

SOURCE	Union	
EFF.	97	07/09
TERM.	99	06/30
No. OF EMPLOYEES	30	
NOMBRE D'EMPLOYÉS	dF	

# Collective Agreement

- between -

## **Yellowknife Association of Concerned Citizens for Seniors** (operating Aven Manor)

(hereinafter referred to as the "Employer")

- and -

## **Union of Northern Workers**

(hereinafter referred to as the "Union")

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July 1, 1997 - June 30, 1999

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## **Article 1 - Purpose of Agreement**

- 1.1** The parties to this Agreement are committed to providing high standards of service and care to residents. The purpose of this Agreement is to provide conditions which will enhance the achievement of this goal and to maintain harmonious and mutually beneficial relationships between the Employer, employees and the Union.
- 1.2** This purpose will be supported through maintaining harmonious and mutually beneficial relationships between the Employer, the employees and the Union, and by setting forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

## **Article 2 - Interpretation and Definitions**

- 2.1** For the purpose of this Agreement:
- (a) “Agreement” and “Collective Agreement” means this Collective Agreement.
  - (b) “Bargaining Unit” means all employees of Aven Manor, owned and operated by the Yellowknife Association of Concerned Citizens for Seniors, Yellowknife, Northwest Territories excluding the executive director, business manager, executive secretary, resident care coordinator and dietary/housekeeping supervisor.
  - (c) “Employee” means any employee in the bargaining unit to whom this Agreement applies employed in the following categories:
    - (i) “Regular full-time employee” means an employee regularly scheduled to work the full-time regular hours of work per day and per year specified in this Agreement.
    - (ii) “Regular part-time employee” means an employee regularly scheduled to work less than the full regular hours of work per day and per year specified in this Agreement.
    - (iii) “Term employee” means an employee whose job is of a non-continuing nature with an anticipated termination date within twelve (12) months.

- (iv) “Casual employee” means an employee employed for work which is not regularly scheduled.

Persons hired for temporary periods of employment on government grant programs such as SEED shall not come within the scope of this Agreement.

- (d) “Fiscal Year” means the period of time from April 1 in one year to March 31 in the following year.
- (e) “Grievance” means any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (f) “Representative” means an employee who has been elected or appointed as an area steward and who represents the Union at meetings with management and who is authorized to represent the Union.
- (g) “Union” means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (h) “Week” for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.

**2.2** Where the singular, feminine or masculine gender is used, it shall be considered to include the plural, masculine or feminine gender unless any provision of this Agreement otherwise specifies.

**2.3** “May” shall be regarded as permissive and “Shall” and “Will” as imperative.

### **Article 3 - Recognition**

**3.1** The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

**3.2** The Employer and the Union agree that there shall be no discrimination exercised or practised with respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, family status, sexual orientation, disability, conviction for which a pardon has been granted, religious or political affiliation, by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement except to the extent permitted by law.

## **Article 4 - Application**

The provisions of this Agreement apply to the Union, the employees and the Employer.

- 4.1** Regular part-time employees and term employees shall be entitled to all eligible benefits provided under this Agreement prorated in the same proportion as their hours worked compared to one thousand nine hundred and fifty (1950) hours. Casual employees shall not be eligible for benefits unless expressly provided in this Agreement.
- 4.2** In the event that any law passed by Parliament or the Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.
- 4.3** Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

## **Article 5 - No Strikes or Lockouts**

- 5.1** There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down or any other interference with production by any employees during the term of this Agreement.

## **Article 6 - Management Rights**

- 6.1** Except to the extent specifically provided by the express conditions of this Agreement, this Agreement in no way restricts the Employer in the management and direction of its operations.

## **Article 7 - Union Access to Employer Premises**

- 7.1** The Employer shall permit access to its work premises of an accredited Representative of the Union after first obtaining permission from the Employer. Such permission shall not be unreasonably denied.

## **Article 8 - Appointment of Representatives**

- 8.1** The Union may appoint employees as Representatives, and will provide the Employer with the names of all Representatives.
- 8.2** Any written notice required to be served by the express provisions of this Agreement is effectively given if sent to the Union of Northern Workers President. Any notice to the Employer is effectively given if sent to the Executive Director.

## **Article 9 - Time off for Union Business**

- 9.1** An employee Representative shall be allowed time away from work to assist employees with processing grievances and for meetings with the Employer related to the administration of the Agreement. A Representative shall obtain the permission of her immediate supervisor before leaving her work to investigate a grievance, to meet with local Management for the purpose of dealing with grievances and to attend meetings called by Management. Such permission shall not be unreasonably withheld.
- 9.2** Employee Representatives shall be allowed time off without pay to participate in collective bargaining and arbitration meetings.
- 9.3** Employees shall be granted leave without pay to participate in arbitration proceedings as a party or as a witness.
- 9.4** **Employee Organization, Executive Council Meetings, Congress and Conventions.**
- Operations permitting, the Employer will grant reasonable leave without pay to one (1) employee to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the NWT Federation of Labour.
- 9.5** **Representatives Training Course**
- Operations permitting and upon reasonable notification, the Employer will grant reasonable leave without pay to one (1) employee who exercises the authority of a Representative on behalf of the Union, to undertake training related to the duties of a Representative.

**9.6 Elected Executive Officer of the UNW**

- (a) Upon notification from the Union, an employee elected as an Executive Officer of the UNW shall be granted leave of absence for the term of office. During the leave of absence the employee shall maintain all accumulated rights and benefits to which she is entitled under this Agreement.
- (b) The Employer shall continue to pay the employee her salary in accordance with the terms of this Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid within thirty (30) days of the invoice date. The benefits of any group plan shall be extended to the employee and the Union will reimburse the Employer for any costs involved in the same manner.
- (c) The employee shall be entitled to any incremental increase for each year of her leave of absence up to and including the maximum Step in the pay level of her salary.
- (d) The employee shall advise the Employer as soon as possible when an extension of the leave of absence is required due to re-election.
- (e) Upon termination of her leave of absence the employee shall be offered at least the position she held with the Employer before she commenced the leave of absence. When the employee wishes to invoke this clause of the Collective Agreement she shall provide the Employer with three (3) months notice of her intent.
- (f) Notwithstanding Article 9.6 (e), the Employer may make an offer of employment to the employee to a position inside the Bargaining Unit should the employee bid on a competition and be the successful candidate.

**9.7** Upon reasonable notification, the Employer will grant leave without pay to allow the PSAC Regional Executive Vice-president - North to perform his/her duties.

**9.8** Operations permitting, the Employer will grant leave without pay for one (1) employee:

- (a) to participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is

- 11.2 The Employer shall provide each employee with a copy of this Collective Agreement.
- 11.3 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.
- 11.4 The Employer shall notify the Union of all newly created positions.
- 11.5 The Employer shall provide space on a bulletin board at the Centre for Union use, **and** upon request will make meeting space available at the centre for Local Union business.

## **Article 12 - Probationary Period**

- 12.1 A newly hired employee shall be on probation only for the first ninety (90) days worked of her employment up to a maximum of six (6) months. If an employee on probation is determined by the Employer to be unsatisfactory, she may be terminated at any time during the probation period and such termination shall not be the subject of a grievance.

## **Article 13 - Paid Holidays**

- 13.1 The following days are designated paid holidays for regular full-time employees, regular part-time employees, and term employees covered by this Agreement:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) Victoria Day;
  - (e) Canada Day;
  - (f) August Civic Holiday;
  - (g) Labour Day;
  - (h) Thanksgiving Day;
  - (I) Remembrance Day;
  - (J) Christmas Day;
  - (k) Boxing Day;
- and such territorial holidays as may be officially proclaimed.
- 13.2 The employees specified in Article 13.1 are not eligible to receive paid holiday entitlements under this Article:



of concern to organized labour.

## **Article 10 - Union Dues**

- 10.1** Effective the first (1<sup>st</sup>) of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 10.2** The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 10.3** For the purpose of applying Article 10.1, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 10.4** From the date of signing, and for the duration of this Agreement, no employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 10.5** The amounts deducted in accordance with Article 10.1 shall be remitted to the Comptroller of the Alliance, by cheque, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 10.6** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 10.7** The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

## **Article 11 - Information**

- 11.1** The Employer agrees to provide the Union, on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name and job classification of all employees in the Bargaining Unit. The Employer shall indicate which Employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

- (a) if the employee does not work on a paid holiday when he is required or scheduled to do so.
- (b) if the employee **is** absent from work without the consent of the Employer on his last scheduled working day preceding and his first scheduled working day following a paid holiday.

## **Article 14 - Vacations**

**14.1** A full-time employee shall earn vacation leave for each calendar month in which she receives pay for at least ten (10) days, at the following rates:

- (a) 9.375 hours each month until the month in which the anniversary of the fifth (5<sup>th</sup>) year of continuous service is completed;
- (b) 12.5 hours each month commencing in the month after completion of five (5) years of continuous service and ending in the month that ten (10) years of continuous service **is** completed;
- (c) 15.625 hours each month commencing in the month after completion of ten (10) years of continuous service.

**14.2** Regular part-time employees shall earn:

- (a) 0.0577 hours of vacation leave for every hour worked until the month in which the anniversary of the fifth (5<sup>th</sup>) year of continuous service is completed;
- (b) 0.0769 hours of vacation leave for every hour worked commencing in the month after completion of five (5) years of continuous service and ending in the month that ten (10) years of continuous service is completed;
- (c) 0.0962 hours of vacation leave for every hour worked commencing in the month after completion of ten (10) years of continuous service.

**14.3** Casual employees and term employees shall receive four percent (**4%**) of earnings as vacation pay, payable once yearly and/or upon termination.

**14.4** Vacation leave will be scheduled according to operating needs and will as far as practical recognize the personal preferences of employees.

- 14.5** After **six** (6) consecutive months of service and annually thereafter, each regular full-time employee **is** entitled to vacation travel assistance in the amount of eight hundred and forty dollars (\$840.00). Regular part-time employees will receive a pro rata amount according to their regular hours of work. Travel assistance cannot be carried over and must be used within the fiscal year ending March 31.

**Article 15 - Sick Leave**

- 15.1** Regular full-time employees will earn 9.375 hours of sick leave for each month worked up to a maximum accumulated sick leave of six hundred and seventy-five (675) hours.
- 15.2** The Employer agrees to maintain the existing written policy in regards to the granting of sick leave.

**Article 16 - Leaves of Absence**

- 16.1** Leave without pay may be granted at the discretion of the Employer based on consideration of the nature and duration of leave requested and operational requirements. During a leave of absence an employee shall retain but not accrue benefit entitlements and service for the purpose of pay progression.
- 16.2** In the case of a death of an immediate family member (parents, children, spouse, brother or sister) or family-related sick leave, up to 37.5 hours compassionate leave may be granted at the discretion of the Employer.
- 16.3** Leave of absence with pay shall be given to every regular full-time and regular part-time employee, other than when these employees are on leave of absence without pay or under suspension, who is required:
- ( a) to serve on a jury and the jury selection process; or
  - ( b) by subpoena or summons to attend as a Crown witness in any court proceeding.

To be eligible for leave of absence with pay, the employee must assign any jury duty pay to the Employer.

- 16.4** The Employer agrees to grant Pregnancy and Parental leave in accordance with the appropriate Legislation.

**Article 17 - Hours of Work**

17.1 The regular annual hours of work for a regular full-time employee shall be one thousand nine hundred and fifty (1950) hours. The regular daily hours of a regular full-time employee shall be 7.5 hours. A regular full-time employee may be required to work a regular scheduled shift exceeding 7.5 hours according to the following conditions:

- (a) These alternative schedules shall provide for more scheduled days off compared to the 7.5 hour schedule.
- (b) Weekly hours will not exceed an average of 37.5 hours over the rotation cycle of the schedule and annual hours of work shall not exceed one thousand nine hundred and fifty (1950) hours.

17.2 Employees shall be entitled to a fifteen (15) minute rest break in the first half and in the second half of their regular daily hours of work.

17.3 If an employee is required to work in excess of the regular hours of work in Article 17.1, including the regular hours of work for a schedule approved through an Application Permit under the Labour Standards Act, the employee shall be paid one and one-half times (1 1/2 x) her straight-time rate for the overtime hours worked. All overtime must be authorized by the Employer.

17.4 A shift differential for regular daily hours of work (ie. shift differential is not paid on overtime hours) shall be paid as follows:

- (a) for regular daily hours of work scheduled between 4:00 p.m. and 12:00 p.m., eighty cents (\$0.80) per hour.
- (b) for regular daily hours of work scheduled between 12:01 a.m. and 8:00 a.m., ninety cents (\$0.90) per hour.

17.5 The Employer agrees to continue providing a staff room for use during breaks.

**Article 18 - Pay**

18.1 Classification and rates of pay are contained in Appendix A to this Agreement.

18.2 Employees shall be paid every two (2) weeks with up to a one (1) week hold back.

**Article 19 - Call-Back Pay**

- 19.1** When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:
- ( a) compensation at the appropriate overtime rate; or
  - ( b) compensation equivalent to four (4) hours pay at the straight-time rate.

**Article 20 - Pay for Travel on Behalf of the Employer**

- 20.1** Employees will be reimbursed for all reasonable expenses when required to travel on behalf of the Employer.

**Article 21 - Employee Files**

- 21.1** Upon written request or authorization of an employee, the personnel file of that employee shall be made available for her examination or the examination of a Union Representative. The employee or authorized Union Representative can request copies of documents from the employee's file at the time of examination.
- 21.2** Only one (1) official personnel file per employee shall exist.
- 21.3** No disciplinary documents shall be introduced from an employee file as evidence in any grievance or arbitration proceeding, unless the employee has received a copy at the time of filing of the document, or within a reasonable period thereafter.

**Article 22 - Classification**

- 22.1** During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall negotiate with the Union the rate of pay for the new or revised clarification. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of implementation of the new or revised classification.

## **Article 23 - Grievance and Arbitration Procedure**

**23.1** *An* earnest effort shall be made to settle grievances fairly and promptly by discussion, in an effort to resolve the difference informally.

### **Step One**

If an employee or a group of employees or the Union on their behalf has a grievance, the employee or group of employees will submit to their out-of-scope Supervisor a written statement of the particulars of the grievance and the redress sought within ten (10) working days of the date that the grievor became aware *of*, or reasonably should have become aware *of*, the alleged grievance. The Supervisor or her designate shall meet with the grievor within five (5) working days of the grievance, and shall render a decision in writing within five (5) working days of this meeting.

### **Step Two**

Failing satisfactory settlement at Step One, within ten (10) working days of receipt of the decision at Step One, the grievance may be referred in writing to the Executive Director. The Executive Director or her designate shall meet with the grievor within ten (10) working days of receipt of the grievance at Step Two, and shall render a decision in writing within ten (10) working days of this meeting.

### **Step Three**

Failing satisfactory settlement at Step Two, within ten (10) working days of receipt of the decision at Step Two, the grievance may be referred in writing to arbitration.

### **Arbitration**

**23.2** Arbitration shall be by a single arbitrator selected by the parties. Should the parties be unable to agree, the appointment shall be made by the Canada Labour Relations Board.

**23.3** The arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee affected by it.

**23.4** The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement.

- 23.5** The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 23.6** If a grievance is not initiated or processed within the time limits specified in this Article including the referral to Arbitration, the grievance shall be deemed abandoned. If a grievance is not responded to within the time limits specified in this Article, the grievance may be advanced to the next step. Time limits in this Article may only be extended by agreement in writing between the Employer and the Union.
- 23.7** The procedures and time limits in this Article shall apply to policy grievances. In the case of an Employer policy grievance it shall be presented at Step Two to the President of the Union.
- 23.8** No employee shall be dismissed without first being given notice in writing together with the reasons therefor. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be submitted directly to the second level of the procedure.

## **Article 24 - Safety and Health**

- 24.1** The Union and the Employer agree to co-operate in improving work practices and the working environment in order to provide a safe and healthy environment for employees and residents.
- 24.2** The Employer and employees shall abide by all applicable workplace health and safety legislation.

## **Article 25 - Discharge and Discipline**

- 25.1** *An* employee may be disciplined or discharged, but only for just cause.
- 25.2** *An* employee who is to receive a written notice of discipline shall be notified in advance so the employee may have a Union Representative present if she so wishes.

## **Article 26 - Civil Liability**

- 26.1** The Employer agrees to maintain liability insurance to cover employees under this Agreement.

**Article 27 - General Employment Conditions**

- 27.1** Employees are required to meet the following conditions of employment at their expense. All employees are required to have up-to-date immunization. Current certification in CPR and First Aid are required qualifications for all resident care staff.
- 27.2** Employees will be required to adhere to a dress code according to their areas of work. Nursing uniforms are not allowed. Casual wear such as jeans are not appropriate and are restricted to special event days. Resident care, dietary and housekeeping/laundry employees must wear closed-toed shoes with non-slip soles.
- 27.3** No employee shall be transferred to a position outside the Bargaining Unit without his/her consent.
- 27.4** The Employer shall provide Basic Accidental Death & Dismemberment and Basic Group Life Insurance benefits to all regular full-time employees, regular part-time employees, and term employees who are scheduled to work an average of twenty (20) hours or more per week:
- (a) The Employer shall have the right to choose the benefit plan carrier, provided comparable coverage is maintained;
  - (b) Participation in the plan is mandatory for all eligible employees;
  - (c) The premium cost for this benefit shall be paid by the Employer;
  - (d) Basic Group Life Insurance shall provide coverage for each employee equal to one times (1 x) the employee's annual salary rounded up to the next even one thousand dollar (\$1,000.00) amount. The Accidental Death and Dismemberment shall provide maximum coverage for each employee equal to the amount specified for the Basic Group Life Insurance.
  - (e) The provisions above provide an outline of benefits and plan conditions. The plan conditions and policies of insurance shall govern eligibility and coverage in all respects. These documents shall not be considered as incorporated in this Agreement.





**27.5** The parties **will** cooperate in the development of a group benefit plan to include life insurance, A.D. & D., dental, and/or prescription drug coverage with a view to implementing this program on April 1, 1998. Implementation of the plan will be based on maintaining costs at the same level as provided by paying the full cost of benefits contained in Article 27.4 and joint agreement on benefit coverage.

## **Article 28 - Duration and Renewal**

**28.1** The term of this Agreement shall be from date of signing to June 30, 1999.

**28.2** Within a period of thirty (30) to ninety (90) days preceding the expiry date of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.

**28.3** This Agreement may be amended by mutual consent.

Signed at Yellowknife, Northwest Territories this 9 day of July 1997

on behalf of Yellowknife Association  
of Concerned Citizens for Seniors:

Lynda Koe  
Lynda Koe  
Committee Member

Ron Kapicki  
Ron Kapicki  
Committee Member

Steve Goudie  
Steve Goudie  
Committee Member

Wade Were  
Wade Were  
Executive Director

Gary Johanson  
Gary Johanson  
Negotiator

on behalf of the Public Service Alliance  
of Canada:

Nicole Samuel  
for Susan Giampietri  
Regional Executive Vice-president - Ontario  
Public Service Alliance of Canada

Debra Wilson  
Debra Wilson  
Committee Member

Beverly Enslow  
Beverly Enslow  
Committee Member

Bob Robertson  
Bob Robertson  
Negotiator

**Appendix A - Classifications and Pay Rates**

<b>Regular Full-Time and Regular Part-Time Employees Term Employees</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
Maintenance Supervisor	18.50	18.81	19.13	19.46	19.79
Activities Coordinator	18.24	18.55	18.87	19.19	19.52
Resident Care Team Leader	23.34	23.75	24.17	24.59	25.03
Cook	16.73	17.01	17.30	17.59	17.89
Resident Care Aide*	16.63	16.91	17.18	17.47	17.76
Resident Care Aide	16.37	16.65	16.92	17.21	17.50
Housekeeper	15.21	15.46	15.71	15.97	16.23

<b>Casual Employees</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
Resident Care Team Leader	20.57	20.98	21.40	21.83	22.27
<b>Cook</b>	12.22	12.46	12.71	12.96	13.22
Resident Care Aide*	12.48	12.72	12.97	13.22	13.48
Resident Care Aide	12.22	12.46	12.71	12.96	13.22
Housekeeper	12.22	12.46	12.71	12.96	13.22

\* The hourly rate of pay of a Resident Care Aide increases by \$0.26 if she/he is a NWT registered CNA or a graduate of the Aurora College's Long Term Care Aide Program.

- Notes: Progression from Level to Level is based on:
- (a) One (1) year of experience at the employee's current level;
  - (b) Satisfactory job performance as assessed by the Employer.