

COLLECTIVE AGREEMENT

BETWEEN

THE
GOVERNMENT
OF YUKON

AND

THE
YUKON
TEACHERS'
ASSOCIATION

EFFECTIVE JULY 1, 2009 TO JUNE 30, 2012

05196 (12)

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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 **excellence** 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 Education Labour Relations 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;
 - 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) "Daily rate of pay" means an employee's daily rate calculated on the basis of five (5) divided by 950 hours times the employee's basic salary plus administrative or supervisory allowances, according to Appendix "A", "B", or "C".

- 2.01 h) “Deputy Minister” means a member of the public service responsible for the administration of the Department of Education and includes his/her designate;
- i) “Educational Assistant” means a member of the Bargaining Unit other than a Teacher, Remedial Tutor, or Aboriginal Languages Teacher;
- j) “Educational Leave” means authorized leave for study purposes not to exceed one year’s duration;
- k) “employee” means a member of the Bargaining Unit;
- l) “employer” means the Government of Yukon;
- m) “Grievance” means a complaint in writing presented in accordance with the Education Labour Relations 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;
- n) “Leave of Absence” means authorized permission to be absent from duty;
- o) “May” shall be regarded as permissive, “Shall” and “Will” as imperative, and “Should” as informative only;
- p) “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;
- q) “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;
- r) “Principal” means a teacher who is appointed or designated to be a principal pursuant to the Education Act;
- s) “Remedial Tutor” means a member of the Bargaining Unit other than a Teacher, Educational Assistant or Aboriginal Languages Teacher;
- t) “Representative” means an employee who has been elected or appointed to represent the Association;
- u) “Rural School” includes all schools outside Whitehorse City limits except Golden Horn Elementary School;
- v) “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.

- 2.01 (v) It is agreed that a common-law spouse will be covered by any benefit plan provided for in this collective agreement to the extent that the plan provides coverage for a spouse.
- w) “Substitute Teacher” means a teacher employed to replace a teacher who is temporarily absent from regular duties;
- x) “Superintendent” means the Superintendent of Schools appointed by the Minister and assigned duties pursuant to the Education Act. For the purpose of this Agreement, references to the Superintendent include other members of management to whom the Superintendent has delegated his/her responsibilities and authorities specified in this Agreement;
- y) “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;
- z) “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
- b) If defined in the Education Labour Relations Act or in the Regulations made thereunder, have the same meaning as given to them in that Act and pursuant Regulations; and
- c) 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 64 or 120 of the Education Labour Relations 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;

- 7.02 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, Arbitration and Conciliation Hearings:**

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

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 31st. The leave granted the President shall be without pay. For all purposes except salary the President shall be treated as if he/she was not on leave.
2. Where an employee has been granted leave in 7.07 (1), such leave shall be with pay, provided that the Association shall pay to the Employer an amount equal to the compensation the employee would have received if continuing in the employee's regular assignment. Payment shall be made on receipt of quarterly invoicing. 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.

- 7.07 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 with pay at the cost of a substitute teacher 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 with pay at the cost of a substitute teacher 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 from the biweekly pay of all employees. The Association shall inform the employer in writing of the authorized biweekly deductions to be checked off.
- 8.02 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.
- 8.03 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.
- 8.04 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.
- 8.05 The employer agrees to enter the respective amounts deducted according to clause 8.01 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, the Education Labour Relations 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 **November 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
 - h) **employee's enrolment in insured benefits plans (dental and health), and designated beneficiary.**

- 9.12 The Employer will provide the Association with all class size information including the number of students with IEPs in all classes for all schools. This information shall be provided by October 15 for all schools, and, in the case of semestered secondary schools, by March 15 for the second semester.

ARTICLE 10

GRIEVANCE PROCEDURE

Grievance Procedure Guidelines

- 10.01 An employee or group of employees may present a grievance in accordance with Section 63 of the Education Labour Relations Act and in the manner prescribed in this Article. The Association may present a grievance in accordance with Article 68 of the Education Labour Relations Act and in the manner prescribed in this Article.
- 10.02 An employee must be represented by the Association in any grievance arising out of the Collective Agreement. An employee has the right to be represented by the Association at all levels of the grievance process, whether or not the matter arises out of the Collective Agreement.
- 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) The employer's decision at each level shall be provided to the Association at the same time it is conveyed to the employee.
- 10.04 A grievance shall not be deemed to be invalid by reason only of the fact that it is not presented in accordance with the forms supplied by the employer.
- 10.05 The parties to the dispute may waive any level of the grievance process by mutual agreement.
- 10.06 There shall be full disclosure by the parties of all facts and considerations pertinent to the grievance at each and every level of the grievance process.
- 10.07 A grievance that is not presented within the prescribed time limits shall be deemed to be abandoned, unless the prescribed time limits could not be met due to circumstances beyond the employee's control.
- 10.08 If the employer does not fulfill its responsibilities for the grievance process within the prescribed time limits, the grievance may be presented at the next level.
- 10.09 An employee or the Association, as applicable, may abandon a grievance by written notice to the employer.

Individual and Group Grievances

10.10 An individual or group grievance shall be processed by recourse to the following levels:

- (a) Complaint Level – Where practical, an employee with a complaint should request a meeting to discuss the complaint or difference with the first level of supervision (not below the level of Principal) within the Department of Education most closely responsible for the decision or action in dispute. The employee shall request the problem-solving meeting not later than ten (10) instructional days after the date on which the employee becomes aware of the circumstances giving rise to the complaint.

Within five (5) instructional days of receiving a request for a meeting to discuss a complaint, the employer representative shall schedule a problem-solving meeting with the employee to discuss, and to attempt to resolve, the matter in dispute. The problem-solving meeting is to be held within ten (10) instructional days of the receipt of the request for a meeting.

- (b) Grievance Level – If the complaint is not resolved to the satisfaction of the employee within five (5) instructional days of the meeting, the employee has an additional ten (10) instructional days to present a written grievance to the next level of supervision within the Department of Education above the employer representative at the Complaint Level.

Within five (5) instructional days of receiving a grievance, the employer representative shall schedule a problem-solving meeting with the employee to discuss the complaint or grievance. The problem-solving meeting is to be held within twenty (20) instructional days of the receipt of the grievance at the applicable level.

The employer representative shall respond to the grievance in writing within ten (10) instructional days of the problem-solving meeting.

Association Grievances

10.11 The Association shall present policy grievances to the Staff Relations Branch of the Public Service Commission for investigation not later than ten (10) instructional days after the date on which the Association becomes aware of the circumstances giving rise to the complaint.

If the grievance is not resolved during the investigation stage, the Staff Relations Branch shall provide a report on the grievance to Public Service Commissioner, with a copy to the Association. The Public Service Commissioner shall meet with the Association within sixty (60) instructional days of the presentation of the grievance to discuss the grievance and the grievance report. The Public Service Commissioner shall provide the employer's final response to the grievance within twenty (20) instructional days of this meeting.

Referral to Adjudication

10.12 When a grievance is referred to adjudication in accordance with Sections 64 to 76 of the Education Labour Relations Act, the employee or Association must notify the employer of the referral in writing not later than twenty (20) instructional days after the receipt of the decision at the final level of the grievance process.

ARTICLE 11

DISCIPLINE

- 11.01 In instances of discipline or dismissal, the parties agree that the following principles will be followed:
- a) **when an employee is required to attend a meeting, the purpose of which is an investigation which may result in formal discipline concerning him/her or the purpose of which is to render formal discipline concerning him/her, the employee is entitled, at his or her request, to be represented by a member and/or designate of his/her Association;**
 - b) **where practicable, the employee shall receive a minimum of one (1) calendar day's notice of such a meeting;**
 - c) the employee concerned has the right to be represented by a member and/or designate of his/her Association;
 - d) the employee is entitled to the written reasons for the employer's decision;
 - e) 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;
 - f) the circumstances giving rise to the discipline will not be released to the public except by mutual agreement or unless circumstances dictate;
 - g) the rules of natural justice apply;
 - h) 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 funding for training and development activities related to professional growth, curriculum implementation, and other priorities, as determined and approved annually by the Joint Trust Management Committee.
 2. The employer will contribute **\$412,000** to the Professional Development Fund annually. These contributions include the employer's share of funding a half-time Professional Development Coordinator pursuant to article 12.01.4(1).
 3. The Professional Development Fund shall be administered as though it were a Trust Fund.

- 12.01 4. (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 is funded equally by the YTA and the employer.
- (2) Funding arrangements for the Coordinator will be as provided for the Association President in Article 7.07.
5. Any amount remaining in the professional development account at the end of the school year, including funds allocated but not expended, shall be retained in the account.
6. 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.
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 a) 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.

- 12.03 b) When an employee takes Professional Development leave under Article 12 or Association Business Leave under Article 7.05, 7.08, or 7.09 a charge will be made to the Professional Development Fund of the Yukon Teachers' Association at the middle rate established in the Substitute Personnel Regulation. Substitute personnel charges will not be made where the Association advises the Department in writing that no substitute personnel was required.
- 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", or "C".
- 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.
- 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.
- 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.
- 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 Educational Assistants are entitled to be paid for services rendered in accordance with Appendix "B". Aboriginal Language Teachers shall be paid for services rendered in accordance with Appendix "C".
- 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.
- 14.04 **Pay Periods**
- a) All employees shall be paid biweekly beginning the first payday in September and continuing on every alternate Wednesday, or in accordance with mutual agreement between the employer and the Association. **Commencing the 2010 – 2011 school year, employees of schools opening in the week of Discovery Day, shall be paid the last payday in August.**
- b) All permanent employees shall be paid the balance of their salary, less one-pay cheque on the last payday which falls within the school year. The final pay cheque less any necessary deductions shall be paid on the following scheduled payday.
- 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) cumulative 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. Acting appointments will not be made for periods of less than one-half (1/2) of an instructional day.
- 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.

- 14.05 c) When a vice-principal is appointed by the Superintendent to act in the absence of a principal for a period of more than ten (10) consecutive instructional days, the vice-principal shall be entitled to receive a principal's allowance instead of a vice-principal's allowance for the duration of the absence.

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 when school is not in session (outside of the 950 hours of instruction) at the request of the employer, shall be paid 1/190 times the employee's annual salary for each day of work, in accordance with Appendix "A", Schedule I, **with ½ day being the minimum amount payable.**
- b) A Teacher who is in receipt of an allowance in accordance with Appendix "A", Schedule II, and who agrees to render service when school is not in session (outside of the 950 hours of instruction) 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 1/190 times the employee's annual salary for each day of work in accordance with Appendix "A", Schedule I, **with ½ day being the minimum amount payable.**
- (c) A teacher working as a counsellor at a secondary school, who is required, with the approval of the Director of Learning, to provide educational services during the vacation period immediately prior to the beginning of a school year shall be paid 1/190 times the employee's annual salary for each day of work in accordance with Appendix "A", Schedule I, to a maximum of four (4) instructional days per year. Part-time counsellors are entitled to be paid for services rendered pro-rated on the basis of instructional hours worked per day.

ARTICLE 15

APPLICATION OF PAY GRIDS

- 15.01 A Teacher's placement on the salary schedule in Appendix "A", Schedule I or the Category II or III salary grid retained by the Secretary to the Teacher Qualification Board 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) Category V Plus is an intermediate step between Category V and VI. Eligibility for this category, as determined by the Department of Education, requires the successful completion of 30 approved credits, all acquired after January 1, 2006, in a relevant curriculum content area, or educational area such as curriculum and the methodology of instruction, assessment, multi-cultural education or, special education.

15.02 **Experience Evaluation:**

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

Related Experience:

2. 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.

15.03 **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) full-time equivalent months of employment worked during a school year;
- b) a minimum of eight (8) full-time equivalent months of employment worked 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;
- d) a minimum of eight (8) full-time equivalent months of employment worked in any consecutive four year period;**

or:

- e) a combined minimum of eight (8) full-time equivalent months of employment worked on either side of an authorized period of leave.**

15.04 **Increment Dates:**

1. An employee's anniversary date for an experience increment shall be the first day of the school year and every year thereafter, except

- 15.04 2. Where, **on initial hire**, an employee has not completed a minimum of eight (8) **full-time equivalent** months of 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 **will have** completed a combined total of a minimum of eight (8) **full-time equivalent** months of instructional employment in two consecutive school years prior to January 1st.

15.05 One-Half of an Experience Increment

An employee who has not completed the minimum of eight (8) full-time equivalent months of employment worked and who:

- a) **has completed a minimum of five (5) full-time equivalent months of employment worked in a school year; or**
- b) **has completed a combined minimum of five (5) full-time equivalent months of employment worked on either side of an authorized period of leave**

shall be entitled to one-half of an experience increment.

15.06 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 and Educational Assistants or Appendix "C" for Aboriginal Language Teachers will be granted to an employee, provided the employee's service during the previous school year was satisfactory.
- 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 the first day of the following school year.
- 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.

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 the first day of the school year to the last day of the same school 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 **A Joint Education Leave Committee of three representatives each from the Department of Education and the Association will be established to:**
- a) **Define principles to frame the education leave application process and evaluation;**
 - b) **Develop criteria for the evaluation of applications from employees seeking education leave, including how courses of study proposed by the employee will benefit the education system and the employee.**
- 16.05
- a) **By October 1st of each year, the Joint Committee will post, on the Department's and Association's websites, the criteria that will be used in selecting the successful education leave applicants for that school year.**
 - b) **Candidates wishing to apply for educational leave shall submit a written application, not later than November 1st to the Department, with a copy to the Association. The written application shall contain the employee's planned course of studies, the name of the institution, the period of education leave requested, and an explanation of why and how the course of studies will benefit the education system and the employee.**
- 16.06
- a) **In the event that the Joint Committee is unable to agree upon the criteria for the evaluation of applications, the issue will be put to an independent facilitator (cost-shared) who will review the criteria and make non-binding recommendations back to the Committee. In the event of further disagreement, the Assistant Deputy Minister of Public Schools will make the final determination after taking full consideration of the recommendations of the Joint Committee and the facilitator.**

- 16.06 b) The Department, after reviewing all applications for education leave, including the recommendations of the Joint Committee, shall determine the employees to be granted education leave.**
- 16.07 An employee who is granted educational leave shall be entitled to receive a biweekly stipend equivalent to 70% of his/her salary.
- 16.08 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 airfare between Whitehorse 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.
- 16.09 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.
- 16.10 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.

- 16.10 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 Superintendent. The Superintendent may request verification of the employee's physician's statement by a medical doctor of the Superintendent's choice. Under exceptional circumstances the Superintendent may waive the return service commitment.
- 16.11 The employer will endeavour to place an employee upon return from educational leave into the same or an equivalent position and, if possible, within the same community.
- 16.12 The Superintendent 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.
- 16.13 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

SICK LEAVE

- 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.
- 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 Purpose

- (a) Special leave provides employees with paid leave to protect against income loss when specified personal circumstances prevent the employee from reporting to work. Each employee is expected to use Special leave responsibly and with a view towards minimizing time away from work. To ensure the equitable treatment of all employees and to ensure the correct application of this benefit, employees must provide proof **when requested by the employer** of the need for the leave and the quantum of the leave when applying for said leave.
- (b) Special leave is not meant to supplement school breaks, sick leave, maternity, paternity, parental, adoption or parenthood leave.

19.02 **General**

- (a) An employee shall be credited with thirty (30) hours Special leave credits upon commencement of the first year of service and upon commencement of each continuous year of service thereafter.
- (b) All unused Special leave credits shall be carried over from one year to the next and shall be accumulated to a maximum of one hundred and fifty (150) hours.
- (c) An employee on leave of absence without pay, under suspension, on education leave shall not earn Special leave Credits.
- (d) 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.
- (e) 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.

19.03 **Granting of Special leave**

- (a) Leave for compassionate reasons upon the serious illness, imminent death and/or death of a family member, or a person permanently residing with the employee as part of his/her household, to a maximum of five (5) instructional days. Additional leave may be granted at the discretion of the Superintendent or designate.
 - (i) In addition, an employee may be granted up to two (2) instructional days Special leave to travel in relationship to the Special leave granted in (a) above. Where such PN 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 of Special leave to travel in relationship to the Special leave granted in (a) above, except employees residing in Whitehorse or Carcross.
- (b) 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, son-in-law, daughter-in-law, step-father, step-mother, step-child, foster child, grandparent, grandchild, and any person residing in and as part of the employee's household or with whom the employee permanently resides.
- (c) Subject to operational requirements, up to six (6) employees will be granted up to one-half ($\frac{1}{2}$) day's leave to serve as pallbearers at the funeral of an employee or student of the school.
- (d) Leave when an employee is required to care for a sick dependent or other sick person permanently residing with the employee, a sick spouse, or a sick parent, to a maximum of five (5) instructional days per illness. Additional leave may be granted at the discretion of the Superintendent or designate.
- (e) Leave for medical or dental appointments, not to exceed a maximum of 2.5 hours, when it is not possible for an employee to arrange such appointments for him/herself or his/her dependents outside of hours of work.

19.03

- f) Leave when an employee or his/her dependents is referred by a medical or dental practitioner to a medical or dental facility outside an employee's community. Leave under this section shall not exceed two (2) days, including travel time, time for appointments, and waiting time before, between, and after appointments. This period may be extended in exceptional circumstances at the discretion of the Superintendent or designate.
- g) Leave when an employee or his/her dependents is referred by a medical or dental practitioner to a medical or dental facility outside the Yukon. Leave under this section shall not exceed five (5) days, including travel time, time for appointments, and waiting time before, between, and after appointments. This period may be extended in exceptional circumstances at the discretion of the Superintendent or designate. Up to an additional two (2) days for travel shall be granted for employees residing outside of Whitehorse and Carcross.
- h) At the discretion of the Superintendent or designate, leave when circumstances not directly attributable to the employee prevent the reporting for duty.
- i) Subject to operational requirements, leave for employees working in schools outside the City of Whitehorse to attend to legal or similar business within the Yukon, which cannot be transacted in the community in which the employee is located may be granted 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 scrutiny of the employer.

This leave shall be granted on the basis of one (1) day per school year for legal business, and for rural employees up to one (1) day per school year for travel related to legal business which may be split and taken either side of the legal business day.

Citizenship

- j) Leave to a maximum of one (1) day (which may be taken as two half days) for an employee to obtain his/her Canadian citizenship.

Birth/Adoption

- k) 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 within a month of the arrival of the child. In addition, an employee in a rural school shall be entitled to two (2) extra days.

19.04 **Advance where insufficient credits**

- (a) Where an employee has insufficient credits to permit the granting of Special leave within the meaning of the article, leave up to a maximum of thirty (30) instructional hours may, at the discretion of the Superintendent or designate, be granted, subject to the deduction of such advance leave from any Special leave credits subsequently earned.
- (b) In determining the eligibility of an employee for an advance of Special 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 the future special leave earnings.

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**

1. An employee shall earn sick leave credits at the rate of seven and one-half (7.5) hours for each calendar month for which at least ten (10) days' pay has been received, up to a maximum of seventy-five (75) hours 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 a suspension with pay pending the determination of criminal charges, pre-retirement leave 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 hours 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 seventy-five (75) hours may also be granted to the employee upon the approval of the employer. In exceptional circumstances, the Superintendent or designate may advance an additional seventy-five (75) hours.
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, unless in exceptional circumstances, the employee has been excluded by the provisions of the 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 three-hundred (300) hours, 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. An employee will be permitted to take a combination of pre-retirement leave and monetary payment, as long as this does not result in disruption to the teaching cycle.
- ii) The hourly rate of pay for pre-retirement leave or payout in lieu will be calculated on the basis of one (1) divided by 950 hours times the full-time equivalent of the employee's basic salary and administrative or supervisory allowances, according to Appendix "A", "B", or "C" as appropriate.

ARTICLE 21

OTHER LEAVE

Personal/Rural Personal Leave

21.01 Personal Leave Day

- (a) **Where an employee has used five (5) or fewer sick leave 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.

Rural Personal Day

- (b) An employee in a rural school who has completed at least two years of continuous service in rural communities shall be granted one (1) rural personal day to be taken in the following year subject to operational requirements.
- (c) Leave in this section shall not be deducted from the employee's Special leave credits.

21.02 Religious Holidays

In any school year, up to three (3) days leave will be granted with no loss of credits, and with pay deducted at the cost of a substitute, to participate in specific (i.e. other than Sabbath or equivalent) religious holidays.

ARTICLE 22

MATERNITY, PATERNITY, ADOPTION, PARENTAL AND PARENTHOOD LEAVES

22.01 Maternity Leave

- a) Upon request, a pregnant employee will be granted unpaid maternity leave for a period of not more than seventeen (17) consecutive weeks exclusive of the summer vacation period, and may apply for a period of contiguous Leave Without Pay under article 25 to precede her maternity leave. The employee shall also be entitled to parental leave under article 22.03.
- b) The period of maternity leave in (a) above shall commence on a date determined by the employee, but no sooner than ten (10) 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.

- 22.01 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 22.03.
- 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 **Paternity Leave**

Paternity Leave

- 1) A male employee who intends to request paternity leave shall submit a written request to the employer at least eight (8) weeks in advance of the expected date of the birth of his child. The request shall include the expected birth date of the child.
- 2) A male employee shall be granted up to seventeen (17) weeks of paternity leave without pay beginning on the date of the birth of his child, and may request to defer the commencement of the leave provided that the leave may be completed within fifty-two (52) weeks after the birth of the child.
- 3) The employer may require an employee to submit a birth certificate of the child.
- 4) The period of paternity leave shall abut any period of parental leave taken under the provisions of article 22.03.

22.03 **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
 - iii) for an adopting parent within fifty-two (52) weeks after the child is placed with the employee parent.
- 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).

22.04 **Supplementary Employment Insurance Benefits Plan (SEIB Plan)**

- a) In order to qualify for maternity, paternity or adoption leave payments under the SEIB plan, an employee must provide the employer with proof that s/he has applied for, is eligible for and in receipt of maternity, or parental benefits under the Employment Insurance Act.
- b) In respect of the period of maternity, paternity or adoption leave, maternity, paternity or adoption leave payments made according to the SEIB plan will consist of the following:
 - i) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity, paternity or adoption benefits, a payment for that two-week period equivalent to ninety-three percent (93%) of his/her daily 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 or paternity leave, or up to a maximum of ten (10) additional weeks for adoption leave, payments equivalent to the difference between the employment insurance benefits that the employee received at the actual time of the leave and ninety-three (93%) of his/her daily 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 SEIB plan with respect to any period of parental or parenthood leave under this article. This does not apply to employees claiming paternity top-up where EI does not provide paternity benefits.
- 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 maternity benefits under the SEIB plan.
- e) For the purpose of the payments received under the SEIB plan, the plan shall provide that:
 - f)
 - 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.

22.05 **Parenthood Leave**

- a) On request from an employee parent who has completed maternity, paternity 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, paternity or adoption/parental leave.

- 22.05 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) does not exceed 52 week. Such leave shall be taken in a single continuous period by each of the employees, except where the expiry of the leave cannot coincide with the commencement of a teaching cycle.
- c) Clause (b) does not apply to periods of leave requested under 22.05 (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.

22.06 **Return from Leave(s) to Work**

- a) In the case of a pregnancy **not carried to term**, 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, paternity, 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, paternity or adoption leave to return to work on a part-time basis for a period of time mutually agreed to in writing.
- 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.

22.07 **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.

- 22.07 b) Employees on maternity, paternity 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.

22.08 **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
 - 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.
- 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 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

JURY DUTY AND WITNESS 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:

- 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
 - 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.

24.02 An employee granted leave under this Article shall pay to the employer any payment received for jury or witness duty, except payments received as reimbursement for expenses.

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.

ARTICLE 26

**EXTENDED HEALTH, DENTAL, LONG TERM DISABILITY
AND LIFE INSURANCE PREMIUMS**

26.01 The employer will pay seventy-five percent (75%) of the cost of employee Extended Health premiums and Long Term Disability premiums.

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

(b) The maximum lifetime coverage for orthodontia per eligible member of the plan shall be \$3000. Eligible members are the employee, the employee's spouse, and the employee's dependent children.

26.03 There shall be the provision of mandatory life insurance, at a benefit of two (2) x annual salary. The employer shall pay 42.5% of the premium costs and the employee shall pay 57.5% of the premium costs.

26.04 a) In regard to Article 26.01, 26.02 and 26.03 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).

26.04 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 Long Term Disability and/or Life Insurance 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 Long Term Disability Extended Health or Life Insurance Plans the employee's recourse is to the plan carrier's appeal process. Should the employee's dispute not be satisfactorily resolved, 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.

- 26.05 An employee who is entitled to receive coverage under the Dental Plan, Long Term Disability Plan, Extended Health Plan, or Life Insurance Plan 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 an employee's continuous employment in the bargaining unit. Seniority shall continue when an employee 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 employees is equal under article 27.01, the employee 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 an employee under the provisions of the Education Labour Relations Act, the employer will deliver to the employee a written notice setting forth:
- a) the effective date of the layoff;
 - b) a statement of the employee'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. **Where practicable, notice of intention to provide the layoff notice will be delivered 90 days in advance of the effective date of layoff.**
- 27.05 In determining which employees should be laid off from a school due to a reduction in 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 employee shall be provided with the opportunity to apply for posted vacancies for which the employee 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 an employee during the pre-layoff period nullifies the layoff notice.

27.09 When an employee on lay-off is re-employed for a period of limited duration of more than three (3) months, the notice of re-employment shall constitute notice of a new lay off to be effective at the end of that period.

ARTICLE 28

SEVERANCE PAY

28.01 Lay-off

- 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 28.01 (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.
- 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.
- 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) An employee 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 Labour Relations 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) An employee who claims severance pay is deemed to have declined employment in accordance with section 118 [c] of the Education Labour Relations Act.
- g) An employee 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.

28.02 **Severance Pay on Resignation**

- a) Upon resignation, an employee who has five (5) or more years of continuous employment is entitled to be paid by the employer severance pay equal to the product obtained by multiplying the employee's full-time equivalent of daily rate by 2.5 by the number of full-time equivalent completed continuous 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 affect determining severance pay.

28.03 **Severance Pay on Retirement**

- 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, unless in exceptional circumstances, the employee has been excluded by the provisions of the 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 28.02.
- b) The periods for which severance pay is payable under this clause shall not include periods of employment terminated by rejection on probation or dismissal for cause, and shall not include periods of employment separated by more than five (5) years during which the employee was not employed with the employer. Notwithstanding the foregoing, and for greater clarity, this benefit does not apply to periods of employment as a temporary employee outside the bargaining unit, unless that service is continuous and contiguous with subsequent service in the bargaining unit.

28.04 **Death Benefit**

If an employee dies in service and would otherwise have been eligible for severance pay under article 28.02 or 28.03, the employer shall pay a death benefit to the designated beneficiary, to the estate where there is no designated beneficiary, or to such other person as determined by the Commissioner in an amount equal to the product of five (5) times the daily rate of pay multiplied by the number of full-time equivalent continuous completed years of service to a maximum of thirty (30) weeks.

28.05 Part-time employment during the employee's service will be prorated for the calculation of this benefit.

28.06 The periods for which severance pay is payable under this article shall be less any period in respect of which the employee has previously received benefits 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 no income tax will be deducted unless the employee provides advance direction in writing to the Public Service Commission.

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 a Yukon Bonus (prorated for those employees whose eligibility date for the Yukon Bonus occurs during the school year), 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 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 provided the employee provides advance direction in writing to the Public Service Commission.

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 for a Yukon Bonus which will be paid 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 provided the employee provides advance direction in writing to the Public Service Commission to have it deferred.

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 will be paid 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 provided the employee provides written advance direction in writing to the Public Service Commission to have it deferred.

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 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 (a) 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 **two (2)** round-trips to Whitehorse at the mileage rate paid to an employee in accordance with the employer's current Travel Directive.
- (b) "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.
- (c) Employees in receipt of the Old Crow Allowance, pursuant to Article 31, shall not be entitled to claim a travel bonus under this Article.
- (d) A part-time employee shall receive the travel bonus pro-rated on the basis of instructional hours worked.

ARTICLE 31

COMMUNITY ALLOWANCE

31.01 Employees assigned to a school located in a community listed below shall receive the annual community allowance indicated. The allowance shall be paid biweekly.

a)	Carcross	\$ 650
b)	Haines Junction, Teslin, Carmacks	\$1,110
c)	Watson Lake, Dawson City	\$1,700
d)	Mayo, Ross River, Pelly Crossing Destruction Bay, Beaver Creek, Faro	\$2,200
e)	Old Crow	\$8,200

- 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

STAFF ACCOMMODATION

- 32.01 Before introducing a rental increase, the employer will give each employee 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.

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

1st Stage

Upon the employee's occupancy of the new unit of accommodation, the employee 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 employee 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 employee shall be responsible for the cost of utilities (fuel and electricity); and

3rd Stage

For the next twelve (12) months, the employee 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;

Final Stage

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

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

Not Paying Comparative Market Rent

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

ARTICLE 33

JOINT CONSULTATION

- 33.01 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.
- 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 34

PREPARATION TIME

34.01 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.

- 34.02
- a) Teachers shall be entitled to 12% 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 35

CLASS SIZE

For a trial period of the duration of the 2009-2012 collective agreement and subject to a decision by the school administration to the contrary in any specific instance, Article 35.05 is suspended except for physical education, band, industrial education and home economics classes.

35.01 Objective

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

35.02 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:

Kindergarten	20 pupils
Grades 1 to 3	23 pupils
Grades 4 to 9	26 pupils
Grades 10 to 12	28 pupils
I.E. or Home Ec.	16 pupils

- 35.03 The maxima for class size provided in Article 35.02 are to be used in planning for school prior to the commencement of each school year or, in the case of secondary schools, each semester.

35.04 **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.

35.05 **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 - 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

35.06 **Assistance**

When class max size is exceeded, 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.

35.07 **Appeal**

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

(See also Letter of Understanding "B" on Class Composition Committee)

ARTICLE 36

EXTRA CURRICULAR ACTIVITIES

36.01 Definition

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

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

36.03 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 37

STAFF MEETINGS

- 37.01 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.
- 37.02 However, both parties recognize that staff meetings prior to the commencement of a school term are beneficial.
- 37.03 One week notice of regular staff meetings shall be given, including an agenda of items to be considered.
- 37.04 All employees shall have the right to place items for consideration on the staff meeting agenda.

ARTICLE 38

HEALTH AND SAFETY

- 38.01 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. All agree that the collaborative promotion of workplace health and safety is desirable.**
- 38.02 Employees who have health and/or safety concerns with issues arising from or with the condition of the facilities shall refer all such matters first to the school principal, and then to the school Safety Committee or Safety Representative. The principal will ensure an occupational health and safety committee is established by September 15th in each school year.**

ARTICLE 38B

SAFE WORKING & LEARNING CONDITIONS

- 38.01 B The employer and the Association recognize that every employee has a right to freedom from assault in the workplace.**
- 38.02 B For the purposes of this article, assault means physical assault, verbal assault or threatened assault.**
- 38.03 B The employer and the Association agree that it is in the best interest of all concerned to work toward ensuring a safe environment, which is free from assault and threat of assault. To this end, the employer and the Association shall continue to cooperate and make full use of existing policies and procedures to promote the maintenance and support of safe working and learning conditions.**

- 38.04 B** The employer considers any act of assault or threat of assault to be a serious threat to the school environment and to the safety of both students and staff, and shall take appropriate action pursuant to the provisions of the Education Act. The parties agree that modeling good behaviour and establishing norms for overall classroom behaviour are best practices for classroom management.
- 38.05 B** The parties agree to cooperate in developing and/or upgrading training requirements to support safe working and learning conditions, including training in threat assessment and developing a safety plan for those employees working alone in isolated areas.
- 38.06 B** The employer will maintain an updated tracking system for reporting acts or threats of assault, and shall provide a copy of the tracking system, to the Association.
- 38.07 B** The Department agrees to make 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

ARTICLE 39

HARASSMENT PREVENTION

- 39.01** Association and the Employer recognize the right of employees to work in an environment free from harassment.
- 39.02** Prohibited behaviour under this article includes the following:
- (a)** Personal harassment: Personal harassment means improper behaviour by a person employed in the Government of Yukon that is directed at, and is offensive to, another person employed in the Government of Yukon, and which the first person knew or ought reasonably to have known would be offensive. Personal harassment includes objectionable conduct, comment or display that could reasonably be expected to demean, belittle, or cause personal humiliation or embarrassment to the recipient.
 - (b)** Sexual harassment: Sexual harassment means any conduct, comment, gesture, display or contact of a sexual nature that might reasonably be expected to cause offense or humiliation, or that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
 - (d)** Abuse of authority: Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This includes actions which could reasonably be expected to endanger an employee's position in a job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. It shall not include the legitimate exercise of an individual's supervisory power or authority.

39.02 Conduct involving the proper exercise of authority related to providing advice and assigning work, counselling, performance evaluation, appropriate disciplinary and other supervisory /leadership functions, does not constitute abuse of authority.

39.03 The Association and the Employer will be bound by the Employer's "Workplace Harassment Policy." For administrative purposes, the terms of reference for the investigation process are contained in the Letter of Understanding, as found in this agreement.

39.04 The interpretation or application of this article shall be dealt with pursuant to the referenced letter of understanding, and may not be dealt with pursuant to Article 10 of the collective agreement.

ARTICLE 40

NO DISCRIMINATION

40.01 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 41

PERSONNEL FILES

41.01 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.

41.02 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.

41.03 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.

c) Article 41.03 (a) 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.

41.04 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 42

TECHNOLOGICAL CHANGE

42.01 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.

42.02 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.

42.03 **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 Labour Relations Act. Such agreements may include among other things:

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

ARTICLE 43

NO STRIKES/LOCKOUTS

43.01 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.

43.02 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 44

DEFERRED SALARY LEAVE PLAN

44.01 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 Human Resource Services Branch, Department of Education. The Department of Education will make available six (6) openings in the Deferred Salary Leave Plan each year.

ARTICLE 45

YUKON TERRITORIAL EXAMINATIONS

45.01 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 during weekends or vacation periods shall be entitled to receive an allowance equivalent to one (1) divided by 190 times the employee's basic salary, for each day so assigned.

ARTICLE 46

REOPENER OF AGREEMENT

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

ARTICLE 47

DURATION AND RENEWAL

47.01 The duration of this agreement shall be from July 1, **2009** to June 30, **2012**.

Arbitration Decision Dated: June 28, 2010.

Appendix A – Schedules

Effective July 1, 2009 -	2.0% increase to Salaries and Grids
Effective July 1, 2010 -	2.25% increase to Salaries and Grids
Effective July 1, 2011 -	2.25% increase to Salaries and Grids

Teacher Pay Grid Effective July 1, 2009 2.0% Increase to Salaries and Grids (Annual and Biweekly Rates)				
Years of Experience	Category IV	Category V	Category V Plus	Category VI
0	58,546	63,002	64,075	65,147
biweekly	2,251.77	2,423.15	2,464.42	2,505.65
1	61,299	65,809	66,902	67,993
biweekly	2,357.65	2,531.12	2,573.15	2,615.12
2	64,056	68,597	69,714	70,831
biweekly	2,463.69	2,638.35	2,681.31	2,724.27
3	66,812	71,399	72,538	73,678
biweekly	2,569.69	2,746.12	2,789.92	2,833.77
4	69,570	74,202	75,360	76,518
biweekly	2,675.77	2,853.92	2,898.46	2,943.00
5	72,326	77,003	78,185	79,367
biweekly	2,781.77	2,961.65	3,007.12	3,052.58
6	75,080	79,804	81,006	82,209
biweekly	2,887.69	3,069.38	3,115.62	3,161.88
7	77,836	82,605	83,829	85,052
biweekly	2,993.69	3,177.12	3,224.19	3,271.23
8	80,597	85,407	86,651	87,896
biweekly	3,099.88	3,284.88	3,332.73	3,380.62
9	83,361	88,207	89,471	90,736
biweekly	3,206.19	3,392.58	3,441.19	3,489.85
10	86,118	91,011	92,299	93,586
biweekly	3,312.23	3,500.42	3,549.96	3,599.46

Teacher Pay Grid Effective July 1, 2010 2.25% Increase to Salaries and Grids (Annual and Biweekly Rates)				
Years of Experience	Category IV	Category V	Category V Plus	Category VI
0	59,863	64,420	65,517	66,613
biweekly	2,302.42	2,477.69	2,519.88	2,562.04
1	62,678	67,290	68,407	69,523
biweekly	2,410.69	2,588.08	2,631.04	2,673.96
2	65,497	70,140	71,283	72,425
biweekly	2,519.12	2,697.69	2,741.65	2,785.58
3	68,315	73,005	74,170	75,336
biweekly	2,627.50	2,807.88	2,852.69	2,897.54
4	71,135	75,872	77,056	78,240
biweekly	2,735.96	2,918.15	2,963.69	3,009.23
5	73,953	78,736	79,944	81,153
biweekly	2,844.35	3,028.31	3,074.77	3,121.27
6	76,769	81,600	82,829	84,059
biweekly	2,952.65	3,138.46	3,185.73	3,233.04
7	79,587	84,464	85,715	86,966
biweekly	3,061.04	3,248.62	3,296.73	3,344.85
8	82,410	87,329	88,601	89,874
biweekly	3,169.62	3,358.81	3,407.73	3,456.69
9	85,237	90,192	91,484	92,778
biweekly	3,278.35	3,468.92	3,518.62	3,568.38
10	88,056	93,059	94,376	95,692
biweekly	3,386.77	3,579.19	3,629.85	3,680.46

Appendix "A" Schedule I - Category Five Plus

Teachers in Category V, Schedule I, Appendix A who accumulate 30 approved credits, after January 1, 2006, in a curriculum content area or recognized educational area such as curriculum methods, assessment, or special education will be eligible for a Category Five Plus. It is the responsibility of the Department of Education to assess credits and determine eligibility for the Five Plus designation.

Teacher Pay Grid Effective July 1, 2011 2.25% Increase to Salaries and Grids (Annual and Biweekly Rates)				
Years of Experience	Category IV	Category V	Category V Plus	Category VI
0	61,210	65,869	66,991	68,112
biweekly	2,354.23	2,533.42	2,576.58	2,619.69
1	64,088	68,804	69,946	71,087
biweekly	2,464.92	2,646.31	2,690.23	2,734.12
2	66,971	71,718	72,887	74,055
biweekly	2,575.81	2,758.38	2,803.45	2,848.27
3	69,852	74,648	75,839	77,031
biweekly	2,686.62	2,871.08	2,916.88	2,962.73
4	72,736	77,579	78,790	80,000
biweekly	2,797.54	2,983.81	3,030.38	3,076.92
5	75,617	80,508	81,743	82,979
biweekly	2,908.35	3,096.46	3,143.96	3,191.50
6	78,496	83,436	84,693	85,950
biweekly	3,019.08	3,209.08	3,257.42	3,305.77
7	81,378	86,364	87,644	88,923
biweekly	3,129.92	3,321.69	3,370.92	3,420.12
8	84,264	89,294	90,595	91,896
biweekly	3,240.92	3,434.38	3,484.42	3,534.46
9	87,155	92,221	93,542	94,866
biweekly	3,352.12	3,546.96	3,597.77	3,648.69
10	90,037	95,153	96,499	97,845
biweekly	3,462.96	3,659.73	3,711.50	3,763.27

Appendix "A" Schedule I - Category Five Plus

Teachers in Category V, Schedule I, Appendix A who accumulate 30 approved credits, after January 1, 2006, in a curriculum content area or recognized educational area such as curriculum methods, assessment, or special education will be eligible for a Category Five Plus. It is the responsibility of the Department of Education to assess credits and determine eligibility for the Five Plus designation.

APPENDIX "A"
SCHEDULE II

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

1. **Principals and Vice-Principals Allowances**

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

Basic Allowance:

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

	Category 1 (1 programme)	Category 2 (2 programmes)
Effective July 1, 2009	\$4,893	\$6,005
Effective July 1, 2010	\$5,003	\$6,140
Effective July 1, 2011	\$5,116	\$6,278

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:

	The first 2 - 6 Professional and <u>Paraprofessionals</u>	The next 7 - 18 Professional and <u>Paraprofessionals</u>	The next 19 - 42 Professional and <u>Paraprofessionals</u>
Effective July 1, 2009	\$546/year/employee	\$505/year/employee	\$414/year/employee
Effective July 1, 2010	\$558/year/employee	\$516/year/employee	\$423/year/employee
Effective July 1, 2011	\$571/year/employee	\$528/year/employee	\$433/year/employee

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

2. **Resident Headmaster and Team Leader, Individual Learning Centre:**

In addition to regular salary, the Headmaster of Gadzoosda Residence and Team Leader, Individual Learning Centre 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
July 1, 2008	2,100	1,290

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.

Appendix "B"

Effective July 1, 2003 the following shall apply:

- a) Newly hired employees with less than level 2 qualifications shall be placed at step 0 and shall remain at that step.
- b) Level 1 will be deleted and existing personnel will be placed on level 2 at their comparable experience level. These employees will advance to the maximum of Level 2 in accordance with Article 15, Experience Increments.
- c) In September, 2003 Levels 2 and 3 will have one additional increment (3 and 5 respectively). Employees will advance to the new levels provided they have the commensurate or greater experience.
- d) In September, 2004, Levels 2 and 3 will have two additional increments (4 and 5 and 6 and 7 respectively). Employees will advance to the new levels provided they have the commensurate or greater experience.
- e) In September, 2005, Level 2 will have two additional increments (6 and 7). Employees will advance to the next levels provided they have the commensurate or greater experience.

Tutor/Education Assistant Pay Grid Effective July 1, 2009 2.0% Increase to Salaries and Grids (Annual and Biweekly Rates)			
Years of Experience	Level 2	Level 3	Level 4
0	32,855	33,935	35,022
bi-weekly	1,263.65	1,305.19	1,347.00
1	33,935	35,022	36,144
bi-weekly	1,305.19	1,347.00	1,390.15
2	35,022	36,144	37,225
bi-weekly	1,347.00	1,390.15	1,431.73
3	36,144	37,225	38,306
bi-weekly	1,390.15	1,431.73	1,473.31
4	37,225	38,306	39,428
bi-weekly	1,431.73	1,473.31	1,516.46
5	38,306	39,428	40,508
bi-weekly	1,473.31	1,516.46	1,558.00
6	39,428	40,508	41,612
bi-weekly	1,516.46	1,558.00	1,600.46
7	40,508	41,612	42,692
bi-weekly	1,558.00	1,600.46	1,642.00

Tutor/Education Assistant Pay Grid Effective July 1, 2010 2.25% Increase to Salaries and Grids (Annual and Biweekly Rates)			
Years of Experience	Level 2	Level 3	Level 4
0	33,594	34,699	35,810
bi-weekly	1,292.08	1,334.58	1,377.31
1	34,699	35,810	36,957
bi-weekly	1,334.58	1,377.31	1,421.42
2	35,810	36,957	38,063
bi-weekly	1,377.31	1,421.42	1,463.96
3	36,957	38,063	39,168
bi-weekly	1,421.42	1,463.96	1,506.46
4	38,063	39,168	40,315
bi-weekly	1,463.96	1,506.46	1,550.58
5	39,168	40,315	41,419
bi-weekly	1,506.46	1,550.58	1,593.04
6	40,315	41,419	42,548
bi-weekly	1,550.58	1,593.04	1,636.46
7	41,419	42,548	43,653
bi-weekly	1,593.04	1,636.46	1,678.96

- 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 July 1, 2011			
2.25% Increase to Salaries and Grids			
(Annual and Biweekly Rates)			
Years of Experience	Level 2	Level 3	Level 4
0	34,350	35,480	36,616
bi-weekly	1,321.15	1,364.62	1,408.31
1	35,480	36,616	37,789
bi-weekly	1,364.62	1,408.31	1,453.42
2	36,616	37,789	38,919
bi-weekly	1,408.31	1,453.42	1,496.88
3	37,789	38,919	40,049
bi-weekly	1,453.42	1,496.88	1,540.35
4	38,919	40,049	41,222
bi-weekly	1,496.88	1,540.35	1,585.46
5	40,049	41,222	42,351
bi-weekly	1,540.35	1,585.46	1,628.88
6	41,222	42,351	43,505
bi-weekly	1,585.46	1,628.88	1,673.27
7	42,351	43,505	44,635
bi-weekly	1,628.88	1,673.27	1,716.73

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 Effective July 1, 2009 2.0% Increase to Salaries and Grids Annual and Biweekly Rates				
Step	Category II	Category III	Category IV	Category V
0	41,935	47,684	55,754	58,546
bi-weekly	1,612.88	1,834.00	2,144.38	2,251.77
1	43,718	49,737	58,380	61,299
bi-weekly	1,681.46	1,912.96	2,245.38	2,357.65
2	45,491	51,783	61,005	64,056
bi-weekly	1,749.65	1,991.65	2,346.35	2,463.69
3	47,272	53,838	63,631	66,812
bi-weekly	1,818.15	2,070.69	2,447.35	2,569.69
4	49,048	55,885	66,254	69,570
bi-weekly	1,886.46	2,149.42	2,548.23	2,675.77
5	50,829	57,944	68,884	72,326
bi-weekly	1,954.96	2,228.62	2,649.38	2,781.77
6	52,603	59,988	71,506	75,080
bi-weekly	2,023.19	2,307.23	2,750.23	2,887.69
7	54,385	62,046	74,132	77,836
bi-weekly	2,091.73	2,386.38	2,851.23	2,993.69

Aboriginal Language Teachers Effective July 1, 2010 2.25% Increase to Salaries and Grids Annual and Biweekly Rates				
Step	Category II	Category III	Category IV	Category V
0	42,879	48,757	57,008	59,863
bi-weekly	1,649.19	1,875.27	2,192.62	2,302.42
1	44,702	50,856	59,694	62,678
bi-weekly	1,719.31	1,956.00	2,295.92	2,410.69
2	46,515	52,948	62,378	65,497
bi-weekly	1,789.04	2,036.46	2,399.15	2,519.12
3	48,336	55,049	65,063	68,315
bi-weekly	1,859.08	2,117.27	2,502.42	2,627.50
4	50,152	57,142	67,745	71,135
bi-weekly	1,928.92	2,197.77	2,605.58	2,735.96
5	51,973	59,248	70,434	73,953
bi-weekly	1,998.96	2,278.77	2,709.00	2,844.35
6	53,787	61,338	73,115	76,769
bi-weekly	2,068.73	2,359.15	2,812.12	2,952.65
7	55,609	63,442	75,800	79,587
bi-weekly	2,138.81	2,440.08	2,915.38	3,061.04

- Category II Certificate in Yukon College's Aboriginal Language Instructor program, or equivalent training. Instructors who have not yet completed the Yukon College Aboriginal Language Instructor Certificate Program (YCALI) will be paid at 80% of the applicable step of Category II. Entitlement to progress through the steps in Category II prior to the completion of the Certificate Program is contingent upon the employee being actively employed and participating in the program.
- Category III Diploma in Yukon College's Aboriginal Language Instructor program, or equivalent training.
- Category IV Associate Degree of Applied Science in Native Language Education from the University of Alaska - Fairbanks, or equivalent training.
- Category V Bachelor Degree in Native Language Education, Linguistics, Native Studies with emphasis on Native languages or an equivalent degree.

Aboriginal Language Teachers				
Effective July 1, 2011				
2.25% Increase to Salaries and Grids				
Annual and Biweekly Rates				
Step	Category II	Category III	Category IV	Category V
0	43,844	49,854	58,291	61,210
bi-weekly	1,686.31	1,917.46	2,241.96	2,354.23
1	45,708	52,000	61,037	64,088
bi-weekly	1,758.00	2,000.00	2,347.58	2,464.92
2	47,562	54,139	63,782	66,971
bi-weekly	1,829.31	2,082.27	2,453.15	2,575.81
3	49,424	56,288	66,527	69,852
bi-weekly	1,900.92	2,164.92	2,558.73	2,686.62
4	51,280	58,428	69,269	72,736
bi-weekly	1,972.31	2,247.23	2,664.19	2,797.54
5	53,142	60,581	72,019	75,617
bi-weekly	2,043.92	2,330.04	2,769.96	2,908.35
6	54,997	62,718	74,760	78,496
bi-weekly	2,115.27	2,412.23	2,875.38	3,019.08
7	56,860	64,869	77,506	81,378
bi-weekly	2,186.92	2,494.96	2,981.00	3,129.92

- Category II Certificate in Yukon College's Aboriginal Language Instructor program, or equivalent training.
Instructors who have not yet completed the Yukon College Aboriginal Language Instructor Certificate Program (YCALI) will be paid at 80% of the applicable step of Category II. Entitlement to progress through the steps in Category II prior to the completion of the Certificate Program is contingent upon the employee being actively employed and participating in the program.
- Category III Diploma in Yukon College's Aboriginal Language Instructor program, or equivalent training.
- Category IV Associate Degree of Applied Science in Native Language Education from the University of Alaska - Fairbanks, or equivalent training.
- Category V Bachelor Degree in Native Language Education, Linguistics, Native Studies with emphasis on Native languages or an equivalent degree.

LETTER OF UNDERSTANDING “A”

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.

LETTER OF UNDERSTANDING “B”

CLASS COMPOSITION COMMITTEE

It is agreed and understood that the parties will maintain a Joint Committee, with an equal number of representatives appointed by the Association and the Employer.

The “Process for Addressing Class Composition Issues,” as determined by the Committee, shall be observed by the Employer and the Association, in addressing class composition issues brought by employees throughout the life of this agreement.

The Committee will meet at least two (2) times per year to review the process, examine the nature of class composition concerns and revise if necessary the procedures outlined in the process.

The “Process for Addressing Class Composition Issues” is available from school administrators.

LETTER OF UNDERSTANDING “C”

EXAMINATION MARKERS

Teachers who are selected to act as final examination markers by the BC Ministry of Education and the Yukon Department of Education are eligible for one advance return economy airfare booked by the Department of Education, or an equivalent amount thereto, and subsistence based on the YTA Professional Development rates, less any subsistence amounts received from the B.C. Ministry of Education, as follows:

Meals	\$30.00/day
Accommodation	\$60.00/day

Applications for this assistance must be forwarded to the Yukon Department of Education by June 15th.

LETTER OF UNDERSTANDING “D”

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 UNDERSTANDING “E”

SUPERVISION

To the extent possible and within existing staffing allocations, the employer will ensure that employees will have at least one-half of the noon intermission free from regular supervision duties. This provision cannot result in additional costs to the employer.

It is an expectation that supervision will be distributed fairly.

LETTER OF UNDERSTANDING “F”

ARTICLE 40 – HARASSMENT PREVENTION

It is understood and agreed, between the parties, that the following are the terms of reference, for harassment investigations that take place under Article 39. The Association and the employer have agreed that the following process will guide the investigation of harassment grievances filed under this Letter of Understanding.

- (a) In the event that the alleged harassment involves two or more members of the YTA, the concerned individuals may wish to refer the matter to Professional Relations. If the complaint is not resolved through the Association’s Professional Relations Policy, the complainant may, within ten (10) instructional days of the conclusion of the attempted resolution, file a complaint with the Harassment Investigator.
- (b) The complaint must otherwise be filed with the Harassment Investigator, not later than ten (10) instructional days after the date on which the employee first becomes aware of the circumstances giving rise to the grievance. Staff Relations is to be given a copy of the grievance.
- (c) The Investigator interviews the complainant to ascertain the details of the complaint, and the complainant provides relevant documents and notifies the investigator of the existence of any other relevant documents as well as witnesses.**
- (d) The Investigator notifies the respondent that the complaint has been filed, and explains the investigation process.**
- (e) The Investigator may interview witnesses, and gather any other relevant information.

- (f) The Investigator provides the respondent with the particulars of the complaint, and the respondent provides his/her response, as well as relevant documents and witnesses.
- (g) The Investigator interviews witnesses, and gathers all other relevant information.
- (h) The Investigator produces the draft report, and provides a copy to the complainant and the respondent for comment.
- (i) The complainant and the respondent provide feedback to the Investigator, within a 10 instructional day time limit.
- (j) The Investigator issues the final report.
- (k) Staff Relations makes the harassment determination.
- (l) The Association may refer the grievance to adjudication. Where the Association disputes the quantum of any discipline, this matter shall also be determined by the adjudicator.

Process

The Investigator shall investigate the facts of the allegation and, failing any attempt to mediate a resolution, render a report of the facts **as soon as practicable** to the complainant, alleged harasser, the Association and the employer.

The Employer shall determine within 10 instructional days of receipt of the report whether, in its opinion, harassment has occurred, and shall relay its conclusion to the Association, **the complainant and respondent**.

Within 10 instructional days of receipt of the Employer's conclusion, the Association shall inform the Employer of its reference of the Employer's conclusion to expedited adjudication. The parties agree that the adjudication process shall be commenced within a period of 120 calendar days from the date the allegation was first referred to the Investigator.

The Employer and the Association agree that the investigation report is the "statement of fact" that goes to adjudication. The adjudicator decides, based on the facts contained in the report and legal argument by the parties, whether harassment occurred.

Staffing

The practice will continue, in which a representative of the YTA will participate on the selection panel for the recruitment of **the Manager of the Harassment Prevention Office**.

LETTER OF UNDERSTANDING "G"

NOTICE TO COMMENCE COLLECTIVE BARGAINING

The parties agree that Notice to Commence collective bargaining may be served within four (4) months of the expiry of the collective agreement.

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