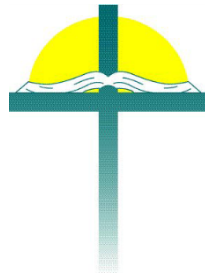


**COLLECTIVE  
AGREEMENT  
2020-2021**

- 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 Catholic Schools Region  
(Hereinafter called the “Association”)**



**September 1, 2020 – August 31, 2021**

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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](#) and [4](#).
- 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 (meaning a person married to an employee) of a teacher; Common Law Partner "Common Law Partner" is a person who has resided with the employee in a common household for one consecutive year and throughout that time was publicly represented by the employee as the employee's common law partner. A common law partner, under this definition, would be eligible for all spousal benefits.
  - 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;
  - c) 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, step-father, step-mother, step-brother, step-sister, step-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 and a relative who acts as an employee's legal guardian for at least ten (10) years before the age of majority.

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](#).

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](#).

Bereavement leave as set forth in [Article 10](#).

Meals, Accommodation, Ground Transportation and other medical costs as set forth in [Article 17.01](#)

Insurance benefits as set forth in [Article 17](#).

- 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 (NWTTS) based on the following:

Number of years +

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 NWTTS 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.

**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.

**ONE (1) YEAR AGREEMENT**

Year 1	September 1, 2020 – December 31, 2020	2.5% increase
	January 1, 2021 – August 31, 2021	Housing moved to grid

**Increase all rates of pay by 2.5% effective September 1, 2020**

**Effective September 1, 2020 - December 31, 2020**

<b>Years of Experience Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>0</b>	48,824	52,057	58,846	70,299	74,877	79,280
<b>1</b>	51,103	54,515	61,624	73,669	78,627	83,421
<b>2</b>	53,385	56,968	64,400	77,038	82,369	87,563
<b>3</b>	55,669	59,423	67,168	80,405	86,122	91,706
<b>4</b>	57,947	61,880	69,946	83,772	89,865	95,844
<b>5</b>	60,231	64,341	72,720	87,141	93,608	99,990
<b>6</b>	62,511	66,801	75,493	90,515	97,358	104,131
<b>7</b>	64,793	69,254	78,268	93,885	101,106	108,271
<b>8</b>	67,070	71,713	81,041	97,251	104,853	112,415
<b>9</b>	69,352	75,182	83,813	100,616	108,605	116,561
<b>10</b>				103,984	112,351	120,703
<b>11</b>				107,542	116,205	124,806

**Housing added to grid effective January 1, 2021**

**Effective January 1, 2021 - August 31, 2021**

<b>Years of Experience Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>0</b>	54,524	57,757	64,546	75,999	80,577	84,980
<b>1</b>	56,803	60,215	67,324	79,369	84,327	89,121
<b>2</b>	59,085	62,668	70,100	82,738	88,069	93,263
<b>3</b>	61,369	65,123	72,868	86,105	91,822	97,406
<b>4</b>	63,647	67,580	75,646	89,472	95,565	101,544
<b>5</b>	65,931	70,041	78,420	92,841	99,308	105,690
<b>6</b>	68,211	72,501	81,193	96,215	103,058	109,831
<b>7</b>	70,493	74,954	83,968	99,585	106,806	113,971
<b>8</b>	72,770	77,413	86,741	102,951	110,553	118,115
<b>9</b>	75,052	80,882	89,513	106,316	114,305	122,261
<b>10</b>				109,684	118,051	126,403
<b>11</b>				113,242	121,905	130,506

#### **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 apply for 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.

4.03 The salary will be divided into twelve (12) equal payments with the first payment on the last day in September and the balance of payments on the last 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. This pay schedule shall be for the entire twelve months of the year with no June payout.

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 192 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 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.

- 4.06 Part-time teachers will not be required to work more than their regular hours for three-way conferences, or PD days. Part-time teachers who choose to work a full day will be paid at the substitute rate for the time over and above their regular hours. Part time teachers that are required to work more than their part time hours will be paid at their salary grid rate for time worked over their part time hours.
- 4.07 The Board will deduct the NWTTA Membership Fee from the teacher's monthly 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 and notice of EFT along with a report by teacher (listing name, address, phone number, employment location, full-time equivalency, gross pay and membership fee deducted) by email to finance@nwtta.nt.ca.

#### **ARTICLE 5 - ALLOWANCES**

- 5.01 Administrative allowances for principals shall be paid on the following basis: Effective the first day of the month following date of ratification by both parties, the allowance will be \$6,000 plus \$30 per full time equivalent (FTE) pupil per school year. The minimum allowance payable shall be \$8,000 per school year. The full time equivalent (FTE) pupil count for purposes of this article shall be as of the September 30 official enrolment date.
- 5.02 Commencing the school year of 2017-2018, administrative allowances for assistant principals shall be one-half ( $\frac{1}{2}$ ) of the principal's allowance. This allowance will be prorated for part-time employees.
- 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 allowance of \$1,500.00 per school year for department heads and instructional leaders so assigned on a full-time basis. 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 allowance of \$1,300.00 per school year for mentors so assigned on a full-time basis. The teacher may elect to have this allowance paid to reimburse professional development costs.
  - d) The Board agrees to pay an 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.

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. Effective January 1, 2021 this allowance will be moved to the salary grid going forward.

#### **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 ninety-two (1/192) 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 ninety-two (1/192) of the salary grade stipulated in accordance with a NWTTQS assessment beginning on day six.

#### **ARTICLE 7 - EDUCATIONAL AWARDS**

7.01 The Board will pay actual tuition costs for no more than one thousand six hundred dollars (\$1,600.00) per school year for courses satisfactorily completed. Courses must be either:

a) approved by the Superintendent; or

b) university courses.

Teachers on maternity leave or parental or adoption leave under [Article 14](#), or deferred salary leave under [Article 12](#) shall be entitled to reimbursement under [Article 7.01](#), upon their return from leave.



- 7.02 Teachers who successfully complete religion courses, as approved by the Superintendent, shall be entitled to \$1,000.00 in addition to any funds available under [Article 7.01](#).

## **ARTICLE 8 - SPECIAL BENEFITS**

- 8.01 For the school year 2016-2017, teachers, excluding newly hired Teachers who were provided with benefits in [Article 8.03](#), are provided with \$325 towards personal travel with the September pay cheque for themselves and each eligible dependent.
- a) Commencing the school year 2017-2018, the September payment will be \$350 for themselves and \$325 for each eligible dependent.
  - b) Commencing the school year 2018-2019, the September payment will be \$375 for themselves and \$325 for each eligible dependent.
  - c) Commencing the school year 2019-2020, the September payment will be \$400 for themselves and \$325 for each eligible dependent.
- 8.02 For the school year 2016-2017, teachers are provided with \$325 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](#).
- a) Commencing the school year 2017-2018, the June payment will be \$350 for themselves and \$325 for each eligible dependent.
  - b) Commencing the school year 2018-2019, the June payment will be \$375 for themselves and \$325 for each eligible dependent.
  - c) Commencing the school year 2019-2020, the June payment will be \$400 for themselves and \$325 for each eligible dependent.
- 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 on the condition that the teacher completes this move within six (6) months of the teacher's commencement of employment with the Board. If circumstances reasonably prevent the teacher from completing the move within the required six (6) months, the teacher may seek an extension of this allowable time period from the Superintendent which the Superintendent may grant at the Superintendent's reasonable discretion. 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.

- a) 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.
  - b) 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 leaving Yellowknife within one (1) year of the date of resignation, after completing a minimum of two (2) years active service (not including general leaves) 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. Receipts must be submitted within one year of last day worked.
  - 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.
- 8.05
- Teachers who leave the employment of the Board after twenty (20) years of consecutive service shall receive, in addition to the amounts under [Article 8.04 a\)](#) an additional one – time payment of \$2000 as a Long-Term Service Award.

## **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. Each month, the Board will provide every teacher with an 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 90<sup>th</sup> 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 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.
- 9.07 Sick leave is not paid out when the employee leaves the employment of Yellowknife Catholic Schools.

#### **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. On request of the teacher, a further five (5) days leave with pay will be granted consecutive to the original 5 days, with the teacher paying the cost of a substitute under [Article 6.01](#).
- 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](#). On request of the teacher, a further five (5) days leave with pay will be granted consecutive to the original 5 days, with the teacher paying the cost of a substitute under [Article 6.01](#).
- 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.

- 10.04 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's sister-in-law, brother-in-law, niece, or nephew, with the teacher paying the cost of a substitute under [Article 6.01](#).

#### **ARTICLE 11 - CRITICAL CARE LEAVE**

- 11.01 In the case of critical illness to the teacher's mother, father or adult child, 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, satisfactory to the Employer, confirming that the teacher's mother, father or adult child is suffering from a life-threatening condition.
- 11.02 a) 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, satisfactory to the Employer, confirming that the teacher's sister or brother is suffering from a life-threatening condition.
- b) 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](#), critical 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, satisfactory to the Employer, confirming that a member of the teacher's Immediate Family is suffering from a serious medical condition.
- 11.04 Critical 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 critical care leave for the same person.

## **ARTICLE 12 - DEFERRED SALARY LEAVE PLAN (DSLP)**

- 12.01 The Employer shall provide a Deferred Salary Leave Plan (DSLP) which will provide eligible employees the opportunity to take leave from the Yellowknife Catholic School Board District and to finance a one (1) year leave through a deferral of a portion of their regular salary in the years immediately prior to the leave period. When the leave period commences, the deferred portion of salary monies are repaid to the employee as an allowance as per agreement between Employee and Trustee.
- 12.02 The monies are non-taxable when being deferred but become taxable when paid to the employee.
- 12.03 Participation in the DSLP is subject to operational requirements. Superintendent must ensure that approved leave does not impair school requirements or operations. Three (3) employees of the Association will be eligible to take a deferred leave of absence in any given school year.
- 12.04 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.
- 12.05 Terms and Conditions of the Plan are laid out in the Procedures Manual. Any changes to the Terms and Conditions will be negotiated between the Employer and the Association.

## **ARTICLE 13 - GENERAL LEAVE**

- 13.01 The Board may grant up to one (1) school year leave, without salary and benefits, to any teacher who requests such leave. A written request for such leave must be submitted to the Superintendent before January 31 of the upcoming school year. In cases where the Board has agreed to grant leave for a school year, the teacher on leave must confirm in writing by February 28th of the upcoming school year of their return, their commitment and intention to return following the leave, and absence of written confirmation of this commitment to return from the teacher will be considered to be an irrevocable resignation from their employment as of the last day of the approved leave. The employer must contact the employee with a reminder on January 31.

- 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 including pension plan benefits 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 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 14 - MATERNITY/ADOPTION/PARENTAL LEAVE**

### **14.01 GENERAL PROVISIONS**

- 14.01 A teacher who has been continuously employed by the Board for at least six (6) months is entitled to maternity, adoption, or parental leave.
- 14.01.1 These leaves shall be without salary, allowances and benefits, except as otherwise indicated in this Collective Agreement.
- 14.01.2 Upon receipt of the teacher's notification of her/his desire to return to work following maternity, adoption or parental Leave, the Employer shall meet with the teacher, as early as possible, to discuss options available to the teacher when returning to work. The Employer shall reinstate the teacher to the position the teacher occupied on the day the maternity, adoption or parental leave commenced or to a comparable position. 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.
- 14.01.3 Maternity/adoption or parental leave will not interrupt any continuity of service; 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.
- 14.01.4 Failure of the teacher on maternity, adoption 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.
- 14.01.5 The parties shall discuss any subsequent changes that occur to *The Employment Standards Act* or *The Employment Insurance Act* in regards to maternity, adoption or parental leave.
- 14.01.6 In the event of any inconsistency between the maternity or parental leave provisions of this Collective Agreement and the maternity or parental leaves provisions of the *Employment Standards Act*, the latter will apply.

## 14.02 MATERNITY LEAVE

- 14.02.1 A pregnant teacher may take maternity leave of up to seventeen (17) weeks commencing at any time during the seventeen (17) weeks immediately before the estimated delivery date.
- 14.02.2 A teacher who becomes pregnant shall apply in writing for maternity not less than four (4) months before the day on which she intends to commence leave, 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.
- 14.02.3 Notwithstanding Article [14.01.1](#), a teacher who completes six (6) months of continuous employment and who provides the Employer 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. Payments equivalent to ninety-three (93%) percent of the teacher's normal rate of pay (when combined with the E.I. benefits).
- 14.02.4 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.
- 14.02.5 An applicant for benefits pursuant to [Article 14.02.3](#) and [14.02.4](#) 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, or parental leave if parental leave is taken, unless the date is changed with the Employer'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 [Articles 14.02.3](#) and [14.02.4](#), 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.



### 14.03 ADOPTION LEAVE

- 14.03.1 A teacher may take adoption leave of up to seventeen (17) weeks commencing from the time that the child is placed with the adoptive parents.
- 14.03.2 A teacher who wishes to apply for adoption shall apply in writing not less than three (3) months before the date of the child's placement with the adoptive parents unless the child's placement was not foreseeable, in which case notice shall be given at the earliest opportunity. In the application, the teacher shall give their future intention about returning to duty.
- 14.03.3 Notwithstanding [Article 14.01.1](#), a teacher who completes six (6) months of continuous employment and who provides the Employer with proof that the teacher has applied for and is eligible to receive Employment Insurance ("E.I.") benefits, shall be paid an adoption leave allowance. Such allowance shall be paid for a maximum of seventeen (17) weeks while the teacher is an E.I. claimant. Payments equivalent to ninety-three (93%) percent of the teacher's normal rate of pay (when combined with the E.I. benefits).
- 14.03.4 For approved adoption 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.
- 14.03.5 An applicant for adoption 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 Employer and the teacher; or
  - b) the teacher will return to work on the date of the expiry of the adoption leave unless the date is changed with the Employer'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 [Articles 14.02.3](#) and [14.02.4](#), 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.

#### **14.04 PARENTAL LEAVE**

- 14.04.1 In the case of natural childbirth or adoption of a child, an employee may take up to sixty-one (61) weeks of parental leave. Where both parents are employed by the Board, the aggregate amount of leave that may be taken by more than one employee under this Article in respect of the same birth or adoption shall not exceed sixty-nine (69) weeks. Parental leave may only be taken in the seventy-eight (78) weeks after the child's birth or placement with the adoptive parents, if parental leave is taken by one employee, or eighty-six (86) weeks if parental leave is taken by more than one employee.
- 14.04.2 A teacher who wishes to take parental leave shall apply in writing for such leave not less than four (4) weeks 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 parents was not foreseeable, in which case notice shall be given at the earliest opportunity.

#### **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 will 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, DENTAL, INSURANCE AND PENSION**

- 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 medical documentation from a physician expressly states that an escort is necessary. Medical referral and documentation from a physician shall be required.

For part-time employees who require non-elective medical care not available in Yellowknife, the Board will reimburse up to the most economical return airfare to Edmonton when not paid by other agencies. Medical referral and documentation from a physician shall be required.

In addition to the airfare, the employer shall provide, for full-time employees, reimbursement for meals, accommodation, ground transportation and other medical travel costs up to a maximum of two hundred and twenty five dollars (\$225) per day for each day (up to a maximum of 14 days) of approved medical travel leave. Part-time employees shall be pro-rated. For clarity, it is expressly understood and agreed that this reimbursement eligibility will apply whether the employee is the patient or the medically required escort but in no circumstances will more than one person / employee be eligible for the reimbursement, even if both the patient and the escort are both employees of the Board.

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. However, if an employee requests and if the benefit carrier permits, the Board will facilitate the employee's Health and Dental Benefit coverage continuing during a leave without pay while the employee is in receipt of disability or Workers' Safety and Compensation Commission (WSCC) benefits to a maximum of 24 months, with the cost of such continuance to be paid 100% by the employee.
- 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 one hundred percent (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 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.
- 17.07 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 dependents.

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 - VACANCIES AND TRANSFERS**

- 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. Third priority consideration would be given to teachers in term positions who have worked a minimum of 6 months during the current school year.

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, second and third 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 32.01](#) taking into account the needs of the school district and the district's affirmative action policy.

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.

18.03 The Employer agrees to post electronically, on a site accessible to employees, all vacant positions within the Bargaining Unit, as they arise.

#### **ARTICLE 19 - PROBATION, RESIGNATION AND DISMISSAL**

19.01 All positions shall be tenured, non-tenured or term as outlined in [Article 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 and completion of the district faith formation program.

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 no later than April 20 ([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 February 1.

The final written summative evaluation must be completed by April 20.

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 April 20.

In the event that a non-tenured teacher in the first year of employment receives a negative evaluation in writing by April 20, 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 five (5) 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. A summative path must be used every ten (10) years. Additional evaluations can occur at the direction of the Superintendent.
- 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.

viii. In the case of lay-off, teachers shall receive notification no later than April 30.

A teacher who is laid off shall be placed on a recall list for twenty-four (24) months. While any teacher is on the recall list, his or her seniority shall be maintained but the teacher shall not accrue seniority during this period. A teacher shall lose seniority in the following circumstances:

- a) If he/she is discharged for just cause and is not reinstated;
- b) If he/she resigns voluntarily;
- c) If he/she is on layoff for more than twenty-four (24) months; and
- d) If, following layoff, an employee fails to accept a position within seven (7) working days of receipt of notice of recall, unless on reasonable grounds the teacher is unable to do so. An accident, illness or other reason acceptable to the Employer shall be considered reasonable grounds.

Benefits while on Layoff status – Employees are not eligible to continue in the Benefit Plans during layoff. If a teacher is recalled, the teacher will maintain sick leaves under [Article 9](#) and professional development accounts under [Article 23](#) that they accrued prior to their layoff.

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 April 20. Any teacher that resigns after the resignation date forfeits any entitlement to benefits under [Article 8.04 \(a\)](#) and [\(b\)](#).

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. Any teacher that resigns after the resignation date forfeits any entitlement to benefits under [Article 8.04 \(a\)](#) and [\(b\)](#).

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 first step 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 [Article 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 eight-hundred dollars (\$800) 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 eight hundred dollars (\$800) 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 three thousand dollars (\$3,000) 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 Each school will set up its own Professional Development Selection Committee. The Committee.

Requests to use PD leave days will not be approved on scheduled Board PD days, or collaborative STIP days, except in exceptional circumstances, in the best interests of the Board, at the reasonable discretion of the Superintendent. PD leave days may be approved on STIP personal planning days.

If PD days or collaborative STIP days are scheduled next to long weekends teachers will be allowed to schedule PD on those days.

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

- 23.05 Any teacher selected by his/her school's Professional Development Selection Committee for professional development funding shall be automatically granted leave by the Board.
- 23.06 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.
- 23.07 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.
- 23.08 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 three days per year provided the third day of leave is required for travel, to be used for professional development

- b) If more than three days per year is granted by the Principal/or designate the teacher shall be required to pay from their Professional Development account the cost of a substitute teacher over and above the three days.
- c) Teachers can accumulate their Professional Development days 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 three days if granted leave.
- d) All Professional Development request leaves over four (4) days must be reviewed by the Superintendent/or designate.
- e) Teachers that are working in their last year of service can use PD funds up to April 30 of that year, but not after.

#### **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](#), [10.03](#) 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:
  - 1) 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.
  - 2) 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.
  - 3) 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 [Canadian Human Rights Act](#) and [NWT Human Rights Act](#) and other applicable legislation, subject to any defenses available at law.

### 26.03 Harassment and Violence

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

- 26.04 The Employer will forward Workers' Safety and Compensation Commission (WSCC) Claims to the Workers' Safety and Compensation Commission on behalf of

employees. The Employer will also inform the NWTTA when an employee is injured at work.

#### **ARTICLE 27 - ORIENTATION AND LIEU DAYS**

27.01 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.

27.02.1 A NWTTA member 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 192 days. Any work performed under these circumstances must be approved by the Superintendent.

27.02.2 Exceptions to this Article include but are not limited to the following:

- new staff orientation offered by the Board; and
- Association-related business.

#### **ARTICLE 28 - DISCRETIONARY LEAVE**

28.01 Each employee shall be eligible for three (3) 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 equal to the current substitute pay rate under [Article 6.01](#) for each of the first two days taken. The third discretionary leave day shall be at no cost to the employee.

28.02 Discretionary leave shall not be used to extend Christmas holidays, spring break or summer break except in exceptional circumstances.

28.03 Discretionary leave shall not be used on district professional development days as set out in [Article 23.01](#) except in exceptional circumstances.

If district professional development days or collaborative STIP days are scheduled next to a long weekend, then discretionary days may be used on those days.



## **ARTICLE 29 - FAMILY LEAVE**

- 29.01 Sick leave credit may be used by a teacher in the case of illness to spouse or dependent child of the teacher and the presence of the teacher is required. The Employment Insurance Commission regulations shall apply. The Board and the NWTTA 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.
- 29.02 In the case of illness to spouse or dependent 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), satisfactory to the employer, indicating that the family member is too ill to care for him/herself is provided to the Board.

## **ARTICLE 30 – DOMESTIC VIOLENCE LEAVE**

- 30.01 The Board shall grant Family Violence Leave to eligible teachers pursuant to the requirements/entitlements of section 30.02 of the [Employment Standards Act](#).

## **ARTICLE 31 - SCHOOL YEAR**

- 31.01 The School Year shall consist of 192 Instructional Days.

## **ARTICLE 32 - MANAGEMENT RIGHTS**

- 32.01 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.

## **ARTICLE 33 - TERMS OF COLLECTIVE AGREEMENT**

- 33.01 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.
- 33.02 This Collective Agreement is effective September 1, 2020 to August 31, 2021.

- 33.03 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.
- 33.04 This Collective Agreement is automatically continued if no written notification to the contrary is given by either party by February 15, 2021. After notification is received by either party, negotiations shall commence on or before March 31, 2021.
- 33.05 The notice referred to in [Article 33.04](#) 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.
- 33.06 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.
- 33.07 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.
- 33.08 Notwithstanding [Article 33.02](#), if the Board adopts a school year which commences prior to September 1<sup>st</sup>, this agreement shall take effect at the commencement of said school year.

#### **ARTICLE 34 – REGISTERED PENSION PLAN**

- 34.01 The Employer will maintain a defined benefit pension plan.
- 34.02 The Employer and each participating employee shall each make contributions to the plan in keeping with the formula provided by the Actuary on an annual basis.
- 34.03 The contributions shall be made in addition to the required Canada Pension Plan contributions.
- 34.04 The YCS pension committee NWTTA members will be the YCS Regional President and YCS Regional Vice-President. The NWTTA Executive Director will also be invited to the pension committee as a non-voting NWTTA advisor.

**ARTICLE 35 – DISTRICT CALENDAR COMMITTEE**

35.01 The NWTTA members of the YCS District Calendar Committee will consist of the YCS Regional President, YCS NWTTA Regional Vice-President and one NWTTA member from each school.

## 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.

**MEMORANDUM OF UNDERSTANDING**

**PENSION PLAN REVIEW**

**BETWEEN**

**BOARD OF EDUCATION FOR  
YELLOWKNIFE CATHOLIC SCHOOLS**

**And**

**NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

A pension committee consists of members of the Northwest Territories Teachers' Association (NWTTA), the Union of Northern Workers (UNW) and members of the management team of Yellowknife Catholic Schools (YCS). The NWTTA and YCS have agreed to recommend that the pension committee meet and review the current pension plan.

During the 2020/2021 school year, the pension committee will meet and develop a plan to assess the benefits and detriments of the current plan, and/or a potential switch of the pension plan to the Northern Employee Benefits Services Pension Plan (NEBS), or another comparable plan understanding that this switch, if preferred, could only be implemented with the mutual agreement of YCS, NWTTA and UNW. As part of the evaluation, the committee will ensure that recommendations do not result in increased significant costs or loss of benefits for Yellowknife Catholic Schools and Employees.

**MEMORANDUM OF UNDERSTANDING**  
**STRENGTHENING TEACHER INSTRUCTIONAL PRACTICES**  
**BETWEEN**  
**BOARD OF EDUCATION FOR**  
**YELLOWKNIFE CATHOLIC SCHOOLS**  
**And**  
**NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

A joint YCS/NWTTA committee be struck to review the application of STIP collaborative and individual practice and plan collaborative STIP activities as per the ministerial directive. The committee must include at least two teachers from each school site, in addition to any District and school administration that wish to attend.

**MEMORANDUM OF UNDERSTANDING**

**YCS/NWTTA WORKLOAD COMMITTEE**

**BETWEEN**

**BOARD OF EDUCATION FOR  
YELLOWKNIFE CATHOLIC SCHOOLS**

**And**

**NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

The NWTTA and YCS agree to a joint committee for the term of this agreement. The committee will review the following aspects of the work environment:

- a) Report card structure
- b) School Initiatives
- c) Prep time and scheduling

The committee will be comprised of central office administration as well as a minimum of two teachers and one administrator from each school.



## **MEMORANDUM OF UNDERSTANDING**

### **COVID-19 SICK LEAVE COVERAGE**

#### **BETWEEN**

#### **BOARD OF EDUCATION FOR YELLOWKNIFE CATHOLIC SCHOOLS**

**And**

#### **NORTHWEST TERRITORIES TEACHERS' ASSOCIATION**

Yellowknife Catholic Schools recognizes that COVID19 restrictions may create an increase in absence due to mandatory self-isolation. In an effort to ensure that employees are not penalized for restrictions related to the pandemic, and situations that are unique to living in the North, COVID19 sick leave has been created to cover mandatory self-isolation due to the following:

- Medical Travel Outside of the Northwest Territories
- Compassionate Leave Outside of the Northwest Territories
- COVID19 Testing Period (NTHSS Isolation Card will be requested)
- NTHSS Recommendation (NTHSS Isolation Card will be requested)
- CPHO Exposure Control Recommendations
- Public Health Contact Tracing Period

Sick leave that is not related to COVID19 mandatory self-isolation restrictions will continue to reduce an employee's personal sick leave including:

- Sick Personal
- Sick Family
- Sick days prior to positive COVID19 test results

\*\* If an employee is out on regular sick leave days and then tests positive for COVID19, all days post-COVID19 results will be automatically covered under COVID19 sick leave.

\*\* Should a person require COVID19 sick leave due to personal non-essential travel, personal sick leave banks will be used.

**ARTICLE 36 - DATE OF AGREEMENT**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**On behalf of  
Yellowknife Catholic Schools**

\_\_\_\_\_  
David Murphy  
Executive Director

\_\_\_\_\_  
Simone Gessler  
Superintendent

\_\_\_\_\_  
Amy Wilkinson  
Negotiating Committee

\_\_\_\_\_  
Chris Cahoon  
Assistant Superintendent of Business

\_\_\_\_\_  
Danielle Cuvelier  
Negotiating Committee

\_\_\_\_\_  
Erin Currie  
Chair

\_\_\_\_\_  
Loralea Wark  
Negotiating Committee

\_\_\_\_\_  
Patricia Oliver  
Negotiating Committee

\_\_\_\_\_  
Matthew Miller  
President