

COLLECTIVE AGREEMENT

BETWEEN

The Northwest Territories Teachers' Association

AND

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



EXPIRES

AUGUST 31, 2008

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ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is:

- to maintain harmonious and mutually beneficial relationships between the Employer, the members of the Bargaining Unit and the Northwest Territories Teachers' Association, and
- to state certain terms and conditions of employment on remuneration, work periods, employee benefits and general working conditions affecting members of the Bargaining Unit.

1.02 The parties want to effectively serve the citizens of the Northwest Territories by:

- improving the quality of education in the Northwest Territories,
- improving professional standards,
- producing the highest quality of instructional service,
- promoting the well-being of employees, and
- establishing within the framework provided by law, an effective working relationship at all levels of the Territorial Public Service.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For this Agreement,

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

- (5) "Bargaining Unit" means all teachers and substitute teachers employed in the Public Service.
- (6) (a) "Basic Salary" is the salary calculated after verifying training and experience according to the salary schedule in Appendix "C".
- (b) "Salary" is basic salary plus the allowances in Appendix "A".
- (7) "Continuous Employment" means uninterrupted employment in the Public Service and includes:
- (a) Prior service of a lay-off re-appointed within 12 months, or up to two years at the Employers discretion;
- (b) The prior service of an employee who ceased to be employed for any reason other than dismissal, abandonment of position or rejection on probation, provided:
- (i) the prior service was uninterrupted for a minimum of two years; and
- (ii) the period between the prior service and the return to service is less than 25 months.
- (c) Prior service of a person appointed to a position within three months of terminating employment in the Public Service of Canada for any reason other than dismissal, abandonment of position or rejection on probation.
- (8) "Daily Rate of Pay" means an employee's annual rate of pay, plus allowances as provided for in 2.01(3)(a) and (b) divided by the number of prescribed school days in the school calendar.
- (9) "Day of Rest" means a day, other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position.
- (10) "Dependant" means
- (a) The spouse of an employee who is residing with the employee.
- (b) Any child of the employee who
- (i) is attending school or is a student at some other institution, and is under 21 years, or

- (ii) is under 21 years and dependent upon the employee for support, or
 - (iii) is 21 years or older and dependent upon the employee because of mental or physical illness.
 - (c) Any other relative of the employee who is a member of the employee's household and is totally dependent upon the employee for support because of a mental or physical illness.
- (11) "Employee" means a person employed as a teacher in the Public Service excluding night school teachers and substitute teachers.
- (12) "Employer" means the Government of the Northwest Territories as represented by the Chairman of the Financial Management Board or designate.
- (13) "Fiscal Year" means the period starting April 1 and ending March 31 of the following year.
- (14) "Grievance" means a complaint in writing that an employee, group of employees, or the Association submits to management, to be processed through the grievance procedure.
- (15) "Immediate Family" means father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, **a relative who acted as an employee's guardian for at least ten years prior to the employee reaching the age of majority** and all relatives permanently residing with the employee.
- (16) "In-service" training means training initiated by the Employer.
- (17) "Lay-Off" means the termination of an employee's contract because the employee's position is eliminated or has become redundant and no comparable, alternate position for which the employee is qualified is available.
- (18) "Leave of Absence" means absence from duty with the Employer's permission.
- (19) "May" is permissive; "Shall" and "Will" are imperative.

- (20) "Membership Dues" means the annual dues established pursuant to the constitutional by-laws of the Association as the dues payable by its members as a consequence of their membership in the Association, and may include any initiation fee, insurance premium, or special levy enjoyed by members.
- (21) **"Spouse" means a person, regardless of gender, who:**
- (a) **is married to an employee, or**
 - (b) **has lived together in a conjugal relationship outside of marriage with an employee and the employee represents that person as his or her spouse.**
- (22) "Superintendent" means a Superintendent employed pursuant to Section 78 of the *Education Act*.
- (23) (a) "Teacher" is an employee who possesses a valid Northwest Territories Teaching Certificate and includes Classroom Teachers (including Technical Officers holding teaching positions), Language Specialists, Part-Time Teachers, Grade Co-ordinators, Subject Co-ordinators, Teacher Consultants, Curriculum Specialists, Assistant Principals and Principals.
- (b) "Part-Time Teacher" is a teacher who possesses a valid Northwest Territories Teaching Certificate and who is employed less than full-time but on a regularly scheduled basis for at least three months.
- (c) "Substitute Teacher" means a person employed to perform the normal duties of a teacher who is absent.
- (d) "Night School Teacher" means a person employed to teach at any time other than during the regularly scheduled school day.
- (e) "Contract Teachers" are employees hired on the basis of an individual contract to perform certain specified duties.
- (f) a "Term Teacher" means a teacher, other than a substitute or indeterminate teacher, who possesses a valid Northwest Territories Teaching Certificate and who is employed for a fixed period.
- (24) "Point of Departure" means Edmonton.

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

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

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

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

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

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

ARTICLE 3

APPLICATION

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

ARTICLE 4

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

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

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

ARTICLE 5

MANAGERIAL RESPONSIBILITY

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

ARTICLE 6

BREACH OF CONTRACT

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

ARTICLE 7

INFORMATION

- 7.01 The Employer agrees to provide to the Association in writing:
- (1) no later than 60 days after commencement of employment, the name and location of each new employee;
 - (2) by October 30th of each academic year, a statement of:
 - (i) the name and geographic location of each employee;
 - (ii) the distribution of teachers according to qualifications and experience;
 - (iii) the gross basic salary of teachers; and
 - (iv) the number of teachers receiving each allowance specified in Appendix "A" of this Agreement.
 - (3) before they are issued, from the Department of Education, Culture and Employment, and/or the Superintendent of a Divisional Education Council or their designates, copies of all Personnel Directives affecting members of the Bargaining Unit or other material that will be distributed to all members of the Bargaining Unit.

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

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

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

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

- 7.04
- (1) Not later than September 1 of the current academic year,
 - (a) the employer shall provide each school with both a hard copy and an electronic copy of the current Collective Agreement.
 - (b) upon the request of an employee, the employer shall provide the employee with a hard copy of the Collective Agreement;
 - (2) Upon request, **the Employer shall provide the employee with a statement of accumulated sick and special leave credits;**
 - (3) The Employer shall provide to each employee information regarding changes in conditions of service or other benefits not covered by this Agreement as they occur;
 - (4) Teachers shall receive a pay advice, identifying payments and deductions relating to their pay for each pay period.
 - (5) The Employer shall provide a copy of the professional development log book to each employee at the start of the academic year and thereafter upon request.

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

7.06 The Employer will provide an orientation package, which will include salary and benefit information for all new teachers.

The Employer will provide information on removal benefits under articles B2 and B3, at the time of extending an offer to a prospective new employee.

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

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

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

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

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

ARTICLE 8

LEAVE FOR ASSOCIATION PRESIDENT

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

(b) During the leave of absence, any accumulated rights and benefits which the President is entitled to under the Agreement will be maintained. No additional rights and benefits will accrue during this period.

(c) The Employer will continue to pay the President at the applicable salary in accordance with this Agreement. The Association will reimburse the Employer for the amounts paid at the intervals requested by the Employer.

- (d) The benefits of any group plans to which the President was entitled before the leave of absence will continue during the leave. The Association will reimburse the Employer for any costs involved.
- (e) Presidents will be offered their former position upon termination of a leave of absence under 8.01 (a).

Presidents who refuse their former position will be offered a comparable position.
- (f) A President who is not already at the maximum experience level will be entitled to an experience increment for each year of leave.
- (g) The President shall advise the Employer as soon as possible, when an extension is applicable due to re-election.

ARTICLE 9

TIME OFF FOR ASSOCIATION BUSINESS

- 9.01 The Employer will grant time off with pay to an employee (and/or representative) attending grievance, arbitration, or Board of Reference hearings.
- 9.02 Where operational requirements permit, the Employer will grant:
 - (i) leave with pay to four employees to attend contract negotiations for the duration of the negotiations;
 - (ii) leave with pay to a reasonable number of employees to meet with management on behalf of the Association;
 - (iii) leave with pay to four employees to attend meetings to prepare for negotiations to a maximum of five days.
 - (iv) leave without pay to a reasonable number of employees to attend Executive Council meetings, conventions of the Association, or other Association business.

ARTICLE 10**CHECK OFF**

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

ARTICLE 11**DUTIES AND RESPONSIBILITIES**

- 11.01** **Teachers** shall comply with terms as outlined in Sections 45 and 69 of the *Education Act*.
- 11.02 A teacher becomes an employee on the first scheduled day of duty and continues to be an employee until a resignation or dismissal becomes effective.

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

ARTICLE 12

CONTRACT TEACHERS

- 12.01 No one will be employed on a contract basis for teaching duties in elementary or secondary schools under the jurisdiction of the Department of Education, Culture & Employment of the Northwest Territories.
- 12.02 Notwithstanding 12.01, the Employer may employ on contract any person to instruct cultural, religious or native language programs other than those that are normally part of the regular school program.
- 12.03 Teachers may be hired to meet operational requirements such as leave replacements, in relation to programs of a fixed duration or without ongoing funding, for principal positions, or in relation to or in support of training. The Employer will not use term employees to avoid the probationary process.

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

ARTICLE 13**SPECIAL LEAVE****Credits**

- 13.01 (1) Employees earn one-half day of Special Leave credits for each calendar month for which they receive pay. An employee may have a maximum credit of 30 special leave days at any one time. As credits are used, they continue to be earned up to the maximum.
- (2) For 13.01, an employee is deemed to have received pay for at least ten days in the months included in the school calendar as summer holidays. To qualify, the employee must continue in the employment of the Employer at the start of the following academic year.
- (3) If sufficient credits are available, the Employer will grant Special Leave to employees in the following circumstances:
- (i) Up to five consecutive working days **where there is a death in the employee's** immediate family;
 - (ii) three days to attend the funeral of the employees brother-in-law or sister-in-law;
 - (iii) **three** days on the birth of an employee's child or the subsequent return of the employee's family to their place of residence **if the child is born during the academic year**; the days may be divided into parts and taken on separate days;
 - (iv) **three** days on the adoption of a child **if the child is adopted during the academic year**; **the days may be divided into parts and taken on separate days**;
 - (v) two days for a teacher's **wedding or** graduation, the wedding of the teacher's child, or the graduation of the teacher's spouse or child;
 - (vi) up to five consecutive working days if the employee is unable to report to work as a result of an illness in the immediate family where a medical certificate supporting the illness is provided.

- (4) If sufficient credits are available, the Employer may grant Special Leave to employees in the following circumstances:
- (i) If circumstances not directly attributable to the employee, including illness in the immediate family, prevent reporting for duty;
 - (ii) Serious household or domestic emergencies;
 - (iii) A general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
 - (iv) Serious community emergencies if the employee is required to help;
 - (v) To attend divorce, separation, custody or adoption proceedings before a court of law as a party to such action;
 - (vi) Under specific circumstances, to extend the bereavement leave referred to in 13.01(3)(i) above;
 - (vii) In applying 13.01(4)(i), the Superintendent of Education will grant the leave if the request is reasonable under the circumstances.
- (5) One day of special leave credits each year may be used at the employee's discretion if enough notice is given to the Supervisor, subject to:
- operational requirements;
 - the leave not being taken in conjunction with any holidays except with the approval of the Board Superintendent; and
 - **a deduction from pay equivalent to article A1.08(2).**

Advance of Credits

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

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

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

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

- 14.03 An employee is not eligible for Sick Leave with pay while on leave of absence without pay or under suspension.
- 14.04 An employee who has insufficient or no credits to cover the Sick Leave with pay, will, where circumstances warrant, be granted up to 25 days while waiting for a decision from the Workers' Compensation Board on an application for injury-on-duty leave.
- 14.05 An employee who is granted Sick Leave with pay and has injury-on-duty leave later approved for the same period, will have the Sick Leave credits reinstated.
- 14.06 An employee who goes on Sick Leave and is unable to ever return to duty, will be entitled to all previously accrued Sick Leave.

Medical Transportation Assistance

- 14.07 (1) Employees and their dependants who are required to travel from their residence in the NWT to get medical or dental treatment, will have their travelling expenses reimbursed subject to the following:
- (2) (a) Payment will not exceed return transportation to the employee's point of departure or the nearest place where adequate treatment is available, whichever results in less expense, and seven days hotel accommodation and meal costs in accordance with the rates specified in the Duty Travel Appendix of this Agreement.

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

- (b) Employees or their dependants who receive specialized treatment as outpatients, will be reimbursed for accommodation, meals and local transportation expenses based on a per diem rate in the Duty Travel Section of this Agreement. This applies for periods over seven days, but not to exceed thirty days.

- (c) The cost of overnight hotel accommodation enroute will be reimbursed if travel to the treatment centre is interrupted, due to inclement weather conditions, or to circumstances completely beyond the employee's control.
- (3) Payment will not be made unless the claim is supported by a certificate from a qualified medical practitioner stating that the treatment was non-elective, required for the health of the patient and could not be provided by facilities or services available in the community in which the employee is resident.
- (4) In addition to the expenses previously outlined in this Article, travelling expenses for another person may be approved up to those outlined in (2)(a) and (2)(c) if:
 - a qualified medical practitioner certifies that it is necessary for the patient to be accompanied by some other person; and
 - the Employer's approval is obtained.
- (5)
 - (a) If someone other than a medical attendant or person designated by Health and Social Services accompanies the patient, where applicable, it will be the spouse or the parent.
 - (b) An employee who is the escort for a member of the immediate family, may be granted Special Leave. Special Leave for this purpose will not be granted unless the request is supported by a certificate from a medical practitioner stating that the treatment was non-elective, required for the health of the patient and could not be provided by facilities or services available in the community in which the patient is resident.
 - (c) Employees who are escorts for members of their immediate family for orthodontic or elective medical escort purposes will not be granted travel time for escort duty. Leave without pay will apply.
- (6) Medical escort travel assistance for orthodontic visits will only be paid if the child is under 18 years.
- (7) Any travel assistance recovered by the employee under a group surgical or medical plan to which the Employer and the employee share the premium will be repaid to the Employer to the extent that costs for travel have been paid by the Employer under this Article.

- (8) There will be no duplication of this benefit if an employee and one or more dependants work for the Public Service.
- (9) This does not apply to an employee's dependants where this benefit is provided to the employee's dependants by another employer.
- (10) This Article does not apply to initial consultation visits for orthodontics.
- (11) A pregnant employee, required by her doctor to leave her place of residence in the Northwest Territories and to stay in another community while she awaits the delivery of her child, will be eligible for the provisions of this Article.

Travel Time

- 14.08 Except as otherwise provided in 14.07(5)(c), every employee who is travelling to a medical centre under 14.07 shall be granted special leave for actual travel time taken to travel from the employees post to point of departure and return, up to a maximum of 3 days.

ARTICLE 15

OTHER TYPES OF LEAVE

Court Leave

- 15.01 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:
- (a) to serve on a jury;
 - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses; or
 - (c) to attend a proceeding under the *Young Offenders Act (Canada)* concerning a dependent.

Injury-On-Duty Leave

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

Public Service Interviews

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

Maternity Leave

- 15.04** (a) (i) A pregnant employee must notify the Employer at least 15 weeks before the expected date of the termination of her pregnancy.
- She will, 11 weeks before the expected date of the termination of her pregnancy, be granted leave without pay for a period ending not later than 26 weeks after the date of the termination of her pregnancy.
- This is subject to 15.04(a)(ii).
- (ii) The Employer may:
- (a) upon written request from the employee, defer the start of maternity leave or terminate it earlier than 26 weeks after the date of the termination of her pregnancy;
 - (b) grant maternity leave to start before 11 weeks before the expected termination of her pregnancy;
 - (c) require a medical certificate certifying pregnancy.
- (iii) Leave granted under this Clause will be counted for the calculation of "continuous employment" for the purpose of calculating severance.
- (b)** (i) After completion of six months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, will be paid a maternity leave allowance.
- (ii)** An applicant under 15.04(b)(i) must sign an agreement that:
- (a)** she will return to work and remain **in the Employer's employ** for at least six months;
 - (b) she will return to work on the date of the expiry of her maternity leave, unless the date is changed with the Employer's consent.

- (iii) An employee who does not return to work after maternity leave must reimburse the Employer in the amount received as maternity leave allowance. An employee who returns to work for less than the period in 15.04(b)(ii)(a) will have the amount which must be reimbursed prorated, according to the number of months for which pay was received. An exception is made for the employee's death, **permanent** disability, **medical termination** or layoff.

- (c) Maternity leave allowance will be paid up to a maximum of 17 weeks. The Employer is not responsible for any consequences of an employment insurance benefit overpayment nor is it responsible for providing any additional payments in respect of maternity leave should the employee's benefits be affected by tax, employment insurance or legislative provisions. Payments are determined as follows:

 - for the first two weeks, payments equivalent to 93% of her weekly rate of pay;

 - for up to a maximum of an additional 15 weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay.
 - (i) for a full time employee, the rate of pay will be that to which she would be entitled had she been at work the day the maternity leave commenced;

 - (ii) for a part-time employee the part-time rate of pay is based on the part-time rate of pay she would be entitled to had she been at work the day maternity leave started.

 - (iii) employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

 - (iv) an employee who becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under 15.04(b)(i), will have payments adjusted accordingly.

- (d) If reasonable within operational requirements, the Employer will change the working conditions of a pregnant employee if there is a written statement from her physician that they may be detrimental to her health or that of the fetus. If it is not reasonable to change the working conditions, the employee will be granted a leave of absence without pay for the time of her pregnancy.

Parental Leave

- 15.05**
- (1) Where an employee has or will have the actual care and custody of his/her new-born child or an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, he/she shall be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
 - (2) An employee who intends to request parental leave shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn.
 - (3) Parental leave is included in the calculation of "continuous employment" for severance purposes.
 - (4) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to *Employment Insurance Act*, shall be paid a parental leave allowance.
 - (5) An applicant under Clause 15.05(4) shall sign an agreement with the Employer providing:
 - (i) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
 - (ii) that he/she will return to work on the date of the expiry of his/her parental leave unless this date is modified with the Employer's consent.

- (6) An employee who does not return to work after parental leave must reimburse the Employer in the amount received as parental leave allowance. An employee who returns to work for less than six months will have the amount which must be reimbursed prorated, according to the number of months for which pay was received. An exception is made for the employee's death, **permanent** disability, **medical termination** or lay-off.
- (7) In respect of the period of parental leave taken by an employee who has not taken maternity leave, payments made according to the parental leave allowance will be equivalent to 93% of the employee's weekly rate of pay for the first two weeks and for an additional 15 weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay.
- (8) In respect of the period of parental leave taken by an employee who has taken maternity leave, payments made according to the parental leave allowance will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of her weekly rate of pay for 17 weeks.
- (9) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (10) Parental leave utilized by a couple who are both employed by the Employer in conjunction with maternity leave shall not exceed a total of 52 (fifty-two) weeks for both employees combined.
- (11) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave combined shall not exceed a total of fifty-two (52) weeks.
- (12) Where an employee on maternity leave has applied for and been granted parental leave under this Article, she may, at her request, receive parental leave allowance immediately after the termination of maternity allowance and prior to the start of the parental leave.
- (13) When parental leave is taken by an employee couple, payments made as parental leave allowance shall not exceed a total of 17 weeks for both employees combined, and parental leave taken by an employee couple shall not exceed a total of 26 weeks for both employees combined.

- (14) The Employer is not responsible for any consequences of an employment insurance benefit overpayment, nor is it responsible for providing any additional payments in respect of parental leave should the employee's benefits be affected by tax, employment insurance, or legislative provisions.
- (15) Special leave without pay will be granted to any employee required to be in attendance at Court for adoption proceedings.

Attendance at Courses at the Request of the Employer

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

Pedagogic Leave

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

Teacher Exchange

- 15.08 (1) (a) The Employer and the Association recognize the value of education exchanges. They agree to promote and encourage education exchanges where feasible.
- (b) After completion of the exchange, the teacher will be returned to their former position.

Leave to Work for Another Employer

- (2) (a) An employee with five or more years of continuous teaching experience in the service of the Employer may be granted leave without pay to work for another Employer.

- (b) Employees granted leave under Paragraph 15.08(2)(a) will be granted travel and removal expenses to their point of departure. They will be granted return travel and removal expenses to their place of employment after the end of the leave.
- (c) An employee granted leave under Paragraph 15.08(2)(a) will return to work for the Employer for one year following the end of the leave.
- (d) Applications for benefits under Paragraph 15.08(2)(a) will be submitted no later than March 15 of the year the leave starts.
- (e) Applications received for benefits under Paragraph 15.08(2)(a) will be considered by the Professional Improvement Committee.

Examination Leave

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

Leave for Other Purposes

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

Leave - General Provisions

- 15.11 (1) The following categories of leave will be granted in accordance with this Agreement, provided the employee notifies the immediate supervisor at once that the leave is required:
- (a) sick leave (Article 14);
 - (b) bereavement leave (13.01(3));
 - (c) illness in the immediate family (13.01(4));
 - (d) leave for the birth of a child (13.01(3));
 - (e) leave for fire fighting service, and other emergency service (15.10(b));
 - (f) discretionary leave (13.01(5)).
- (2) The employee will obtain prior approval from the Superintendent of Education's office before going on any leave other than those listed in 15.11(1).
- 15.12 Except where termination of employment results from death or lay-off, any unearned leave with pay may be recovered at termination.
- 15.13 A teacher required by the Employer to report for duty for more than 195 school days will be paid a per diem rate. The rate is calculated by dividing the teacher's salary by 195 days for each full day the teacher works.
- 15.14 An employee elected to municipal or local government must make every effort to schedule duties of office outside of school hours. If this is not possible, the Employer may, where operational requirements permit, grant leave with pay. The employee must remit to the Employer any honorarium received during the leave.

ARTICLE 16

PROFESSIONAL IMPROVEMENT

- 16.01 (a) A fund consisting of 2.25% of the gross basic salary of teachers to whom this agreement applies, calculated at the start of each academic year, will be used for the professional improvement of teachers to improve the quality and relevance of education to students in the Northwest Territories.

- (b) Any money remaining in the fund, at either the Central or Regional level at the end of either the fiscal or academic year, shall not lapse but shall be retained for future use. Any money remaining in the fund is added to the money that is provided by the 2.25% formula. Surplus funds are not used to reduce the amount of money provided by the 2.25% formula.
- (c) On or before September 1st of each year, the Professional Improvement Fund will be credited with an amount equal to the final adjusted contribution for the previous school year. The Department of Education, Culture and Employment will calculate the amount in **16.01(a)** based on the number of teachers actually on strength on September 30th of the school year, and make an adjustment that will be paid into the fund by December 1st of the school year for any additional monies owed. If the amount paid into the fund on September 1st exceeds the amount based on the September 30th calculation, the Professional Improvement Fund will reimburse the difference based on an invoice submitted by the Department of Education, Culture and Employment.
- (d) **There shall be additional amounts placed in the fund for the purpose of professional improvement of language proficiency in one or more of the official Aboriginal Languages of the Northwest Territories, as follows:**

\$50,000 on or before September 1, 2005;
\$50,000 on or before September 1, 2006;
\$100,000 on or before September 1, 2007.

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

16.03 The fund shall be divided into two parts:

- (1) Up to 60% of the money in the fund will be directly administered by the Central Committee to provide such things as:
 - (a) a minimum of three leaves with allowances and a minimum of three leaves without allowances. These leaves must be granted providing there are sufficient qualified applicants for such leaves;
 - (b) funding to support the publication of journals;

- (c) extra ordinary funding to meet regional needs;
 - (d) any other matter that in the Committee's opinion furthers the objects of the fund.
- (2) The balance of the money in the fund shall be allocated to the regions on the following basis:
1.
$$\frac{\text{Balance in fund}}{\text{Total \# of Teachers}} = \$X \text{ per teacher}$$
 2. Zone 1 receives $(\frac{1}{2}X) \times (\# \text{ of teachers})$
 3. Zone 2 receives $(\$X) \times (\# \text{ of teachers})$

Note:

Zone 1 consists of: South Slave Divisional Education Council
Commission Scolaire Francophone de Division

Zone 2 consists of: Beaufort Delta Divisional Education Council
Sahtu Divisional Education Council
Deh Cho Divisional Education Council
Dogrib Community Services Board

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

16.04 In each **Education** Division there shall be a four person committee operating by consensus in a progressive and collegial manner, consisting of two appointees of the Superintendent and two appointees of the NWTTA Regional Executive. This Committee shall distribute money received from the central fund and coordinate and approve professional improvement activities. Where the Committee has approved an Application for professional improvement, the Employer shall not unreasonably withhold approval for leave. In the event of an impasse, the issue in dispute may be referred, by any two appointees, to an appeal committee comprised of an Assistant Deputy Minister of Education, Culture & Employment or designate and a representative of the Association who shall decide the matter within 14 calendar days of such referral.

16.05 Without restricting the generality of the term Professional Improvement, such improvement shall be determined by the teachers and may include workshops, seminars and/or conferences on a community, area, regional or territorial basis in curriculum, disciplines and specialties being taught in the schools of the Northwest Territories for the purpose of improving teachers' professional

insights, knowledge and teaching skills. Such activities may be held in or out of the Northwest Territories. The teachers in each Region, through their Regional Executive shall decide on the conference venue, dates and format. Where the Committee has approved an application for professional improvement, the Employer will not unreasonably withhold approval for leave.

16.06 Notwithstanding **16.09** teachers who attend Professional Improvement workshops, conferences or seminars outside of the Northwest Territories shall receive out of the fund, reimbursement for expenses incurred. The Regional Committee has the discretionary capacity to apply the Duty Travel Regulations to the extent that teachers may receive, in addition to the reimbursement for travel to the Regional Headquarters, the following reimbursement for travel beyond the **teacher's** Regional headquarters:

- (a) in Zone 1 - less but not more than \$1,000.
- (b) in Zone 2 - less but not more than \$1,200.

16.07 (1) Applications for educational leave or assistance shall be made to the Central Committee which shall approve the maximum number of applications subject to operational requirements and the best interests of education in the Northwest Territories. Applications shall specify the length and nature of the leave or assistance requested and outline the intentions and goals of the teacher making the application.

(2) (a) Applications for leave with or without allowances shall be submitted no later than March 1st of the year in which the leave will start or the assistance be used.

(b) Applications for assistance during the summer vacation period shall be submitted no later than May 15 of the year in which leave will commence or assistance be used.

(c) Applications for any other types of assistance shall be made at least 60 days before it is needed.

(3) The Committee shall inform each applicant of its decision prior to March 31st of the year in which leave would commence or assistance be required.

(4) Where the Committee has approved an application for professional improvement, the Employer shall not unreasonably withhold approval for leave.

16.08 Student Success Initiatives

- (1) A fund consisting of .75% of the gross basic salary of teachers to whom this agreement applies, calculated at the start of the academic year, will be used for professional development that supports student success initiatives.**
- (2) The membership of the Student Success Professional Development Selection Committee will consist of four voting members, two representatives from the Department of Education, Culture and Employment, and two representatives of the Association, and will function as a part of the Student Success Selection Committee.**
- (3) The Student Success Professional Development Selection Committee will be responsible for making decisions with regard to the allocation of professional development funding for student success initiatives.**
- (4) The professional development funding will be available to allocate to student success initiatives submitted from each Divisional Education Council on the basis of the total teachers' salaries per Education Division.**
- (5) The professional development funding must be allocated to professional development that supports student success initiatives.**
- (6) Funds not expended for these purposes must be carried over to the next fiscal year.**
- (7) The fund will be administered through the Association's office. Travel expenses for the representatives to meet will be paid from the fund.**
- (8) In August of each year the Association and the Department of Education, Culture and Employment will confirm the membership of the Student Success Professional Development Selection Committee.**

16.09 (1) Leave with Allowances

- (a) A teacher with four or more continuous years of teaching experience with the Government of the Northwest Territories may be granted leave for professional purposes for varying periods of up to one year to attend a recognized institution for additional education and training.
- (b) The following entitlement shall be granted to an employee receiving leave under Article **16.09(1)(a)**:
 - (i) an allowance, in lieu of salary, of 60% of salary or 60% of the category V maximum, whichever is the lesser.
 - (ii) where leave granted is for a full academic year, the employee shall receive travelling and removal expenses from the place of employment to the location of the educational institute and return travelling and removal expenses to the place of employment as approved by the Central Committee.
 - (iii) where leave granted is for other than a full academic year, the employee shall receive removal and travelling expenses from the place of employment to the point of departure and return removal and travel expenses from the point of departure to the place of employment as approved by the Central Committee.
 - (iv) a guarantee to be returned to the former position or such other mutually agreed upon position or in a subject and/or grade level in which the employee is competent at the basic salary not less than that received before leave was taken.
 - (v) credit for one years teaching experience for salary purposes provided that the teacher will not receive as a result of the studies a qualification increment to a higher salary category and that the teacher is not already at the maximum experience level.

- (vi) tuition and lab fees, but not books, course materials or student fees as follows:
 - up to \$10,000 (Cdn) where the course is in Canada; and
 - up to \$5,000 (Cdn) where the course is outside of Canada.
- (c) A teacher granted leave under Article **16.09(1)(a)** who:
- (i) fails to successfully complete the course; or
 - (ii) does not resume employment with the bargaining unit; or
 - (iii) ceases to be employed before termination of the period that was undertaken to serve after completion of the course;

shall repay the fund all allowances paid to during the leave or such lesser sums as determined by the Central Committee.

(2) Leave Without Pay or Allowances

- (a) (i) A teacher may be granted Leave Without Pay or Allowances to take courses equivalent to not less than a full academic year (normally of not less than seven months duration);
 - (ii) A teacher may be granted leave without pay for any other purpose accepted by the Committee.
- (b) the following entitlement shall be granted to a teacher receiving leave under Article **16.09(2)(a)**:
- (i) removal and travelling expenses to the point of departure and return removal and travelling expenses to the place of employment;
 - (ii) credit for one years teaching experience for salary purposes provided that the teacher will not receive as a result of the studies a qualification increment to a higher salary category and that the teacher is not already at the maximum experience level;
 - (iii) tuition and lab fees, but not books, course materials or student fees in full or in part, as approved by the Central Committee;

- (iv) a guarantee of a position for which the teacher is qualified.
- (c) Leave Without Pay or Allowances may be granted for periods shorter than those specified in Article **16.09(2)(a)**, however, the entitlement specified for leave described under **16.09(2)(a)** shall not be applicable.

(3) Short Term Assistance

- (a) A teacher may be granted assistance to attend a university, a northern institute as approved by the Professional Improvement Committee or professional course held during the regular vacation period or, when operational requirements permit, held during the academic year.
- (b) Each teacher who is granted assistance under **16.09(3)(a)** shall be eligible to receive the following subsidies conditional upon successful completion of the course:
 - (i) course and lab fees but not books or course materials or student union fees;
 - (ii) a per diem allowance of \$25 from the date of course commencement only until the final date of the course up to and including the date of the final examination;
 - (iii) transportation from the point of departure to the place where the course is given and return to the point of departure;
 - (iv) the total amount of subsidy for any recipient shall not exceed \$2,000;
 - (v) teachers receiving benefits under Article **16.09(3)** will not be entitled to extra duty pay.

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

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

ARTICLE 17**SEVERANCE PAY****Lay-off**

- 17.01 An employee who is laid off after one year or more of continuous employment is entitled to Severance Pay at the time of lay-off.
- 17.02 The severance pay for an employee laid off for the first time following the signing of this Agreement is:
- Ten days pay for the first, and four days pay for each succeeding, complete year of continuous employment.
 - Subtracted from this will be any period for which the employee was granted severance pay, retiring leave or a cash gratuity in lieu by the Employer.
 - The total amount of severance pay which may be paid under this Clause will not exceed 140 days pay.
- 17.03 The severance pay for an employee laid off for a second or subsequent time after the signing of this Agreement, will be:
- Four days pay for each completed year of continuous employment.
 - Subtracted from this will be any period for which the employee was granted severance pay, retiring leave or a cash gratuity in lieu by the Employer.
 - The total amount of Severance Pay which may be paid under this Clause will not exceed 135 days pay.

Termination

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

ARTICLE 18**RESIGNATION AND PROBATION****Hiring, Probation and Termination****Hiring**

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

Probation

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

Dismissal

- 18.07 The contract of employment of a teacher on probation may be terminated by:
- mutual consent;
 - dismissal for cause or incompetence; or
 - at the end of an academic year by notice in writing. The notice must be delivered by registered mail to the teacher at least 60 calendar days before the end of the closing day of the school in which the teacher is employed.
- 18.08 The Employer will not terminate the contract of employment of teachers who have successfully completed their probationary period, except by mutual consent or for cause or incompetence.
- 18.09 No teacher will be dismissed, demoted or suspended for disciplinary reasons without just cause. The grounds for the disciplinary action must be given in writing when notified by the Employer.

Lay-Offs

- 18.10 Where it is determined by a board that a lay-off is necessary within its jurisdiction and where natural attrition, transfers and leaves of absences do not effect the necessary reductions in staff, in recognition of the value of teachers with long service, the board shall give fair consideration to retaining qualified teachers having the greatest continuous employment with the Employer. For purposes of applying this article a qualified teacher is one possessing the necessary academic qualifications, training and experience for a specific teaching position.
- 18.11 No teacher will be laid off until the Employer has determined that the teacher cannot be accommodated elsewhere in the Bargaining Unit.
- 18.12 A lay-off will be effective only at the end of the academic year.
- 18.13 (a) In the event of an impending lay-off representatives of the board shall contact the regional president of the Association, or his/her designate, to discuss the implications of the lay-off, and shall provide the regional president and the central office of the Association with a list of teachers who have received notice of lay-off in writing.
- (b) A teacher who is laid off will be notified in writing as soon as possible, and in any event not later than 45 calendar days prior to the last day of the academic year. A copy of article **18** shall accompany the written notification.

- (c) Teachers given lay-off notice will have priority in all vacant teaching positions for which they are qualified during the notice period, as follows:
- within the teacher's school/community,
 - within the teachers' board;
 - within other boards.
- (d) The lay-off of a teacher who is notified after the time period specified in **18.13(b)** will not be effective until the end of the subsequent academic year.
- 18.14** (a) A comparable vacancy which occurs within the following year, will be offered to any teacher who has been laid off and is still unemployed. The teacher must be qualified for the position. It is the responsibility of the laid off teacher to become aware of a vacant position and to submit an application for it.
- (b) In recognition of the value of teachers with long service, the board shall give fair consideration to redeploying qualified laid off teachers having the greatest continuous employment with the Employer.
- 18.15** (a) Where there are indeterminate, probationary and term teachers in similar positions, every reasonable effort will be made to terminate the term and probationary teachers to avoid lay-offs.
- (b) Any indeterminate teacher who relocates to another GNWT teaching position under this article is deemed to be moving at the Employer's request.

Resignation

- 18.16** (a) A teacher who wishes to resign effective the last day of the academic year shall provide written notice of this intent no later than sixty (60) calendar days before the last day of the academic year.
- (b) A teacher who resigns after the dates in **18.16(a)** will not be entitled to removal expenses unless the resignation is accepted without prejudice.

- (c) A teacher who provides notice of resignation earlier than required in Article 18.16 (a) will be entitled to be paid a bonus as follows:
- (i) A teacher who remains on active duty until the end of the academic year, or who is on Employer approved leave at the end of the academic year, and who provides written notice of resignation no later than 90 calendar days before the last day of the academic year shall be paid an early notice bonus of \$300.00.
 - (ii) A teacher who remains on active duty until the end of the academic year, or who is on Employer approved leave at the end of the academic year, and who provides written notice of resignation no later than 120 calendar days before the last day of the academic year shall be paid an early notice bonus of \$500.00.

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

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

ARTICLE 19

CONTINUING BENEFITS OF THE RETURNING EMPLOYEE

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

ARTICLE 20

GRIEVANCE AND ARBITRATION PROCEDURES

Definition of Grievance

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

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

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

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

The Final Resolution of Grievance

20.02 Grievances arising out of the circumstances described in **20.01** which are not resolved during the grievance procedure described in **20.05**, may be finally resolved as follows:

- (a) Grievances concerning **20.01(a)**, or **20.01(c)** or **20.01(d)** will be finally resolved by reference to arbitration in accordance with the procedure in **20.05**;
- (b) Grievances concerning **20.01(b)** will be finally resolved by reference to the Chairman of the Financial Management Board;

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

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

Employees may present their grievances personally or through a representative of the Association.

Notwithstanding the provisions of Article 2.01(11), a substitute teacher has access to the grievance procedure.

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

Grievance Procedure

20.05 The grievance procedure will consist of the following steps:

Step 1

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

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

Step 2

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

The Superintendent of Education will provide to the grievor and the Association a written decision, with reasons, concerning the grievance within ten working days of the meeting or 20 working days following receipt of the written grievance.

The grievance must include a statement of the following:

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

Step 3

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

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

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

Arbitration

- 20.06 If a grievance has been presented at third level and is not resolved it may be referred to arbitration, if final level of the grievance is to arbitration.
- 20.07 The time limits for completion of each stage of the grievance and arbitration procedure may be extended by mutual agreement of the Association and the Employer or the employee and the Employer if the Grievor is an individual employee.
- 20.08
 - (1) The Arbitrator has all of the powers granted to Arbitrators under Section 12 (1) (a) of the *Arbitration Act* in addition to any powers in this Agreement.
 - (2) The Arbitrator will hear and determine the grievance and will issue a decision. The decision is final and binding upon the parties and upon any employee affected by it.
 - (3) The Arbitrator will sign the award. Copies will be given to the parties to the dispute.

20.09 The Arbitrator does not have the authority to:

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

The Arbitrator has the authority to determine whether any matter is arbitrable.

20.10 The Employer and the Association will each pay one-half of the remuneration and expenses of the Arbitrator. Each party will pay its own expenses.

20.11 An Arbitrator may determine that an employee has been dismissed, demoted or suspended contrary to Article **18.09**, and may direct the Employer to reinstate the employee without any loss of salary and benefits.

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

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

20.12 As an alternative to the formal arbitration process set out in **20.06** to **20.11**, by mutual agreement of the parties a grievance may be referred to someone who will hear the grievance and at the conclusion of the hearing, give a written order without reasons.

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

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

ARTICLE 21

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 21.01 When as a result of a formal review, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given a copy of the formal review report.
- 21.02 The Employer will not introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, unless the employee has received a copy of the document at the time of filing or within a reasonable period.
- 21.03 Employees may have access to their personnel file at their Regional Headquarters at times convenient to the Employer and in the presence of an authorized representative of the Employer.
- 21.04 Upon presentation of a written request from the employee, an accredited representative of the Association may be supplied with information and copies of documents from the employee's personnel file. The employee must have specifically identified what information and documents are to be made available to the representative.
- There will only be two official personnel files, one located in the Regional Financial Management Board Office and the other located in the Divisional Education Council Office.
- 21.05 An employee's personnel file will be cleared of all adverse comments, reports or correspondence if the employee has been continuously employed for four years from the date of the last adverse comment, report or correspondence.
- 21.06 Employees may place documents on their Personnel file with the approval of their supervisor.

ARTICLE 22

RESPONSIBILITIES FOR SAFE WORKING ENVIRONMENT

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

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

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

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

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

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

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

- (3) Harassment includes any conduct, gesture or contact that is likely to cause offense or humiliation. It also includes perception, on reasonable grounds, of placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

22.04 (1) The Employer and the Association recognize that every employee has a right to freedom from assault in the workplace. Assault means physical assault, verbal assault or threatened assault.

- (2) When a teacher has suffered an assault, the Principal will immediately investigate the situation in accordance with the steps outlined in the *Education Act*, *Safety Act* and any other relevant jurisdictional policies and regulations.

- (3) The Principal will keep the school Association representative informed of ongoing developments for each situation under investigation.

ARTICLE 23

CONTRAVENTION OF THE *PUBLIC SERVICE ACT*

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

ARTICLE 24

EXTRANEOUS DUTIES AND OUTSIDE EMPLOYMENT

- 24.01 The Employer and the Association recognize the undesirability of requiring teachers to perform functions other than those exclusively educational.
- 24.02 (1) The Employer and the Association recognize that some forms of **business**, outside employment **and activities** are a conflict of interest with the teacher's normal duties and as such are undesirable.
- (2) (a) A **teacher** who wishes to carry on business or engage in **outside** employment **or activities** will notify the Employer in writing of the business, **outside** employment **or activity**.
- (b) Teachers wishing to carry on business or engage in **outside** employment **or activities** are advised to consult the Regulations pursuant to the *Public Service Act* and the **Code of Conduct Respecting Conflict of Interest and Oath of Office and Secrecy**.

ARTICLE 25

PRINCIPAL'S SCHOOL ADMINISTRATION TIME

- 25.01 The Employer undertakes to ensure that Principals are allowed adequate time free of teaching duties to perform their administrative duties.
- 25.02 Principals will accept the professional responsibility of having their schools operational on the first day of each school term, semester or other division of the academic year, provided the necessary staff and facilities have been allocated.

- 25.03 Principals, as part of their duties, are required to discuss with the Superintendent of Education the effectiveness of education program delivery in their schools. This includes an analysis of the strengths and weaknesses of professional staff and the content, practices and procedures that relate to the education program of the school.

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

ARTICLE 26

EVALUATION

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

ARTICLE 27

JOINT CONSULTATION

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

ARTICLE 28**PROCEDURE FOR COMMENCEMENT OF NEGOTIATIONS**

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

ARTICLE 29**DURATION AND RENEWAL**

- 29.01 This Agreement shall come into effect on the first day of September **2005** except for those Articles or Clauses that are shown as coming into effect **on another date**.
- 29.02 This Agreement will remain in effect until the 31st day of August, **2008**.
- 29.03 Notwithstanding **29.01**, teachers whose academic year starts in the two-month period immediately before September 1, **2005**, will be subject to the terms and conditions of this Agreement from the start of the academic year.
- 29.04 Notwithstanding **29.02**, this Agreement may be amended by mutual consent.
- 29.05 Notwithstanding the preceding, the provisions of this Agreement, shall remain in effect during the negotiations for its renewal.

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

- A1.01 Teachers are paid an annual salary based on the academic year in accordance with verified qualifications and teaching experience.
- A1.02 Annual salary is calculated on the basis of a teacher working 195 days over a ten month period.
- The 195 days include:
- a) five Professional Improvement days;
 - b) up to 2.5 days which the Superintendent may designate for Administrative days, In-service Training, or Parent-Teacher days.
- The number of sessional days, Professional Improvement Days, Administrative days and In-service Training days may not exceed 195.
- A1.03** Teachers are paid in accordance with the Employer's bi-weekly pay system.
- A1.04 Where pay advices are distributed to employees at their place of work, they shall first have been placed in envelopes and sealed.
- Pay will be deposited to the credit of the employee with the financial institution of his/her choice in Canada.
- A1.05 A part-time teacher will be paid in accordance with verified qualifications and teaching experience as shown in Appendix "C". The amount will be pro-rated according to time actually spent on duty.
- A1.06 A teacher who does not have the minimum qualifications specified for Category 1 of the salary schedule will be paid at the minimum rate of **Category A**.
- A1.07 No employee will lose salary because of an appointment to a position in a community where a revised academic year is in effect.

- A1.08 (1) Substitute teachers will be paid at the daily rate of:
- **\$188.50 effective September 1, 2005,**
 - **\$194.16 effective September 1, 2006, and**
 - **\$200.00 effective September 1, 2007.**
- (2) A person who holds no teaching qualifications who is hired to perform the duties of a substitute teacher will be paid the daily rate of:
- **\$141.11 effective September 1, 2005,**
 - **\$145.34 effective September 1, 2006, and**
 - **\$149.70 effective September 1, 2007.**
- (3) **A substitute teacher who meets the requirements of the Language Allowance in A4.04(2) will also be paid the daily rate of 1/195 of the amount in A4.04(1).**
- (4) Substitute teachers assigned to the duties of a teacher for a period of over five consecutive teaching days will be paid a salary in accordance with their qualifications for teaching experience.
- The amount is specified in the Articles of this Agreement relating to qualifications and salary.
- This is retroactive to the first day of assignment of the duties.
- A1.09 (1) If retroactive deductions are necessary, no continuing employee will have over 10% of gross earnings deducted per pay period.
- (2) Where deductions for salary recoveries are required, the employee will be provided with a written explanation of the deductions one pay period prior to the pay period in which the recoveries are initiated.
- (3) Teachers who do not receive a pay cheque on their normal pay day, will receive a salary advance equal to their regular net pay in lieu of the pay cheque. The salary advance will be received on the teachers normal pay day.
- A1.10 New teachers and transferring employees who report for an orientation conducted by the Employer before the start of the academic year will be paid 1/195th of their placement on the salary grid for each day of the orientation they attend.

ARTICLE A2**QUALIFICATIONS****A2.01 (1) Category A****Teachers with less than one year teacher education.**(2) Category 1

One year of teacher education.

(3) Category 2

Two years of teacher education.

(4) Category 3

Three years of teacher education.

(5) Category 4

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

(6) Category 5

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

(7) Category 6

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

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

A2.02 For A2.01, "teacher education" refers to years of training leading to the granting of a recognized teaching certificate.

A2.03 Before appointment to the teaching staff of the Government of the Northwest Territories, the teacher submits proof of qualifications, for certification purposes, to the hiring Divisional Education Council. Appeals of placement on the salary grid will be decided by the Northwest Territories Teachers Qualification Service.

A2.04 A teacher employed for 15 or more consecutive days will be placed at the proper place on the salary schedule retroactive to the date the duties started.

The allowance provided for in A.4, is also retroactive to date the duties started. The teacher is responsible for providing verification of qualifications and teaching experience.

- A2.05
- (1) The Deputy Minister of Education, Culture & Employment or designate will evaluate a teachers qualifications for salary purposes.
 - (2) If a teacher disagrees with the salary placement, the Northwest Territories Teacher Qualification Service is used to determine placement.
 - (3) A teacher who has acquired additional education and is requesting a re-evaluation, is responsible for notifying the Divisional Education Council in writing with appropriate documentation.
 - (4) The Divisional Education Council advises the Financial Management Board Secretariat and the teacher of the placement. The Secretariat takes appropriate pay action.
 - (5) The effective date of any adjustment to salaries for increased teacher education is the date the Divisional Education Council receives the notice referred to in A2.05(3).

A2.06 Original documents or official validated copies are necessary as proof of qualifications.

A2.07 Teachers being paid at Categories 4, 5 or 6 when this Agreement is implemented will continue to be paid within their appropriate pay level until their academic qualifications meet the requirements of a higher Category.

A2.08 The requirement for a degree in Categories 4 and 5 do not apply to teachers of a vocational program who are granted credit for a journeyman's standing by an accredited Canadian teachers training institution and who hold a valid vocational teaching certificate.

A2.09 The Employer shall conduct criminal record checks upon hire, and as part of the certification and recertification process for every teacher; and may conduct criminal record checks at other times, depending upon the circumstances.

ARTICLE A3**EXPERIENCE INCREMENTS**

- A3.01 A teacher is granted one Experience Increment for each year of teaching experience in Canada or comparable experience elsewhere.
- (1) A year of teaching experience consists of:
 - (a) any combination of teaching experience totalling 195 sessional days; or
 - (b) a minimum of 150 teaching days in a single academic year; or
 - (c) an accumulation, subject to A3.03, of pro-rated part-time days which total to the equivalent of 195 full days; or
 - (d) a year of teaching experience as certified by a previous employer.
 - (2) A teacher may not claim more than one Experience Increment on the basis of A3.01(1)(b).
 - (3) A teacher is entitled to an Experience Increment earned under A3.01(1)(a) as soon as it is earned, provided it has not already been claimed in A3.01(1)(b).
- A3.02 Before appointment to the teaching staff of the Government of the Northwest Territories, the teacher submits proof of previous teaching experience to the hiring Divisional Education Council and the Registrar appointed under Section 49 of the *Education Act*.
- A3.03 Teaching experience is experience of at least 15 consecutive teaching days as a teacher, contract teacher or substitute teacher.
- A3.04 A teacher who is on loan to another agency for teaching duties will be given experience credit equal to the period of each stay for the purpose of calculating annual increments.
- A3.05 A teacher will not be granted more than one Experience Increment for credit granted for educational leave.
- A3.06** (1) Teachers in the following positions are granted Experience Increments for service directly related to the subject area in which the teacher is employed:

- (a) Industrial Arts - experience gained as a Journeyman in a trade directly related to the teaching assignment;
- (b) Home Economics - experience gained as a working home economist specializing in home management, food and nutrition, or fashions;
- (c) Library - experience gained as a librarian in a public library of a comparable position will be evaluated by the Employer. If the experience is considered appropriate to the teaching situation, the Librarian is granted appropriate experience increments.
- (d) High school courses – experience gained in a college or a university setting delivering high school course materials; or as an instructor in a Teacher Education Program.

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

- (2) Each year of related experience, attained after qualification of Journeyman, Home Economist or Librarian, is regarded as a year teaching experience up to a maximum of five years Experience Increments.
- (3) Notwithstanding A3.06(2), Vocational Teachers employed in Vocational Programs are granted experience increments in addition to those provided by A3.06(1) and A3.06(2).

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

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

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

A3.08 A teacher who does not have a university degree and who completes university courses leading to a complete year of university training as of the date of ratification of this Agreement will receive a pro-rata allowance for the portion of the years work which has been completed.

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

ARTICLE A4

ALLOWANCES

Principal's Allowance

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

Basic amount + a per student amount = principal's allowance (minimum \$10,000; maximum \$20,000).

The basic amount is \$5,000.

The per student amount is \$25.

The number of full-time equivalent students registered in the school on September 30th of the previous school year will be the number of students used to calculate this allowance.

Assistant Principal's Allowance

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

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

Grade and Subject Co-ordinator's Allowance

- A4.03** Grade Co-ordinators and Subject Co-ordinators appointed by the **Superintendent** receive an annual Allowance for supervisory responsibilities of \$1,658.

Language Allowance

- A4.04 (1)** Teachers who demonstrate proficiency in and who use in activities related to their teaching, one or more of the aboriginal languages of the Northwest Territories and appointed by the **Superintendent** receive an **annual** allowance of **\$5000**.

(2) A teacher who is proficient in the use of one or more of the aboriginal languages of the Northwest Territories will receive the Language Allowance when using the skill in any or all of the following areas:

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

These points are not all inclusive.

Teacher Consultant's Allowance

A4.05 In addition to salary and other allowances, **Teacher Consultants will receive an allowance of \$4,008.**

Acting Duties Allowance

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

Limitation

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

Direction of Student Teacher Allowance

A4.08 Teachers are paid \$125 a week for each student teacher under their direction. This allowance shall not be increased during the life of the agreement.

Mentoring Allowance

A4.09 Upon the recommendation of the principal and the approval of the **Superintendent** an annual allowance of \$1,000 will be paid to a teacher who is formally mentoring another individual in an approved mentoring program. This allowance shall not be increased during the lifetime of this agreement. This allowance is not available to principals or assistant principals.

Professional Allowance

A4.10 A professional allowance of \$750 per year is payable to teachers at the end of the school year.

ARTICLE B1

NORTHERN ALLOWANCE

- B1.01 (1)** A Northern Allowance will be paid to every employee, based upon the community in which they are employed, in accordance with this Article.
- (i)** The annual rate of Northern Allowance is set out in schedule **B1.02** and is calculated on the basis of a teacher working 195 days over a ten month period. Teachers will be paid the allowance in accordance with the Employer's pay system.
- (ii)** The Allowance for part-time teachers, substitute teachers and teachers who do not work a complete academic year will be pro-rated.
- B1.01 (2) (a)** **The Association and the Employer agree that the methodology used to calculate the Northern Allowance shall form part of the Collective Agreement.**
- (b)** **The annual rates effective September 1, 2006, and September 1, 2007 for each community will be updated in accordance with the methodology.**

B1.02 Northern Allowance

Effective September 1, 2005

Community	<u>Annual Rate</u>	Community	<u>Annual Rate</u>
Aklavik	10,211	Kakisa	5,099
Colville Lake	17,103	Lutselk'e	7,023
Deline	10,303	Nahanni Butte	7,114
Edzo	3,426	Norman Wells	9,330
Fort Good Hope	9,521	Paulatuk	13,512
Fort Liard	4,336	Rae Lakes	7,127
Fort McPherson	8,726	Rae	3,426
Fort Providence	4,902	Sachs Harbour	14,279
Fort Resolution	5,729	Trout Lake	6,858
Fort Simpson	5,710	Tsiigehtchic	8,834
Fort Smith	3,277	Tuktoyaktuk	10,941
Hay River	2,926	Tulita	10,141
Hay River Reserve	3,405	Wekweti	7,183
Holman	13,653	Wha Ti	6,812
Inuvik	8,112	Wrigley	7,869
Jean Marie River	6,855	Yellowknife	1,862

ARTICLE B2

ULTIMATE REMOVAL ASSISTANCE

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

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

- (i) Entitlement

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

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

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

(ii) Maximum Reimbursement

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

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

- OR -

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

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

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

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

Approved Costs

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

(i) In landlord furnished accommodation: household effects;

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

Not in landlord furnished accommodation: household effects;

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

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

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

Travel expenses that an employee may claim are:

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

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

Application

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

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

These employees are entitled to Ultimate Removal Assistance as follows:

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

Limitations

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

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

Procedures

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

ARTICLE B3**RELOCATION EXPENSES ON INITIAL
APPOINTMENT AND SUBSEQUENT MOVES AS AN EMPLOYEE**

- B3.01 (1) This article applies to
- (a) indeterminate employees; and
 - (b) principals who are hired for a term of at least 2 years.
- (2) The Employer will reimburse employees for reasonable expenses incurred in moving their dependants to their first place of duty on appointment to the Public Service and to subsequent places of duty.

Entitlement

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

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

- B3.03 The following travelling expenses are allowed:

- (a) transportation by:
 - (i) the most economical airfare (e.g. family plan);
 - (ii) privately owned car (refer to Duty Travel Article B5).
- (b) the actual cost of meals and incidental expenses up to a maximum of \$15 a day for the employee and each dependant six years and over. The limit is \$10 a day for each dependant under six years.
 - (i) at the start of the journey for a maximum of three days;
 - (ii) enroute for the time required to make the direct journey. Employees travelling by car will be allowed lodging and meal cost of not more than one day for each 644 km. of the trip.

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

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

- (iii) at destination while waiting for furniture or accommodation for up to 21 days if dependants are with the employee; or up to ten days if dependants are not with the employee;
- (iv) for interim lodging and meals at the start of the journey of more than three days and at destination of more than 21 days or ten days, as applicable, in reduced amounts of \$7.50 for each adult and \$5 for each child under six.

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

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

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

Each piece of baggage is limited to 32 kg.

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

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

- (a) Where the location is serviced by an all-weather road or rail line, the movement of household effects not exceeding:
 - (i) employees without dependants residing with them, 3,175 kg.
 - (ii) employees with one dependant residing with them, 4082 kg.
 - (iii) employees with two dependants residing with them, 4,990 kg.
 - (iv) employees with three dependants residing with them, 5,897 kg.

- (v) employees with four or more dependants residing with them, 6,804 kg.
- (b) Where the location is not serviced by an all-weather road or rail line, the movement of household effects not exceeding:
 - (i) employees without dependants residing with them, 907 kg.
 - (ii) employees with one dependant residing with them, 1,361 kg.
 - (iii) employees with two dependants residing with them, 1,588 kg.
 - (iv) employees with three or more dependants residing with them, 1,814 kg.

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

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

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

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

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

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

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

Real Estate Costs

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

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

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

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

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

Costs of Breaking Leases

- B3.06 Employees, on initial appointment and on subsequent moves, are entitled to be reimbursed for the cost of fulfilling the terms of the employee's tenancy at the former place of duty. This is limited to three months.

Limitations

- B3.07 The following limitations apply:
- (a) in no cases will a move be made without the prior approval of the Employer;

- (b) reimbursement is limited to costs which would have been incurred if the move had been carried out in the most practical and economical manner;
- (c) entitlement for lodgings in a private home are limited to \$11 daily for the employee and \$3 daily for each dependant;
- (d) an employee with an established residence at the place of duty at the time of appointment (other than one that must be vacated because it was owned by the previous employer) is not entitled to the benefits in this Article;
- (e) travel advances will not exceed the estimated amount of the employee's entitlement under this Article;
- (f) the balance of unused total weight allowance for removal of household effects cannot be claimed at a later date, unless transportation problems preclude transporting the total weight allowance in one shipment;
- (g) only one entitlement will be paid per family unit.

Procedure

B3.08 The Employer will:

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

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

- (a) a completed Travel Authorization and Expense Claim, attaching supporting receipts;

- (b) where reimbursement of incidental expenses is claimed under B3.04(g), the following completed certificate:

"Certifies that I have incurred expenses incidental to this move and not otherwise claimable in the amount of \$_____." Claimant

- (c) a cheque for any unexpended balance of advances issued.

ARTICLE B4

RELOCATION AND ULTIMATE REMOVAL EXPENSES FOR TERM TEACHERS

Application

B4.01 This Article applies to

- (1) principals who are not indeterminate employees and who are hired for a term of less than 2 years; and
- (2) term teachers.

Relocation Expenses

- B4.02 (1) The Employer shall reimburse term teachers for expenses incurred in moving themselves and their dependants to their place of duty in accordance with this Article ("relocation expenses").
- (2) The following travelling expenses are allowed for relocation expenses:
- (a) Transportation by:
 - (i) the most economical airfare; or
 - (ii) privately owned vehicle, in accordance with Article B5, and subject to this article.
 - (b) The actual cost of meals and incidental expenses up to a maximum of \$15 per day for the employee and each dependant 6 years and over, and \$10 per day for each dependant under 6 years, as follows:
 - (i) at the start of the journey for a maximum of three days;

- (ii) during the journey, for the time required to arrive at the destination. In the case of travel by privately owned vehicle, meals, lodging and incidental expenses for not more than one day will be allowed for each 644 kilometres of the journey.
 - (iii) distances shall be determined in accordance with the Canadian Distance Guide, where listed. For other distances, it is the generally accepted distance for the most direct route.
 - (iv) where travel is by privately owned vehicle, the maximum reimbursement for kilometres, meals, lodgings and incidental expenses en route shall not exceed what the costs would have been for travel by the most economical airfare.
 - (v) upon arrival at the destination while waiting for furniture or accommodation for up to 21 days if dependants are with the employee; or up to ten days if dependants are not with the employee.
 - (vi) with prior approval of the Employer, for interim lodging and meals at the start of the journey of more than three days and at destination of more than 21 days or ten days, as applicable, in reduced amounts of \$7.50 for each adult and \$5 for each child under six.
 - (vii) The provisions in sections (v) and (vi) are for exceptional circumstances such as a lack of accommodation at the destination.
 - (viii) Reimbursement for lodgings in a private home are limited to \$11.00 per day for the employee and \$3.00 per day for each dependant.
- (c) Excess baggage to a maximum of six pieces for the employee and two pieces for each dependant where each piece of baggage is limited to 32 kg and where:
- (i) household effects are moved separately by slower transportation;
 - (ii) no other expenses are paid for moving household effects.

- (d) Expenses for telephone calls or facsimile communications necessary to expedite shipment of household effects.
- (3) The following applies to moving and storing household effects:
- (a) "Household effects" means furniture, household equipment and personal effects that the employee and his or her dependants own at the time of the move. It does not include automobiles, boats, motor cycles, trailers or animals.
 - (b) The movement of household effects not exceeding:
 - (i) employees without dependants residing with them, 453 kg.
 - (ii) employees with 1 dependant residing with them, 680 kg.
 - (iii) employees with 2 dependants residing with them, 794 kg.
 - (iv) employees with 3 or more dependants residing with them, 907 kg.
 - (c) Costs of packing, crating, unpacking, uncrating, transportation and in-transit insurance.
 - (d) Temporary storage to a maximum of 30 days where accommodation at the destination is not ready when the employee arrives.
 - (e) Reimbursement of incidental expenses of the move not specifically provided for in this Article, not exceeding \$200.00.

Procedures Applicable For Relocation

- B4.03 (1) The Employer shall:
- (a) where local moving companies have been appointed as the exclusive booking agent for major van lines, select, on a rotational basis, a local moving company to handle the move;
 - (b) where no local moving company has been appointed as the exclusive booking agent, request the employee to obtain from at least two carriers, if possible, a quotation on the move, including proposed date of delivery;

- (c) review the estimates and advise the successful moving company to start the move upon direction from the employee.
 - (d) advise the employee of the name of the moving company selected;
 - (e) issue the necessary travel advances and, if required, transportation warrants.
- (2) Within 30 days of arrival, the employee must submit:
- (a) a completed Travel Authorization and Expense Claim, attaching supporting receipts;
 - (b) where reimbursement of incidental expenses is claimed under B3.04(g), the following completed certificate:

"I certify that I have incurred expenses incidental to this move and not otherwise claimable in the amount of \$_____." Claimant
 - (c) a cheque for any unexpended balance of advances issued.

Other Limitations On Relocation Expenses

- B4.04
- (1) Reimbursement will not be paid unless the move and all arrangements have been approved in advance by the Employer;
 - (2) Reimbursement is limited to costs which would have been incurred if the move had been carried out in the most practical and economical manner;
 - (3) An employee with an established residence at the place of duty at the time of appointment (other than one that must be vacated because it was owned by a previous employer) is not entitled to the benefits in this Article;
 - (4) Advances will not exceed the estimated amount of the employee's entitlement under this Article;
 - (5) The balance of unused total weight allowance for removal of household effects cannot be claimed at a later date, unless transportation problems preclude transporting the total weight allowance in one shipment;
 - (6) Only one entitlement will be paid per family unit.

Ultimate Removal Assistance

- B4.05 (1) A term teacher who is at the end of his or her term and certifies his or her intention to leave the community of employment will be entitled to receive ultimate removal assistance to assist in defraying the cost of the move. The amount of ultimate removal assistance will be calculated from the term teacher's community of employment to the point of recruitment and to the actual new domicile. The Employer will reimburse the teacher for the lesser of the two totals.
- (2) Reimbursement for ultimate removal will not exceed the maximum reimbursement schedule set out in Article B2.02(ii).

Ultimate Removal Reimbursement

- B4.06 Subject to the maximum reimbursement schedule in Article B2.02, the Employer will pay the following costs for ultimate removal to either the point of recruitment or the actual new residence, whichever is less:
- (1) The movement of household effects, in the most practical and economical manner, not exceeding:
- (a) employees without dependants residing with them, 453 kg.
 - (b) employees with 1 dependant residing with them, 680 kg.
 - (c) employees with 2 dependants residing with them, 794 kg.
 - (d) employees with 3 or more dependants residing with them, 907 kg.
- (2) The costs associated with the personal travel of the teacher and his or dependants as follows:
- (a) the cost of transportation by the most economical airfare; and
 - (b) the cost of accommodation and meals if stopovers are required between the employee's community of residence and point of departure because of airline schedules.
 - (c) Accommodation and meal expenses are limited to the rates in B3.03(b) and are only paid if the employee travels by commercial airline.

Limitations On Ultimate Removal Assistance

B4.07 Ultimate Removal Assistance is subject to the following limitations:

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

Procedures

B4.08 The employee is responsible for making all moving arrangements and paying for his/her move. The employee must submit receipts for their move.

ARTICLE B5**DUTY TRAVEL**

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

Entitlement

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

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

Transportation

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

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

Accommodation

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

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

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

Commercial accommodation expenses must be accompanied by receipts.

- (b) Accommodation for over 15 calendar days - normally the employee must make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged before the start of travel or shortly after arrival.
- (c) Non-Commercial Accommodation - employees who make private arrangements for overnight accommodation may claim \$50.00 for each night.
- (d) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer.

These employees are not entitled to the \$50.00 non-commercial accommodation allowance in B5.04(c). They are financially responsible for any damage. They do not have to pay rent if they receive a private accommodation allowance or are paying rent at their usual place of residence.

Meals and Incidental Expenses

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

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

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

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

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

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

- (b) **Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals and incidental expenses shall be reduced to 50% of the per diem rates for all days in excess of fifteen (15) calendar days.**
- (c) Employees are not considered to be in travel status if they are appointed to the establishment of one headquarters area, but their duties are carried out at another location during the major portion of the time or continuously.
- (d) Where the return trip is made in one day, only meals are reimbursed.

Other Expenses

B5.06 Employees **shall** be reimbursed for:

- (a) long distance calls of an official nature providing that an explanation is provided.
- (b) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis are not authorized for repeated trips between the same place if convenient public transportation is available;
- (c) local phone calls for business purposes;
- (d) Child care expenses – a maximum of **\$25.00 (twenty five dollars)** a day per **dependant** child **sixteen (16) years of age or younger** upon provision of receipts if the employee, due to the requirement to travel on behalf of the Employer, **incurs** child care expenses which exceed those which would have normally been incurred.

Limitations

B5.07 No item of "other expenses" or transportation over \$5, will be reimbursed without a receipt.

B5.08 The following expenses are not allowed:

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

- (d) telephone, **or facsimile** messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (f) any losses of money or of personal belongings.

Procedure

- B5.09**
- (a) The Employer authorizes Duty Travel by signing the Travel Authorization and Expense Claim **Form (the form)** before the start of the trip.
 - (b) The form must be submitted as a request for an advance of travel expenses if an advance is required.
 - (c) All requests for advances should be submitted at least three working days before the trip.
 - (d) The form will be returned to the claimant with the cheque for the advance.
 - (e) Within ten days of completing the trip, the employee must submit a claim for expenses on the pre-authorized form. A personal cheque to cover any amount by which the travel advance exceeds the total of the claim must be attached.
 - (f) Employees may have only one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this will result in automatic payroll deductions being initiated for the total amount of the advance.

Travel by Privately Owned Car

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

Entitlements

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

(a) where the use of a privately owned car is authorized:

- (i) for the Employer's rather than the individual's convenience - **\$0.495 cents per kilometre**;
- (ii) for the individual's rather than the Employer's convenience - **\$0.22 cents per kilometre**.

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

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

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

Limitations

B5.13 The following limitations apply:

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

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

Procedure

- B5.15 (1) The Employer will authorize the distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
- (2) Upon completion of the trip, the claim is:
- (a) completed by the employee;
 - (b) supported by receipts for lodging, etc. (where applicable);
 - (c) shows separately details of:
 - (i) enroute kilometres;
 - (ii) business kilometres (if any) in lieu of taxis at destination;
 - (d) submitted to the Employer for approval and payment.

Headquarters Travel

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

Entitlement

- B5.17 Subject to the Employer's approval, payment may be made for transportation in the employee's headquarters area in the following circumstances:
- (a) for a taxi between home and place of duty. The employee must be required to work after normal hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use the normal way of getting to and from work;
 - (b) where transportation is necessary for reasons such as bulky documents or because of the time factor. The transportation must be the most economical under the circumstances.
- B5.18 If a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as in B5.12.

Limitations

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

ARTICLE B6Dental Plan

- B6.01 The Employer will provide a Dental Plan for eligible employees and their eligible dependant(s) that provides 100% reimbursement of all covered basic dental services subject to a yearly maximum; 50% reimbursement of all covered major dental services subject to a yearly maximum; and 50% of all covered orthodontic services for eligible children under the age of 19 subject to a lifetime maximum.

ARTICLE B7INDEMNIFICATION

- B7.01 Indemnification means the defence and settlement of actions, proceedings or prosecutions against Employees (including payment of any legal costs, damages or other monies payable by Employees in respect of such actions, proceedings or prosecutions) arising out of acts performed or not performed by them at any time in the course of and within the scope of their employment and duties in the public service.
- a) Employees who are served with, or receive, notice of any action, proceeding or prosecution shall immediately notify their Superintendent.
 - b) Upon receipt of notification from an Employee, the Superintendent shall refer the matter to the Deputy Minister of Justice.
 - c) The Deputy Minister of Justice shall examine the matter to decide if the Employee is entitled to Indemnification in accordance with the terms of the Indemnity Agreement contained in the Human Resource Manual.
 - d) If the Deputy Minister of Justice determines that the Employee is entitled to Indemnification, the Deputy Minister of Justice shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, the Deputy Minister of Justice shall unilaterally appoint counsel to

act on behalf of the Employee. In the case of actions, proceedings or prosecutions covered under a policy of insurance maintained by the GNWT, the insurer under such policy retains the exclusive right, without consultation with the Employee, to appoint legal counsel to act on behalf of the Employee.

- e) The Employer shall pay all legal fees, damages, or other monies payable in connection with the defence or settlement of any action, proceeding or prosecution in respect of which an Employee is entitled to Indemnification.

ARTICLE B8

EMPLOYEE TRAVEL ACCIDENT INSURANCE

- B8.01 All persons employed in the Public Service of the Northwest Territories are eligible to receive this benefit.**

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

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

- B8.02 At no cost to the employees this policy provides:**

- (1) Accidental Death and Dismemberment
- \$200,000.00 Principal Sum.**
- (2) Weekly Indemnity to be paid over a maximum of 52 weeks.
The lesser of:
 - (a) \$250.00; or**
 - (b) 70% of the employee’s normal weekly earnings, or**
 - (c) 100% of the employee’s normal weekly earnings reduced by the amount of any weekly benefit which is payable to the employee by the Workers’ Compensation Board, or any other government agency in respect of the employee’s disability. In no case shall the weekly income benefit be less than \$100.****

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

B8.03 The following schedule sets out the benefits for loss occurring within 365 days from the date of an accident, and resulting directly and independently of all other causes from accidental bodily injuries sustained by an employee:

**Proportion of Principal
Sum Payable by Insured**

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

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

B8.04 The benefits set forth in this article are in addition to any other benefits as outlined in this Collective Agreement.

APPENDIX C

SALARY SCHEDULE

Effective September 1, 2005

Step	Years of Experience	CATEGORY						
		A	1	2	3	4	5	6
1	0	46,139	47,690	50,272	52,982	57,262	60,280	62,837
2	1	47,527	49,262	51,940	54,764	59,489	61,978	65,308
3	2	48,953	50,833	53,573	56,538	61,708	65,082	67,774
4	3	50,425	52,406	55,224	58,316	63,935	67,487	70,246
5	4	51,944	53,986	56,887	60,107	66,172	69,906	72,727
6	5	53,526	55,580	58,559	61,907	68,427	72,336	75,226
7	6	55,224	57,185	60,247	63,725	70,696	74,787	77,746
8	7		58,806	61,947	65,557	72,984	77,258	80,284
9	8			63,666	67,405	75,290	79,747	82,846
10	9			65,394	69,267	77,617	82,258	85,429
11	10				71,153	79,969	84,795	88,033
12	11						87,350	90,665

Effective September 1, 2006

Step	Years of Experience	CATEGORY						
		A	1	2	3	4	5	6
1	0	47,523	49,121	51,781	54,572	58,980	62,088	64,722
2	1	49,188	50,912	53,675	56,580	61,306	64,204	67,289
3	2	50,863	52,695	55,541	58,575	63,618	67,034	69,843
4	3	52,570	54,486	57,426	60,581	65,945	69,515	72,410
5	4	54,315	56,296	59,331	62,610	68,295	72,021	75,002
6	5	56,110	58,131	61,261	64,664	70,676	74,557	77,628
7	6	57,988	59,992	63,222	66,751	73,091	77,132	80,294
8	7		61,885	65,213	68,870	75,545	79,747	83,001
9	8			67,240	71,026	78,038	82,404	85,753
10	9			69,298	73,218	80,574	85,106	88,552
11	10				75,452	83,158	87,858	91,399
12	11						90,655	94,299

Effective September 1, 2007

Step	Years of Experience	CATEGORY						
		A	1	2	3	4	5	6
1	0	48,949	50,594	53,334	56,209	60,749	63,951	66,664
2	1	50,907	52,618	55,467	58,457	63,179	66,509	69,331
3	2	52,848	54,625	57,582	60,686	65,588	69,045	71,975
4	3	54,806	56,649	59,715	62,934	68,018	71,603	74,641
5	4	56,794	58,704	61,881	65,217	70,485	74,200	77,348
6	5	58,820	60,798	64,089	67,544	72,999	76,847	80,107
7	6	60,890	62,937	66,344	69,921	75,567	79,551	82,926
8	7		65,125	68,651	72,352	78,195	82,317	85,809
9	8			71,014	74,842	80,886	85,150	88,762
10	9			73,435	77,394	83,644	88,053	91,789
11	10				80,011	86,473	91,031	94,893
12	11						94,086	98,078

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

DEPENDANT

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

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

The parties agree as follows:

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

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

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

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

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

The Employer and the NWTTA recognize that teachers may encounter harassment, threats, assaults or other offensive behavior in the community from third parties as a result of the teacher's position. The Employer and the Association agree to work together to develop procedures to be applied in such circumstances. They shall have their initial meeting not later than November 1, 2001.

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

The Employer and the NWTTA agree that term employees hired on or before November 7, 2001 will not have their removal entitlements reduced as a result of changes to Article B4 for the duration of their current term.

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

Professional Improvement

The parties agree that during the first six months of this Collective Agreement, they will meet to discuss possible amendments to Article 16 of the Agreement.

Discussions may include, but not necessarily be limited to, roles and responsibilities of the Central Professional Improvement Committee and the Regional Professional Improvement Committees, a definition of and criteria for professional improvement, and the allocation of funds for professional improvement, as recommended by the Central Professional Improvement Committee.

If agreement is reached, the parties may amend Article 16 accordingly at any time within the term of this Agreement.

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

Principals and School Administrators Growth and Evaluation

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

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

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

Review of Dental Plan

Within 90 days of ratification the Employer and the Association agree to commence meetings to discuss the Dental Plan.

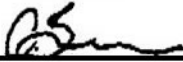
Specifically the parties will:

- Examine the cost of the various components of the Dental Plan;
- Examine the different scenarios for the provision of benefits under the Dental Plan; and
- Examine the history of Dental Plan usage.

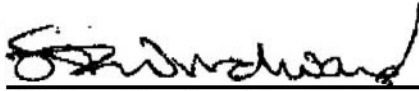
The parties will make joint recommendations to the President of the Association and to the Secretary of the Financial Management Board within 18 months of the parties' first meeting.

Signed at Yellowknife this 18th day of May, 2005

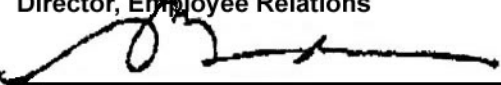
Signed on behalf of this Government of the Northwest Territories



Curtis Brown
Superintendent, South Slave Divisional
Education Council



Shaleen Woodward
Director, Employee Relations



Pauline Gordon
Assistant Deputy Minister, Education, Culture
& Employment



Janet Grinsted
Director, Education Operations and
Development



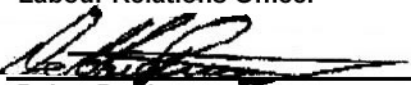
Sheila DeVine
Manager, Board & Corporate Services



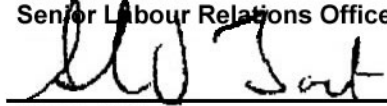
Brad Patzer
Legal Counsel



Colette Perry
Labour Relations Officer

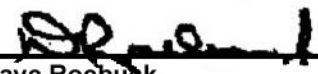


Debra Pruden
Senior Labour Relations Officer

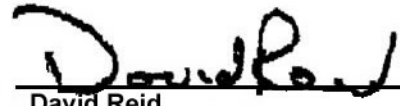


Glenn Tait
Negotiator

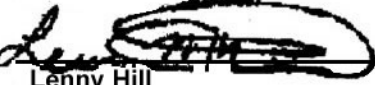
Signed on behalf of the Northwest Territories Teachers' Association



Dave Roebuck
Executive Director, NWT Teachers' Association



David Reid
Committee Member



Lenny Hill
Committee Member



Rita Mueller
Committee Member



Gerard Carroll
Committee Member