

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

***The Minister Responsible For The Public  
Service Act***

**EXPIRES**

**AUGUST 31, 2001**

## ALPHABETICAL INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>CLAUSE</u>	<u>PAGE</u>
Adoption Leave		15.05	21
Affirmative Action (Memorandum of Understanding)			76
Allowances	A4		51
Application	3		5
Attendance at Courses at the Request of the Employer		15.06	23
Breach of Contract	6		6
Check Off	10		10
Civil Liability	B6	B6.02	72
Consultation (Memorandum of Understanding)			79
Continuing Benefits of the Returning Employee	20		36
Contract Teachers	12		12
Contravention of the <i>Public Service Act</i>	24		42
Correspondence Courses		17.09	32
Court Leave		15.01	18
Dental Plan	B6	B6.01	72
Dependant (Memorandum of Understanding)			77
Dismissal		19.07	34
Duration and Renewal	30		45
Duties and Responsibilities	11		11
Duty Travel	B5		65
Employee Performance Review and Employee Files Evaluation	22 27		40 44
<b>Evaluation (Memorandum of Understanding)</b>			<b>86</b>
Examination Leave		15.09	24
Experience Increments	A3		49
Extraneous Duties and Outside Employment	25		42
Future Legislation and the Collective Agreement	4		5
Grievance and Arbitration Procedures	21		36
<b>Harassment (Memorandum Of Understanding)</b>			<b>85</b>
Hiring		19.01	33
Information	7		6
Injury-on-Duty Leave		15.02	18
Interpretation and Definitions	2		1

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>CLAUSE</u>	<u>PAGE</u>
Joint Consultation	28		44
Leave for Association President	8		8
Leave for Other Purposes		15.10	24
Leave - General Provisions		15.11	25
Leave to Work for Another Employer		15.08(2)	23
Leave With Allowances (Professional Improvement)		17.08(1)	29
Leave Without Pay or Allowances (Professional Improvement)		17.08(2)	30
Managerial Responsibility	5		6
Maternity Leave		15.04	19
Maximum Reimbursement Schedule (Memorandum of Understanding)			81
Medical Transportation Assistance		14.07	16
<b>Mentoring Allowance</b>		<b>A4.09</b>	<b>77</b>
Northern Allowance	B1		53
<b>Northern Allowance (Memorandum Of Understanding)</b>			<b>84</b>
Other Types of Leave	15		18
Pedagogic Leave		15.07	23
Principals' School Administration Time	26		43
Probation		19.02	33
Procedure for Commencement of Negotiations	29		44
Professional Improvement	17		26
Professional Improvement Fund (Memorandum of Understanding)			82
Professional Improvement and In-Service Training Fund (Memorandum of Understanding)			78
Pro-Rata	D		75
Public Service Interviews		15.03	19
Purpose of Agreement	1		1
Qualifications	A2		47
Removal Expenses on Initial Appointment and Subsequent Moves as an Employee	B3		59
Resignation		19.16	36
Resignation and Probation	19		33
Responsibilities for Safe Working Environment	23		41

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>CLAUSE</u>	<u>PAGE</u>
Salary	A1		45
Salary Schedule	C		74
Severance Pay	18		32
Severance Pay (Lay Off)	18.01		32
Severance Pay (Resignation)	19.10		33
Short Term Assistance		17.08(3)	31
Sick Leave	14		14
Signing Bonus	C		75
Special Leave	13		12
Teacher Exchange		15.08	23
Teachers' Qualifications and Remuneration	A		45
Termination		18.04	33
Termination Benefits (Memorandum of Understanding)			80
Time Off for Association Business	9		9
Travel Time		14.08	18
Ultimate Removal Assistance	B2		55
<b>Ultimate Removal Assistance (Memorandum Of Understanding)</b>			<b>83</b>

## NUMERICAL INDEX

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Purpose Of Agreement	1
2	<b>Interpretation And Definitions</b>	<b>1</b>
3	Application	5
4	<b>Future Legislation and the Collective Agreement</b>	<b>5</b>
5	Managerial Responsibility	6
6	Breach of Contract	6
7	<b>Information</b>	<b>6</b>
8	Leave for Association President	8
9	<b>Time Off For Association Business</b>	<b>9</b>
10	<b>Check Off</b>	<b>10</b>
11	<b>Duties and Responsibilities</b>	<b>11</b>
12	<b>Contract Teachers</b>	<b>12</b>
13	<b>Special Leave</b>	<b>12</b>
14	<b>Sick Leave</b>	<b>14</b>
15	<b>Other Types of Leave</b>	<b>18</b>
16	Deleted	25
17	<b>Professional Improvement</b>	<b>26</b>
18	Severance Pay	32
19	<b>Resignation and Probation</b>	<b>33</b>
20	<b>Continuing Benefits and Returning Employees</b>	<b>36</b>
21	<b>Grievance and Arbitration Procedures</b>	<b>36</b>
22	<b>Employee Performance Review &amp; Employee Files</b>	<b>40</b>
23	<b>Responsibilities for Safe Working Environment</b>	<b>41</b>
24	Contravention of the <i>Public Service Act</i>	42
25	Extraneous Duties and Outside Employment	42
26	Principal's School Administration Time	43
27	<b>Evaluation</b>	<b>44</b>
28	Joint Consultation	44
29	Procedure for Commencement of Negotiations	44
30	<b>Duration and Renewal</b>	<b>45</b>
 <b><u>Appendix</u></b>		
A1	<b>Salary</b>	<b>45</b>
A2	<b>Qualifications</b>	<b>47</b>
A3	<b>Experience Increments</b>	<b>49</b>
A4	<b>Allowances</b>	<b>51</b>
B1	<b>Northern Allowance</b>	<b>53</b>
B2	Ultimate Removal Assistance	55

B3	Removal Expenses on Initial Appointment and Subsequent Moves as an Employee	59
B4	Deleted	65
B5	Duty Travel	65
<b>B6</b>	<b>Dental Plan &amp; Civil Liability</b>	<b>72</b>
<b>C</b>	<b>Salary Schedule</b>	<b>74</b>
	Signing Bonus	75
	<b>Professional Allowance</b>	<b>75</b>
<b>D</b>	<b>Pro-Rata</b>	<b>75</b>
	<b><u>Memorandums and Letters of Understanding</u></b>	
	Affirmative Action	76
	Dependant	77
	<b>Professional Improvement &amp; In Service Training</b>	<b>78</b>
	<b>Consultation</b>	<b>79</b>
	Termination Benefits	80
	Maximum Reimbursement Schedule	81
	Professional Improvement Fund	82
	Ultimate Removal	83
	<b>Northern Allowance Changes</b>	<b>84</b>
	<b>Harassment in the Workplace</b>	<b>85</b>
	<b>Evaluation</b>	<b>86</b>

## ARTICLE 1

### PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is:
- to maintain harmonious and mutually beneficial relationships between the Employer, the members of the Bargaining Unit and the Northwest Territories Teachers' Association, and
  - to state certain terms and conditions of employment on remuneration, work periods, employee benefits and general working conditions affecting members of the Bargaining Unit.
- 1.02 The parties want to effectively serve the citizens of the Northwest Territories by:
- improving the quality of education in the Northwest Territories,
  - improving professional standards,
  - producing the highest quality of instructional service,
  - promoting the well-being of employees, and
  - establishing within the framework provided by law, an effective working relationship at all levels of the Territorial Public Service.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

- 2.01 For this Agreement,
- (1) "Absence Without Permission" means absence from duty for reasons other than those in 15.11(1), without having received prior permission from the Superintendent or the Director of the Divisional **Education Council**.
  - (2) "Academic Year" means the portion of the calendar year between the opening and closing dates of a school.
  - (3) "Allowance" means compensation payable for
    - (a) the performance of special or additional duties; and
    - (b) the possession of special qualifications as specified in A4.04 and A4.05.

- (4) "Association" means the Northwest Territories Teachers' Association.
- (5) "Bargaining Unit" means all teachers and substitute teachers employed in the Public Service.
- (6) (a) "Basic Salary" is the salary calculated after verifying training and experience according to the salary schedule in Appendix "C".
- (b) "Salary" is basic salary plus the allowances in Appendix "A".
- (7) "Common-law spouse" means a person who, for at least one continuous year, has lived with an employee and has been publicly represented as the employee's spouse; there must also be an intention to continue to live as spouses.
- (8) "Continuous Employment" means uninterrupted employment in the Public Service and includes:
- (a) Prior service of a lay-off re-appointed within 12 months, or up to two years at the Employers discretion;
- (b) The prior service of an employee who ceased to be employed for any reason other than dismissal, abandonment of position or rejection on probation, provided:
- (i) the prior service was uninterrupted for a minimum of two years; and
- (ii) the period between the prior service and the return to service is less than 25 months.
- (c) Prior service of a person appointed to a position within three months of terminating employment in the Public Service of Canada for any reason other than dismissal, abandonment of position or rejection on probation.
- (9) "Daily Rate of Pay" means an employee's annual rate of pay, plus allowances as provided for in 2.01(2)(a) and (b) divided by the number of prescribed school days in the school calendar.
- (10) "Day of Rest" means a day, other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position.

- (11)** "Dependant" means
- (a) The spouse of an employee who is residing with the employee.
  - (b) Any child of the employee who
    - (i) is attending school or is a student at some other institution, and is under 21 years, or
    - (ii) is under 21 years and dependent upon the employee for support, or
    - (iii) is 21 years or older and dependent upon the employee because of mental or physical illness.
  - (c) Any other relative of the employee who is a member of the employee's household and is totally dependent upon the employee for support because of a mental or physical illness.
- (12)** "Employee" means a person employed as a teacher in the Public Service excluding night school teachers and substitute teachers.
- (13)** "Employer" means the Government of the Northwest Territories as represented by the Chairman of the Financial Management Board or designate.
- (14)** "Fiscal Year" means the period starting April 1 and ending March 31 of the following year.
- (15)** "Grievance" means a complaint in writing that an employee, group of employees, or the Association submits to management, to be processed through the grievance procedure.
- (16)** "Immediate Family" means father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, and all relatives permanently residing with the employee.
- (17)** "In-service training" means training initiated by the Employer related to implementation of new curriculum.
- (18)** "Lay-Off" means an employee whose employment status is determined by application of this agreement and who is not actively employed as a teacher because of lack of work or because of the discontinuance of a function.

- (19) "Leave of Absence" means absence from duty with the Employer's permission.
- (20) "May" is permissive; "Shall" and "Will" are imperative.
- (21) "Membership Dues" means the annual dues established pursuant to the constitutional by-laws of the Association as the dues payable by its members as a consequence of their membership in the Association, and may include any initiation fee, insurance premium, or special levy enjoyed by members.
- (22) (a) "Teacher" is an employee who possesses a valid Northwest Territories Teaching Certificate and includes Classroom Teachers (including Technical Officers holding teaching positions), Language Specialists, Cultural Specialists, Part-Time Teachers, Grade Co-ordinators, Subject Co-Ordinators, Teacher Consultants, Curriculum Specialists, Assistant Principals and Principals.

Notwithstanding that the bargaining unit status of the Principal and/or Director, Coordinators and Instructors of the Teacher Education program is set out in s.41(1.4)(a) of the *Public Service Act*, the Employer will not initiate a change to the status of those employees who are on strength prior to February 21, 1996 and who are subject to a Collective Agreement between the Employer and the Association.

- (b) "Part-Time Teacher" is a teacher who possesses a valid Northwest Territories Teaching Certificate and who is employed less than full-time but on a regularly scheduled basis for at least three months.
- (c) "Substitute Teacher" means a person employed to perform the normal duties of a teacher who is absent.
- (d) "Night School Teacher" means a person employed to teach at any time other than during the regularly scheduled school day.
- (e) "Contract Teachers" are employees hired on the basis of an individual contract to perform certain specified duties.
- (f) a "Term Teacher" means a teacher, other than a substitute or indeterminate teacher, who possesses a valid Northwest

Territories Teaching Certificate and who is employed for a fixed period.

**(23)** "Point of Departure" means **Edmonton**.

(24) "Point of Recruitment" means the community the employee resided in at the time of initial appointment to the Public Service.

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

(1) if defined in the *Education Act*, have the same meaning as given to them in the *Education Act*; and

(2) if defined in the *Public Service Act*, but not defined in the *Education Act*, have the same meaning as given to them in the *Public Service Act*; and

(3) if defined in the *Interpretation Act*, but not defined in the *Education Act* or the *Public Service Act* have the same meaning as given to them in the *Interpretation Act*.

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

### **ARTICLE 3**

#### APPLICATION

3.01 This Agreement applies to and is binding upon the Association, the Members of the Bargaining Unit, the Employer and any successor Employer.

### **ARTICLE 4**

#### FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

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

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

## ARTICLE 5

### MANAGERIAL RESPONSIBILITY

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

## ARTICLE 6

### BREACH OF CONTRACT

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

## ARTICLE 7

### INFORMATION

- 7.01 The Employer agrees to provide to the Association in writing:
- (1) as soon as possible after appointment, the name and location of each new employee;
  - (2) once each academic year, a statement of:
    - (i) the name and geographic location of each employee;
    - (ii) the distribution of teachers according to qualifications and experience;
    - (iii) the gross basic salary of teachers; and
    - (iv) the number of teachers receiving each allowance specified in Appendix "A" of this Agreement.
  - (3) before they are issued, **from the Department of Education, Culture and Employment, and/or the Director of a Divisional Education**

**Council or their designates**, copies of all Personnel Directives affecting members of the Bargaining Unit **or other material that will be distributed to all members of the Bargaining Unit.**

- 7.02 (a) The Employer agrees to make every effort to advertise in the schools of the NWT, all vacant positions within the Bargaining Unit, and all vacant positions of responsibility within the Department of Education, Culture & Employment, as they arise.
- (b) If notice of a job opening does not arrive before the closing date for applying, the employee's application will be given due consideration if the position has not been filled.
- (c) If candidates are equally suitable, preference in hiring will be given to teachers who are residents in the NWT.

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

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

The employee will take the Oath of Office and Secrecy upon appointment.

- 7.04 (1) **Not later than September 1 of the current academic year,**
- (a) **the employer shall provide each school with both a hard copy and an electronic copy of the current Collective Agreement.**
- (b) **the employer will provide each employee with access to either a hard copy or an electronic copy of the Collective Agreement;**
- (2) **Upon request, a statement of accumulated sick and special leave credits;**

- (3) The Employer shall provide to each employee information regarding changes in conditions of service or other benefits not covered by this Agreement as they occur;**
- (4) Teachers shall receive a written explanation of all payments and deductions relating to their pay cheque on their first pay day in the academic year;**
- (5) The Employer shall provide a copy of the professional development log book to each employee at the start of the academic year and thereafter upon request.**

7.05 Any employee who receives a notice of transfer will receive a current schedule of allowable transfer expenses from the Employer.

7.06 If possible, the Employer will provide an orientation package for all new teachers.

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

7.07 Upon reasonable notification, the Employer will permit access to the school staff room and may permit access to other parts of the school to an accredited representative of the Association.

Permission to enter the Employer's premises will not be unreasonably denied.

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

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

## **ARTICLE 8**

### LEAVE FOR ASSOCIATION PRESIDENT

8.01 (a) A teacher elected as President of the Association will be granted leave of absence for the term of office.

- (b) During the leave of absence, any accumulated rights and benefits which the President is entitled to under the Agreement will be maintained. No additional rights and benefits will accrue during this period.
- (c) The Employer will continue to pay the President at the applicable salary in accordance with this Agreement. The Association will reimburse the Employer for the amounts paid at the intervals requested by the Employer.
- (d) The benefits of any group plans to which the President was entitled before the leave of absence will continue during the leave. The Association will reimburse the Employer for any costs involved.
- (e) Presidents will be offered their former position upon termination of a leave of absence that does not extend beyond four years.  
  
Presidents who refuse their former position or whose leave extends beyond four years will be offered a comparable position.
- (f) A President who is not already at the maximum experience level will be entitled to an experience increment for each year of leave.
- (g) The President shall advise the Employer as soon as possible, when an extension is applicable due to re-election.

## ARTICLE 9

### TIME OFF FOR ASSOCIATION BUSINESS

- 9.01 The Employer will grant time off with pay to an employee (and/or representative) attending grievance, arbitration, or Board of Reference hearings.
- 9.02 Where operational requirements permit, the Employer will grant:
  - (i) leave with pay to four employees to attend contract negotiations for the duration of the negotiations;
  - (ii) leave with pay to a reasonable number of employees to meet with management on behalf of the Association;
  - (iii) leave **with pay** to **four** employees to attend meetings to prepare for negotiations **to a maximum of five days.**

- (iv) leave without pay to a reasonable number of employees to attend Executive Council meetings, conventions of the Association, or other Association business.

## **ARTICLE 10**

### CHECK OFF

- 10.01 The Employer will deduct the membership dues from the monthly pay of all employees.
- 10.02 The Association will inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 10.03 For 10.01, deductions from pay for each employee will start with the first day of employment, to the extent that earnings are available.
- 10.04 No employee organization other than the Association, may have membership dues or money deducted by the Employer from the pay of employees.
- 10.05 The amounts deducted in accordance with 10.01 will be forwarded to the Treasurer of the Association by cheque within 30 days.
- 10.06 The Employer will make payroll deductions for Canada Savings Bond, upon appropriate documentation.
- 10.07 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 10.08 The Employer agrees to include on each employees' T-4 taxation slip a statement of Association membership dues collected from that employee for that taxation year.
- 10.09** Substitute teachers pay Association dues based on each **day of** service provided to the Employer. The Employer will deduct membership dues before making wage disbursements and will remit them to the Association. The Employer will make every effort to remit the dues within 30 days of the deduction. The remittance will identify the employee and the deduction made on behalf of the employee.

## **ARTICLE 11**

## DUTIES AND RESPONSIBILITIES

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

## **ARTICLE 12**

### CONTRACT TEACHERS

- 12.01 No one will be employed on a contract basis for teaching duties in elementary or secondary schools under the jurisdiction of the Department of Education, Culture & Employment of the Northwest Territories.
- 12.02 Notwithstanding 12.01, the Employer may employ on contract any person to instruct cultural, religious or native language programs other than those that are normally part of the regular school program.

- 12.03 Teachers may be hired to meet operational requirements such as leave replacements, in relation to programs of a fixed duration or without ongoing funding, for principal positions, or in relation to or in support of training. The Employer will not use term employees to avoid the probationary process.

**At the start of the school year and after the Christmas break, the Employer will provide the NWTTA with a listing of term teachers and the reasons for the terms. A representative of the Department of Education, Culture and Employment and the President of the NWTTA will meet to discuss any anomalies and address them.**

## ARTICLE 13

### SPECIAL LEAVE

#### Credits

- 13.01 (1) Employees earn one-half day of Special Leave credits for each calendar month for which they receive pay. An employee may have a maximum credit of **30** special leave days at any one time. As credits are used, they continue to be earned up to the maximum.
- (2) For 13.01, an employee is deemed to have received pay for at least ten days in the months included in the school calendar as summer holidays. To qualify, the employee must continue in the employment of the Employer at the start of the following academic year.
- (3) If sufficient credits are available, the Employer will grant Special Leave to employees in the following circumstances:
- (i) up to five consecutive working days if the employee attends the funeral of a member of the immediate family;
  - (ii) two days after the employee receives notification of a death in the immediate family if the employee does not attend the funeral;
  - (iii) three days to attend the funeral of the employees brother-in-law or sister-in-law;
  - (iv) two days on the birth of a male employee's child or the subsequent return of his family to his place of residence; they may be divided into two parts and taken on separate days;
  - (v) two days on the adoption of a child;
  - (vi) two days for a teacher's wedding or graduation, the wedding of the teacher's child, or the graduation of the teacher's spouse or child.
  - (vii) up to five consecutive working days if the employee is unable to report to work as a result of an illness in the immediate family where a medical certificate supporting the illness is provided.**

- (4) If sufficient credits are available, the Employer may grant Special Leave to employees in the following circumstances:
- (i) If circumstances not directly attributable to the employee, including illness in the immediate family, prevent reporting for duty;
  - (ii) Serious household or domestic emergencies;
  - (iii) A general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
  - (iv) Serious community emergencies if the employee is required to help;
  - (v) To attend divorce, separation, custody or adoption proceedings before a court of law as a party to such action;
  - (vi) Under specific circumstances, to extend the bereavement leave referred to in 13.01(3)(i) above;
  - (vii) In applying 13.01(4)(i), the Superintendent/Director of Education will grant the leave if the request is reasonable under the circumstances.
- (5) One day of special leave credits each year may be used at the employee's discretion if enough notice is given to the Supervisor; subject to:
- operational requirements;
  - the leave not being taken in conjunction with any holidays except with the approval of the Board Director/Superintendent; and
  - a \$127.00 deduction from pay.

#### Advance of Credits

- 13.02 The Superintendent/Director of Education may grant up to a maximum of five days Special Leave to an employee who doesn't have enough credits. Advanced leave will be deducted from future Special Leave credits.

**ARTICLE 14****SICK LEAVE****Credits**

- 14.01 (1) (a) Each full-time employee will be advanced 15 days of Sick Leave at the start of the academic year. The advancement of credits will be pro-rated for employees hired after the start of the academic year.
- (c) Part-time employees will earn one and one-half days Sick Leave credits for each month of full-time employment or its equivalent.
- (2) Upon appointment, employees will be credited with unused sick leave credits earned with a previous employer of teachers within the Northwest Territories.
- (3) Notwithstanding the above, if circumstances warrant, the Employer will advance up to 15 days Sick Leave credits. The advanced credits will be charged against future credits as earned.
- (4) Sick Leave credits not used shall accumulate to the credit of the employee.
- (5) Any Sick Leave taken but not earned will be recovered from money payable to the employee.
- 14.02 (1) An employee who has the necessary Sick Leave credits will be granted Sick Leave with pay for illness or injury on a normal working day. The request must be supported by a completed Sick Leave form.
- In addition, a certificate from a qualified medical practitioner certifying that the employee was unable to carry out duties due to illness or injury, must be submitted under the following circumstances:
- (a) for Sick Leave over three working days;
- (b) for any additional Sick Leave in a fiscal year when, in the same fiscal year, the employee has been granted nine days Sick Leave without producing a medical certificate.

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

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

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

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

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

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

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

#### Medical Transportation Assistance

14.07 (1) Employees and their dependants who are required to travel from their residence in the NWT to get medical or dental treatment, will have their travelling expenses reimbursed subject to the following:

- (2) (a) Payment will not exceed return transportation to the employee's point of departure or the nearest place where adequate treatment is available, whichever results in less expense, and seven days hotel accommodation and meal costs in accordance with the rates specified in the Duty Travel Appendix of this Agreement.

In addition, required taxi or limousine charges will be reimbursed.

- (b) Employees or their dependants who receive specialized treatment as outpatients, will be reimbursed for accommodation, meals and local transportation expenses based on a per diem

rate in the Duty Travel Section of this Agreement. This applies for periods over seven days, but not to exceed thirty days.

- (c) The cost of overnight hotel accommodation enroute will be reimbursed if travel to the treatment centre is interrupted, due to inclement weather conditions, or to circumstances completely beyond the employee's control.
- (3) Payment will not be made unless the claim is supported by a certificate from a qualified medical or dental practitioner stating that the treatment was:
- non-elective, and
  - required for the health of the patient, and
  - could not be provided by facilities or services available at the community in which the employee is resident, and
  - for orthodontic treatment, approved by the dental committee established by the NWT Department of Health using the criteria established by the Medical Services Branch of Health and Welfare Canada in its Schedule of Dental Services for the NWT.
- (4) In addition to the expenses previously outlined in this Article, travelling expenses for another person may be approved up to those outlined in (2)(a) and (2)(c) if:
- a qualified medical or dental practitioner certifies that it is necessary for the patient to be accompanied by some other person; and
  - the Employers approval is obtained.
- (5) (a) If someone other than a medical attendant or person designated by Health and Social Services accompanies the patient, where applicable, it will be the spouse or the parent.
- (b) An employee who is the escort for a member of the immediate family, may be granted Special Leave for non-elective medical evacuation only. Travel time, as defined under 14.08, will not be granted for this escort duty.
- (c) Employees who are escorts for members of their immediate family for orthodontic or elective medical escort purposes will not be granted travel time for escort duty. Leave without pay will apply.

- (6) Medical escort travel assistance for orthodontic visits will only be paid if the child is under 18 years.
- (7) Any travel assistance recovered by the employee under a group surgical or medical plan to which the Employer and the employee share the premium will be repaid to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- (8) There will be no duplication of this benefit if an employee and one or more dependants work for the Public Service.
- (9) This does not apply to an employee's dependants where this benefit is provided to the employee's dependants by another employer.
- (10) This Article does not apply to initial consultation visits for orthodontics.
- (11) A pregnant employee, required by her doctor to leave her place of residence in the Northwest Territories and to stay in another community while she awaits the delivery of her child, will be eligible for the provisions of this Article.

#### Travel Time

- 14.08 Except as otherwise provided in 14.07(5)(b) and 14.07(5)(c), every employee who is travelling to a medical centre under 14.07 may be granted leave of absence with pay. The leave will not be charged against sick leave credits. The leave is for the actual time taken to travel from the employees post to point of departure and return, up to a maximum of three days. The Employer's approval is necessary.

## **ARTICLE 15**

### OTHER TYPES OF LEAVE

#### Court Leave

- 15.01 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:
- (a) to serve on a jury; or

- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

#### Injury-On-Duty Leave

- 15.02
- (1) An employee will be granted Injury-On-Duty leave with pay for a reasonable period as determined by the Employer, in conjunction with the Workers' Compensation Board. The Leave is provided for employees unable to perform their duties because of:
    - (a) personal injury accidentally received in the performance of duties and not caused by the employee's wilful misconduct;
    - (b) sickness resulting from the nature of the employment; or,
    - (c) exposure to hazardous conditions in the course of employment.
  - (2) Injury-On-Duty leave will be granted only if the employee agrees to pay to the Northwest Territories Consolidated Revenue Fund any amount received for loss of wages in settlement of any claim for the injury, sickness or exposure.
    - (a) The Employer will forward Workers' Compensation Board Claims to the Workers' Compensation Board on behalf of employees.
    - (b) All Injury-On-Duty leave requests must be accompanied by Workers' Compensation Board claims.

#### Public Service Interviews

- 15.03
- An employee who participates in a personnel selection process for promotion or transfer to a position in the Public Service is entitled to leave of absence with pay for:
- the period the employee's presence is required for the selection process; and
  - for periods the Employer considers reasonable for travel time.

Maternity Leave

- 15.04 (a) (i) A pregnant employee must notify the Employer at least 15 weeks before the expected date of the termination of her pregnancy.

She will, 11 weeks before the expected date of the termination of her pregnancy, be granted leave without pay for a period ending not later than 26 weeks after the date of the termination of her pregnancy.

This is subject to 15.04(a)(ii).

- (ii) The Employer may:
- (a) upon written request from the employee, defer the start of maternity leave or terminate it earlier than 26 weeks after the date of the termination of her pregnancy;
  - (b) grant maternity leave to start before 11 weeks before the expected termination of her pregnancy;
  - (c) require a medical certificate certifying pregnancy.
- (iii) Leave granted under this Clause will be counted for the calculation of "continuous employment" for the purpose of calculating severance.

- (b) (i) After completion of six months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of **employment** insurance benefits pursuant to section **22** of the **Employment Insurance Act**, will be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (ii) An applicant under 15.04(b)(i) must sign an agreement that:
- (a) she will return to work and remain for at least six months or a shorter period if the Employer agrees;
  - (b) she will return to work on the date of the expiry of her maternity leave, unless the date is changed with the Employer's consent.

- (iii) If the employee doesn't return to work as per 15.04(b)(ii), she owes the Employer the amount received as maternity leave allowance.
- (c) Payments made according to the Supplementary Unemployment Benefit Plan will be up to a maximum of 17 weeks. The Employer is not responsible for any consequences of an **employment insurance** benefit overpayment nor is it responsible for providing any additional payments in respect of maternity leave should the employee's benefits be affected by tax, **employment** insurance or legislative provisions. Payments are determined as follows:
- for the first two weeks, payments equivalent to 93% of her weekly rate of pay;
  - for up to a maximum of an additional 15 weeks, payments equivalent to the difference between the **employment** insurance benefits she is eligible to receive and 93% of her weekly rate of pay.
    - (i) for a full time employee, the rate of pay will be that to which she would be entitled had she been at work the day the maternity leave commenced;
    - (ii) for a part-time employee the part-time rate of pay is based on the part-time rate of pay she would be entitled to had she been at work the day maternity leave started.
    - (iii) employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
    - (iv) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payment under the plan.
    - (v) an employee who becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under 15.04(b)(i), will have payments adjusted accordingly.
- (d) If reasonable within operational requirements, the Employer will change the working conditions of a pregnant employee if there is a written

statement from her physician that they may be detrimental to her health or that of the fetus. If it is not reasonable to change the working conditions, the employee will be granted a leave of absence without pay for the time of her pregnancy.

#### Adoption Leave

- 15.05 (1) (a) Where an employee satisfies the Employer that a child is being adopted and adoption leave is required, the employee will be granted up to one year of adoption leave. It will start on the date when custody is accepted. The child must be below the age of majority. The leave will not be unreasonably withheld.
- (b) An employee will make every effort to provide reasonable notice to the Employer of a request for adoption leave. The employee must 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.
- (2) Adoption leave is included in the calculation of "continuous employment" for severance purposes.
- (3) (a) An employee will be entitled to the Supplementary Unemployment Insurance Benefit Plan if the following conditions are met:
- (i) six months of continuous employment;
  - (ii) proof of application and receipt of **employment** insurance benefits; and
  - (iii) an agreement is signed with the Employer to return to work after the adoption leave is over and remain in the Employer's employ for a least six months. The date of return to work may be changed with the Employer's consent.
- (b) An employee who does not return to work after adoption leave must reimburse the Employer the amount received under the Supplementary Unemployment Insurance Benefit Plan. An employee who returns to work for less than six months will have the amount which must be reimbursed prorated, according to the number of months for which pay was received. An exception is made for the employee's death, disability or lay-off.

- (c) The amount under the Supplementary Unemployment Insurance Benefit Plan, when added to the **employment** insurance benefits, will allow the employee to have a maximum of 12 weeks payments equivalent to 93% of the weekly rate of pay immediately before the adoption leave. These payments will consist of the following:
- (i) for the first two weeks, payments equivalent to 93% of the employees weekly rate of pay. For an additional ten weeks, payments equivalent to the difference between the **employment** insurance benefits the employee is eligible to receive and 93% of the employee's weekly rate of pay.
  - (ii) employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
  - (iii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- (4) 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 adoption leave should the employee's benefits be affected by tax, **employment** insurance, or legislative provisions.
- (5) Special Leave without pay will be granted to any employee required to be in attendance at Court for adoption proceedings.

Attendance at Courses at the Request of the Employer

- 15.06 (1) An employee who attends a course at the request of the Employer is considered as on duty. Pay and allowances will be determined accordingly.
- (2) An employee returning for a further tour of duty who attends a course at the request of the Employer during July and August will be paid:
- an allowance for each day of the course in accordance with the employee's daily rate of pay,
  - return transportation from the point of departure,
  - support of \$10 per day, and

- cost of tuition and books.

#### Pedagogic Leave

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

#### Teacher Exchange

- 15.08 (1) The Employer and the Association recognize the value of education exchanges. They agree to promote and encourage education exchanges where feasible.

#### Leave to Work for Another Employer

- (2) (a) An employee with five or more years of continuous teaching experience in the service of the Employer may be granted leave without pay to work for another Employer.
- (b) Employees granted leave under Paragraph 15.08(2)(a) will be granted travel and removal expenses to their point of departure. They will be granted return travel and removal expenses to their place of employment after the end of the leave.
- (c) An employee granted leave under Paragraph 15.08(2)(a) will return to work for the Employer for one year following the end of the leave.
- (d) Applications for benefits under Paragraph 15.08(2)(a) will be submitted no later than March 15 of the year the leave starts.
- (e) Applications received for benefits under Paragraph 15.08(2)(a) will be considered by the Professional Improvement Committee.

#### Examination Leave

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

#### Leave for Other Purposes

- 15.10 (a) (1) Subject to prior approval, employees may be granted leave before the last day of June to allow them to attend the start of a summer school course.
- (2) Subject to prior approval, employees may be granted leave with pay following the start of the academic year to allow them to attend a summer school course until it is over.
- (3) Application for leave under 15.10(a)(1) or 15.10(a)(2) will be submitted no later than 30 days before the end of the academic year.
- (b) The Employer may grant leave with pay for purposes other than those specified in this Agreement including military or civil defence training, fire fighting service and emergencies affecting the community or place of work.
- (c) The Employer may grant leave with or without pay for any purpose.

#### Leave - General Provisions

- 15.11 (1) The following categories of leave will be granted in accordance with this Agreement, provided the employee notifies the immediate supervisor at once that the leave is required:
- (a) sick leave (Article 14);
- (b) bereavement leave (13.01(3));
- (c) illness in the immediate family (13.01(4));
- (d) leave for the birth of a child (13.01(3));
- (e) leave for fire fighting service, and other emergency service (15.10(b));
- (f) discretionary leave (13.01(5)).
- (2) The employee will obtain prior approval from the Superintendent/Director of Education's office before going on any leave other than those listed in 15.11(1).
- 15.12 Except where termination of employment results from death or lay-off, any unearned leave with pay may be recovered at termination.

- 15.13 A teacher requested by the Employer to report for duty for more than 195 school days, and who is required to be paid, will be paid a daily per diem rate. The rate is calculated by dividing the teacher's salary by 195 days for each full day the teacher works.
- 15.14 An employee elected to municipal or local government must make every effort to schedule duties of office outside of school hours. If this is not possible, the Employer may, where operational requirements permit, grant leave with pay. The employee must remit to the Employer any honorarium received during the leave.

ARTICLE 16  
(deleted)

**ARTICLE 17**

PROFESSIONAL IMPROVEMENT

- 17.01 (a) A fund consisting of 2.25% of the gross basic salary of teachers to whom this agreement applies, calculated at the start of each academic year, will be used for the professional improvement of teachers to improve the quality and relevance of education to students in the Northwest Territories.
- (b) Any money remaining in the fund, at either the Central or Regional level at the end of either the fiscal or academic year, shall not lapse but shall be retained for future use.
- (c) **On or before September 1<sup>st</sup> of each year, the Professional Improvement Fund will be credited with an amount equal to the final adjusted contribution for the previous school year. The Department of Education, Culture and Employment will calculate the amount in 17.01(a) based on the number of teachers actually on strength on September 30<sup>th</sup> of the school year, and make an adjustment that will be paid into the fund by December 1<sup>st</sup> of the school year for any additional monies owed. If the amount paid into the fund on September 1<sup>st</sup> exceeds the amount based on the September 30<sup>th</sup> calculation, the Professional Improvement Fund will reimburse the difference based on an invoice submitted by the Department of Education, Culture and Employment.**

17.02 There shall be a Central Committee consisting of two members named by the Department of Education, Culture & Employment, one of whom may be a member of the Association, and two members named by the Association which shall administer the fund. The Committee shall operate by consensus, and shall determine its own procedure, subject to the general directions and requirements provided for in this Article.

17.03 The fund shall be divided into two parts:

(1) Up to 60% of the money in the fund will be directly administered by the Central Committee to provide such things as:

(a) a minimum of **three** leaves with allowances and a minimum of **three** leaves without allowances. These leaves must be granted providing there are sufficient qualified applicants for such leaves;

(b) funding to support the publication of journals;

(c) extra ordinary funding to meet regional needs;

(d) any other matter that in the Committee's opinion furthers the objects of the fund.

(2) The balance of the money in the fund shall be allocated to the regions on the following basis:

1.  $\frac{\text{Balance in fund}}{\text{Total \# of Teachers}} = \$X \text{ per teacher}$

2. Zone 1 receives  $(\frac{1}{2}X) \times (\# \text{ of teachers})$

3. Zone 2 receives  $(\$X) \times (\# \text{ of teachers})$

Note:

Zone 1 consists of: South Slave Division

Zone 2 consists of: Beaufort Delta Division  
Sahtu Division  
Dehcho Division  
Dogrib Division

Note: The parties agree in principle to the existing two committee structure in the South Slave Division.

- 17.04 In each Division there shall be a four person committee operating by consensus in a progressive and collegial manner, consisting of two appointees of the Superintendent/Director and two appointees of the NWTTA Regional Executive. This Committee shall distribute money received from the central fund and coordinate and approve professional improvement activities. Where the Committee has approved an Application for professional improvement, the Employer shall not unreasonably withhold approval for leave. In the event of an impasse, the issue in dispute may be referred, by any two appointees, to an appeal committee comprised of an Assistant Deputy Minister of Education, Culture & Employment or designate and a representative of the Association who shall decide the matter within 14 calendar days of such referral.
- 17.05 Without restricting the generality of the term Professional Improvement, such improvement shall be determined by the teachers and may include workshops, seminars and/or conferences on a community, area, regional or territorial basis in curriculum, disciplines and specialties being taught in the schools of the Northwest Territories for the purpose of improving teachers' professional insights, knowledge and teaching skills. Such activities may be held in or out of the Northwest Territories. The teachers in each Region, through their Regional Executive shall decide on the conference venue, dates and format. Where the Committee has approved an application for professional improvement, the Employer will not unreasonably withhold approval for leave.
- 17.06 Notwithstanding 17.08 teachers who attend Professional Improvement workshops, conferences or seminars outside of the Northwest Territories shall receive out of the fund, reimbursement for expenses incurred. The Regional Committee has the discretionary capacity to apply the Duty Travel Regulations to the extent that teachers may receive, in addition to the reimbursement for travel to the Regional Headquarters, the following reimbursement for travel beyond the teachers Regional headquarters:
- (a) in Zone 1 - less but not more than \$1,000.
  - (b) in Zone 2 - less but not more than \$1,200.
- 17.07 (1) Applications for educational leave or assistance shall be made to the Central Committee which shall approve the maximum number of applications subject to operational requirements and the best interests of education in the Northwest Territories. Applications shall specify the

length and nature of the leave or assistance requested and outline the intentions and goals of the teacher making the application.

- (2) (a) Applications for leave with or without allowances shall be submitted no later than March 1st of the year in which the leave will start or the assistance be used.
- (b) Applications for assistance during the summer vacation period shall be submitted no later than May 15 of the year in which leave will commence or assistance be used.
- (c) Amend to read: Applications for any other types of assistance shall be made at least 60 days before it is needed.
- (3) The Committee shall inform each applicant of its decision prior to March 31st of the year in which leave would commence or assistance be required.
- (4) Where the Committee has approved an application for professional improvement, the Employer shall not unreasonably withhold approval for leave.

17.08 (1) Leave with Allowances

- (a) A teacher with four or more continuous years of teaching experience with the Government of the Northwest Territories may be granted leave for professional purposes for varying periods of up to one year to attend a recognized institution for additional education and training.
- (b) The following entitlement shall be granted to an employee receiving leave under Article 17.08(1)(a):
  - (i) an allowance, in lieu of salary, of 60% of salary or 60% of the category V maximum, whichever is the lesser.
  - (ii) where leave granted is for a full academic year, the employee shall receive travelling and removal expenses from the place of employment to the location of the educational institute and return travelling and removal expenses to the place of employment as approved by the Central Committee.

- (iii) where leave granted is for other than a full academic year, the employee shall receive removal and travelling expenses from the place of employment to the point of departure and return removal and travel expenses from the point of departure to the place of employment as approved by the Central Committee.
  - (iv) a guarantee to be returned to the former position or such other mutually agreed upon position or in a subject and/or grade level in which the employee is competent at the basic salary not less than that received before leave was taken.
  - (v) credit for one years teaching experience for salary purposes provided that the teacher will not receive as a result of the studies a qualification increment to a higher salary category and that the teacher is not already at the maximum experience level.
  - (vi) tuition and lab fees, but not books, course materials or student fees as follows:
    - up to \$10,000 (Cdn) where the course is in Canada; and
    - up to \$5,000 (Cdn) where the course is outside of Canada.
- (c) A teacher granted leave under Article 17.08(1)(a) who:
- (i) fails to successfully complete the course; or
  - (ii) does not resume employment with the **bargaining unit;**  
**or**
  - (iii) ceases to be employed before termination of the period that was undertaken to serve after completion of the course;
- shall repay the fund all allowances paid to during the leave or such lesser sums as determined by the Central Committee.

(2) Leave Without Pay or Allowances

- (a) (i) A teacher may be granted Leave Without Pay or Allowances to take courses equivalent to not less than a full academic year (normally of not less than seven months duration);
- (ii) A teacher may be granted leave without pay for any other purpose accepted by the Committee.
- (b) the following entitlement shall be granted to a teacher receiving leave under Article 17.08(2)(a):
  - (i) removal and travelling expenses to the point of departure and return removal and travelling expenses to the place of employment;
  - (ii) credit for one years teaching experience for salary purposes provided that the teacher will not receive as a result of the studies a qualification increment to a higher salary category and that the teacher is not already at the maximum experience level;
  - (iii) tuition and lab fees, but not books, course materials or student fees in full or in part, as approved by the Central Committee;
  - (iv) a guarantee of a position for which the teacher is qualified.
- (c) Leave Without Pay or Allowances may be granted for periods shorter than those specified in Article 17.08(2)(a), however, the entitlement specified for leave described under 17.08(2)(a) shall not be applicable.

(3) Short Term Assistance

- (a) A teacher may be granted assistance to attend a university, a northern institute as approved by the Professional Improvement Committee or professional course held during the regular vacation period or, when operational requirements permit, held during the academic year.

- (b) Each teacher who is granted assistance under 17.08(3)(a) shall be eligible to receive the following subsidies conditional upon successful completion of the course:
- (i) course and lab fees but not books or course materials or student union fees;
  - (ii) a per diem allowance of \$25 from the date of course commencement only until the final date of the course up to and including the date of the final examination;
  - (iii) transportation from the point of departure to the place where the course is given and return to the point of departure;
  - (iv) the total amount of subsidy for any recipient shall not exceed \$2,000;
  - (v) teachers receiving benefits under Article 17.08(3) will not be entitled to extra duty pay.

17.09 Where prior approval of the Professional Improvement Committee has been obtained, an employee who successfully completes a university credit correspondence course shall be granted reimbursement of tuition fees, as follows:

- where the course is in Canada, 100%;
- where the course is outside Canada, up to \$1,000 (Cdn).

## **ARTICLE 18**

### SEVERANCE PAY

#### Lay-off

18.01 An employee who is laid off after one year or more of continuous employment is entitled to Severance Pay at the time of lay-off.

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

- Ten days pay for the first, and four days pay for each succeeding, complete year of continuous employment.

- Subtracted from this will be any period for which the employee was granted severance pay, retiring leave or a cash gratuity in lieu by the Employer.
- The total amount of severance pay which may be paid under this Clause will not exceed 140 days pay.

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

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

#### Termination

18.04 Provided that an employee gives no less than two months notice of an intention to terminate, or any shorter period as the Employer may agree, an employee who has ten years or more years of continuous employment, is entitled to be paid on termination from the public service, severance pay equal to the amount obtained by multiplying twice their daily rate of pay on termination by the number of completed years of their continuous employment to a maximum of 26. In the event of death, the estate of the employee shall be paid severance pay according to the formula as set out above.

## **ARTICLE 19**

### RESIGNATION AND PROBATION

#### Hiring, Probation and Termination

##### Hiring

19.01 No person will be employed as a teacher without holding a valid Canadian Teaching Certificate issued by a province or territory.

##### Probation

19.02 Subject to 19.03 teachers who have less than two years teaching experience in the NWT will be hired on a probationary contract until they have completed two years of service.

19.03 Notwithstanding 19.02, a teacher who previously was a tenured teacher in another province or territory may be requested to enter into a probationary contract of two years or may have the probationary period reduced by the Employer.

19.04 A teacher who comes on staff before December 23 of the academic year and remains on staff for the balance of that year will be deemed to have served a year of probation at the end of the academic year.

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

19.05 The Employer and the Association agree to the desirability of providing advice, assistance, and assessment of teachers on probation. Where operational requirements permit, the Employer will arrange for two visits by supervisory personnel to the classroom of each probationary teacher each year.

19.06 (a) An employee who is promoted will be on probation in the new position for up to one year.

(b) Subject to 19.06 (a) the employee's performance during this probationary period will not adversely affect the employee's status before promotion.

#### Dismissal

19.07 The contract of employment of a teacher on probation may be terminated by:

- mutual consent;
- dismissal for cause or incompetence; or
- at the end of an academic year by notice in writing. The notice must be delivered by registered mail to the teacher at least 60 calendar days before the end of the closing day of the school in which the teacher is employed.

19.08 The Employer will not terminate the contract of employment of teachers who have successfully completed their probationary period, except by mutual consent or for cause or incompetence.

19.09 No teacher will be dismissed, demoted or suspended for disciplinary reasons without just cause. The grounds for the disciplinary action must be given in writing when notified by the Employer.

Lay-Offs

- 19.10 "Lay-Off" means the termination of a teacher's contract because the teacher's position is eliminated or has become redundant and no comparable, alternate position for which the teacher is qualified is available. Where it is determined by a board that a lay-off is necessary within its jurisdiction and where natural attrition, transfers and leaves of absences do not effect the necessary reductions in staff, in recognition of the value of teachers with long service, the board shall give fair consideration to retaining qualified teachers having the greatest continuous employment with the Employer. For purposes of applying this article a qualified teacher is one possessing the necessary academic qualifications, training and experience for a specific teaching position.
- 19.11 No teacher will be laid off until the **Divisional Education Council** has determined that the teacher cannot be accommodated elsewhere within its jurisdiction.
- 19.12 A lay-off will be effective only at the end of the academic year.
- 19.13
- (a) In the event of an impending lay-off representatives of the board shall contact the regional president of the Association, or his/her designate, to discuss the implications of the lay-off, and shall provide the regional president and the central office of the Association with a list of teachers who have received notice of lay-off in writing.
  - (b) A teacher who is laid off will be notified in writing as soon as possible, and in any event not later than 45 calendar days prior to the last day of the academic year. A copy of article 19 shall accompany the written notification.
  - (c) Teachers given lay-off notice will have priority in all vacant teaching positions for which they are qualified during the notice period, as follows:
    - within the teachers' board;
    - within other boards.
  - (d) The lay-off of a teacher who is notified after the time period specified in 19.13(b) will not be effective until the end of the subsequent academic year.
- 19.14 (a) A comparable vacancy which occurs within the following year, will be offered to any teacher who has been laid off and is still unemployed. The teacher must be qualified for the position. It is the responsibility of the

laid off teacher to become aware of a vacant position and to submit an application for it.

- (b) In recognition of the value of teachers with long service, the board shall give fair consideration to redeploying qualified laid off teachers having the greatest continuous employment with the Employer.
- 19.15
- (a) Where there are indeterminate, probationary and term teachers in similar positions, every reasonable effort will be made to terminate the term and probationary teachers to avoid lay-offs.
  - (b) Any indeterminate teacher who relocates to another GNWT teaching position under this article is deemed to be moving at the Employer's request.

#### Resignation

- 19.16
- (a) A teacher who wishes to resign effective the last day of the academic year shall provide written notice of this intent no later than sixty (60) calendar days before the last day of the academic year.
  - (b) A teacher who resigns after the dates in 19.16(a) will not be entitled to removal expenses unless the resignation is accepted without prejudice.

## **ARTICLE 20**

### CONTINUING BENEFITS OF THE RETURNING EMPLOYEE

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

## ARTICLE 21

### GRIEVANCE AND ARBITRATION PROCEDURES

#### Definition of Grievance

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

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

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

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

#### The Final Resolution of Grievance

21.02 Grievances arising out of the circumstances described in 21.01 which are not resolved during the grievance procedure described in 21.05, may be finally resolved as follows:

- (a) Grievances concerning 21.01(a), or 21.01(c) or 21.01(d) will be finally resolved by reference to arbitration in accordance with the procedure in 21.05;
- (b) Grievances concerning 21.01(b) will be finally resolved by reference to the Chairman of the Financial Management Board;

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

Employees will send a copy of each grievance to the Association and the Employer will send a copy of any replies to the Association.

Employees may present their grievances personally or through an agent.

**Notwithstanding the provisions of Article 2.01(12), a substitute teacher has access to the grievance procedure.**

21.04 The Association may invoke the grievance procedure at Step 3 if the Association alleges that a grievance has arisen that is not one that may be the subject of a grievance by an employee.

Grievance Procedure

21.05 The grievance procedure will consist of the following steps:

Step 1

The grievor, with the assistance of the Association, will notify the relevant Superintendent/Director of Education of the nature of the complaint within 20 working days of becoming aware of the incident giving rise to the complaint.

The Superintendent/Director of Education will enter into discussions with the grievor and the Association in an effort to resolve the complaint. If the complaint is not resolved within ten working days of receipt of the complaint, the grievor and the Association may forward the grievance to Step 2.

Step 2

The grievor, with the assistance of the Association, will notify the relevant Superintendent/Director of Education of the nature of the complaint in writing within 40 working days of becoming aware of the incident giving rise to the complaint. A meeting between the grievor, the Association and the Superintendent/Director of Education may be held within 10 working days of receiving the written grievance, if additional information is required to resolve it.

The parties will review the circumstance of the grievance in an attempt to resolve it.

The Superintendent/Director of Education will provide to the grievor and the Association a written decision, with reasons, concerning the grievance within

ten working days of the meeting or 20 working days following receipt of the written grievance.

### Step 3

A grievor who is not satisfied with the decision at step 2 may, within ten working days of receiving the decision, forward the grievance in writing to the Executive Director of the Association and the Director of Labour Relations.

The Executive Director of the Association and the Director of Labour Relations or their delegates will meet to review the grievance to attempt to find a solution which they may recommend to the grievor and the Superintendent/Director of Education to resolve the grievance.

If the grievance is not resolved within 20 working days, the Association will notify the grievor and together they will determine whether the grievance will be forwarded to arbitration.

### Arbitration

- 21.06 If a grievance has been presented at third level and is not resolved it may be referred to arbitration, if final level of the grievance is to arbitration.
- 21.07 The time limits for completion of each stage of the grievance and arbitration procedure may be extended by mutual agreement of the Association and the Employer or the employee and the Employer if the Grievor is an individual employee.
- 21.08 (1) The Arbitrator has all of the powers granted to Arbitrators under Section 12 (1) (a) of the *Arbitration Act* in addition to any powers in this Agreement.
- (2) The Arbitrator will hear and determine the grievance and will issue a decision. The decision is final and binding upon the parties and upon any employee affected by it.
- (3) The Arbitrator will sign the award. Copies will be given to the parties to the dispute.
- 21.09 The Arbitrator does not have the authority to:
- alter or amend any of the provisions of this Agreement, or
  - substitute any new provisions, or

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

21.10 The Arbitrator has the authority to determine whether any matter is arbitrable. The Employer and the Association will each pay one-half of the remuneration and expenses of the Arbitrator. Each party will pay its own expenses.

21.11 An Arbitrator may determine that an employee has been dismissed, demoted or suspended contrary to Article 19.09, and may direct the Employer to reinstate the employee without any loss of salary and benefits.

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

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

21.12 As an alternative to the formal arbitration process set out in 21.06 to 21.11, by mutual agreement of the parties a grievance may be referred to someone who will hear the grievance and at the conclusion of the hearing, give a written order without reasons.

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

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

## **ARTICLE 22**

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

22.01 When as a result of a formal review, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given a copy of the formal review report.

22.02 The Employer will not introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, unless the employee was aware of the document at the time of filing or within a reasonable period.

- 22.03 Employees may have access to their personnel file at their Regional Headquarters at times convenient to the Employer and in the presence of an authorized representative of the Employer.
- 22.04 Upon presentation of a written request from the employee, an accredited representative of the Association may be supplied with information and copies of documents from the employee's personnel file. The employee must have specifically identified what information and documents are to be made available to the representative.
- There will only be two official personnel files, **one located in the Regional Financial Management Board Office and the other located in the Divisional Education Council Office.**
- 22.05 An employee's personnel file will be cleared of all adverse comments, reports or correspondence if the employee has been continuously employed for four years from the date of the last adverse comment, report or correspondence.
- 22.06 Employees may place documents on their Personnel file with the approval of their supervisor.

## ARTICLE 23

### RESPONSIBILITIES FOR SAFE WORKING ENVIRONMENT

- 23.01 (1) The Employer will make all reasonable provisions for the occupational safety and health of employees. The Employer welcomes suggestions on the subject from the Association.  
The parties will consult with a view to adopting and effectively carrying out reasonable procedures and techniques intended to prevent or reduce the risk of employment injury.  
Employees will carry out all reasonable provisions made for their health and safety by the Employer.
- (2) The Employer will comply with all applicable provisions of NWT health and safety legislation.
- 23.02 No teacher is required to report for duty at a school when the students, as a result of health or safety hazards, have been dismissed from the school. Such days, when the school is closed, will be deemed as sessional days.

- 23.03 (1) The parties agree that every teacher has a right to freedom from harassment in the workplace because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.
- (2) **All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with applicable policies and procedures. The parties agree that the employer has the right and obligation to impose remedial measures and/or disciplinary measures as and when required to ensure that the provisions of this article are observed and adhered to. The parties further agree that the employer shall take reasonable steps to ensure that the harassment stops. The Employer further agrees that victims of harassment shall be protected where possible from repercussions that may result from a complaint.**
- (3) Harassment includes any conduct, gesture or contact that is likely to cause offense or humiliation. It also includes perception, on reasonable grounds, of placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 23.04 (1) The Employer and the Association recognize that every employee has a right to freedom from assault in the workplace. Assault means physical assault, verbal assault or threatened assault.
- (2) When a teacher has suffered an assault, the Principal will immediately investigate the situation in accordance with the steps outlined in the *Education Act*, *Safety Act* and any other relevant jurisdictional policies and regulations.
- (3) The Principal will keep the school Association representative informed of ongoing developments for each situation under investigation.

## ARTICLE 24

### CONTRAVENTION OF THE *PUBLIC SERVICE ACT*

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

## ARTICLE 25

### EXTRANEIOUS DUTIES AND OUTSIDE EMPLOYMENT

- 25.01 The Employer and the Association recognize the undesirability of requiring teachers to perform functions other than those exclusively educational.
- 25.02 (1) The Employer and the Association recognize that some forms of outside employment are a conflict of interest with the teacher's normal duties and as such are undesirable.
- (2) (a) An employee who wishes to carry on business or engage in employment of a continuing nature at the community level will notify the Employer in writing of the business or employment.
- (b) Teachers wishing to carry on business or engage in employment of a continuing nature at the community level are advised to consult the Regulations pursuant to the *Public Service Act* and the Policy on Conflict of Interest.

## ARTICLE 26

### PRINCIPAL'S SCHOOL ADMINISTRATION TIME

- 26.01 The Employer undertakes to ensure that Principals are allowed adequate time free of teaching duties to perform their administrative duties.
- 26.02 Principals will accept the professional responsibility of having their schools operational on the first day of each school term, semester or other division of the academic year, provided the necessary staff and facilities have been allocated.
- 26.03 Principals, as part of their duties, are required to discuss with the Superintendent/Director of Education the effectiveness of education program delivery in their schools. This includes an analysis of the strengths and weaknesses of professional staff and the content, practices and procedures that relate to the education program of the school.

These discussions may include recommendations for appropriate remedial action and, subject to written notification being given by the Principal to the teacher concerned, may include recommendations for appropriate disciplinary action.

## **ARTICLE 27**

### **EVALUATION**

- 27.01 The prime purpose of evaluation will be the increased effectiveness of personnel in improving instruction.
- 27.02 All evaluations will be conducted openly and with the knowledge of the teacher.
- 27.03 **Teachers will be given an opportunity to address concerns which may be identified during the evaluation process.**
- 27.04 **The results of such evaluations shall be made known to the teacher concerned in a timely manner and, where results of evaluations are produced in written form, a copy will be given to the teacher concerned.**
- 27.05 **Proper security shall be maintained on teacher evaluation files. The evaluation files may only be viewed by the Director, the Assistant Director and authorized employees of the Employer. Any other person wishing to view the teacher's file may do so only with the written consent of the teacher. Teachers shall be permitted to view their own files at any mutually convenient time during the normal working office hours.**

## **ARTICLE 28**

### **JOINT CONSULTATION**

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

## **ARTICLE 29**

### **PROCEDURE FOR COMMENCEMENT OF NEGOTIATIONS**

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

### **ARTICLE 30**

#### DURATION AND RENEWAL

- 30.01 This Agreement shall come into effect on the first day of September **1999** except for those Articles or Clauses that are shown as coming into effect the date of signing.
- 30.02 This Agreement will remain in effect until the **31st day of August 2001**.
- 30.03 Notwithstanding 30.01, teachers whose academic year starts in the two month period immediately before **September 1, 1999**, will be subject to the terms and conditions of this Agreement from the start of the academic year.
- 30.04** Notwithstanding 30.02, this Agreement may be amended by mutual consent.
- 30.05** Notwithstanding the preceding, the provisions of this Agreement, shall remain in effect during the negotiations for its renewal.

**APPENDIX A****TEACHERS' QUALIFICATIONS AND REMUNERATION****ARTICLE A1****SALARY**

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

A1.02 Annual salary is calculated on the basis of a teacher working 195 days over a ten month period.

The 195 days include:

- a) five Professional Improvement days;
- b) up to 2.5 days which the Superintendent/Director may designate for Administrative days, In-service Training, or Parent-Teacher days.

The number of sessional days, Professional Improvement Days, Administrative days and In-service Training days may not exceed 195.

A1.03 Teachers are paid in accordance with the Employer's bi-weekly pay system during the academic year.

A1.04 Payment of salary for the period at the end of the academic year will be made on the last day of duty; for resigning teachers an amount equivalent to one pay period will be held until termination documentation is complete.

A1.05 (1) Teachers who reside in settlements which have a chartered bank will have their cheques delivered to them in previously sealed envelopes.

(2) Teachers who reside in settlements which do not have a chartered bank have the choice of having their cheques:

(a) delivered to them in previously sealed envelopes; or

(b) delivered to the bank of their choice in the Northwest Territories.

**(3) Teachers who have direct deposit will have their pay stubs delivered to them in previously sealed envelopes.**

- A1.06 A part-time teacher will be paid in accordance with verified qualifications and teaching experience as shown in Appendix "C". The amount will be pro-rated according to time actually spent on duty.
- A1.07 A teacher who does not have the minimum qualifications specified for Level 2 of the salary schedule will be paid at the minimum rate of Level 2.
- This does not apply to Language or Cultural Specialists. A Language or Cultural Specialist who does not have the minimum qualifications specified for Level 1 of the salary schedule will be paid at the minimum rate of Level 1.
- A1.08 No employee will lose salary because of an appointment to a position in a community where a revised academic year is in effect.
- A1.09 (1) A Language or Cultural Specialist substitute teacher will be paid the daily rate of \$163.00.
- All other substitute teachers will be paid the daily rate of \$169.00.
- (2) A person who holds no teaching qualification who is hired to perform the duties of a substitute teacher will be paid the daily rate of \$127.00.
- (3) Substitute teachers assigned to the duties of a teacher for a period of over five **consecutive** teaching days will be paid a salary in accordance with their qualifications for teaching experience.
- The amount is specified in the Articles of this Agreement relating to qualifications and salary.
- This is retroactive to the first day of assignment of the duties.
- A1.10 (1) If retroactive deductions are necessary, no continuing employee will have over 10% of gross earnings deducted per pay period.
- (2) Teachers who do not receive a pay cheque on their normal pay day, will receive a salary advance equal to their regular net pay in lieu of the pay cheque. The salary advance will be received on the teachers normal pay day.
- A1.11 New teachers and transferring employees who report for an orientation conducted by the Employer before the start of the academic year will be paid

75% of the daily rate of pay of Level 2 Step 0 of the salary grid for each day of the orientation they attend.

## ARTICLE A2

### QUALIFICATIONS

- A2.01 (1) Level 1  
**Aboriginal** Language or Cultural Specialists certification.
- (2) Level 2  
**One** year of teacher education.
- (3) Level 3  
**Two** years of teacher education.
- (4) Level 4  
**Three** years of teacher education.
- (5) Level 5  
**Four** years of teacher education which includes at least one degree.
- (6) Level 6  
**Five** years of teacher education which includes at least one degree.
- (7) Level 7  
**Six** years of teacher education which includes at least one degree.
- A2.02 **For A2.01, "teacher education" refers to years of training leading to the granting of a recognized teaching certificate.**
- A2.03 Before appointment to the teaching staff of the Government of the Northwest Territories, the teacher submits proof of qualifications, for certification purposes, to the hiring **Divisional Education Council**. Appeals of placement on the salary grid will be decided by the **Northwest Territories** Teachers Qualification Service.

- A2.04 A teacher employed for 15 or more consecutive days will be placed at the proper place on the salary schedule retroactive to the date the duties started.
- The allowance provided for in A.4, is also retroactive to date the duties started. The teacher is responsible for providing verification of qualifications and teaching experience.
- A2.05
- (1) The Deputy Minister of Education, Culture & Employment or designate will evaluate a teachers qualifications for salary purposes.
  - (2) If a teacher disagrees with the salary placement, the **Northwest Territories** Teacher Qualification Service is used to determine placement.
  - (3) A teacher who has acquired additional education and is requesting a re-evaluation, is responsible for notifying the **Divisional Education Council** in writing with appropriate documentation.
  - (4) The **Divisional Education Council** advises the Financial Management Board Secretariat and the teacher of the placement. The Secretariat takes appropriate pay action.
  - (5) The effective date of any adjustment to salaries for increased teacher education is the date the **Divisional Education Council** receives the notice referred to in A2.05(3).
- A2.06 Original documents or official validated copies are necessary as proof of qualifications.
- A2.07 Teachers being paid at levels five, six or seven when this Agreement is implemented will continue to be paid within their appropriate pay level until their academic qualifications meet the requirements of a higher level.
- A2.08 The requirement for a degree in levels five and six do not apply to teachers of a vocational program who are granted credit for a journeyman's standing by an accredited Canadian teachers training institution and who hold a valid vocational teaching certificate.

**ARTICLE A3****EXPERIENCE INCREMENTS**

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

- A3.06 (1) Teachers in the following positions are granted Experience Increments for service directly related to the subject area in which the teacher is employed:
- (a) Industrial Arts - experience gained as a 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, or fashions;
  - (c) Library - experience gained as a librarian in a public library of a comparable position will be evaluated by the Employer. If the experience is considered appropriate to the teaching situation, the Librarian is granted appropriate experience increments.
- (2) Each year of related experience, attained after qualification of Journeyman, Home Economist or Librarian, is regarded as a year teaching experience up to a maximum of five years Experience Increments.
- (3) Notwithstanding A3.06(2), Vocational Teachers employed in Vocational Programs are granted experience increments in addition to those provided by A3.06(1) and A3.06(2).

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

- A3.07 (a) Teachers are granted experience increments for previous experience as a Classroom Assistant.
- The experience increments is one year of teaching experience for every two years of Classroom Assistant experience, subsequent to completion of the Classroom Assistant Training Course. This is for placement on all levels to a maximum of five increments.
- (b) A public service employee appointed to a Language or Cultural Specialist position is placed on the salary schedule in the applicable qualification level not less than the salary earned before the appointment.

#### ARTICLE A4

## ALLOWANCES

### Principal's Allowance

A4.01 A Principal is paid an Allowance for administrative and supervisory responsibilities as follows:

**\$3,000 basic; \$25 per student with a minimum of \$5,000 and a maximum of \$20,000.**

**No employee who is receiving this allowance as of (date of ratification) shall have that allowance reduced as a result of the implementation of the changes to this article.**

### Assistant Principal's Allowance

A4.02 An Assistant Principal is paid an Allowance for administrative and supervisory responsibilities at an annual rate equal to one-half of the Principal's Allowance in A4.01.

### Grade and Subject Co-ordinator's Allowance

A4.03 Grade Co-ordinators and Subject Co-ordinators appointed by the Deputy **Head** receive an annual Allowance for supervisory responsibilities of **\$1,533 effective September 1/99 and \$1,571 effective September 1/2000.**

### Language Allowance

- A4.04**
- (1) Teachers who demonstrate proficiency in and who use in activities related to their teaching, one or more of the aboriginal languages of the Northwest Territories and appointed by the Deputy **Head** receive an allowance of **\$3,751 for September 1/99 and \$3,845 for September 1/2000.**
  - (2) A teacher who is proficient in the use of one or more of the aboriginal languages of the Northwest Territories will receive the Language Allowance when using the skill in any or all of the following areas:
  - (3)
    - (i) actual classroom teaching
    - (ii) individual student counselling
    - (iii) parent teacher interviews
    - (iv) extra-curricular activities
    - (v) school/community relations

Notwithstanding (3), these points are not all inclusive.

Teacher Consultant's and Teacher Instructor's Allowance

**A4.05 (1) In addition to salary and other allowances, the following positions will receive these allowances:**

	(i) Teacher Consultants:	\$3,703 for Sept 1/99
		\$3,796 for Sept 1/00
	(ii) Teacher Education Instructors:	\$3,071 for Sept 1/99
1/99	(iii) Teacher Education Co-ordinators:	\$3,148 for Sept 1/00
		\$3,465 for Sept 1/99
		\$3,552 for Sept 1/00

(2) Teacher Consultants, Teacher Education Instructors, and Teacher Education Co-ordinators appointed from within the system, who leave the position, will be offered a position comparable to the one held before the appointment, if a comparable position is available.

Acting Duties Allowance

**A4.06** A teacher assigned temporarily to the duties of a higher paid position will be granted the Allowance appropriate to the duties retroactive to the date of assignment. The temporary duties must be for over five consecutive working days.

Limitation

**A4.07** A teacher will not be paid more than one of the Allowances in A4.01, A4.02, A4.03, A4.04, A4.06, A4.07.

Direction of Student Teacher Allowance

**A4.08** Teachers are paid \$100 a week for each student teacher under their direction. **This allowance shall not be increased during the life of the agreement.**

Coaching and Mentoring Allowance

**A4.09** Upon the recommendation of the principal and the approval of the Deputy Head an annual allowance of \$1,000 will be paid to a teacher

**who is formally coaching or mentoring another individual in an approved coaching or mentoring program. This allowance shall not be increased during the lifetime of this agreement.**

## **ARTICLE B1**

### **NORTHERN ALLOWANCE**

- B1.01 A Northern Allowance will be paid to every employee, based upon the community in which they are employed, in accordance with this Article.
- (i) The annual rate of Northern Allowance is set out in the schedule below and is calculated on the basis of a teacher working 195 days over a ten month period. Teachers will be paid the Allowance in accordance with the Employer's bi-weekly pay system during the academic year. Payment of the Northern Allowance for the period at the end of the academic year will be made on the last day of duty.
  - (ii) The Allowance for part-time teachers, substitute teachers and teachers who do not work a complete academic year will be pro-rated.
- B1.02 The Annual rates for Northern Allowance are as follows:

**Northern Allowance  
Effective September 1, 1999**

Western Community of Employment	Annual Rate
---------------------------------	-------------

**BEAUFORT DELTA**

Aklavik	10,211
Fort McPherson	8,726
Holman Island	11,916
Inuvik	8,112
Paulatuk	12,986
Sachs Harbour	14,279
Tsiigehtchic	8,834
Tuktoyaktuk	10,941

**DEH CHO**

Fort Liard	4,336
Fort Providence	4,674
Fort Simpson	5,663
Jean Marie River	6,822
Kakisa Lake	4,672
Nahanni Butte	7,114
Trout Lake	6,858
Wrigley	7,598

**DOGRIB**

Dettah	2,500
Rae lakes	6,930
Rae Edzo	3,426
Wekweti (Snare Lake)	7,013
Wha Ti	6,812

**SAHTU**

Colville Lake	13,116
Deline	9,503
Fort Good Hope	9,214
Norman Wells	8,367
Tulita	9,330

**SOUTH SLAVE**

Fort Resolution	5,729
Fort Smith	3,277
Hay River	2,530
Hay River Reserve	2,980
Lutselk'e	7,021
Yellowknife	1,750

## ARTICLE B2

### ULTIMATE REMOVAL ASSISTANCE

- B2.01 (1) An employee who terminates employment and certifies the intention of leaving the Northwest Territories or moving to another settlement within the Territories will be entitled, subject to B2.02 below, to receive a financial subsidy designed to assist the employee in defraying the cost of the move. This subsidy is referred to as Ultimate Removal Assistance.
- (2) The total assistance will be calculated from the employee's community to the point of recruitment and to the actual new domicile. Subject to Article B2.02 the Government will reimburse the employee for the lesser of the two totals.

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

- (i) Entitlement

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

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

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

- (ii) Maximum Reimbursement

The entitlement to ultimate removal assistance under this Article is the lesser of:

- the applicable percentage of total assistance described in Articles B2.02, B2.03, B2.04, and B2.05.

- OR -

- the applicable percentage of the amount for the community in which the employee is employed upon termination as set out in the schedule below:

Aklavik	\$10,086	Lutselk'e	\$7,428
Colville Lake	\$10,026	Nahanni Butte	\$7,710
Deline	\$9,552	Norman Wells	\$7,590
Fort Good Hope	\$10,464	Paulatuk	\$13,308
Fort Liard	\$5,868	Rae Lakes	\$7,896
Fort McPherson	\$10,200	Rae-Edzo	\$6,318
Fort Providence	\$5,820	Sachs Harbour	\$14,388
Fort Resolution	\$7,428	Snare Lake	\$7,590
Fort Simpson	\$7,710	Trout Lake	\$7,710
Fort Smith	\$4,800	Tsiigehtchic	\$9,822
Hay River	\$5,226	Tuktoyaktuk	\$10,908
Holman	\$12,138	Tulita	\$8,898
Inuvik	\$9,126	Wha Ti	\$7,434
Jean Marie River	\$7,710	Wrigley	\$7,710
Kakisa	\$5,946	Yellowknife	\$6,000

Laid off employees and the dependants of deceased employees shall be eligible for the lesser of 100% of the total assistance described in Articles B2.02, B2.03, B2.04 and B2.05 OR 100% of the amount for the community in which the employee is employed upon termination as set out in the schedule above.

In the case of the dependents of deceased employees the cost of shipping the body is in addition to the entitlement.

Approved Costs

B2.03 Subject to the entitlement in B2.02, the Employer will pay the following costs associated with an employee's move to either the point of recruitment or the actual new residence, whichever results in less expense.

(i) In landlord furnished accommodation: household effects;

- employees without dependents residing with them, 907 kg.
- employees with one dependent residing with them, 1,361 kg.
- employees with two dependents residing with them, 1,588 kg.
- employees with three or more dependents residing with them, 1,814 kg.

Not in landlord furnished accommodation: household effects;

- employees without dependents residing with them, 3,175 kg.
- employees with one dependent residing with them, 4,082 kg.
- employees with two dependents residing with them, 4,990 kg.
- employees with three or more dependents residing with them, 6,804 kg.

Household effects are moved in the most practical and economical manner.

(ii) The costs associated with the personal travel of employees and their dependants.

Travel expenses that an employee may claim are:

- (a) the cost of travel by scheduled airline, if other transportation is used, the equivalent of airfare by scheduled airline.
- (b) the cost of accommodation and meals if stopovers are required between the employee's community of residence and point of departure because of airline schedules.

Accommodation and meal expenses are limited to the rates in B3.03(b). These expenses are only paid if the employee travels by commercial airline.

### Application

B2.04 Ultimate Removal Assistance, applies to all employees except for:

- (a) Employees hired locally whose community of residence upon termination is the same as the point of recruitment, are not entitled to Ultimate Removal Assistance, until they have ten years of continuous service.

These employees are entitled to Ultimate Removal Assistance as follows:

- (i) after ten years of service, 100% of approved costs, to the point of departure or to any destination in the Northwest Territories, whichever costs less;
- (ii) after twenty years or more of service, 100% of approved costs, to any destination in Canada.

### Limitations

B2.05 Ultimate Removal Assistance is subject to the following conditions:

- (a) Employees must move from their community of residence and must claim the benefit within 30 days, or any longer period that is granted by the Employer up to a maximum of one year, from the date of termination.
- (b) All claims are accountable and must be substantiated by freight bills and expense receipts where applicable.
- (c) Removal must be made by the most economical and direct means available.
- (d) Only one entitlement will be paid per family unit.
- (e) Employees who are entitled to a similar benefit through another source will not be eligible for removal assistance.

### Procedures

B2.06 The employee is responsible for making all moving arrangements and paying for his/her move. The employee must submit receipts for their move.

## **ARTICLE B3**

REMOVAL EXPENSES ON INITIAL  
APPOINTMENT AND SUBSEQUENT MOVES AS AN EMPLOYEE

B3.01 The Employer will reimburse employees for reasonable expenses incurred in moving their dependants to their first place of duty on appointment to the Public Service and to subsequent places of duty.

Entitlement

B3.02 The following entitlements are subject to the limitations in B3.07.

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

B3.03 The following travelling expenses are allowed:

(a) transportation by:

- (i) the most economical airfare (e.g. family plan);
- (ii) privately owned car (refer to Duty Travel Article B5).

(b) the actual cost of meals and incidental expenses up to a maximum of \$15 a day for the employee and each dependant six years and over. The limit is \$10 a day for each dependant under six years.

- (i) at the start of the journey for a maximum of three days;
- (ii) enroute for the time required to make the direct journey. Employees travelling by car will be allowed lodging and meal cost of not more than one day for each 644 km. of the trip.

The distances are those in the Canadian Distance Guide, where listed. For other distances it is the generally accepted kilometres for the most direct route.

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

- (iii) at destination while waiting for furniture or accommodation for up to 21 days if dependants are with the employee; or up to ten days if dependants are not with the employee;

- (iv) for interim lodging and meals at the start of the journey of more than three days and at destination of more than 21 days or ten days, as applicable, in reduced amounts of \$7.50 for each adult and \$5 for each child under six.

This is for exceptional circumstances such as a lack of accommodation at the destination.

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

- (v) under no circumstances will an employee be granted interim lodging and meals under B3.03(b)(iv) without the approval of the Employer.
- (c) excess baggage to a maximum of six pieces for the employee and two pieces for each dependant where:
    - (i) household effects are moved separately by slower transportation;
    - (ii) no other expenses are paid for moving household effects.

Each piece of baggage is limited to 32 kg.

- (d) expenses for telegrams and telephone calls necessary to expedite shipment of household effects.

**B3.04** The following applies to moving and storing household effects:

- (a) Where furnished accommodation is not provided at destination and/or where the location is serviced by an all-weather road or rail line, the movement of household effects not exceeding:
  - (i) employees without dependants residing with them, 3,175 kg.
  - (ii) employees with one dependant residing with them, 4,082 kg.
  - (iii) employees with two dependants residing with them, 4,990 kg.
  - (iv) employees with three dependants residing with them, 5,897 kg.
  - (v) employees with four or more dependants residing with them, 6,804 kg.

- (b) Where furnished accommodation is provided by the Employer at locations not serviced by an all-weather road or rail line, the movement of household effects not exceeding:
- (i) employees without dependants residing with them, 907 kg.
  - (ii) employees with one dependant residing with them, 1,361 kg.
  - (iii) employees with two dependants residing with them, 1,588 kg.
  - (iv) employees with three or more dependants residing with them, 1,814 kg.

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

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

- (c) The Employer may authorize employees to move a mobile home if it is their normal residence and owned by them. Reimbursement is to the extent the Employer considers reasonable in the circumstances.

The employee must not otherwise claim expenses for shipment of household effects.

Expenses will not be paid for moving transportable or sectionalized homes or other quasi-permanent accommodation.

For this Clause "mobile home" is defined as a permanent residence, on its own wheeled undercarriage, designed for highway travel, and includes equipment and furnishings installed by the manufacturer.

Justifiable expenses include:

- (i) preparation of the installed equipment and furnishings of the home for the move and disconnection of domestic services;
- (ii) in-transit insurance for the home and contents up to a maximum coverage of \$30,000;

- (iii) in-transit charges for ferry and bridge tolls, taxes, etc.;
- (iv) preparation of the installed equipment and furnishings of the home for occupancy after the move and connection of domestic services to existing on-site terminals.

In exceptional cases the Employer may allow the total expenses claimed to exceed the maximum expenses that would have been incurred had the removal been of usual household effects.

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

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

- (e) Temporary storage pending availability of permanent accommodation, if authorized by the Employer.
- (f) Long term storage at the nearest facility if it is not in the interest of the Employer to move the furniture and effects.

Under normal circumstances this storage will not exceed three years without the approval of the Employer.

- (g) Reimbursement of incidental expenses of the move not specifically provided in this Article not exceeding:
  - (i) \$250 if moving into a unfurnished accommodation;
  - (ii) \$125 if moving into furnished accommodation.

#### Real Estate Costs

- B3.05 (a) An employee who owns and occupies a single family dwelling as a principal residence and is required to transfer from one place of duty to another as an employee of the Government of the Northwest Territories may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence.

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

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

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

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

#### B3.06 Costs of Breaking Leases

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

#### B3.07 Limitations

The following limitations apply:

- (a) in no cases will a move be made without the prior approval of the Employer;
- (b) reimbursement is limited to costs which would have been incurred if the move had been carried out in the most practical and economical manner;
- (c) entitlement for lodgings in a private home are limited to \$11 daily for the employee and \$3 daily for each dependant;
- (d) an employee with an established residence at the place of duty at the time of appointment (other than one that must be vacated because it was owned by the previous employer) is not entitled to the benefits in this Article;

- (e) travel advances will not exceed the estimated amount of the employee's entitlement under this Article;
- (f) the balance of unused total weight allowance for removal of household effects cannot be claimed at a later date, unless transportation problems preclude transporting the total weight allowance in one shipment;
- (g) only one entitlement will be paid per family unit.

#### Procedure

#### B3.08 The Employer will:

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

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

- (a) a completed Travel Authorization and Expense Claim, attaching supporting receipts;
- (b) where reimbursement of incidental expenses is claimed under B3.04(g), the following completed certificate:  
  
 "Certifies that I have incurred expenses incidental to this move and not otherwise claimable in the amount of \$\_\_\_\_\_." Claimant
- (c) a cheque for any unexpended balance of advances issued.

ARTICLE B4  
(deleted)

**ARTICLE B5**

DUTY TRAVEL

B5.01 An employee who is authorized to travel on Government business will be reimbursed for reasonable expenses incurred.

Entitlement

B5.02 Entitlements are subject to limitations in Clauses 05, 07, and 08.

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

Transportation

B5.03 The cost of transportation is authorized as follows:

- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (b) privately owned car (refer to B5.10 to B5.15);
- (c) chartered aircraft;
- (d) rented or hired cars - where this is the most reasonable or economical means of travel. Employees renting vehicles must ensure that there is insurance against all liability.

Accommodation

B5.04 (a) Commercial Accommodation (up to 15 calendar days) - employees may be reimbursed for actual costs of authorized accommodation.

Where possible employees must use hotels which provide special Government rates.

When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is to be at the Government agreed rate.

Commercial accommodation expenses must be accompanied by receipts.

- (b) Accommodation for over 15 calendar days - normally the employee must make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged before the start of travel or shortly after arrival.
- (c) Non-Commercial Accommodation - employees who make private arrangements for overnight accommodation may claim \$13.50 for each night.
- (d) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer.

These employees are not entitled to the \$13.50 non-commercial accommodation allowance in B5.04(c). They are financially responsible for any damage. They do not have to pay rent if they receive a private accommodation allowance or are paying rent at their usual place of residence.

#### Meals and Incidental Expenses

- B5.05 (a) Expenses claimed under this heading are for the cost of meals consumed and for incidental expenses such as tips, etc.

For Duty Travel up to 15 calendar days, a per diem rate is paid. An employee in travel status for a part day only may claim the following:

- (i) Breakfast
- (ii) Lunch
- (iii) Dinner
- (iv) Incidentals

Meals provided as part of the cost of transportation, cannot be claimed.

These rates are identical to Federal Treasury Board Duty Travel Rates and will be adjusted as the Federal rates are changed.

Note: Employees are reimbursed for the actual expense incurred if the actual cost of meals and services exceeds the maximum allowance, the reason for this excess can be justified, and the expenses are supported by receipts. The cost of meals is not to be included on hotel bill. If receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (b) When travel status extends beyond 15 calendar days in one location, \$15 is the maximum amount for meals for all days over 15 calendar days.
- (c) Employees are not considered to be in travel status if they are appointed to the establishment of one headquarters area, but their duties are carried out at another location during the major portion of the time or continuously.
- (d) Where the return trip is made in one day, only meals are reimbursed.

#### Other Expenses

B5.06 Employees may be reimbursed for:

- (a) long distance calls of an official nature providing that an explanation is provided.  
  
Employees who must remain away from home over a weekend after being on continuous travel status for two or more days, are reimbursed for a personal long distance call of up to five minutes. This must be supported by receipts where available;
- (b) baggage - for storage and excess baggage charges in the performance of duty if a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis are not authorized for repeated trips between the same place if convenient public transportation is available;
- (d) laundry - after two consecutive days on duty travel, a maximum of \$2 per day for each subsequent day supported by receipts in all cases;
- (e) local phone calls for business purposes;
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50;

- (g) Child care expenses - employees may be reimbursed a maximum of \$15. a day per child upon provision of receipts. This applies if the employee, due to the requirement to travel on behalf of the Employer, has child care expenses which exceed those which would have normally been incurred.

#### Limitations

- B5.07 Notwithstanding B5.06(f), no item of "other expenses" or transportation over \$4, will be reimbursed without a receipt.
- B5.08 The following expenses are not allowed:
  - (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
  - (b) rental of television or radio receiving sets, unless included in lodging charges;
  - (c) purchases of a personal nature, such as baggage, clothing etc.;
  - (d) subject to B5.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
  - (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
  - (f) any losses of money or of personal belongings.

#### Procedure

- B5.09
  - (a) The Employer authorizes Duty Travel by signing the Travel Authorization and Expense Claim form (NWT 1890) before the start of the trip.
  - (b) The form must be submitted as a request for an advance of travel expenses if an advance is required.
  - (c) All requests for advances should be submitted at least three working days before the trip.
  - (d) The form will be returned to the claimant with the cheque for the advance.

- (e) Within ten days of completing the trip, the employee must submit a claim for expenses on the pre-authorized form. A personal cheque to cover any amount by which the travel advance exceeds the total of the claim must be attached.
- (f) Employees may have only one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this will result in automatic payroll deductions being initiated for the total amount of the advance.

#### Travel by Privately Owned Car

- B5.10 (a) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Government business or on removal.
- (b) The use of a privately owned car will not be authorized if, because of the additional time involved, commercial transportation would be more reasonable and practicable.
- (c) Reimbursement is limited to the commercial cost if the total cost of the trip, including meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means.

#### Entitlements

B5.11 Subject to B5.13 and B5.14, the following are provided:

- (a) where the use of a privately owned car is authorized:
  - (i) for the Employer's rather than the individual's convenience - \$.36 a kilometre for travel within the Northwest Territories and \$.27 a kilometre for travel elsewhere;
  - (ii) for the individual's rather than the Employer's convenience - \$.12 cents a kilometre.

These rates will be adjusted as the Federal rates are changed.

- (b) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
- (c) other travel expenses where applicable.

B5.12 At the Employee's Normal Place of Duty - employees required to use their car extensively on Government business at their normal place of duty when a Government vehicle is not available, may be paid an allowance to suit the circumstances.

Limitations

B5.13 The following limitations apply:

- (a) persons not covered by personal insurance are not authorized to use a private car on Government business;
- (b) the Government will not pay for any additional insurance required on the employee's car because it is used on Government business;
- (c) the distance allowance for enroute travel is calculated:
  - (i) on distances given in the Canadian Distance Guide, e.g. Yellowknife to Edmonton - 1,464 km.;
  - (ii) for other distances, on the generally accepted kilometres for the most direct route.
- (d) no additional distance allowance will be paid if other employees on duty are carried as passengers.

B5.14 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Government business other than those claimed under the *Workers' Compensation Act*.

Procedure

- B5.15
- (1) The Employer will authorize the distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
  - (2) Upon completion of the trip, the claim is:
    - (a) completed by the employee;
    - (b) supported by receipts for lodging, etc. (where applicable);
    - (c) shows separately details of:
      - (i) enroute kilometres;

- (ii) business kilometres (if any) in lieu of taxis at destination;
- (d) submitted to the Employer for approval and payment.

Headquarters Travel

B5.16 The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

Entitlement

B5.17 Subject to the Employer's approval, payment may be made for transportation in the employee's headquarters area in the following circumstances:

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

B5.18 If a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as in B5.12.

Limitations

B5.19 Except with the prior approval of the Employer, no payment is made for daily transportation expenses within a headquarters area between the employee's home and place of duty.

**ARTICLE B6**

Dental Plan

B6.01 The Employer will establish a Dental Plan which provides for the payment of dental care expenses for which the patient is not entitled under the patient's health care plan.

The Dental Plan will provide coverage for 100% of the Territorial Fee Schedule minus a deductible.

The Dental Plan includes an orthodontic module.

#### Civil Liability

B6.02 If an action or proceeding is brought against any employee for an alleged tort committed in the performance of duties, then:

- (a) Employees will advise their Deputy **Head** when served with any legal process, action or proceedings;
- (b) The Employer will pay all legal fees and any damages or costs awarded against the employee in the action or proceedings; and/or
- (c) The Employer will pay any sum required to be paid by the employee in connection with the settlement of the claim. The settlement must be approved by the Employer through the Deputy **Head** before it is finalized.

This is only if the employees conduct which gave rise to the action did not constitute a gross disregard or neglect of the employees duties;

- (d) After the notification in (a) above, the Employer and the employee will meet and appoint a counsel that is mutually agreeable to both parties.

If the parties are unable to agree on counsel, the Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

**APPENDIX C**  
**SALARY SCHEDULE**  
**Effective September 1, 1999**

Step	Years of Experience	LEVEL						
		1	2	3	4	5	6	7
		Years of Teacher Training						
	LS/CS	1	2	3	4	5	6	
1	0	\$ 38,643	\$ 39,942	\$ 42,104	\$ 44,375	\$ 47,959	\$ 50,487	\$ 52,629
2	1	\$ 39,615	\$ 41,120	\$ 43,360	\$ 45,727	\$ 49,798	\$ 51,614	\$ 54,681
3	2	\$ 40,645	\$ 42,302	\$ 44,577	\$ 47,077	\$ 51,635	\$ 54,509	\$ 56,734
4	3	\$ 41,727	\$ 43,483	\$ 45,814	\$ 48,427	\$ 53,474	\$ 56,521	\$ 58,786
5	4	\$ 42,854	\$ 44,661	\$ 47,052	\$ 49,779	\$ 55,311	\$ 58,535	\$ 60,836
6	5	\$ 44,048	\$ 45,844	\$ 48,288	\$ 51,129	\$ 57,151	\$ 60,542	\$ 62,887
7	6	\$ 45,370	\$ 47,023	\$ 49,528	\$ 52,481	\$ 58,989	\$ 62,554	\$ 64,940
8	7		\$ 48,206	\$ 50,764	\$ 53,832	\$ 60,827	\$ 64,568	\$ 66,992
9	8			\$ 52,003	\$ 55,183	\$ 62,663	\$ 66,578	\$ 69,046
10	9			\$ 53,236	\$ 56,531	\$ 64,500	\$ 68,586	\$ 71,098
11	10				\$ 57,884	\$ 66,341	\$ 70,600	\$ 73,146
12	11					\$ 72,607	\$ 75,200	

**SALARY SCHEDULE**  
**Effective September 1, 2000**

Step	Years of Experience	LEVEL						
		1	2	3	4	5	6	7
		Years of Teacher Training						
	LS/CS	1	2	3	4	5	6	
1	0	\$ 39,609	\$ 40,941	\$ 43,157	\$ 45,484	\$ 49,158	\$ 51,749	\$ 53,945
2	1	\$ 40,605	\$ 42,148	\$ 44,444	\$ 46,870	\$ 51,043	\$ 52,904	\$ 56,048
3	2	\$ 41,661	\$ 43,360	\$ 45,691	\$ 48,254	\$ 52,926	\$ 55,872	\$ 58,152
4	3	\$ 42,769	\$ 44,570	\$ 46,959	\$ 49,638	\$ 54,811	\$ 57,934	\$ 60,256
5	4	\$ 43,925	\$ 45,778	\$ 48,228	\$ 51,023	\$ 56,694	\$ 59,998	\$ 62,357
6	5	\$ 45,149	\$ 46,990	\$ 49,495	\$ 52,407	\$ 58,580	\$ 62,056	\$ 64,459
7	6	\$ 46,504	\$ 48,199	\$ 50,766	\$ 53,793	\$ 60,464	\$ 64,118	\$ 66,564
8	7		\$ 49,411	\$ 52,033	\$ 55,178	\$ 62,348	\$ 66,182	\$ 68,667
9	8			\$ 53,303	\$ 56,563	\$ 64,230	\$ 68,242	\$ 70,772
10	9			\$ 54,567	\$ 57,944	\$ 66,113	\$ 70,301	\$ 72,875
11	10				\$ 59,331	\$ 68,000	\$ 72,365	\$ 74,975
12	11					\$ 74,422	\$ 77,080	

## Signing Bonus

All employees who were on strength as of the commencement of their 1996/97 Academic Year shall receive a signing bonus of \$1,500 (one thousand five hundred dollars). The allowance will be pro-rated for 1996/97 teachers who commenced employment after the commencement of their respective 1996/97 Academic Year.

## Professional Allowance

**A professional allowance of \$1,000 per year is payable to teachers at the end of the 1999/2000 school year.**

**Commencing with the 2000/2001 school year, a professional allowance of \$500 per year is payable to teachers at the end of the school year.**

## **APPENDIX D**

### PRO-RATA

A teacher who does not have a university degree and who completes university courses leading to a complete year of university training as of the date of ratification of this Agreement will receive a pro-rata allowance for the portion of the years work which has been completed.

This amount is calculated by multiplying the fraction of the years work completed by the difference between the salary at the experience level for the last and following completed year of university education.

LETTER OF UNDERSTANDING AND INTENT  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND THE  
NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

The parties confirm their commitment to the philosophy of the Affirmative Action Program of the Government of the Northwest Territories.

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

DEPENDANT

The parties agree that each case of a spouse not residing with the employee will be determined on its own merits as to whether the spouse should be deemed a dependant.

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

The parties agree that money in the Professional Improvement and In-Service Training Fund (Clause 17.01) does not lapse at the end of either the fiscal year or the academic year. Any money remaining in the fund is added to the money that is provided by the 2.25% formula. Surplus funds are not used to reduce the amount of money provided by the 2.25% formula.

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

The parties agree that ongoing consultation, at the highest level, is important and in the best interests of the Government of the Northwest Territories and the Association.

The President of the NWTTA and Assistant Deputy Minister, Schools Branch, agree to meet at regular monthly intervals, or more frequently, if necessary, in exceptional circumstances. If problems involving other departments arise, their senior officials may be invited to attend the meeting to resolve a particular issue.

These information sharing meetings will consider high level issues that directly affect teachers in the short or longer term. These issues include, but are not limited to: organizational changes, division, land claims, major policy developments, such as assault legislation, changes to the *Education Act*, Regulations, and issues involving services to teachers by other government departments.

This Government, its ministers, and employees are committed to ongoing consultation to facilitate the rapid change which will take place during the next few years. The consultative exchanges are designed, wherever possible, to pre-empt problems and to find creative solutions to matters of common interest and concern.

Since much of the information will be of a confidential nature, sensitivity in handling the issues will be of paramount importance.

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

The parties agree as follows:

- Teachers on strength September 1, 1994 who subsequently terminate their employment with 20 years or more service will be entitled to 100% of approved removal costs to any destination in Canada.
- No teacher on strength September 1, 1994 will lose any accumulated continuous service as a result of negotiated changes to Article 2.01(7)(b).
- Teachers on strength September 1, 1994 are entitled to the following:

On termination of employment, an employee who is entitled to an immediate annuity under the *Public Service Superannuation Act* will be paid the following severance pay: five times the employee's daily rate of pay on termination of employment times the number of completed years of continuous employment to a maximum of 30, less any period in respect of which the employee was granted severance pay.

This also applies to an employee who, having completed the academic year will have an entitlement at some point during the academic year immediately following the termination, to an immediate annuity under the *Public Service Superannuation Act*.

- For teachers on strength September 1, 1994, there will be paid to the employee's estate a severance pay of: five times the daily rate of pay on termination of employment times the number of completed years of continuous employment to a maximum of 30, less any period in respect of which the employee was granted severance pay.

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

The parties agree that, during the life of this Collective Agreement, they will review as needed through joint consultation the effects of the Maximum Reimbursement Schedule.

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

The parties agree to a review of the Professional Improvement Fund and its administration.  
The parties will provide a recommendation regarding the Fund and its administration within the term of this Agreement.

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

The Employer and the NWTTA agree to meet within 30 days of ratification of the 1999-2001 agreement to discuss Article B2, Ultimate Removal Assistance.

Specifically the parties will work towards:

- a. putting into place a system where Ultimate Removal Assistance can be provided in advance to the employee;
- b. dealing with issues of recovery that may result from such advances;  
and
- c. reducing the amount of administration required in applying Article B2.

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

If during the term of the 1999-2001 Collective Agreement changes to the Northern Allowance grid are negotiated between the Employer and the Bargaining Agent for the Union of Northern Workers' bargaining unit (excluding the NWT Power Corporation bargaining unit) the changed grid will be incorporated, *upon the request of the NWTTA*, into Article B1.02 effective the date of implementation for that bargaining unit.

*The Employer will provide the amended grid to the NWTTA. The NWTTA shall advise the Employer, within 30 days of receipt of the amended grid, whether or not it will be adopted.*

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF THE NORTHWEST TERRITORIES**

**AND THE**

**NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

The Employer and the NWTTA recognize that teachers may encounter harassment, threats, assaults or other offensive behavior in the community from third parties as a result of the teacher's position. The Employer and the Association agree to work together to develop procedures to be applied in such circumstances.

The parties shall have their initial meeting not later than 30 days from the ratification of the 1999-2001 Collective Agreement and shall convene at regular intervals as determined by them at the initial meeting.

Items the parties will discuss include, but are not limited to, the following:

- (1) Procedures for contacting the appropriate authorities;
- (2) Procedures for directing affected teachers and employees to support agencies or mechanisms;
- (3) A plan for educating teachers and other employees about the procedures; and
- (4) Other relevant considerations that may be determined by the parties through this process.

Unless otherwise agreed by the parties, they shall have the policies and procedures to deal with the foregoing developed and ready for implementation not later than September of the school year immediately following the ratification of the 1999-2001 Collective Agreement.

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

**The parties agree on the need for evaluation practices and procedures for all teachers that are fair, reasonable and encourage consistent growth.**

**The Department of Education, Culture and Employment and the NWTTA commit to work together, with representatives appointed by the NWTTA and the Directors of the District Education Councils, to develop an exemplary NWT teacher growth and evaluation model.**

**The working group will provide a final draft of the model by December 1999 with an aim to having reviews completed to March 2000 and commencing implementation pilots in August, 2000.**

**Signed at Yellowknife this 3<sup>rd</sup> day of February , 2000.**

Signed by, for an on behalf of the Minister  
Responsible for the *Public Service Act*

Signed on behalf of the Northwest  
Territories Teachers' Association

---

The Honourable Joseph L. Handley  
Minister Responsible for the *Public Service Act*

---

Pat Thomas  
President, NWT Teachers' Association

---

Glenn Tait  
Arbitrator

---

Dave Roebuck  
Committee Member

---

Sylvia Haener  
Director, Labour Relations and Compensation

---

Michelle Sabin  
Committee Member

---

Sharilyn Alexander  
Manager, Labour Relations & Compensation

---

Cliff King  
Committee Member

---

Karan Shaner  
Legal Counsel

---

Chuck Tolley  
Coordinator, Operations and Development

---

Paul Devitt  
Director, Financial and Management Services

---

James Anderson  
Director, Education, Culture And Employment

---

Pauline Gordon  
ADM, Education and Culture Division