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No. OF EMPLOYEES	250		
NO. RE EMPLOYÉS	250		

COLLECTIVE AGREEMENT

BETWEEN

**THE
GOVERNMENT
OF YUKON**

AND

**THE
YUKON
TEACHERS'
ASSOCIATION**

DK
98/8/12

EFFECTIVE JULY 1, 1996 TO JUNE 30, 1998

00196(07)

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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 and the Yukon Teachers' Association, and to set forth certain terms and conditions of employment relating to salaries and working conditions affecting employees covered by this Agreement.
- 1.02 The parties to this Agreement share a desire to improve the quality of education in the Yukon Territory, to maintain professional standards and produce the highest quality of instructional service, and to promote the well being and increased efficiency of its employees to the end that the students and the people of the Yukon Territory will be well and effectively served. Accordingly, they are determined to establish within the framework provided by the law, an effective working relationship.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- a) **“Aboriginal Language Teacher”** means a member of the bargaining unit other than a Teacher, Remedial Tutor or Educational Assistant;
 - b) **“Association”** means the Yukon Teachers' Association;
 - c) **“Bargaining Unit”** means the unit of employees covered by the Teachers Staff Relations Part (Part 10) of the Education Act;
 - d) **“Biweekly Rate of Pay”** means *a permanent employee's annual salary and any applicable allowances divided by 26.000. The biweekly rate of pay for a temporary employee shall mean that employee's annual salary and any applicable allowances divided by 22.000.*
 - e) **“Commencement date of a teaching cycle”** refers to the date, after the end of reporting period, on which new material is first taught, or it refers, in the case of semestered school, to the beginning day of a new semester or the midpoint thereof;

- 2.01 *f)* **“Continuous Service and Continuous Employment”** means uninterrupted employment with the Government of the Yukon Territory and includes the service of a lay-off re-hired within a period of two years;
- g)* **“Deputy Minister”** means a member of the public service responsible for the administration of the Department of Education and includes his/her designate;
- h)* **“Educational Assistant”** means a member of the Bargaining Unit other than a Teacher, Remedial Tutor, or Aboriginal Languages Teacher;
- i)* **“Educational Leave”** means **authorized** leave for study purposes not to exceed one year’s duration;
- j)* **“employee”** means a member of the Bargaining Unit;
- k)* **“employer”** means the Government of Yukon;
- l)* **“Grievance”** means a complaint in writing presented in accordance with Part 10 of the Education Act by an employee on their own behalf or on behalf of themselves and one or more other employees, or by the Bargaining Agent or the employer and includes a policy grievance presented by the bargaining agent or employer;
- m)* **“Leave of Absence”** means **authorized** permission to be absent from duty;
- n)* **“May”** shall be regarded as permissive, **“Shall”** and **“Will”** as imperative, and **“Should”** as informative only;
- o)* **“Membership Dues”** means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium or special levy;
- p)* **“Part-time employee”** means an employee appointed pursuant to the Education Act to work fewer instructional hours per instructional day than a full-time employee or an employee who works full-time for less than a full school year;
- q)* **“Principal”** means a teacher who is appointed or designated to be a principal pursuant to the Education Act;
- r)* **“Remedial Tutor”** means a member of the Bargaining Unit other than a Teacher, Educational Assistant or Aboriginal Languages Teacher;

- 2.01 s) **“Representative”** means an employee who has been elected or appointed to represent the Association;
- t) **“Rural School”** includes all schools outside Whitehorse city limits except Golden Horn Elementary School;
- u) **“Spouse”** means:
- i) a lawful husband or wife, or
 - ii) a person living in a common-law relationship with the employee. A common-law relationship will exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship of some permanence as a couple, lives and intends to live with that person as a couple, and signs a Statutory Declaration to this effect.

It is agreed that a common-law spouse will be covered by any federal benefit plan provided for in this collective agreement to the extent that the plan provides coverage for a spouse.

- v) **“Substitute Teacher”** means a teacher employed to replace a teacher who is temporarily absent from regular duties;
- w) **“Superintendent”** means a superintendent of schools appointed by the Minister and assigned duties pursuant to the Education Act;
- x) **“Teacher”** means a member of the Bargaining Unit holding a valid and subsisting certificate of qualification, or a letter of permission, issued pursuant to the regulations who is appointed or employed pursuant to the Education Act to give instruction or to administer or supervise instructional service in a school but does not include an Aboriginal Languages Teacher;
- y) **“Vice-Principal”** is a teacher who is responsible for assisting the principal in the organization, administration and supervision of the school.

2.02 **General:**

Wherever the singular is used in this Agreement, the same shall be deemed to include the plural.

- 2.03 Except as otherwise provided in this Agreement, the expressions used in this Agreement;
- a) If defined in the Education Act or in the Regulations made thereunder, have the same meaning as given to them in that Act and pursuant Regulations; and

- 2.03 b) If defined in the Interpretation Act, but not defined in the Act or Regulations mentioned in paragraph (a) above, have the same meaning as given to them in the Interpretation Act.

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to the Yukon Teachers' Association, the employees and the employer.

ARTICLE 4

EMPLOYER'S RIGHTS

- 4.01 Except to the extent provided herein, this agreement in no way restricts the authority of the employer.

ARTICLE 5

ASSOCIATION RECOGNITION

- 5.01 The employer recognizes the Yukon Teachers' Association as the exclusive bargaining agent for all employees in the bargaining unit.
- 5.02 *Notwithstanding Article 5.01, where in a particular circumstance the employer is unable to provide teaching services to a community within the framework of the terms and conditions of employment specified in the agreement, the employer may improve the terms and conditions of an employee for a specified period. Such improvement will be subject to agreement from the Association, which shall not be unreasonably withheld. The improvement in the terms and conditions of employment may be discontinued at any time by the employer and, if discontinued before the end of the specified period, with advance notification to, and discussion with, the Association.*

ARTICLE 6

APPOINTMENT OF REPRESENTATIVES

- 6.01 The employer acknowledges the right of the Yukon Teachers' Association to appoint a reasonable number of employees as representatives with respect to the grievance procedure.

ARTICLE 7

TIME OFF FOR ASSOCIATION BUSINESS/REPRESENTATIVES

7.01 **Meetings with the Employer:**

Association representatives shall be granted leave with pay to attend meetings called by the employer, including Joint Consultation meetings where operational requirements permit and both parties agree they should occur.

7.02 **Yukon Teachers Staff Relations Board Hearings:**

Where the Yukon Teachers Staff Relations Board has received a complaint in accordance with section 260 of the Education Act, the employer, where operational requirements permit, will grant leave with pay to:

- a) An employee who makes a complaint on his or her own behalf;
- b) A Representative who acts on behalf of an employee or who acts on behalf of the Association making the complaint; and
- c) An employee called as a witness by the Yukon Teachers Staff Relations Board or the Association.

7.03 **Mediation and Arbitration Hearings:**

The employer will grant leave with pay to a maximum of four (4) employees representing the Association before a Mediator or Arbitrator.

7.04 **Meetings During the Grievance Procedure and Adjudication:**

1. Where operational requirements permit, the employer may grant to an employee presenting a grievance or to be a representative of the employee presenting the grievance, leave with pay to discuss the grievance with the employer's representative;
2. Where operational requirements permit, the employer will grant leave with pay to an employee who is a party to adjudication, to an employee who is called as a witness during an adjudication hearing and to an Association representative of the employee who is a party to the adjudication.

7.05 **Contract Negotiation Meetings:**

Where operational requirements permit, four (4) employees will be granted leave with pay to attend contract negotiation meetings on behalf of the Association. The Association shall pay substitute employee costs incurred as a result of these meetings.

7.06 **Preparatory Contract Negotiation Meetings:**

Where operational requirements permit, the employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

7.07 **Association President:**

1. Upon the request of the Association to the Deputy Minister, the Deputy Minister shall release the President of the Association from regular duties to conduct Association business for a period of one (1) school year. The request for absence must be received by the Deputy Minister in writing before May 31 st.
2. Where an employee has been granted leave in 7.07 (1), such leave shall be without pay, provided that the employer shall pay to the Association an amount equal to the value of what the employee would have earned as compensation had he or she continued with his or her regular teaching duties. Payment shall be in three (3) instalments, paid in August, January and April of each year. In this context "compensation" means all forms of pay, benefits and perquisites including all forms of holiday pay or leave and eligibility for an experience increment but excluding allowances paid or provided directly or indirectly by or on behalf of the employer to or for the benefit of an employee.
3. The employer will endeavour to place the employee upon return from the position of President of the Yukon Teachers' Association to the same position or an equivalent position within the same community unless otherwise agreed to by the employee and employer.

7.08 Association Business:

Where operational requirements permit, *an employee* designated by the Association, shall be granted leave without pay providing:

- a) the leave is requested in advance, and
- b) the total leave granted *to an employee under* this article has not exceeded five (5) days in the school year.

7.09 Canadian Teachers ' Federation

Where operational requirements permit, an employee elected or appointed to participate on the Board, a committee or a task force of the Canadian Teachers' Federation shall be granted leave without pay providing:

- a) the leave is requested in advance, and*
- b) the total leave granted to an employee under this article has not exceeded ten (10) days in the school year.*

Further leave under this clause may be accommodated by mutual agreement of the parties.

ARTICLE 8

CHECK OFF

8.01 The employer will, as a condition of employment, deduct an amount equal to the amount of membership dues once a month from the pay of all employees. *Effective the first pay of 1996, for the purpose of this clause, "pay" shall not include a Principal's or Vice-Principal's allowance as per Appendix "A", Schedule II of this agreement.*

8.02 The Association shall inform the employer in writing of the authorized monthly deductions to be checked off.

8.03 For purpose of applying clause 8.01, deductions from pay for each employee in respect of each month will start with the first full month of employment.

8.04 The amounts deducted in accordance with clause 8.01 shall be deposited to the account of the Association by the 20th day of the month following the month in which the deductions are made. Particulars identifying each employee and the deductions made shall be mailed to the Association by the 20th of the same month.

- 8.05 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.
- 8.06 The employer agrees to enter the respective amounts deducted according to clause 8.02 on each employee's T4 tax information.

ARTICLE 9

INFORMATION

- 9.01 The employer agrees to supply the Association each September with the name, geographical location and certification of each employee, and thereafter any pertinent changes as they occur.
- 9.02 The employer agrees to supply each employee with a copy of the collective agreement.
- 9.03 The employer agrees to provide the Association with a report indicating the distribution of employees by category and years of experience prior to the commencement of contract negotiations.
- 9.04 The employer agrees to supply the Association, upon request, with a list indicating the gross salary per employee and any applicable allowance paid.
- 9.05 The employer will supply each school in the Territory and the Association with one copy of the "Superannuation Act Booklet".
- 9.06 The Association agrees to supply to the employer a list of the names of the members of the Association's Executive each September and any pertinent changes thereafter.
- 9.07 The Association agrees to supply to the employer a list of the names of the Association's representatives each September and any pertinent changes thereafter.
- 9.08 The employer agrees to supply the Association with copies of employer directives,, policies and related information pertaining to working conditions not covered by this Agreement, the Education Act or pursuant Regulations, which affect members of the bargaining unit.
- 9.09 The employer agrees to supply the Association and each school with a copy of the Government Housing Policy.

- 9.10 Upon written request from an employee, the employer agrees to supply an interpretation of any variation in standard deductions of salary payments.
- 9.11 The employer shall provide employees, at the beginning of each school year (no later than October 15th), with the following information:
- a) employee number and position number
 - b) salary category and basic annual salary
 - c) years of teaching experience
 - d) receivable allowances
 - e) employment status: permanent, probationary
temporary, full-time-
part-time (% thereof)
 - f) the number of sick and special leave credits accrued
 - g) employee's pension plan

ARTICLE 10

GRIEVANCE PROCEDURE

Grievance Procedure Guidelines

- 10.01 An employee with the representation of the Association throughout, may present a grievance in accordance with the provisions of the Education Act.
- 10.02 The Association shall not be entitled to present a grievance on behalf of an employee without the written consent of the employee.
- 10.03 Where an employee is represented by the Association in the presentation of a grievance:
- a) The Association shall have the right to consult with the employer at each level of the grievance procedure; and
 - b) A copy of the employer's decision at each level shall be sent to the Association at the same time it is conveyed to the employee.
- 10.04 A grievance of an employee shall not be deemed to be invalid by reasons only of the fact that it is not presented in accordance with the forms supplied by the employer.

10.05 Where it appears that the nature of the grievance is such that a decision cannot be given below the Second Level of authority, the previous level may be eliminated by agreement between the Deputy Minister and the employee, and where applicable, the Association.

10.06 *a) The grievance shall be processed by recourse to the following levels:*

*First Level - Superintendent
Second Level - Deputy Minister
Third Level - Public Service Commissioner*

b) If an employee has requested a hearing in relation to a grievance at any level, such hearing shall be scheduled within fifteen (15) instructional days of the employer's receipt of the grievance.

c) Notwithstanding the above, the Public Service Commission and the Association may by mutual agreement waive either the first or second level in (a) above, or extend the time limits in (b) above.

10.07 A grievance may be presented to the First Level not later than 10 instructional days after the date on which oral or written notification is received or on which the employee first becomes aware of the circumstances giving rise to the grievance.

10.08 The First Level Officer shall respond to the grievance within 10 instructional days of hearing the grievance.

10.09 The grievance, where appropriate, may be presented to the Second Level Officer within 10 instructional days of receipt of the response from the First Level Officer where the written decision conveyed is unsatisfactory or within 15 instructional days of presentation of the grievance where no written decision has been conveyed.

10.10 The Second Level Officer shall respond to the grievance within 20 instructional days.

10.11 An employee may, by written notice to the grievance officer, abandon the grievance.

10.12 An employee who fails to present a grievance within the prescribed time limits shall be deemed to have abandoned the grievance, unless, due to circumstances beyond the employee's control, the prescribed time limits could not be met.

ARTICLE 11

DISCIPLINE

11.01 In instances of discipline or dismissal, the parties agree that the following principles will be employed:

- a) the employee concerned has the right to be represented by a member of his/her Association;***
- b) the employee is entitled to the written reasons for the employer's decision;***
- c) the employee is, depending on the particular circumstances of his/her situation, generally entitled to a reasonable period in which to demonstrate his/her rehabilitation;***
- d) the circumstances giving rise to the discipline will not be released to the public except by mutual agreement or unless circumstances dictate;***
- e) the rules of natural justice apply;***
- f) except for termination at any time during an employee's probationary period, the standard for discipline or dismissal will be just and reasonable cause.***

ARTICLE 12

PROFESSIONAL DEVELOPMENT

- 12.01 1. *The Professional Development fund will provide for administrators' professional development, curriculum 2000 implementation, rural professional development incentives and other activities approved by the Trust Management Committee.*** Where in-service, conferences or workshops sponsored by the fund result in substitute teacher costs, such costs will be covered by the fund.
- 2. The Yukon Teachers' Association membership will contribute an additional .05% deduction from the salary grids, for a total of .25% from the salary grids, as the Association contribution to the Professional Development Fund.**
- 3. Effective the date of signing of the 1993-94 collective agreement, the employer will match the contribution referred to in Article ***12.01.2*** to a maximum of \$73,000.**

12.01 4. *The Professional Development Fund shall consist of the combined amounts from Articles 12.01.2 and 12.01.3.*

5. The Professional Development Fund shall be administered as though it were a Trust Fund.
6.
 - 1) There shall be a one-half time (.5) Professional Development Coordinator established within the Yukon Teachers' Association. The incumbent will be the YTA Professional Development Chairperson. This position will be funded equally by the YTA and the employer, to a maximum of \$17,000 from the employer.
 - 2) Funding arrangements for the Coordinator will be as provided for the Association President in Article 7.07.
7. Any amount retained in the professional development account at the end of the school year, in respect of which there is not liability for training carried out in the school year to which the fund applies, shall be retained in the account.
8. At the end of each school year the Association will provide to the Deputy Minister an accounting of all activities, and expenditures from the Professional Development Fund and will provide the names of all participants.

12.02 Joint Administration of Professional Development

1. Monies provided to the Association pursuant to this article and interest earned by such monies shall be administered on a day to day basis by the Association's Professional Development Committee to which the Department of Education may appoint a representative.
2. A joint Trust Fund Management Committee shall be established consisting of two representatives from the Association and two representatives from the Department of Education. The purpose of this committee is to annually establish the parameters for professional development. These parameters are to provide the scope of activities that may be approved by the Association's Professional Development Committee. The Joint Trust Fund Management Committee should meet in the spring of each year to establish parameters of activities for the coming school year. The committee will also meet at the end of each semester for the purpose of reviewing and monitoring activities to date. The Committee may also meet at any time at the request of either the Association or the Deputy Minister.
3. Before the amount established in **12.01.1** is advanced to the Association, the Trust Fund Management Committee will submit to the Deputy Minister for approval, an outline of the program which the Association proposed to carry out during the school year and an estimate of the expenditure which will be incurred.

- 12.02 4. The Association shall have the right to expend monies from the Professional Development Fund in accordance with the previously approved program plan and expenditure outline mentioned in 3 above. Any expenditures which would deviate from the approved program plan and expenditure outline must have the prior approval of the Deputy Minister.
- 12.03 All employees who wish to participate in the professional development program shall make application to the Association's PD Committee for participation and where the participation is approved by the Association, through the Association to the employer for leave of absence.
- 12.04 Each such application for leave of absence shall be submitted to the employer at least ten (10) working days prior to the requested dates for leave. Where the participation of the employee in the professional development program has been approved by the Association's P.D. Committee, subject only to the overriding operational requirements, the employer shall grant the employee leave of absence with pay for the period of professional development, and *paid* leave not exceeding two (2) days for the purpose of related travel.
- 12.05 At the discretion of the Deputy Minister, leave with pay may be granted to employees attending conference for the purpose of professional improvement, inside or outside of the Yukon.

ARTICLE 13

PART-TIME EMPLOYEES

- 13.01 a) Part-time employees are entitled to be paid for services rendered pro-rated on the basis of the instructional hours worked per instructional day in accordance with Appendix "A", "B", "C" or "D".
- b) When a part-time employee is required by the employer to attend an in-service, the part-time employee will be paid their daily rate pro-rated based on the full-time equivalent salary.

73 I 13.02 A part-time employee shall earn sick leave credits pro-rated on the basis of the instructional hours worked provided the employee has received at least ten (10) working days pay within each calendar month.

13.03 A part-time employee shall earn special leave credits pro-rated on the basis of the instructional hours worked provided the employee has received at least ten (10) working days' pay within each calendar month.

778 13.04 A part-time employee is entitled to be paid an experience increment pro-rated on the basis of the instructional time worked per instructional day and the increment date shall be established in accordance with Article **15.06**.

770 13.05 Part-time employees shall be entitled to all benefits within the articles of this agreement and their benefits shall be pro-rated on the basis of instructional hours worked in comparison to full-time employees.

ARTICLE 14

PAYMENT OF SALARIES

14.01 a) Employees shall be paid a salary for services rendered in accordance with the appropriate Appendix calculated on a biweekly rate of pay basis.

b) A Teacher appointed to a position which required the performance of special or additional duties, as designated in Appendix "A", Schedule II, shall receive an allowance in accordance with Schedule II, calculated on a biweekly rate of pay basis, in addition to the salary referred to in **14.01** (a) above.

14.02 Remedial Tutors and Aboriginal Language Teachers and Educational Assistants shall be paid for services rendered in accordance with Appendix "B", "C" and "D" respectively.

14.03 Official Rate of Pay

An employee's official rate of pay shall be the annual rate calculated biweekly rounded off to the nearest cent. (*Effective January 1, 1998, Remedial Tutors and Educational Assistants shall be paid in accordance with Appendix "B".*)

14.04 Pay Periods

a) All employees shall be paid biweekly beginning the first pay day in September and continuing on every alternate Friday, or in accordance with mutual agreement between the employer and the Association.

- 14.04 b) All *permanent* employees shall be paid the balance of their salary, less one pay cheque on the last pay day which falls within the school year. The final pay cheque less any necessary deductions shall be paid on the following scheduled pay day.
- c) Notwithstanding receipt of the above payment, Principals and other employees in receipt of an administrative allowance in accordance with Appendix "A", Schedule II, shall continue to perform their administrative responsibilities associated with the payment of an allowance to the satisfaction of the Deputy Minister.

14.05 Acting Pay

- a) A teacher appointed by the Superintendent to act in the absence of a Principal or Vice-Principal in *excess* of **three (3) accumulated instructional days** per school year shall be entitled to receive a daily allowance from the time of appointment to the termination of the acting appointment in accordance with Appendix "A", Schedule II.
- b) The daily allowance mentioned in **14.05** (a) above, shall be calculated by dividing the allowance to be paid in accordance with Appendix "A", Schedule II, by the number of instructional hours per day divided by 950 hours for each day the employee has acted, provided the employee has acted in excess of three (3) instructional days.

14.06 Special Services

- a) A Teacher, other than a Teacher in receipt of an allowance in accordance with Appendix "A", Schedule II, who agrees to render educational services during a vacation period at the request of the employer shall be paid the number of instructional hours divided by 950 hours times the employee's annual salary for each day of work, in accordance with Appendix "A", Schedule I.
- b) A Teacher who is in receipt of an allowance in accordance with Appendix "A", Schedule II, and who agrees to render service during a vacation period at the request of the employer, and if such service is over and above the service required in return for the allowance pursuant to Appendix "A", Schedule II, the teacher shall be paid the number of instructional hours divided by 950 hours times the employee's annual salary for each day of work in accordance with Appendix "A", Schedule I.

ARTICLE 15

APPLICATION OF APPENDIX "A", SCHEDULE I

(Basic Teacher Salary Schedule)

15.01 A Teacher's placement on the salary schedule in Appendix "A", Schedule I shall be determined in accordance with:

- a) The salary category provisionally assigned by the *Secretary*, pending the final decision of the Teachers Qualification Board, with respect to the credentials of a Teacher, and
- b) the number of years of teaching experience;
- c) The joint assessment of Teacher qualifications and experience as per (a) and (b) above shall determine the placement of the Teacher in accordance with Appendix "A", Schedule I.

15.02 Experience Evaluation:

The Teacher Qualification Board shall evaluate the previous teaching experience of a Teacher for salary purposes.

15.03 Experience Increment:

1. An experience increment shall be granted to:

- i) a teacher for teaching experience;*
- ii) an aboriginal language teacher for teaching and aboriginal language teaching experience;*
- iii) an educational assistant or remedial tutor for teaching experience, aboriginal language teaching experience, educational assistant experience and tutoring experience*

in accredited schools on the following basis:

- a) a minimum of eight (8) months of full-time active employment during a school year;*

- 15.03 1. b) *a minimum of eight (8) months of full-time active employment that are combined from two periods of employment in consecutive school years;*
- c) *full experience for services of a full-time teaching member of a Teacher Education Program as recognized by the Department of Education of the Yukon Territory for certification purposes.*

2. **Non-Teaching Experience**

- i) Years of experience in an occupation or occupations closely related to the employee's main teaching subject or subjects may be recognized for placing the Teacher on the salary scale.
- ii) Each two years of such experience, if recognized, shall be recognized as one year of teaching experience to a maximum of five years.
- iii) The recognition of such experience shall not result in a salary which exceeds the maximum in the category on which the Teacher is paid his or her annual basic salary.

3. **Related Experience**

- i) *At the sole discretion of the employer, years of experience in an occupation or occupations closely related to an employee's main duties may be recognized for placing an educational assistant on the educational assistant salary grid, a remedial tutor on the remedial tutor salary grid, or an aboriginal language teacher on the aboriginal language teacher salary grid.*

15.04 **Increment Dates:**

1. An employee's anniversary date for an experience increment shall be the first day of the first school term and every year thereafter, except
2. Where an employee has not completed a minimum of eight (8) months of full-time instructional employment in an accredited school, in the previous school year, the employee's anniversary date for an experience increment shall be January 1st, provided the employee completes a combined total of a minimum of eight (8) months of full-time instructional employment in two consecutive school years prior to January 1st.

15.05 Experience Increment Where Leave of Absence Authorized by the Employer:

1. Two periods of full-time instructional employment in consecutive school years will combine to constitute a year's experience, where:
 - i) In the first school year the employee works a minimum of six (6) months of full-time instructional employment followed by a period of contiguous authorized leave of absence, and
 - ii) The employee returns in the school year immediately following the first year, without a break in service, and works for a period of full-time employment which would provide for a total period of not less than eight (8) months of full-time instructional employment when combined with the experience in (i) above.
2. Where an employee returns to work in the second consecutive school year following the termination of authorized leave, and qualifies for an experience increment in accordance with (1) above, the employer shall change the employee's experience increment date to:
 - i) January 1st in the second consecutive school year where the employee qualified for the experience increment to January 1st, or
 - ii) the first day of the first school term, where the employee qualified for the experience increment after January 1st of the second consecutive school year.

15.06 Part-time Experience Increment:

A part-time employee, *including an employee who has completed part of the school year on a full-time basis*, and who has completed the equivalent of five (5) months of satisfactory full-time instructional employment in a school year shall be entitled to receive half of one experience increment. The effective dates for the receipt of the increment shall be January 1 st or September 1 st.

15.07 Granting of Increment:

- a) Subject to **15.03** above, an experience increment to the limits prescribed in Appendix "A", Schedule I for Teachers or Appendix "B" for Remedial Tutors or Appendix "C" for Aboriginal Language Teachers or Appendix "D" for Educational Assistants (*effective January 1, 1998, in Appendix "B" for Remedial Tutors and Educational Assistants*) will be granted to an employee, provided the employee's service during the previous school year was satisfactory.

- 15.07 b) An experience increment may be withheld, or in the case of an employee at maximum increment level, an experience increment may be withdrawn in the succeeding year, if the employee's service has been unsatisfactory during the current school year, as evidenced by the appropriate evaluations.
- c) In cases where an experience increment will be withheld or withdrawn, the employee shall be informed in writing of the reason for such action not later than November 1st, where the experience increment is due the following January 1st, or April 15th, where the experience increment is due the following September 1st.
- d) Notwithstanding the above, the experience increment may be granted in subsequent years, if the written evaluations indicate satisfactory service and professional growth during the school year.

15.08 *As a result of the 1997 arbitration award, the following payments shall be made:*

There shall be a "retro-cash" payment (not part of the grid) to affected employees to the following extent. There shall be a calculation made of the amount of the Yost increments for each affected employee for 1994-95, 1995-96 and 1996-97. The amount thus calculated for each affected employee shall be divided in half: which shall be the amount of the "retro-cash" payment which shall be made by the Government to each affected employee. The payment to each affected employee shall be made in two installments: the first on December 31, 1997; and the second on June 30, 1998.

ARTICLE 16

EDUCATIONAL LEAVE

- 16.01 *Employees with a minimum of five (5) years of service within the immediately previous six (6) years, shall be eligible to apply for educational leave of one (1) year's duration.*
- 16.02 The period of educational leave shall normally be from September 1st of one year to August 31st of the following year, however, where operational requirements permit, another period for educational leave purposes, not exceeding one (1) year's duration, may be approved by mutual agreement between the employee and the employer. Such additional period shall be without pay.
- 16.03 The number of openings for educational leave shall not be less than the equivalent of four (4) person years in any one year.

- 16.04 Candidates wishing to apply for educational leave shall submit a written application not later than February 1st, in any school year, to the employer with a copy to the Association. The written application shall contain the employee's planned course of studies, the name of the institute, and explanation of why the course of studies will benefit the education system and the employee, and the period of educational leave requested.
- 16.05 The Association, prior to March 1, in any school year, shall recommend candidates to the Deputy Minister.
- 16.06 The Deputy Minister, after reviewing all applications for educational leave, plus the recommendations of the Association and the recommendations of the Public Schools Branch, shall determine the employees to be granted educational leave.
- 16.07 a) An employee who is granted educational leave shall be entitled to receive a biweekly stipend calculated on the following basis:
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 - i) 50% of the employee's salary,
 - ii) 10% for the first dependent, and
 - iii) 10% for the second dependent.
- b) "Dependent", for educational leave purposes means an employee's wife, husband, child or a dependent residing with the employee.
- 16.08 The total of the stipend for educational leave purposes referred to in **16.07** above, shall not, under any circumstances, exceed 70% of the employee's salary.
- 16.09
1. An employee who has been granted educational leave shall be paid in advance of his or her departure from Yukon a sum equivalent to a return economy air fare between Whitehorse or Watson Lake and Edmonton or Vancouver.
 2. Where the employee submits a declaration confirming that the sum will be used for the purpose of transporting the employee to and from the educational institution concerned, the payment shall not be deemed to be a part of the employee's remuneration.
 3. An employee who fails to complete the educational assignment for which the leave was granted shall be required to repay, in full or in part, the sum provided for transportation of the employee over the period not exceeding thirteen (13) nor less than eight (8) biweekly pay periods.

- 16.10 An employee granted educational leave shall:
- i) Undertake to return to teaching duties in the Yukon at the beginning of the school year following the expiration of the educational leave or, if a period of contiguous leave of absence is authorized by the employer, upon its expiration, and
 - ii) Undertake to teach for a two (2) year period after re-commencement of duties, and
 - iii) Undertake to repay a pro-rated amount of the allowance specified by the employer where the employee fails to attend the institute named, or to adhere to a proposed or alternate course of studies which is acceptable to the employer.
 - iv) provide the employer with an official transcript of courses taken while on educational leave.
- 16.11
1. An employee who resigns or retires during the two (2) year period following the completion of educational leave or a contiguous period of leave of absence in relation thereto, shall repay the stipend and air fare noted in this article.
 2. Notwithstanding (1) above, where an employee resigns for or retires due to ill health during a period of educational leave or the two year period following the completion of educational leave or a contiguous period of leave of absence in relation thereto, the employee shall not be required to repay the stipend and air fare, provided the circumstances of the resignation or retirement are substantiated in writing by the employee's physician to the satisfaction of the Deputy Minister. The Deputy Minister may request verification of the employee's physician's statement by a medical doctor of the Deputy Minister's choice. Under exceptional circumstances the Deputy Minister may waive the return service commitment.
- 16.12 The employer will endeavour to place an employee upon return from educational leave to the same or an equivalent position and, if possible, within the same community.

16.13 The Deputy Minister may, subject to agreement with the employee concerned, arrange for an employee who has been granted educational leave, to be assigned educational duties prior to and/or after the duration of the study time. While performing these duties, the employee shall receive the number of instructional hours per day divided by 950 hours times the employee's annual salary for each instructional day. The Association shall be notified of the terms of the agreement.

16.14 1. Where an employee who has been granted educational leave requests an advance of remuneration, an advance not exceeding \$2500 shall be awarded.

2. Where an advance is provided under (1) above, the biweekly stipend due to the employee while on educational leave shall be reduced on a basis pro-rated for the period of leave, by an amount sufficient to recover the entire advance over the period of authorized educational leave involved.

ARTICLE 17

ATTENDANCE AT COURSES

17.01 1. Where the employer directs an employee to attend a course the employee shall be paid a salary in accordance with the appropriate Appendix, and continue to accrue sick and special leave benefits, and the employer shall pay the cost of any substitute required, and

2. The employer shall pay the cost of tuition, transportation, and the employee shall receive travelling expenses in accordance with the employer's policy on travel.

ARTICLE 18

LEAVE - GENERAL

18.01 1. When the employment of an employee who has been granted more sick leave or special leave with pay than earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted.

2. a) When the employment of an employee who has been granted more sick or special leave with pay than earned is terminated by lay off, the employer will not recover the sick or special leave advanced.

- 18.01 2. b) If an employee terminated under clause **18.01(2)(a)** is subsequently re-employed and service is considered to be continuous, sick or special leave advanced but not earned prior to lay off shall be deducted from any sick or special leave credits subsequently earned.

18.02 Leave Requests:

1. Subsequent to subsection (3), where an employee is requesting sick leave, special leave, injury on duty leave, court leave or leave of absence without pay, the employee shall complete the appropriate leave application form in advance of the dates requested and forward it to the Principal of the school.
2. The Principal shall advise the employer whether operational requirements of the school permit the leave to be approved or not approved.
3. Applications for sick or special leave should be applied for in writing on the appropriate leave application form in advance of the dates required, and where not practicable, immediately following the employee's return to work.
4. All leave applications requests must have the approval of the employer before the leave requested shall be **authorized** as official leave with pay or as official leave without pay.

ARTICLE 19

SPECIAL LEAVE

- 19.01
1. An employee shall be credited with six (6) days special leave credits upon commencement of the first year of service and upon commencement of each continuous year of service thereafter.
 2. All unused special leave credits shall be carried over from one year to the next and shall be accumulated to a maximum of thirty (30) instruction days.
 3. An employee on leave of absence without pay, under suspension, except under section 191 (3) of the Education Act, or on educational leave shall not earn special leave credits.
 4. An employee is not eligible for special leave with pay for any period during which the employee is on leave of absence without pay or on educational leave or under suspension.

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- 19.01 5. When an employee has terminated service with the employer, accumulated special leave credits shall be banked and made available to the employee upon return to service with the employer, provided such return is within five (5) years of leaving.

19.02 Compassionate Leave

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1. An employee shall be granted special leave with pay for a period of up to five (5) instructional days where there is a serious illness or death in the employee's immediate family. The employer may request a physician's statement to verify a serious illness. Where special leave is granted in the event of a death, the leave shall be taken contiguous to the date of death.
 2. In addition, an employee may be granted up to two (2) instructional days special leave to travel in relationship to special leave granted in (1) above. Where such special leave requires the employee to reach a destination outside of the Yukon Territory, an employee may, if requested, be granted up to two (2) further instructional days' special leave to travel in relationship to the special leave granted in (1) above, save and except employees residing in Whitehorse, Watson Lake or Car-cross.
 3. Immediate family, for the purposes of compassionate leave, is defined as mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, foster child, grandparent and any relative permanently residing in the employee's household or with whom the employee permanently resides.
 4. In the event an employee visits a seriously ill family member covered under (3) above, and returns to employment and the family member subsequently passes away, the employee will in this case be eligible for two additional days of special leave should they attend the funeral. These two additional days can be added to any residual days not taken under (1) above. It is understood that the special leave for travel provided for in (2) above will apply only once in such a case but may be split between the two trips.
 5. Subject to operational requirements, up to six (6) employees will be granted up to one-half (1/2) day's leave without loss of pay to act as pall bearers at the funeral of an employee or student of the school.

19.03 **Illness**

Where an employee satisfies the employer that care is required for sick dependents or a sick person permanently residing with the employee, the employer shall grant special leave with pay. A maximum of five (5) consecutive instructional days may be taken at any one given time. Special leave shall be granted within the context of this sub clause for an employee whose spouse requires care.

19.04 **Leave-for Medical and Dental Appointments**

- 1) *When it is not possible for an employee to arrange medical or dental appointments for him/herself or his/her dependents outside hours of work, special leave with pay will be granted for periods not in excess of one-half (1/2) day.*
- 2) *Notwithstanding (1) above, the employer shall have the right to request documentation for the need and time of the medical or dental appointment.*

Travel-for Medical and Dental Referrals

- 3) *Where an employee is granted leave for travel purposes, subject to clause 19.04(4) or (5), such leave shall not be deducted from an employee's earned sick leave or special leave credits.*
- 4) *A rural employee who is required to travel to secure medical attention and/or dental attention for him/herself or his/her dependents will be granted leave for travel purposes at a time mutually agreeable.*
- 5) *Where an employee or his/her dependent is referred by a medical or dental practitioner from one medical and/or dental facility to another facility within the Yukon, or to a facility outside the Yukon, the employee will be granted leave for travel purposes at a time mutually agreeable.*
- 6) *The total number of days for travel purposes in 19.04(4) and (5) shall not exceed three (3) days, but may be extended at the discretion of the employer.*
- 7) *Before travel time in clause 19.04 (4) and (5) is paid, the employee shall provide a certificate from a qualified medical practitioner or a qualified dental practitioner stating that the travel or referral is in fact necessary for the proper treatment of the employee or his/her dependent(s).*

19.05 Legal and Other Business

1. During each school year, an employee who is employed in a school outside the City of Whitehorse may be granted one (1) day's special leave for the purpose of carrying out legal or similar business which cannot be transacted in the community in which the employee is located, provided:
 - a) The purpose for which the leave is requested is identified on the application, and
 - b) Where the employer so requests, documentary evidence of the business conducted is made available for the scrutiny of the employer.

This leave is restricted to use within the Yukon and is subject to operational requirements.

2. A rural employee granted special leave pursuant to (1) above may, in conjunction with that leave, but only once in each school year, be granted up to one day's special leave for the purpose of travel. The travel day may be split and taken on either side of the legal and other business day leave.

19.06 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this article, leave up to a maximum of six (6) instructional days may, at the discretion of the Deputy Minister, be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

19.07 At the discretion of the Deputy Minister, special leave with pay may be granted when circumstances not directly attributable to the employee prevent the reporting for duty.

ARTICLE 20

SICK LEAVE

PURPOSE

Sick leave is intended to provide employees with a degree of protection against income loss where the employee is prevented, by illness or injury from performing the employee's normal employment duties.

20.01 Sick Leave Credits

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1. An employee shall earn sick leave credits at the rate of one and one half days (1 1/2) days for each calendar month for which at least ten (10) days' pay has been received, up to a maximum of fifteen (15) days in any school year. Where a school year has been varied and an employee is not eligible to earn at least (10) days' pay for the calendar months of June or August, the employee shall not be **disentitled** from earning sick leave credits under this formula solely by reason of the variation in the length of the school year.
 2. All unused sick leave credits shall be carried over from one year to the next and shall be accumulated indefinitely.
 3. An employee on leave of absence without pay, under suspension, except under section 191 (3) of the Education Act, or on educational leave shall not earn sick leave credits, and shall not be eligible for sick leave.
 4. When an employee has terminated service with the employer and does not elect to receive a pay-out of sick leave as per article **20.04**, accumulated sick leave credits shall be "banked" and made available to the employee upon return to service with the employer, provided such return is within five (5) years of leaving.
 5. There is no maximum to the number of days of sick leave that may be accumulated.

20.02 Granting of Sick Leave

1. Subject to the provisions of this article, an employee who is unable to perform his or her duties because of illness, injury or quarantine, may be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits.
2. An employee shall be granted sick leave with pay when unable to perform his or her duties because of illness, injury or quarantine, provided that the employee has the necessary sick leave credits.
3. ***Where the employer has reason to question an employee's use of sick leave, the employee may be required to satisfy the employer of his/her need for sick leave in such a manner and at such time as may be determined by the employer.***
4. This article shall not be interpreted as restricting the employer from disciplining an employee for the misuse of sick leave, including the recovery of wages paid as a result of such misuse.

20.03 Granting of Advance Sick Leave

1. Notwithstanding articles 20.02 (1) and 20.02 (2), an advance of sick leave up to fifteen (15) days may also be granted to the employee upon the approval of the employer. In exceptional circumstances, the Deputy Minister may advance an additional fifteen (15) days.
2. In determining the eligibility of an employee for an advance of sick leave, the employer shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the employer to secure reimbursement if the advance is not liquidated by future sick leave earnings.
3. An advance of sick leave credits shall be repaid by deduction from future sick leave earnings, or where the employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.

20.04 Pre-Retirement Leave

- i) An employee who retires from the Public Service and who is *eligible for* an immediate annuity or an immediate allowance *as defined* under the *Public Service Superannuation Act* may convert up to a maximum of thirty-three and one-third percent (33 1/3%) of the total earned but unused sick leave credits, to a maximum of sixty (60) days, to be paid pre-retirement leave. Such pre-retirement leave shall be taken during the period immediately prior to the employee's effective date of retirement. An employee may elect to receive an equivalent cash payout in lieu of pre-retirement leave.
- ii) *The daily rate of pay for pre-retirement leave or payout in lieu will be calculated on the basis of five (5) divided by 950 hours times the employee's basic salary, according to Appendix "A", "B", "C" or "D" as appropriate.*

ARTICLE 21

OTHER LEAVE

21.01 Personal Leave

1. *Where an employee has increased his/her sick leave bank by a minimum of ten (10) days from the commencement of a school year to its completion, the employee shall be granted one (1) day of personal leave to be taken during the following school year, subject to operational requirements.*

21.01 2. *An employee in a rural school who has completed at least two years of continuous service in the same school shall be entitled to one day of personal leave to be taken in the following school year subject to operational requirements.*

21.02 Religious

In any one year up to three (3) days leave will be granted with pay deducted at cost of substitute, to participate in specific (i.e. other than Sabbath or equivalent) religious holidays.

21.03 Citizenship

One (1) day of leave (which may be taken as two half days) will be granted with no loss of pay for an employee to obtain his/her Canadian citizenship.

ARTICLE 22

MATERNITY, PATERNITY AND ADOPTION LEAVE

22.01 Maternity Leave

- a) *Upon request, a pregnant employee will be granted unpaid leave for a period of not more than seventeen (17) consecutive weeks or such longer period as mutually agreed between the employee and the employer. Such employee shall also be entitled to parental leave under article 22.02.*
- b) *The period of maternity leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.*
- c) *The request to take maternity leave must be made, in writing, except in unforeseen exceptional circumstances, at least eight (8) weeks prior to the proposed commencement of the leave, and include the probable birth date.*
- d) *At its discretion, the employer may require an employee to submit a medical certificate certifying she is fit to continue to work when the employee opts to continue to work beyond eight (8) weeks prior to the anticipated delivery date.*
- e) *The period of maternity leave shall abut any period of parental leave taken under the provisions of article 22.02*
- f) *An employee who qualifies for sick leave under article 20 of the collective agreement may claim such benefits for any period of time prior to the commencement or following the completion of maternity leave.*

22.02 Adoption/Parental Leave

- a) *An employee who requests adoption/parental leave shall be entitled to up to twelve (12) consecutive weeks of unpaid leave:***
 - i) *for a birth mother immediately after the end of the maternity leave unless the employee and the employer agreed otherwise;***
 - ii) *for a birth father, within fifty-two (52) weeks after the birth of the child;*
*or 13 months***
 - iii) *for an adopting parent within fifty-two (52) weeks after the child is placed with the employee parent.* *63 weeks***
- b) *Where both parents are employees of the employer, the employees shall determine the apportionment of adoption/parental leave between them, subject to the agreement of the employer. The total adoption/parental leave when shared between both employee parents shall not exceed twelve (12) weeks.***
- c) *The request to take adoption/parental leave must be made, in writing, at least eight (8) weeks prior to the proposed commencement of the leave, and be accompanied by:***
 - i) *a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren);*
*or***
 - ii) *a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).***

22.03 Supplementary Unemployment Benefits Plan (SUB Plan)

- a) *In order to qualify for maternity or adoption leave payments under the SUB plan, a pregnant or adopting employee must provide the employer with proof that she/he has applied for, is eligible for and in receipt of maternity or adoption benefits under the Employment Insurance Act.***

22.03 b) *In respect of the period of maternity or adoption leave, maternity or adoption leave payments made according to the SUB plan will consist of the following:*

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i) *where the employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity or adoption benefits, a payment for that two-week period equivalent to ninety-five percent (95%) of his/her biweekly rate of pay in effect at the commencement of the leave, less any other monies earned during this period; and*

ii) *for up to a maximum of fifteen (15) additional weeks for maternity leave, or up to a maximum of ten (10) additional weeks for adoption leave, payments equivalent to the difference between the unemployment insurance benefits that the employee received at the actual time of the leave and ninety-five (95%) of his/her biweekly rate of pay in effect at the commencement of the leave, less any other monies earned during this period.*

c) *Employees are not entitled to payments under the SUB plan with respect to any period of parental or parenthood leave under this article.*

d) *Subject to the provisions of the EI benefit regulations, should the mother die or become incapacitated and unable to attend to the newborn, the employee father may become eligible for the SUB plan.*

e) *For the purpose of the payments received under the SUB plan, the plan shall provide that:*

i) *the employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan; and*

ii) *payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.*

22.04 Parenthood Leave

a) *On request from an employee parent who has completed maternity or adoption/parental leave, parenthood leave without pay shall be granted for a period of up to fifty-two (52) weeks, inclusive of any period previously taken for maternity or adoption/parental leave.*

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b) *Where both parents are employees, they may both apply for parenthood leave, provided the combined total of any leaves referred to under clause (a) do not exceed 52 weeks, and the leave is taken in a single continuous period by each of the employees.*

22.04 c) *Clause (b) does not apply to periods of leave requested under 22.04 (d).*

d) *On request from an employee parent, parenthood leave without pay may be granted subject to operational requirements for an additional period not to exceed fifty-two (52) weeks.*

22.05 Return-from Leave(s) to Work

a) *In the case of an incomplete pregnancy, death of the child, or other special situations, an employee may return to work earlier than provided for in the agreed upon leave.*

b) *An employee who has proceeded on leave under this article must notify the employer in writing at least four (4) weeks prior to the expected date of return to work. Failure to provide such notice may result in a delayed return to work date.*

c) *The employee requesting an early return to work will submit a written application and a medical certificate to the employer within four (4) weeks of the intended date for return. Failure to provide such notice may result in a delayed return to work date.*

d) *An employee returning from maternity, adoption/parental or parenthood leave within the current school year shall be reassigned to the same position s/he occupied prior to the leave, or to a position mutually agreeable between the employee and the employer.*

e) *Where an employee intends to return from leave in a subsequent school year, or where the total leave requested under this article exceeds fifty-two (52) weeks, the employer will endeavour to place an employee in the same or equivalent position.*

f) *At the employee's request, the employer may authorize an employee who has taken maternity or adoption leave to return to work on a half-time basis for a period of twelve (12) months.*

g) *The expiry date of any leave approved under this article will coincide with the commencement date of a teaching cycle unless another date is mutually agreed to by the employee and the employer.*

22.06 Benefits

- a) *During any periods of leave granted under this article, benefits shall not accrue. Such leave shall, however, be deemed to be continuous employment with the employer.*
- b) *Employees on maternity or adoption leave, and parenthood leave up to a cumulative period of fifty-two (52) weeks, shall be able to count the time spent on such leaves as continuous service for the purpose of calculating severance pay and for pay increment purposes.*

22.07 Paternity Leave

- a) *On the birth or adoption of a child, an employee may apply for and shall be granted a maximum of three (3) special leave days with pay to be used as adoption leave or paternity leave, providing the employee has not opted to receive payments under the SUB plan.*
- b) *In addition to the leave granted in clause (a), an employee father employed in a rural school shall be entitled to two (2) days paid leave on the birth of his child.*

22.08 Temporary Employees

Employees who are employed on a temporary basis shall not be entitled to any leave or leave payments under this article for any period of time after which their temporary employment expires.

ARTICLE 23

INJURY ON DUTY

- 23.01 Employees shall, as soon as practical, report all personal injuries and/or accidents which occur on the job to the school principal, who will investigate the accident, where required, pursuant to the Yukon Occupational Health and Safety Act, as amended from time to time.
- 23.02 An employee who is injured on the job and as a result is unable to perform the duties of his/her position as a result of:
- a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct;
 - b) sickness resulting from the nature of employment;
 - c) over-exposure to radioactivity or other hazardous conditions in the course of employment; or

23.02 d) personal injury accidentally received in the performance of extra curricular activities specifically sanctioned by the employer, and not caused by the employee's willful misconduct,

shall be granted sick leave pursuant to **Article 20**.

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1. 23.03 Where the claim is approved by the Workers' Compensation Health & Safety Board (WCH&SB) and where the employee agrees to pay the employer all funds the employee is entitled to receive from the WCH&SB, the employee shall be granted injury on duty leave with pay for the period from the date of the accident to the date of claim approval, to a maximum of three (3) months. Sick leave credits used pending approval of the claim shall be recredited to the employee when the claim is approved.

23.04 If the WCH&SB determines that the employee is unable to return to work after expiry of the injury on duty leave with pay, the employee shall be placed on leave without pay pursuant to Article **25** and shall receive wage loss benefits as outlined under the Workers' Compensation Act, as amended from time to time.

ARTICLE 24

COURT LEAVE

24.01 Leave of absence with pay shall be given to an employee, other than an employee on leave of absence without pay or under suspension, who is required other than in the performance of his or her normal duties:

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- a) to serve on a jury; or
 - b) by subpoena or summons to attend as a witness in any proceeding held:
 - i) in or under the authority of a court of justice or before a grand jury;
 - ii) before a court, judge, justice, magistrate, or coroner;
 - iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of normal duties;
 - iv) before the Legislative Council, Legislative Assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or

- 24.01 b) v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

provided that should such duty in a jury or as a witness so permit, the employee shall immediately return to work when possible in time to complete a least one-half (1/2) day's instructional work.

ARTICLE 25

LEAVE OF ABSENCE WITHOUT PAY

25.01 Where operational requirements permit, the employer may grant to an employee a leave of absence without pay.

25.02 When an employee is granted leave without pay, a sum of the number of instructional hours per day divided by 950 hours times the employee's annual salary shall be deducted from the annual salary paid to the employee for each day of absence.

25.03 1. Where an employee has been granted a year's leave of absence without pay, the employer will endeavour to place the employee upon return to the same or an equivalent position and, if possible, within the same community.

2. An employee shall notify the employer in writing of his or her intention to return to duty at least three (3) months prior to the termination date of his or her leave. Failure to notify the employer in writing may result in the employee's termination of employment.

25.04 **Marital**

One (1) days leave without pay will be granted to enable an employee to attend the employee's own marriage ceremony,

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ARTICLE 26

SUPPLEMENTARY PSHCP, DENTAL AND DISABILITY INSURANCE PREMIUMS

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26.01 The employer will pay seventy-five (75%) of the cost of employee Supplementary PSHCP premiums and Disability Insurance Premiums.

26.02 The employer will pay eight-five percent (85%) of the cost of the dental plan premiums.

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26.03 a) In regard to *Article 26.01 and 26.02*, all benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier(s), as may be amended from time to time by the carrier(s).

b) Provided that the employer fulfills its responsibility to pay its share of the premiums for the applicable benefit coverage, the employer cannot be held responsible or liable for the rejection of any claim by the carrier(s).

c) The following provision is provided for information purposes only for the employees covered by the Disability Insurance and/or Supplementary PSHCP Plans.

In the event the employee wishes to dispute the rejection by the carrier of his/her eligibility or entitlement for benefit coverage under the Disability Insurance Plan or the Supplementary PSHCP, the employee may bring his/her dispute to the Advisory council established by the federal government. Should the employee's dispute not be satisfactorily resolved by the Advisory Council, the employee may seek redress, if available, in a court action against the carrier of the Plan.

d) The following provision is provided for information purposes only for the employees covered by the Dental Care Plan.

In the event that an employee wishes to dispute the rejection by the carrier of his/her eligibility or entitlement for benefit coverage under the Dental Care Plan, the employee may seek redress if available, in a court action against the carrier of the Plan.

26.04 **An** employee who is entitled to receive coverage under the Dental Plan, D.I., or Supplementary PSHCP may, subject to the terms of the policy, elect to continue his/her coverage during any period after the end of the month following the month that the employee commences a leave of absence without pay. If the employee elects to continue his/her coverage, the employee shall be required to pay to the employer, in advance, either his/her share of the premium contributions or 100% of the cost of the premiums, depending on the terms of the policy, for such coverage during the period which exceeds the end of the month following the month that his/her leave of absence without pay commenced.

ARTICLE 27

LAY OFF

27.01 *In this article “seniority” means a teacher’s continuous employment in the bargaining unit. Seniority shall continue when a teacher leaves the bargaining unit for a position in the Department of Education and returns to the bargaining unit.*

27.02 *When the seniority of two or more teachers is equal under article 27.01, the teacher with the greatest aggregate length of employment with the employer shall be deemed to have the greatest seniority.*

27.03 *Where the employer proposes to lay off a teacher under the provisions of the Education Act, the employer will deliver to the teacher a written notice setting forth:*

- a) the effective date of the layoff;*
- b) a statement of the teacher’s pre-layoff rights, recall rights and severance rights.*

27.04 *The layoff notice referred to in article 27.03 will be delivered at least 30 calendar days before the layoff is to take effect, and may be rescinded by the employer at any time up to 30 calendar days prior to the effective date.*

27.05 *In determining which teachers should be laid off from a school due to a reduction in teaching positions, the employer shall take into account:*

- a) skills and suitability to perform the duties of the remaining positions;*
- b) qualifications; and*
- c) seniority.*

27.06 *During the period after a layoff notice has been delivered, and before the effective date of the layoff, the teacher shall be provided with the opportunity to apply for posted vacancies for which the teacher possesses the required qualifications.*

27.07 *The expiry of a temporary appointment shall not be considered to be a layoff*

27.08 *The acceptance of a position by a teacher during the pre-layoff period nullifies the layoff notice.*

ARTICLE 28

SEVERANCE PAY

28.01 *The daily rate of pay for severance pay will be calculated on the basis of five (5) divided by 950 hours times the employee's basic salary according to Appendix "A", "B", "C" or "D" as appropriate.*

28.02 Lay-off

- 1671
- a) An employee who has more than 10 months of continuous employment and who is laid off is entitled to be paid severance pay at the time of layoff, ***subject to 28.02 (e) - (g) below.***
- b) In the case of an employee who is laid off for the first time following the signing of this agreement, the amount of severance pay shall be ten (10) days pay for the first five (5) years and five (5) days pay for each succeeding complete year of employment, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and fifty (150) days.
- 3" / 1.0
- c) In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement, the amount of severance pay shall be five (5) days for each completed year of continuous employment, less any period in respect of which the employee was granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and forty-five (145) days pay.
- 2/20
- d) In no case shall the total amount of severance pay exceed one hundred and fifty (150) days pay, regardless of the number of times an employee is laid off.
- e) ***A teacher who has been laid off shall be entitled either to claim severance pay pursuant to Article 28 or to claim recall rights pursuant to the provisions of the Education Act. The teacher will inform the employer in writing of his/her decision within 30 days prior to the effective date of the layoff provided for in article 27.04 above.***
- f) ***A teacher who claims severance pay is deemed to have declined employment in accordance with section 188 [c] of the Education Act.***
- g) ***A teacher who is not re-employed within two (2) years of the effective date of layoff may be eligible to claim the severance pay to which he/she would otherwise have been entitled as of the effective date of layoff, provided that the severance pay is claimed by notice in writing to the Public Service Commission within two (2) months following the expiry of the two-year period.***

28.03 Severance Pay on Resignation

- I')
- a) An employee who has five (5) or more years of continuous employment is entitled to be paid, from the employer severance pay equal to the amount obtained by multiplying the full-time equivalent of daily rate, by 2.5 on resignation by the number of full-time completed years of employment to a maximum of thirty-five (35) years. Part-time employment at any time during an employee's tenure of employment will be pro-rated for the calculation of pay under this Article. Upon resignation if the number of years when added for the purpose of the pay calculation results in a number of completed years and a fraction of another, where that fraction is less than .5 of a year the total number of years will be rounded down, where the fraction is .5 or more the number will be rounded up. It is understood that this rounding does not take place during each year of partial service but takes place only once in calculating the cumulative effect determining severance pay.
- b) *The period for which severance pay is payable under this clause shall be less any period in respect of which the employee has previously been granted severance pay under this article.*

28.04 Severance Pay on Retirement

- 4101'
- a) On termination of employment, an employee *who retires and is eligible for an immediate annuity or immediate allowance as defined* under the Public Service Superannuation Act shall be paid severance pay equal to the product obtained by multiplying five (5) times the equivalent of the full-time daily rate, by the number of full-time completed years of employment to a maximum of thirty-five (35) years, less any period in respect of which the severance pay was granted. Part-time employment of any time during an employee's tenure of employment will be pro-rated for the calculation of pay under this Article. It is understood that upon retirement the severance pay calculation shall be rounded off as described in Article 28.03.
- b) *The period for which severance pay is payable under this clause shall be less any period in respect of which the employee has previously been granted severance pay under this article.*

ARTICLE 29

YUKON BONUS

Preamble

The purpose of this Article is to provide a benefit to those employees who live and reside in the Yukon and remain in the employment of the employer.

An employee at the time of making an application for a Yukon Bonus must be employed by this employer and, in addition, the employee must have completed a minimum of one school year of continuous service with this employer.

29.01 Bonus Amount

There shall be a Yukon Bonus travel benefit of \$2,042 from which income tax may or may not be deducted, at the employee's option.

29.02 Bonus for returning employees

The Yukon Bonus provides a benefit to those employees who live and reside in the Yukon and, *other than those employees who retire*, remain in the employment of the employer. An employee who returns to work in the new school year and resigns within 30 days of its commencement is not entitled to a Yukon Bonus, *An employee who retires from the Public Service and who is eligible for an immediate annuity or immediate allowance as defined under the Public Service Superannuation Act will be entitled to an earned Yukon Bonus, provided the employee is employed up to and including the last school day in the school year for the school in which they are employed.*

29.03 Bonus payable after one of year of service

Subject to **29.04**, an employee who completes one school year of continuous service with the Yukon government shall be entitled to a Yukon Bonus which may be claimed at the end of the school year or within a 12 month period from the date upon which the employee becomes eligible for the Bonus.

29.04 Exception - initial qualifying period

An employee hired after September 20, 1993 must complete two initial school years of continuous service before being eligible to claim a Yukon Bonus which may be claimed at the end of the school year or within a 12 month period from the date upon which the employee completed the second school year of continuous service.

29.05 Bonus payable each year thereafter

For each full school year of continuous service subsequent to their initial qualifying period of service, an employee is entitled to a Yukon Bonus which may be claimed at the end of the school year or within a 12 month period from the date upon which the employee becomes eligible for the Bonus.

29.06 Part-time employees

A part-time employee shall be entitled to a Yukon Bonus pro-rated on the basis of instructional hours of continuous service worked.

29.07 Bonus not claimed is forfeit

An employee who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within the periods identified above will lose entitlement to the Bonus.

29.08 Bonus pro-rated for leaves of absence without pay

If an employee takes authorized leave without pay in excess of 30 consecutive calendar days, other than maternity, paternity, adoption, or educational leave, their Yukon Bonus will be reduced proportionally for each period of 30 consecutive calendar days of leave without pay that they take.

ARTICLE 30

TRAVEL BONUS

- 30.01 1. All full-time employees working in schools outside of Whitehorse shall be entitled to submit a claim once per school year to recover the cost of one (1) round-trip to Whitehorse at the mileage rate paid to an employee in accordance with the employer's current Interview and Relocation Expense Directive.
2. "Current" means the mileage rate in effect on the date the employee submits the claim to the Department and the "round-trip" shall be based on the official road mileage distance from the employee's community to Whitehorse return.
3. Employees in receipt of the Old Crow Allowance, pursuant to *Article 32*, shall not be entitled to claim a travel bonus under this Article.
4. A part-time employee shall receive the travel bonus pro-rated on the basis of instructional hours worked.

ARTICLE 31

COMMUNITY ALLOWANCE

31.01 Effective *September 1, 1997* employees assigned to a school located in a community listed below shall receive the annual community allowance indicated. The allowance shall be paid biweekly.

<i>a)</i>	<i>Carcross</i>	<i>\$ 510</i>
<i>b)</i>	<i>Haines Junction, Teslin, Carmacks</i>	<i>\$ 816</i>
<i>c)</i>	<i>Watson Lake, Dawson City, Faro</i>	<i>\$1,224</i>
<i>d)</i>	<i>Mayo, Ross River, Pelly Crossing Destruction Bay, Beaver Creek</i>	<i>\$1,734</i>

31.02 No employee will suffer a reduction in his/her current community allowance by reason only of signing this agreement. Employees who transfer from community to community will receive the appropriate community allowance as indicated in *Article 31.01*.

ARTICLE 32

OLD CROW ALLOWANCE

32.01 In addition to salaries, employees in Old Crow will *be paid* the following allowances *on a biweekly basis*:

- a) an Old Crow allowance of \$3,000 per annum;
- b) a freight allocation of \$1,400 per annum.

32.02 Upon application during the first year of employment in Old Crow, employees will receive a sum of money equivalent to one (1) economy return airfare ticket from Old Crow to Whitehorse plus one (1) economy one-way airfare ticket from Old Crow to Whitehorse.

32.03 Upon application during the second and subsequent continuous years of employment in Old Crow, employees will receive a sum of money equivalent to two (2) economy airfare tickets from Old Crow to Whitehorse.

ARTICLE 33

STAFF ACCOMMODATION

33.01 Before introducing a rental increase, the employer will give each teacher so affected at least three (3) month's advance notice of the effective date of the increase. The maximum percentage increase in rent for any 12 month period shall not exceed the percentage increase negotiated on the salary grid for that 12 month period.

33.02 **Forced Transfer to New Staff Accommodation in the Community**

Where the Yukon Housing Corporation replaces an existing staff unit of accommodation with a new unit of accommodation because the old staff accommodation has been disposed of or deleted from the Corporation's housing stock, the following conditions shall apply:

The teacher where practical, will receive six (6) months advance notice of the Yukon Housing Corporation's intention to replace or abolish the teacher's current staff accommodation and to build or provide new staff accommodation to replace the unit to be disposed of.

1stge

Upon the teacher's occupancy of the new unit of accommodation, the teacher shall pay his or her previous rent or all-inclusive rent (including utilities) as the case may be for a period of twelve (12) consecutive months from the date of occupancy of the new unit of accommodation, subject to the rental increase mentioned in paragraph one; and

2nd Stage

For the new twelve (12) consecutive months, the teacher shall pay the assigned comparative market rent for the new staff unit of accommodations less fifty-two dollars and fifty cents (\$52.50) per months. The teacher shall be responsible for the cost of utilities (fuel and electricity); and

3rd Stage

For the next twelve (12) months, the teacher shall pay the assigned comparative market rent for the new staff unit of accommodations less twenty-six dollars and twenty-five cents (\$26.25) per month and shall be responsible for the cost of utilities (fuel and electricity), and thereafter;

33.02 **Final Stage**

The teacher will pay full comparative market rent and the cost of utilities for the unit of accommodations the teacher occupies.

33.03 a) **Transferred from one Community to Another at Employer's Direction:**

Not Paying Comparative Market Rent

Where the employer transfers a teacher from one community to another and the teacher is required to occupy a different unit of accommodation, the teacher shall be protected at the teachers former all-inclusive rent (including utilities), if applicable, subject to the rental increase mentioned in paragraph one, until such time as the former accommodation is replaced by a new staff unit of accommodation, and the teacher would have been subject to the phase-in program for comparative market rent due to a forced transfer. The teacher will then proceed to be phased into comparative market rent for the unit now occupied, in accordance with the above four stages.

b) **Paying Comparative Market Rent:**

Where the employer transfers a teacher from one community to another and the teacher is required to occupy a different unit of accommodation the teacher shall be protected at the teacher's former basic shelter rent for a period of twelve (12) months from the date of occupancy, unless upon transfer, the teacher goes to a unit of accommodation that has a basic shelter rent less than the former rate. The teacher will be required to continue paying the cost of utilities. After the initial twelve (12) months of occupancy, the teacher shall be phased into the higher comparative market rental rate in stages agreed to by the Staff Accommodation Committee.

ARTICLE 34

JOINT CONSULTATION

34.01 a) A Joint Consultation Committee shall be established consisting of two representatives of the Association and two representatives appointed by the employer, to consider matters related to the application of the salary schedules, payment of salaries, educational leave, professional improvement and other matters of mutual interest to the parties.

- 34.01 b) Subject to limitations imposed by statute, the conventions and practices of the Legislative Assembly and Cabinet, the employer agrees to consult with the Association on new policies and directives prior to their implementation if such policies and directives affect members of the bargaining unit in their employment relationships.
- c) *Prior to the department revising or canceling its Staffing Protocol, the Association will be given a reasonable opportunity to consult with the department on its intent to revise or cancel the protocol. This opportunity to consult shall be provided to the Association as early as possible in the review process. A copy of the protocol which is revised by the department will be provided to the Association prior to its implementation date.*

ARTICLE 35

PREPARATION TIME

35.01 Definitions

- a) “Instructional time” is defined as the annual number of instructional hours specified in Section 46 of the Education Act (935 hours).
- b) “Preparation time” is defined as those instructional hours during which the teacher is not required to be in contact with the students for the purpose of instruction or supervision.
- c) For the purpose of this Article “teacher” also includes Specialist Teachers, Learning Assistance Teachers, Program Implementation Teachers and Teacher Librarians.
- 35.02 a) Effective September 1, 1993, teachers shall be entitled to a minimum of 30 minutes a day of their total instructional time when averaged over the school year to be used as preparation time.
- b) Such time shall be taken in blocks of no less than 20 minutes duration.
- c) This time may be used for conferencing, consultation and collaborative planning where mutually agreeable to the employee and employer.

ARTICLE 36

CLASS SIZE

36.01 Objective

It is the employer's objective to ensure class sizes that are conducive to an effective learning situation.

36.02 Maximum Size

Where possible to do so, classes will be established by the end of September each year. Maximum size for regularly scheduled classes shall be:

<i>Kindergarten</i>	<i>20 pupils</i>
<i>Grades 1 to 3</i>	<i>23 pupils</i>
<i>Grades 4 to 9</i>	<i>26 pupils</i>
<i>Grades 10 to 12</i>	<i>28 pupils</i>
<i>I.E. or Home EC.</i>	<i>16 pupils</i>

36.03 Safety

Where safety is a factor, the number of pupils in a laboratory, shop, or other **specialized** classroom shall not exceed the number for which the facilities were designed.

36.04 Remedy

The school and/or the employer are expected to take action to address a class size situation when the guidelines are exceeded by:

- a) Three (3) pupils in classes K to 12.
- b) *Two (2) pupils in a laboratory or shop where safety is not a factor.***
- c) Notwithstanding (a) and (b) above, in the case of multigrade classrooms, the maximums are not to be exceeded by more than one student.

36.05 Assistance

The assistance provided when the guidelines are exceeded shall be determined in consultation with the principal. If it is not possible to reduce the class size to the guideline, the assistance shall be in the form of additional school staff unless other arrangements are mutually agreed to **by** the teacher, the principal and the employer.

36.06 **Appeal**

In the event that actions taken by either the school or the administration do not resolve the situation, either party may refer the matter to the grievance procedure in the collective agreement.

ARTICLE 37

EXTRA CURRICULAR ACTIVITIES

37.01 Definition

“Extra Curricular Activities” are defined as those activities which occur outside regular school hours or beyond Yukon curricula and programs.

37.02 Both parties encourage participation in extra curricular activities as an important aspect of school life and student development.

37.03 While the employer and the Association recognize that extra curricular activities may be an important aspect of a pupil’s life and that it is desirable that employees be involved in them, all participation by Association members in these activities is voluntary.

ARTICLE 38

STAFF MEETINGS

38.01 Employees shall not be required to attend staff meetings:

- a) on weekends, holidays or other days when school is not in session;
- b) during lunch break, unless agreed to by all *those employees affected*.

38.02 However, both parties recognize that staff meetings prior to the commencement of a school term are beneficial.

38.03 One week notice of regular staff meetings shall be given, including an agenda of items to be considered.

38.04 All employees shall have the right to place items for consideration on the staff meeting agenda.

ARTICLE 39

HEALTH AND SAFETY

39.01 The employer, the Association and the employees agree to work together to ensure the occupational health and safety of all employees as outlined in the Yukon Occupational Health and Safety Act, as amended from time to time. Employees shall refer all such matters to the school principal who shall in turn, refer them to the school Safety Committee or Safety Representative.

- 39.02 a) *For the purposes of this article, violence means any physical action attempted or carried out which could cause physical pain, injury or fear for personal safety in another person. Threat of violence means any words which could cause a person reasonably to believe that violence would occur.*
- b) *The Association and the employer agree that it is in the best interest of all concerned to work toward ensuring a safe environment which is free from violence and threat of violence. To this end, the Association and the employer shall continue to cooperate in the promotion of safe working and learning conditions.*
- c) *The Association and the employer agree to continue their efforts in the establishment, implementation and maintenance of effective measures for violence prevention and protection in the school.*
- d) *The employer considers any act of violence or threat of violence on school property or at school-sponsored activities to be a serious threat to the school environment and to the safety of both students and staff. The employer shall take appropriate action pursuant to the provisions of the Education Act.*
- e) *The Department agrees to make its best efforts to inform school-based staff on a need-to-know basis of appropriate information concerning students who have a history of violent behaviour.*
- f) *In the determination of a placement for a student who has a history of violent behaviour, the employer shall give consideration to previous violence perpetrated by the student against employees.*

ARTICLE 40

17/1

SEXUAL HARASSMENT

40.01 The Association and the employer recognize the right of employees to work in an environment free from sexual harassment. The employer undertakes to discipline any employee who engages in the sexual harassment of an employee.

ARTICLE 41

7/1

NO DISCRIMINATION

41.01 Both parties agree that there will be no discrimination against any person on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether she/he has children or because he/she is participating in the activities of the Association, carrying out duties as a representative of the Association or involved in any procedure to interpret or enforce the provisions of the collective agreement.

ARTICLE 42

PERSONNEL FILES

42.01 Personnel files shall be in the custody of the Public Service Commission and shall not be accessible to other than appropriate administrative officials *of the Department of Education or school board.*

42.02 The personnel file for each teacher shall be maintained at the Public Service Commission office. Any files relating to a teacher shall be consolidated when the teacher leaves.

42.03 a) *At the written request of an employee, any formal disciplinary notice placed on the employee's personnel file in the Public Service Commission may be removed from the file provided that the employee has attained a clear work record for five (5) years from the date of the notice. The employer agrees not to place on an employee's file a letter of complaint from a member of the public unless it forms part of a formal disciplinary notice.*

b) *Disciplinary notices removed from the file under (a) above will be placed in a sealed envelope and left in a separate file that may only be opened by the employee or by the Director or an Advisor of the Staff Relations Branch of the Public Service Commission.*

42.03 c) *Article 42.03 does not apply to documentation that is part of a formal performance evaluation, that is related to any pending disciplinary action, or that is related to an action which compromises the safety or well-being of students.*

42.04 *The employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.*

ARTICLE 43

TECHNOLOGICAL CHANGE

43.01 In this Article, “technological change” shall mean:

- a) the introduction by the employer into its workplace of any equipment or material of a different nature or kind than that previously in use; or
- b) a change in the manner in which the employer requires an employee to carry on his/her work, that is related to the introduction of that equipment or material.

43.02 If the employer introduces a technological change that will have a direct negative impact on any member of the bargaining unit:

- a) The employer will provide one hundred and twenty (120) days advance written notice of the technological change to the Association. The notice shall describe the nature of the technological change, the proposed date on which it will take effect, and the number of employees who will be affected as a direct result of the technological change.
- b) The employer will, upon the request of the Association, meet with the Association as soon as possible after providing the above notice in order to discuss the technological change. If requested in writing by the Association, the employer will provide the Association with a written description of the technological change, the purpose of the technological change, and the name of the employees, if known, who will be affected as a direct result of the technological change.

43.03 Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Understanding between the parties. Such Letters of Understanding between the parties shall have the same effect as the provisions of the existing agreement and shall be subject to the grievance procedure pursuant to the Education Act. Such agreements may include among other things:

- 2 c
D 11
- a) the provision of training or retraining to one or more employees; or
 - b) the transfer or reassignment of employees to other assignments.

ARTICLE 44

NO STRIKES/LOCKOUTS

44.01 During the term of the collective agreement, the bargaining agent shall not declare or authorize, and the officers or representatives of the bargaining agent shall not counsel or procure the declaration or authorization of, a strike of employees or the participation of employees in a strike of employees in the bargaining unit to which the collective agreement relates.

44.02 During the term of the agreement, no person employed in a managerial capacity, whether or not acting on behalf of the employer, shall cause, counsel or procure a lockout of any employees in the bargaining unit to which the agreement relates.

ARTICLE 45

DEFERRED SALARY LEAVE PLAN

45.01 In accordance with the terms of the plan, employees are eligible to apply for the Deferred Salary Leave Plan. Copies of the plan may be obtained from the Superintendent of Education or the Yukon Teachers' Association. The Department of Education will make available four (4) openings in the Deferred Salary Leave Plan each year.

ARTICLE 46

YUKON TERRITORIAL EXAMINATIONS

46.01 In addition to basic salary in accordance with Appendix "A", Schedule I, a teacher assigned to an examination writing team for the preparation of Yukon territorial examinations shall be entitled to receive an allowance of \$500 effective April 1, 1997.

ARTICLE 47

REOPENER OF AGREEMENT

47.01 This agreement may be amended by mutual consent between the employer and the Association.

ARTICLE 48

DURATION AND RENEWAL

48.01 The duration of this agreement shall be from the 1st of July, 1996 to the 30th day of June, 1998.

Appendix "A"
Schedule I

Pay Grid c h e r					
Effective September 1, 1997					
0.25% Increase to Salaries and Grid					
Years of Experience	Category II	Category III	Category IV	Category V	Category VI
0	32,159 1,236.88	36,567 1,406.42	42,757 1,644.50	46,013 1,769.73	47,580 1,830.00
1	33,525 1,289.42	38,142 1,467.00	44,771 1,721.96	48,063 1,848.58	49,660 1,910.00
2	34,887 1,341.81	39,714 1,527.46	46,783 1,799.35	50,101 1,926.96	51,733 1,989.73
3	36,251 1,394.27	41,287 1,587.96	48,797 1,876.81	52,148 2,005.69	53,810 2,069.62
4	37,613 1,446.65	42,860 1,648.46	50,810 1,954.23	54,193 2,084.35	55,887 2,149.50
5	38,979 1,499.19	44,433 1,708.96	52,824 2,031.69	56,240 2,163.08	57,965 2,229.42
6	40,342 1,551.62	46,005 1,769.42	54,836 2,109.08	58,285 2,241.73	60,042 2,309.31
7	41,707 1,604.12	47,580 1,830.00	56,850 2,186.54	60,331 2,320.42	62,118 2,389.15
8	43,070 1,656.54	49,155 1,890.58	58,865 2,264.04	62,378 2,399.15	64,195 2,469.04
9	44,433 1,708.96	50,725 1,950.96	60,883 2,341.65	64,422 2,477.77	66,269 2,548.81
10	45,797 1,761.42	52,301 2,011.58	62,895 2,419.04	66,470 2,556.54	68,350 2,628.85

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Appendix "A"
Schedule I

Teacher Pay Grid Effective April 1, 1998 0.75% Increase to Salaries and Grid					
Years of Experience	Category II	Category III	Category IV	Category V	Category VI
0	32,400 1,246.15	36,841 1,416.96	43,078 1,656.85	46,358 1,783.00	47,937 1,843.73
1	33,776 1,299.08	38,428 1,478.00	45,107 1,734.88	48,423 1,862.42	50,032 1,924.31
2	35,149 1,351.88	40,012 1,538.92	47,134 1,812.85	50,477 1,941.42	52,121 2,004.65
3	36,523 1,404.73	41,597 1,599.88	49,163 1,890.88	52,539 2,020.73	54,214 2,085.15
4	37,895 1,457.50	43,181 1,660.81	51,191 1,968.88	54,599 2,099.96	56,306 2,165.62
5	39,271 1,510.42	44,766 1,721.77	53,220 2,046.92	56,662 2,179.31	58,400 2,246.15
6	40,645 1,563.27	46,350 1,782.69	55,247 2,124.88	58,722 2,258.54	60,492 2,326.62
7	42,020 1,616.15	47,937 1,843.73	57,276 2,202.92	60,783 2,337.81	62,584 2,407.08
8	43,393 1,668.96	49,524 1,904.77	59,306 2,281.00	62,846 2,417.15	64,676 2,487.54
9	44,766 1,721.77	51,105 1,965.58	61,340 2,359.23	64,905 2,496.35	66,766 2,567.92
10	46,140 1,774.62	52,693 2,026.65	63,367 2,437.19	66,969 2,575.73	68,863 2,648.58

For the purposes of this schedule, allowance means compensation payable for the performance of special or additional duties.

I. Principals and Vice-Principals Allowances

In addition to the basic salary, each Principal shall be paid an annual administrative and supervisory allowance as follows:

Effective September 1, 1997:

Basic Allowance:

Determined by the category of the school, criteria based on number of programmes supervised - a) Primary and/or Intermediate, or b) Junior High and/or Senior High.

Category 1	(1 programme)	\$4,080
Category 2	(2 programmes)	\$5,100

Supervisory Allowance:

Based on the actual number of professional staff (teachers) and paraprofessional staff (educational assistants, remedial tutors, native language instructors) supervised, up to and including a maximum of 42 on the regular¹ staff of the school, as follows:

2 - 6 Professionals & Paraprofessionals	\$530/year/employee
7 - 18 Professionals & Paraprofessionals	\$490/year/employee
19 - 42 Professionals & Paraprofessionals	\$402/year/employee

The allowance payable to a Vice Principal shall be 50% of the allowance paid to the Principal of that school.

2. Residence Headmaster Allowance:

In addition to the regular salary the Headmaster of Gadzoosda Residence will be paid the basic administrative allowance for a Category 1 School.

¹ "regular" *in this context refers to the staff assigned to the school, prior to the end of September, for the duration of the school year.*

3. **Department Heads:**

Department Heads shall receive an allowance as follows:

Effective	Major Head (4 or more teachers in the same or related subject areas)	Minor Head (2 - 3 teachers in the same or related subject areas)
September 1, 1997	1,889	1,079

4. **Teen Parent Centre**

In addition to basic salary, the Teacher-Director of the Teen Parent Centre will be paid a Department Head (Major Head) allowance.

Remedial Tutors Pay Grid Effective September 1, 1997 - December 31, 1997 0.25% Increase to Salaries and Grid				
Years of Experience	Level 1	Level 2	Level 3	Level 4
0	18.76	19.08	19.71	20.34
1	19.08	19.71	20.34	20.99
2		20.34	20.99	21.61
3			21.61	22.25
4			22.25	22.90
5				I 23.52
6				24.16
7				24.80

- Level 1 Less than High School graduation.
- Level 2 High School graduation or equivalent standing.
- Level 3 High School graduation or equivalent standing, and two pertinent post secondary courses.
- Level 4 Completion of *Exceptionalities Worker Program and Educational Assistants Course* offered by the Department of Education, or completion of two years of university.

Tutor/Education Assistant Pay Grid Effective January 1, 1998 (Amalgamation of Tutor & EA Grids)				
Years of Experience	Level 1	Level 2	Level 3	Level 4
0	23,359	23,757	24,541	25,324
1	23,757	24,541	25,324	26,135
2		25,324	26,135	26,918
3			26,918	27,700
4			27,700	28,510
5				29,293
6				30,089
7				30,873

- Level 1 Less than High School graduation.

- Level 2 High School graduation or equivalent standing.

- Level 3 High School graduation or equivalent standing, supplemented with one year post-secondary training in one of the following *related* fields *or programs of study*:
 - Exceptionalities Worker Program***
 - Special Education
 - Teacher Education
 - Early Childhood Education
 - Social Services
 - Medical Services

- Level 4 Completion of two years post secondary training in one of the related fields above.

Tutor/Education Assistant Pay Grid Effective April 1, 1998 0.75% Increase to Salaries and Grid				
Years of Experience	Level 1	Level 2	Level 3	Level 4
0	23,534	23,935	24,725	25,514
1	23,935	24,725	25,514	26,331
2		25,514	26,331	27,120
3			27,120	27,908
4			27,908	28,724
5				29,513
5				30,315
7				31,105

- Level 1 Less than High School graduation.
- Level 2 High School graduation or equivalent standing.
- Level 3 High School graduation or equivalent standing, supplemented with one year post-secondary training in one of the following related fields or programs of study:
 - Exceptionalities Worker Program
 - Special Education
 - Teacher Education
 - Early Childhood Education
 - Social Services
 - Medical Services
- Level 4 Completion of two years post secondary training in one of the related fields above.

Aboriginal Language Teachers Pay Grid Effective September 1, 1997 .25% Increase to Salaries and Grid			
Step	Category II	Category III	Category IV
0	30,628	34,827	40,721
1	31,930	36,326	42,637
2	33,225	37,821	44,555
3	34,525	39,321	46,473
4	35,822	40,817	48,389
5	37,123	42,319	50,309
6	38,419	43,813	52,224
7	39,721	45,315	54,143

Aboriginal Language Teachers Pay Grid Effective April 1, 1998 0.75% Increase to Salaries and Grid			
Step	Category II	Category III	Category IV
0	30,858	35,088	41,026
1	32,169	36,598	42,957
2	33,474	38,105	44,889
3	34,784	39,616	46,822
4	36,091	41,123	48,752
5	37,401	42,636	50,686
6	38,707	44,142	52,616
7	40,019	45,655	54,549

Instructors not completing Yukon College Aboriginal Language Teachers' Program will be paid at 80% of the Step 0 rate.

Education Assistant Pay Grid Effective September 1, 1997 0.25% Increase to Salaries and Grid				
Years of Experience	Level 1	Level 2	Level 3	Level 4
0	23,359	23,757	24,541	25,324
1	23,757	24,541	25,324	26,135
2		25,324	26,135	26,918
3			26,918	27,700
4			27,700	28,510
5				29,293
6				30,089
7				30,873

- Level 1 Less than High School graduation.

- Level 2 High School graduation or equivalent standing.

- Level 3 High School graduation or equivalent standing, supplemented with one year post-secondary training in one of the following fields:
 - Special Education
 - Teacher Education
 - Early Childhood Education
 - Social Services
 - Medical Services

- Level 4 Completion of two years post secondary training in one of the related fields above.

LETTER OF UNDERSTANDING

TRANSFER CONDITIONS

The parties agree to develop a mutually agreeable procedure for staffing vacant positions when a transfer may be involved, including school administration positions.

The parties further agree to develop mutually acceptable conditions which will apply to teacher transfers whether initiated by the employer or the teacher.

Agreement reached between the parties will form an amendment to the 1993 - 94 collective agreement, replacing this Letter of Understanding and forming a separate article in the collective agreement.

LETTER OF UNDERSTANDING

RE: PENSION PLAN FOR PART-TIME EMPLOYEES

The employer shall grandfather in a registered retirement savings plan-based pension plan, pursuant to the terms of this Letter, those part-time employees who prior to July 4, 1996 elected not to participate in the Public Service Superannuation Plan.

The plan will accommodate matching employee-employer contributions to a maximum of 6.5% of basic regular salary, and will offer vesting after two years of participation by the employee.

Continuing participation in the plan will be mandatory until such time as the employee is no longer ineligible for coverage under the Public Service Superannuation Act.

The plan will not accommodate voluntary contributions during leaves of absence without pay.

7/5 8/2
8/) 4.0 4.0 530 530 (6.5%)
66 210 in plan
55,000/

LETTER OF UNDERSTANDING

EXAMINATION MARKERS

Teachers who are selected to act as final examination markers by the BC Ministry of Education are eligible for Government of Yukon travel and subsistence expenses. Applications for this assistance must be forwarded to the Yukon Department of Education by June 15th.

LETTER OF UNDERSTANDING

INSTRUCTIONAL HOURS

The parties agree that the terms and conditions of this agreement were negotiated on the basis of 950 school hours (i.e. 190 school days). If the number of instructional hours changes the parties agree to meet and discuss the impact on the various clauses in the agreement.

LETTER OF UNDERTAKING

SCHOOL COUNCIL MEETINGS

The parties agree that after one year of school council operation, a joint assessment of demands on principals to attend meetings will be made to determine whether or not excessive time requirements exist. The joint assessment may result in a negotiated Letter of Understanding which will form part of the collective agreement.

LETTER OF UNDERSTANDING

GRIEVANCE ADMINISTRATION

Preamble

The bargaining parties recognize that there exist a number of grievance and appeal routes under the collective agreement and the Education Act, and that these procedures where activated simultaneously can give rise to crossing jurisdictions, duplication of process and inefficiency in resolving grievances. In a desire to provide one comprehensive process to handle grievances that are based in both the Education Act and the collective agreement, the parties have agreed to the following Letter of Understanding.

Letter of Understanding: Grievance Administration

In order to avoid duplication of process in administering grievances under section 254 of the Education Act, article 10 of the collective agreement, and section 255 of the Education Act, the parties agree to the following understanding:

- 1. In matters of grievance alleged to have arisen under both the Education Act and the collective agreement, the Association and the Public Service Commission agree to determine mutually on a case-by-case basis whether the grievances may be combined and processed under the grievance procedure contained in Article 10 of the collective agreement.*
- 2. Where agreement is reached to process the grievances under the collective agreement, the parties agree further that at each level of the grievance procedure and at the adjudication level, the grievance officer or adjudicator will be granted authority by the parties to determine any portion of the grievance alleged to have arisen under the Education Act.*
- 3. Where a grievance or portion of grievance processed under the terms of this Letter is subsequently referred for disposition under section 254 of the Education Act, this Letter will be deemed terminated immediately and shall not be relied on for the continuing disposition of grievances under its authority.*

Letter of Understanding: Grievance Administration

- 4. Agreement to process grievances under the terms of this Letter does not indicate concurrence with the merits or arbitrability of any grievance.*
- 5. As a general proposition, it is understood that the employer will not agree to process grievances under the terms of this Letter where section 167 of the Education Act is the sole violation alleged under the Act.*

Note: In anticipation of a review of the provisions of the Education Act, it is understood that this process is adopted as an interim measure only, and is not to be taken as an agreement by the Employer to include in the collective agreement any provision currently found in the Education Act.

REVISED AND/OR EXPIRED ARTICLES

In the amalgamation of the 1996-98 collective agreement with the provisions of the language negotiated at the table, as well as those of the arbitration award, it became apparent that a number of articles were revised or expired at different effective dates during the life of the agreement. Except where specified below, new or revised provisions came into effect on the date of the arbitration award (October 31, 1997). Rather than produce both the former and the new versions of the language in this document, the following list identifies only those provisions which were revised on a date other than October 31, 1997. Readers should refer to the previous collective agreement for earlier versions of language.

<u>Provision Revised</u>	<u>Effective Date</u>
• Article 11.04 (new 12.04)	September 1, 1997 ²
• Article 14.03 (new 15.03)	September 1, 1997
• Article 14.08 (new 15.08)	September 1, 1997
• Article 19.04 (new 20.04)	September 1, 1997
• Article 20.01 (new 21.01)	September 1, 1997
• Article 21 (new 22)	March 21, 1997
• Article 27.01 (new 28.01)	September 1, 1997
• Article 27.04 (new 28.04)	September 1, 1997
• Article 28.04 (new 29.02)	September 1, 1997
• Article 20 (new 31)	September 1, 1997
• Salary grids (all categories)	September 1, 1997
• Amalgamated tutor/educational assistant grid (with revised qualifications)	April 1, 1998
	January 1, 1998

<u>Expired provisions</u>	<u>Date of Expiry</u>
• Letter of Understanding: Pay Distribution	September 1, 1997
• Salary Schedules:	
Appendix A: Teachers (from July 1, 1996)	August 31, 1997
Appendix B: Remedial Tutors (from July 1, 1996)	August 31, 1997
Appendix C: Aboriginal Languages Teachers (from July 1, 1996)	August 31, 1997
Appendix D: Educational Assistants (from July 1, 1996)	August 31, 1997

² September 1, 1997 shall be either September 1, 1997, or the commencement of the 1997-98 school year, whichever occurred earlier.