

COLLECTIVE AGREEMENT

BETWEEN

THE
GOVERNMENT OF
YUKON

AND

THE
YUKON
ASSOCIATION OF
EDUCATION
PROFESSIONALS

EFFECTIVE JULY 1, 2024 TO JUNE 30, 2027

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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 Association of Education Professionals, 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 Yukon, 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 Yukon 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) "Yukon First Nations Language Teacher" means a member of the bargaining unit other than a Teacher, Teacher on Call, Remedial Tutor or Educational Assistant; "Yukon First Nations Language Teacher" in the Collective Agreement refers and corresponds to "Aboriginal Language Teacher" in the *Education Act*.
 - b) "Association" means the Yukon Association of Education Professionals (YAEP), formerly known as the Yukon Teachers' Association (YTA);
 - 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 26.00, and a temporary employee's annual salary and any applicable allowances divided by 22.00;
 - 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" mean uninterrupted employment with the Government of the Yukon Territory and includes the service of a layoff 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 980 hours' times the employee's basic salary plus administrative or supervisory allowances, according to Appendix "A", "B", or "C", with the exception of Teachers on Call;
 - h) "Deputy Minister" means a member of the public service responsible for the administration of the Department of Education and includes their designate;

- i) "Educational Assistant" means a member of the Bargaining Unit other than a Teacher, Teacher on Call, Remedial Tutor or Yukon First Nations Language 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 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 other than a Teacher on Call 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, Teacher on Call, Educational Assistant or Yukon First Nations Language 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.

- iii) It is agreed that a common-law spouse of the same or opposite sex will be covered by any benefit plan provided for in this collective agreement to the extent that the plan provides coverage for a spouse of the same or opposite sex.
- w) "Teacher on Call" means a teacher employed to replace a Teacher, Yukon First Nations Language Teacher, or Educational Assistant/Remedial Tutor who is reasonably anticipated to be absent from regular duties for less than 30 consecutive instructional days;
- 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 their 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 a Yukon First Nations Language 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 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 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 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 Labour Relations Board Hearings**

Where the Yukon Teachers Labour Relations Board has received a complaint in accordance with section 64 or 120 of the *Education Labour Relations Act*, the employer will grant leave with pay to:

- a) An employee who makes a complaint on their own behalf;
- b) A Representative who acts on behalf of an employee or who acts on behalf of the Association making the complaint; and
- c) An employee called as a witness by the Yukon Teachers Labour 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**

Where operational requirements permit, the employer shall 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;

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. Employees granted leave with pay for the initial contract negotiations will be granted leave with pay for subsequent contract negotiation meetings. Leave for subsequent contract negotiation meetings will not be dependent on operational requirements. The Association shall pay Teacher on Call 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**

- a) 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 they were not on leave.
- b) Where an employee has been granted leave in 7.07 (a), such leave shall be with pay, provided that the Association shall pay to the Employer an amount equal to the compensation the employee would receive for their basic rate of pay plus maximum allowances as per Appendix A, Schedule II, Number 1, Principals and Vice Principals Allowance. The Employer shall invoice the Association quarterly, for one hundred percent (100%) of all costs of gross salary and benefits, including the employee's substantive salary at their basic rate of pay plus maximum allowances as per Appendix A, Schedule II, Number 1, Principals and Vice Principals Allowance. In this context "compensation" means all forms of pay, benefits and perquisites including all forms of 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.
- c) The provisions of clause (b) above shall not apply to the calculation of severance or other termination payouts. For further clarity, the calculation of severance and other termination payouts shall be based, in accordance with the provisions of Article 28, upon the current rate of pay of the employee's substantive position at the time of their termination of employment.

- d) The employer will endeavor to place the employee upon return from the position of President of the 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 Teacher on Call 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 Teacher on Call 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 the 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 remitted to the Association on the last payday of the month in which the deductions are made. Particulars identifying each employee, geographical location, category and salary step, and the deductions made shall be emailed to the Association every biweekly pay period.
- 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 make available electronic copies of the collective agreement to employees and also agrees to make available electronic copies of the collective agreement in French to all French speaking employees. In addition, the employer agrees to provide 135 English version, and 20 French version hard copy collective agreements. The employer will also provide a hard copy of either version of the collective agreement to an employee upon their request.
- 9.02 The employer agrees to supply the Association, upon request, with a list indicating the gross salary per employee and any applicable allowance paid.
- 9.03 The employer will supply each school in Yukon and the Association with one copy of the "Superannuation Act Booklet".
- 9.04 The Association agrees to supply to the employer a list of the names of the members of the Association's Executive and the names of the Association's representatives each September and any pertinent changes thereafter.
- 9.05 The employer agrees to supply the Association with electronic copies of employer directives, policies, including an index, 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.
- 9.06 Upon written request from an employee, the employer agrees to supply an interpretation of any variation in standard deductions of salary payments.
- 9.07 Employees, other than Teachers on Call, have electronic access to the following information:
- a) employee number and position number
 - b) salary category, salary step, basic annual salary, and allowances
 - c) employment status: permanent, probationary, temporary, full-time, part-time (% thereof)
 - d) employee's pension plan
 - e) employee's enrolment in insured benefits plans (dental and health), and designated beneficiary.

The Public Service Commission will provide a paper copy, once per year, upon written request from the employee.

- 9.08 The Employer will provide the Association with all class size information including the current number of students with IEPs in all classes for all schools. This information will include a list of classes enrolling Early Kindergarten students, showing the number of students enrolled, number of Early Kindergarten students, and available and assigned supports. 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.
- 9.09 The employer agrees to provide the Association with a copy of all offers of employment, and any subsequent amendments, for all employees when issued.

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 employer or 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. The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the Association.
- 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 ten (10) 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. Where requested in advance by an employee in a francophone school, the problem solving meeting shall be conducted in French, or the employer will provide for simultaneous French language translation. Grievance decisions in francophone schools, where French is the first language, shall be written in French.

Association and Employer Grievances

10.11 A policy grievance shall be processed by recourse to the following levels:

- a) The Association shall present policy grievances to the Labour 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 Labour Relations Branch shall provide a report on the grievance to the 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.

- b) The Employer shall present a policy grievance to the Association for investigation not later than ten (10) instructional days after the date on which the Employer becomes aware of the circumstances giving rise to the complaint.

If the grievance is not resolved during the investigation stage, the Association shall provide a report on the grievance to the President of the Association, with a copy to the Employer. The President of the Association shall meet with the Employer within sixty (60) instructional days of the presentation of the grievance to discuss the grievance and the grievance report. The President of the Association shall provide the Association'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, Employer or Association must notify the Employer and/or Association of the referral in writing not later than twenty (20) instructional days after the receipt of the decision at the final level of 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 them or the purpose of which is to render formal discipline concerning them, the employee shall be advised of the potentially disciplinary nature of the meeting, and of their right to be represented by a member and/or designate of their Association; where practicable, the employee shall receive a minimum of one (1) instructional days' notice of such a meeting. The parties may agree to a longer notice period if this is required to facilitate union representation.
- b) The employee is entitled to the written reasons for the employer's decision;
- c) The employee is, depending on the particular circumstances of their situation, generally entitled to a reasonable period in which to demonstrate their rehabilitation;
- d) The circumstances giving rise to the discipline will not be released to the public except by mutual agreement or as otherwise required by law;
- e) The rules of natural justice apply;
- f) Except for termination at any time during an employee's probationary period, the standard for discipline or dismissal will be just and reasonable cause.

ARTICLE 12

PROFESSIONAL DEVELOPMENT

- 12.01 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.

- a) The employer will contribute \$475,000 effective September 1, 2015, to the Professional Development Fund annually. These contributions include the employer's share of funding a full-time Professional Development Coordinator pursuant to article 12.01(c).

- b) The Professional Development Fund shall be administered as though it were a Trust Fund.
- c) There shall be a full-time (1.0) Professional Development Coordinator established within the Association. The incumbent will be the YAEP Professional Development Chairperson. This position is funded equally by the Association and the employer.
 - i) Funding arrangements for the Coordinator will be as provided for the Association President in Article 7.07.
- d) 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.
- e) 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**

- a) 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.
- b) 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.
- c) Before the amount established in 12.01(a) 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.
- d) 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 (b) 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 **Applications**

- 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.

- 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 Association at the middle rate established in Appendix D. Teacher on Call charges will not be made where the Association advises the Department in writing that no Teacher on Call was required.
 - c) Each such application for leave of absence shall be submitted to the employer at least five (5) working days prior to the requested dates for leave, except where such leave of absence is greater than three (3) days it 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.
- 12.04 At the discretion of the Deputy Minister, leave with pay may be granted to employees attending conferences 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 length of the in-service.
- 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, with the exception of Teachers on Call, 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 requires 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". Yukon First Nations Language Teachers shall be paid for services rendered in accordance with Appendix "C". Teachers on Call shall be paid for services rendered in accordance with Appendix "D".

14.03 **Official Rate of Pay**

With the exception of Teachers on Call, 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) Permanent and Temporary employees shall be paid biweekly beginning the last payday in August and continuing on every alternate Wednesday, or in accordance with mutual agreement between the employer and the Association.
- b) Permanent Employees shall have a reconciliation done on their 21st pay, receive a regular biweekly on their 22nd pay, and receive the balance of their annual salary, divided by and paid over the remaining 4 pay periods prior to the commencement of the next school year.
- c) Temporary Employees shall have a reconciliation done on their 21st pay and receive the balance of their annual salary (less one biweekly pay for the final 22nd pay period) as a lump sum payment.
- d) 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, Vice-Principal, Team Leader Gadzoosdaa Residence, Team Leader Teen Parent Centre, Team Leader Individual Learning Centre, Team Leader Aurora Virtual School or Executive Director YSAA 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. This provision also applies to Yukon First Nations Language Teachers who hold a valid and subsisting certificate of qualification.
- 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 980 hours for each day the employee has acted, provided the employee has acted in excess of three (3) instructional days.
- 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 980 hours of instruction) at the request of the employer, shall be paid 1/196 times the employee's full-time equivalent 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 980 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 1/196 times the employee's full-time equivalent 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 Superintendent, to provide educational services during the vacation period immediately prior to the beginning of a school year shall be paid 1/196 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. Part-time counsellors are entitled to be paid for services rendered pro-rated on the basis of instructional hours worked per day.

14.07 Summer Programming

- a) The Department of Education offers optional summer programming to students that may be staffed with current or non-current employees with the goal to maintain or improve student educational achievement over the summer months.
- b) Summer program service shall be considered service for the purpose of Article 50 ("Seniority"). The Parties recognize that the Employer's seniority calculator is limited to a 980-hour year (based on the school calendar) and that summer program service will be manually calculated and added to the employee's seniority.
- c) Current employees who are paid on the Employer's bi-weekly pay system will not have their regular pay interrupted and summer program service will not impact the employee's pension or benefits (which will continue to be calculated on the employee's substantive position).
- d) The Employer agrees to deduct membership dues in accordance with Article 8 of the Collective Agreement, and remit the fees to the Association.
- e) Employee remuneration for summer program service shall be calculated as follows:
 - i) A summer program principal, if required, will be paid special services pay, calculated at a daily rate of 1/196 of the employee's full-time equivalent annual salary for each day of summer program service with one (1) day being payable for each full or partial summer program day.
 - ii) Current Teachers or Yukon First Nations Language Teachers employed at a summer program will be paid special services pay, calculated daily as 1/196 of the employee's full-time equivalent annual salary pro-rated to the length of a summer program day.
 - iii) A Teacher or Yukon First Nations Language Teacher who is not a current employee employed to teach summer school will be hired as a Teacher on Call ("TOC") and paid in accordance with section 3(c) of Appendix 'D' for all instructional days, pro-rated to the length of a summer program day, but not less than one half of the daily rate. As the TOC is not backfilling for a regular employee, the rate of pay will be calculated based on the qualifications of the TOC.
 - iv) Current Educational Assistants employed at a summer program will be paid on the appropriate pay grid, with a daily rate of pay calculated in accordance with 2.01(g) pro-rated to the length of a summer program day.
 - v) An Educational Assistant, who is not a current employee, will be hired as a TOC and paid in accordance with section 3(a) of Appendix 'D' for all instructional days, pro-rated to the length of a summer school day, but not less than one half of the daily rate.

14.08 Educational Assistants – Classroom Supervision

The employer agrees to use its best efforts to avoid circumstances where an Educational Assistant is responsible for the supervision of a classroom without the oversight of a Teacher or a Teacher on Call. In exceptional circumstances, where the Employer directs an Educational Assistant to provide supervision of the entire class for no less than one-half day, the Employer will pay the Educational Assistant an allowance equal to \$50.00 per half day or \$100.00 per full day worked.

- a) This allowance is considered to be acting pay for the purpose of salary and benefits.
- b) **The employer will provide twice annual reports to the Association (January and June) of the frequency of the use of Educational Assistants to supervise classrooms without the oversight of a Teacher or a Teacher on Call, which shall include a record for each school and each Educational Assistant of the number of instances of half day and full day classroom supervision and identifying any instances when an Educational Assistant was assigned to supervise the same classroom for three or more consecutive days.**

14.09 Attendance of Welcome Week or Equivalent

An employee who attends the Department of Education’s Welcome Week or a School Board’s equivalent, or attended the Department of Education’s Welcome Week or a School Board’s equivalent immediately prior to their start date, will receive up to four (4) days pay calculated at a daily rate of 1/196 of the employee’s full time equivalent annual salary for each day attended, prorated to the length of time attended each day, with ½ day being the minimum amount payable. To be administered on the second pay in October.

Attendance at Welcome Week or its equivalent shall be considered service for the purpose of Article 50 (“Seniority”). The Parties recognize that the Employer’s seniority calculator is limited to a 980-hour year (based on the school calendar) and that service credit for attending Welcome Week or its equivalent will be manually calculated and added to the employee’s seniority.

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.

Effective July 1, 2013 persons holding a letter of permission whose years of preparation can be equated with years of university training shall be placed one category below that which would apply if their total years of training had resulted in teacher certification. Persons holding a Letter of Permission whose years of preparation cannot be equated to years of university training shall be placed at the lowest category. The Department of Education will provide the Association with a list of all persons on a letter of permission by September 30th and March 31st of each year.

15.02 **Experience Evaluation**

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

Related Experience

- b) 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 a Yukon First Nations Language Teacher on the Aboriginal Language Teacher salary grid.

15.03 **Experience Increment**

An experience increment shall be granted to:

- a) a Teacher for teaching experience;
- b) a Yukon First Nations Language Teacher for teaching and Yukon First Nations language teaching experience;
- c) an Educational Assistant or Remedial Tutor for teaching experience, Yukon First Nations language teaching experience, educational assistant experience and tutoring experience

in accredited schools on the following basis:

- d) minimum of eight (8) full-time equivalent months of employment worked during a school year;
- e) a minimum of eight (8) full-time equivalent months of employment worked that are combined from two periods of employment in consecutive school years;
- f) 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;

- g) a minimum of eight (8) full-time equivalent months of employment worked in any consecutive four-year period; or
- h) 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**

- a) An employee's anniversary date for an experience increment shall be the first day of the school year and every year thereafter, except,
- b) 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 on their anniversary date.

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 Yukon First Nations 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 continuous service in Yukon who have not previously been granted and taken educational leave 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 On or before October 31st of each year, a Joint Educational Leave Committee of three representatives each from the Department of Education and the Association, appointed by the Assistant Deputy Minister of Schools and Student Services and the President of the Association respectively, will:
- 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 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 educational 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 Schools and Student Services and the President of the Association will make the final determination after taking full consideration of the recommendations of the Joint Committee and the facilitator.
 - b) The Department and the Association, after reviewing all applications for educational leave, including the recommendations of the Joint Committee, shall determine the employees to be granted educational leave.
- 16.07 An employee who is granted educational leave shall be entitled to receive a biweekly stipend equivalent to 70% of their salary.
- 16.08
- a) An employee who has been granted educational leave shall be paid in advance of their departure from Yukon a sum equivalent to a return economy airfare between Whitehorse and Edmonton or Vancouver.

- b) 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.
- c) 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:

- a) 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
- b) Undertake to teach for a two (2) year period after re-commencement of duties, and
- c) 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, and
- d) Provide the employer with an official transcript of courses taken while on educational leave.

16.10

- a) 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.
- b) Notwithstanding 16.10 (a) 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 endeavor 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 980 hours' times the employee's annual salary for each instructional day. The Association shall be notified of the terms of the agreement.

16.13

- a) Where an employee who has been granted educational leave requests an advance of remuneration, an advance not exceeding \$2,500 shall be awarded.

- b) 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.

16.14 Educational Leave- Yukon First Nations Language Teachers

This article shall apply to the Yukon First Nations language program for the year.

Notwithstanding the above, the following provisions apply:

- a) **Eligibility:** Employees, with a minimum of one (1) year of continuous service with Yukon government, who have not previously been granted and taken training or educational leave, shall be eligible to apply to attend the Yukon First Nations language training program.
- b) **Application:** Employees interested in applying to the Yukon First Nations language training program, shall submit a written application, not later than May 1, to the Human Resources Branch of the Department of Education, with a copy to YAEP.
- i) For clarity, as per Article 16.05, the written application shall contain the employee's planned course of studies, the name of the institution or organization, the period of educational leave requested, and an explanation of why and how the course of studies will benefit the education system and the employee.
- c) **Openings:** Up to two (2) employees may be selected for the Yukon First Nations language training program.
- i) For clarity, employees selected for the Yukon First Nations language training program are in addition to the number of openings for educational leave under Article 16.03.
- d) **Selection:** Up to two (2) employees shall be selected for the Yukon First Nations language training program.
- i) Selection for this program shall be from a selection committee comprised of:
- Two (2) First Nations Education Commission members (FNEC)
 - One (1) First Nations Initiatives member (FNI)
 - One (1) Department of Education, Human Resources representative (HR)
 - One (1) Yukon Association of Education Professionals representative (YAEP)
- ii) A selection preference shall be provided to Yukon First Nations language teachers.

- e) **Duration:** The Yukon First Nations language training program shall be full-time for one (1) year's duration, for the school year.
- f) **Salary:** Employees on educational leave attending the Yukon First Nations language training program shall receive a biweekly stipend equivalent to 100% of their salary.
- g) **Expenses:** Yukon government may authorize other additional expenses incurred by participants of the Yukon First Nations language training program, with prior approval by the Employer.
- h) **Housing:** Housing assistance shall not be provided to employees participating in the Yukon First Nations language training program.
- i) **Other:** Employees on educational leave attending the Yukon First Nations language training program shall continue to adhere to Yukon government policies and procedures, to the extent practicable.
- j) **Cancel:** The Yukon First Nations language training program may be altered or cancelled by mutual consent of both Yukon government and the institution at any time. YAEP shall be notified by Yukon government if such event occurs.

ARTICLE 17

ATTENDANCE AT COURSES

17.01

- a) 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 Teacher on Call required, and
- b) The employer shall pay the cost of tuition, transportation, and the employee shall receive travelling expenses in accordance with the employer's policy on travel.

ARTICLE 18

LEAVE GENERAL

18.01

- a) Teachers on Call are not entitled to leave under this Agreement other than in accordance with Articles 21.04, 23 (specifically, TOCs shall be entitled to be on leave without pay), 24 and 25.04.
- b) 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.
- c) When the employment of an employee who has been granted more sick or special leave with pay than earned is terminated by layoff, the employer will not recover the sick or special leave advanced.
 - i) If an employee terminated under clause 18.01(c) is subsequently re-employed and service is considered to be continuous, sick or special leave

advanced but not earned prior to layoff shall be deducted from any sick or special leave credits subsequently earned.

18.02 **Leave Request and Approval**

- a) Applications for leave shall be made in writing on the appropriate leave form, to the Principal of the school, in advance of the dates required, and where not practicable immediately following the employee's return to work.
- b) The Principal shall advise the employer whether operational requirements of the school permit the leave to be approved or not approved.
- c) All leave 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.

When the employer denies an employee's leave request due to operational requirements, the employee shall be entitled, on request, to be apprised of the reasons for the denial.

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 educational 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 shall be granted up to a maximum of five (5) instructional days, upon the serious illness, imminent death and/or death of a family member, as defined in 19.03 (b) below. Leave may be taken within thirteen (13) months of the date of the death or within twenty-four (24) months from the date of death for the purpose of attending a potlatch related to the death.

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 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) Family member for the purposes of compassionate leave is defined as mother, father, sister, brother, spouse, son, daughter, aunt, uncle, niece, nephew, 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, foster parent, 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 (1) 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, dental, optometrist, chiropractor, or counseling appointments, not to exceed a maximum of one morning or afternoon, when it is not possible for an employee to arrange such appointments for themselves or their dependents outside of hours of work. Leave exceeding one morning or one afternoon may be granted in exceptional circumstances, subject to operational requirements.

Leave when an employee or their dependents is required to travel outside their community for a medical, dental, optometrist, chiropractor or counseling appointment, and when it is not possible for the employee or dependent to seek treatment or an appointment in their community or the employee or dependent has been referred by a duly qualified medical practitioner (including Primary Health Care Nurse), to a medical facility outside their 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.

- f) Leave when an employee or their 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.

- g) At the discretion of the Superintendent or designate, leave when circumstances not directly attributable to the employee prevent the reporting for duty.
- h) 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:
 - i) The purpose for which the leave is requested is identified on the application; and
 - ii) 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.

- i) Leave to a maximum of one (1) day (which may be taken as two half days) for an employee to obtain their Canadian citizenship.
- j) On the birth or adoption of a child, an employee 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.
- k) Leave when an employee is a victim of domestic violence, to a maximum of five (5) instructional days per school year. Additional leave may be granted at the discretion of the Superintendent or designate.

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

- a) 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 ten (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.
- b) All unused sick leave credits shall be carried over from one year to the next and shall be accumulated indefinitely.
- c) 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.
- d) 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.
- e) There is no maximum to the number of hours of sick leave that may be accumulated.

20.02 Granting of Sick Leave

- a) Subject to the provisions of this article, an employee who is unable to perform their duties because of illness, injury or quarantine, shall be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits.
- b) Where the employer has reason to question an employee's use of sick leave, the employee may be required to satisfy the employer of their need for sick leave in such a manner and at such time as may be determined by the employer.
- c) 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**

- a) Notwithstanding articles 20.02(a) and 20.02(b), 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.
- b) 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.
- c) 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**

- a) 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. An employee who terminates their employment more than once shall be limited in their entitlement under this Article, to a maximum of three-hundred (300) hours in total.
- b) The hourly rate of pay for pre-retirement leave or payout in lieu will be calculated on the basis of one (1) divided by 980 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

21.01 **Personal Leave Day**

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.

21.02 **Rural Personal Leave Day**

An employee in a rural school who has completed at least two years of continuous service in rural communities shall be granted one (1) day of rural personal leave to be taken in the following year subject to operational requirements.

21.03 **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 Teacher on Call, to participate in specific (i.e. other than Sabbath or equivalent) religious holidays.

21.04 **Compassionate Leave Without Pay**

Upon reasonable notice from an employee, the employer shall grant an employee up to eight (8) weeks of compassionate leave without pay to care for a critically ill member of the employee's immediate family as defined under the Yukon *Employment Standards Act*.

ARTICLE 22

MATERNITY, 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 their maternity leave. The employee shall also be entitled to parental leave under article 22.02.
- 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.
- d) At its discretion, the employer may require an employee to submit a medical certificate certifying they are fit to continue to work when the employee opts to continue to work beyond eight (8) weeks prior to the anticipated delivery date.
- e) The period of maternity leave shall abut any period of parental leave taken under the provisions of article 22.02.
- f) An employee who qualifies for sick leave under article 20 of the collective agreement may claim such benefits for any period of time prior to the commencement or following the completion of maternity leave.

22.02 **Parental Leave**

- a) An employee parent who intends to request parental leave shall submit a written request to the employer at least eight (8) weeks prior to the proposed commencement of the leave, and include:
 - i) A certificate of a medical practitioner or other evidence stating the date of birth 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).

- b) An employee parent shall be granted up to fifty-two (52) weeks of parental leave without pay, inclusive of any period previously taken for maternity. Parental leave is to be completed within fifty-two (52) weeks after the birth of the child or in the case of an adopted child, fifty-two (52) weeks after the child comes into the employee's care and custody.
- c) Where both parents are employees, they may both apply for parental leave, provided the combined total of any leave under this article does not exceed 52 weeks. 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.
- d) Where the employee's newborn or adopted child is born prematurely, or is born with or contracts a condition that requires their hospitalization within the period of leave provided for under this clause, the period of parental leave without pay may be extended by an additional period equal to the period during which the child is hospitalized. This extension shall end no later than one hundred and four (104) weeks after the birth or placement of the child.

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

An employee, who is granted maternity and/or parental leave, shall be paid a maternity and/or parental leave allowance in accordance with the Supplementary Employment Insurance Benefit (SEIB) plan. In order to qualify for maternity and/or parental leave payments under the SEIB plan, the following provisions shall apply:

- a) An employee must provide the employer with proof that they have applied for, are eligible for and in receipt of maternity or parental benefits under the *Employment Insurance Act*.
- b) In respect of the period of maternity and/or parental leave, payments made according to the SEIB plan will consist of the following:
 - i) where the employee is subject to a waiting period of one (1) week before receiving employment insurance benefits, a payment for that one (1) week period equivalent to eighty-six (86%) percent of their standard daily rate of pay (1/196 times the employee's basic salary plus administrative allowances or supervisory allowances, according to Appendix "A", "B", or "C") in effect at the commencement of the leave, less any other monies earned during this period; and
 - ii) up to a maximum of fifteen (15) additional weeks for maternity and/or up to a maximum of sixteen (16) additional weeks for parental leave, payments equivalent to the difference between the employment insurance maternity and standard parental benefits that the employee received at the actual time of the leave and eighty-six (86%) percent of their standard daily rate of pay in effect at the commencement of the leave, less any other monies earned this period.
 - iii) In no case will the entitlement period for a combination of maternity and parental leave allowance be greater than thirty-two (32) weeks for one employee parent.

- c) Employees are not entitled to payments under the SEIB plan with respect to any period of parenthood leave article 22.04.
- d) Subject to the provisions of the EI benefit regulations, should the birth parent die or become incapacitated and unable to attend to the newborn, the employee non-birthing parent 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:
 - i) the employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan; and
 - ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

22.04 **Parenthood Leave**

On request from an employee parent who has completed maternity or parental leave, parenthood leave without pay may be granted subject to operational requirements for an additional period not to exceed fifty-two (52) weeks.

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

- a) In the case of 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 leave under this article within the current school year shall be reassigned to the same position they occupied prior to the leave, or to a position mutually agreeable between the employee and the employer.
- e) Where an employee intends to return from leave in a subsequent school year, or where the total leave requested under this article exceeds fifty-two (52) weeks, the employer will endeavour to place an employee in the same or equivalent position.
- f) At the employee's request, the employer may authorize an employee who has taken maternity or parental 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.

22.06 Benefits

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

22.07 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 *Workers' Safety and Compensation 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 their position as a result of:

- a) personal injury accidentally received in the performance of their 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:
 - i) in the performance of extracurricular activities specifically sanctioned by the employer;
 - ii) during approved events pursuant to Article 12 Professional Development; or
 - iii) during any course pursuant to Article 17 Attendance at Courses;

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' Safety and Compensation Board (WSCB) and where the employee agrees to pay the employer all funds the employee is entitled to receive from the WSCB, 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 WSCB 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' Safety and 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 their 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 980 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

- a) Where an employee has been granted a year's leave of absence without pay, the employer will endeavor to place the employee upon return to the same or an equivalent position and, if possible, within the same community.
- b) An employee shall notify the employer in writing of their intention to return to duty at least three (3) months prior to the termination date of their 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 \$3,000. 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).
- 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 their 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 their 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 their 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 their coverage, the employee shall be required to pay to the employer, in advance, either their 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 their leave of absence without pay commenced.

ARTICLE 27

LAYOFF

- 27.01 The term "layoff" refers to a reduction in the total number of indeterminate employees at a school due to:
- a) a decrease in the number of students;
 - b) the closure of, and discontinuance of instruction in, a school, classroom, or instructional department;
 - c) discontinuance of an instructional program; or
 - d) insufficient appropriated funds.
- 27.02 In determining which employees should be laid off from a school, or recalled to employment, the employer shall give equal consideration to the employees' seniority, qualifications, and skills and suitability to perform the duties of the remaining positions. When two or more employees are relatively equal in terms of their qualifications and their skills and suitability to perform the duties of the remaining positions, seniority shall govern.
- 27.03 In laying off employees and filling indeterminate vacancies, the employer shall adhere to the following process:
- a) each school year, the employer shall make reasonable effort to identify all the indeterminate vacancies for the following school year. The number of anticipated vacancies at each school will be reported to the Association.
 - b) before internally or publicly posting any of these indeterminate vacancies, the employer shall make reasonable effort to determine which employees will be laid off, in accordance with Articles 27.01 and 27.02, and issue Notice of Layoff in accordance with Article 27.04;
 - c) employees in a temporary assignment who, at the time of the assessment in 27.03(b), are expected to convert to indeterminate status before the end of the

school year (pursuant to Article 47), shall be assessed for layoff alongside the indeterminate employees.

- d) the employer shall consider those employees selected for layoff, as well as any other previously laid off indeterminate employees with existing recall rights, and determine which employee or employees, if any, are qualified for each indeterminate vacancy;

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.

27.04 Notice of Layoff:

- a) Where the employer proposes to lay off an employee, the employer will deliver to the employee a written Notice of Layoff setting forth:
 - i) the employee's last day of employment and effective date of the layoff;
 - ii) a statement of the employee's recall rights and severance rights;
- b) The Notice of Layoff referred to in this Article 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 prior to the effective date, unless the employee selects severance instead of recall rights under Article 28.01(e). Where practicable, notice of intention to provide the Notice of Layoff will be delivered 90 days in advance of the effective date of layoff.
- c) The acceptance of a temporary or indeterminate position by an employee during the pre-layoff period nullifies the layoff notice.

27.05 Employees who have received Notice of Layoff:

- a) may be re-employed without competition;
- b) are eligible to be re-employed for a period of two years from receipt of the Notice of Layoff;
- c) shall be re-employed in priority to other qualified persons;
- d) will be offered re-employment alongside Notice of Layoff if a suitable vacancy has been identified at that time.
- e) For greater clarity, recall rights apply to all vacancies anticipated under 27.03(a), even if the selection process for a given vacancy takes place prior to the employee's last day of work.

27.06 An employee's right to recall ends when that employee:

- a) is re-employed in an indeterminate position suitable to the employee's qualifications and experience, and at least equal to their FTE level at the time of layoff;
- b) is not re-employed into an indeterminate position within two years from the date when the employee was issued Notice of Layoff; or
- c) declines re-employment unreasonably, taking into account the location and nature of the position held at the time of layoff, and the nature and location of the proposed re-employment.

27.07 When an employee is recalled for a period of limited duration of more than three (3) months, the notice of re-employment shall constitute notice of intention to issue a new Notice of Layoff to be effective at the end of that period.

27.08 Nothing in this Article 27 limits the severance pay provisions of Article 28.

ARTICLE 28

SEVERANCE PAY

28.01 Layoff

- a) An employee who has more than ten (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 year 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 Article 27. The employee will inform the employer in writing of their decision within thirty (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 Article 27.05
- 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 they 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 (2) year period.

28.02 Severance Pay on Resignation

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 for service accrued up to June 30, 2018 to a maximum of thirty-five (35) years. The accrual of severance for all employees shall end after

June 30, 2018. Employees whose employment commences after June 30, 2018 shall not be entitled to severance pay on resignation. 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 for service accrued up to June 30, 2018 to a maximum of thirty-five (35) years, less any period in respect of which the severance pay was granted. The accrual of severance for all employees shall end after June 30, 2018. Employees whose employment commences after June 30, 2018 shall not be entitled to severance pay on retirement. 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) Severance pay shall not be payable under this clause in the event an employee's employment is terminated during their probationary period, or otherwise 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.

28.07 **Severance Voluntary Pay-Out**

An employee with at least five (5) years of continuous service may elect to have all or a portion of their accrued severance paid out prior to resignation or retirement, subject to the following conditions:

- a) Pay-out must be requested in five-year increments, (e.g. 5 years, 10 years, etc.)
- b) An employee may request a voluntary severance pay-out each time the employee accrues another five-year increment of severance.
- c) Request for pay-out must be made by February 28 each year.
- d) Voluntary severance will be paid on the pay day falling immediately after April 1st.
- e) An eligible employee 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 service accrued up to June 30, 2018 requested for pay-out to a maximum of 35 years.
- f) The number of years of voluntary severance paid out will be subtracted from remaining accrued balance of severance for the purposes of Article 28.
- g) An employee's accrual of severance shall end after June 30, 2018.

ARTICLE 29

YUKON BONUS

- 29.01 There shall be an automatic Yukon Bonus travel benefit of \$2,242, from which income tax may or may not be deducted, at the employee's option. Unless the employee provides written direction otherwise to the Public Service Commission, the Yukon Bonus will be paid as an untaxed benefit.
- 29.02 An employee, other than a Teacher on Call, must meet the following criteria to be eligible to receive a Yukon Bonus:
- a) An initial qualifying period of two years of continuous service with the Yukon Government before being eligible to be paid their first Yukon Bonus.
 - b) For each full year of continuous service subsequent to their qualifying period of service, an employee is entitled to a Yukon Bonus which will be paid on the pay day falling immediately after the employee's continuous service date.
- 29.03 For administrative purposes, a permanent employee whose continuous service date aligns with the beginning of a school year, and who would be eligible to receive a Yukon Bonus on their continuous service date, shall be paid their Yukon Bonus at the end of the previous school year.
- 29.04 For administrative purposes, a permanent employee whose continuous service date aligns with the beginning of a school year and who would be eligible to receive a Yukon Bonus on their continuous service date, who resigns effective the last day of the school year shall be paid at the end of that school year.
- 29.05 If an employee takes authorized leave without pay in excess of 30 consecutive calendar days, other than maternity, parental or educational leave, their Yukon Bonus shall be reduced proportionally for each period of 30 consecutive calendar days of leave without pay that they take.

- 29.06 A part-time employee shall be entitled to a Yukon Bonus in proportion to the number of instructional hours worked in relation to a full time employee.
- 29.07 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 day in the school year.
- 29.08 An employee shall be paid on layoff a pro-rated Yukon Bonus based on the number of completed instructional hours of continuous service since their last qualifying date or, in the case of their initial Yukon Bonus, since the commencement of their employment.

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) All full-time Old Crow employees, shall be entitled to submit a claim once per school year equivalent to the cost of one (1) economy return air fare from Old Crow to Whitehorse for the employee, their spouse and one child.
 - 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, other than a Teacher on Call, 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 \$ 945
 - b) Haines Junction, Teslin, Carmacks \$1,166
 - c) Watson Lake, Dawson City \$1,785
 - d) Mayo, Ross River, Pelly Crossing
Destruction Bay, Beaver Creek, Faro \$2,310
 - e) Old Crow \$8,610

- 31.02 No employee will suffer a reduction in their 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) months' advanced 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 their 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 Transferred from one Community to Another at Employer's Direction

a) 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 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 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 not more than three (3) representatives of each of the Association and 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 or any subsequent changes 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* (980 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) This Article **applies to** Specialist Teachers, Learning Assistance Teachers, Program Implementation Teachers, Teacher Librarians, **and Yukon First Nation Language Teachers**, but does not **apply to** Teachers on Call.

34.02

- a) Teachers shall be entitled to twelve and one-half (12.5%) percent 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 twenty (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 AND DIVERSITY

35.01 Objective

The parties to this Agreement recognize the objective of having class sizes conducive to creating conditions under which students are able to learn and educators are able to carry out their duties pursuant to the *Education Act*.

35.02 Maximum Size

The following class size numbers are to be used in planning for each school year. Where possible to do so, classes will be established by the end of September, as well as by the end of the February for secondary schools on semester system.

Maximum size for regularly scheduled classes shall be:

Kindergarten	18 pupils
Grades 1 to 3	22 pupils
Grades 4 to 7	25 pupils
Grade 8 to 9	26 pupils
Grades 10 to 12	28 pupils
I.E. or Home Ec.	16 pupils

35.03 **Exceeding Class Size**

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.

When class size is exceeded, consultation shall occur among the teacher, principal, and school-based team. If it is decided not to reduce the class size to the guideline, assistance shall be provided in the form of additional school staff unless other arrangements are mutually agreed to by the teacher, the principal, the Association and the employer.

35.04 **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" – Positive Behavior Intervention and Classroom Diversity 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 extracurricular activities as an important aspect of school life and student development.

36.03 While the employer and the Association recognize that extracurricular 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;
- c) after 5:00 PM unless otherwise agreed to.

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

37.03 One (1) 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.
- 37.05 There shall be no more than three (3) hours of staff meeting time per month, except in out of the ordinary circumstances.

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 *Workers' Safety and Compensation 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. The Employer will provide minutes of the health and safety committee meetings quarterly to the Association.
- 38.03 An allowance of \$700 per year shall be provided to an employee, other than a Teacher on Call, who serves as the Safety Representative or Health and Safety Committee member, as outlined in the *Workers' Safety and Compensation Act*, at their school of employment.
- 38.04 **Safe working and learning conditions**
- a) The employer and the Association recognize that every employee has a right to freedom from assault in the workplace.
 - b) For the purposes of this article, assault means physical assault, verbal assault or threatened assault.
 - c) 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.
 - d) 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 behavior and establishing norms for overall classroom behavior are best practices for classroom management.
 - e) 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.

- f) 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.
- g) 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 behavior.

ARTICLE 39

DISCRIMINATION, HARASSMENT, AND WORKPLACE VIOLENCE

39.01 The Employer, the employees, and the Association recognize the importance of the Yukon *Human Rights Act*, the ***Workers Safety and Compensation Act***, as amended from time to time, and the right of all persons employed in the Public Service to work in an environment free from **violence, discrimination, harassment**, and disrespectful conduct including bullying or abuse of authority.

39.02 **For the purpose of this Article, definitions are as follows:**

a) **“Discrimination” means any form of adverse treatment based on any of the following grounds:**

- i) **ancestry, including colour and race;**
- ii) **national origin;**
- iii) **ethnic or linguistic background or origin;**
- iv) **religion or creed, or religious belief, religious association, or religious activity;**
- v) **age;**
- vi) **sex, including pregnancy, and pregnancy related conditions;**
- vii) **gender identity or gender expression;**
- viii) **sexual orientation;**
- ix) **physical or mental disability;**
- x) **criminal charges or criminal record;**
- xi) **political belief, political association, or political activity;**
- xii) **marital or family status;**
- xiii) **source of income;**
- xiv) **actual or presumed association with other individuals or groups whose identity or membership is determined by any of the grounds listed in paragraphs i) to xiv)**

or because they are 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.

For clarity, the Parties agree that discrimination based on “sex” includes sexual harassment.

b) **“Disrespectful conduct” means behavior by an individual directed against another individual that a reasonable person would consider disrespectful.**

- c) **“Harassment” (including bullying) is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, which affect an employee's dignity and that result in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.**
- d) **“Sexual Harassment” means conduct, comments, 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.**
- e) **“Abuse of authority” means the improper use of power that flows from a supervisor or manager’s position of authority over an employee; in particular, intimidation, threats or coercion, which could reasonably be expected to endanger an employee’s ability to perform their job, threaten the employee’s economic livelihood, or significantly affect their physical or emotional well-being. It is not abuse of authority to exercise managerial responsibility legitimately.**
- f) **“Workplace Violence” means any of the following that occurs in a workplace or is work-related:**
 - i) **The threatened, attempted, or actual exercise of physical force by a person that causes, or is likely to cause, an injury to a worker; or**
 - ii) **A threatening statement made, or any conduct engaged in by a person that gives a worker reasonable cause to believe that the worker is at risk of injury.**

39.03 An employee has the right to seek assistance and/or involvement of an Association representative when alleging a violation of Article 39.01 above.

39.04 All grievances filed under this article shall be treated with dispatch and strict confidentiality.

39.05 The complainant and respondent may, by mutual agreement, agree to use Conflict Management Services for dispute resolution alternatives such as mediation. The parties recognize that, in appropriate circumstances, informal dispute resolution processes may be in the best interests of all involved and where possible, will encourage employees to pursue this option. If Conflict Management Services is engaged, the matter will be held in abeyance until the completion of the Conflict Management Services process. Conflict Management Services must advise the complainant, their Association representative, the respondent, and the Department of the Complainant in writing once the mediation/ADR process has been completed, including whether the matter has been resolved to the satisfaction of the complainant and respondent.

39.06 When there is an alleged violation of Article 39.01, the employee may elect to use the grievance process in accordance with Article 10.11. Grievances arising from an alleged violation of this Article will be submitted to the Public Service Commission.

- 39.07** In the event an employee feels unsafe due to an alleged breach of Article 39.01, the employee has the right to seek immediate assistance to ensure a safe work environment, and may rely upon the provisions contained in Article 38, Health and Safety.
- 39.08** Where the Respectful Workplace Policy and the collective Agreement are in conflict, the Collective Agreement shall prevail.
- 39.09** The Employer shall provide Respectful Workplace training in the following manner:
- a) New Staff – The **Employer** will provide an introductory training session to new staff prior to the start of the instructional year **or as soon as reasonably possible**.
 - b) On Demand – The **Employer** will provide additional support to any school or individual staff member upon request. In the event a school feels they require a more intensive workshop, they may work in partnership with their School Council to offer training on a School Council non-instructional day.

ARTICLE 40

ADMINISTRATIVE LEAVE

40.01 Admin Leave

- a) In rare circumstances, it may be necessary to remove an employee from the workplace and place them on administrative leave without loss of pay for scheduled regular hours of work pending the outcome of an investigation that could lead to discipline.

The Employer shall only put an employee on administrative leave when it is reasonable and justified, and the conditions below are met, or in other circumstances as agreed to by the parties:

- i) there are legitimate reasons for the paid administrative leave, having regard for the health, safety and wellbeing of students, employees, and other members of the school community; AND,
 - ii) an investigation has been initiated and the employee's presence in the workplace may impact the investigative process; AND,
 - iii) management has determined that the risk cannot be mitigated by keeping the employee at work with increased supervision, or in another location or through an alternate work assignment.
- b) When a paid administrative leave is imminent, the Employer shall advise the employee/union representative of the leave and the rationale for the leave.
 - c) Decisions made to place an employee on administrative leave are subject to challenge under the grievance process.
 - d) The Employer and YAEP shall respect the privacy of the employee and others included in the investigation. No public or media statement

regarding the investigation or leave will be released, other than a statement confirming an employee is on administrative leave, unless required in order to protect the health, safety or welfare of the public.

- e) **With respect to matters within the control of the employer all reasonable efforts will be made to conclude the investigation/leave in a timely matter.**
- f) **When an employee is being returned to work following a period of administrative leave, the Employer will meet with the employee and union representative to develop a return to work plan which is supportive of the employee's reintegration, which may include the employer providing the employee and the employee's family with reasonable specialist counselling and/or medical assistance, when necessary and appropriate.**

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 employee shall be maintained at the Public Service Commission office. Any files relating to an employee shall be consolidated when the employee 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 shall be removed from the file provided that the employee has attained a clear work record for three (3) 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 Labour 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 their 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, other than Teacher on Calls, 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 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 examinations during weekends or vacation periods shall be entitled to receive an allowance equivalent to 1/196th the employee's basic salary, for each day so assigned.

ARTICLE 46

PROBATIONARY PERIOD

Provided the following is not inconsistent with any consequent legislative amendments to the *Education Labour Relations Act* following the joint recommendation by the Parties pursuant to the Letter of Understanding – Probation, temporary employees, hiring priority and layoffs dated December 3, 2018.

46.01 Teachers

- a) Teachers (including Yukon First Nations Language Teachers) hired by the Employer shall serve an initial probationary period of employment of 950 instructional hours in temporary or indeterminate appointments under this agreement. At least 245 of the 950 instructional hours must occur in the same position and school, in a single school year.
- b) Probationary Teachers shall undergo an evaluation during their probationary period. The evaluation framework and process used shall be adapted to reflect the length and timing of the appointment used to satisfy the 245-hour requirement. Probationary employees not evaluated by the Employer during their probationary period are deemed to have successfully completed their probation.
- c) At the discretion of the Employer, a Teacher's probationary period may be extended for an additional 950-hour period if the Teacher, has not received an evaluation with an overall performance rating of "Meeting Expectations (Proficient)" or "Exceeding Expectations (Distinguished)".

46.02 Educational Assistants and Remedial Tutors

- a) Educational Assistants and Remedial Tutors shall serve a probationary period of six (6) months from the date of commencement of employment.
- b) Educational Assistants and Remedial Tutors shall undergo an evaluation during their probationary period. Probationary Educational Assistants and Remedial Tutors

not evaluated by Government during their probationary period are deemed to have successfully completed their probation.

- c) At the discretion of Government, an Educational Assistant's probationary period may be extended for an additional six (6) month period if they received an unsatisfactory performance evaluation.

ARTICLE 47

TEMPORARY APPOINTMENTS

Provided the following is not inconsistent with any consequent legislative amendments to the *Education Labour Relations Act* following the joint recommendation by the Parties pursuant to the Letter of Understanding – Probation, temporary employees, hiring priority and layoffs dated December 3, 2018.

- 47.01 Temporary appointments may only be used to replace absent employees on leave, or where reasonable grounds exist to conclude that a position will otherwise be limited in duration (e.g. the position is contingent on funding beyond the direct control of the Employer).
- 47.02. Indeterminate vacancies which arise during the school year may be posted as temporary vacancies and filled with a temporary appointment until the end of the school year, at which time it will be posted as an indeterminate vacancy.
- 47.03. Positions which the Employer reasonably knows will be more than 30 instructional days in duration shall be filled with a temporary appointment. Temporary appointments shall not exceed twenty (20) months in duration (i.e. temporary vacancies of more than twenty (20) months shall be posted as indeterminate vacancies.)
- 47.04 When the Employer reasonably expects that an employee's absence is reasonably expected to last more than 30 instructional days, the employer shall post the position as a temporary vacancy. The Employer may elect not to post the position if the resulting appointment would be for less than fifteen (15) instructional days beyond the end of the initial vacancy. Absent mutual agreement, the Employer may exercise its right not to post under this clause only once per vacancy. In these circumstances, the Teacher on Call in the assignment will remain in the position and shall be granted a temporary appointment retroactive to the first day of call out.

Successive Temporary Contracts and Conversion

- 47.05 An employee who has: accumulated sixteen (16) aggregate full-time equivalent ("FTE") months of service under temporary appointments over the course of a maximum of four (4) consecutive school years, and whose most recent evaluation was rated:
 - a) "Proficient" or "Distinguished" (or its equivalent as amended or varied from time to time) as a Teacher; or
 - b) "Satisfactory" (or its equivalent as amended or varied from time to time) as an Education Assistant or Remedial Tutor;

shall be converted to indeterminate status. The evaluation framework and process used shall be adapted to reflect the length and timing of the temporary appointment.

For the purpose of Article 47.05, one (1) month FTE is 95 hours of work service of the employee.

- 47.06 Conversion shall occur at the average FTE equivalent (weighted to include length of appointment) of the temporary contracts held by the employee over the sixteen (16) months of aggregate service which entitled them to convert to indeterminate status.
- 47.07 Where an employee in a temporary appointment converts to indeterminate status during a school year, but does not hold an assignment for a period of time between conversion and the end of that school year, the employee will be placed on unpaid leave and shall:
- a) be eligible to be recalled to employment as if they were laid off under Article 27;
 - b) be eligible to apply for vacancies as an indeterminate employee; and
 - c) for the purposes of Article 27 (Layoff), be deemed to be a member of the school in which they held their most recent temporary appointment.

ARTICLE 48

POSTING AND FILLING TEACHER VACANCIES

- 48.01 Temporary and indeterminate Teacher vacancies shall be posted for a minimum period of seventy-two (72) hours, unless otherwise agreed by the Parties.
- 48.02 Temporary and indeterminate Teacher vacancies may be filled without posting in the following circumstances:
- a) an employee returning from leave is entitled to their own, or an alternate, position;
 - b) an employee is entitled to be recalled under Article 27;
 - c) to enable a transfer initiated by the Employer under the provisions of the *Education Labour Relations Act*;
 - d) to facilitate an accommodation; and,
 - e) by mutual agreement between the Employer and the Association.
- 48.03 Any transfer initiated by the Employer under the provisions of the *Education Labour Relations Act* will be confirmed in writing to the employee and copied to the Association.
- 48.04 Employees with indeterminate positions may not apply for temporary vacancies without the permission of their Superintendent.

ARTICLE 49

TEACHER PRIORITY HIRING

- 49.01 Qualified applicants for posted teacher vacancies shall be hired in the following priority order:
- a) Persons of Yukon First Nations Ancestry;
 - b) Another Canadian Indigenous Ancestry;**

- c) Indeterminate teachers with three (3) or more years of continuous service in the same school;
- d) Other indeterminate teachers;
- e) Other applicants.

ARTICLE 50

SENIORITY

50.01 In this collective agreement, "seniority" means the sum of an employee's aggregate FTE service under temporary and indeterminate appointments.

- a) Inclusive of:
 - i) Summer school/literacy camp from 2020 onward;
 - ii) **Attendance at Welcome Week or its equivalent from 2025 onward;**
 - iii) Sickness and medical leave;
 - iv) Maternity and/or Parental Leave;
 - v) Educational Leave; and
 - vi) Other service or leave, by mutual agreement of the Employer and Association.
- b) Exclusive of:
 - i) Personal (discretionary) LWOP;
 - ii) Parenthood Leave; and
 - iii) Deferred Salary Leave.
- c) Seniority during periods of leave will accrue at the employees substantive FTE at the time the Leave was taken.

50.02 Seniority shall continue to accrue for a maximum of two (2) years when an employee leaves the bargaining unit for a position with the Employer (including secondments to Yukon First Nations) and will accrue at the rate of the FTE at the time leave was taken. Employees returning to a position in the bargaining unit who have not left the employment of the Employer shall be considered to have retained all of their accrued seniority should they return at a later date.

50.03 When the seniority of two (2) or more employees is equal under article 50.01, the employee with the greatest aggregate length of employment as a member of the YAEP bargaining unit with the employer shall be deemed to have the greatest seniority.

50.04 Employees, other than Teachers on Call, shall have electronic access to view their accrued seniority earned since the commencement of the 2016/2017 school year:

- a) Current seniority figures will be available to members no later than January 31 of each school year;

- b) The employee will have the opportunity to request a review of their seniority until February 28 of the same school year;
- c) Any review and amendments to the employee's seniority will be completed by March 31 of each school year and communicated to affected employees at time of completion.

50.05 The Employer will provide a paper copy of an employee's seniority statement once per year, upon written request from the employee.

50.06 The Employer agrees to provide the Association with a list of all members, and their seniority accrued since July 1, 2016, current as of January 1 of each school year, by January 31. A finalized seniority list for these members will be provided to the Association by March 31.

ARTICLE 51

REOPENER OF AGREEMENT

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

ARTICLE 52

DURATION AND RENEWAL

52.01 The duration of this Agreement shall be from July 1, 2024 to June 30, 2027.

Appendices

Effective July 1, 2024 - **8.15** % increase to Salaries and Grids

Effective July 1, 2025 - **3.0** % increase to Salaries and Grids

Effective July 1, 2026 - **3.0** % increase to Salaries and Grids

Teacher Pay Grid Effective July 1, 2024 8.15% Increase to Salaries and Grids					
Annual Rates					
Years of Experience	Category IV	Category V	Category V Plus	Category VI	Category VI
0	85,592	92,105	93,672	95,242	95,242
0.5	87,604	94,156	95,739	97,321	97,321
1	89,615	96,208	97,807	99,401	99,401
1.5	91,631	98,247	99,863	101,477	101,477
2	93,646	100,285	101,919	103,553	103,553
2.5	95,661	102,334	103,983	105,632	105,632
3	97,676	104,382	106,046	107,712	107,712
3.5	99,692	106,433	108,111	109,788	109,788
4	101,708	108,483	110,175	111,865	111,865
4.5	103,722	110,530	112,238	113,948	113,948
5	105,736	112,577	114,302	116,031	116,031
5.5	107,749	114,623	116,364	118,108	118,108
6	109,761	116,669	118,426	120,186	120,186
6.5	111,777	118,715	120,490	122,264	122,264
7	113,792	120,761	122,554	124,341	124,341
7.5	115,809	122,811	124,616	126,420	126,420
8	117,825	124,860	126,678	128,500	128,500
8.5	119,846	126,907	128,739	130,576	130,576
9	121,868	128,954	130,800	132,652	132,652
9.5	123,884	131,003	132,867	134,737	134,737
10	125,900	133,053	134,934	136,821	136,821

Teacher Pay Grid Effective July 1, 2025 3.0% Increase to Salaries and Grids					
Annual Rates					
Years of Experience	Category IV	Category V	Category V Plus	Category V	Category VI
0	88,160	94,868	96,482	98,099	98,099
0.5	90,232	96,981	98,611	100,241	100,241
1	92,303	99,094	100,741	102,383	102,383
1.5	94,380	101,194	102,859	104,521	104,521
2	96,455	103,294	104,977	106,660	106,660
2.5	98,531	105,404	107,102	108,801	108,801
3	100,606	107,513	109,227	110,943	110,943
3.5	102,683	109,626	111,354	113,082	113,082
4	104,759	111,737	113,480	115,221	115,221
4.5	106,834	113,846	115,605	117,366	117,366
5	108,908	115,954	117,731	119,512	119,512
5.5	110,981	118,062	119,855	121,651	121,651
6	113,054	120,169	121,979	123,792	123,792
6.5	115,130	122,276	124,105	125,932	125,932
7	117,206	124,384	126,231	128,071	128,071
7.5	119,283	126,495	128,354	130,213	130,213
8	121,360	128,606	130,478	132,355	132,355
8.5	123,441	130,714	132,601	134,493	134,493
9	125,524	132,823	134,724	136,632	136,632
9.5	127,601	134,933	136,853	138,779	138,779
10	129,677	137,045	138,982	140,926	140,926

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, 2026 3.0% Increase to Salaries and Grids					
Years of Experience	Annual Rates				
	Category IV	Category V	Category V Plus	Category VI	Category VI
0	90,805	97,714	99,376	101,042	101,042
0.5	92,939	99,890	101,569	103,248	103,248
1	95,072	102,067	103,763	105,454	105,454
1.5	97,211	104,230	105,945	107,657	107,657
2	99,349	106,393	108,126	109,860	109,860
2.5	101,487	108,566	110,315	112,065	112,065
3	103,624	110,738	112,504	114,271	114,271
3.5	105,763	112,915	114,695	116,474	116,474
4	107,902	115,089	116,884	118,678	118,678
4.5	110,039	117,261	119,073	120,887	120,887
5	112,175	119,433	121,263	123,097	123,097
5.5	114,310	121,604	123,451	125,301	125,301
6	116,446	123,774	125,638	127,506	127,506
6.5	118,584	125,944	127,828	129,710	129,710
7	120,722	128,116	130,018	131,913	131,913
7.5	122,861	130,290	132,205	134,119	134,119
8	125,001	132,464	134,392	136,326	136,326
8.5	127,144	134,635	136,579	138,528	138,528
9	129,290	136,808	138,766	140,731	140,731
9.5	131,429	138,981	140,959	142,942	142,942
10	133,567	141,156	143,151	145,154	145,154

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. Principal, Vice-Principal and Team Leader Allowances

In addition to the basic salary, each Principal, Team Leader Gadzoosdaa Residence, Team Leader, Teen Parent Centre, Team Leader, Individual Learning Centre, Team Leader Aurora Virtual School, and Executive Director YSAA shall be paid an annual administrative and supervisory allowance as follows. The basic and supervisory allowances shall be adjusted annually, in accordance with the general salary increases applied to the salary grids.

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.

	<u>Category 1 (1 programme)</u>	<u>Category 2 (2 programmes)</u>
Effective July 1, 2024	\$6,552	\$8,038
Effective July 1, 2025	\$6,749	\$8,279
Effective July 1, 2026	\$6,951	\$8,527

Supervisory Allowance:

Based on the actual number of professional staff (Teachers) and paraprofessional staff (Educational Assistants, Remedial Tutors, Yukon First Nations Language Teachers) supervised, up to and including a maximum of 42 on the regular¹ staff of the school, as follows:

	<u>The first 2 - 6 Professional and Paraprofessionals</u>	<u>The next 7 - 18 Professional and Paraprofessionals</u>	<u>The next 19 - 42 Professional and Paraprofessionals</u>
Effective July 1, 2024	\$733/year/employee	\$676/year/employee	\$553/year/employee
Effective July 1, 2025	\$755/year/employee	\$696/year/employee	\$570/year/employee
Effective July 1, 2026	\$778/year/employee	\$717/year/employee	\$587/year/employee

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

¹ “Regular” in this context refers to the staff assigned to each school, prior to the end of September, for the duration of the school year.

2. **School Management Responsibilities Allowance**

In recognition of the leadership and management duties Principals, Vice-Principals and Team Leaders are required to perform outside of the regular school calendar, four (4) lieu days per school year shall be granted to Principals, Team Leader Gadzoosdaa Residence, Team Leader Teen Parent Centre, Team Leader Individual Learning Centre, Team Leader Aurora Virtual School, Executive Director YSAA, and Vice-Principals. At the end of the school year, unused days will be paid out at 1/196th of their annual salary and allowances.

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. **Reading Recovery Teacher Leaders**

In addition to basic salary, the Reading Recovery Teacher Leaders will be paid a Department Head (Major Head) allowance.

Tutor/Education Assistant Pay Grid Effective July 1, 2024 (7% Increase to Pay Grid – prior to General Wage Increase)					
8.15% Increase to Salaries and Grids Annual Rates					
Years of Experience	Level 2	Level 3	Level 4	Level 5	
0	51,395	53,880	57,667	61,718	
0.5	52,239	54,743	58,591	62,709	
1	53,083	55,606	59,515	63,699	
1.5	53,933	56,496	60,405	64,584	
2	54,783	57,387	61,295	65,468	
2.5	55,660	58,245	62,186	66,391	
3	56,539	59,104	63,077	67,315	
3.5	57,384	59,963	63,999	68,305	
4	58,230	60,820	64,920	69,297	
4.5	59,076	61,710	65,810	70,183	
5	59,921	62,602	66,700	71,069	
5.5	60,799	63,459	67,610	72,032	
6	61,677	64,317	68,520	72,997	
6.5	62,522	65,193	69,409	73,899	
7	63,366	66,070	70,298	74,801	
7.5	64,211	66,945	71,188	75,702	
8	65,055	67,819	72,078	76,604	

Level 2 High School graduation or equivalent standing.

Level 3 High School graduation or equivalent standing, supplemented with one (1) year post-secondary training in a field or program of study, related to education and/or child development, supplemented with one (1) year post-secondary training in a field or program of study, related to education and/or child development, supplemented with two (2) or more years post-secondary training in a field or program of special education, teacher education, early childhood education, or the provision of social or medical services).

Level 4 High School graduation or equivalent standing, supplemented with two (2) or more years post-secondary training in a field or program of study (or completion of an Educational Assistant program of any length from an accredited Canadian post-secondary institution), related to education and/or child development (e.g. training related to the support of students with exceptionalities, special education, teacher education, early childhood education, or the provision of social or medical services).

Level 5 High School graduation or equivalent standing, supplemented with three (3) or more years post-secondary training in one or more fields or programs of study, related to education and/or child development (e.g. training related to the support of students with exceptionalities, special education, teacher education, early childhood education, or the provision of social or medical services).

Tutor/Education Assistant Pay Grid Effective July 1, 2025 3.0% Increase to Salaries and Grids Annual Rates					
Years of Experience	Level 2	Level 3	Level 4	Level 5	
0	52,937	55,496	59,397	63,570	
0.5	53,806	56,385	60,349	64,590	
1	54,675	57,274	61,300	65,610	
1.5	55,551	58,191	62,217	66,522	
2	56,426	59,109	63,134	67,432	
2.5	57,330	59,992	64,052	68,383	
3	58,235	60,877	64,969	69,334	
3.5	59,106	61,762	65,919	70,354	
4	59,977	62,645	66,868	71,376	
4.5	60,848	63,561	67,784	72,288	
5	61,719	64,480	68,701	73,201	
5.5	62,623	65,363	69,638	74,193	
6	63,527	66,247	70,576	75,187	
6.5	64,398	67,149	71,491	76,116	
7	65,267	68,052	72,407	77,045	
7.5	66,137	68,953	73,324	77,973	
8	67,007	69,854	74,240	78,902	

Tutor/Education Assistant Pay Grid Effective July 1, 2026 3.0% Increase to Salaries and Grids					
Annual Rates					
Years of Experience	Level 2	Level 3	Level 4	Level 5	
0	54,525	57,161	61,179	65,477	
0.5	55,420	58,077	62,159	66,528	
1	56,315	58,992	63,139	67,578	
1.5	57,218	59,937	64,084	68,518	
2	58,119	60,882	65,028	69,455	
2.5	59,050	61,792	65,974	70,434	
3	59,982	62,703	66,918	71,414	
3.5	60,879	63,615	67,897	72,465	
4	61,776	64,524	68,874	73,517	
4.5	62,673	65,468	69,818	74,457	
5	63,571	66,414	70,762	75,397	
5.5	64,502	67,324	71,727	76,419	
6	65,433	68,234	72,693	77,443	
6.5	66,330	69,163	73,636	78,399	
7	67,225	70,094	74,579	79,356	
7.5	68,121	71,022	75,524	80,312	
8	69,017	71,950	76,467	81,269	

Level 2 High School graduation or equivalent standing.

Level 3 High School graduation or equivalent standing, supplemented with one (1) year post-secondary training in a field or program of study, related to education and/or child development (e.g. training related to the support of students with exceptionalities, special education, teacher education, early childhood education, or the provision of social or medical services).

Level 4 High School graduation or equivalent standing, supplemented with two (2) or more years post-secondary training in a field or program of study (or completion of an Educational Assistant program of any length from an accredited Canadian post-secondary institution), related to education and/or child development (e.g. training related to the support of students with exceptionalities, special education, teacher education, early childhood education, or the provision of social or medical services).

Level 5 High School graduation or equivalent standing, supplemented with three (3) or more years post-secondary training in one or more fields or programs of study, related to education and/or child development (e.g. training related to the support of students with exceptionalities, special education, teacher education, early childhood education, or the provision of social or medical services).

Appendix "B"

Yukon First Nations Language Teachers Pay Grid Effective July 1, 2024 8.15% Increase to Salaries and Grids Annual Salary						
Step	Category II	Category III	Category IV	Category V	Category V+	Category VI
0	61,307	69,715	81,510	85,592	87,048	88,502
0.5	62,610	71,214	83,430	87,604	89,080	90,556
1	63,912	72,714	85,349	89,615	91,112	92,609
1.5	65,209	74,209	87,268	91,631	93,147	94,663
2	66,505	75,704	89,187	93,646	95,183	96,716
2.5	67,807	77,207	91,107	95,661	97,215	98,768
3	69,110	78,709	93,027	97,676	99,248	100,820
3.5	70,408	80,205	94,943	99,692	101,281	102,870
4	71,706	81,701	96,859	101,708	103,314	104,921
4.5	73,009	83,206	98,781	103,722	105,344	106,967
5	74,312	84,711	100,703	105,736	107,373	109,013
5.5	75,608	86,204	102,620	107,749	109,402	111,055
6	76,904	87,698	104,538	109,761	111,430	113,098
6.5	78,207	89,203	106,459	111,777	113,459	115,141
7	79,509	90,708	108,380	113,792	115,488	117,184
7.5	80,812	92,214	110,299	115,809	117,516	119,226
8	82,116	93,721	112,219	117,825	119,545	121,268
8.5	83,427	95,237	114,144	119,846	121,578	123,310
9	84,739	96,754	116,070	121,868	123,611	125,353
9.5	86,052	98,274	117,989	123,884	125,637	127,389
10	87,365	99,793	119,908	125,900	127,662	129,425

Yukon First Nations Language Teachers Pay Grid Effective July 1, 2025 3.0% Increase to Salaries and Grids Annual Salary						
Step	Category II	Category III	Category IV	Category V	Category V+	Category VI
0	63,146	71,806	83,955	88,160	89,659	91,157
0.5	64,488	73,350	85,933	90,232	91,752	93,273
1	65,829	74,895	87,909	92,303	93,845	95,387
1.5	67,165	76,435	89,886	94,380	95,941	97,503
2	68,500	77,975	91,863	96,455	98,038	99,617
2.5	69,841	79,523	93,840	98,531	100,131	101,731
3	71,183	81,070	95,818	100,606	102,225	103,845
3.5	72,520	82,611	97,791	102,683	104,319	105,956
4	73,857	84,152	99,765	104,759	106,413	108,069
4.5	75,199	85,702	101,744	106,834	108,504	110,176
5	76,541	87,252	103,724	108,908	110,594	112,283
5.5	77,876	88,790	105,699	110,981	112,684	114,387
6	79,211	90,329	107,674	113,054	114,773	116,491
6.5	80,553	91,879	109,653	115,130	116,863	118,595
7	81,894	93,429	111,631	117,206	118,953	120,700
7.5	83,236	94,980	113,608	119,283	121,041	122,803
8	84,579	96,533	115,586	121,360	123,131	124,906
8.5	85,930	98,094	117,568	123,441	125,225	127,009
9	87,281	99,657	119,552	125,524	127,319	129,114
9.5	88,634	101,222	121,529	127,601	129,406	131,211
10	89,986	102,787	123,505	129,677	131,492	133,308

Yukon First Nations Language Teachers Pay Grid Effective July 1, 2026 3.0% Increase to Salaries and Grids						
Annual Salary						
Step	Category II	Category III	Category IV	Category V	Category V+	Category VI
0	65,040	73,960	86,474	90,805	92,349	93,892
0.5	66,423	75,551	88,511	92,939	94,505	96,071
1	67,804	77,142	90,546	95,072	96,660	98,249
1.5	69,180	78,728	92,583	97,211	98,819	100,428
2	70,555	80,314	94,619	99,349	100,979	102,606
2.5	71,936	81,909	96,655	101,487	103,135	104,783
3	73,318	83,502	98,693	103,624	105,292	106,960
3.5	74,696	85,089	100,725	105,763	107,449	109,135
4	76,073	86,677	102,758	107,902	109,605	111,311
4.5	77,455	88,273	104,796	110,039	111,759	113,481
5	78,837	89,870	106,836	112,175	113,912	115,651
5.5	80,212	91,454	108,870	114,310	116,065	117,819
6	81,587	93,039	110,904	116,446	118,216	119,986
6.5	82,970	94,635	112,943	118,584	120,369	122,153
7	84,351	96,232	114,980	120,722	122,522	124,321
7.5	85,733	97,829	117,016	122,861	124,672	126,487
8	87,116	99,429	119,054	125,001	126,825	128,653
8.5	88,508	101,037	121,095	127,144	128,982	130,819
9	89,899	102,647	123,139	129,290	131,139	132,987
9.5	91,293	104,259	125,175	131,429	133,288	135,147
10	92,686	105,871	127,210	133,567	135,437	137,307

Teachers on Call

1. Pay Grade Categories:

Category 1 - A Teacher On Call without a teaching certificate or a bachelor degree.

Category 2 - A Teacher On Call with one (1) year of teacher training and a teaching certificate from another jurisdiction or a bachelor degree or a master's degree who is not eligible for a Yukon Teaching Certificate.

Category 3 - A Teacher On Call who possesses a Yukon Teaching Certificate or who possesses a teaching certificate from another jurisdiction and is eligible for a Yukon Teaching Certificate.

2. Pay Grid and Annual Increases:

Teachers On Call (TOC)			
Effective July 1, 2024 - July 1, 2026			
(Includes 10.0% Increase to Pay Grid – prior to General			
Wage Increase – July 1, 2024)			
(Daily Rates)			
Wage Increase	8.15%	3.00%	3.00%
Category	July 1, 2024	July 1, 2025	July 1, 2026
1	195.86	201.74	207.79
2	241.37	248.61	256.07
3	314.74	324.18	333.91

3. Acting Pay:

Effective July 1, 2022:

- a) A Teacher On Call in Category 1 above who is employed in a teaching assignment or a non-teaching assignment for more than five (5) consecutive days of work in the same assignment shall be paid a daily rate increased by twenty (20%) percent of the current Category 1 daily rate. This rate shall apply retroactively to the Teacher on Call's preceding five (5) days of work.
- b) A Teacher On Call in Category 2 above who is employed in a teaching assignment for more than five (5) consecutive days of work in the same assignment shall be paid eighty (80%) percent of the rate of pay a regular employee with the same qualifications would receive in that position. This rate shall apply retroactively to the Teacher On Call's preceding five (5) days of work.
- c) A Teacher On Call in Category 3 above who is employed in a teaching assignment for more than five (5) consecutive days of work in the same assignment shall be paid the rate of pay a regular employee with the same qualifications would receive in the position. The rate shall apply retroactively to the Teacher On Call's preceding five (5) days of work.

- d) A Teacher On Call in Category 2 or Category 3 above who is employed in a non-teaching assignment for more than five (5) consecutive days of work in the same assignment shall be paid the rate of pay a regular employee with the same qualifications would receive in the position. This rate shall apply retroactively to the Teacher On Call's preceding five (5) days of work.

4. Work Day

A Teacher on Call may not be employed for a period less than one half (1/2) day of teaching. A Teacher on Call who is employed for more than one half (1/2) day of teaching but less than one (1) full day of teaching shall be paid for the number of hours in the day spent teaching.

5. Work Call-Out

Current call out processes will remain in place for the duration of the Collective Agreement.

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”

POSITIVE BEHAVIOUR INTERVENTION SUPPORT AND CLASSROOM DIVERSITY COMMITTEE

The parties recognize the legal requirement to provide an inclusive and differentiated environment free from violence and aggressive student behavior, having due regard for the education needs and rights of all students and the desirability of having learning conditions which permit students to achieve success and employees to carry out their duties pursuant to the *Education Act* and the Collective Agreement.

It is agreed and understood that the parties will maintain a Positive Behavior Intervention Support and Classroom Diversity Committee, which will be collaborative and action oriented. The committee shall be co-chaired by the President of the YAEP and the Deputy Minister of Education or designates. Membership on the committee shall consist of two teachers appointed by the YAEP, two Administrators appointed by the YAEP, one person from Student Support Services appointed by the Deputy Minister, one superintendent appointed by the Deputy Minister. Other persons may be appointed to the committee as agreed to by the President of the YAEP and the Deputy Minister.

In the first year of this Collective Agreement, the Committee will meet up to six (6) times. In subsequent years, the Committee will meet at least three (3) times per year: during the first week of November, the second week of January and the last week of May. Additional meetings may be held at any time as agreed by the co-chairs.

The Committee is intended to provide an opportunity for both parties to assess the effectiveness of programming and resource allocations for student success, for the establishment of healthy and balanced learning conditions and for the Department and administrators to incorporate findings into planning for subsequent school years.

The mandate of the Committee shall include the ability to make recommendations for and monitor the implementation of a behavior intervention approach to establishing the culture and supports

needed by schools so that students can achieve both social and academic success. The parties agree that the Committee will oversee:

- The review and communication of the existing policies and procedures in place.
- The establishment of consistent expectations of behavior (codes of conduct) and consistent instructional practices for dealing with inappropriate behavior.
- The provision of school-based support and resources for teachers, including the provision of training.
- The provision of relevant information and training for students and other members of the school community (e.g. parents, school councils, First Nations).
- The establishment of a comprehensive data tracking and reporting system.
- The development of an evaluation plan.

The Committee shall also:

- review the number and types of behavior support plans and safety plans;
- review the safe school reports and incident reports;
- review the number and types of individual education plans;
- review the number and types of student learning plans;
- review the number and type of special programs assessment referrals;
- review the allocation of employees;
- review Special Programs Advisory Committee recommendations;
- review Child Development Centre recommendations;
- identify areas of concern;
- monitor the implementation of intervention programming/plan of action;
- review administration of Article 35;
- review territorial assessment data including Threat Assessment data;
- make recommendations to the Deputy Minister of Education on programming and staffing changes.

Recommendations of the Committee will be reported to the Deputy Minister of Education, the Public Schools Branch Senior Management Team and the YAEP executive. The Committee will also provide an annual report to the Minister of Education. The Committee will conduct a review of their mandate under this Letter of Understanding after twenty-four (24) months to evaluate the effectiveness and report such to the YAEP and the Employer.

The parties recognize the sensitive nature of class diversity issues, and accordingly agree that classroom specific discussions and recommendations be kept confidential. Minutes may be shared with the Executive of the YAEP and the Senior Management Team of the Department.

LETTER OF UNDERSTANDING “C”

Intentionally Blank

LETTER OF UNDERSTANDING “D”

INSTRUCTIONAL AND NON-INSTRUCTIONAL HOURS

- a) The parties agree that the terms and conditions of this agreement were negotiated on the basis of 980 school hours (i.e. 196 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.
- b) Of the 980 hours of instruction in each school year, thirty (30) hours are to be used for non-instructional purposes.
- c) Every second year, in the event of a YAEP territorial conference, five (5) hours of the department-directed non-instructional hours shall be set aside for the Professional Development Committee to incorporate into the YAEP territorial conference.

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 (1/2) 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”

EARLY NOTICE OF RETIREMENT OR RESIGNATION

An indeterminate employee (except a Teacher on Call) who provides notice of resignation or retirement earlier than required in the *Education Labour Relations Act* may be paid a bonus as follows:

- a) An indeterminate employee (except a Teacher on Call) who remains on active duty until the end of the school year, or who is on Employer-approved leave at the end of the school year, and who provides written notice of resignation or retirement no later than January 3 (within that school year), shall be paid an early notice bonus equivalent to two (2) days' pay.
- b) An indeterminate employee (except a Teacher on Call) who remains on active duty until the end of the school year, or who is on Employer-approved leave at the end of the school year, and who provides written notice of resignation or retirement within the period of January 4 through February 15, inclusive, (within that school year) shall be paid an early notice bonus equivalent to one (1) day's pay.

The notice of resignation or retirement must be in writing, state the last day that will be worked, contain the physical signature of the employee, and be received by the superintendent before the end of the dates noted above to be eligible to receive the bonus.

The employee's daily rate of pay shall be calculated according to Article 2.01(g).

The early notice bonus is payable upon termination and not before. An employee who withdraws their notice of resignation or retirement will not be entitled to the early notice bonus.

This Letter of Understanding shall expire July 1, 2024.

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.

LETTER OF UNDERSTANDING "H"

JOINT HOUSING ASSESSMENT AND MAINTENANCE COMMITTEE (JHMAC)

1. The Government of Yukon recognizes the significant role of staff housing in supporting the recruitment and retention of teachers in Yukon communities.
2. The Government of Yukon through Yukon Housing Corporation will establish a process whereby each staff housing unit is inspected on an annual basis and the identified repairs are prioritized; the Community Managers of Yukon Housing Corporation will assist tenants specifically with their housing concerns and will contact the persons responsible for the identified maintenance and repair of the staff housing units.
3. The following issues will be addressed:
 - health concerns
 - safety and security
 - proper function of core elements (heat, plumbing, electrical, appliances)
4. The parties agree to form a committee to discuss issues that are raised by employees living in staff housing. The Committee will consist of the following:
 - YAEP – Two (2) representatives (including YAEP President)
 - Department of Education – Two (2) representatives
 - Yukon Housing – Two (2) representatives (including Property Manager for Housing)
5. The committee will review the progress of the issues addressed above and will assist in determining the priority order of the annual inspections.
6. The committee will meet within ninety (90) days of the ratification of the Collective Agreement and thereafter regularly as required.
7. Where Yukon Housing staff housing is not available, the Employer agrees to consult with the YAEP on options to provide accommodation in the community.

LETTER OF UNDERSTANDING “I”

RURAL ATTENDANCE COMPENSATION – SUMMER ACADEMY

In the event the department hosts a Professional Development program requiring all employees to attend for up to three (3) days prior to the beginning of the instructional year, the parties agree that the following conditions shall apply, respecting employees, not including Teachers on Call, assigned to rural schools on the subject of compensation for travel on non-work days:

All employees required to travel from Yukon communities will be eligible to receive “rural attendance compensation” at the following rate, based on their respective daily rate of pay:

Two (2) Full Days	One (1) Full Day	Two-Thirds (2/3) Day	One-Third (1/3) Day
Dawson City	Pelly Crossing	Carmacks	Carcross
Beaver Creek	Destruction Bay	Haines Junction	
Watson Lake	Old Crow	Teslin	
Ross River			
Mayo			
Faro			

LETTER OF UNDERSTANDING “J”

RURAL EXPERIENTIAL MODEL (REM) COMPENSATION

The parties recognize that school-based staff members are at times required to provide educational programming outside the normal school schedule when taking part in Rural Experiential Model “REM” activities. In the event school-based staff members travel both ways with students to the community in which the REM activities are taking place and remain with students for the duration of the REM activities, the following shall apply:

For providing educational programming and supervision to students attending the REM during four (4) consecutive days and nights, two (2) non-school days for each staff member will be scheduled by the school subject to operational requirements.

LETTER OF UNDERSTANDING “K”

ONE-TO-ONE MODEL

Article 42 of the collective agreement provides that the Employer and the Association will discuss changes in the manner in which employees are required to carry on their work because of the introduction of equipment that is different from that previously in use. As per Article 42, the parties agree to the following Letter of Understanding:

The Employer and the Association have discussed the Employer’s ‘one-to-one’ model for providing mobile devices (lap-tops and iPads) for teachers, not including Teachers on Call, to use in Yukon schools, and have reached the following understandings:

1. The Employer plans to make mobile devices available to teachers in grades kindergarten to twelve, by adopting a leasing model for the mobile devices, which will include a cost-sharing option to allow teachers to also utilize these devices for their personal use.
2. The key components of this leasing model will be as follows:
 - a. The Employer intends to enter into a three (3) year lease arrangement for the mobile devices, and to replace the devices at the end of each three (3) year lease period.
 - b. The cost-sharing option is voluntary and will be subject to the following provisions:
 - i. Teachers choosing to participate in the cost-sharing option will be required to pay one-half (1/2) of the cost of the lease each year.
 - ii. Teachers choosing to participate in the cost-sharing option will have the ability to 'buy-out' the lease at the end of the lease period, in which case the teacher will own the device outright.
 - iii. During the lease period, teachers will have a school account as well as a separate personal account on the mobile device. Each account will be password protected by the teacher.
3. Teachers who do not choose to participate in the cost-sharing option will be provided with access to comparable (but not necessarily mobile) equipment available for their use in the school.
4. Teachers may use their own mobile devices in the schools, although the Employer strongly encourages the use of devices that are fully compatible with the devices provided in the schools.
5. The Employer will ensure that teachers receive the necessary training and support to allow them to use mobile devices effectively in their classrooms, including ongoing support from the Department of Education's Technology Assisted Learning and Information Technology Support Services units.
6. Teachers who choose to participate in the cost-sharing option may request support from the Technology Assisted Learning and Information Technology Support Services units with respect to the personal accounts on their leased mobile devices.

LETTER OF UNDERSTANDING "L"

PREPARATION TIME

The parties agree to form a Preparation Time Committee, for a one year period commencing with the start of the 2025-26 School Year. The Committee will be collaborative, and action oriented.

Upon ratification of this Collective Agreement, to inform the work of the Committee, the employer shall implement a practical and reliable system for tracking lost preparation, which

data shall be provided to the Committee and the association by no later than the commencement of the 2025-26 School Year.

Membership on the committee shall consist of:

- Two teachers and/or Administrators and two representatives appointed by the YAEP;
- Two people from the Department of Education appointed by the department; and,
- One member from each school board appointed by the Executive Directors.

The committee will, by the end of its terms:

- Identify systemic issues around provision of preparation time;
- Review data to determine pain points and potential solutions;
- By the end of its term, the Committee shall make recommendations to the Deputy Minister of Education regarding systemic changes, practical steps, or other measures to ensure that all teachers have access to preparation time as required by the Collective Agreement, who will consider the recommendations in good faith and provide a written response.

LETTER OF UNDERSTANDING “M”

ADMINISTRATORS WORKLOAD

Administrators perform a complex role as managers of school staff and instructional leaders. The parties recognize the critical role Administrators play in successfully managing the whole school program that may include implementing changes to curriculum, pedagogy, and student learning and assessment to implement quality inclusive instructional practices.

It is agreed and understood the parties will form and maintain an “Administrator’s Workload Committee” to meet four (4) times per year and consist of three (3) Association of Yukon School Administrators (AYSA) members and up to three (3) Employer Representatives, one of whom will be the Assistant Deputy Minister of Schools and Student Services, to take a collaborative and action orientated approach to identifying, considering, and responding to concerns related to workload raised by school administrators.

LETTER OF UNDERSTANDING “N”
INFORMATION

As soon as practicable following the ratification of the Collective Agreement and by October 15 in the following year, the Employer will provide the Association with the following information concerning Learning Assistance Teachers (LAT):

- a) the number of LAT's in each school;
- b) whether LAT's are rural or urban;
- c) on a non-identifying basis, the number of LAT's who hold specialized qualifications or have a university teaching major, or its equivalent, related to the LAT assignment, and what skills, professional development or past experience of current LAT's are related to performing the duties of the LAT position.