

**COLLECTIVE
AGREEMENT
2021-2025**

- between -

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



- and -

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



Effective September 1, 2021 to August 31, 2025

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PREAMBLE

This Agreement between:

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

AND

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

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

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

The parties want to effectively serve the citizens of Yellowknife, Dettah and Ndilq by prioritizing and respecting the Indigenous peoples and cultures throughout the Northwest Territories.

ARTICLE 1 - DEFINITIONS

- 1.01 The term active service refers to paid employment with the board and is limited to teacher/education assistant duties, leave for injury on duty (WSCC until employee is put on WSCC pension on permanent basis if applicable), and paid sick leave. All other leaves shall not be included in the calculation of active service.
- 1.02 Allowances are deemed to be the following:
- Acting Principal Allowance
 - Assistant Principals' allowance
 - Department Head Allowance
 - Medical transportation
 - Mentoring Allowance
 - Moving allowance
 - Principals' allowance
 - Relocation transportation
 - Supervision Allowance
 - Travel allowance
 - Travel assistance supplement
- 1.03 Benefits are deemed to be the following:
- Group insurance premiums (as per [Article 22](#))
 - Pension premiums
 - Sick Leave credits/leave
 - Paternity leave and adoption leave
 - Maternity leave
 - Parental leave
 - Compassionate leave
- 1.04 The term "calendar year" as used herein shall mean the successive twelve (12) month period commencing January 1st and ending the following December 31st.
- 1.05 "Child" means any child of the employee or their spouse, including any step child, adopted child or foster child.
- 1.06 The term "continuous service" refers to uninterrupted service with the Board and shall be included in the calculation of seniority.
- 1.07 The term "current employee" refers to an employee who is an employee of the Board as of June 30 of each year.
- 1.08 The term "deferred annual salary amount" as used herein shall mean the accumulated percentage amount of gross annual salary deferred by a participating employee during each non-leave year of enrolment in the Plan, plus

any interest earned but less those deductions as specified in this Plan.

1.09 The term “dependent” as used herein shall include:

- (a) Spouse
- (b) Unmarried dependent children under age 21.
- (c) Unmarried children age 21 and over, but not yet attained age 25, and in full-time attendance at a University or similar institution of learning.
- (d) Unmarried dependent children age 21 and over who are mentally or physically incapacitated.

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

For the purpose of [Article 22](#), the definition of dependent shall be limited to the definitions set forth by the insurance carriers in the policies subscribed to by the district.

1.10 The term “employee” as used herein shall mean teachers, specialists, education assistants and Junior Kindergarten Teachers employed by the Board.

1.11 The term “grievance” refers to a difference between any employee covered by this Agreement and the Board, or in a proper case, between the Association and the Board, concerning the interpretation, application, administration or alleged violation of this Agreement, including any dispute as to whether the difference is arbitrable, and shall be dealt with without stoppage of work or refusal to perform work.

1.12 “Immediate Family” means father, step-father, mother, step-mother, sister, brother, spouse, child, step-child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother in-law, sister-in-law, grandparents, grandchild, a relative who acted as an employee’s guardian for at least ten years prior to the employee reaching the age of majority and all relatives permanently residing with the employee.

1.13 The term “leave of absence” refers to a written authorization for an employee to be absent from work without salary and benefits or without salary for a definite period of time which has been approved in advance by a designated officer of the Board.

1.14 The term “reassignment” refers to the process of assigning a teacher to a new subject, grade level or school within the school district.

1.15 The term “salary” refers to employee remuneration exclusive of allowances and benefits.

- 1.16 The term “school year” as used herein shall mean the successive twelve (12) month period commencing with the first day of school as set by the Board.
- 1.17 The term “seniority” refers to the total years of service with the Board and is the accumulation of all continuous service. Seniority shall be calculated on a full-time equivalency basis.
- 1.18 “Spouse” includes common-law spouse. A common-law spouse is a person who has resided in the employee’s household for one consecutive year and who throughout that time was publicly represented by the employee as the employee’s spouse.
- 1.19 The term “T.Q.S. (Salary Assessment)” refers to the Teacher Qualification Service of the Northwest Territories.

ARTICLE 2 - BARGAINING UNIT

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

ARTICLE 3 - RELATIONSHIP

- 3.01 The salaries and terms and conditions of the employees’ employment with the Board are governed by the provisions of this Agreement and any statutory provisions relating thereto.

3.02 The Board retains all those rights of management not specifically limited by the expressed terms of this Agreement. The Board shall exercise its management rights in a fair and reasonable manner.

TEACHER-BOARD ADVISORY COMMITTEE

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

3.04 The parties hereby agree that there shall be constituted a teacher-board advisory committee for the purpose of considering matters of concern relating to school affairs, including proposed educational policy changes and changes in conditions of professional service, and communicating thereon the views of the respective parties. The committee shall also consider matters designed to improve the teaching and learning situation, or other matters of interest or concern.

3.05 The Committee shall not deal with interpretation/grievance matters, nor discuss modification of the collective agreement or any other matter properly left to the normal collective bargaining process. No agreement, decision, or action of the committee shall be construed as an interpretation or modification of this agreement.

3.06 The membership of this committee shall be made up of three members named by the Board, two of whom shall be elected Trustees and three members named by the N.W.T.T.A. local, two of whom shall be employees of the Board.

3.07 The committee will meet a minimum of three (3) times per year, meeting initially within the first two (2) months of the school year.

ARTICLE 4 - TERM

4.01 The term of this Agreement shall be from September 1, **2021** until August 31, **2025** or until a new agreement comes into effect. All provisions of this Agreement shall come into effect September 1, **2021** or as otherwise stated within the agreement.

4.02 Notwithstanding [Article 4.01](#), if the Board adopts a school year which commences prior to September 1st this Agreement shall take effect at the commencement of said school year.

4.03 Prior to March 1st of the year in which the agreement terminates, either party may serve the other with notice in writing of its desire to amend the

Collective Agreement. Such notice shall contain particulars of all amendments sought.

4.04 The first meeting between the parties will be held within one month of the serving of notice. During the first meeting the party receiving notice shall provide particulars of any amendments that it seeks.

4.05 This Agreement may at any time be amended by mutual consent. Upon receipt of a request from either party, a meeting of both parties, for this purpose, shall be convened within one (1) month.

4.06 Nothing in this Collective Agreement shall be retroactive unless specifically referred to as being retroactive.

Salary Adjustments and Admin Allowance Adjustments are retroactive to September 1, 2021. Remaining cost implications of settlement to take effect the first day of the month following ratification of this agreement unless otherwise stated in the agreement.

4.07 Where any provisions of this Agreement have been declared legally invalid or inoperable, unless prohibited from doing so by law or court order, within thirty (30) days' notice of either party to this Agreement upon the other, the parties shall commence negotiations, the purpose of which shall be to provide compensation of equivalent value by legally replacing such provision. In the event that such provision is not resolved within fifteen (15) days of commencement of negotiations, or such longer period as may be mutually agreed upon between the parties, the matter shall be resolved in accordance with the Arbitration Ordinance.

ARTICLE 5 - INFORMATION FOR EMPLOYEES

5.01 The Board shall provide an electronic copy of this agreement to each YK1 bargaining unit employee within ten (10) days of a written request from the Executive Director of the Association.

5.02 The Board shall make available a copy of this Agreement to all prospective employees prior to hiring. The Board shall make available a French translation of this collective agreement. In the event that there is a discrepancy later discovered between the two versions, the official version shall be the English one.

5.03 At the start of each School Year the Board shall make available to new employees and post electronically on the board website:

(a) Group Benefits Program (Dental, AD & D, Extended Health, Long Term Disability)

(b) Defined Benefit Pension Plan

Where there is a change in insurance carrier the employees will be notified 30 days prior to the change.

- 5.04 An employee may have access to their personnel files at times convenient to the Board and in the presence of an authorized representative of the Board.
- 5.05 **One day at the beginning of the year will be dedicated to teachers personal planning to help them get ready in their own rooms.**

ARTICLE 6 - TEACHER EDUCATION

- 6.01 The Superintendent of the Board shall place each teacher on the salary schedule according to the teacher's statement of qualifications.
- 6.02 Each teacher is responsible for obtaining and supplying the Superintendent or designate with satisfactory evaluation of qualifications from the Teacher Qualification Service of the Northwest Territories. Teachers employed by the District prior to September 1, 1990 will not be required to obtain further evaluation of qualifications nor will their classification status be lowered by implementation of this clause.
- 6.03 Each teacher commencing employment with the Board shall supply a Statement of Qualifications to the Board prior to commencement of employment, except that when a statement is late due to no fault of the teacher, the Board shall extend the date until 60 days after commencement of employment.
- 6.04 Placement on the salary schedule, if documentation is provided as prescribed in [Article 6.03](#), will be effective the first day of the school year or the date of commencement of employment, whichever is applicable.
- 6.05 Until the teacher submits a Statement of Qualification, the teacher shall be placed on the salary schedule according to the most recent acceptable Statement of Qualification or according to the minimum of educational requirements for their teaching certificate.
- 6.06 Each teacher claiming additional teacher education shall supply a Statement of Qualification to the Board on or before the 1st day of April of the teaching year and, if the reclassification results in an increase in salary, it shall be retroactive to the beginning of the teaching year.
- 6.07 For the purposes of this Agreement re-evaluation shall be defined as an evaluation requested as a result of the T.Q.S. (Salary Assessment) not having considered all the relevant information in existence at the time of the initial

application.

- (a) In the event of an appeal or re-evaluation, salary will be adjusted retroactively to the applicable date of the evaluation being appealed or re-evaluated providing such action is initiated by the teacher within fifteen (15) calendar days of the date of the said T.Q.S. evaluation. Written proof of such an action by the teacher is required by the Board to substantiate a claim under these provisions.
- (b) If an appeal or re-evaluation is not launched by a teacher within the said fifteen (15) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher.

6.08 The following shall determine the placement of specialists on the salary schedule:

- (a) the amount of education based on the number of years of university training beyond senior matriculation, and;
- (b) the number of years' experience with a school board, or such other experience as deemed appropriate by the Board.

6.09 The Board shall place the specialists on the salary schedule according to the specialists' statement of teacher's qualifications.

6.10 If the specialist does not possess a statement of teacher qualifications, the Board will evaluate the employee's qualifications as shown on University Transcripts or equivalent documents.

6.11 The specialist is responsible for supplying the Board with satisfactory documentation of education, and satisfactory confirmation of experience from previous employers.

6.12 Time limits for supplying such documentation will be the same as the time limits for teachers as outlined in [Article 6.03](#) above.

VOCATIONAL TEACHERS

6.13 Teachers in the following positions are granted Experience Increments for service directly related to the subject area in which the teacher is employed:

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

For every two years of experience as a journeyman in a trade, one years teaching experience will be granted. This provision will not allow a teacher to exceed the

maximum on the grid for their teacher education. The teacher is responsible to provide proof of qualifications/experience.

EDUCATION ASSISTANTS

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

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

ARTICLE 7 - TEACHING EXPERIENCE

- 7.01 A teacher who provides active teacher service with a Board for a minimum equivalent of 150 teaching days shall be eligible for one (1) teaching experience increment. Such teaching experience must be earned within five (5) consecutive years.
- 7.02 When the 150-day requirement has been met, the teacher shall not begin to accumulate credit towards another year of teaching experience until the commencement of another school year. Substitute teaching for the Board shall be counted as teaching experience. By August 1st of each year substitutes will be provided a statement of days worked in the previous school year.
- 7.03 The number of days of teaching experience with a school board earned by a teacher prior to engagement by the Board is counted as if it had been teaching experience in schools under the Board's jurisdiction. The calculation of teaching experience shall be as follows: The first 150 days of accumulated experience is equivalent to one (1) year of full time employment. The remaining accumulated days will be divided by 190 to determine the number of equivalent years of full time employment.
- 7.04 The adjustment date for changes in the number of years allowed for teaching experience shall be on the anniversary date of commencement of employment.
- 7.05 No teacher shall receive increments for experience gained while that teacher was not holding a valid teaching certificate or letter of authority, except that the experience entitlement of any teacher presently on staff or on leave shall not be reduced.
- 7.06 The onus of substantiating previous teaching experience rests with the teacher, and until the teacher submits the satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable experience.

- 7.07 Proof of prior experience must be submitted to the Board prior to commencement of employment. The Board may extend the date until 30 days after the commencement of employment.
- (a) If such evidence is submitted within the 30 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment, whichever is applicable.
 - (b) If such evidence is not submitted within the 30 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience, or at the minimum of this category according to years of university education and salary shall be adjusted effective the beginning of the month following submission of such evidence.
- 7.08 An education assistant shall receive salary increments in keeping with the provisions set out above with the following exceptions.
- (a) An education assistant shall receive recognition for service as a teacher, teacher aide, or other comparable experience.
 - (b) [Article 7.05](#) shall not apply.
- 7.09 An Education Assistant is responsible for supplying the Board with satisfactory confirmation of teaching, education assisting or comparable experience from previous employer(s).
- 7.10 Teachers are granted experience increments for previous experience as an Education Assistant. The experience increment is one year of teaching experience for every two years of Education Assistant experience performed while in possession of a valid teacher certificate, to a maximum of two increments.
- 7.11 Junior Kindergarten Teachers will be granted experience increments for previous experience as an early childhood educator. The experience increment is one year of teaching experience for every two years of early childhood/pre-school experience to a maximum of five increments.
- 7.12 An Education Assistant or Junior Kindergarten Teacher who provides active service with the Board for a maximum equivalent of 150 days shall be eligible for one (1) experience increment. Such experience must be earned within five (5) consecutive years. When the 150-day requirement has been met, the employee shall not begin to accumulate credit towards another year of experience until the commencement of another school year.

ARTICLE 8 - PART-TIME, SUBSTITUTE AND TERM EMPLOYEES

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

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

8.02 A part-time employee shall mean an employee regularly employed by the Board who provides service for less than the regular hours of instruction/work per week as established by the Board's policy. Part-time employees shall receive salary as stipulated in this Agreement on a prorated basis, according to the percentage of time worked. Part-time employees shall receive full benefits subject to [Article 22.02](#).

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

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

(a) [Article 18](#) - (Sick Leave)

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

(b) [Article 22.01](#) – (Group Insurance)

(c) [Article 23.07](#) – (Vacation Travel Allowance)

(d) Pension Plan

8.05 An employee hired on a term contract of less than one (1) school year, but more than one hundred and fifty (150) school days shall be eligible for payment of the group insurance premiums by the employer as outlined in [Article 22.01](#) on a pro rata basis. Employee eligibility in the pension plan will be determined as per NEBS policy.

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

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

- thirty (30) days of written notification of the mistake to the District;
- (b) In the case of overpayment the District may recover the full amount of overpayment of salary to an employee following written notification, however, deductions shall not exceed ten percent (10%) of their gross earnings per pay period.

- 8.07 The parties recognize that as part of their professional responsibilities part-time employees are expected to attend regular staff meetings, and in-service activities on a pro-rata basis without additional remuneration beyond their regular pro-rated salary. When an employee is required to participate in in-service activities beyond the pro-rata basis, the employee shall be appropriately compensated.
- 8.08 A part-time employee shall be entitled to all leave provisions of this agreement on a day-for-a-day basis. That is, leave entitlement shall not result in a part-time employee having access to a greater number of calendar days of leave than a full-time employee.

ARTICLE 9 – HIRING AND ASSIGNMENT

- 9.01 All vacant positions shall be posted and open to all applicants.
- When possible, vacant positions for the coming school year shall be posted prior to April first (1). **Postings can be internal and external at the same time, but priority needs to follow [Article 9.04](#).**
- When a position is filled by reassignment, the newly vacated position will be posted. Any indeterminate staff member affected by lay-off or staff reduction in a school will be reassigned in a vacant position they are qualified for before a position is posted.
- 9.02 Posting shall include the YK1 website and electronic notice to all staff.
- 9.03 Postings shall be for seven (7) days.
- 9.04 Candidates shall be considered in the following priority:
1. Indeterminate Employees
 2. Term Employees
 3. Northern Graduates
 4. **External candidates**
- 9.05 All positions shall be indeterminate or term.
- 9.06 **A term employee shall receive indeterminate status after two years of continuous service in the same location with satisfactory performance as long as a position still exists. A term employee shall receive indeterminate status**

after three years of continuous service with satisfactory performance as long as a position for which the teacher is qualified still exists.

Term employees must be evaluated each year.

- 9.07 An employee who receives written notice of transfer initiated by the Employer shall be given seven (7) days to consider the transfer. Should an employee choose not to accept the transfer, the employee's resignation date shall be extended or amended to accommodate the seven (7) day period.
- 9.08 All candidates interviewed for a position will be contacted by YK1 Human Resources personnel with results of interviews before any public announcement is made. Interviews should happen within two (2) weeks of closing (if a delay is necessary candidates will be notified). All candidates will be asked the same questions in an interview, though additional questions for clarification will be allowed as needed.
- 9.09 **Teachers are required to be prepared to teach classes at all times. At a minimum, teachers are to be on duty 15 minutes before students start and 15 minutes after students are dismissed. Occasionally staff may be required to work outside these times to attend meetings, activities, exercises of the school, and to meet with parents. If student supervision is necessary, whenever possible it will be within the 15 minutes before and after window.**

ARTICLE 10 - RESIGNATION

- 10.01 The parties mutually consent that, due to exceptional circumstances, an employee may resign during the school year provided:
- (a) the employee gives the Board advance notice of such intent to resign; and
 - (b) the resignation shall not become effective until the Board has recruited a suitable replacement and the replacement has reported for work.
- In consideration of the above, the Board shall make every reasonable attempt to recruit a replacement for an employee who has given the Board written notice of intent to resign.
- Employees who do not comply with Article 10.02 are not eligible for removal benefits **unless the resignation is accepted without prejudice.**
- 10.02 The parties mutually consent that an employee wishing to resign at the end of the school year shall give written notice to the Board at least sixty (60) days before the day set as the closing date of the school.
- 10.03 Should an employee fail to appear within the first three (3) working days of the

school year without notifying the Board, directly or indirectly, of extenuating circumstances, the Board shall assume job abandonment and shall post the position immediately.

10.04 An employee on a continuing contract who provides notice of resignation earlier than required in [Article 10.02](#) will be entitled to be paid a bonus as follows:

- (a) an employee who remains on active duty until the end of the academic year, or who is on Employer approved leave at the end of the academic year, and who provides written notice of resignation no later than February 15th of the academic year shall be paid an early notice bonus of \$500.00
- (b) an employee who remains on active duty until the end of the academic year, or who is on Employer approved leave at the end of the academic year, and who provides written notice of resignation no later than January 15th of the academic year shall be paid an early notice bonus of \$1,000.00.

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

ARTICLE 11 - PROBATIONARY PERIOD - SUSPENSION - DISMISSAL

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

11.02 A probationary teacher may be dismissed only after the following procedures have been carried out:

- (a) The teacher has received an unsatisfactory teaching report from the Superintendent prior to December 1, clearly stating why the unsatisfactory report was issued;
- (b) time and assistance have been given to the teacher to rectify the problem;
- (c) should the teacher fail to rectify the problem, as indicated by a further unsatisfactory evaluation by the Superintendent, and should a decision be made to terminate employment, notice of such termination must be given prior to March 31.

11.03 The Board may suspend a teacher for cause, or incompetence, as provided for in Section 55 of the [N.W.T. Education Act](#). Such suspension shall be with Salary.

11.04 Notice of suspension shall be in writing and shall state the cause.

11.05 If a teacher receives notice of suspension and is subsequently reinstated, the

records of that teacher shall be restored to the condition in which they were prior to the notice of suspension.

- 11.06 The Board may dismiss a teacher for cause, or incompetence, as provided for in Section 54 of the [N.W.T. Education Act](#).
- 11.07 Notice of dismissal shall be in writing, and shall state the cause and the effective date of dismissal.
- 11.08 The effective date of dismissal shall be immediate on delivery of written notice.

ARTICLE 12 - GRIEVANCE/ARBITRATION PROCEDURE

- 12.01 The time limits specified in the Grievance/Arbitration Procedure shall not include Saturdays, Sundays and School Holidays. Time is of the essence although the time limits may be extended by the consent of both parties in writing.
- 12.02 The purpose of the grievance/arbitration provisions is to ensure that any grievance is processed in an expeditious manner; therefore, compliance with the provisions is mandatory.
- 12.03 The **grievor(s)** shall have the opportunity to be present at each step of the grievance procedure, and may be assisted by a representative of the Association.
- 12.04 Any aggrieved employee shall submit a copy of the grievance to the Association.
- 12.05 A grievance shall be filed within twenty (20) days following the date of the occurrence giving rise to the grievance, or when the **grievor** first became aware of the occurrence giving rise to the grievance.

The grievance must include a statement of the following:

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

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

STEP ONE

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

Principal, or Supervisor being notified, the grievance shall move to Step Two.

STEP TWO

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

STEP THREE

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

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

- 12.06 An Association grievance shall not be one of an individual nature. An Association grievance shall be filed in writing within ten (10) days of the event giving rise to same, or when the Association becomes aware of the occurrence giving rise to the grievance and shall be submitted to the Superintendent. An Association grievance may proceed to Arbitration in the event resolution is not achieved at Step Two.
- 12.07 A Board grievance shall be filed in writing within ten (10) days of the event giving rise to same, or when the Board becomes aware of the occurrence giving rise to the grievance and shall be submitted to the Local President. A Board grievance may proceed to Arbitration in the event resolution is not achieved at Step Two.
- 12.08 Association and Board grievances shall include the written statement as aforementioned.
- 12.09 Any dispute of a grievance that has been processed through all steps of the Grievance/Arbitration Procedure and is in accordance with the time limits specified (unless time limit changes were agreed to), may be referred to a Board of Arbitration as hereafter outlined.
- 12.10 Either party who feels a satisfactory settlement has not been reached may within ten (10) working days of receipt of the decision of the Chairman of the Board of the Employer with respect to an employee(s) grievance, or the decision of the Association in respect of a Board's grievance, request Arbitration, by notifying the other party in writing of its desire to arbitrate, and submitting the

names of suggested arbitrators.

- 12.11 Within ten (10) working days, the party receiving the above notice shall notify the other party whether it agrees with any of the suggested arbitrators.
- 12.12 If the parties fail to agree on an Arbitrator, the appointment shall be made by the Federal Minister of Labour upon the request of either the Board or the Association.
- 12.13 The Arbitrator shall hear and determine the difference and shall issue an Award in writing. The decision of the Arbitrator is final and binding upon the parties and upon any employee affected by it.
- 12.14 Each shall bear equally the expenses of the Arbitrator.
- 12.15 The Arbitrator:
- (a) shall not have power to alter or amend any provision of this Collective Agreement, or to substitute any provision, or to give any decision inconsistent with the terms of this Agreement;
 - (b) shall have jurisdiction to determine whether the grievance presents an arbitrable issue.
- 12.16 Where the Arbitrator decides that an employee has been suspended or dismissed unjustly, the Arbitrator may:
- (a) direct the Board to reinstate the employee and pay to the employee a sum equal to their wage loss by the reason of such suspension or dismissal, less any monies earned by the employee during the period of suspension or dismissal, or such lesser sum as, in the opinion of the Arbitrator, is fair and reasonable;
 - (b) make such other directives varying the penalty as he considers fair and reasonable having due regard to the terms of this Collective Agreement.
- 12.17 The Arbitrator shall conduct his hearing within fourteen (14) calendar days of his appointment.
- 12.18 Both the Board and the Association shall request the Arbitrator to render their decision to the parties as expeditiously as possible.

ARTICLE 13 - DEFERRED SALARY LEAVE PLAN AGREEMENT

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

the Agreement as the “Plan”.

- 13.02 The term of a leave of absence under the Deferred Salary Leave Plan shall be a twelve (12) month school year period. Under no circumstances shall any leave under the Plan exceed one (1) school year.
- 13.03 A full-time employee may be eligible to participate in the Plan, provided such employee has fulfilled all the conditions for any previously granted form of leave.
- 13.04 A maximum of four (4) employees will be eligible to take a deferred leave of absence in any given school year.

APPLICATION AND NOTIFICATION

- 13.05 An application by an eligible employee for the Deferred Salary Leave Plan shall be made in writing and must be submitted to the Superintendent of Education on or before January 15th of the school year preceding the school year in which the eligible employee wishes to enter the Plan. The eligible employee shall set out the enrolment date in the Plan, the intended year of absence and the reasons for the request.
- 13.06 If there are more applicants for Deferred Salary Leave than can be accommodated, the decision as to who should be recommended to the Board shall be made by a Committee to be called the Deferred Salary Leave Committee which shall comprise:
- (a) one (1) representative of the Association;
 - (b) one (1) representative of the Board;
 - (c) the Superintendent of Education
- The Deferred Salary Leave Committee shall establish priorities for the selection of applicants. The Deferred Salary Leave Committee shall forward a list of recommended applicants for the Board’s approval.
- 13.07 The final approval of the application by an eligible employee shall rest solely with the Board. Upon approval by the Board, participation in the Plan will become effective on the first day of the following school year.
- 13.08 The Superintendent of Education shall, by April 15th preceding the school year in which the eligible employee wishes to enter the Plan, advise the employee in writing of the outcome of their application.
- 13.09 A Deferred Salary Leave Plan Agreement must be completed by successful applicants prior to May 15 preceding the school year in which the eligible employee has been given approval to enter the Plan.

- 13.10 Failure to return the completed Agreement by the deadline outlined in [Article](#)

[13.09](#) constitutes withdrawal of application.

DEFERRED SALARY FORMULA

- 13.11 During each school year prior to the leave of absence year, the participating employee, for a maximum of six (6) school years, will receive their gross annual salary less the percentage of gross annual salary the eligible employee and the Board have agreed to defer in an executed agreement. This accumulated percentage of salary plus any interest earned less any deductions as specified in [Article 13.15](#) shall be retained for the employee by the deferred salary leave plan provider to finance the year of leave.
- 13.12 The minimum Deferred Salary Leave Plan shall be a three/four year Plan and the maximum will be a six/seven year Plan. The possible combinations are:
- (a) three (3) qualifying non-leave years followed by one (1) year of deferred leave (3/4 year plan)
 - (b) four (4) qualifying non-leave years followed by one (1) year of deferred leave (4/5 year plan)
 - (c) five (5) qualifying non-leave years followed by one (1) year of deferred leave (5/6 year plan)
 - (d) six (6) qualifying non-leave years followed by one (1) year of deferred leave (6/7 year plan)
- 13.13 The percentage of gross annual salary the participating employee and the Board have agreed to defer may be amended once per school year. Notice of such amendment must be given to the Superintendent thirty (30) days before the effective date of the amendment.
- 13.14 The percentage of gross annual salary to be deferred in each year shall not exceed thirty percent (30%).

INCOME TAX

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

ADMINISTERING THE DEFERRED SALARY

- 13.16 The deferred salary amounts shall be placed in trust with in the employee's name and shall be administered by the deferred salary leave plan provider.

- 13.17 In consideration of the administrative services performed by the Board, the participating employee shall indemnify and save the Board harmless against any expense, claim, or liability ensuing out of or resulting from such services.

PAYMENT OF DEFERRED SALARY DURING YEAR OF LEAVE

- 13.18 The monies to be paid during a participating employee's year of leave in accordance with [Article 13.12](#) shall be paid by the deferred salary plan provider consistent with terms in place.

- 13.19 The participating employee during the year of leave under the Plan shall not accumulate nor be entitled to the following:

- (a) teaching experience for salary increments, and
- (b) statutory holidays, maternity, sick or any other leaves.

BENEFITS

- 13.20 While a participating employee is enrolled in the Plan, any applicable group benefits computed with reference to salary shall be structured according to full grid salary.

- 13.21 The Board will continue paying its share of applicable group benefits for a participating employee during the non-leave school years of the Plan.

- 13.22 The Board will maintain applicable group benefit coverage for a participating employee during the year of leave under the Plan, provided such employee assumes the full responsibility of paying the total costs for said benefits save those required to be paid by the Board by law.

- 13.23 Housing allowance and transportation "travel assistance" allowance will not be paid to the participating employee during the year of leave.

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

WITHDRAWAL

- 13.25 An employee who chooses to withdraw from the Plan will be charged an administration fee of \$250.00, to be deducted from the employee's pay.

- 13.26 In the event a suitable replacement cannot be hired by May 15th in the school year preceding the school year in which the leave is scheduled to be taken, the Board may delay or defer the year of the leave. The Board may not, however, delay the year of leave if the employee has chosen a six/seven year Plan. Under no circumstances shall such delay or deferral of the year of the leave exceed one

(1) school year and the participating employee must take the leave at the end of that time or withdraw from the Plan.

13.27 In the event that either [Article 13.26](#) is involved, the Board will notify the deferred salary leave plan provider of an employee's withdrawal from the Plan and arrange for a lump sum adjustment equal to the employee's deferred salary amount.

13.28 Should a participating employee die, the Board shall, within ninety (90) days of written notification of such death, arrange with the deferred salary leave plan provider for payment to the participating employee's estate, subject to the Board receiving necessary clearance and proofs normally required for payment to an estate.

TERMS OF REFERENCE

13.29 A participating employee shall return to duty with the Board for at least one (1) year after the school year of the leave.

13.30 Should a participating employee fail to report for duty without reasonable cause on the first day of school following completion of the leave, such employee shall be deemed to have abandoned both the position and their contract of employment with the Board, and the Board may without any further notice to said employee, forthwith fill the position with someone other than the participating employee.

13.31 Subject to [Article 13.29](#) and [13.30](#), on return from leave, effort will be made by the Superintendent of Education to return the employee to the same position vacated by that teacher.

13.32 Subject to [Article 13.29](#) and [13.30](#), a participating employee on return to duty following the leave shall normally be reinstated at the same level of entitlement as that which existed prior to the commencement of the school year in which leave under the Plan was taken.

13.33 Experience increment shall not be granted for Deferred Salary Leave; however, such leave will not interrupt continuous service.

ARTICLE 14 - LEAVE OF ABSENCE (WITHOUT PAY)

14.01 (a) All requests for leave of absence during the school year shall be made in writing at least one (1) month prior to the beginning of the leave, except in situations of an unforeseen or emergency nature, in which case the employee's request shall be made as soon as **the employee** becomes aware of the situation which prompts the request for leave.

(b) All requests for leave of absence to be taken in the next school year must be submitted in writing no later than 90 days prior to the end of the school year, except in situations of an unforeseen or emergency nature, in which case the employee's request shall be made as soon as **the employee** becomes aware of the situation which prompts the request for leave.

14.02 (a) Any employee who has been granted a leave of absence and fails to return on the date granted by the Board shall, unless **the employee** has given the Board prior notification for reasons acceptable to the Board that their return will be delayed, be deemed to have resigned.

(b) An employee who has been granted a leave of absence, while on leave, must submit their intentions for the following school year in writing, to the Superintendent no later than ninety [90] days prior to end of the school year in which the leave has been taken/granted.

14.03 Experience increment shall not be granted for leave of absence; however, such leave will not interrupt continuous service.

BENEFITS DURING EXTENDED LEAVE

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

REASSIGNMENT ON RETURN

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

ARTICLE 15 - MATERNITY LEAVE

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

15.02 Leave for maternity shall not exceed seventeen (17) weeks.

15.03 Maternity leave shall be without salary. However, an employee (except for a term employee of less than one year) who completes ten (10) months of continuous employment and who provides the Board with proof that **the**

employee has applied for and is eligible to receive employment insurance benefits shall be paid a maternity leave allowance. Such allowance shall be paid for a maximum of seventeen (17) weeks while the employee is an E.I. claimant. The allowance will supplement the weekly employment insurance benefits to the equivalent of 93% of the employee's weekly salary based on grid placement.

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

- (a) Group insurance premiums;
- (b) pension premiums;
- (c) travel allowance;
- (d) travel assistance supplement; and

- 15.04 An employee on maternity leave must give the Board at least two (2) months' notice of **their** intended return to work, or by April 30th, if returning at the commencement of the next school year. If notice is not received, the employee's employment will be deemed to be terminated.
- 15.05 Employees have a right to return to the same position as previously held upon conclusion of the seventeen (17) week maternity leave.
- 15.06 Where the position that the employee previously held no longer exists, or where the employee's maternity leave exceeds seventeen (17) weeks every effort will be made by the Superintendent of Education to return **the employee** to the same position the employee vacated, or if not available, to the first available position for which **the employee** is qualified.
- 15.07 Except where personal health problems or relocation of spouse away from Yellowknife prohibit return to work, failure of the employee to return to duty for six (6) months, or in the case of a High School teacher for a full semester, upon the expiry of such approved leave, will render the employee responsible for reimbursing the Board for any maternity leave allowance paid and any additional allowances and benefits paid. Reimbursement to the Board of any maternity leave allowance paid and any additional allowances and benefits paid shall also be required of Term employees who are unable to return to duty because they do not have a contract.
- 15.08 Maternity leave will not be counted for the granting of experience increments, but will not interrupt continuous service.

ARTICLE 16 - BIRTH LEAVE, ADOPTION LEAVE & PARENTAL LEAVE

- 16.01 **Birth** leave of three (3) days with salary and benefits **for the non-birthing parent** shall be granted on the event of the birth of a child. Such leave shall be taken within two (2) weeks of the date of such birth.

- 16.02 Adoption leave of three (3) days with salary and benefits shall be granted on the adoption of a child.
- 16.03 An employee who intends to request parental leave shall make every effort to provide reasonable notice to the employer. In the case of an adoption, the employee shall notify the employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn. Adoption or parental leave of up to thirty-five (35) weeks shall be granted on the adoption or birth of a child. An employee may choose to take the extended parental leave benefit of up to sixty-one (61) weeks.
- 16.04
- (1) Where an employee has or will have the actual care and custody of their new-born child or an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, **the employee** shall be granted parental leave without pay for a single period 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. If the employee chooses the extended parental leave benefit, they shall be granted parental leave without pay for a single period of up to sixty-one (61) consecutive weeks. The leave shall be taken during the seventy-eight (78) week period immediately following the day the child is born, or in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.
 - (2) An employee who intends to request parental leave shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn.
 - (3) Parental leave is included in the calculation of "continuous employment" for severance purposes.
 - (4) Parental leave utilized by a couple who are both employed by the Employer in conjunction with maternity leave shall not exceed a total of 86 (eighty-six) weeks for both employees combined.
 - (5) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave combined shall not exceed a total of seventy-eight (78) weeks, except where the non-birth parent chooses to take advantage of the extra five (5) weeks parental leave or eight (8) weeks of extended parental leave available through Employment Insurance benefits.

- (6) The Employer is not responsible for any consequences of an employment insurance benefit overpayment, nor is it responsible for providing any additional payments in respect of parental leave should the employee's benefits be affected by tax, employment insurance, or legislative provisions.
- 16.05 Parental leave shall be without salary or benefits. However, an employee (except for a term employee of less than one (1) year) who completes ten (10) months of continuous employment and who provides the Board with proof that **the employee** has applied for and is eligible to receive employment insurance benefits shall be granted parental leave.
- An employee (except for a term employee of less than one year) who completes ten (10) months of continuous employment and who provides the Board with proof that the employee has applied for and is eligible to receive employment insurance benefits shall be paid a parental leave allowance. Such allowance shall be paid for a maximum of seventeen (17) weeks while the employee is an E.I. claimant. The allowance will supplement the weekly employment insurance benefits to the equivalent of 93% of the employee's weekly salary based on grid placement. Both parents may access this allowance; its combined maximum is seventeen (17) weeks.**
- 16.06 An employee on parental leave must give the Board at least sixty (60) days' notice of their intended return to work or sixty (60) days' notice from the day designated as the last day of the academic year. If notice is not received, the employee's employment will be deemed to be terminated.
- 16.07 Employees have a right to return to the same position as previously held upon conclusion of the thirty-five (35) week parental leave or sixty-one (61) week extended parental leave.
- 16.08 Where the position that the employee previously held no longer exists, or where the employee's parental leave exceeds thirty-five (35) weeks, every effort will be made by the Superintendent of Education to return **the employee** to the same position the employee vacated, or if not available, to the first available position for which **the employee** is qualified.
- 16.09 Parental leave will not be counted for the granting of experience increments, but will not interrupt continuous service.
- 16.10 Parental leave will be taken within the first seventy-eight (78) weeks after the birth or adoption of a child.
- 16.11 In the case where an employee has taken maternity leave ([Article 15](#)) and parental leave ([Article 16](#)), the total, combined maternity and parental leave cannot exceed seventy-eight (78) weeks.

ARTICLE 17 - COMPASSIONATE LEAVE

- 17.01 Leave necessitated by the critical illness of, or death of, spouse, child, parent, brother, sister, **step-brother, step-sister**, parent of spouse or other relative who is a member of the employee's household or person deemed to assume one of these roles, shall be granted with salary and benefits by the Board as follows:
- (a) up to and including seven (7) days for critical illness;
 - (b) up to and including seven (7) days for death.
- 17.02 Before payment is made for leave because of critical illness, the Board may require a medical certificate stating the reason for the absence.
- 17.03 (a) Leave up to and including seven (7) days necessitated by death of grandparent, grandchild, brother-in-law, or sister-in-law, **step-brother or step-sister** shall be granted by the Board. Leave granted under this subsection shall be with salary and benefits.
- (b) **Leave of one (1) day necessitated by death of an aunt, uncle, niece, or nephew shall be granted by the Board. Leave granted under this subsection shall be with salary and benefits.**

EMERGENCY CARE LEAVE

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

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

ARTICLE 18 - SICK LEAVE

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

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

Board will advise each employee of the amount of that employee's sick leave credits. **It is understood that routine medical and dental appointments will be scheduled outside of instructional hours whenever possible and in any event will result in no more than a half-day's absence per occurrence.**

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

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

18.04 At the request of the employee, the Board shall supply a departing employee with a statement of the number of the unused sick days that have been accumulated during the employee's term of employment.

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

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

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

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

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

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

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

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

19.01 Employees who:

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

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

- 19.02
1. A teacher elected as President of the Association will be granted leave of absence for the term of office.
 2. During the leave of absence, any accumulated rights and benefits which the President is entitled to under the Agreement will be maintained. No additional rights and benefits will accrue during this period.
 3. The Employer will continue to pay the President's salary as advised by the NWTTA. The Employer will invoice the Association for the salary and benefit costs for the President once each month. The Association will reimburse the Employer for the amounts invoiced within 30 days of receipt of the invoice.
 4. The benefits of any group plans to which the President was entitled before the leave of absence will continue during the leave. The Association will reimburse the Employer for any costs involved.
 5. Presidents will be offered their former position upon termination of a leave of absence, or an equivalent position consistent with the employee's experience and qualifications.
 6. The President shall advise the Employer as soon as possible, when an extension is applicable due to re-election.

19.03 A maximum of four (4) employees shall be granted leave of absence with salary and benefits to represent the Association during formal negotiations with the Board for a succeeding Collective Agreement. Whenever possible one of these employees should be an Educational Assistant.

19.04 The Board shall grant time off with salary, benefits, and allowances to an employee and/or their representative attending grievance or arbitration hearings, or a work-related Human Rights adjudication hearing, or an employee who attends as a witness at a Board of Reference hearing.

ARTICLE 20 - OTHER LEAVES

JURY DUTY

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

DISCRETIONARY LEAVE

- 20.02 A maximum of **four (4)** discretionary days may be taken, provided that adequate notice has been given to the principal and a suitable substitute can be arranged. Each employee taking **one of the first three discretionary days** shall be charged a fee equal to fifty percent (50%) of the cost of the substitute pay rate, unless they are used for purposes described in [Article 20.03](#), in which case no fees apply. **Each employee taking a fourth discretionary day shall be charged a fee equal to the cost of the substitute pay rate.**

“PUBLIC OFFICE, ATHLETIC, AND CULTURAL” LEAVE

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

Acceptable reasons for such leave shall be:

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

To qualify for this leave the applicant must provide to the District the written invitation from the Territorial, Provincial, or National sponsoring body.

- 20.04 Discretionary leave as referred in [Article 20.02](#) shall not be used to extend Summer Break except in exceptional circumstances.

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

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

- (b) Exceptions to this Article:
- optional in-service opportunities offered by and paid for by the Board;
 - Association-related business.

GRADUATION LEAVE

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

WEDDING LEAVE

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

ARTICLE 21 - PROFESSIONAL DEVELOPMENT

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

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

21.03 The Board shall provide \$150,000 per annum to the Professional Development Committee for Professional Development. It is understood that assessed rate incurred because of such Professional Development shall be reimbursed to the Board by the Professional Development Committee. 'Assessed rate' means 'fully burdened total cost for a substitute teacher at grid rate 1/0'.

Effective September 1, 2023, the Board shall provide \$160,000 per annum to the Professional Development Committee for Professional Development. It is understood that assessed rate incurred because of such Professional Development shall be reimbursed to the Board by the Professional Development Committee. 'Assessed rate' means 'fully burdened total cost for a substitute teacher at grid rate 1/0'.

- 21.04 The Professional Development Committee shall allocate funds for the Professional Development of employees within the scope of this Agreement. The committee shall provide the Board annually with a detailed financial statement of all expenditure by no later than September 30 of each year. The employer agrees to notify the Association on or before September 1 of each year of the financial statement due date.
- 21.05 All professional development requests must be reviewed by the Superintendent/designate.
- 21.06 Provide support to members who are requested by the Board to attend the Educational Leadership Program (ELP).

ARTICLE 22 - GROUP INSURANCE

- 22.01 The Board shall make available and pay 100% of premiums for Long Term Disability Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, Dental Insurance, Extended Health Benefit Plan and Vision/Hearing care. The insurance plans shall be administered in accordance with the policy with the insurance carrier.
- Life and A.D. & D. Insurance - 2 times annual salary to a maximum of \$300,000
 - L.T.D.I. - 75% of monthly earnings to a maximum of \$6,000 per month
 - Dental - based on the N.W.T. fee schedule:
 - Routine 100% reimbursement to a **combined** maximum of **\$4,000** per person, per covered employee, per calendar year
 - Major 50% reimbursement to a **combined** maximum of **\$4,000** per person, per covered employee, per calendar year
 - Orthodontic 50% reimbursement to a lifetime maximum of \$5,000 per person, per insured employee.
 - Health Benefit Card - The employer shall provide an extended health benefit card facilitating the purchase of generic prescription drugs with a dispensing fee cap of \$5 (**includes Health Service Navigator**).
 - Vision - **\$600.00/2** years, adults [annually, children]
 - Professional Services - **\$1000.00**
 - Health Spending Account – The Board will make available a Health Spending Account of \$800 per year which complies with the Regulations of the Canada Revenue Agency.
 - **Manulife-Allianz Canada and Foreign Travel coverage**
- 22.02 Participation in the Plans covered in [Article 22.01](#) shall be a condition of employment for all employees covered by this Agreement. For part-time

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

22.03 When employees receive disability benefits under the Plans in [Article 22.01](#), no further salary, allowances or benefits shall be paid by the Board for the period of disability.

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

ARTICLE 23 - TRANSPORTATION ALLOWANCES

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

RELOCATION TRANSPORTATION AND MOVING ALLOWANCES

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

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

23.03 On commencement of employment with the Board, for non-residents of the Yellowknife area, the employee shall be eligible to receive reimbursements for luggage and household goods transportation upon production of receipts for a one-way trip from the place of residence to Yellowknife to a maximum of seven thousand dollars (\$7,000) per household.

"Household" limit applies to families with one or two incoming YK1 employees.

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

23.04 (a) **Removal – When employment is properly terminated voluntarily (including compliance with [Article 10](#)) after five (5) years and up to ten (10) years of continuous employment with the Board, either:**

- i. the lowest one-way airfare for the employee and the employee's dependents will be paid upon production of receipts to a maximum of \$5000 total or;
- ii. a \$2500 removal allowance will be paid upon submission of removal receipts.

These removal payments will not be paid in addition to payments under [Article 23.07](#) in the same year.

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

- (b) **Termination Allowance – Provided that an employee gives no less than two (2) months' notice of intention to terminate or any shorter period as the Employer may agree, an employee who has ten (10) or more academic years of continuous employment, is entitled to be paid on termination a severance pay equal to two (2) times their daily rate of pay multiplied by their active years of service to a maximum of twenty-six (26) years. In the event of death, the estate of the Employee shall be paid severance pay according to the formula described above.**

- 23.05 On commencement of employment with the Board, the employee shall be eligible, upon the approval of the Superintendent, to receive up to seven (7) days accommodation at a local hotel or motel for employee and the employee's dependents upon production of receipts. This limit applies to couples who are both incoming YK1 employees.

MEDICAL TRANSPORTATION AND EXPENSES

- 23.06 The employee and the employee's dependents shall be eligible to receive reasonable and necessary airfare and hotel accommodation for a maximum of seven (7) nights for medical or dental treatment - maximum of **two-hundred twenty-five dollars (\$225.00)** per night for **all expenses related to accommodation, meals and local ground transportation** - provided:
- The treatment is not available in Yellowknife.
 - The treatment is accessed at the closest available destination.
 - Payment is supported by a certificate from a qualified medical or dental practitioner stating (a) that the treatment was non-elective, (b) that it was necessary for the health of the employee or employee's dependent, and (c) the required length of stay.
 - The leave is pre-approved by the Superintendent.
 - District airfare booking codes are used or NWTTA booking codes if less expensive.

VACATION TRAVEL ALLOWANCE

- 23.07 At the end of each school year, the employee shall be eligible to receive a

Travel Assistance Allowance for the employee between Edmonton and Yellowknife. This Allowance will be based on the previous year approved Canada Revenue Agency rate. This vacation travel allowance will be paid May 31st of each school year to current employees. This vacation travel allowance is pro-rated to FTE (full time equivalent) and the length of service for the current school year.

ARTICLE 24 - SALARY

- 24.01 The following shall determine the employee's placement on the salary schedule:
- (a) the amount of teacher education, pursuant to [Article 6](#);
 - (b) the length of teaching experience, pursuant to [Article 7](#).
- 24.02 Salary payment shall be made by way of deposit to a **Canadian** Financial Institution of the employee's choice.
- 24.03 Employees commencing employment, or leaving the employ of the Board, prior to the 15th day of each month shall be paid on the established pay date of that month.
- 24.04 Employees commencing employment, or leaving the employ of the Board, on or after the 15th day of each month shall be paid on the established pay date of the following month.
- 24.05 Payment of Salary: Salaries shall be paid monthly at the rate in effect for the school year on the last day of September and on the last day of each month thereafter in that school year in amounts equal to one-twelfth (1/12) of the per annum rate. If the pay date falls on a Saturday, Sunday, or statutory holiday, payment will be made on the week day preceding the Saturday, Sunday, or holiday. In addition, there will be an advance payment on the fifteenth (15th) of each month. This amount will be equivalent to one-half of the net monthly pay and shall be deducted from the month-end pay.
- 24.06 Employees will have the choice of receiving their electronic pay statements by direct e-mail, rather than logging onto the Employee Self-Serve system.

ARTICLE 25 - ALLOWANCES

- 25.01 For administrative and supervisory responsibilities, Principals shall receive an annual allowance as follows:
- 2021-2022 - \$4,798**
 - 2022-2023 - \$4,870**
 - 2023-2024 - to be calculated based on increase**
 - 2024-2025 - to be calculated based on increase**

Allowances to increase as per negotiated salary percentage increases. In addition to the above, the following per full-time equivalent pupil as determined by enrolment as of September 30 of the school year:

2021-2022 - \$40.35

2022-2023 - \$40.95

2023-2024 - to be calculated based on increase

2024-2025 - to be calculated based on increase

Allowances to increase as per negotiated salary percentage increase. The minimum allowance shall be:

2021-2022 - \$15,225

2022-2023 - \$15,453

2023-2024 - to be calculated based on increase

2024-2025 - to be calculated based on increase

25.02 Subject to [Article 25.03](#), for administrative and supervisory responsibilities an Assistant Principal shall receive an annual allowance of one-half (1/2) of the rate set forth in [Article 25.01](#).

25.03 Where there is more than one (1) Assistant Principal in a school, an allowance of one-half (1/2) of the rate set forth in [Article 25.01](#), shall be paid to each Assistant Principal.

25.04 Payment in monthly installments, of the full entitled amounts for administration shall commence on the effective date of appointment of the administrator.

25.05 For administrative and supervisory responsibilities, high school department heads shall receive an annual allowance as follows:

2021-2022 - \$2,582

2022-2023 - \$2,621

2023-2024 - to be calculated based on increase

2024-2025 - to be calculated based on increase

Allowance to increase as per negotiated salary increases. The number of departments shall not exceed 10. Principals and Assistant Principals are not eligible for the Department Head Allowance.

25.06 Effective July 1, 2021 Coordinators Allowance – NWTTA members who act as Coordinators, and who are not otherwise compensated for supervisory responsibilities, will receive an allowance in addition to salary equivalent to the department head allowance in [Article 25.05](#).

25.07 Where a teacher, other than a Principal or Assistant Principal is designated by the Superintendent of Education to act as Principal in the absence of both the Principal and Assistant Principal from a school for a period of at least one day, the teacher shall be paid an allowance per day, for each full day designated of \$120. For each half-day of such assignment, the teacher shall be paid an allowance of \$60. Effective August 31, 2021, allowance to increase as per

negotiated salary increases.

25.08 **Principals shall be paid four (4) additional days for administrative duties performed during the school year. Principals in Ndilo and Dettah will be paid five (5) additional days. Principals will be compensated their Daily Rate of pay for these additional days.**

Vice-Principals will be entitled to half.

25.09 Educational Assistants who are asked to substitute teach will be paid an additional \$100 for a full day, or \$50 for a half day when working in place of a regular teacher. In subsequent agreements, this rate adjustment will be increased by the same percentage as the salary grid.

25.10 Upon the recommendation of the principal and upon the approval of the Superintendent of Education, an annual **allowance equal to the amount funded each year by the Department of Education, Culture and Employment** will be paid to a teacher (other than a Principal or Assistant Principal) who is formally mentoring another teacher in an approved mentoring program.

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

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

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

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

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

ARTICLE 26 - TRAVEL ASSISTANCE SUPPLEMENT

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

26.01 Leave of Absence shall not count in determining the number of years of service for entitlement, but will not interrupt continuous service.

26.02 Supplements shall commence at the beginning of the school year.

26.03 Travel Assistance supplements amounts are determined as follows:

All employees employed as of November 15 of 2013 shall be paid a travel assistance supplement as follows:

- (1) \$700.00 per annum after five (5) years of continuous service earned prior to the above date; or
- (2) \$1,000.00 per annum after ten (10) years of continuous service earned prior to the above date.

26.04 Supplements will be paid in a lump sum on the November paycheck.

ARTICLE 27 – VEHICLE ALLOWANCE

27.01 Employees assigned to work at two or more schools in the District during any instructional days(s), or employees assigned to travel from one or more schools in the District for extra-curricular activities shall be compensated at the rate of one hundred dollars (\$100.00) per month.

27.02 Employees assigned to work at the Dettah School shall be compensated for their daily travel at the rate of **one hundred seventy-five (\$175.00)** per month.

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

ARTICLE 28 – MULTIPLE ASSIGNMENTS

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

Employees will be provided reasonable time to travel between schools. This includes time to travel from school A to school B, plus time for transition.

ARTICLE 29 - SALARY SCHEDULES AND GRIDS

September 1, 2021 **1.50%**
September 1, 2022 **1.50%**
September 1, 2023 **GNWT negotiated salary grid increase plus 0.25%**
September 1, 2024 **GNWT negotiated salary grid increase plus 0.25%**

Minimum starting wage for Education Assistants who have a diploma, certificate or degree recognized by the Superintendent is Step 4.

		Term: September 1, 2021 - August 31, 2022						Increase	1.50%		
Step	Years of Experience	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	E.A. Level 1	E.A. Level 2	JK	
1	0	58,678	62,418	68,849	78,283	83,374	88,414	49,029	52,927	66,904	
2	1	61,163	65,113	71,715	81,848	87,101	92,554	50,864	54,926	68,898	
3	2	63,650	67,806	74,579	85,410	90,832	96,687	52,695	56,921	70,895	
4	3	66,137	70,503	77,442	88,978	94,562	100,820	54,525	58,917	72,891	
5	4	68,621	73,198	80,308	92,541	98,295	104,960	56,358	60,914	74,888	
6	5	71,108	75,894	83,170	96,108	102,024	109,092	58,191	62,910	77,135	
7	6	73,595	78,587	86,073	99,671	105,757	113,232	60,021	64,908	79,449	
8	7	76,078	81,284	88,898	103,237	109,485	117,365	61,852	66,904	81,832	
9	8	78,563	83,977	91,766	106,800	113,216	121,500	63,682	68,898	84,287	
10	9	-	86,674	94,628	110,365	116,947	125,637	65,513	70,895	86,816	
11	10	-	89,368	97,490	113,932	120,675	129,774	67,345	72,891	89,420	
12	11	-	-	-	117,495	124,406	133,909	69,176	74,888	92,103	
		Term: September 1, 2022 - August 31, 2023						Increase	1.50%		
Step	Years of Experience	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	E.A. Level 1	E.A. Level 2	JK	
1	0	59,559	63,354	69,882	79,457	84,624	89,740	49,765	53,721	67,907	
2	1	62,080	66,089	72,791	83,076	88,407	93,942	51,627	55,750	69,932	
3	2	64,605	68,824	75,698	86,691	92,194	98,137	53,486	57,775	71,958	
4	3	67,129	71,560	78,604	90,312	95,980	102,332	55,343	59,801	73,985	
5	4	69,651	74,296	81,513	93,929	99,769	106,534	57,204	61,827	76,011	
6	5	72,175	77,032	84,418	97,550	103,554	110,728	59,064	63,854	78,292	
7	6	74,699	79,765	87,364	101,167	107,343	114,930	60,922	65,882	80,640	
8	7	77,220	82,503	90,232	104,785	111,128	119,125	62,779	67,907	83,060	
9	8	79,741	85,236	93,143	108,402	114,915	123,323	64,637	69,931	85,551	
10	9	-	87,974	96,047	112,021	118,702	127,521	66,496	71,958	88,118	
11	10	-	90,708	98,952	115,641	122,485	131,721	68,355	73,985	90,762	
12	11	-	-	-	119,257	126,272	135,917	70,214	76,011	93,484	
		Term: September 1, 2023 - August 31, 2024						Increase	GNWT Salary increase plus 0.25%		
		Term: September 1, 2024 - August 31, 2025						Increase	GNWT Salary increase plus 0.25%		

Note1:

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

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

Adjustments to be made twice yearly.

LETTER OF UNDERSTANDING (Pension Plan) BETWEEN

YELLOWKNIFE EDUCATION DISTRICT NO. 1

AND

THE NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

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

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

LETTER OF UNDERSTANDING (Health and Safety Program Funding) BETWEEN

YELLOWKNIFE EDUCATION DISTRICT NO. 1

AND

THE NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

The Board, the Association, the employees agree to cooperate in preventing accidents and promoting health and safety through a Joint Occupational Health and Safety Committee (the JOHSC). All parties agree to comply with applicable provisions of the NWT Occupational Health and Safety Act and Regulations under the Act. A Health and Safety Committee will be established in each school or worksite as required by the Workers' Compensation Act and Regulations.

Employees who are members of health and safety committees at YK1 schools may be required to perform inspections, complete courses, perform hazard identifications and facilitate corrective action. Further, employees may take on the role of chair of a health and safety committee, and may attend safety meetings and may record minutes at such meetings. All such employees shall be recognized per the Board's policy/honorarium scoring summary as amended from time to time. Proposed amendments to this schedule shall be referred to JOHSC for discussion and resolution. Such recognition is paid per transaction and is not carried forward as annual compensation.

LETTER OF UNDERSTANDING (Prep Time) BETWEEN
YELLOWKNIFE EDUCATION DISTRICT NO. 1
AND
THE NORTHWEST TERRITORIES TEACHERS' ASSOCIATION

Teachers who are hired for a 75% contract at the high school shall have their FTE adjusted to accommodate the pro-rated average prep time to accommodate such teaching assignments.

Teachers at the high school who teach terms at 75%, with no prep time, shall be paid at .84 FTE

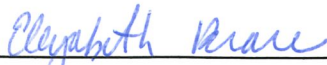
**LETTER OF UNDERSTANDING (Academic Year) BETWEEN
YELLOWKNIFE EDUCATION DISTRICT NO. 1
AND
THE NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

The Academic year will have a maximum of 192 days.

DATE OF AGREEMENT

Signed this 23 day of February, 2022.

**On behalf of
Northwest Territories
Teachers' Association**


Elizabeth Brace


Negotiating Committee


Gwen Young

Negotiating Committee


Jackie Hawthorn

Negotiating Committee


Randy Caines


Negotiating Committee


Stephen Offredi


Negotiating Committee


David Murphy


Executive Director


Sara McCrea

Assistant Executive Director



Adrien Amirault

Negotiations Facilitator

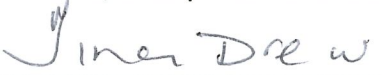

Matthew Miller

President

**On behalf of
Yellowknife Education District No. 1**


Terry Brookes

Trustee, Chairperson of the Board


Tina Drew

Trustee, Chairperson of the Negotiations Committee


Cindi Vaselenak

Superintendent of Education/CEO


Landon Kowalzik

Interim Assistant Superintendent


Tram Do

Director, Corporate Services