

C O L L E C T I V E

A G R E E M E N T

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- between -

**Yellowknife Catholic Schools,
legally known as
Yellowknife Public Denominational District Education Authority
(Hereinafter called the "Board" or "Employer")**



- and -

**The Northwest Territories Teachers' Association
on behalf of the Yellowknife Separate School Region
(Hereinafter called the "Association")**



July 1, 2008 - June 30, 2012

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PREAMBLE

1. The Association is the collective bargaining agent for and on behalf of all employees falling within the scope of this agreement, and the Board is the employer of all employees.
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 parties to this agreement share a desire:
 - a) to improve the quality of education in Yellowknife;
 - b) to maintain and improve professional standards established within the framework provided by law;
 - c) to promote an effective working relationship at all levels of the education system;
 - d) to promote the delivery of high quality educational instruction; and
 - e) all to the end that the people of Yellowknife will be well and effectively served.
4. The purpose of this agreement is to commit the parties to developing, maintaining and fostering an effective collective bargaining relationship that is based upon recognized terms and conditions of employment.

ARTICLE 1 -- DEFINITIONS

- 1.01 Allowance - Sums additional to the salary grid as specified in Articles 3 through 5.
- 1.02 Bargaining Unit - All teachers holding a valid Northwest Territories Teachers' Certificate or Letter of Authority issued by the Northwest Territories' Department of Education, Culture and Employment and employed mainly in a teaching situation under the jurisdiction of the Yellowknife Public Denominational District Education Authority of the Northwest Territories who are members of the Yellowknife separate school region of the Northwest Territories Teachers' Association (hereinafter referred to as the "Association").
- 1.03 Benefits - All things of value given to a teacher in addition to salary and allowances as prescribed herein.
- 1.04 Board – means the Yellowknife Public Denominational District Education Authority (Yellowknife Catholic Schools)

- 1.05 Contract - Collective Agreement between the Yellowknife Public Denominational District Education Authority and the Association.
- 1.06 Dependent -
- a) The spouse of a teacher;
 - b) Children dependent on the teacher if:
 - 1) child is under 18 year of age; or
 - 2) child is 18 years of age or more and being mentally or physically infirm;
 - 3) a child 24 years of age or under who is attending a recognized educational institution on a full-time basis;
 - 4) any other relative of the teacher if such relative is a member of the teacher's household and is wholly dependent upon the teacher for support by reason of mental or physical infirmity.
- 1.07 Formative Evaluation - An ongoing process whereby the teacher and the supervisor collaborate to improve classroom performance. The process should begin early in the school year, after the teacher and the students have had an opportunity to settle into their classroom routines. Over the course of the year the process should consist of two or more evaluations depending on the needs of the teacher.
- 1.08 Immediate Family - An employee's father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, grandchildren, grandparents, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- In extenuating circumstances and at the sole discretion of the Superintendent, this definition may be expanded to include other individuals.
- 1.09 Increment - The difference between any one step on the salary schedule (Article 3.02) and the next step on the same vertical column. The equivalent to one year experience as set out in Article 1.21. Increment adjustments for salary purposes will be effective July 1st of the school year.
- 1.10 Interpretations - Words in the singular shall mean and include the plural and the feminine gender shall mean and include the masculine, and vice-versa, unless otherwise indicated by the context.
- 1.11 Part-Time Teacher - Shall mean a teacher regularly employed under contract by the Board who provides service for less than the regular hours of instruction per week as established by Board policy. Part-time teachers shall receive only the following

provisions of this agreement. These provisions shall be prorated for the part-time teachers in the same proportion that the part-time teachers assigned hours in relation to the assigned hours of a full-time teacher.

Salary as set forth in Article 3.02.

Housing allowance as set forth in Article 5.06.

Tuition fee benefits as set forth in Article 7.02.

Airfare allowance as set forth in Article 8.01 and 8.02.

Transportation allowance as set forth in Articles 8.03 and 8.04.

Accrual of sick leave benefits as set forth in Article 9.

Special leave as set forth in Article 10.

Bereavement leave travel allowance as set forth in Article 10.

Travel allowance benefits as set forth in Article 17.01.

Insurance benefits as set forth in Article 17.

Transportation allowance as set forth in Articles 8.03 and 8.04.

- 1.12 Performance Status Report - An interim report indicating the status of a non-tenured teacher's professional performance..
- 1.13 Professional Development - is the continuous growth of professional knowledge and expertise that enhances teaching in support of student learning. It engages individuals and groups in a broad range of activities, including teacher preparation, in-service, individual, staff and organizational development. It has a collective as well as an individual focus.
- 1.14 Salary - The total of the salary schedule and all allowances in Articles 3 and 5.
- 1.15 Salary Schedule - Salary determined by the application of the salary grid contained in Article 3.
- 1.16 School Year - As determined by the Board in consultation with Association members through the District Calendar Committee, on an annual basis, in keeping with *The Education Act* of the Northwest Territories.
- 1.17 Substitute Teacher - A substitute teacher means any person employed to perform the normal teaching duties of a teacher who is temporarily absent.

- 1.18 Summative Evaluation - The formal process that details the teacher's current performance, strengths and weaknesses, at a point in time near the end of the school year. It is a snapshot in time that recognizes the cumulative growth that has taken place over the year and gives direction for future growth. The process must allow sufficient time for the post evaluation conference and the teacher's response to the written evaluation.
- 1.19 Teacher - All persons holding a valid N.W.T. teaching certificate and employed in a teaching situation by the Yellowknife Public Denominational District Education Authority. For the purpose of this Collective Agreement, the use of the words "employee" and "teacher" shall be considered synonymous.
- 1.20 Teaching Day - The teaching day is defined as a full day in which instruction is given by a teacher to students.
- 1.21 Teaching Experience - Teaching experience shall be solely determined by Northwest Territories Teachers Qualification Services (NWTTQS) based on the following:
- Number of years +

$$\frac{\text{Total number of substitute + term teaching days}}{150}$$
- In this calculation, one year's teaching experience is equal to 150 substitute and term teaching days. Only the lowest whole number shall be used for increments, e.g.: 3.68 years = 3 years.
- The determination by NWTTQS shall be final and binding upon both parties.
- 1.22 Term Teacher - A teacher hired for a defined period of less than the school year.

ARTICLE 2 -- MEMBERSHIP AND THE COLLECTIVE AGREEMENT

- 2.01 Membership in the Association is a condition of employment for all teachers.
- 2.02 The Board will deduct one-twelfth (1/12) of the "professional fees" this membership entails each month from the teacher's salary and transmit such deductions monthly to the NWTTA Central Executive, P.O. Box 2340, Yellowknife, Northwest Territories.
- 2.03 The Board recognizes the NWTTA on behalf of the Yellowknife separate school district as the sole legal bargaining association for the teachers of the Yellowknife Public Denominational District Education Authority.
- 2.04 This Collective Agreement constitutes a contract between the Board and the NWTTA on behalf of the teachers of the Yellowknife Public Denominational District Education Authority.

In the exercise of this contract, the Board retains all those rights of management not specifically limited by expressed terms of this Agreement. The Board shall exercise its management rights in a fair and reasonable manner, and the teachers shall exercise their professional rights and obligations in a fair and reasonable manner.

- 2.05 Negotiations between the Board representatives and the representatives of the bargaining unit may only be re-opened before the expiry date of the Collective Agreement by mutual written consent.
- 2.06 This Collective Agreement is effective from July 1, 2008 to June 30, 2012.
- 2.07 This Collective Agreement is automatically continued if no written notification to the contrary is given by either party by February 15, 2012. After notification is received by either party, negotiations shall commence on or before March 31, 2012.
- 2.08 The notice referred to in Article 2.07 shall be in writing and shall contain a list of items that the party serving notice wishes to amend during collective bargaining. At the first meeting between the parties following such notice, the party receiving the notice shall present a list of all items it wishes to consider during the collective bargaining.

Notwithstanding the termination date of this agreement, if notice has been given to commence collective bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through collective bargaining or until a strike / lockout commences, whichever occurs first.

- 2.09 Upon signing of a subsequent collective agreement, this agreement shall cease to exist and shall be null and void and no grievance or other action arising from this agreement shall be commenced.

ARTICLE 3 -- SALARY OF TEACHERS

- 3.01 The salary of all full-time teachers shall be determined by the application of the following schedules according to the provisions of Article 4 hereof.
- 3.02 The salary of a part-time teacher shall be calculated by determining the salary to which he/she would be entitled if he/she were teaching on a full-time basis, and applying to this amount the percentage that is equivalent to the time assigned him/her by the Board.

Salary Schedule

July 1, 2008 to June 30, 2009

Years of Teaching Experience (Step)	Teacher Training (in years) (Category)					
	1	2	3	4	5	6
0	39,172	41,766	47,213	56,402	60,076	63,607
1	41,001	43,738	49,442	59,106	63,084	66,930
2	42,832	45,707	51,669	61,809	66,087	70,253
3	44,664	47,677	53,891	64,511	69,097	73,577
4	46,492	49,648	56,120	67,212	72,101	76,897
5	48,324	51,622	58,344	69,915	75,104	80,224
6	50,154	53,597	60,570	72,622	78,112	83,546
7	51,985	55,564	62,796	75,325	81,119	86,868
8	53,811	57,537	65,021	78,027	84,126	90,192
9	55,642	60,320	67,245	80,726	87,136	93,520
10				83,429	90,142	96,843
11				86,283	93,234	100,135

Salary Schedule

July 1, 2009 to June 30, 2010

Years of Teaching Experience (Step)	Teacher Training (in years) (Category)					
	1	2	3	4	5	6
0	40,856	43,562	49,244	58,828	62,659	66,342
1	42,764	45,619	51,568	61,647	65,796	69,808
2	44,674	47,673	53,891	64,467	68,928	73,274
3	46,585	49,727	56,208	67,285	72,068	76,741
4	48,491	51,783	58,533	70,102	75,201	80,204
5	50,402	53,842	60,853	72,922	78,334	83,674
6	52,310	55,901	63,175	75,745	81,471	87,139
7	54,221	57,953	65,496	78,564	84,607	90,604
8	56,125	60,011	67,817	81,382	87,744	94,071
9	58,035	62,914	70,137	84,197	90,883	97,541
10				87,016	94,018	101,007
11				89,993	97,243	104,441

Salary Schedule

July 1, 2010 to June 30, 2011

Years of Teaching Experience (Step)	Teacher Training (in years) (Category)					
	1	2	3	4	5	6
0	42,613	45,435	51,361	61,357	65,353	69,195
1	44,603	47,581	53,786	64,298	68,626	72,810
2	46,595	49,723	56,208	67,239	71,892	76,425
3	48,588	51,865	58,625	70,178	75,167	80,041
4	50,576	54,009	61,050	73,116	78,434	83,653
5	52,570	56,157	63,470	76,057	81,702	87,272
6	54,560	58,305	65,891	79,002	84,974	90,886
7	56,552	60,445	68,312	81,943	88,246	94,500
8	58,539	62,592	70,733	84,881	91,517	98,116
9	60,530	65,619	73,153	87,818	94,791	101,735
10				90,758	98,061	105,350
11				93,863	101,424	108,932

Salary Schedule

July 1, 2011 to June 30, 2012

Years of Teaching Experience (Step)	Teacher Training (in years) (Category)					
	1	2	3	4	5	6
0	44,872	47,843	54,083	64,609	68,817	72,863
1	46,967	50,102	56,636	67,706	72,263	76,669
2	49,064	52,358	59,187	70,803	75,702	80,476
3	51,163	54,614	61,732	73,897	79,151	84,283
4	53,257	56,872	64,285	76,992	82,591	88,086
5	55,356	59,134	66,834	80,088	86,032	91,897
6	57,451	61,395	69,383	83,189	89,478	95,703
7	59,549	63,649	71,933	86,286	92,923	99,508
8	61,641	65,909	74,481	89,380	96,367	103,316
9	63,738	69,097	77,030	92,472	99,815	107,127
10				95,568	103,258	110,934
11				98,838	106,800	114,705

**ARTICLE 4 -- APPLICATION OF
SALARY SCHEDULE**

- 4.01 All teaching experience obtained by a teacher prior to engagement by the Board shall be recognized provided that it was under a Canadian authority and accepted by the Northwest Territories Teacher Qualification Service (NWTTQS), as if it has been teaching experience in schools under the Board's jurisdiction. Teaching experience claimed under other jurisdictions shall be at the onus of the teacher to provide written evidence from the other jurisdictions.
- 4.02 Evaluation of a teacher's university education shall be the number of completed years of training as recognized and determined by the NWTTQS.

Teachers must provide a NWTTQS evaluation. If an NWTTQS evaluation is not provided, the teacher shall be placed at Category 4, Step 0 and receive no increment until the NWTTQS is received.

Teachers already employed who are seeking reclassification must submit to the Board a revised NWTTQS evaluation. Any retroactive adjustment resulting from such reclassification is limited to the date the teacher submitted the request for reclassification, or the date the additional education was achieved, whichever is later.

All Alberta Teacher Qualification Service classifications, completed prior to the existence of the NWTTQS, of existing staff shall be honoured and grandfathered at their assessed level unless they are increased in assessment by the NWTTQS.

- 4.03 a) The salary will be divided into twelve (12) equal payments with the first payment on the last teaching day in September and the balance of payments on the last teaching day of each month following. For employees other than substitute teachers, a mid-month advance in the amount of one-half ($\frac{1}{2}$) of the monthly net pay rounded down to the nearest dollar shall be paid each month. On the second (2nd) last teaching day in June the balance of the salary due for the current school year shall be paid.
- b) On September 7 of each year teachers will receive one half ($\frac{1}{2}$) of their September pay as an advance. On the last day of September, teachers will receive the remainder of their September pay.
- 4.04 Any teacher leaving before the end of the school year for a cause acceptable to both parties shall receive the portion of his/her salary for which he/she has worked based on 200 days per year. This payment shall be made not more than thirty (30) days after the date of termination.

- 4.05 For all teachers hired after June 30, 2003 after the school year starts the adjustment date for changes in the number of years allowed for teaching experience shall be:
- a) July 1 of the following year if the number of days of teaching experience in excess of a teaching year held by the teacher at the commencement of employment with the Board, plus the number of teaching days with the Board in the initial school year is greater than or equal to 150; or
 - b) On the anniversary date of commencement of employment in all other cases.

ARTICLE 5 -- ALLOWANCES

- 5.01 Administrative allowances for principals shall be paid on the following basis: Effective July 1, 2008, the allowance will be \$6,000 plus \$25 per pupil per school year. The minimum allowance payable shall be \$8,000 per school year. The pupil count for purposes of this article shall be as of the September 30 official enrolment date.
- 5.02 Administrative allowances for assistant principals shall be one-half (½) of the principal's allowance. This is not prorated for part-time assistant principals.
- 5.03
- a) Administrative allowances for coordinators so assigned on a full-time basis shall be \$3,000 for the school year.
 - b) The Board agrees to pay an annual administrative allowance for department heads and instructional leaders so assigned on a full-time basis. The amount of the allowance will be \$1,350 per teacher per year. The format of the allowance will be determined by the Superintendent in consultation with the leadership team. The teacher may elect to have this allowance paid to reimburse professional development costs.
 - c) The Board agrees to pay an administrative allowance for mentors so assigned on a full-time basis. The amount of the allowance will be \$1,000 per school year. The teacher may elect to have this allowance paid to reimburse professional development costs.
 - d) The Board agrees to pay an administrative allowance for cooperating teachers supervising student teacher placements or internships. The amount of the allowance will be \$100 per week or a pro-rated daily amount.
 - e) The Board agrees to pay \$100 per day and \$50 per half day to teachers fulfilling the role of acting administrators.
 - f) Allowance for the Kimberlite Career & Technical Centre Coordinator (KCTCC) shall be \$2000, in addition to the allowance in Article 5.03 a). The KCTCC will assume the supervision, including performance evaluations, of all staff working at the Kimberlite Career & Technical Centre.

- 5.04 Coordinators who use their own vehicles to travel between schools shall receive an allowance of \$100 per month.
- 5.05 A teacher who is assigned to two (2) schools per day and is thereby required to use their automobile to travel between schools shall receive an allowance of \$100 per month based on a ten (10) month school year.

The allowance for teachers who do not travel every day shall be pro-rated.

For the purpose of Article 5.05, the following shall be considered one school: Weledah Catholic School – École St. Patrick High School – Kimberlite Career & Technical Centre.

- 5.06 The Board shall provide a housing allowance of \$475 per month.

ARTICLE 6 -- SUBSTITUTE TEACHERS

- 6.01 Substitute teachers, who work five (5) or less consecutive days in the same position, shall be paid one – one hundred ninetieth (1/190) of category two (2) step zero (0) of the Salary Schedule stipulated in this agreement. Substitute teachers who work more than five (5) consecutive days in the same position, shall be paid one - one hundred ninetieth (1/190) of the salary grade stipulated in accordance with a NWTQTS assessment.

ARTICLE 7 -- EDUCATIONAL AWARDS

- 7.01 Each teacher who completes additional university courses toward further teacher education shall submit a statement thereof to the Board prior to December 31st of each year or such later date as mutually agreed upon.
- 7.02 The Board will pay actual tuition costs for no more than four (4) courses per teacher per school year, to a maximum of \$400 per course, satisfactorily completed. Courses must be either:
- a) approved by the Superintendent; or
 - c) university courses.

Teachers on maternity leave or parental leave under Article 14, or deferred salary leave under Article 12 shall be entitled to reimbursement under Article 7.02.

- 7.03 Teachers who show the need exists, related to their education or professional development, may receive permission to leave school two (2) days early, with salary, providing the teacher is returning to the Board.

ARTICLE 8 -- SPECIAL BENEFITS

- 8.01 Teachers, excluding newly hired Teachers who were provided with benefits in Article 8.03, are provided with \$650 towards personal travel with the September pay cheque for themselves and each eligible dependent.
- 8.02 Teachers are provided with \$650 towards personal travel with the June pay cheque for themselves and each eligible dependent. No part of this benefit shall be payable to teachers who leave the employment of the Board other than as defined in Article 19.04.
- 8.03 Transportation charges equal to 90% of the total cost for furniture and personal belongings will be paid for by the Board for teachers coming to Yellowknife. The maximum weight will be 2,250 kilograms (5,000 pounds) for a teacher without dependents; and 3,600 kilograms (8,000 pounds) for a teacher with dependents.

Personal travel will be paid for by the Board for Teachers and their eligible dependents coming to Yellowknife. Personal travel includes airfare or travel by privately owned car. If the teacher chooses to travel by car, allowable costs will include mileage, lodging and meal costs. The amount paid for travel by car shall not exceed the amount paid for travel by air.

Teachers not remaining with the Board for two (2) years shall be required to repay part of this special benefit pro-rated over two (2) years. The Board may waive this repayment requirement at their sole discretion. Repayment shall not apply when termination is caused by layoff.

- 8.04 a) Teachers with dependents leaving Yellowknife within one (1) year of the date of resignation, after completing a minimum of two (2) years experience with the Board, will receive removal assistance to a maximum of \$1,500 plus \$400 for each year of consecutive service with the Board, excluding years on deferred salary leave.
- b) Reimbursement for all costs associated with transportation including furniture, personal belongings or personal travel by air or by privately owned car must be supported by receipts. Personal travel includes airfare or travel by privately owned car. If the teacher chooses to travel by car, allowable costs will include mileage, lodging and meal costs. The amount paid for travel by car shall not exceed the amount paid for travel by air.
- c) Teachers who leave the employment of the Board after twenty (20) years of consecutive service shall be entitled to the foregoing removal benefit as a cash benefit without removal receipts, regardless of whether or not they leave Yellowknife. In addition, these teachers shall receive, in addition to the amounts under Article 8.04 a) an additional payment of \$2000.

- 8.05 New teacher orientation shall not commence before three (3) working days of the day selected as the first working day in the school year for teachers.
- 8.06 8.06.1 A teacher 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 day the teacher works. The rate is calculated by dividing the teacher's salary by 195 days. Any work performed under these circumstances must be approved by the Superintendent.
- 8.06.2 Exceptions to this Article include but are not limited to the following:
- professional development opportunities requested by and paid for by the Board;
 - new staff orientation offered by the Board; and
 - Association-related business.
- 8.06.3 This Article does not apply to principals, assistant principals, coordinators, or consultants.

ARTICLE 9 -- SICK LEAVE

- 9.01 Each full-time teacher will be advanced twenty (20) days sick leave at the commencement of the school year.
- 9.02 A teacher who works any portion of a school year will earn that portion of the leave in Article 9.01 on a pro-rata basis.
- 9.03 Any sick leave taken but not earned as stipulated in Article 9.01 shall be recoverable from monies payable to the teacher.
- 9.04 Sick leave credits not used shall accumulate to the credit of the teacher. In September of each year, the Board will provide every teacher with a yearly update on the amount of sick days accumulated by the teacher during the term of their employment with the Board. When a teacher is eligible for benefits under the Disability Insurance Plan specified in Article 17.02, the teacher shall stop accruing sick leave credits for the period of the leave and proceed to collect benefits under the said Insurance Plan. The teacher shall maintain any unused sick leave credits.

A teacher is required to apply for long term disability on or before the 90th calendar day of any uninterrupted sick leave.

- 9.05 A teacher, after one (1) year of employment with the Board, does not lose accumulated sick leave when he/she is terminated if he/she returns to the employ of the Board within one (1) year.
- 9.06 Sick leave credit may be used by a teacher in the case of illness to spouse or child of the teacher and the presence of the teacher is required. The Employment Insurance Commission regulations shall apply.
- 9.07 Application for periods of sick leave in excess of three consecutive days shall be accompanied by a medical certificate signed by the teacher's physician or nurse practitioner.

ARTICLE 10 -- BEREAVEMENT LEAVE

- 10.01 Bereavement leave with pay, for a period of up to ten (10) consecutive days shall be granted by the Employer in the event of a death of a teacher's mother, father, child or spouse. Where there are exceptional circumstances, and under the sole discretion of the Superintendent, this leave, either with pay, with the teacher paying the cost of a substitute under Article 6.01, or without pay may be extended.
- 10.02 Bereavement leave with pay, for a period of up to five (5) days shall be granted by the Employer in the event of a death of a member of a teacher's Immediate Family (as defined in Article 1.08) who is not included in Article 10.01. Where there are exceptional circumstances, and under the sole discretion of the Superintendent, this leave, either with pay, with the teacher paying the cost of a substitute under Article 6.01, or without pay may be extended.
- 10.03 Upon production of a death certificate (or other document acceptable to the Board confirming the death of a member of an employee's Immediate Family) and receipts for travel by the employee, the Board will reimburse the employee the cost of the employee traveling out of Yellowknife for approved bereavement leave. The reimbursement shall be the lesser of the employee's actual costs or the amount of a full fare ticket from Yellowknife to Edmonton and return.

ARTICLE 11 -- COMPASSIONATE CARE LEAVE

- 11.01 In the case of illness to spouse or child of a teacher where medical attention is required and the presence of a teacher is required, the teacher shall be granted leave up to and including five (5) days per year with salary and benefits provided a medical certificate(s) is provided to the Board.
- 11.02 In the case of critical illness to the teacher's mother or father, the teacher shall be granted leave with pay up to five (5) days per year when the teacher provides the Employer with a medical certificate confirming that the teacher's father or mother is

suffering from a serious medical condition and has a significant risk of death within twenty-six (26) weeks.

In the case of critical illness to the teacher's sister or brother, the teacher shall be granted leave up to five (5) days per year when the teacher provides the Employer with a medical certificate confirming that the teacher's sister or brother is suffering from a serious medical condition and has a significant risk of death within twenty-six (26) weeks.

This leave shall be with salary and benefits; however to offset the costs of any required substitute teachers, the teacher shall be charged a fee equal to the cost of a substitute as per Article 6.01 for each day of leave.

- 11.03 In addition to leave under Article 11.01 or 11.02, compassionate care leave without pay, to a maximum of eight (8) weeks, shall be granted by the Employer to a teacher who will be providing care and comfort to a member of the teacher's Immediate Family (as defined in Article 1.08) when the teacher provides the Employer with a medical certificate confirming that a member of the teacher's Immediate Family is suffering from a serious medical condition and has a significant risk of death within twenty-six (26) weeks.
- 11.04 Compassionate care leave without pay can be taken in separate periods, but each period must be of at least one (1) week.
- 11.05 Two (2) or more teachers of the Employer cannot take more than a total of eight (8) weeks of compassionate care leave for the same person.

ARTICLE 12 -- DEFERRED SALARY LEAVE PLAN

12.01 Description

- 12.01.1 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 his/her regular salary to finance the year of the leave. The Deferred Salary Leave Plan is referred to throughout the agreement as the "Plan."
- 12.01.2 The term of a leave of absence under the Plan shall be a twelve (12) month school year period. Under no circumstances shall any leave under the Plan exceed one (1) school year.
- 12.01.3 The term "school year," as used herein, shall mean the successive twelve (12) month period commencing July 1 and ending the following June 30.

- 12.01.4 The term “calendar year,” as used herein, shall mean the successive twelve (12) month period commencing January 1 and ending the following December 31.
- 12.01.5 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 his/her enrolment in the Plan plus any interest earned, but less those deductions as specified in this Plan.
- 12.01.6 The term “Board,” as used herein, shall mean the Board of Yellowknife Public Denominational Education Authority, commonly known as Yellowknife Catholic Schools.
- 12.01.7 The term “Association,” as used herein, shall mean the Northwest Territories Teachers’ Association.
- 12.01.8 The term “active service” refers to paid employment with the Board. It does not include authorized leaves of absence. Active service is cumulative and not necessarily continuous.

12.02 Eligibility

- 12.02.1 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.
- 12.02.2 Two employees will be eligible to take a deferred leave of absence in any given school year.

12.03 Application and Notification

- 12.03.1 An application by an eligible employee for the Plan shall be made in writing and must be submitted to the Superintendent on or before January 31 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 may include the reasons for the request.
- 12.03.2 If there are more applicants for this 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 (hereinafter referred to as the “Committee”) and shall be comprised of:
 - a) one (1) representative of the Association;

- b) one (1) representative of the Board; and
- c) the Superintendent.

The Deferred Salary Leave Committee shall establish priorities for selection prior to the selection of applicants; however, the following criteria shall form part of those priorities: seniority, previous applications, personal interview, reasons, etc. The Committee shall forward a list of recommended applicants for the Board's approval.

- 12.03.3 The final approval of the application by an eligible employee shall rest solely with the Board. If the Board gives its approval, the participation of the eligible employee in the Plan will become effective on the first day of the following school year.
- 12.03.4 The Superintendent shall, by April 15 of the school year preceding the school year in which the eligible employee wishes to enter the Plan, advise such employee in writing of the Board's approval or non-approval of his / her application.
- 12.03.5 Before final approval for participation is granted by the Board, the eligible employee must complete and sign an agreement wherein are set the terms and conditions of participation in the Plan. Such agreement shall be prepared by the Board.
- 12.03.6 The agreement must be signed by the eligible employee and returned to the Superintendent by April 15 of the school year preceding the school year in which the eligible employee has been given approval to enter the Plan, or such employee shall be deemed to have withdrawn his / her application to participate.

12.04 Deferred Salary Formula

- 12.04.1 a) During each school year prior to the leave of absence year, the participating employee, for a maximum of six (6) school years, will receive his / her gross annual salary less the percentage of gross annual salary the eligible employee and the Board have agreed to defer as per the Deferred Salary Leave Plan agreement. This accumulated percentage of salary less any deductions as specified in Section 12.06.1 shall be retained for the employee by MRS Trust to finance the year of leave.
- b) The minimum Plan shall be a three / four year plan and the maximum will be a six / seven year plan. The possible combinations are as follows:

- i) Three (3) qualifying non-leave years, followed by one (1) year of deferred leave (3/4 year plan).
 - ii) Four (4) qualifying non-leave years, followed by one (1) year of deferred leave (4/5 year plan).
 - iii) Five (5) qualifying non-leave years, followed by one (1) year of deferred leave (5/6 year plan).
 - iv) Six (6) qualifying non-leave years, followed by one (1) year of deferred leave (6/7 year plan).
- c) The percentage of gross annual salary the participating employee and the Board have agreed to defer may be amended once per school year. Such notice must be given to the Assistant Superintendent - Business thirty (30) days before the effective date of the amendment.
 - d) The percentage of gross annual salary to be deferred in each year shall not exceed thirty percent (30%).
 - e) Interest earned will be paid out annually in accordance with the Canada Customs and Revenue Agency regulations.

12.05 Income Tax

- 12.05.1 The amount of income tax to be deducted will be computed on the actual gross salary received by the participating employee during each of the calendar years he / she is enrolled in the Plan. This will be subject to the Board receiving a ruling to the satisfaction of its solicitor from Revenue Canada that the Plan contemplated hereby is not unlawful and is acceptable to Revenue Canada. The participating employee will pay income tax on interest income received in the year it is received.

12.06 Administering the Deferred Salary

- 12.06.1
 - a) The deferred salary amounts shall be placed in trust with MRS Trust in the employee's name and shall be administered by MRS Trust.
 - b) 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.

12.07 Payment of Deferred Salary During Year of Leave

- 12.07.1 The monies to be paid during a participating employee's year of leave in accordance with Section 12.04.1 shall be paid by MRS Trust on a monthly basis.
- 12.07.2 A participating teacher 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.

12.08 Health and Welfare Benefits

- 12.08.1 While a participating employee is enrolled in the Plan, any applicable health and welfare benefits computed with reference to salary shall be structured according to full grid salary.
- 12.08.2 The Board will continue paying its share of applicable health and welfare benefits for a participating employee during the non-leave school years of the Plan.
- 12.08.3 The Board will maintain applicable health and welfare 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.
- 12.08.4 Housing allowance and transportation "travel assistance" allowance will not be paid to the participating employee during the year of leave.
- 12.08.5 All moving costs incurred in the year of leave shall be paid by the participating employee.

12.09 Withdrawal

- 12.09.1 A participating employee who ceased to be employed with the Board at any time during his / her enrolment in the Plan must withdraw from the Plan.
- 12.09.2 In the event a suitable replacement cannot be hired by March 15 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 his / her leave at the end of such time or withdraw from the Plan at that time.

- 12.09.3 A participating employee may not withdraw from the Plan without obtaining the written approval of the Board. Such approval shall not be given after March 15 in the school year preceding the school year in which the leave is scheduled to be taken and such approval may only be given where there are exceptional circumstances such as financial hardships.
- 12.09.4 In the event that either Section 12.09.01 or 12.09.2 are involved, the Board will notify MRS Trust of said employee's withdrawal from the Plan and arrange for a lump sum adjustment equal to his / her deferred salary amount.
- 12.09.5 Should a participating employee die, the Board shall, within ninety (90) days of written notification to the Board of the death, arrange with MRS Trust for payment of the participating employee's estate subject to the Board receiving necessary clearance and proofs normally required for payment to an estate.

12.10 Terms of Reference

- 12.10.1 A participating employee shall return to duty with the Board for at least one (1) year after the school year of the leave.
- 12.10.2 Should a participating employee fail to report for duty without reasonable cause on the first day of school following completion of the leave, such employee shall be deemed to have abandoned both the position and his / her contract of employment with the Board and the Board may, without further notice to said employee, forthwith fill the position with someone other than the participating employee. The participating employee shall reimburse the Board for all costs incurred in replacing the participating employee during the year of leave.
- 12.10.3 Subject to Section 12.10.1 and 12.10.2, on return from leave, the Board shall make every reasonable attempt to offer the teacher a teaching position that is comparable to that which he/she held before his/her leave commenced.
- 12.10.4 Subject to Sections 12.10.1 and 12.10.2, 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.

ARTICLE 13 -- GENERAL LEAVE

- 13.01 The Board may grant up to one (1) year leave, without salary and benefits, to any teacher who requests such leave.
- 13.02 The Board shall grant no more than twenty (20) days leave, without salary and benefits, to an elected official, other than the President, of the Executive of the NWTTA.
- 13.03 13.03.1 A teacher elected as President of the NWTTA shall be granted leave of absence for the term of office.
- 13.03.2 During his/her leave of absence, the teacher shall maintain any accumulated rights and benefits to which he/she is entitled under the Agreement, but no additional rights and benefits will accrue during this period.
- 13.03.3 The Board shall continue to pay the teacher at his/her applicable salary as set forth in the salary schedule. The NWTTA will reimburse the Board for any costs involved.
- 13.03.4 The benefits of any group plans to which the teacher was entitled prior to his/her leave of absence shall be continued during his/her leave and the NWTTA will reimburse the Board for any costs involved.
- 13.03.5 Upon termination of such leave, the Board shall make every reasonable attempt to offer the teacher a teaching position that is comparable to that which he/she held before his/her leave commenced.
- 13.03.6 The teacher shall advise the Board as soon as possible when an extension is required due to re-election.
- 13.04 The Board shall grant leave without salary and benefits to any teacher who requires such leave for official business in regard to the following bodies: a) House of Parliament, and b) Legislative Assembly. If successful in election to the above bodies, the teacher shall take leave for the full term of office.
- 13.05 Each employee shall be eligible for two (2) days leave of absence with salary and benefits on the birth or adoption of an employee's child. An employee must take such leave within two (2) weeks of the date of birth or the date of adoption, except with the approval of the Superintendent.
- 13.06 Each employee shall be eligible for two (2) days of leave, which may be taken at the employee's discretion, provided that adequate notice has been given to the principal and a suitable substitute can be arranged. This leave shall be with salary and benefits;

however, in order to offset the costs of any required substitute teachers, each employee taking a discretionary day shall be charged a fee as follows:

(a) A teacher shall pay the cost of a substitute as per Article 6.01.

- 13.07 Discretionary leave shall not be used to extend Christmas holidays, spring break or summer break except in exceptional circumstances.
- 13.08 Discretionary leave shall not be used on district professional development days as set out in Article 23.01 except in exceptional circumstances.

ARTICLE 14 -- MATERNITY LEAVE

- 14.01 A teacher who has been continuously employed by the Board for at least six (6) months is entitled to maternity leave and / or parental leave.
- 14.01.1 A pregnant teacher may take maternity leave of up to seventeen (17) weeks commencing at any time during the twelve (12) weeks immediately before the estimated delivery date.
- 14.01.2 In the case of natural childbirth or adoption of a child, parental leave of up to thirty-seven (37) weeks may be taken wholly by either parent or may be divided between the father and the mother. Where both parents are employed by the Board, only one is entitled to receive this benefit at any time. Parental leave may only be taken in the fifty-two (52) weeks after the child's birth or placement with the adoptive parents or by the mother immediately following maternity leave.
- 14.02 Combined maternity leave and parental leave shall not exceed fifty-two (52) weeks.
- 14.03 A teacher who becomes pregnant shall apply in writing for maternity leave and parental leave not less than four (4) months before the expected date of confinement, unless it is medically required to begin maternity leave before the four (4) months' notice expires. In the application, the teacher shall give her future intention about returning to duty.
- 14.04 Subject to Article 14.03, a teacher who wishes to take parental leave shall apply in writing for such leave not less than three (3) months before beginning parental leave, unless the medical condition of the birth mother makes it impossible to comply with this requirement or the date of the child's placement with the adoptive parent was not foreseeable, in which case notice shall be given at the earliest opportunity. In the application, the teacher shall give her future intention about returning to duty.
- 14.05 Maternity leave and parental leave shall be without salary, allowances and benefits.

- 14.06 Notwithstanding Article 14.05, a teacher who completes six (6) months of continuous employment and who provides the Board with proof that the teacher has applied for and is eligible to receive Employment Insurance (“E.I.”) benefits shall be paid a maternity leave allowance. Such allowance shall be paid for a maximum of seventeen (17) weeks while the teacher is an E.I. claimant and shall provide payments equivalent to ninety-three (93%) percent of the teacher’s normal rate of pay (when combined with the E.I. benefits).
- 14.06.1 For approved maternity leave, the Board agrees to provide its share of Health and Welfare premiums as specified in Articles 17.02, 17.03, 17.04 and 17.05 for the duration of the approved leave.
- 14.06.2 An applicant for maternity leave must sign an agreement that:
- a) the teacher will return to work for at least five months of the school year (or in the case of a high school teacher, one full semester) or such shorter period as mutually agreed upon between the Board and the teacher; or
 - b) the teacher will return to work on the date of the expiry of the maternity leave unless the date is changed with the Board’s consent; and
 - c) should the teacher fail to return to work as agreed, the teacher shall reimburse the Board for all monies paid pursuant to Article 14.06, including the above-mentioned premium costs but excluding the E.I. benefits, except if the failure to return to work is caused by the teacher’s death, disability or layoff.
- 14.07 A teacher who has applied for maternity leave will be required to provide the Board at the end of the seventh (7th) month of pregnancy a certification from her physician that her health will not be impaired by her continuing employment.
- 14.08 An applicant for parental leave must sign an agreement that:
- a) the teacher will return to work for at least five (5) months of the school year (or in the case of a high school teacher, one full semester) or such shorter period as the Board agrees; or
 - b) the teacher will return to work on the date of the expiry of the parental leave unless the date is changed with the Board’s consent.
- 14.09 A teacher returning from maternity leave and, if applicable, parental leave may be required to pass a medical examination before returning to duty. If the return to duty is less than three (3) months from termination of pregnancy, a medical examination and written approval from a medical physician to the Board is necessary.

- 14.10 Maternity leave will not interrupt any continuity of service Article; however, if a teacher is employed by the Board for 110 days or more in a school year starting from her first work day in a school year, the teacher will be granted an increment equivalent to one (1) year's experience on return to duty.
- 14.11 Subject to Article 14.12, after the termination of the maternity leave or parental leave, the Board shall make every reasonable attempt to offer the teacher a teaching position that is comparable to that which he/she held before his/her leave commenced. Should a position for which the teacher is qualified come open during the maternity leave or parental leave, the teacher will have the right to apply for the position.
- 14.12 Failure of the teacher on maternity leave or parental leave to return to work as agreed will constitute resignation without any further obligation upon the Board, and the teacher will not be entitled to return to work, except if the failure to return to work is caused by the teacher's disability.
- 14.13 The parties shall discuss any subsequent changes that occur to *The Labour Standards Act* or *The Employment Insurance Act* in regards to maternity leave or parental leave.

ARTICLE 15 -- LEAVE TO APPEAR AS A WITNESS OR JUROR

- 15.01 A teacher shall be allowed leave of absence without loss of salary and benefits when subpoenaed as a witness or juror. Any remuneration awarded by the Courts or as otherwise prescribed by law above the actual expenses shall be paid to the Board up to the maximum of salary involved for the period of absence.

ARTICLE 16 -- NEGOTIATION LEAVE

- 16.01 Where operational requirements permit, the Board may grant leave of absence with salary and benefits for four (4) teachers for the purpose of participating in actual negotiations with the Board.

ARTICLE 17 -- HEALTH AND WELFARE

- 17.01 When an employee or dependent requires non-elective medical care not available in Yellowknife, the employer will reimburse up to the most economical return airfare to Edmonton when it is not paid by other agencies. Similar coverage will be provided for an escort, if necessary. Medical referral and documentation from a physician shall be required.

In addition to the airfare, the employer shall provide reimbursement for meals, accommodation, ground transportation and other medical travel costs up to a

maximum of two hundred dollars (\$200) per day for each day (up to a maximum of 14 days) of approved medical travel leave.

For the purpose of the above paragraph, non-elective dental care shall not be considered as medical care unless the treatment cannot be provided in Yellowknife and the dentist completes the required Board documentation.

- 17.02 17.02.1 The Board shall make available an insurance plan that provides life, accidental death, dismemberment and long-term disability insurance.
- In the event of a change in plans the new plan will contain benefits equal to or better than the current plan. The plan will only be changed after joint consultation.
- 17.02.2 Participation in the insurance plan shall be a condition of continued employment for all teachers.
- 17.02.3 When teachers receive disability benefits from the insurance plan, no further salary and benefits shall be paid by the Board for the period of disability.
- 17.02.4 The Board shall pay 100% of the premiums.
- 17.03 17.03.1 The Board will make available a dental plan equal to or better than the Alberta School Employees' Benefit Plan. Such plan shall provide one hundred percent (100%) reimbursement based on the N.W.T. Dental Fee Schedule. The Board shall pay one hundred percent (100%) of the premiums.
- 17.03.2 Participation in the plan shall be compulsory for all teachers not already enrolled in a similar plan unless the teacher's spouse has the same or better coverage in a plan.
- 17.04 Surgical and medical expense is covered by a plan which the Board pays 100% of the premium for teachers electing to take this coverage. Coverage under the plan will include acupuncture and naturopathic services.
- 17.05 Vision care expense and the cost and replacement of hearing aids is covered by a plan which the Board pays one hundred percent (100%) of the premiums for teachers electing to take this coverage. The coverage shall be effective as of the day the employee starts work.
- 17.06 A voluntary pension plan is currently in force and is open to all teachers of the Board. Effective January 1, 1993, the employer and each participating employee shall each make contributions to the plan in keeping with the following formula:

- a) From \$0 up to Canada Pension Plan Basic Exemption - six point five percent (6.5%) of salary.
- b) Amounts between Canada Pension Plan Basic Exemption and Maximum Annual Pensionable Earnings - four point eight percent (4.8%) of salary.
- c) Amounts in excess of Canada Pension Plan Maximum Annual Pensionable Earnings - six point five percent (6.5%) of salary.

The contributions shall be made in addition to the required Canada Pension Plan contributions.

17.07 The Board and the Association agree that the Employment Insurance Commission rebate has been shared according to Section 64 (5) of *The Employment Insurance Act* by the increase in the benefits contained in this agreement.

17.08 Each teacher shall receive a Health Spending Account. Each teacher can apply for reimbursement from the teacher's Health Spending Account for up to \$500 per School Year for any health related expenses of the teacher or the teacher's dependants.

Any unused amounts in a teacher's Health Spending Account can be carried forward for one School Year. Any amounts in a teacher's Health Spending Account that are not used within two (2) School Years shall lapse.

All issues concerning the Health Spending Account, including issues around approval of expenses, shall be determined by the Health Spending Account provider.

ARTICLE 18 -- GENERAL PROVISIONS

18.01 *Vacancies* - When advertising for teaching positions coming open in the next school year, the Board agrees to post notices for three (3) school days in each school and give first priority for consideration for these positions to applicants currently in tenured employment with the Board. Second priority consideration will be given to non-tenured teachers.

Nothing in this Article will preclude the Board from proceeding with anticipatory advertising for external applicants for perceived vacancies. External applicants will receive consideration only after first and second priority applicants have been considered.

All teachers will assist the process of filling the next school year vacancies by giving clear indication to the Board their interest in future teaching assignments on or before the last day of February of the current year.

The parties recognize that the determination of the successful applicant(s) in all circumstances is within the sole discretion of the Board. The Board shall make this determination in accordance with Article 2.04 taking into account the needs of the school district.

- 18.02 *Transfers* - A teacher who receives written notice of a transfer initiated by the employer shall be given twenty (20) school days to accept the transfer. His/her resignation date shall be extended and/or amended to accommodate the twenty (20) school day period.

ARTICLE 19 -- PROBATION, RESIGNATION AND DISMISSAL

- 19.01 All positions shall be tenured, non-tenured or term as outlined in 1.22 (A term teacher is a teacher hired for a defined period of less than a school year). A non-tenured teacher shall receive tenure after two (2) years of satisfactory performance.

- i. Tenured teachers can be released for the following reasons:

- a) cause;
- b) incompetence; or
- c) reduction in staff.

Conditions for dismissal are provided for in *The Education Act* and Regulations.

- ii. Non-tenured teachers can be released for the following reasons:

- a) cause;
- b) incompetence;
- c) reduction in staff; or
- d) redundancy of position or need.

Conditions for dismissal are provided for in *The Education Act* and Regulations.

Notice of non-renewal of a contract, together with reasons, shall be delivered to the teacher in writing not later than twenty (20) school days prior to resignation date (Article 19.03.1).

Any teacher receiving such notice may request a meeting with the Board in Committee to discuss the reasons for giving the teacher notice. Where such a

meeting is requested, it shall be held within twenty (20) school days of the request being received by the Board.

iii. Supervision of non-tenured staff shall occur as follows:

- a) A minimum of two written evaluations per year by school administration (one *Performance Status Report* completed by December 15, one *Summative Evaluation* completed by March 31).
- b) In the case of a negative Performance Status Report on December 15, an additional Summative Evaluation will be completed on the teacher by January 31.

The formative evaluations may be referred to when summative evaluations are conducted, but the summative should only make reference to the performance at the time of the evaluation. Formative evaluation should detail strengths and weaknesses and should contain specific commitments to provide assistance to strengthen areas of weakness. Formative evaluations are not placed in the teacher's permanent file.

A minimum of one written summative evaluation per year may be requested by the teacher from the Assistant Superintendent – Learning and/or the Superintendent to be completed before March 31.

In the event that a non-tenured teacher in the first year of employment receives a negative evaluation in writing by March 31, that teacher, if retained, will be informed in writing that the second year will be a year of trial, and improvement will be required. Non-tenured teachers having a negative evaluation(s) in their second year will be notified by December 15 of their pending release.

iv. Supervision of tenured staff shall occur as follows:

- a) Evaluation shall occur every three years by school administration and / or the Assistant Superintendent - Learning and / or the Superintendent. Teachers may choose a summative evaluation or a path from the Developmental Track included in the Board's Teacher Supervision, Growth and Review model and process, as approved by the Board.
- b) The Summative Evaluation process shall be completed at least one month before the end of the school year. Teachers may request a Summative Evaluation at any time. Summative Evaluations are placed in the teacher's permanent file.

If any of these evaluations are negative, the Board agrees to make available all reasonable assistance from the Board and its officers to rectify any problem

area that may be revealed in the evaluation. The teacher and evaluator will document reasonable assistance in a collaborative Action Plan.

- v. In the event of reduction in staff, cuts shall first be made from non-tenured staff based on the following:
 - a) need and positive performance evaluations;
 - b) seniority.

Where the factors in a) are the same, seniority shall govern.

- vi. Staffing cuts from tenured staff shall be made using the following:
 - a) seniority;
 - b) positive performance evaluations;
 - c) need.

Where performance evaluations are positive and reductions are consistent with Board need, seniority shall govern.

- vii. In points v. and vi., the Board shall determine need based on program specialty, school population, change in structure, budget, and operational effectiveness; however, the parties do not intend that the consideration of these factors would allow for reductions of more senior staff solely because of their higher placement on the salary grid.

19.02 Notwithstanding Article 19.01, the Board may at any time place a probationary teacher on permanent status prior to the end of his/her first two (2) years of employment.

19.03 19.03.1 Resignation - End of Year - The resignation date shall be sixty (60) days prior to the last school day of the school year as per *The Education Act* of the Government of the Northwest Territories (Section 1.16).

19.03.2 Failure to notify the Board of intention to resign will constitute acceptance of employment with the Board during the school year immediately following.

19.04 Resignation - During Year - Any teacher's position may be terminated at any time by mutual consent of the teacher and the Board.

- 19.05 *Dismissal* - Dismissal in this section refers to a termination of any teacher's employment during the school year or at the end of any school year, beyond the second (2nd) consecutive year of employment. Any appeal of the termination shall be to an Arbitration Board. The appeal shall not proceed through grievance procedure but shall commence at Step A of Article 21.05 of this Collective Agreement.

ARTICLE 20 -- JOINT CONSULTATION

- 20.01 The Board and the Association acknowledge the mutual benefit to be derived from joint consultation in matters of common interest.
- 20.02 Ad hoc committees will be established to deal with matters of mutual concern as such matters arise.
- 20.03 Such committees shall operate by consensus. Decisions made by a committee are not binding upon the parties until such time as these decisions are accepted and ratified by the Employer and the Association.
- 20.04 The parties shall meet at least three times per year at mutually agreeable dates.

ARTICLE 21 -- GRIEVANCE/ARBITRATION

- 21.01 Any difference between any teacher covered by this Agreement and the Board or between the Association and the Board concerning the interpretation, application, operation or alleged violation of this Agreement, including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.
- 21.02 Any grievance must be submitted within thirty (30) school days of the occurrence, incident, or circumstances giving rise to the grievance.
- Any grievance relating to a pay cheque miscalculation must be submitted within one calendar year of the occurrence, incident, or circumstances giving rise to the grievance.
- 21.03 Where such a difference arises, the parties hereby agree that everything possible will be done to settle such a difference within twenty (20) school days of the grievance or alleged violation being filed in writing with the Board. Any pertinent correspondence shall be made available at that time.
- 21.04 In the event the grievance is not settled within fifteen (15) school days after the date of submission of the grievance in accordance with 21.02, then on or before a further five (5) school days has elapsed the grievance shall be referred in writing by the grievor to

the grievance committee. The grievance shall set out the nature of the grievance, the articles of this Agreement that it is alleged have been violated and the remedy sought.

The grievance committee shall be made up of the following individuals:

For the Board:

- The Chair of the Board and /or another Trustee
- The Superintendent
- Plus one other as may be needed.

For the Association:

- The President and/or Regional President
- The Executive Director
- The employee, if applicable

The grievance committee shall meet and endeavour to resolve the grievance and shall render its decision within ten (10) school days of the meeting. If the grievance committee reaches a unanimous decision as to the disposition of the grievance that decision shall be final and binding on all parties.

21.05 Where the parties fail to reach a satisfactory resolution to the grievance as referred to in Article 21.04; the grieving party may within ten (10) school days refer the matter to arbitration.

The party advancing the grievance to arbitration shall notify the other in writing of its desire to submit the difference to arbitration. Such notice shall contain a statement of the difference and shall specify the person or persons the party giving the notice is willing to accept as a single arbitrator.

If the party receiving the notice accepts the person or one of the persons proposed as arbitrator, it shall notify the other party accordingly within five (5) school days, and the difference shall thereupon be submitted to the arbitrator agreed upon by the parties.

If the party receiving the notice does not accept any of the persons proposed as arbitrator, it shall notify the other party accordingly within five (5) school days and shall indicate the person or persons it is willing to accept as a single arbitrator.

If the parties are unable to agree on a person to act as a single arbitrator, either party may make a written request to the Federal Minister of Labour to appoint an arbitrator, and any person so appointed shall be deemed, for all purposes, to have been appointed pursuant to the collective agreement between the parties.

The arbitrator shall inquire into 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 every employee affected by it.

- 21.06 The arbitrator shall determine the arbitration procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 21.07 The arbitrator shall have authority to determine whether any matter is arbitrable.
- 21.08 The arbitrator shall not change, modify or alter any of the terms of this Agreement.
- 21.09 If the arbitrator, by his award, determines that an employee has been discharged or otherwise disciplined by an employer for cause, and if the collective agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute any penalty for the discharge or discipline that, to the arbitrator, seems just and reasonable in all the circumstances.
- 21.10 The parties shall bear equally the fees and expenses of the arbitrator.
- 21.11 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner. Therefore, compliance with the time limits is mandatory. If a grieving party does not advance the grievance within the time limits specified, the grievance will be deemed to be abandoned and inarbitrable unless the parties agreed in writing to waive any time limit. If the respondent fails to comply with the provisions of the grievance procedure, the grievance is processed to the next step, unless the parties agree otherwise.
- 21.12 By mutual written agreement between the parties, the time limits for each stage of the grievance/arbitration procedure may be extended.
- 21.13 As an alternative to the formal arbitration process set out above, 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.

Any costs incurred in this procedure shall be shared equally by the parties.

ARTICLE 22 -- SCHOOL PLUG INS

- 22.01 Any teacher who uses a plug in at the school for the purpose of plugging their private vehicle while at work shall be levied a charge of \$25.00 per month for the period November 1 to March 31.

Teachers wishing to use a plug in for only a portion of this period will be charged \$45.00 per month. Any portion of a month shall constitute a full month.

ARTICLE 23 -- PROFESSIONAL DEVELOPMENT

23.01 Five (5) days in each school year shall be professional development days and such days shall not be deemed sessional days for the purpose of this Collective Agreement and *The Education Act*. Such days shall be scheduled by mutual agreement between the district and the Superintendent.

23.02 A Professional Development Planning Committee shall be formed to make recommendations on the speakers, subject and content of the five professional development days in the school calendar. This Committee will establish the format(s) and arrange speakers for district professional development days. The Committee will consist of two NWTTA staff members from each school plus the Superintendent and/or designate.

A professional development fund consisting of three thousand dollars (\$3,000) will be set up by the Board to cover costs associated with these five (5) Professional Development days. (Substitute teacher costs associated with the planning of these days may be deducted from the fund.)

23.03 A professional development fund consisting of six-hundred dollars (\$600) per full-time equivalent teacher (part-time teachers will be prorated) for each school year shall be used for the professional development of teachers during that year in order to continue to improve the quality and relevance of education to students in Yellowknife Catholic Schools.

This six hundred dollars (\$600) will be held in an individual account for each teacher to be used for professional development when the teacher applies/requests use of this fund. If there is any unused money left over in a teacher's account, this is carried over into the new school year. A full time equivalent teacher can accumulate up to twenty-four hundred dollars (\$2400) in their individual account, part-time teachers will be prorated.

If a teacher leaves employment of the Board and has unused money left over in their account, this money will be transferred to the Professional Development Planning Committee as outlined in Article 23.02.

23.04 The fund outlined in 23.03 shall be divided amongst all schools in proportion to the number of full-time equivalent teachers in each school. This fund shall be used for teachers' professional development as described in 23.08.

Each school will set up its own Professional Development Selection Committee. The Committee shall do the following:

- 23.05 a) establish priorities;
- b) select amongst applicants for assistance;

- c) establish the amount of assistance which will be provided to each successful applicant;
- d) establish dates and procedures for receiving applications for assistance and dates for notifying applicants of the committee's decisions;
- e) establish the necessary administrative procedures; and
- f) provide the Superintendent with a summary of the Professional Development funds used by individual teachers.

Each school's Professional Development Selection Committee shall follow the Professional Development Selection Fund Guidelines in Appendix A to this Collective Agreement.

23.06 Any teacher selected by his/her school's Professional Development Selection Committee for professional development funding shall be automatically granted leave by the Board.

23.07 Any teacher who has received financial assistance from the Professional Development Fund shall submit a report to his/her committee and the Superintendent within two weeks of return from Professional Development. In addition, the teacher may be required by the Professional Development Selection Committee to present a workshop regarding the activity. The presentation may be delivered in French if the teacher is reporting on an immersion or core French activity.

23.08 The following shall be charged against the Professional Development Fund:

Teacher expenses while attending workshops, seminars and conferences shall be reimbursed from the fund in accordance with each school's Professional Development Selection Committee.

23.09 Any application requesting more than two days leave must be approved by the Principal/or designate before the Professional Development Selection Committee will action the request.

- a) A teacher can be granted a maximum of two days per year for leave under Article 23 to be used for Professional Development
- b) If more than two days per year is granted by the Principal/or designate the teacher may be requested to pay from their Professional Development account the cost of a substitute teacher over and above the two days.
- c) Teachers can accumulate their two Professional Development days (in article 23) up to a maximum total of five (5) days. This would be done if a teacher had not

used their Professional Development leave in Article 23 for three consecutive school years. This above mentioned teacher would still have to receive permission from the Principal/or designate but will not have to pay the cost of a substitute teacher above the two days if granted leave.

- d) All Professional Development request leaves over four (4) days must be reviewed by the Superintendent/or designate.

ARTICLE 24 -- COST OF LIVING IN THE NORTH

- 24.01 It is the mutual agreement of the Board and the Association that certain Articles of this Agreement are designed to offset the cost of living in the North and any benefits derived from these Articles should not be duplicated.

It is, therefore, agreed that in the case of an Employee who derives an equal or greater benefit through other employment of the Employee and/or a dependent then the following Articles will not be applicable:

8.01, 8.02, 8.03, 8.04, 11.02 and 17.01

ARTICLE 25 -- PREPARATION TIME

- 25.01 The Board will make every reasonable effort to maintain an operational policy, which will allow teachers a reasonable amount of preparation time throughout their instructional year.
- 25.02 Each teacher is entitled to a supervision-duty free period that is at least one half the lunch period each day between 11:00 a.m. and 2:00 p.m. Preparation time is not to be considered as part of this supervision-duty free period.
 - 25.02.1 A teacher's total supervision duties shall not exceed 100 minutes per week.

ARTICLE 26 -- HEALTH, SAFETY, NON-DISCRIMINATION AND HARASSMENT PROVISIONS

In the areas of health and safety, non-discrimination and harassment, the policies outlined in the Yellowknife Catholic Schools Policy and Procedures Manual shall be in accordance with the laws of the governments of Canada and the Northwest Territories.

26.01 General Provisions

- a) The Board shall take all reasonable steps to provide for and ensure the safety and health of employees.

- b) Further, without limiting the generality of the foregoing, the Board shall:
- i) Promptly inform its employee and their association representatives of any situation which may endanger their health or safety as soon as it learns of the said situation.
 - ii) Take, without delay, all measures reasonably necessary to prevent or correct a situation liable to endanger the health or safety of employees as soon as a situation is brought to its attention.
 - iii) Consult with the association through the District Safety Committee on an ongoing basis, with a view to developing, adopting and effectively carrying out, reasonable procedures and techniques intended to prevent or reduce the risk of injury to employees.

26.02 Non-discrimination

The Board agrees to comply with the Canada Human Rights Code and other applicable legislation, subject to any defenses available at law.

26.03 Sexual Harassment and Personal Harassment

The Board acknowledges its obligation to ensure that employees work in an environment free from sexual and personal harassment.

ARTICLE 27 – DATE OF AGREEMENT

Signed this 2nd day of October A.D. 2008.

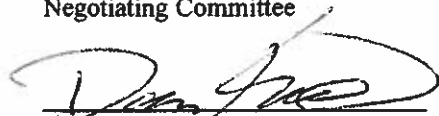
**On behalf of
The Northwest Territories
Teachers' Association**



David Roebuck
Executive Director



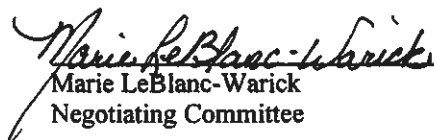
Fraser Oliver
Negotiating Committee



Don Reid
Negotiating Committee



Lorelea Wark
Negotiating Committee



Marie LeBlanc-Warick
Negotiating Committee

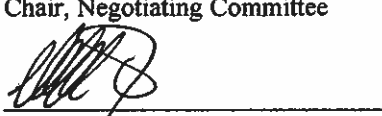
**On behalf of
Yellowknife Catholic Schools**



Kern Von Hagen
Superintendent



Brian Nagel
Chair, Negotiating Committee



Mike Huvenaars
Assistant Superintendent-Business



Gina Blondin Arsenault
Human Resource Officer



Glenn Tait
Negotiator

LETTER OF UNDERSTANDING

- between -

Yellowknife Catholic Schools
(The Employer)

- and -

The Northwest Territories Teachers' Association
(The Association)

During the course of negotiations for the 2008 - 2012 collective agreement, the Board and the Association discussed the number of instructional days in the school year.

The Board and the Association recognize that under Article 1.16 of the Collective Agreement, the Association participates in the District Calendar Committee, which determines the school year, subject to approval by the Board and ultimately by the Minister responsible for the *Education Act*.

The Board and the Association recognize that over the past few school years, the school year has not exceeded 192 instructional days.

Therefore, the Board and the Association agree:

1. For the 2008-2009 school year, the number of instructional days for Association members shall be 192.
2. For the 2009-2010 school year, the number of instructional days for Association members shall be 192.
3. For the 2010-2011 school year, the number of instructional days for Association members shall be 192.
4. For the 2011-2012 school year, the number of instructional days for Association members shall be 192.

This Letter shall expire on June 29, 2012, or earlier if there are any changes to either the *Education Act* or Regulations made under the *Education Act* which affect the number of hours of instruction required to be provided by the Board to its students.

MEMORANDUM OF UNDERSTANDING

- between -

Yellowknife Catholic Schools
(The Employer)

- and -

The Northwest Territories Teachers' Association
(The Association)

The Employer and the Association agree that for the term of the 2005 – 2008 collective agreement, the five Professional days identified in article 23.01 shall be dedicated as follows:

In school years where there is a Yellowknife Educators Conference, two days will be for the Yellowknife Educators Conference. Two days will be dedicated to meet the instructional focus of the District, to be planned by the Professional Development Planning Committee established in Article 23.02. One day will be dedicated to school based professional development.

In school years where there is no Yellowknife Educators Conference, three days will be dedicated to meet the instructional focus of the District, to be planned by the Professional Development Planning Committee. Two days will be dedicated to school based professional development.

The Employer and the Association agree that this allocation of professional development days in any school year may be varied by the mutual agreement of the Association and the Employer.

The Employer and the Association agree that during the term of the 2005 – 2008 Collective Agreement the Association and the Employer shall review alternative methods of delivering professional development.

APPENDIX A

Professional Development Selection Fund Guidelines

Each school's Professional Development Selection Committee will follow these guidelines:

- 1) Each applicant must fill out a Professional Development Application Form and attach a copy of the proposed Conference or Professional Development itinerary/agenda. This is to be submitted to the chairperson of the Professional Development Selection Committee.
- 2) The Professional Development Selection Committee will be made up of teaching staff members and an Administration Representative. The Professional Development Selection Committee will usually meet at the end of each month and deal with all applications received during that month. In special circumstances the Professional Development Selection Committee may meet at other times.
- 3) Professional Development funds may be accessed:
 - * for registration to the Yellowknife Educator's Conference;
 - * to attend conferences or workshops;
 - * to visit other jurisdictions for a specific Professional Development purpose;
 - * for Professional Development related to district and school goals;
 - * for tuition costs for university courses or other summer courses not already fully covered through the contract.
- 4) Professional Development funds may be accessed up to the maximum amount that you have individually accumulated in your Professional Development account plus any new amounts available through the life of the contract.
- 5) Teachers leaving the District with a negative account balance will have to pay back what is owed. For example, if a teacher received \$1,000.00 the first year and then resigns before year two is completed they must pay back a proportional % of the money.
- 6) Teachers who have money left in their accounts after the life of this contract will keep those funds in their accounts. Any new Professional Development funds under a new contract will be added to the individual teacher's account.
- 7) Teachers may use their own air plan points to fly to Professional Development opportunities. However, they will not be reimbursed for any air travel expenses other than fees charged to access the ticket.
- 8) It is advisable to gain prior approval from the Professional Development Selection Committee before travel and accommodation arrangements are made.
- 9) Any application requesting more than two days leave must be approved by the Principal before the Professional Development Selection Committee will action it.

- 10) Any application for a discretionary day as part of a Professional Development trip must be directed to the Principal for his/her approval.
- 11) When teachers return from their Professional Development they must submit a YK Catholic Schools Travel Expense Form, to the Chairperson of the Professional Development Selection Committee. This must be completed within two weeks of returning from the conference and accompanied by a written report on their Professional Development sessions.
- 12) Advances of funds are available through a written request to board. These shall be limited to 80% of the lesser of:
 - a. Professional Development funds available to the staff member; or
 - b. estimated costs.

The balance will follow once the travel expense form and report has been received.

- 13) Teachers may be asked to present workshops for staff on knowledge they have gained.
- 14) The Chairperson will advise applicants in writing of the Professional Development Selection Committee's decision.
- 15) The majority of Professional Development Selection Committee members must support the application in order for it to be approved. The decision of this Professional Development Selection Committee is final but teachers can apply again with "new or clarifying" information.
- 16) It is the responsibility of the NWTTA members on the Professional Development Selection Committee to maintain records and accounts. These must be forwarded to Central Services at the completion of the school year (June 1st.).