**

13.05 An application by an eligible employee for the Deferred Salary Leave Plan shall be made in writing and must be submitted to the Superintendent of Education on or before January 15<sup>th</sup> of the school year preceding the school year in which the eligible employee wishes to enter the Plan. The eligible employee shall set out the enrolment date in the Plan, the intended year of absence and the reasons for the request.

13.06 If there are more applicants for Deferred Salary Leave than can be accommodated, the decision as to who should be recommended to the Board shall be made by a Committee to be called the Deferred Salary Leave Committee which shall comprise:

- (a) one (1) representative of the Association;
- (b) one (1) representative of the Board;
- (c) the Superintendent of Education

The Deferred Salary Leave Committee shall establish priorities for the selection of applicants. The Deferred Salary Leave Committee shall

forward a list of recommended applicants for the Board's approval.

- 13.07 The final approval of the application by an eligible employee shall rest solely with the Board. Upon approval by the Board, participation in the Plan will become effective on the first day of the following school year.
- 13.08 The Superintendent of Education shall, by April 15<sup>th</sup> preceding the school year in which the eligible employee wishes to enter the Plan, advise the employee in writing of the outcome of his/her application.
- 13.09 A Deferred Salary Leave Plan Agreement must be completed by successful applicants prior to May 15 preceding the school year in which the eligible employee has been given approval to enter the Plan.
- 13.10 Failure to return the completed Agreement by the deadline outlined in Article 14.10 constitutes withdrawal of application.

### **DEFERRED SALARY FORMULA**

- 13.11 During each school year prior to the leave of absence year, the participating employee, for a maximum of six (6) school years, will receive his/her gross annual salary less the percentage of gross annual salary the eligible employee and the Board have agreed to defer in an executed agreement. This accumulated percentage of salary plus any interest earned less any deductions as specified in Article 14.17 and 14.18 shall be retained for the employee by the deferred salary leave plan provider to finance the year of leave.
- 13.12 The minimum Deferred Salary Leave Plan shall be a three/four year Plan and the maximum will be a six/seven year Plan. The possible combinations are:
- (a) three (3) qualifying non-leave years followed by one (1) year of deferred leave (3/4 year plan)
  - (b) four (4) qualifying non-leave years followed by one (1) year of deferred leave (4/5 year plan)
  - (c) five (5) qualifying non-leave years followed by one (1) year of deferred leave (5/6 year plan)
  - (d) six (6) qualifying non-leave years followed by one (1) year of deferred leave (6/7 year plan)
- 13.13 The percentage of gross annual salary the participating employee and the Board have agreed to defer may be amended once per school year. Notice of such amendment must be given to the Superintendent thirty (30) days before the effective date of the amendment.
- 13.14 The percentage of gross annual salary to be deferred in each year shall not exceed thirty percent (30%).

## **INCOME TAX**

- 13.15 The amount of income tax to be deducted will be computed on the actual gross salary, (gross less deferred portion) received by the participating employee during each of the calendar years he/she is enrolled in the Plan. This will be subject to the Board receiving a ruling to the satisfaction of its solicitor from CCRA that the Deferred Salary Leave Plan contemplated hereby is not unlawful and is acceptable to CCRA. The participating employee is liable for the income tax payable on the deferred salary amount plus tax payable on any interest earned in the tax year in which it is received.

## **ADMINISTERING THE DEFERRED SALARY**

- 13.16 The deferred salary amounts shall be placed in trust with in the employee's name and shall be administered by the deferred salary leave plan provider.
- 13.17 In consideration of the administrative services performed by the Board, the participating employee shall indemnify and save the Board harmless against any expense, claim, or liability ensuing out of or resulting from such services.

## **PAYMENT OF DEFERRED SALARY DURING YEAR OF LEAVE**

- 13.18 The monies to be paid during a participating employee's year of leave in accordance with Article 14.12 shall be paid by the deferred salary plan provider consistent with terms in place.
- 13.19 The participating employee during the year of leave under the Plan shall not accumulate nor be entitled to the following:
- (a) teaching experience for salary increments, and
  - (b) statutory holidays, maternity, sick or any other leaves.

## **BENEFITS**

- 13.20 While a participating employee is enrolled in the Plan, any applicable group benefits computed with reference to salary shall be structured according to full grid salary.
- 13.21 The Board will continue paying its share of applicable group benefits for a participating employee during the non-leave school years of the Plan.
- 13.22 The Board will maintain applicable group benefit coverage for a participating employee during the year of leave under the Plan, provided such employee assumes the full responsibility of paying the total costs for said benefits save those required to be paid by the Board by law.
- 13.23 Housing allowance and transportation "travel assistance" allowance will not be paid to the participating employee during the year of leave.

- 13.24 Accommodation, approval of suitable arrangements for occupancy of said accommodation during the year of leave rests with the Board.

### **WITHDRAWAL**

- 13.25 An employee who chooses to withdraw from the Plan will be charged an administration fee of \$250.00, to be deducted from the employee's pay.
- 13.26 In the event a suitable replacement cannot be hired by May 15<sup>th</sup> in the school year preceding the school year in which the leave is scheduled to be taken, the Board may delay or defer the year of the leave. The Board may not, however, delay the year of leave if the employee has chosen a six/seven year Plan. Under no circumstances shall such delay or deferral of the year of the leave exceed one (1) school year and the participating employee must take the leave at the end of that time or withdraw from the Plan.
- 13.27 In the event that either Article 14.26 is involved, the Board will notify the deferred salary leave plan provider of an employee's withdrawal from the Plan and arrange for a lump sum adjustment equal to the employee's deferred salary amount.
- 13.28 Should a participating employee die, the Board shall, within ninety (90) days of written notification of such death, arrange with the deferred salary leave plan provider for payment to the participating employee's estate, subject to the Board receiving necessary clearance and proofs normally required for payment to an estate.

### **TERMS OF REFERENCE**

- 13.29 A participating employee shall return to duty with the Board for at least one (1) year after the school year of the leave.
- 13.30 Should a participating employee fail to report for duty without reasonable cause on the first day of school following completion of the leave, such employee shall be deemed to have abandoned both the position and his/her contract of employment with the Board, and the Board may without any further notice to said employee, forthwith fill the position with someone other than the participating employee.
- 13.31 Subject to Article 13.29 and 13.30, on return from leave, effort will be made by the Superintendent of Education to return the employee to the same position vacated by that teacher.
- 13.32 Subject to Article 13.29 and 13.30, a participating employee on return to duty following the leave shall normally be reinstated at the same level of entitlement as that which existed prior to the commencement of the school year in which leave under the Plan was taken.
- 13.33 Experience increment shall not be granted for Deferred Salary

Leave; however, such leave will not interrupt continuous service.

#### **ARTICLE 14 - LEAVE OF ABSENCE (WITHOUT PAY)**

- 14.01 (a) All requests for leave of absence during the school year shall be made in writing at least one (1) month prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the employee's request shall be made as soon as he/she becomes aware of the situation which prompts the request for leave.
- (b) All requests for leave of absence to be taken in the next school year must be submitted in writing no later than 90 days prior to the end of the school year, except in situations of an unforeseen or emergency nature, in which case the employee's request shall be made as soon as he/she becomes aware of the situation which prompts the request for leave.
- 14.02 (a) Any employee who has been granted a leave of absence and fails to return on the date granted by the Board shall, unless he/she has given the Board prior notification for reasons acceptable to the Board that his/her return will be delayed, be deemed to have resigned.
- (b) An employee who has been granted a leave of absence, while on leave, must submit his/her intentions for the following school year in writing, to the Superintendent no later than ninety [90] days prior to end of the school year in which the leave has been taken/granted.
- 14.03 Experience increment shall not be granted for leave of absence; however, such leave will not interrupt continuous service.

#### **BENEFITS DURING EXTENDED LEAVE**

- 14.04 An employee may make arrangements with the Board for provision of benefits (where carrier permits) during an extended leave that would normally be granted without salary and benefits. The employee shall pay the Board the costs of these benefits and arrangements for such payments satisfactory to the Board must be made two (2) weeks prior to the commencement of the first pay period for which they are to apply.

#### **REASSIGNMENT ON RETURN**

- 14.05 On the employee's return from personal leave of absence, effort will be made by the Superintendent of Education to return the employee to the position vacated by that employee.

## ARTICLE 15 - MATERNITY LEAVE

15.01 An employee who becomes pregnant shall notify the Board by means of applying by letter for maternity leave not less than four (4) months before the expected date of confinement, giving her future intention about returning to duty.

15.02 Leave for maternity shall not exceed seventeen (17) weeks, however maternity leave may be extended, on application by the employee, for an additional period of up to 35 weeks.

15.03 Maternity leave shall be without salary. However, an employee (except for a term employee of less than one year) who completes ten (10) months of continuous employment and who provides the Board with proof that she has applied for and is eligible to receive employment insurance benefits shall be paid a maternity leave allowance. Such allowance shall be paid for a maximum of seventeen (17) weeks while the employee is an E.I. claimant. The allowance will supplement the weekly employment insurance benefits to the equivalent of 93% of the employee's weekly salary based on grid placement.

While on maternity leave the following allowances and benefits prorated to FTE (full time equivalent) will be provided to the employee:

- (a) Group insurance premiums;
- (b) pension premiums;
- (c) travel allowance;
- (d) travel assistance supplement; and
- (e) housing allowance (100% to a maximum of 17 weeks active service, and 80% for the remaining continuous service).

15.04 An employee on maternity leave must give the Board at least two (2) months' notice of her intended return to work, or by April 30th, if returning at the commencement of the next school year. If notice is not received, the employee's employment will be deemed to be terminated.

15.05 Employees have a right to return to the same position as previously held upon conclusion of the seventeen (17) week maternity leave.

15.06 Where the position that the employee previously held no longer exists, or where the employee's maternity leave exceeds seventeen (17) weeks every effort will be made by the Superintendent of Education to return the employee to the same position she vacated, or if not available, to the first available position for which she is qualified.

15.07 Except where personal health problems or relocation of spouse away from Yellowknife prohibit return to work, failure of the employee to return to duty for six (6) months, or in the case of a High School teacher for a full semester, upon the expiry of such approved leave, will render the employee responsible for reimbursing the Board for any maternity leave



allowance paid and any additional allowances and benefits paid.

- 15.08 Maternity leave will not be counted for the granting of experience increments, but will not interrupt continuous service.
- 15.09 An employee returning from maternity leave may be required to pass a medical examination before returning to duty.

#### **ARTICLE 16 - PATERNITY LEAVE, ADOPTION LEAVE & PARENTAL LEAVE**

- 16.01 Paternity leave of three (3) days with salary and benefits shall be granted on the event of the birth of a child. Such leave shall be taken within two (2) weeks of the date of such birth.
- 16.02 Adoption leave of three (3) days with salary and benefits shall be granted on the adoption of a child.
- 16.03 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. Adoption or parental leave of up to thirty-five (35) weeks shall be granted on the adoption or birth of a child.
- 16.04
- (1) Where an employee has or will have the actual care and custody of his/her 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, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
  - (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) Parental leave utilized by a couple who are both employed by the Employer in conjunction with maternity leave shall not exceed a total of 52 (fifty-two) weeks for both employees combined.

- (5) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave combined shall not exceed a total of fifty-two (52) weeks.
- (6) 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.

- 16.05 Parental leave shall be without salary or benefits. However, an employee (except for a term employee of less than one (1) year) who completes ten (10) months of continuous employment and who provides the Board with proof that he/she has applied for and is eligible to receive employment insurance benefits shall be granted parental leave.
- 16.06 An employee on parental leave must give the Board at least sixty (60) days' notice of his/her intended return to work or sixty (60) days' notice from the day designated as the last day of the academic year. If notice is not received, the employee's employment will be deemed to be terminated.
- 16.07 Employees have a right to return to the same position as previously held upon conclusion of the thirty-five (35) week parental leave.
- 16.08 Where the position that the employee previously held no longer exists, or where the employee's parental leave exceeds thirty-five (35) weeks, every effort will be made by the Superintendent of Education to return the employee to the same position he/she vacated, or if not available, to the first available position for which he/she is qualified.
- 16.09 Parental leave will not be counted for the granting of experience increments, but will not interrupt continuous service.
- 16.10 Parental leave will be taken within the first 52 weeks after the birth or adoption of a child.
- 16.11 In the case where an employee has taken maternity leave (Article 16.02) and parental leave (Article 17.03), the total, combined maternity and parental leave cannot exceed 52 weeks.

## **ARTICLE 17 - COMPASSIONATE LEAVE**

- 17.01 Leave necessitated by the critical illness of, or death of, spouse, child, parent, brother, sister, parent of spouse or other relative who is a member of the employee's household or person deemed to assume one of these roles, shall be granted with salary and benefits by the Board as follows:
- (a) up to and including seven (7) days for critical illness;

(b) up to and including seven (7) days for death.

17.02 Before payment is made for leave because of critical illness, the Board may require a medical certificate stating the reason for the absence.

17.03 Leave up to and including seven (7) days necessitated by death of grandparent, grandchild, brother-in-law, or sister-in-law, shall be granted by the Board. Leave granted under this subsection shall be with salary and benefits.

### **EMERGENCY CARE LEAVE**

17.04 In the case of illness to a dependent of an employee when medical or dental service is required and the presence of the employee is required, the employee shall be granted leave with salary and benefits up to and including four (4) days per year. A certificate from a qualified medical or dental practitioner may be required.

An additional five (5) days per year may be used from sick leave entitlements, in accordance with the requirements of this clause, to allow the immediate or emergency care of a dependent to provide time for the employee to make alternate care arrangements.

### **ARTICLE 18 - SICK LEAVE**

18.01 Sick leave, with salary and benefits, shall be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following.

Sick leave credits, in the amount of two (2) days for each school month worked, to a maximum of twenty (20) days per year, shall be granted. Unused sick leave credits shall accumulate to a maximum of one hundred and fifty (150) working days. For each day of sick leave with salary granted, accumulated sick leave credits shall be reduced by one (1) day. Prior to October 31 of each year, the Board will advise each employee of the amount of that employee's sick leave credits.

18.02 Notwithstanding the above, the Employer shall, where circumstances warrant, permit an employee to borrow up to fifteen (15) days sick leave credits which shall be charged against future sick leave credits as earned.

18.03 Each employee will be advanced the full twenty (20) days of sick leave at the commencement of the school year. An employee who is hired after the commencement of the school year will be advanced sick leave on a prorated basis for the remainder of the school year. Any sick leave taken but not earned shall be recovered from monies payable to the employee.

18.04 At the request of the employee, the Board shall supply a departing

employee with a statement of the number of the unused sick days that have been accumulated during the employee's term of employment.

18.05 An employee shall be eligible for sick leave from the onset of illness or disability to:

- (a) the amount of the employee's sick leave credits (including borrowed credits, if any) or
- (b) the date of the employee's eligibility for benefits under the Long Term Disability Plan.

In no event will sick leave be paid beyond the date of eligibility for benefits under the Long Term Disability Plan.

18.06 When an employee is eligible for the long term disability benefits, no further sick leave credits shall be earned. However, accumulated sick leave credits shall be retained.

18.07 On termination of employment, all sick leave entitlements with the Board shall be cancelled.

18.08 Before payment is made under the foregoing provisions, the employee shall provide:

- (a) A statement, in a form approved by the Board, signed by the employee substantiating the illness.
- (b) At the request of the Board, a certificate from the employee's attending medical or dental practitioner where the absence is for a period of more than three (3) days.

#### **ARTICLE 19 - LEAVE FOR N.W.T.T.A. OR OTHER EDUCATION ORGANIZATION BUSINESS**

19.01 Employees who:

- (a) hold positions with the Executive of the Association; or
- (b) have been appointed to a committee by the Central Executive or the President of the N.W.T.T.A.; or
- (c) have been appointed to a Canadian Teachers' Federation Committee;

shall, on application, be granted leave to an aggregate of twenty (20) teaching days, when such leave is required for Association business. Such leave shall be with salary and benefits. The Association will reimburse the Board for the cost of a substitute for each day such leave is granted.

19.02 An employee elected President of the N.W.T.T.A. shall be granted leave without salary, benefits, and allowances for the employee's term of office. The employee shall not be entitled to an experience increment while on leave for this purpose, but the absence shall not interrupt continuous

service.

- 19.03 A maximum of four (4) employees shall be granted leave of absence with salary and benefits to represent the Association during formal negotiations with the Board for a succeeding Collective Agreement. Whenever possible one of these employees should be an Educational Assistant.
- 19.04 The Board shall grant time off with salary, benefits, and allowances to an employee and/or his/her representative attending grievance or arbitration hearings, or a work-related Human Rights adjudication hearing, or an employee who attends as a witness at a Board of Reference hearing.

## **ARTICLE 20 - OTHER LEAVES**

### **JURY DUTY**

- 20.01 Any employee, who has been subpoenaed for jury duty or as a witness at a trial, shall be granted leave with salary and benefits. Any remuneration received by the employee from the courts shall be paid to the Board, provided such remuneration received is for a day an employee is normally at work.

### **DISCRETIONARY LEAVE**

- 20.02 A maximum of three (3) discretionary days may be taken, provided that adequate notice has been given to the principal and a suitable substitute can be arranged. Each employee taking a discretionary day shall be charged a fee equal to the current substitute pay rate for each of the first two days taken, unless they are used for purposes described in 20.03, in which case no fees apply. The third Discretionary Leave day shall be at no cost to the employee.

### **“PUBLIC OFFICE, ATHLETIC, AND CULTURAL” LEAVE**

- 20.03 Employees shall be eligible for three (3) days leave with salary and benefits to be used for events such as those outlined below:

Acceptable reasons for such leave shall be:

- running for or serving in public office
- principal involvement in athletic, cultural, and artistic events at the territorial, provincial or national level

- 20.04 Discretionary leave as referred in article 21.02 shall not be used to extend Summer Break except in exceptional circumstances.

- 20.05 The Board shall provide pay or time-in-lieu for work done outside the school year, as:

- (a) An employee, other than an employee who receives an allowance

per 25.01 or 25.02, required by the Board to report for work during Christmas holidays, spring break, summer holidays, or statutory holidays or required to attend meetings or workshops on weekends will be paid a daily rate or given equivalent time in lieu for each planned full or half day the employee works. The rate is calculated by dividing the employee's salary by 192 days. Any work performed under these circumstances must be approved by the Superintendent.

**(b) Exceptions to this Article:**

- optional in-service opportunities recommended by and paid for by the Board;
- Association-related business.

**GRADUATION LEAVE**

20.06 Where operational requirements permit, in the opinion of the Board, leave with salary will be granted for a period of up to and including three (3) days to attend the graduation of a spouse, child, parent, brother, sister or grandchild of an employee or of an employee's spouse when the ceremony takes place outside of Yellowknife. The employee shall be charged a fee equal to the current substitute pay for each of the additional days that may be approved by the Board. A half day will be available if the graduation is in Yellowknife.

**WEDDING LEAVE**

20.07 Where operational requirements permit, in the opinion of the Employer leave with salary will be granted for a period of up to and including four (4) days to attend a wedding of a child, parent, brother or sister of an employee or of an employee's spouse. The employee will be charged the current substitute rate for these days. An additional three (3) days without pay may be granted by the Employer.

**ARTICLE 21 - PROFESSIONAL DEVELOPMENT**

21.01 Professional Development shall include Short-Term Professional Development and attendance at Workshops, Seminars and Conferences, and Courses.

21.02 Professional Development Funds shall be administered by a committee to be called the Professional Development Committee comprised of members appointed or elected by the N.W.T.T.A.

21.03 Effective Sept. 1, 2017, the Board shall provide \$105,000 per annum to the Professional Development Committee for Professional Development. It is understood that any actual substitute costs incurred because of such Professional Development shall be reimbursed to the Board by the

Professional Development Committee.

- 21.04 The Professional Development Committee shall allocate funds for the Professional Development of employees within the scope of this Agreement. The committee shall provide the Board annually with a detailed financial statement of all expenditure by no later than September 30 of each year. The employer agrees to notify the Association on or before September 1 of each year of the financial statement due date.
- 21.05 In addition to clauses 22.01 to clause 22.04, the Board shall establish a fund of \$40,000 for employee staff development. This fund shall be administered by a joint committee consisting of four (4) people, two (2) teachers appointed by the N.W.T.T.A. and two (2) appointees of the Board.
- 21.06 All professional development requests must be reviewed by the Superintendent/designate.

## **ARTICLE 22 - GROUP INSURANCE**

22.01 The Board shall make available and pay 100% of premiums for Long Term Disability Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, Dental Insurance, Extended Health Benefit Plan and Vision/Hearing care. The insurance plans shall be administered in accordance with the policy with the insurance carrier.

- Life and A.D. & D. Insurance - 2 times annual salary to a maximum of \$300,000
- L.T.D.I. - 75% of monthly earnings to a maximum of \$6,000 per month
- Dental - based on the N.W.T. fee schedule:
  - Routine 100% reimbursement to a maximum of \$1,500 per person, per covered employee, per calendar year
  - Major 50% reimbursement to a maximum of \$1,500 per person, per covered employee, per calendar year
- Orthodontic 50% reimbursement to a lifetime maximum of \$4,000 per person, per insured employee.
- Health Benefit Card - The employer shall provide an extended health benefit card facilitating the purchase of generic prescription drugs with a dispensing fee cap of \$5.

Vision - \$300.00/2 years, adults [annually, children]

Professional Services - \$500.00

22.02 Participation in the Plans covered in Article 23.01 shall be a condition of employment for all employees covered by this Agreement. For part-time

employees the Board shall pay an amount of the premiums prorated to the percentage of time worked. The employee shall pay the remainder of the premiums.

22.03 When employees receive disability benefits under the Plans in Article 23.01, no further salary, allowances or benefits shall be paid by the Board for the period of disability.

22.04 It is understood that payments made toward the aforementioned benefit Plan shall permit the Board to retain and not pass on to employees any rebates of premiums otherwise required under the Unemployment Insurance Commission Regulations.

### **ARTICLE 23 - TRANSPORTATION ALLOWANCES**

23.01 The following transportation assistance/allowances shall be provided for all employees and their dependents, if any, providing there is no duplication of the assistance/allowance from some other source. In the event of duplication, the Board shall only be responsible to top off the transportation assistance/allowance to the limits set out in the following clauses.

#### **RELOCATION TRANSPORTATION AND MOVING ALLOWANCES**

23.02 On commencement of employment with the Board, the employee shall be eligible to receive the current single airfare for the employee and the employee's dependents from his/her previous place of residence to Yellowknife, to a maximum of the Edmonton to Yellowknife airfare upon production of receipts.

N.B. Applies to non-residents of Yellowknife area.

23.03 On commencement of employment with the Board, for non-residents of the Yellowknife area, the employee shall be eligible to receive reimbursements for luggage and household goods transportation by road upon production of receipts for a one-way trip from the place of residence to Yellowknife to a maximum of the following amounts:

Employee and spouse (lbs.)	3000
Each dependent child (lbs.)	700
Household maximum (lbs.)	5000

Employees not remaining with the Board for two (2) years shall be required to repay 50% of this benefit unless the original contract of employment was for a period of less than two (2) years or the employee's employment is terminated by the Board prior to completion of two (2) years.

23.04 (a) When employment is properly terminated voluntarily (including compliance with Article 10) after five (5) years of continuous employment



with the Board, the lowest one-way airfare for the employee and the employee's dependents will be paid upon production of receipts. This removal-out airfare will be paid provided that it has not already been paid via Article 24.08 in the same year.

Upon production of receipts from a moving company selected based upon the lowest of three written quotations, transportation of luggage and household goods by road from Yellowknife to Edmonton, or an equivalent road distance to a maximum of the following amounts:

Employee and spouse (lbs.)	7000
Each dependent child	700
Household maximum (lbs.)	10,000

the claim for this benefit must be made by June 30<sup>th</sup> of the following school year.

(b) When employment is properly terminated voluntarily (including compliance with Article 10):

- after twenty (20) years of continuous employment with the Board, the employee who does not qualify for the allowance in (a) above shall be entitled to a service recognition of \$5000.
- after twenty-five (25) years of continuous employment with the Board, the employee who does not qualify for the allowance in (a) above shall be entitled to a service recognition of \$7500.
- after thirty (30) years of continuous employment with the board, the employee who does not qualify for the allowance in (a) above shall be entitled to a service recognition of \$10,000.

23.05 On commencement of employment with the Board, the employee shall be eligible, upon the approval of the Superintendent, to receive up to seven (7) days accommodation at a local hotel or motel for employee and the employee's dependents upon production of receipts.

23.06 For employees who qualify for removal out under Article 24.04 and effect their own removal based upon costs of removal of luggage and household goods from the lesser distance of Yellowknife to Edmonton or the distance to the destination, will be reimbursed for a) the lowest of actual costs upon production of receipts or two written quotations for removal to a maximum of 7000 lbs or b) \$2000, with no receipts, upon proof of relocation where the destination is at least as far from Yellowknife as Edmonton.

The claim for this benefit must be made by June 30<sup>th</sup> of the following school year.

## **MEDICAL TRANSPORTATION AND EXPENSES**

23.07 The employee and the employee's dependents shall be eligible to receive reasonable and necessary airfare and hotel accommodation for a maximum of seven (7) nights for medical or dental treatment - maximum of

one hundred-fifty dollars (\$150.00) per night for accommodation - provided:

- The treatment is not available in Yellowknife.
- The treatment is accessed at the closest available destination.
- Payment is supported by a certificate from a qualified medical or dental practitioner stating (a) that the treatment was non-elective, (b) that it was necessary for the health of the employee or employee's dependent, and (c) the required length of stay.
- The leave is pre-approved by the Superintendent.
- District airfare booking codes are used or NWTTA booking codes if less expensive.

## **VACATION TRAVEL ALLOWANCE**

23.08 At the end of each school year, the employee shall be eligible to receive a Travel Assistance Allowance for the employee between Edmonton and Yellowknife. This Allowance will be based on the approved Canada Revenue Agency rate each year that is provided by Canadian North as published on the Nunasi Financial Services website. This vacation travel allowance will be paid May 31st of each school year to current employees. This vacation travel allowance is pro-rated to FTE (full time equivalent) and the length of service for the current school year.

## **ARTICLE 24 - SALARY**

- 24.01 The following shall determine the employee's placement on the salary schedule:
- (a) the amount of teacher education, pursuant to Article 6;
  - (b) the length of teaching experience, pursuant to Article 7.
- 24.02 Salary payment shall be made by way of deposit to a Yellowknife Financial Institution of the employee's choice.
- 24.03 Employees commencing employment, or leaving the employ of the Board, prior to the 15<sup>th</sup> day of each month shall be paid on the established pay date of that month.
- 24.04 Employees commencing employment, or leaving the employ of the Board, on or after the 15<sup>th</sup> day of each month shall be paid on the established pay date of the following month.
- 24.05 Payment of Salary: Salaries shall be paid monthly at the rate in effect for the school year on the last day of September and on the last day of each month thereafter in that school year in amounts equal to one-twelfth (1/12) of the per annum rate. If the pay date falls on a Saturday, Sunday, or statutory holiday, payment will be made on the week day preceding the Saturday, Sunday, or holiday. In addition, there will be an advance payment on the fifteenth (15<sup>th</sup>) of each month. This amount will be

equivalent to one-half of the net monthly pay and shall be deducted from the month-end pay.

- 24.06 Employees will have the choice of receiving their electronic pay statements by direct e-mail, rather than logging onto the Employee Self-Serve system.

## ARTICLE 25 - ALLOWANCES

- 25.01 For administrative and supervisory responsibilities, Principals shall receive an annual allowance as follows:
- (a) **2016/2017 = \$4521.00**
  - (b) **2017/2018 = \$4521.00**
  - (c) **2018/2019 = \$4566.21**
  - (d) **2019/2020 = \$4611.88**

In addition to the above, the following per full-time equivalent pupil as determined by enrolment as of September 30 of the school year:

- (a) **2016/2017 = \$38.01**
- (b) **2017/2018 = \$38.01**
- (c) **2018/2019 = \$38.39**
- (d) **2019/2020 = \$38.78**

The minimum allowance shall be **\$13,000**.

- 25.02 Subject to Article 26.03, for administrative and supervisory responsibilities an Assistant Principal shall receive an annual allowance of one-half (1/2) of the rate set forth in Article 26.01.
- 25.03 Where there is more than one (1) Assistant Principal in a school, an allowance of one-half (1/2) of the rate set forth in Article 26.01, shall be paid to each Assistant Principal.
- 25.04 Payment in monthly installments, of the full entitled amounts for administration shall commence on the effective date of appointment of the administrator.
- 25.05 For administrative and supervisory responsibilities, high school department heads shall receive an annual allowance as follows:
- (a) **2016/2017 = \$2433.00**
  - (b) **2017/2018 = \$2433.00**
  - (c) **2018/2019 = \$2457.33**
  - (d) **2019/2020 = \$2481.91**

The number of departments shall not exceed 10. Principals and Assistant Principals are not eligible for the Department Head Allowance.

25.06 Where a teacher, other than a Principal or Assistant Principal is designated by the Superintendent of Education to act as Principal in the absence of both the Principal and Assistant Principal from a school for a period of at least one day, the teacher shall be paid an allowance per day, for each full day designated of \$111. For each half-day of such assignment, the teacher shall be paid an allowance of \$56.

25.07 Upon the recommendation of the principal and upon the approval of the Superintendent of Education, an annual allowance of \$1000 will be paid to a teacher (other than a Principal or Assistant Principal) who is formally mentoring another teacher in an approved mentoring program.

Where the teacher being mentored is less than 1.0 FTE, this allowance shall be prorated.

25.08 An employee employed prior to September 1, 2013, who, as of that date, holds, a Master's degree relevant to education as determined by the Superintendent of Education shall receive an annual allowance of \$1000.

25.09 Principals, in consultation with staff, will allocate 30 minutes each day between the hours of 10:45 am and 2:00 pm free of instructional or supervision duties for each teacher and education assistant as lunch periods. These duty free lunch periods shall not be considered preparation time.

All NWTTA staff will share supervision. They may indicate to the principal their preference for performing lunch hour supervision during their duty free lunch periods. They shall be compensated for that supervision when assigned by the principal. Compensation shall be paid as a monthly allowance on the following basis:

**Effective 2016/2017 to 2017/2018**

- Between 1 and 5 supervisions per month = \$45.00
- Between 6 and 10 supervisions per month = \$75.00
- Between 11 and 15 supervisions per month = \$135.00
- 16 or more supervisions per month = \$180.00
- The principal shall submit a schedule at the beginning of the school year, to be assessed and resubmitted in January.

**Effective 2018/2019**

- Between 1 and 5 supervisions per month = \$45.45
- Between 6 and 10 supervisions per month = \$75.75
- Between 11 and 15 supervisions per month = \$136.35
- 16 or more supervisions per month = \$181.80
- The principal shall submit a schedule at the beginning of the school year, to be assessed and resubmitted in January.

**Effective 2018/2019**

- Between 1 and 5 supervisions per month = \$45.91
- Between 6 and 10 supervisions per month = \$76.51
- Between 11 and 15 supervisions per month = \$137.72
- 16 or more supervisions per month = \$183.62
- The principal shall submit a schedule at the beginning of the school year, to be assessed and resubmitted in January.

**ARTICLE 26 - TRAVEL ASSISTANCE SUPPLEMENT**

Employees under contract with the Board shall be entitled to a supplement for each year of service with the Board according to the following criteria:

- 26.01 Sabbatical Leave and Leave of Absence shall not count in determining the number of years of service for entitlement, but will not interrupt continuous service.
- 26.02 Supplements shall commence at the beginning of the school year.
- 26.03 Travel Assistance supplements amounts are determined as follows:
- All employees employed as of November 15 of 2013 shall be paid a travel assistance supplement as follows:
- (1) \$700.00 per annum after five (5) years of continuous service earned prior to the above date; or
  - (2) \$1,000.00 per annum after ten (10) years of continuous service earned prior to the above date.
- 26.04 Supplements will be paid in a lump sum on the November paycheque.

**ARTICLE 27 - HOUSING ALLOWANCE**

- 27.01 The Board shall provide a housing subsidy of \$450.00 per month. The present housing allowance of \$450.00 per month will be added to the salary grid going forward from the signing of this collective agreement, and go into effect September 1, 2016.
- 27.02 The Board shall charge "Market Rent" for Nordic Arms and other district housing.

**ARTICLE 28 – VEHICLE ALLOWANCE**

- 28.01 Employees assigned to work at two or more schools in the District during any instructional days(s), or employees assigned to travel from one or

more schools in the District for extra-curricular activities shall be compensated at the rate of one hundred dollars (\$100.00) per month.

28.02 Employees assigned to work at the Dettah School shall be compensated for their daily travel at the rate of one hundred dollars (\$100.00) per month.

28.03 An accurate travel log as per Canada Revenue Agency rules shall be kept by each employee claiming the vehicle allowance.

#### **ARTICLE 29 – MULTIPLE ASSIGNMENTS**

29.01 Employees required to work at two or more schools in the district will be required to attend staff meetings at assigned schools on an alternating basis.

**ARTICLE 30 - SALARY SCHEDULES AND GRIDS**

**Sept. 1, 2016      0.0%**

							Add to Grid	Housing	5400
Term: September 1, 2016 - August 31, 2017							Increase	0%	
Step	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	E.A. Level 1	E.A. Level 2	
0	55,290	58,813	64,874	73,762	78,559	83,308	46,198	49,870	
1	57,631	61,353	67,573	77,122	82,071	87,209	47,926	51,754	
2	59,974	63,891	70,272	80,478	85,587	91,103	49,652	53,634	
3	62,318	66,431	72,970	83,839	89,101	94,998	51,377	55,515	
4	64,659	68,971	75,671	87,197	92,619	98,899	53,104	57,396	
5	67,002	71,511	78,367	90,558	96,132	102,792	54,831	59,277	
6	69,345	74,048	81,103	93,916	99,650	106,693	56,555	61,160	
7	71,685	76,590	83,765	97,275	103,163	110,587	58,280	63,040	
8	74,026	79,127	86,467	100,632	106,678	114,484	60,004	64,919	
9		81,669	89,163	103,992	110,194	118,381	61,730	66,801	
10		84,207	91,860	107,353	113,706	122,280	63,456	68,682	
11				110,710	117,222	126,176	65,182	70,564	

**Sept. 1, 2017      0.0%**

Term: September 1, 2017 - August 31, 2018							Increase	0%	
Step	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	E.A. Level 1	E.A. Level 2	
0	55,290	58,813	64,874	73,762	78,559	83,308	46,198	49,870	
1	57,631	61,353	67,573	77,122	82,071	87,209	47,926	51,754	
2	59,974	63,891	70,272	80,478	85,587	91,103	49,652	53,634	
3	62,318	66,431	72,970	83,839	89,101	94,998	51,377	55,515	
4	64,659	68,971	75,671	87,197	92,619	98,899	53,104	57,396	
5	67,002	71,511	78,367	90,558	96,132	102,792	54,831	59,277	
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7	71,685	76,590	83,765	97,275	103,163	110,587	58,280	63,040	
8	74,026	79,127	86,467	100,632	106,678	114,484	60,004	64,919	
9		81,669	89,163	103,992	110,194	118,381	61,730	66,801	
10		84,207	91,860	107,353	113,706	122,280	63,456	68,682	
11				110,710	117,222	126,176	65,182	70,564	

**Sept. 1, 2018 1.0%**

	Term: September 1, 2018 - August 31, 2019						Increase	1%	
Step	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	E.A. Level 1	E.A. Level 2	
0	55,843	59,401	65,523	74,500	79,345	84,141	46,660	50,369	
1	58,207	61,967	68,249	77,893	82,892	88,081	48,405	52,272	
2	60,574	64,530	70,975	81,283	86,443	92,014	50,149	54,170	
3	62,941	67,095	73,700	84,677	89,992	95,948	51,891	56,070	
4	65,306	69,661	76,428	88,069	93,545	99,888	53,635	57,970	
5	67,672	72,226	79,151	91,464	97,093	103,820	55,379	59,870	
6	70,038	74,788	81,914	94,855	100,647	107,760	57,121	61,772	
7	72,402	77,356	84,603	98,248	104,195	111,693	58,863	63,670	
8	74,766	79,918	87,332	101,638	107,745	115,629	60,604	65,568	
9		82,486	90,055	105,032	111,296	119,565	62,347	67,469	
10		85,049	92,779	108,427	114,843	123,503	64,091	69,369	
11				111,817	118,394	127,438	65,834	71,270	

**Sept. 1, 2019 1.0%**

	Term: September 1, 2019 - August 31, 2020						Increase	1%	
Step	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	E.A. Level 1	E.A. Level 2	
0	56,401	59,995	66,178	75,245	80,138	84,982	47,127	50,872	
1	58,789	62,586	68,931	78,672	83,721	88,962	48,889	52,794	
2	61,179	65,175	71,684	82,096	87,307	92,934	50,650	54,712	
3	63,571	67,766	74,437	85,524	90,892	96,907	52,410	56,631	
4	65,959	70,357	77,192	88,950	94,481	100,887	54,171	58,550	
5	68,349	72,948	79,942	92,378	98,064	104,858	55,933	60,468	
6	70,739	75,536	82,733	95,804	101,653	108,838	57,692	62,389	
7	73,126	78,129	85,449	99,230	105,237	112,810	59,451	64,307	
8	75,514	80,717	88,205	102,655	108,822	116,785	61,210	66,224	
9		83,311	90,955	106,082	112,409	120,760	62,971	68,144	
10		85,900	93,706	109,511	115,991	124,738	64,731	70,063	
11				112,935	119,578	128,712	66,492	71,982	

Note1:

E.A. Level 1 - applies to Education Assistants without a recognized diploma or degree.

E.A. Level 2 - applies to Education Assistants with a relevant diploma or degree as recognized by the Superintendent.

**DATE OF AGREEMENT**

SIGNED THIS 24<sup>th</sup> day of November, 2016 A.D.



For: YELLOWKNIFE EDUCATION  
DISTRICT No. 1

For: NORTHWEST TERRITORIES  
TEACHERS ASSOCIATION



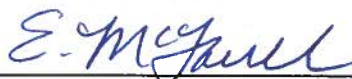
John Stephenson  
CHAIRPERSON OF THE BOARD



Allan McDonald  
Chairperson, Negotiating Committee



Rajiv Rawat  
Negotiating Committee




Edna McFaul  
Negotiating Committee



Metro Huculak  
Superintendent of Education



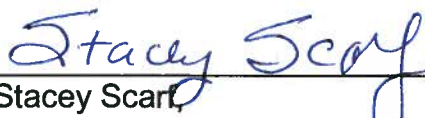
Rachell Simmons  
Negotiating Committee



Tram Do  
Director of Corporate Services



Elizabeth Brace  
Negotiating Committee



Stacey Scarf  
Manager, Personnel Services



Dave Roebuck  
Executive Director



Adrien Amirault  
Assistant Executive Director



Fraser Oliver  
President, NWTTA

**-LETTER OF UNDERSTANDING (Pension Plan) BETWEEN  
YELLOWKNIFE EDUCATION DISTRICT NO. 1  
AND  
THE NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

The parties agree that contributions to the Northern Employee Benefit Service (NEBS) Defined Benefit Pension Plan will be made in keeping with the following formula:

- Employer – 8%
- Member – 8%
- To be adjusted from time to time by NEBS

In Witness hereof, the parties hereto execute this Letter of Agreement this 27<sup>th</sup> day of NOV, 2016 A.D.

ON BEHALF OF THE  
YELLOWKNIFE EDUCATION  
DISTRICT NO. 1

John Stephens  
[Signature]

Metia Akmalak

[Signature]

Stacey Scaf

ON BEHALF OF THE NORTHWEST  
TERRITORIES TEACHERS' ASSOCIATION

[Signature]

E. McFaul

[Signature]

C. Elizabeth Paul

[Signature]

[Signature]

Fraser Oliver

LETTER OF INTENT (Group Benefits Plan)

BETWEEN

YELLOWKNIFE EDUCATION DISTRICT NO. 1  
AND  
THE NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

Whereas the Association has proposed that certain improvements be made in plan coverages; and

Whereas the cost of these improvements may be found in either current plan carrier coverage adjustments or in consideration of alternate plan carrier proposals;

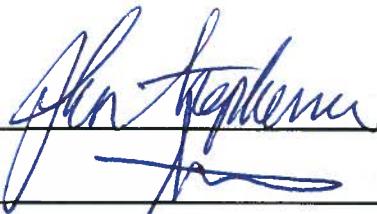



The Parties agree to form a joint ad hoc Benefits Review Committee that will, during the life of this collective agreement:



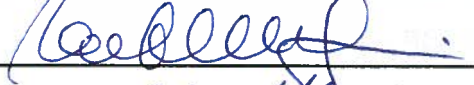
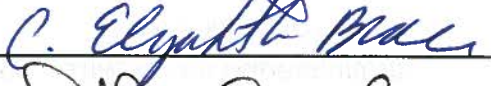

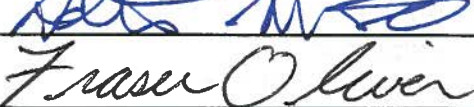
- Meet with the current plan carrier, Manulife, to determine if coverage can be changed to the benefit of the teachers and other employees; and
- Meet with NEBS to determine if that organization can provide an attractive alternative to the Manulife coverage; and
- Based on this research, make recommendations to the Employer for affordable plan modifications.

Upon presentation of recommendations to the Employer the Committee shall be dissolved.

ON BEHALF OF THE  
YELLOWKNIFE EDUCATION  
DISTRICT NO. 1

ON BEHALF OF THE  
NORTHWEST TERRITORIES  
TEACHERS' ASSOCIATION

  
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**SUBJECT INDEX**

	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
ADOPTION LEAVE	16.02	23
AGREEMENT SIGNATURES		38
ALLOWANCES	25	33
Acting Principal	25.06	34
Assistant Principals	25.02	33
Principals	25.01	33
Department Heads (High School)	25.05	33
Mentors	25.07	34
Master's Degree	25.08	34
ASSIGNMENT	9	12
ATHLETIC PARTICIPATION (LEAVE)	20.02	27
BARGAINING UNIT	2	5
agent	2.01	5
exclusions	2.01	5
N.W.T. teaching certificate	2.02	5
professional fees	2.04	5
COMPASSIONATE LEAVE	17	24
critical illness	17.01	24
death	17.03	25
medical certificate	17.02	25
emergency care leave	17.04	25
COURSE CREDITS	27	33
CULTURAL (LEAVE)	20.03	27
DATE OF AGREEMENT		38
DEFERRED SALARY LEAVE	13	17
administering the deferred salary	13.17	19
application and notification	13.06	17
deferred salary formula	13.12	18
benefits	13.21	19
income tax	13.16	19
payment of deferred salary during year of leave	13.19	19
terms of reference	13.31	20
withdrawal	13.26	20
DEFINITIONS	1	3

active service	1.07	3
calendar year	1.05	3
child	1.02	3
deferred annual salary amount	1.06	3
dependent	1.01	3
employee	1.09	3
school year	1.04	3
spouse	1.03	3
T.Q.S.	1.08	3
DISCRETIONARY LEAVE	20.02	27
DISMISSAL	11	13
GRADUATION (LEAVE)	20.06	28
GRIEVANCE/ARBITRATION	12	14
Arbitration	12.10	16
Board grievance	12.08	16
definition	12.01	14
discharge/association grievance	12.06	15
extension of time limits	12.01	14
step one	12.05	15
step two	12.05	15
step three	12.05	15
time limits	12.01	14
GROUP INSURANCE	22	29
Health Benefit Card	22.01	29
Premiums (L.T.D.1, Life & A.D. & D. and Dental)	22.01	29
Premiums (M.S.A. Extended Health Benefit Plan)	22.01	29
HIRING	9	12
HOUSING ALLOWANCE	27	35
INFORMATION FOR EMPLOYEES	5	7
brochure of benefits plans	5.03	7
copy of collective agreement	5.01	7
personnel file	5.04	7
JURY DUTY (LEAVE)	20.01	27
LEAVE FOR N.W.T.T.A. BUSINESS	19	26
LEAVE OF ABSENCE (WITHOUT PAY)	14	21
benefits during extended leave	14.04	21
continuity of service	14.03	21
definition	1.16	4
failure to return	14.02	21

reassignment on return	14.05	21
requests for leave	14.01	21
MATERNITY LEAVE	15	22
benefits	15.03	22
continuity of service	15.08	22
failure to return	15.07	22
medical examination	15.09	23
notification to Board	15.01	22
reassignment on return	15.05	22
return to work	15.04	22
time period	15.02	22
MULTIPLE ASSIGNMENTS	29	36
PARENTAL LEAVE	16	23
NORTHWEST TERRITORIES TEACHERS' ASSOCIATION		5
professional fees	2.04	5
Northwest Territories teaching certificate	2.02	5
specialists	2.03	5
education assistants	2.03	5
teachers	2.02	5
PART-TIME TEACHER	8	11
PATERNITY LEAVE	16	23
PROBATIONARY PERIOD	11	12
PROFESSIONAL DEVELOPMENT	21	28
PUBLIC OFFICE (LEAVE)	20.03	27
RELATIONSHIP	3	5
illegal strikes, sanctions, lockouts	3.03	5
rights of management	3.02	5
RESIGNATION	10	13
SALARY	24	32
direct deposit	24.02	32
payment on resignation	24.03	32
placement on salary schedule	24.01	32
SALARY SCHEDULES AND GRIDS	30	37
September/16 - August/17: teachers	30.01	37
September/17 - August/18: teachers	30.01	37
September/18 – August/19: teachers	30.01	38
September/19 – August/20: teachers	30.01	38

SICK LEAVE	18	25
advanced credits	18.03	25
borrowed credits	18.02	25
credits	18.01	25
medical/dental certificate	18.08	26
sick leave form	18.08	26
sick leave vs. long-term disability	18.06	26
 SUBSTITUTE TEACHERS	 8	 11
 SUSPENSION	 11	 13
 TEACHER EDUCATION	 6	 7
additional teacher education	6.06	8
appeal	6.07	8
evaluation of qualifications	6.02	7
placement on salary schedule	6.04	8
reclassification	6.06	8
specialists	6.08	8
education assistants	6.14	9
 TEACHING EXPERIENCE	 7	 9
proof of experience	7.06	10
education assistant salary increments	7.08	10
teacher salary increments	7.01	9
 TERM	 4	 6
agreement amendments	4.03	6
agreement effective date	4.01	6
 TERM EMPLOYEES	 8.04	 11
 TRANSPORTATION ALLOWANCES	 23	 30
medical transportation and expenses	23.07	31
vacation travel allowance	23.08	32
relocation and moving	23.02	30
 TRAVEL ASSISTANCE SUPPLEMENT	 26	 35
 VEHICLE ALLOWANCE	 28	 35
 WEDDING (LEAVE)	 20.07	 28

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**BOARD OF EDUCATION FOR  
YELLOWKNIFE EDUCATION DISTRICT NO. 1**

**and**

**THE NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

The parties agree that the following New Pay Grids for Junior Kindergarten Instructors will be in place effective the commencement of the 2017/2018 School to the end the current agreement (August 31, 2020), unless the Department educational requirements for this position change. The current minimum requirement for this position is a two-year Diploma in Early Childhood Education.

An employees hired as Junior Kindergarten Instructor, will be paid on the Junior Kindergarten Instructor Pay Grid Classification, regardless if he/she is a qualified teacher. No Junior Kindergarten Instructor shall receive increments for experience gained while employed anywhere except a publicly funded school district/authority.

Junior Kindergarten Instructors shall enjoy all terms, benefits and allowances as outlined in the NWTTA Collective Agreement.

**Junior Kindergarten Instructor Salary Schedules and Grids**

*All NWTTA paygrids now include the housing allowance in the salary.*

**September 1, 2017**

Cat	Step
2-0	\$63,040.19
2-1	\$64,919.46
2-2	\$66,800.79
2-3	\$68,682.12
2-4	\$70,563.45
2-5	\$72,680.35
2-6	\$74,860.76
2-7	\$77,106.58
2-8	\$79,419.78
2-9	\$81,802.38
2-10	\$84,256.45
2-11	\$86,784.14

**September 1, 2018**

Cat	Step
2-0	\$63,670.59
2-1	\$65,568.65
2-2	\$67,468.80
2-3	\$69,368.94
2-4	\$71,269.08
2-5	\$73,407.15
2-6	\$75,609.37
2-7	\$77,877.65
2-8	\$80,213.98
2-9	\$82,620.40
2-10	\$85,099.01
2-11	\$87,651.98

**September 1, 2019**

Cat	Step
2-0	\$64,307.30
2-1	\$66,224.34
2-2	\$68,143.48
2-3	\$70,062.63
2-4	\$71,981.77
2-5	\$74,141.23
2-6	\$76,365.46
2-7	\$78,656.43
2-8	\$81,016.12
2-9	\$83,446.60
2-10	\$85,950.00
2-11	\$88,528.50

Signed in Yellowknife, NWT, this 29 day of May, 2017.

**President of the NWTTA**



**Chair of YK1 District Committee**

