

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

***The Minister Of Human Resources***



**EXPIRES**

**AUGUST 31, 2012**



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## **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 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) **"Calendar Year" means the period from January 1 to December 31 of the same year.**
- (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.
  - (d) **Where an employee other than a substitute teacher ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, accruals of sick and special leave credits from the prior service will be reinstated.**
- (9) "Daily Rate of Pay" means an employee's annual rate of pay, plus allowances as provided for in 2.01(3)(a) and (b) divided by the number of prescribed school days in the school calendar.

- (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) **"Designated Representative" means an employee who has been elected, appointed, or designated by the Association to represent the Association at meetings with management and who is authorized by the Association to do so.**
- (13) **"Divisional Education Council" means Divisional Education Council or a "commission scolaire francophone de division" established under the *Education Act*.**
- (14) "Employee" means a person employed as a teacher in the Public Service excluding night school teachers and substitute teachers.
- (15) "Employer" means the Government of the Northwest Territories as represented by the **Minister of Human Resources** or designate.
- (16) "Fiscal Year" means the period starting April 1 and ending March 31 of the following year.
- (17) "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.

- (18) "Immediate Family" means father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, a relative who acted as an employee's guardian for at least ten years prior to the employee reaching the age of majority and all relatives permanently residing with the employee.
- (19) "In-service" training means training initiated by the Employer **where Employees are required to attend professional or technical training, or workshops.**
- (20) "Lay-Off" means the termination of an employee's contract because the employee's position is eliminated or has become redundant and no comparable, alternate position for which the employee is qualified is available.
- (21) "Leave of Absence" means absence from duty with the Employer's permission.
- (22) "May" is permissive; "Shall" and "Will" are imperative.
- (23) "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.
- (24) **"Public Service" means the Northwest Territories Public Service as defined in the *Public Service Act*.**
- (25) "Spouse" means a person, regardless of gender, who:
- (a) is married to an employee, or
  - (b) has lived together in a conjugal relationship outside of marriage with an employee and the employee represents that person as his or her spouse.
- (26) "Superintendent" means a Superintendent employed pursuant to Section 78 of the *Education Act*.

- (27) (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, Part-Time Teachers, Grade Co-ordinators, Subject Co-ordinators, Teacher Consultants, Assistant Principals and Principals.
- (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.
- (28) "Point of Departure" means Edmonton.
- (29) "Point of Recruitment" means the **Canadian** community the employee resides in at the time of initial appointment to the Public Service. **At the discretion of the Superintendent, point of recruitment for international hires means the point of entry into Canada or the community outside of Canada the employee resides in at the time of initial appointment to the Public Service.**
- (30) **"TQS" means the Northwest Territories Teachers' Qualification Service established under section 3.1 of the Education Staff Regulations.**

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

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

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

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

### **ARTICLE 3**

#### APPLICATION

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

### **ARTICLE 4**

#### FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

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

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

### **ARTICLE 5**

#### MANAGERIAL RESPONSIBILITY

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

**ARTICLE 6****BREACH OF CONTRACT**

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

**ARTICLE 7****INFORMATION**

- 7.01 (1) **The Employer will provide to the Association prior to December 1 and again prior to April 30, an excel report that includes the following information:**
- (a) The employee's first name**
  - (b) The employee's last name**
  - (c) Indeterminate / Term status**
  - (d) Active / Leave status**
  - (e) Continuous service date**
  - (f) Full Time Equivalent (FTE)**
  - (g) Salary**
  - (h) Pay Level**
  - (i) Pay Step**
  - (j) If on leave, leave type**
  - (k) Community**
  - (l) School description**
  - (m) Allowances specified under Appendix A4\***
- \*Initially allowances will be provided in a separate report until a single report with all the above information can be provided.**
- (2) **The Employer agrees to advise the Association of new and revised Human Resources Guidelines (Human Resource Manual) as they are being electronically posted.**
- 7.02 (a) The Employer agrees to post electronically on a site accessible to employees, 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 **deemed** suitable **following interviews and reference checks**, 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.

- 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) upon the request of an employee, the employer shall provide the employee with a hard copy of the Collective Agreement;
  - (2) Upon request, the Employer shall provide the employee with 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 pay advice, identifying payments and deductions relating to their pay for each pay period.
  - (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 The Employer will provide a **documentation** package, which will include salary and benefit information for all new teachers.

The Employer will provide a **documentation session to all new teachers in person, or by other means. Teachers shall be granted leave with pay to attend the session.**

If the Employer gives an orientation course, a **Designated Representative** of the Association has the right to make a presentation of up to **one** hour. The **Designated Representative** will be granted leave with pay to make the presentation. **If travel and additional leave is required beyond the one hour, expenses are at the cost of the Association.**

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

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

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

## ARTICLE 8

### LEAVE FOR ASSOCIATION PRESIDENT

- 8.01**
- (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 under 8.01 (a).

Presidents who refuse their former position 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 direct deposit within 30 days.
- 10.06 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 10.07 The Employer agrees to include on each employees' T-4 taxation slip a statement of Association membership dues collected from that employee for that taxation year.
- 10.08 Substitute teachers pay Association dues based on each day of service provided to the Employer. The Employer will deduct membership dues before making wage disbursements and will remit them to the Association. The Employer will make every effort to remit the dues within 30 days of the deduction. The remittance will identify the employee and the deduction made on behalf of the employee.

## ARTICLE 11

### DUTIES AND RESPONSIBILITIES

- 11.01 Teachers shall comply with terms as outlined in Sections 45 and 69 of the *Education Act*.
- 11.02 A teacher becomes an employee on the first scheduled day of duty and continues to be an employee until a resignation or dismissal becomes effective.
- 11.03 A teacher must perform teaching duties on the days specified as Sessional Days in the School Calendar, except as otherwise provided for in this Agreement. A teacher is entitled to the days of rest and designated holidays provided for in the *Education Act* and Regulations made under the Act.

- 11.04 A teacher's professional responsibilities extend beyond the instructional duties. In each academic year the allocation of instructional time and other duties of teachers is the responsibility of the Principal. Teachers will provide instructional and other duties as allocated by the Principal. Involvement in extra-curricular activities, beyond the instructional day, is voluntary.
- 11.05 Each teacher is entitled to a duty free lunch period of no less than one 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 **GNWT** Department of Education, Culture & Employment of the Northwest Territories.
- 12.02 Notwithstanding 12.01, the Employer may employ on contract any person to instruct **trades**, cultural, religious or **aboriginal** language programs other than those that are normally part of the regular school program.
- 12.03 **Term teachers may be hired to meet operational requirements including:**
- a) **As principals;**
  - b) **As replacements for teachers on approved leave;**
  - c) **In relation to programs of a fixed duration or without ongoing funding;**
  - d) **In relation to or in support of training such as ongoing Teacher Education Program (TEP) programs; or**
  - e) **Where a position is, or becomes, vacant after the start of the current academic year.**

**The Employer will not use term teachers to avoid the probationary process.**

**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 where there is a death in the employee's immediate family;
  - (ii) three days to attend the funeral of the employees brother-in-law or sister-in-law;
  - (iii) three days on the birth of an employee's child or the subsequent return of the employee's family to their place of residence if the child is born during the academic year; the days may be divided into parts and taken on separate days;
  - (iv) three days on the adoption of a child if the child is adopted during the academic year; the days may be divided into parts and taken on separate days;
  - (v)
    - (i) **up to three days for a employee's wedding, graduation, the wedding of the employee's child, or the graduation of the employee's child or spouse from secondary or post secondary school when outside the employee's community; or**
    - (ii) **the actual time off for these events when they occur within the employee's community;**

- (vi) 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 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 **Christmas holidays, Spring Break or summer holidays** except with the approval of the Superintendent; and
  - a deduction from pay equivalent to **Level 1, Step 1 of Appendix D**.

#### Advance of Credits

- 13.02 The Superintendent may grant up to a maximum of six 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 prorated for employees who do not work the full academic year.
- (b) Part-time employees will earn one and one-half days Sick Leave credits on a pro-rated basis for each month of full-time equivalent employment.
- (2) Upon appointment, employees will be credited with unused sick leave credits earned with a previous employer of teachers within the Northwest Territories.
- (3) Notwithstanding the above, if circumstances warrant, the Employer will advance up to 15 days Sick Leave credits. The advanced credits will be charged against future credits as earned.
- (4) Sick Leave credits not used shall accumulate to the credit of the employee.
- (5) Any Sick Leave taken but not earned will be recovered from money payable to the employee.
- 14.02 (1) **An employee who is unable to perform his/her duties and has the necessary Sick Leave credits will be granted Sick Leave with pay for illness or injury on a normal working day.**

**Where there is a demonstrated and reasonable basis for doing so, the Employer shall required from the employee, a medical certificate from a qualified medical practitioner, stating that because of his/her illness or injury he/she was unable to perform his/her duties.**

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

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

- (3) An employee who is absent from duty due to illness or injury for more than one-half 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' Safety and Compensation Commission** on an application for injury-on-duty leave.
- 14.05 An employee who is granted Sick Leave with pay and has injury-on-duty leave later approved for the same period, will have the Sick Leave credits reinstated.
- 14.06 An employee who goes on Sick Leave and is unable to ever return to duty, will be entitled to all previously accrued Sick Leave.

#### Medical Transportation Assistance

- 14.07 (1) Employees and their 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 **the daily rate** 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, **the daily rate** and local transportation expenses based on **the rates** 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 practitioner stating that the treatment was non-elective, required for the health of the patient and could not be provided by facilities or services available in the community in which the employee is resident.
- (4) In addition to the expenses previously outlined in this Article, travelling expenses for another person may be approved up to those outlined in (2)(a) and (2)(c) if:
  - a qualified medical practitioner certifies that it is necessary for the patient to be accompanied by some other person; and
  - the Employer's approval is obtained.
- (5)
  - (a) If someone other than a medical attendant or person designated by Health and Social Services accompanies the patient, where applicable, it will be the spouse or the parent.
  - (b) **Only one employee in the Public Service may be granted Special Leave as an** escort for a member of the immediate family. Special Leave for this purpose will not be granted unless the request is supported by a certificate from a medical practitioner stating that the treatment was non-elective, required for the health of the patient and could not be provided by facilities or services available in the community in which the patient is resident.
  - (c) Employees who are escorts for members of their immediate family for orthodontic or elective medical escort purposes will not be granted travel time for escort duty. Leave without pay will apply.
- (6) Medical escort travel assistance for orthodontic visits will only be paid if the child is under 18 years.
- (7) Any travel assistance recovered by the employee under a group surgical or medical plan to which the Employer and the employee share the premium will be repaid to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- (8) There will be no duplication of this benefit if an employee and one 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)(c), every employee who is travelling to a medical centre under 14.07 shall be granted special leave for actual travel time taken to travel from the employees post to point of departure and return, up to a maximum of 3 days.

### 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;
  - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses; or
  - (c) to attend a proceeding under the ***Youth Criminal Justice Act (Canada)*** concerning a dependent.

##### Injury-On-Duty Leave

- 15.02 (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' Safety and Compensation Commission**. The Leave is provided for employees unable to perform their duties because of:
- (a) personal injury accidentally received in the performance of duties and not caused by the employee's wilful misconduct;

- (b) sickness resulting from the nature of the employment; or,
  - (c) exposure to hazardous conditions in the course of employment.
- (2) Injury-On-Duty leave will be granted only if the employee agrees to pay to the Northwest Territories Consolidated Revenue Fund any amount received for loss of wages in settlement of any claim for the injury, sickness or exposure.
- (a) The Employer will forward **Workers' Safety and Compensation Commission** Claims to the **Workers' Safety and Compensation Commission** on behalf of employees.
  - (b) All Injury-On-Duty leave requests must be accompanied by **Workers' Safety and Compensation Commission** claims.

#### Public Service Interviews

- 15.03 An employee who participates in a **recruitment** process for promotion or transfer to a position in the Public Service is entitled to leave of absence with pay for:
- 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, **up to 8** weeks before the expected date of the termination of her pregnancy, be granted leave without pay for a period ending not later than **17** 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 **17** weeks after the date of the termination of her pregnancy;

- (b) grant maternity leave to start before **8** 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 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 the *Employment Insurance Act*, will be paid a maternity leave allowance.
  - (ii) An applicant under 15.04(b)(i) must sign an agreement that:
    - (a) she will return to work and remain in the Employer's employ for at least six months;
    - (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) An employee who does not return to work after maternity leave must reimburse the Employer in the amount received as maternity leave allowance. An employee who returns to work for less than the period in 15.04(b)(ii)(a) will have the amount which must be reimbursed prorated, according to the number of months for which pay was received. An exception is made for the employee's death, permanent disability, medical termination or layoff.
- (c) Maternity leave allowance will be paid 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) 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.

#### Parental Leave

- 15.05 (1) Where an employee has or will have the actual care and custody of his/her new-born child or an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, he/she shall be granted parental leave without pay for a single period of up to **thirty seven (37)** consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.

- (2) An employee who intends to request parental leave shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn.
- (3) Parental leave is included in the calculation of “continuous employment” for severance purposes.
- (4)
  - (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to *Employment Insurance Act*, shall be paid a parental leave allowance.
  - (b) An applicant under Clause 15.05(4)(a) shall sign an agreement with the Employer providing:
    - (i) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
    - (ii) that he/she will return to work on the date of the expiry of his/her parental leave unless this date is modified with the Employer's consent.
    - (iii) An employee who does not return to work after parental leave must reimburse the Employer in the amount received as parental leave allowance. An employee who returns to work for less than six months will have the amount which must be reimbursed prorated, according to the number of months for which pay was received. An exception is made for the employee's death, permanent disability, medical termination or lay-off.
- (5) In respect of the period of parental leave taken by an employee who has not taken maternity leave, payments made according to the parental leave allowance will be equivalent to 93% of the employee's weekly rate of pay for the first two weeks and for an additional 15 weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay.

- (i) for a full time employee, the rate of pay will be that to which he/she would be entitled had he/she been at work the day the parental leave commenced;**
  - (ii) for a part-time employee the part-time rate of pay is based on the part-time rate of pay he/she would be entitled to had he/she been at work the day the parental 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.
- (6)** In respect of the period of parental leave taken by an employee who has taken maternity leave, payments made according to the parental leave allowance will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of her weekly rate of pay for 17 weeks.
  - (7)** Parental leave utilized by a couple who are both employed by the Employer in conjunction with maternity leave shall not exceed a total of 52 (fifty-two) weeks for both employees combined.
  - (8)** Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave combined shall not exceed a total of fifty-two (52) weeks.
  - (9)** Where an employee on maternity leave has applied for and been granted parental leave under this Article, she may, at her request, receive parental leave allowance immediately after the termination of maternity allowance and prior to the start of the parental leave.
  - (10)** When parental leave is taken by an employee couple, payments made as parental leave allowance shall not exceed a total of 17 weeks for both employees combined, and parental leave taken by an employee couple shall not exceed a total of 26 weeks for both employees combined.
  - (11)** The Employer is not responsible for any consequences of an employment insurance benefit overpayment, nor is it responsible for providing any additional payments in respect of parental leave should the employee's benefits be affected by tax, employment insurance, or legislative provisions.

- (12) 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. **The Employer will compensate the employee at their Daily Rate of Pay.**

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

- (2) An employee who attends a course at the request of the employer during July and August and will be returning to teach with the employer at the start of the academic year following the course the 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) (a) The Employer and the Association recognize the value of education exchanges. They agree to promote and encourage education exchanges where feasible.
- (b) After completion of the exchange, the teacher will be returned to their former position.

Leave to Work for Another Employer

- (2) (a) An employee with five 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) An employee granted leave under Paragraph 15.08(2)(a), will **be required to return to work and remain in the Employer's employ for a period equal to the duration of the leave.**
- (c) Applications received for benefits under Paragraph 15.08(2)(a) will be considered by the Professional **Development** 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) **At the discretion of the Superintendent, and notwithstanding any provisions for leave in the Agreement, the Employer may grant leave with or without pay for catastrophic circumstances.**

#### 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 **prior to** 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 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

### PROFESSIONAL DEVELOPMENT

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

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

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

- (b) A fund consisting of 2.25% of the gross basic salary of the teacher, to whom this agreement applies, calculated at the start of each academic year, will be used for the professional development of teachers' to improve the quality and relevance of education to students in the Northwest Territories.
- (c) The fund is transferred to the Association through an annual contribution agreement with the Department of Education, Culture and Employment. This fund is to be administered by the Central Professional Development Committee.
- (d) Any money remaining in the fund, at either the Central or Regional level at the end of either the fiscal or academic year, shall not lapse but shall be retained for future use. Any money remaining in the fund is added to the money that is provided by the 2.25% formula. Surplus funds are not used to reduce the amount of money provided by the 2.25% formula.
- (e) On or before September 1st of each year, the Professional Development Fund will be credited with an amount equal to the final adjusted contribution for the previous school year. The Department of Education, Culture and Employment will calculate the amount in 16.01(c) based on the number of active teachers actually on strength on September 30th of the school year, and make an adjustment that will be paid into the fund by December 1st of the school year for any additional monies owed. If the amount paid into the fund on September 1st exceeds the amount based on the September 30th calculation, the Professional Development Fund will reimburse the difference based on an invoice submitted by the Department of Education, Culture and Employment.

**16.02** The Central Professional Development Fund shall be divided into three parts:

- (1) 40% of the money in the fund will be directly administered by the Central Professional Development 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 and funds for such leaves;

- (b) short term assistance as per 16.07;
  - (c) funding to support action research and the publication of articles of educational relevance;
  - (d) extraordinary funding to meet regional needs;
  - (e) any other matter that in the Central Professional Development Committee's opinion furthers the objectives of the fund.
- (2) 50% of the money in the fund will be allocated to the regions to provide such things as:
- (a) school based Professional Development;
  - (b) individual Professional Development; and
  - (c) regional or territorial conferences
- (3) 10% of the funds will be allocated for promotion and the administration of the Professional Development Fund.

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

- 16.03 (a) There shall be a Central Committee known as the Central Professional Development Committee consisting of two members named by the Department of Education, Culture & Employment, and two teachers named by the Association. This Committee shall administer the fund. The Committee shall determine its policies and procedures, subject to the general directions and requirements provided for in this Article.
- (b) The term of appointment for Central Professional Development Committee members shall be two years. These terms may be renewed or extended.
  - (c) The over all responsibility for the total fund shall be the mandate of the Central Professional Development Committee. The Central Professional Development Committee is responsible for and oversees:

- (i) the distribution of the fund in accordance with the agreed on amounts outlined in the Collective Agreement;
- (ii) that financial reports are received in a timely manner and approves such reports;
- (iii) setting policy that governs the work of the Association Professional Development Coordinator including approval of, or changes to the job description and the job evaluation process;**
- (iv) the development of policy to set the overall direction, promotion and coordination of professional development as it relates to the entire Professional Development Fund as described in 16.02**
- (v) that an annual report of Professional Development activities, both at the regional and central levels, is prepared and made available to all stakeholders; and
- (vi) that an evaluation process is developed and implemented at both central and regional levels to help determine if the funded professional development activities are meeting the goals and expectations of the program.**

**16.04 (a) In each Education Division there shall be a four person committee, known as the Regional Professional Development Committee consisting of two appointees of the Superintendent and two appointees of the Association Regional Executive. The Committee shall determine its policies and procedures, subject to the general directions and requirements provided for in this Article. This Committee shall distribute money received from the Central Professional Development Fund, coordinate, and approve Professional Development activities in accordance with approved policies and guidelines. Where the Committee has approved an application for Professional Development, the Employer shall not unreasonably withhold approval for leave. In the event of an impasse, the issue in dispute may be referred to the Central Professional Development Committee by any two appointees on a regional committee. Where the Central Professional Development Committee cannot resolve the issue, it may be further referred by any two Central Professional Development Committee appointees to an appeal committee comprised of an Assistant Deputy Minister of Education, Culture & Employment or designate and a Designated**

Representative of the Association who shall decide the matter within 14 calendar days of such referral.

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

<b>ZONE</b>	<b>JURISDICTIONS</b>	<b>FACTOR WEIGHTING</b>
1	Commission Scolaire Francophone de Division, South Slave, Fort Smith	1.0
2	Tlicho, Dehcho	1.5
3	Beaufort Delta, Sahtu	2.0

- 16.05 (a) Applications for Education Leave and Short Term Assistance shall be made to the Central Professional Development Committee which shall consider the applications subject to operational requirements and the best interests of education in the Northwest Territories. Applications shall conform to the criteria established by the Central Professional Development Committee. The application shall specify the length and nature of the leave or assistance requested and outline the intentions and goals of the member making the application.
- (b) Applications for Education Leave with or without allowances shall be submitted no later than March 15th of the year in which the leave will start or the assistance be used. The Central Professional Development Committee shall inform each applicant of its decision prior to March 31st of the year in which leave would commence.
- (c) Applications for short term assistance during the summer vacation period shall be submitted no later than May 30 of the year in which leave will commence or assistance be used.
- (d) Applications for any other types of assistance shall be made according to policy established by the Central Professional Development Committee.
- (e) Where the Committee has approved an application for Professional Development, the Employer shall not unreasonably withhold approval for leave.

**16.06 (1) Education Leave – Leave with Allowances**

- (a) A teacher with four or more continuous years of teaching experience with the Government of the Northwest Territories may be granted leave with allowances for professional development purposes. The leave will allow the member to participate in full time studies at or through a recognized institution for a period of one academic year.**
- (b) A teacher who has previously been granted leave under this agreement must complete a minimum of four continuous years of teaching with the Government of the Northwest Territories following the leave, before being eligible for another leave.**
- (c) The following entitlements shall be granted to a teacher receiving leave under Article 16.06(1)(a):**
  - (i) an allowance, in lieu of salary, of 60% of base salary or 60% of the category V maximum, whichever is the lesser;**
  - (ii) where leave granted is for a full academic year, the teacher shall receive traveling and removal expenses from the place of employment to the location of the educational institute and return traveling and removal expenses to the place of employment as approved by the Central Professional Development Committee (travel must be arranged by the most economical means);**
  - (iii) a guarantee to be returned to the former position or such other mutually agreed upon position at the basic salary not less than that received before leave was taken;**
  - (iv) credit for one year of teaching experience for salary purposes provided that the teacher will not receive as a result of the studies a qualification increment to a higher salary category and that the member is not already at the maximum experience level;**
  - (v) tuition and lab fees, but not books, course materials or student fees as follows:**

up to \$12,000

- (vi) where the teacher chooses to complete full-time studies via distance and remain within the geographic jurisdiction of the Northwest Territories, the teacher shall receive an allowance, in lieu of salary, of 75% of base salary or 75% of the category V maximum, whichever is the lesser and the tuition support as outlined in (v) but no travel or removal expenses.

**(2) Education Leave Without Allowances**

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

**up to \$12,000**

- (iv) a guarantee to be returned to the former position or such other mutually agreed upon position at the basic salary not less than that received before leave was taken;
- (v) where the teacher chooses to complete full-time studies via distance and remain within the geographic jurisdiction of the Northwest Territories, the teacher shall receive tuition support as outlined in (iii) but no travel or removal expenses.

**16.06 (3) (a) A teacher granted leave under Article 16.06(1) or 16.06(2) 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 the teacher during the leave or such lesser sums as determined by the Central Professional Development Committee.

- (b) Teachers completing an education leave with allowances must return to service for a period of two years in an Association position with the Government of the Northwest Territories. Teachers completing an education leave without allowances must return to service for a period of one year in an Association position with the Government of the Northwest Territories.

## **16.07 Short Term Assistance**

### **(a) Summer Credit Courses**

A teacher may be granted assistance to attend a university or college credit educational course or a Northern institute as approved by the Central Professional Development Committee held during the regular vacation period or, when operational requirements permit, held during the academic year.

Where prior approval has been granted, teachers receiving assistance under 16.07(a) shall be eligible to receive the following subsidies conditional upon submission of receipts and proof of completion of the course:

- (i) course and lab fees but not books or course materials or student 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) the total amount of subsidy for any recipient shall not exceed \$2,500;
- (iv) teachers receiving benefits under Article 16.07 will not be entitled to extra duty pay.

**(b) Distance Education or Correspondence Credit Courses**

Central Professional Development funds may be used to provide assistance to teachers who successfully complete an approved online or correspondence credit course.

Where prior approval for reimbursement has been granted, teachers who are receiving assistance under 16.07(b), are eligible to receive a maximum of \$5,000.00 per year (July 1 to June 30) in tuition reimbursement for distance courses. Reimbursement will be paid out to members upon the submission of receipts and proof of completion of the course. Books, course materials or student fees are not eligible for reimbursement.

**(c) Education Leadership Program**

Central Professional Development funds may be used to reimburse members for costs incurred in attending the Northwest Territories Educational Leadership Program.

Where prior approval has been granted, teachers receiving assistance under 16.07(c), are eligible to receive a maximum of \$2,500 (per school year) to cover eligible costs incurred in taking this program. Reimbursement will be paid out to teachers upon the submission of receipts and proof of completion of the program. The Central Professional Development Committee will determine eligible expenses under 16.07(c).

**(d) Summer Non-credit, Certificate or Professional Courses**

A teacher may be granted assistance to attend a summer non-credit, certificate or professional educational course held during the regular vacation period.

- (i) Where prior approval has been granted, teachers receiving assistance under 16.07(d) shall be eligible to receive a \$500 (maximum) subsidy upon submission of receipts and proof of completion of the non-credit or professional course. Where a transcript is not available, an original copy of a letter outlining successful completion (on letterhead) will be accepted.**
- (ii) Tuition or course fees are eligible for reimbursement. Books, course materials, student fees, or any other fees are ineligible for reimbursement.**

**16.08(1) Student Success Initiatives**

- (a) A fund consisting of .75% of the gross basic salary of teachers to whom this agreement applies, calculated at the start of the academic year, will be used for professional development that supports student success initiatives.**
- (b) The membership of the Student Success Professional Development Selection Committee will consist of four voting members, two representatives from the Department of Education, Culture and Employment, and two **Designated Representatives** of the Association, and will function as a part of the Student Success Selection Committee.**
- (c) The Student Success Professional Development Selection Committee will be responsible for making decisions with regard to the allocation of professional development funding for student success initiatives.**

- (d) The professional development funding will be available to allocate to student success initiatives submitted from each Divisional Education Council on the basis of the total teachers' salaries per Education Division.
- (e) The professional development funding must be allocated to professional development that supports student success initiatives.
- (f) Funds not expended for these purposes must be carried over to the next fiscal year.
- (g) The fund will be administered through the Association's **Professional Development** office. Travel expenses for the representatives to meet will be paid from the fund.
- (h) In August of each year the Association and the Department of Education, Culture and Employment will confirm the membership of the Student Success Professional Development Selection Committee.

#### **16.08(2) Aboriginal Language Acquisition Courses**

- (a) There shall be additional amounts placed in the fund for the purpose of professional improvement of language proficiency in one or more of the official Aboriginal Languages of the Northwest Territories, as follows:

**\$100,000** on or before September 1, **2008**;  
**\$100,000** on or before September 1, **2009**;  
**\$100,000** on or before September 1, **2010**.  
**\$100,000** on or before **September 1, 2011**:

### **ARTICLE 17**

#### SEVERANCE PAY

##### Lay-off

- 17.01 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.
- 17.02 The severance pay for an employee laid off for the first time following the signing of this Agreement is:

- Ten days pay for the first, and four 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.

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

- Four 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

17.04 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.

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

## ARTICLE 18

### RESIGNATION AND PROBATION

#### Hiring, Probation and Termination

##### Hiring

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

### Probation

- 18.02 Subject to 18.03 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.
- 18.03 Notwithstanding 18.02, a teacher who previously was a tenured teacher in another province or territory may be requested to enter into a probationary contract of two years or may have the probationary period reduced by the Employer.
- 18.04 A teacher who comes on staff before December 23 of the academic year and remains on staff for the balance of that year will be deemed to have served a year of probation at the end of the academic year.
- A teacher who comes on staff after December 23 will be deemed to have completed a year of probation at the end of the subsequent academic year or may have all or part of that period waived by the Employer.
- 18.05 The Employer and the Association agree to the desirability of providing advice, assistance, and assessment of teachers on probation. Where operational requirements permit, the Employer will arrange for two visits by supervisory personnel to the classroom of each probationary teacher each year.
- 18.06 (a) An employee who is promoted will be on probation in the new position for up to one year.
- (b) Subject to 18.06 (a) the employee's performance during this probationary period will not adversely affect the employee's status before promotion.

### Dismissal

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

- 18.08 The Employer will not terminate the contract of employment of teachers who have successfully completed their probationary period, except by mutual consent or for cause or incompetence.
- 18.09 No teacher will be dismissed, demoted or suspended for disciplinary reasons without just cause. The grounds for the disciplinary action must be given in writing when notified by the Employer.

### Lay-Offs

- 18.10 Where it is determined by a **Divisional Education Council** that a lay-off is necessary within its jurisdiction and where natural attrition, transfers and leaves of absences do not effect the necessary reductions in staff, in recognition of the value of teachers with long service, the **Divisional Education Council** shall give fair consideration to retaining qualified teachers having the greatest continuous employment with the Employer. For purposes of applying this article a qualified teacher is one possessing the necessary academic qualifications, training and experience for a specific teaching position.
- 18.11 No teacher will be laid off until the Employer has determined that the teacher cannot be accommodated elsewhere in the Bargaining Unit.
- 18.12 A lay-off will be effective only at the end of the academic year.
- 18.13 (a) In the event of an impending lay-off representatives of the **Divisional Education Council** 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 18 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 teacher's school/community,
  - within the teachers' **Divisional Education Council**;
  - within other **Divisional Education Councils**.

- (d) The lay-off of a teacher who is notified after the time period specified in 18.13(b) will not be effective until the end of the subsequent academic year.
- 18.14
- (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 **Divisional Education Council** shall give fair consideration to redeploying qualified laid off teachers having the greatest continuous employment with the Employer.
- 18.15
- (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

- 18.16
- (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 18.16(a) will not be entitled to removal expenses unless the resignation is accepted without prejudice.
  - (c) A teacher who provides notice of resignation earlier than required in Article 18.16 (a) will be entitled to be paid a bonus as follows:
    - (i) A teacher who remains on active duty until the end of the academic year, or who is on Employer approved leave at the end of the academic year, and who provides written notice of resignation no later than 90 calendar days before the last day of the academic year shall be paid an early notice bonus of \$300.00.

- (ii) A teacher who remains on active duty until the end of the academic year, or who is on Employer approved leave at the end of the academic year, and who provides written notice of resignation no later than 120 calendar days before the last day of the academic year shall be paid an early notice bonus of \$500.00.

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

A teacher who withdraws his or her resignation will not be entitled to the early notice bonus.

- (d) **A term teacher shall not be entitled to the early notice bonus as outlined in 18.16(c).**

**18.17 The Employer shall consider written applications up to May 15<sup>th</sup> of each academic year submitted by teachers who have indicated their desire to transfer.**

**18.18 Indeterminate positions coming available throughout the school year shall be filled as term positions for the remainder of that academic year.**

**18.19 MEDICAL TERMINATION**

**This Clause shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer, supported by medical evidence, that the employee was incapable of performing his/her duties because of chronically poor health; and when such occurs:**

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

## ARTICLE 19

### CONTINUING BENEFITS OF THE RETURNING EMPLOYEE

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

## ARTICLE 20

### GRIEVANCE AND ARBITRATION PROCEDURES

#### Definition of Grievance

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

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

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

- (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

- 20.02 Grievances arising out of the circumstances described in 20.01 which are not resolved during the grievance procedure described in 20.05, may be finally resolved as follows:
- (a) Grievances concerning 20.01(a), or 20.01(c) or 20.01(d) will be finally resolved by reference to arbitration in accordance with the procedure in 20.05;
  - (b) Grievances concerning 20.01(b) will be finally resolved by reference to the **Minister of Human Resources or designate**.
- 20.03 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 a **Designated Representative**.
- Notwithstanding the provisions of Article 2.01(14), a substitute teacher has access to the grievance procedure.
- 20.04 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

- 20.05 The grievance procedure will consist of the following steps:

##### Step 1

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

The Superintendent will enter into discussions with the grievor and the Association in an effort to resolve the complaint. If the complaint is not resolved within **10** 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 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 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 will provide to the grievor and the Association a written decision, with reasons, concerning the grievance within **10** working days of the meeting or 20 working days following receipt of the written grievance.

The grievance must include a statement of the following:

- (a) the name(s) of the aggrieved,
- (b) the nature of the grievance and the circumstances out of which it arose,
- (c) the remedy or correction the employer is requested to make,  
and
- (d) the sections where the agreement is claimed to be violated.

### Step 3

A grievor who is not satisfied with the decision at step 2 may, within **10** working days of receiving the decision, forward the grievance in writing to the Executive Director of the Association and the Director of **Corporate Human Resources**.

The Executive Director of the Association and the Director of **Corporate Human Resources** 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 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

- 20.06 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.
- 20.07 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.
- 20.08 (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.
- 20.09 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.
- The Arbitrator has the authority to determine whether any matter is arbitrable.
- 20.10 The Employer and the Association will each pay one-half of the remuneration and expenses of the Arbitrator. Each party will pay its own expenses.
- 20.11 An Arbitrator may determine that an employee has been dismissed, demoted or suspended contrary to Article 18.09, and may direct the Employer to reinstate the employee without any loss of salary and benefits.

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

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

- 20.12 As an alternative to the formal arbitration process set out in 20.06 to 20.11, 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 21

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 21.01 When as a result of a formal review, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given a copy of the formal review report.
- 21.02 The Employer will not introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, unless the employee has received a copy of the document at the time of filing or within a reasonable period.
- 21.03 Employees may have access to their personnel file at their **Regional Human Resource Service Centre** at times convenient to the **Employee and the Employer** and in the presence of an authorized representative of the Employer.
- 21.04 Upon presentation of a written request from the employee, a **Designated Representative** of the Association may be supplied with information and copies of documents from the employee's personnel file. The employee must have specifically identified what information and documents are to be made available to the representative.

There will be **one** personnel file, located in the **Regional Human Resource Service Centre**.

- 21.05 An employee's personnel file will be cleared of all adverse comments, reports or correspondence if the employee has been continuously employed for **three (3)** years from the date of the last adverse comment, report or correspondence.

21.06 Employees may place documents on their personnel file with the approval of their supervisor.

## ARTICLE 22

### RESPONSIBILITIES FOR SAFE WORKING ENVIRONMENT

22.01 (1) The Employer will make all reasonable provisions for the occupational safety and health of employees. The Employer welcomes suggestions on the subject from the Association.

The parties will consult with a view to adopting and effectively carrying out reasonable procedures and techniques intended to prevent or reduce the risk of employment injury.

Employees will carry out all reasonable provisions made for their health and safety by the Employer.

(2) The Employer will comply with all applicable provisions of NWT health and safety legislation.

22.02 No teacher is required to report for duty at a school when the students, as a result of health or safety hazards, have been dismissed from the school. Such days, when the school is closed, will be deemed as sessional days.

22.03 (1) The parties agree that every teacher has a right to freedom from harassment in the workplace because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.

(2) All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with applicable policies and procedures. The parties agree that the employer has the right and obligation to impose remedial measures and/or disciplinary measures as and when required to ensure that the provisions of this article are observed and adhered to. The parties further agree that the employer shall take reasonable steps to ensure that the harassment stops. The Employer further agrees that victims of harassment shall be protected where possible from repercussions that may result from a complaint.

- (3) Harassment includes any conduct, gesture or contact that is likely to cause offense or humiliation. It also includes perception, on reasonable grounds, of placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 22.04 (1) The Employer and the Association recognize that every employee has a right to freedom from assault in the workplace. Assault means physical assault, verbal assault or threatened assault.
- (2) When a teacher has suffered an assault, the Principal will immediately investigate the situation in accordance with the steps outlined in the *Education Act*, *Safety Act* and any other relevant jurisdictional policies and regulations.
- (3) The Principal will keep the school's **Designated Representative** informed of ongoing developments for each situation under investigation.

### ARTICLE 23

#### CONTRAVENTION OF THE *PUBLIC SERVICE ACT*

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

### ARTICLE 24

#### EXTRANEIOUS DUTIES AND OUTSIDE EMPLOYMENT

- 24.01 The Employer and the Association recognize the undesirability of requiring teachers to perform functions other than those exclusively educational.
- 24.02 (1) The Employer and the Association recognize that some forms of business, outside employment and activities are a conflict of interest with the teacher's normal duties and as such are undesirable.
- (2) (a) A teacher who wishes to carry on business or engage in outside employment or activities will notify the Employer in writing of the business, outside employment or activity.

- (b) Teachers wishing to carry on business or engage in outside employment or activities are advised to consult the Regulations pursuant to the *Public Service Act* and the Code of Conduct Respecting Conflict of Interest and Oath of Office and Secrecy.

## **ARTICLE 25**

### PRINCIPAL'S SCHOOL ADMINISTRATION TIME

- 25.01 The Employer undertakes to ensure that Principals are allowed adequate time free of teaching duties to perform their administrative duties.
- 25.02
  - (a) 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.
  - (b) Principals shall be paid for up to 10 additional days. The Superintendent, in consultation with the Principal, shall determine the work to be performed by the Principal. Principals will be compensated their Daily Rate of pay for these additional days.**
- 25.03 Principals, as part of their duties, are required to discuss with the Superintendent the effectiveness of education program delivery in their schools. This includes an analysis of the strengths and weaknesses of professional staff and the content, practices and procedures that relate to the education program of the school.

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

## **ARTICLE 26**

### EVALUATION

- 26.01 The prime purpose of evaluation will be the increased effectiveness of personnel in improving instruction.

- 26.02 All evaluations will be conducted openly and with the knowledge of the teacher and will follow the NWT Teacher Growth and Evaluation model, or a similar model approved by the Department of Education, Culture and Employment.
- 26.03 Teachers will be given an opportunity to address concerns which may be identified during the evaluation process.
- 26.04 The results of such evaluations shall be made known to the teacher concerned in a timely manner and, where results of evaluations are produced in written form, a copy will be given to the teacher concerned.
- 26.05 **Teacher's evaluations and comments will be kept on the personnel file.** Proper security shall be maintained on teacher evaluation files. The evaluation files may only be viewed by the Superintendent, the Assistant Superintendent, **Principal**, and authorized employees of the Employer. Any other person wishing to view the teacher's file may do so only with the written consent of the teacher. Teachers shall be permitted to view their own files at any mutually convenient time during the normal working office hours.

## **ARTICLE 27**

### JOINT CONSULTATION

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

## **ARTICLE 28**

### PROCEDURE FOR COMMENCEMENT OF NEGOTIATIONS

- 28.01 Collective bargaining will start after February 1 of the year when this Agreement will terminate provided that:
- (1) The Association gives the Employer at least 30 days notice of its intention to enter into collective bargaining, or
  - (2) The Employer gives the Association at least 30 days notice of its intention to enter into collective bargaining.

28.02 When notice to enter into collective bargaining has been given by either party, then collective bargaining will start no later than 60 days following receipt of that notice.

## **ARTICLE 29**

### DURATION AND RENEWAL

29.01 This Agreement shall come into effect on the first day of September **2008** except for those Articles or Clauses that are shown as coming into effect on another date.

29.02 This Agreement will remain in effect until the 31<sup>st</sup> day of August **2012**.

29.03 Notwithstanding 29.01, **teacher pay and A4 allowances for the academic year will begin the first pay period in August.**

29.04 Notwithstanding 29.02, this Agreement may be amended by mutual consent.

29.05 Notwithstanding the preceding, the provisions of this Agreement, shall remain in effect during the negotiations for its renewal.

## **APPENDIX 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) **sessional days**
- b) five Professional **Development** days;

- c) up to 2.5 days which the Superintendent 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.

A teacher required by the Employer to report for duty for more than 195 school days will be paid **their Daily Rate of Pay**.

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

- A1.03 Teachers are paid in accordance with the Employer's bi-weekly pay system.
- A1.04 Where pay advices are distributed to employees at their place of work, they shall first have been placed in envelopes and sealed.  
  
Pay will be deposited to the credit of the employee with the financial institution of his/her choice in Canada.
- A1.05 A part-time teacher will be paid in accordance with verified qualifications and teaching experience as shown in Appendix "C". The amount will be pro-rated according to time actually spent on duty.
- A1.06 A teacher who does not have the minimum qualifications specified for Category 1 of the salary schedule will be paid at the minimum rate of Category A.
- A1.07 No employee will lose salary because of an appointment to a position in a community where a revised academic year is in effect.
- A1.08 (1) Substitute teachers will be paid the daily rate of the **Substitute Teacher Salary Grid in Appendix D in accordance with their qualifications and teaching experience.**

(2) **Qualifications**

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

**(3) Teaching Experience**

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

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

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

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

- A1.09
- (1) If retroactive deductions are necessary, no continuing employee will have over 10% of gross earnings deducted per pay period.
  - (2) Where deductions for salary recoveries are required, the employee will be provided with a written explanation of the deductions one pay period prior to the pay period in which the recoveries are initiated.
  - (3) Teachers who do not receive a pay cheque on their normal pay day, will receive 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.

## **ARTICLE A2**

### QUALIFICATIONS

A2.01 (1) Category A

Teachers with less than one year teacher education.

(2) Category 1

One year of teacher education.

(3) Category 2

Two years of teacher education.

(4) Category 3

Three years of teacher education.

(5) Category 4

Four years of teacher education which includes at least one degree.

(6) Category 5

Five years of teacher education which includes at least one degree.

(7) Category 6

Six years of teacher education which includes two bachelor degrees or at least one graduate degree.

No teacher who is at Category 6 as of November 9, 2001 will have his or her salary reduced as a result of the implementation of this Article.

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 **Department of Education, Culture and Employment. The TQS will decide appeals of placement on the salary grid.**

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

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

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

(4) The **TQS** advises the **Department of Human Resources, the Superintendent** and the teacher of the placement.

(5) The effective date of any adjustment to salaries for increased teacher education is the date the **TQS** receives the notice referred to in A2.05 (3).

- A2.05** Original documents or official validated copies are necessary as proof of qualifications.
- A2.06** Teachers being paid at Categories 4, 5 or 6 when this Agreement is implemented will continue to be paid within their appropriate pay level until their academic qualifications meet the requirements of a higher Category.
- A2.07** The requirement for a degree in Categories 4 and 5 do not apply to teachers of a vocational program who are granted credit for a **journeyperson's** standing by an accredited Canadian teachers training institution and who hold a valid vocational teaching certificate.
- A2.08** A teacher who does not have a university degree and who completes university courses leading to a complete year of university **education** as of the date of ratification of this Agreement will receive a pro-rata allowance for the portion of the years work which has been completed.

This amount is calculated by multiplying the fraction of the **year's** work completed (**as identified by the TQS**) by the difference between the salary **of the current Category in which the teacher has been evaluated and the next highest Category.**

**Example:**

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

**Teacher Experience – 21 years**

**Calculation from the Grid:**

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

**1/10 pro rata = .10**

**Allowance = Difference X .10**

- A2.09** The **Employee must provide to the Superintendent, a criminal record check and a vulnerable person's screening check upon hire**, and as part of the certification and recertification process for every teacher; **the Employer may request** criminal record checks at other times, depending upon the circumstances.

## ARTICLE A3

### EXPERIENCE INCREMENTS

- A3.01 A teacher is granted one Experience Increment for each year of teaching experience in Canada or comparable experience elsewhere.
- (1) A year of teaching experience consists of:
    - (a) any combination of teaching experience totalling 195 sessional days; or
    - (b) a minimum of 150 teaching days in a single academic year; or
    - (c) an accumulation, subject to A3.03, of pro-rated part-time days which total to the equivalent of 195 full days; or
    - (d) a year of teaching experience as certified by a previous employer.
  - (2) A teacher may not claim more than one Experience Increment on the basis of A3.01(1)(b).
  - (3) A teacher is entitled to an Experience Increment earned under A3.01(1)(a) as soon as it is earned, provided it has not already been claimed in A3.01(1)(b).
- A3.02 Before appointment to the teaching staff of the Government of the Northwest Territories, the teacher submits proof of previous teaching experience to the **Registrar of the TQS** appointed under Section 49 of the *Education Act*.
- A3.03 Teaching experience is experience of at least 15 consecutive teaching days as a teacher, contract 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 **Journeyperson** 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.
- (d) High school courses – experience gained in a college or a university setting delivering high school course materials; or as an instructor in a Teacher Education Program.

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

- (2) Each year of related experience, attained after qualification of **Journeyperson**, 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 **Journeyperson**, to the maximum increment level of the appropriate salary class.

A3.07 Teachers are granted experience increments for previous experience as an Education Assistant.

The experience increment is one year of teaching experience for every two years of Education Assistant experience, to a maximum of five increments.

## ARTICLE A4

### ALLOWANCES

#### Principal's Allowance

#### **A4.01 AMEND TO READ**

Based on the number of full-time equivalent students registered in the school on September 30<sup>th</sup> of the previous school year, a Principal is paid an allowance for administrative and supervisory responsibilities as follows:

Effective September 1, 2008, a principal will be paid the applicable percentage of \$86,473 that represents the 2007/08 salary for the maximum step of Category 4.

Number of students	Percentage of Maximum Step of Category 4
1-150	15%
151-250	18%
251-400	20%
401 and over	23%

Effective the first day of the 2009/10 school year and each year thereafter, a principal will be paid the applicable percentage as noted above, of the maximum step of Category 4.

#### 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.

Where an Assistant Principal acts as Principal for 5 consecutive working days, the Assistant Principal shall receive the Principal's allowance for the remainder of the time that he or she acts as Principal.

**Where the Superintendent, in consultation with the Principal, determines that it is necessary for the Assistant Principal to commence work prior to beginning of the school year or following the conclusion of the school year to perform administrative duties, the Assistant Principal shall be compensated at his/her Daily Rate of Pay for the additional days. These additional days shall not exceed four (4).**

#### **Grade and Subject Coordinator's Allowance**

A4.03 Grade **Coordinators** and Subject **Coordinators** appointed by the Superintendent **will** receive an annual Allowance for supervisory responsibilities **as follows:**

- **\$1,880 effective September 1, 2008,**
- **\$1,960 effective September 1, 2009,**
- **\$2,043 effective September 1, 2010, and**
- **\$2,145 effective September 1, 2011.**

#### 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 Superintendent receive an annual allowance **as follows:**

- **\$5,213 effective September 1, 2008,**
- **\$5,435 effective September 1, 2009,**
- **\$5,666 effective September 1, 2010, and**
- **\$5,949 effective September 1, 2011.**

(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:

- (i) actual classroom teaching
- (ii) individual student counselling
- (iii) parent teacher interviews
- (iv) extra-curricular activities
- (v) school/community relations

#### Teacher Consultant's Allowance

A4.05 In addition to salary and other allowances, Teacher Consultants will receive an allowance **as follows:**

- **\$4,544 effective September 1, 2008,**
- **\$4,737 effective September 1, 2009,**
- **\$4,938 effective September 1, 2010, and**
- **\$5,185 effective September 1, 2011.**

#### Acting Duties Allowance

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

#### Limitation

- A4.07 A teacher will not be paid more than one of the Allowances in A4.01, A4.02, A4.03 or A4.05.

#### Direction of Student Teacher Allowance

- A4.08 **Teachers will be paid a weekly allowance for each student teacher under their direction as follows:**
- **\$142 effective September 1, 2008,**
  - **\$148 effective September 1, 2009,**
  - **\$154 effective September 1, 2010, and**
  - **\$162 effective September 1, 2011.**

#### Mentoring Allowance

- A4.09 Upon the recommendation of the principal and the approval of the **Superintendent** an annual allowance will be paid to a teacher who is formally mentoring another individual in an approved mentoring program as follows:
- **\$1,134 effective September 1, 2008,**
  - **\$1,182 effective September 1, 2009,**
  - **\$1,232 effective September 1, 2010, and**
  - **\$1,294 effective September 1, 2011.**

This allowance is not available to principals or assistant principals.

Professional Allowance

- A4.10 **An annual professional allowance is payable to teachers on a common date near the end of the school year as follows:**
- **\$850 effective September 1, 2008,**
  - **\$886 effective September 1, 2009,**
  - **\$924 effective September 1, 2010, and**
  - **\$970 effective September 1, 2011.**

**ARTICLE B1**

NORTHERN ALLOWANCE

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

## B1.02 Northern Allowance

Effective September 1, 2008

Community	Rate	Community	Rate
Aklavik	18,715	Jean Marie River	11,510
Behchoko(Edzo)	4,689	Kakisa	6,950
Behchoko(Rae)	4,712	Lutselk'e	14,471
Colville Lake	20,365	Nahanni Butte	15,760
Deline	18,687	Norman Wells	14,506
Fort Good Hope	18,381	Paulatuk	22,403
Fort Liard	7,506	Sachs Harbour	23,129
Fort McPherson	14,863	Trout Lake	19,234
Fort Providence	7,053	Tsiigehtchic	15,133
Fort Resolution	8,354	Tuktoyaktuk	19,075
Fort Simpson	9,895	Tulita	16,919
Fort Smith	5,616	Uluhaktok(Holman)	24,602
<b>Gameti</b>	<b>13,400</b>	Wekweti	13,135
Hay River	5,320	Wha Ti	13,079
Hay River Reserve	5,341	Wrigley	14,905
Inuvik	13,672	Yellowknife	3,250

**ARTICLE B2**ULTIMATE REMOVAL ASSISTANCE

- B2.01 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.
- B2.02 An **indeterminate** employee's entitlement to Ultimate Removal Assistance is determined on the basis of length of service with the Government of the Northwest Territories as follows:

## (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.

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

## (ii) Community Rates

Community	Rate	Community	Rate
Aklavik	13,440	Kakisa	6,595
<b>Behchoko</b>	<b>5,737</b>	Lutselk'e	8,320
Colville Lake	10,880	Nahanni Butte	8,320
Deline	9,600	Norman Wells	9,600
Fort Good Hope	10,880	Paulatuk	13,440
Fort Liard	7,924	Sachs Harbour	14,720
Fort McPherson	12,693	Trout Lake	8,320
Fort Providence	6,770	Tsiigehtchic	12,372
Fort Resolution	6,861	Tuktoyaktuk	13,440
Fort Simpson	6,929	Tulita	9,600
Fort Smith	5,737	<b>Uluhaktok</b>	13,440
<b>Gameti</b>	<b>8,320</b>	<b>Wekweti</b>	8,320
Hay River	6,595	Wha Ti	7,680
Hay River Reserve	6,595	Wrigley	8,191
Inuvik	12,800	Yellowknife	6,329
Jean Marie River	7,663		

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

#### Application

**B2.03** Ultimate Removal Assistance applies to all employees except **employees hired locally whose community of residence upon termination is the same as the point of recruitment. These employees are only entitled to Ultimate Removal Assistance after 10 years of service. After 10 years of service, these employees are entitled to 100% of the community rate.**

#### **B2.04** Payment of Ultimate Removal Assistance

- a) **Payment of the lump sum will be made upon the provision of evidence satisfactory to the Department of Human Resources that the employee has moved from their community of residence.**
- b) **The employee is responsible for making all moving arrangements and paying for his/her move.**
- c) **Employees must move from their community of residence within one year from the date of termination**
- d) **If a former employee does not move from their community of residence within one year from the date of termination, they will no longer be entitled to the Ultimate Removal Assistance.**
- e) **Term employees who do not complete their term are not eligible to receive Ultimate Removal Assistance unless their resignation is accepted by the Superintendent without prejudice.**
- f) **Only one entitlement will be paid per family unit.**

### ARTICLE B3

#### RELOCATION EXPENSES ON INITIAL APPOINTMENT AND SUBSEQUENT MOVES AS AN EMPLOYEE

**B3.01 The employer will reimburse employees for reasonable expenses incurred in moving with 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 **B4**).

(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.

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

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

- (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 **facsimilies** and telephone calls necessary to expedite shipment of household effects.

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

- (a) 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, 4082 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 the location is 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) 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.

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

- (f) Reimbursement of incidental expenses of the move not specifically provided in this Article not exceeding \$200.00.

#### Real Estate Costs

B3.05 (a) **This article applies only to indeterminate employees and principals who are hired for a term of at least 2 years.**

- (b) 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.
- (c) 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.

#### Costs of Breaking Leases

B3.06 **This article applies only to indeterminate employees and principals who are hired for a term of at least 2 years.**

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

### Limitations

B3.07 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

### DUTY TRAVEL

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

#### Entitlement

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

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

#### Transportation

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

(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 B4.10 to B4.15);
- (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

- B4.04 (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 \$50.00 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 \$50.00 non-commercial accommodation allowance in B4.04(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.

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

B4.05 (a) **AMEND TO READ**

Expenses claimed under this heading are to cover the cost of meals consumed and incidental expenses such as tips, etc.

For periods of Duty Travel up to 15 calendar days, a flat per diem rate will be paid as follows:

- i. **\$100 per day will be provided to an employee who is on duty travel to a destination(s) in the NWT for any day that includes an overnight stay.**

**In the event an employee is on duty travel status in a day that does not include an overnight stay, s/he shall be entitled to a flat rate of \$75.00.**

- ii. **\$75 will be provided to an employee who is on duty travel to a destination(s) outside of the NWT for any day that includes an overnight stay.**

**In the event an employee is on duty travel status in a day that does not include an overnight stay, s/he shall be entitled to a flat rate of \$55.00.**

- iii. **In the event an employee is on duty travel status in a day in both the NWT and another province or territory, the per diem rate will be provided for the final destination for each day.**

**Where the actual cost of meals exceeds the maximum allowance, and the reason for this excess can be justified and are supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred.**

- (b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals and incidental expenses shall be reduced to 50% of the **daily rate** for all days in excess of fifteen (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.

#### Other Expenses

**B4.06** Employees shall be reimbursed for:

- (a) long distance calls of an official nature providing that an explanation is provided.
- (b) 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;
- (c) local phone calls for business purposes;
- (d) Child care expenses – a maximum of \$25.00 (twenty five dollars) a day per dependant child sixteen (16) years of age or younger upon provision of receipts if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

#### Limitations

**B4.07** No item of "other expenses" or transportation over **\$10**, will be reimbursed without a receipt.

**B4.08** The following expenses are not allowed:

- (a) purchase of briefcases, pens, tools or any other supplies or equipment;
- (b) rental or purchase of movies or other entertainment;
- (c) purchases of a personal nature, such as baggage, clothing etc.;
- (d) telephone, or facsimile 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

- B4.09
- (a) The Employer authorizes Duty Travel by signing the Travel Authorization and Expense Claim Form (the form) 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

- B4.10
- (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 **the daily rate and** lodging expenses exceed the cost of the same journey by ordinary commercial means.

### Entitlements

- B4.11 Subject to B4.13 and B4.14, the following are provided:
- (a) where the use of a privately owned car is authorized:

- (i) for the Employer's rather than the individual's convenience - \$0.58 cents per kilometre;
- (ii) for the individual's rather than the Employer's convenience - \$0.27 cents per 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.

**B4.12** At the Employee's Normal Place of Duty - employees required to use their car extensively on Government business at their normal place of duty when a Government vehicle is not available, may be paid an allowance to suit the circumstances.

#### Limitations

**B4.13** The following limitations apply:

- (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.

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

### Procedure

- B4.15 (1) The Employer will authorize the distance allowance by signing 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

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

### Entitlement

- B4.17 Subject to the Employer's approval, payment may be made for transportation in the employee's headquarters area in the following circumstances:
- (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.
- B4.18 If a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as in B4.12.

Limitations

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

**ARTICLE B5**

Dental Plan

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

**ARTICLE B6**

INDEMNIFICATION

- B6.01 Indemnification means the defence and settlement of actions, proceedings or prosecutions against Employees (including payment of any legal costs, damages or other monies payable by Employees in respect of such actions, proceedings or prosecutions) arising out of acts performed or not performed by them at any time in the course of and within the scope of their employment and duties in the public service.
- a) Employees who are served with, or receive, notice of any action, proceeding or prosecution shall immediately notify their Superintendent.
  - b) Upon receipt of notification from an Employee, the Superintendent shall refer the matter to the Deputy Minister of **Education, Culture and Employment**.
  - c) The Deputy Minister of **Education, Culture and Employment, in consultation with** the Deputy Minister of Justice shall examine the matter to decide if the Employee is entitled to Indemnification in accordance with the terms of the Indemnity Agreement contained in the Human Resource Manual.

- d) If the Deputy Minister of Justice determines that the Employee is entitled to Indemnification, the Deputy Minister of Justice shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, the Deputy Minister of Justice shall unilaterally appoint counsel to act on behalf of the Employee. In the case of actions, proceedings or prosecutions covered under a policy of insurance maintained by the GNWT, the insurer under such policy retains the exclusive right, without consultation with the Employee, to appoint legal counsel to act on behalf of the Employee.
- e) The Employer shall pay all legal fees, damages, or other monies payable in connection with the defence or settlement of any action, proceeding or prosecution in respect of which an Employee is entitled to Indemnification.

## ARTICLE B7

### EMPLOYEE TRAVEL ACCIDENT INSURANCE

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

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

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

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

- (1) Accidental Death and Dismemberment  
- \$200,000.00 Principal Sum.
- (2) Weekly Indemnity to be paid over a maximum of 52 weeks.  
The lesser of:
  - (a) \$250.00; or
  - (b) 70% of the employee’s normal weekly earnings, or

(c) 100% of the employee's normal weekly earnings reduced by the amount of any weekly benefit which is payable to the employee by the **Workers' Safety and Compensation Commission**, or any other government agency in respect of the employee's disability. In no case shall the weekly income benefit be less than \$100.

(3) Medical Expense  
- \$10,000.00 maximum

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

Proportion of Principal  
Sum Payable by Insured

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

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

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

## APPENDIX C

## SALARY SCHEDULE

Effective September 1, 2008

Step	Years of Experience	CATEGORY						
		A	1	2	3	4	5	6
1	0	51,029	52,744	55,601	58,598	63,331	66,669	69,497
2	1	53,071	54,854	57,824	60,941	65,864	69,336	72,278
3	2	55,094	56,947	60,029	63,265	68,375	71,979	75,034
4	3	57,135	59,057	62,253	65,609	70,909	74,646	77,813
5	4	59,208	61,199	64,511	67,989	73,481	77,354	80,635
6	5	61,320	63,382	66,813	70,415	76,101	80,113	83,512
7	6	63,478	65,612	69,164	72,893	78,779	82,932	86,450
8	7		67,893	71,569	75,427	81,518	85,815	89,456
9	8			74,032	78,023	84,324	88,769	92,534
10	9			76,556	80,683	87,199	91,795	95,690
11	10				83,411	90,148	94,900	98,926
12	11						98,085	102,246

Effective September 1, 2009

Step	Years of Experience	CATEGORY						
		A	1	2	3	4	5	6
1	0	53,198	54,986	57,964	61,088	66,022	69,502	72,451
2	1	55,326	57,186	60,282	63,531	68,663	72,282	75,349
3	2	57,436	59,367	62,580	65,954	71,281	75,039	78,223
4	3	59,564	61,566	64,899	68,397	73,922	77,819	81,120
5	4	61,724	63,800	67,253	70,878	76,604	80,641	84,062
6	5	63,926	66,076	69,652	73,407	79,336	83,518	87,061
7	6	66,176	68,400	72,103	75,991	82,127	86,457	90,124
8	7		70,778	74,610	78,633	84,983	89,463	93,258
9	8			77,178	81,339	87,907	92,542	96,467
10	9			79,810	84,112	90,905	95,697	99,757
11	10				86,956	93,979	98,933	103,130
12	11						102,253	106,592

**Effective September 1, 2010**

CATEGORY

Step	Years of Experience	A	1	2	3	4	5	6
1	0	55,459	57,323	60,427	63,685	68,828	72,456	75,530
2	1	57,677	59,616	62,844	66,232	71,582	75,354	78,552
3	2	59,877	61,890	65,240	68,757	74,311	78,228	81,547
4	3	62,095	64,183	67,657	71,304	77,064	81,126	84,568
5	4	64,347	66,511	70,111	73,891	79,859	84,068	87,635
6	5	66,643	68,884	72,613	76,527	82,708	87,067	90,761
7	6	68,988	71,307	75,167	79,220	85,617	90,131	93,955
8	7		73,786	77,781	81,974	88,595	93,265	97,221
9	8			80,459	84,796	91,643	96,475	100,567
10	9			83,202	87,687	94,768	99,764	103,997
11	10				90,652	97,974	103,138	107,513
12	11						106,599	111,122

**Effective September 1, 2011**

CATEGORY

Step	Years of Experience	A	1	2	3	4	5	6
1	0	58,232	60,189	63,449	66,869	72,270	76,079	79,307
2	1	60,561	62,597	65,986	69,543	75,161	79,122	82,479
3	2	62,870	64,984	68,502	72,195	78,026	82,139	85,625
4	3	65,200	67,392	71,040	74,869	80,917	85,182	88,796
5	4	67,565	69,837	73,616	77,585	83,852	88,272	92,017
6	5	69,975	72,328	76,243	80,353	86,843	91,421	95,299
7	6	72,438	74,873	78,926	83,181	89,898	94,637	98,653
8	7		77,476	81,670	86,073	93,024	97,928	102,082
9	8			84,481	89,035	96,226	101,298	105,595
10	9			87,362	92,071	99,507	104,752	109,196
11	10				95,185	102,872	108,295	112,889
12	11						111,929	116,678

**APPENDIX D**  
**SUBSTITUTE TEACHER SALARIES**

**Effective September 1, 2008**

		Level		
Step	Years of Experience	1	2	3
1	0	188.25	225.90	271.08
2	1-3	196.88	236.25	283.50
3	3+	205.50	246.60	295.92

**Effective September 1, 2009**

		Level		
Step	Years of Experience	1	2	3
1	0	196.25	235.50	282.60
2	1-3	205.24	246.29	295.55
3	3+	214.23	257.08	308.50

**Effective September 1, 2010**

		Level		
Step	Years of Experience	1	2	3
1	0	204.59	245.51	294.61
2	1-3	213.96	256.76	308.11
3	3+	223.34	268.01	321.61

**Effective September 1, 2011**

		Level		
Step	Years of Experience	1	2	3
1	0	214.82	257.79	309.34
2	1-3	224.66	269.60	323.52
3	3+	234.51	281.41	337.69

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 as follows:

- Teachers on strength September 1, 1994 who subsequently terminate their employment with 20 years or more service will be entitled to 100% of approved removal costs to any destination in Canada.
- No teacher on strength September 1, 1994 will lose any accumulated continuous service as a result of negotiated changes to Article 2.01**(8)**(b).

- Teachers on strength September 1, 1994 are entitled to the following:

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

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

- For teachers on strength September 1, 1994, there will be paid to the employee's estate a severance pay of: 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 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. They shall have their initial meeting not later than November 1, 2001.

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

**Principals and School Administrators Growth and Evaluation**

The parties agree on the need for evaluation practices and procedures for all principals and other school administrators that are fair, reasonable and encourage consistent growth.

The Department of Education, Culture and Employment and the Association commit to work together, with representation appointed by the Association and the Superintendents of the Divisional Education Councils to develop an exemplary NWT school administrator growth and evaluation model.

The parties will produce a draft of a model by June 2009 to be piloted in the 2009/2010 School Year.

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

**Human Resource Service Delivery**

**The Employer and the NWTTA recognize the importance of human resource service delivery. The parties agree to meet and discuss any concerns with the service provided by the Department of Human Resources to employees.**

**The first meeting will be scheduled in October 2008 and subsequent meetings will be scheduled during the term of this Agreement.**

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

**Safe Schools Initiative**

The Employer and the NWTTA recognize that a safe school environment contributes to successful schools and teaching programs.

The parties agree to form a working group comprised of two members from the Association and two members from the Department of Education, Culture and Employment. This working group will provide recommendations to foster a safe school environment for both students and teachers.

The working group will complete its recommendations by September 1, 2009 for review and approval by the Deputy Minister of Education Culture and Employment and the President of the NWTTA.

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

**Professional Development**

The parties recognize that there may be more effective and efficient ways to manage the additional contributions to the Central Professional Development Fund for the Student Success Initiative and the Aboriginal Language Acquisition Courses under Article 16.08.

The parties agree to meet to discuss the governance of these additional contributions within the Central and Regional Professional Development Committee(s). Discussions may include developing more effective and efficient policies and procedures for the operation of the fund.

If agreement is reached, the GNWT, as represented by the Department of Human Resources and the NWTTA, through its ratification process may agree to amend to Article 16 accordingly during the term of this Agreement.