

UNION	Union
DATE	2004 04 01
EXPIRES	2007 03 31
NO. OF	
EMPLOYEES	10
U.S. \$	
AMOUNT	JD

Collective Agreement

between

Public Service Alliance of Canada

(As Represented by its Agent, Nunavut Employees Union)

and

Cambridge Bay Housing Association

Effective From: April 1, 2004
To: March 31, 2007

Nunavut Employees Union
Box 869
Iqaluit NU X0A 0H0

Cambridge Bay Housing Association
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Article I

Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set 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.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees to the end that the Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

Article 2

In rpretation an Definitio

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" means an employee has severed his/her employment with the Cambridge Bay Housing Association, except in extenuating circumstances, if he/she has not contacted his/her Employer and he/she is absent without leave from work for a period of four (4) working days;
 - (b) "Agreement" means this collective agreement;
 - (c) "Alliance" means the Public Service Alliance of Canada;
 - (d) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position;
 - (e) "Bargaining Unit" means all employees of the Employer excluding the Secretary-Manager, the Maintenance Manager, and the Board of Directors as certified by the Canada Labour Relations Board on August 4, 1983, and as amended on March 30, 1990;
 - (f) "Casual employee" means an employee employed by the Employer for work of a temporary nature not exceeding twelve (12) months. A casual employee is a member of the Bargaining Unit;
 - (g) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly

represents that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;

- (h) "Compensatory leave" means leave with pay taken in lieu of a cash payment;
- (i) "Continuous employment" means uninterrupted employment with the Employer.

Where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his/her periods of employment for purposes of sick leave, vacation entitlement and travel benefits shall be considered as continuous employment with the Employer;

- (j) "Day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence;
- (k) "Demotion" means the appointment of an employee for reasons of unsatisfactory performance, misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his/her former position;
- (l) "Dependant" means a person residing with the employee who is the employee's spouse, common-law spouse, child, step-child, adopted child who is under nineteen years of age and dependent upon him/her for support or being nineteen years of age or more and dependent upon him/her by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason or mental or physical infirmity;
- (m) "Employee" means a member of the Bargaining Unit;
- (n) "Employer" means the Cambridge Bay Housing Association;
- (o) "Fiscal year" means the period of time from April 1 of one year to March 31 of the following year;
- (p) "Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (q) "Layoff" means an employee whose employment is terminated because of lack of work or because of the discontinuance or re-allocation of a function;
- (r) "Leave of absence" means absence from duty with the Employer's permission;
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;

- (t) "Membership Fees" means the fees established pursuant to the By-laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit and shall not include any taxable benefits, initiation fee, insurance premium or special levy;
- (u) "Overtime" means work performed by an employee before or after or in excess or outside of his/her regularly scheduled hours of work;
- (v) "Part-time Employee" means a permanent employee who has completed the probationary period and who is employed by the Employer in a position with normally scheduled hours of work each week which are less than the normal hours of work scheduled in a week for full-time employees;
- (w) "Permanent employee" means an employee employed in a position designated as a regular full-time or part-time position by the Employer and who has completed the probationary period;
- (x) "Probation" means a period of twelve months from the day upon which an employee is first appointed to the Employer or a period of six months after an employee has been transferred or promoted. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make very reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted;
- (y) "Promotion" means the appointment of an employee to a new position with a rate of pay which exceeds that of his/her former position;
- (z) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (aa) "Manager" means the Secretary-Manager of the Employer;
- (bb) "Seniority" means the length of service with the Employer and shall be applied on a bargaining unit wide basis;
- (cc) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion;
- (dd) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (ee) "Week" for the purpose of this Agreement shall be deemed to commence on Saturday and terminate at midnight on Friday.

2.02 Where the masculine or feminine gender is used the same shall be construed as meaning the masculine or feminine gender where the fact or context requires this and with regard to the provisions of this Agreement.

Article 3

Recognition

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order issued by the Canada Labour Relations Board dated August 4, 1983 as amended on March 30, 1990.

Article 4

Application

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

Freedom from Discrimination

- 4.02 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement.

Article 5

Future Legislation

- 5.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Nunavut, 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 Agreement shall be reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

Article 6

Strikes and Lockouts

- 6.01 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 employee or employees.

- 6.02 An employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be disciplined by the Employer.

Article 7

Managerial Responsibilities

- 7.01 Except to the extent specifically provided herein, this Agreement in no way restricts the Employer in the management and direction of its operations, employees or business activities.

Article 8

Employer Directives

- 8.01 The Employer shall provide the Union and the Bargaining Unit Representative with a copy of all personnel directives which are intended to clarify the interpretation or application of this Agreement.

Article 9

Appointment of Representatives

- 9.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union **will** provide the Employer with written notice of the names of its Representative(s) and alternates within fourteen (14) days of their appointment. The Employer shall not be required to deal with any Representative(s) except those named and identified to the Employer through written notice.

Article 10

Union Access to Employer Premises

- 10.01 Upon reasonable notification the Employer may permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

Article 11

Time-Off for Union Business

Conciliation or Arbitration Hearings (Disputes)

- 11.01 (a) The Employer will grant leave with pay to one employee representing the Union before a Conciliation or Arbitration Board hearing;

Employee called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing and, where operational requirements permit, leave with pay to an employee called as a witness by the Union.

Arbitration Hearing
(Grievance)

- 11.02 (a) The Employer will grant leave with pay to an employee who is a party to the grievance which is before the Arbitration Board.

Employee who acts as a Representative

- (b) When operational requirements permit, the Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

Employee called as a Witness

- (c) When operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.
- 11.03 When an employee and his/her representative are involved in the process of his/her grievance, and when operational requirements permit, he/she or they shall be granted reasonable time off:
 - (a) when the discussions take place in the Hamlet of Cambridge Bay, leave with pay, and
 - (b) when discussions take place outside of the Hamlet of Cambridge Bay, leave without pay.

Preparatory Contract Negotiations Meetings

- 11.04 When operational requirements permit, the Employer will grant leave with pay for two (2) employees for a maximum of one (1) day each to attend preparatory negotiations meetings if such meetings cannot be scheduled outside of working hours.

Contract Negotiations Meetings

- 11.05 When operational requirements permit, the Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Meetings Between Employee Organizations and Management

- 11.06 When operational requirements permit, the Employer will grant time-off with pay to one (1) employee who is meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress and Conventions

- 11.07 When operational requirements permit, the Employer will grant reasonable leave without pay to one (1) employee to attend Executive Council Meetings and Conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representatives Training Course

- 11.08 When operational requirements permit, the Employer will grant reasonable leave without pay to an employee who exercises the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

Time-off for Representatives

- 11.09 A Representative shall obtain the permission of the Manager or Maintenance Manager as appropriate before leaving his/her work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 11.10 The Representative shall make every reasonable effort to report back to the Manager or Maintenance Manager as appropriate before resuming his/her normal duties.
- 11.11 When operational requirements permit and upon reasonable notice 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 Federal or Territorial legislation; and
 - (b) to present briefs to commissions, boards and hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

Leave for Elected Officers

- 11.12 An employee elected as a paid officer of the executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. During the leave of absence without pay such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 11.13 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence without pay is applicable due to re-election.

- 11.14 Upon termination of their leave of absence without pay such employees shall be offered the position they held with the Employer at the commencement of their leave of absence without pay or a comparable position.
- 11.15 Notwithstanding Article 11.14, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 11.16 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence without pay.

Temporary Secondment

- 11.17 Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

Article 12
Check Off

- 12.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 12.02 The Alliance shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Article 12.01, deductions from pay for each employee will occur on a biweekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any biweekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 For the duration of this Agreement no employee organization, other than the Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees.
- 12.05 The amounts deducted in accordance with Article 12.01 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 his/her behalf.
- 12.06 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of the article except for any claim or liability arising out of an error committed by the Employer.
- 12.07 The Employer shall identify the total Membership Fees deducted for each employee on that employee's T4 information slip for the applicable year.

Article 13

Information

- 13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each employee in the Bargaining Unit by forwarding the Union a copy of the information remitted to the Alliance under the provisions of article 12.05.
- 13.02 The Employer shall provide each permanent employee with a copy of this Agreement, provide four **(4)**copies to the Union, and retain one copy at each office.
- 13.03 The Employer shall provide each new permanent employee with a copy of this Agreement upon his/her appointment.

Translation

- 13.04 The Employer and the Alliance shall share equally the cost of translating this Agreement into Inuinnaqtun. In the event of any dispute concerning an interpretation of any provision of this Agreement the English version shall govern.

Article 14

Provision of Bulletin Board Space and Other Facilities

- 14.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.
- 14.02 The Employer may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 14.03 At the reasonable discretion of the Manager, the present policy of permitting reasonable access for employees to utilize Employer facilities or equipment, excluding vehicles, outside of business hours will continue.

Article 15

Grievance Procedure and Arbitration

- 15.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;

- (b) disciplinary action resulting in demotion, suspension, or a financial penalty, including the withholding of an increment;
 - (c) discharge;
 - (d) letters or notations of discipline placed on an employee's personnel file.
- 15.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

Representation

- 15.03 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance.
- 15.04 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 15.05 The Union shall have the right to initiate and present a grievance at any level of the grievance procedure related to the application or interpretation of this Agreement.
- 15.06 An employee shall have the right to present a grievance on matters related to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such a grievance.

Procedures

- 15.07 An employee or the Union who wishes to present a grievance at any prescribed level of the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by the Employer.

The Employer shall have the right to initiate a grievance and present it in writing to the Union President. Onus placed upon the Employer throughout this article shall be placed upon the Union in this instance and the same time limits shall apply.

- 15.08 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (first level of management)
 - (b) Final Level (Manager)
- 15.09 The Employer shall designate its representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 15.10 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.
- 15.11 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 15.12 An employee may, by written notice to the Employer, withdraw his/her grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, or where the grievor is being represented by the Union, his/her withdrawal has the written endorsement of the Union.

Time Limits

- 15.13 A grievance may be presented at the First Level of the procedure in the manner prescribed in Article 15.07 within twenty-five (25) calendar days.
- 15.14 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at First Level, or within thirty (30) calendar days at Final Level.
- 15.15 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the First Level,
- (a) where the decision or settlement is not satisfactory to the grievor, within twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
 - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 15.14 within fourteen (14) calendar days after the day the decision was due.
- 15.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union. A grievance that has not been filed or advanced within the time limits specified in this procedure is abandoned and cannot later be filed or advanced.

Dismissal

- 15.17 No employee shall be dismissed without first being given notice in writing together with the reasons thereof. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.

Arbitration

- 15.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.

- 15.19 (a) The parties agree that arbitration referred to in Article 15.18 shall be by a single arbitrator.

- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.

- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

- 15.20 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* in addition to any powers which are contained in this Agreement.

- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.

- (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.

- 15.21 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, or to increase or decrease wages.

- 15.22 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.

- 15.23 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 15.24 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her discharge, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
 - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement and to all the circumstances of the case.

Article 16

Designated Paid Holidays

- 16.01 The Employer will recognize eleven (11) Designated Paid Holidays each calendar year for permanent employees. Prior to the commencement of each year, permanent employees will designate in writing, on a form provided by the Employer, the eleven (11) days they wish to observe as Designated Paid Holidays in the following calendar year.
- (a) If an employee does not exercise his/her right to designate in writing the eleven (11) Designated Paid Holidays he/she wishes to observe, the following Designated Paid Holidays will apply for this employee: New Year's Day, Good Friday, Easter Monday, Victoria Day, Nunavut Day (July 9), August Civic Holiday (first Monday in August), Labour Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day.
 - (b) An employee who becomes a permanent employee during the calendar year shall be entitled to a pro rata number of Designated Paid Holidays (rounded to the next higher whole number and in no case less than two (2) Designated Paid Holidays) based on the portion of the year he/she is employed and he/she will designate these in writing at the time of employment.
 - (c) The eleven (11) days designated by the employee shall be Designated Paid Holidays substituted in lieu of the general holidays designated in the *Labour Standards Act*.
 - (d) Canada Day shall be observed as a designated paid holiday in addition to the eleven (11) Designated Paid Holidays above.

- (e) One (1) additional day will be observed when proclaimed as an act of Nunavut as a territorial holiday.
 - (f) Up to one (1) additional day will be observed when proclaimed by the Mayor of the Incorporated Hamlet of Cambridge Bay.
 - (g) Casual employees shall be eligible for the twelve (12) specifically named Designated Paid Holidays listed above. If a casual employee works the day before and the day after one of these Designated Paid Holidays, the casual employee will be paid for the Designated Paid Holiday.
- 16.02 Article 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday.

Holiday Falling on a Day of Rest

- 16.03 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his/her day of rest.
- 16.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 16.03:
- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day or rest; and
 - (b) work performed by an employee on the day to which the Designated Paid Holiday was moved shall be considered as work performed on a Designated Paid Holiday.
- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as overtime he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the Designated Paid Holiday:
- (a) one and one half (1½) times his/her hourly rate for the first four (4) hours worked; and
 - (b) two (2) times his/her hourly rate for hours worked in excess of four (4) hours; and
 - (c) through mutual agreement between the Employer and the employee, time-off in lieu of cash payment may be granted at a later date convenient to both the employee and the Employer.
- 16.06 Where a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.

Article 17

Leave – General

- 17.01 When an employee is in receipt of an allowance and is granted leave with pay, he/she is entitled during his/her period of leave with pay to receive the allowance. When an employee is granted leave of absence without pay, the employee shall not be entitled to receive any pay, benefits or allowances for the period of leave of absence without pay.
- 17.02 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her sick, compensatory and vacation leave credits as at the end of the fiscal year.
- 17.03 When the employment of an employee who has been granted more vacation or sick leave with pay than he/she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that:
- (a) an employee's employment is terminated by his/her death; or
 - (b) an employee's employment is terminated by layoff instituted at any time after he/she has completed three (3) or more years of continuous employment.

Article 18

Vacation Leave

Accumulation of Vacation Leave

- 18.01 (a) Effective April 1, 2004, for each month of a fiscal year in which an employee receives ten (10) days pay, he/she shall earn Vacation Leave at the following rates:
- (i) one and one-quarter ($1\frac{1}{4}$) days each month until the anniversary of the second (2) year of continuous service is completed;
 - (ii) one and two-thirds ($1\frac{2}{3}$) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that eight (8) years of continuous service is completed;
 - (iii) two (2) days each month commencing in the month after completion of eight (8) years of continuous employment and ending in the month that thirteen (13) years of continuous service is completed;
 - (iv) two and one-third ($2\frac{1}{3}$) days each month commencing in the month after completion of thirteen (13) years of continuous

employment and ending in the month that eighteen (18) years of continuous employment.

- (v) Two and five-eighths (2-5/8) days each month commencing in the month after completion of eighteen (18) years of continuous employment.
- (b) Part-time employees shall be paid *six* (6), eight (8), ten (10), twelve (12) or fourteen (14) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

Granting of Vacation Leave

- 18.02 (a) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
 - (i) to schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (ii) not to recall an employee to duty after he/she has proceeded on vacation leave;
 - (iii) to grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by the employee;
 - (iv)
 - 1) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee; and
 - 2) to grant employees their vacation leave preference and where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Employer will prevail;
 - 3) where operational requirements are such that an employee in not permitted to take his/her vacation leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his/her being granted his/her vacation leave during the months of June to September in the next fiscal year;
 - (v) to grant the employee his/her vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (b) All requests for vacation leave must be in writing. The Employer shall reply to the request for vacation leave submitted by the employee within a reasonable period after the request has been received. Where the Employer

has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.

18.03 Where in respect of any period of vacation leave, an employee:

- (a) is granted compassionate leave, when there is a death in his/her immediate family as defined in Article 20; or
- (b) is granted compassionate leave with pay because of illness in the immediate family as defined in Article 20; or
- (c) is granted sick leave on production of a medical certificate

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

Carryover Provisions

18.04 Employees are not permitted to carryover more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of April.

Recall From Vacation Leave

18.05 When during any period of vacation leave an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:

- (a) in proceeding to his/her place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with his/her vacation;
- (c) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled

after submitting such accounts as are normally required by the Employer.

18.06 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Article 18.05 to be reimbursed for reasonable expenses incurred by him/her.

Leave When Employment Terminates

- 18.07 Where an employee dies or otherwise terminates his/her employment:
- (a) the Employer or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment, or
 - (b) the Employer shall grant the employee any vacation leave earned but not used by him/her before the employment is terminated by layoff if the employee so requests.
- 18.08 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position as defined in 2.01(a) is entitled to receive the payment referred to in Article 18.07. If after reasonable efforts the Employer is unable to locate the employee within *six* (6) months of termination, the employee's entitlement shall lapse.

Vacation Travel Assistance

- 18.09
- (a) Employees who have completed nine (9) months of continuous employment are entitled to one (1) Vacation Travel Assistance each fiscal year.
 - (b) Employees are entitled to Vacation Travel Assistance under 18.09(a) for their dependants, as defined in article 2.01(k), two years of age or older.
 - (c) Effective April 1, 2005, Vacation Travel Assistance for each person shall be the cash equivalent of the lowest Y-class return airfare between Cambridge Bay and Edmonton, Alberta.
 - (d) An employee applying for Vacation Travel Assistance must provide proof that at least two (2) days of vacation leave have been approved. The Employer will provide the Vacation Travel Assistance within fifteen (15) days of receiving the application.
 - (e) Vacation Travel Assistance must be paid in the year in which it is earned. If an employee has not applied for his/her vacation leave to qualify for Vacation Travel Assistance, or such vacation leave has not been approved, by the end of the fiscal year then the employee's Vacation Travel Assistance entitlement shall be paid at the end of the fiscal year.

Travel Time

- 18.10
- (a) Every employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted in conjunction with his/her vacation leave, subject to Article 18.10(b), travel time with pay for the time

required for the return journey between Cambridge Bay and his/her destination. His/her travel leave shall be one (1) day each way.

- (b) An employee's travel time entitlement will be granted within the established **limit** when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave, it shall be considered as a day of liquidated leave for determining the entitlement of travel time.
- (c) Notwithstanding Article 18.10(a), an employee shall not be granted travel time under this article during his/her first nine (9) months of employment with the Employer.

Article 19 **Sick Leave**

- 19.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¹/₄) days for each calendar month for which he/she receives pay for at least seventy-five (75) hours.
- 19.02 Subject to (a) and (b) below, and to the remainder of this article, all absences on account of illness on a normal working day, exclusive of designated holidays, shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half day and the employee has been on duty for at least two hours;
 - (b) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.
- 19.03 Unless otherwise informed by the Employer an employee must sign a statement stating that because of an illness or injury he/she was unable to perform his/her duties:
- (a) if the period of leave requested does not exceed three (3) working days, and
 - (b) if in the current fiscal year, the employee has not been granted sick leave on more than nine (9) days wholly on the basis of statements signed by him/her.

Medical Certificates

- 19.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) working days;

- (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) days wholly on the basis of the statements signed by him/her.

19.05 If the Employer believes that an employee may have improperly used sick leave benefits in any manner, the Employer may require the employee to provide a certificate from a qualified medical practitioner for any future absences certifying that such employee was unable to carry out his/her duties due to illness. If the employee does not provide this certificate as required, he/she shall not receive sick pay regardless of sick leave credits accrued.

Other Considerations

19.06 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or layoff, he/she shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.

19.07 In circumstances where sick leave would be authorized but the employee has insufficient sick leave credits, at the discretion of the Employer, he/she may be granted sick leave in advance to a limit of ten (10) days which shall be charged against future credits as earned, or recovered from his/her final pay if he/she is terminated. If the employee dies, there will be no recovery of advanced sick leave credits from the employee's final pay.

19.08 An employee is not eligible for sick leave with pay for any period in which he/she is on leave of absence without pay, laid off, or under suspension.

19.09 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrency.

Travel Time

19.10 Every employee who is proceeding to a medical centre by the direction of a qualified medical practitioner shall be granted leave of absence with pay which is not to be charged against his/her sick leave credits for the lesser of three (3) days or the actual travel time to the medical centre and return.

Article 20

() Leave

20.01 For the purposes of this article:

- (a) immediate family shall mean the employee's spouse, common-law spouse, child, step-child, father (or alternatively stepfather), mother (or alternatively

stepmother), brother, sister, grandparent, grandchild, father-in-law, and mother-in-law;

- (b) extended family shall mean the employee's aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, and any relative permanently residing in the employee's household or with whom the employee presently resides.
- 20.02 An employee at his/her discretion shall be granted up to five (5) days leave with pay and if needed, an additional five (5) days leave without pay when a death occurs in the employee's immediate family for the purpose of bereavement. Where the burial takes place outside of Cambridge Bay such leave shall be extended by two (2) additional days leave with pay to provide for travelling time.
- 20.03 An employee at his/her discretion shall be granted up to two (2) days leave with pay and, if needed, an additional three (3) days leave without pay when a death occurs in the employee's extended family for the purpose of bereavement. Where the burial takes place outside of Cambridge Bay such leave shall be extended by two (2) additional days leave with pay to provide for travelling time.
- 20.04 An employee shall, upon request, be granted one (1) days leave with pay when another employee of the Employer dies.
- 20.05 The Employer shall grant leave with pay to a maximum of five (5) days per fiscal year to provide for the immediate and temporary care of a sick member of the employee's immediate family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration.
- 20.06 An employee shall be granted two (2) days leave with pay upon the birth of his/her child. An employee shall be granted two (2) days leave with pay upon the adoption of his/her child. This leave may be divided into two parts and taken on separate days.
- 20.07 The provisions of this article do not apply to:
- (a) a casual employee;
 - (b) an employee who is on leave of absence without pay, laid off, or under suspension.

Article 21

Other Leave

Court Leave

- 21.01 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

- (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 the duties of his/her position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (c) An employee shall remit to the Employer an); remuneration received by him/her as a result of serving on a jury or as a witness upon receipt, other than remuneration received as an allowance or reimbursement for expenses incurred in such a duty.

Maternity Leave

- 21.02 (a) Subject to Article 21.02(b), an employee who becomes pregnant shall:
- (i) notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy, and
 - (ii) be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.
- (b) At the request of an employee, the Employer may vary the time specified in Article 21.02(a) provided that the employee submits the written approval of either a qualified medical practitioner.
 - (c) When a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his/her operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.
 - (d) Parental leave of absence without pay for a maximum of thirty-seven (37) weeks shall be granted for caring for an employee's new-born or adopted

child. Such Parental leave must be taken within fifty-two (52) weeks after the child arrives or is placed in the home.

- (e) When an employee takes both maternity leave and parental leave, parental leave must commence immediately upon expiry of maternity leave.
- (f) The total amount of maternity leave and parental leave that can be taken by an employee, or by an employee couple, both of whom work for the Employer, is fifty-two (52) weeks.

Injury-on-Duty Leave

- 21.03 (a) The Employer shall pay an employee the balance of his/her day's pay for the first day of an injury covered by the Workers' Compensation Board.
- (b) While the parties are awaiting the decision of the Workers' Compensation Board as to the compensability of an injury, the employee shall use his/her sick leave credits. If the injury is not compensable there shall be no return of the sick leave credits used by the employee. If the injury is compensable the employee shall reimburse the Employer for the amount of sick leave pay received and the Employer shall credit the employee with the sick leave credits used.

Self-funded Leave

- 21.04 The terms and conditions of self-funded leave are found in the Employer's Self-funded Leave Policy. At the Employer's discretion the Self-funded Leave Policy may be amended at any time as determined by the Employer, and notification of such amendments will be forwarded to the Union. The Self-funded Leave Policy shall not be considered as incorporated into this Agreement by reference or by necessary intendment.

An employee's service and seniority shall continue to accrue during a Self-funded Leave.

Casual Leave

- 21.05 An employee may be granted casual leave with pay for the length of his/her appointment, to a maximum of two (2) hours, for the following purposes:

(a) Medical, Dental, Legal and School Appointments

Whenever it is necessary for an employee to attend upon his/her doctor, dentist, lawyer or school appointments during working hours he/she shall be granted casual leave for these purposes, if the appointment cannot be scheduled outside of working hours.

(b) Other Casual Leave

The Manager may grant an employee casual leave for other purposes of a special or unusual nature, including attendance at funerals.

- 21.06 Employees shall be granted casual leave with pay to a maximum of one-half (1/2) day per occurrence where the employee's physician requires him/her to attend regular or recurring medical treatments and check-ups.
- 21.07 If the combined total leave granted in any fiscal year under Articles 21.05(a) and 21.06 exceeds two (2) days, the additional casual leave shall be charged against an employee's sick leave credits.

Discretionary Leave

- 21.08 Subject to operational requirements, an employee shall be entitled to take one (1) day leave with pay each fiscal year at his/her discretion. One day written notice must be given to the Employer.

Leave for Hunting.. Fishing or Harvesting

- 21.09 Subject to operational requirements, leave without pay may be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits. Such leave without pay shall be taken up to a maximum of two (2) days at a time.

Leave For Other Reasons

- 21.10 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee for any other purpose.

Article 22
Hours of Work

- 22.01 The work week shall consist of five (5) consecutive scheduled workdays Monday through Friday of seven and one-half (7 1/2) consecutive hours exclusive of a lunch period. The normal hours of work shall be between 8:30 a.m. and 5:00 p.m.
- 22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid-afternoon. An employee may absent himself from his/her place of work during such rest periods, but for each such rest period shall not be absent with pay from his/her place of work for more than fifteen (15) minutes.
- 22.03 A lunch period of one hour's duration shall be scheduled as close to the mid-point of the workday as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

22.04 An employee who has been declared to have abandoned his/her position shall as a consequence have his/her employment terminated.

Article 23 **Overtime**

23.01 In this article:

- (a) "Overtime" means work performed by an employee before or after or in excess or outside of his/her regularly scheduled hours of work;
- (b) "Straight time rate" means the hourly rate of remuneration;
- (c) "Time and one-half" means one and one-half times the straight time rate;
- (d) "Double time" means two times the straight time rate.

23.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her.

23.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.

- 23.04 (a) Subject to operational requirements the Employer shall make every reasonable effort;
- (i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (b) Except in case of an emergency an employee may for cause refuse to work overtime, providing he/she places his/her refusal in writing.

23.05 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).

- (b) Overtime work shall be compensated as follows:
- (i) at time and one-half (1½) for all hours except as provided in Article 23.05(b)(ii);
 - (ii) at double time (2) for all hours of overtime worked in a day after the first four (4) hours;

- (iii) through mutual agreement between the Employer and the employee, time off in lieu of cash payment may be granted at a later date convenient to both the employee and the Employer.

23.06 Where an employee is required to work three (3) or more hours of overtime immediately following his/her regularly scheduled hours of duty and due to operational requirements the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the dinner allowance in accordance with Article 30.

Article 24

Outside Employment

24.01 An employee can carry on any business or employment outside his/her regularly scheduled hours of duty without interference from the Employer. The employee ~~will~~ however provide written notice of such activities to the Employer promptly upon commencement.

24.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

- (a) a conflict of duties may develop between an employee's regular work and his/her outside interests; and
- (b) certain knowledge and information available only to Employer personnel place the individual in a position where he/she can exploit the knowledge or information for personal gain.

Article 25

Pay

25.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Schedule A – Rates of Pay.

25.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday with up to a two (2) week holdback. Casual employees are not subject to a holdback. Paycheques shall be distributed in sealed envelopes or, at the option of the employee, deposited directly into the employee's bank account.

25.03 The Employer shall provide a newly hired employee with a reasonable pay advance, if so requested by the employee. The pay advance shall be recovered from the first available pay of the employee.

- 25.04 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned.

When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

Acting Pay

- 25.05 When an employee is required in writing by the Employer to perform the duties of a higher classification level on an acting basis for a period in excess of two (2) working days, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.

Garnishment

- 25.06 If the Employer is required to make a deduction from an employee's paycheque as a result of a legal garnishee order or Canada Customs and Revenue Agency Requirement to Pay, a fifteen dollar (\$15.00) administration fee will be charged for each paycheque so garnisheed. This administration fee shall be deducted from each paycheque and this Agreement shall constitute individual authorization of the employee for such deductions.
- 25.07 The Employer shall not dismiss, suspend, layoff, demote or otherwise discipline an employee on the grounds that garnishment proceeding may be or have been taken with respect to an employee.

Article 26

Reporting Pay

- 26.01 If an employee reports to work on his/her regularly scheduled workday and there is insufficient work available, he/she is entitled to pay for that day. This provision does not apply to casual employees.
- 26.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday, he/she shall be paid at the applicable overtime rates.
- 26.03 If an employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hour's pay at the straight time rate for each time he/she is required to report for work.

Article 27
Call-back Pay

- 27.01 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 28
Standby

- 28.01 As a condition of employment a maintenance employee may be required to be available on a standby basis for overtime work. A mobile radio telephone system will be made available for those employees on standby.
- 28.02 In designating employees for standby duty the Employer will attempt to provide for the equitable distribution of standby duties among ready available, qualified employees who are normally required in their regular duties to perform that work. Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new schedule.
- 28.03 An employee on standby who is required to report for work shall be paid Call-back Pay, except that the employee shall receive the four-hour **minimum** payment only once in any eight (8) hour period.
- 28.04 When the Employer requires an employee to be available on standby during off-duty hours, the Employee shall be paid:
- | | |
|-------------------------------|----------|
| Weekday | \$ 32.00 |
| Saturday, Sunday and Holidays | \$ 48.00 |
- 28.05 No standby payment shall be granted if an employee is unable to report for standby duty when called. An employee who is unable to report for standby duty when called may be subject to discipline.

Article 29
Pay for Travel on Behalf of Employer

- 29.01 Where an employee is required to travel on behalf of the Employer, he/she shall be paid:
- (a) when the travel occurs on a regular workday, as though he/she were at work for **all** hours travelled;

- (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of seven and one-half (7 ½) hours at the applicable overtime rate.
- 29.02 For the purpose of this article, hours travelled includes a one (1) hour check-in period at airports as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, but is exclusive of overnight stopovers.
- 29.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- 29.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he/she shall receive cash payment at time and one-half (1 ½) his/her rate of pay or be granted the equivalent leave with pay.
- 29.05 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

Article 30

Duty Travel

- 30.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred in accordance with Government of Nunavut policy.

Article 31

Job Description

- 31.01 When an employee is first hired the Employer shall, before the employee is assigned to that position, provide the employee with a written Job Description of the position to which he/she is assigned.
- 31.02 Upon written request, an employee shall be entitled to a complete and current Job Description of his/her position.

Article 32

Classification

- 32.01 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 rates of pay for the classification. If the parties fail to reach agreement within sixty (60) days, the

matter may be referred to arbitration. The arbitrator's decision will be retroactive to the date the Employer implemented the new or revised classification.

- 32.02 Where an employee believes that he/she has been improperly classified with respect to his/her position or category, group and level, he/she shall discuss his/her classification with the Manager and, on request, be provided with a copy of his/her Job Description before he/she files a grievance.

Article 33

Vacancies, Job Postings, Promotions and Transfers

- 33.01 Every vacancy for positions expected to be of more than *six* (6) months' duration and every newly created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting. The applicant's skills, competencies, and abilities shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where these factors are determined by the Employer to be equal, seniority shall govern.
- 33.02 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his/her seniority accumulated up to the date of transfer outside the unit.
- 33.03 No employee shall be transferred to another position within the bargaining unit without his/her consent. If an employee is transferred to another position, he/she shall have the right to return to his/her former position within 60 days, and any other employee affected by the transfer shall be returned to his/her former position, without loss of wages or seniority.
- 33.04 New employees shall not be hired when there are permanent employees on layoff qualified to perform the job.
- 33.05 Nothing in this Article requires the Employer to fill any vacancies.

Article 34

Employee Performance Review and Employee Files

Employee Performance Review

- 34.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee

shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal.

- 34.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development.

Employee Files

- 34.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any disciplinary document from the file of an employee, the existence of which the employee was not made aware of by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 34.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 34.05 Upon written request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.

Article 35

Safety and Health

- 35.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 35.02 The Employer shall make available to all employees a copy of the *Safety Act* and Regulations, and any Employer policies pertaining to safety and health.
- 35.03 A Safety Committee is established, consisting of two (2) representatives of the Employer and two (2) representatives of the workers, which will meet at least once every three (3) months, to carry out the duties of a Safety Committee as provided for under the *Safety Act*.

Article 36

Technological Change

- 36.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 36.02 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to

provide as much advance notice as is practicable but not less than one hundred and twenty (120) days' notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement.

- 36.03 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

Article 37

Short Term Leave for Training Purposes

37.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Employer.

37.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.

- (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;
 - (i) where the employee has become technically obsolete and requires retraining to satisfactory carry out the work, or
 - (ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his/her field of work, or
 - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- (b) Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.
- (c) Under this article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Employer for a period equivalent to the leave.

37.03 Where a request for leave under Article 37.01 and 37.02 has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his/her request has been approved or denied.

Article 38 **Contracting Out**

- 38.01 There shall be no contracting out of any work by the Employer if it would result in the layoff or the continuance of a layoff of a permanent employee. Permanent employee for the purpose of this article means an employee who has completed their initial probationary period.

Article 39 **Seniority**

- 39.01 A newly hired employee shall be on probation for a period defined in Article 2.01(x). During the probation period, the employee shall be entitled to all rights and benefits of this Agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.
- 39.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the union and shall be kept up-to-date by the Employer.
- 39.03 Seniority shall not accumulate during a leave of absence without pay or during a layoff.
- 39.04 An employee shall lose his/her seniority in the following circumstances:
- (a) if he/she is discharged for just cause and not reinstated;
 - (b) if he/she resigns voluntarily;
 - (c) if he/she abandons his/her position;
 - (d) if he/she is on layoff for more than one year;
 - (e) if, following layoff, he/she fails to return to work within fourteen (14) calendar days of being recalled.

Article 40 **Layoff and Recall**

- 40.01 The Employer agrees that there shall be no layoff of any employee during the life of this Agreement except for layoff resulting from lack of work or lack of funding.
- 40.02 Layoffs shall occur within each classification and shall be based on skill, competence, and ability. Where these factors are equal, seniority shall govern.

- 40.03 The last employee laid off shall be the first recalled provided he/she is qualified to do the work and has not lost his/her seniority.
- 40.04 The Employer shall **notify** employees who are to be laid off ten (10) working days prior to the effective date of layoff, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.
- 40.05 A permanent employee (excluding an apprentice) with one year of continuous employment who is laid off for the first time shall be paid layoff severance pay of two (2) weeks per year for each of the first three (3) completed years of employment, and an additional one (1) week per year for each completed year of employment thereafter, to a maximum of fifteen (15) weeks. An employee who is laid off for a second or subsequent time shall be paid layoff severance pay as above, less any amounts of layoff severance pay the employee has previously received. For the purposes of this article, continuous employment shall be calculated from April 1, 2001 or the employee's date of hire, whichever is later.
- 40.06 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not forfeited his/her seniority.
- 40.07 The Employer shall give notice of recall personally or by registered mail.
- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served.
- (b) Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives such letter or not later than three (3) days from the date of mailing.
- 40.08 The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall, unless, on reasonable grounds, he/she is unable to do so.
- 40.09 An employee shall provide the Employer with a minimum of fourteen (14) calendar days notice of resignation of employment.

Article 41

Trades

Application

- 41.01 The provisions of this article shall apply to maintenance employees identified in Appendix A.

Trades Certification

- 41.02 Where an employee with a certification in one trade performs work in a trade for which he/she does not possess a certificate, he/she shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesman at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradesmen; using the trade name in the position title to conform to the journeyman certification required.
- 41.03 Tradesmen must be certified in the trade area for which they are employed as a condition of continuing employment.

Wash-up Time

- 41.04 Trades employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor by five (5) minutes.
- 41.05 Upon production of receipts, the Employer shall reimburse employees for purchase of work clothing or boots to a maximum of \$250 per calendar year.

Work Clothing and Protective Equipment

- 41.06 (a) The Employer shall supply the following articles where required by either the Employer or the Workers' Compensation Board, including but not limited to:
- (i) Hard hats
 - (ii) Dust protection
 - (iii) Eye protection, except prescription lenses
 - (iv) Ear protection
- (b) The Employer will replace the articles referred to in 41.06(a) as required when they are presented worn or damaged beyond repair by an employee.

On-site Laundry Facilities

- 41.07 The Employer shall provide suitable on-site laundry facilities and detergents, at no cost to employees, to enable employees to launder their work clothing.

Adverse Weather Conditions

- 41.08 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.

Article 42 **Apprentices**

42.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Employer:

- (a) The *Apprentices, Trades and Occupational Certification Act* and pursuant Regulations shall apply to all Apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (c) Apprentice rates of pay **will** be based on the percentage of the journeyman rate for the trade the employee is hired into as follows:

<u>Four Year Training Programs</u>		<u>Three Year Training Programs</u>	
Year 1	55%	Year 1	60%
Year 2	65%	Year 2	70%
Year 3	75%	Year 3	80%
Year 4	85%		

- (d) Where an Apprentice fails to complete his/her training to the certified level in accordance with the provisions of the *Apprentices, Trades and Occupational Certification Act* for his/her trade, the Employer may, in its sole discretion, terminate the employment of the Apprentice. All Apprentices must, as a condition of continuing employment, become certified tradesmen in their trade area.

Article 43 **Tools**

43.01 Trade employees shall provide hand tools required by their trade. Such tools must be of commercial quality.

43.02 The cost of replacing all tools damaged or worn-out on the job will be paid by the Employer upon receipt of such tools.

43.03 A designated area for storage of employees tools will be provided by the Employer.

Article 44
Settlement Allowance

- 44.01 Effective April 1, 1997 Settlement Allowances were rolled into wages to the extent that funding considerations allowed.

Article 45
Housing Allowance

- 45.01 Each permanent employee who does not live in subsidized social housing shall be paid a housing allowance at the rate of \$3.10 per hour up to the maximum of the scheduled weekly hours of work for their classification group.
- 45.02 Eligible employees must complete an housing allowance application to be processed and approved in a manner prescribed by the Employer.

Article 46
Pension and Insurance Plans

- 46.01 The Northern Employees Benefits Services Pension Plan is a term or condition of employment for all permanent employees.
- 46.02 The Northern Employees Benefits Services Basic Group Life Insurance, Accidental Death & Dismemberment, Dependents Insurance, Long Term Disability and Weekly Indemnity plans are terms or conditions of employment for all permanent employees.
- 46.03 The Northern Employees Benefits Services Extended Health Care and Dental Insurance plans are optional plans available to each individual permanent employee.
- 46.04 The Employer shall advise the Group Pension Plan and Insurance Plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, and other required data as determined by these plans within a reasonable period.
- 46.05 The Employer shall remit all required premiums for the plans under this article within a reasonable period.
- 46.06 The Northern Employee Benefits Services employee counselling service is available to all permanent employees.
- 46.07 The Employer's obligation under this Article is only to provide access to the specified benefit plans. The benefit plan provider shall determine any questions concerning eligibility, entitlements or any other issues concerning benefits.

Article 47

Civil Liability

- 47.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred hereinbefore, being commenced against him/her shall advise the Employer of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an employee;
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

Article 48

Employee Assistance Program

Purpose (Alcohol and Substance Abuse)

- 48.01 To establish and outline the policy of the Employer in relation to employees whose alcohol and substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol and substance abuse during working hours.
- 48.02 The incidences of alcohol and substance abuse are a common concern of employers, employees and families. Social drinking, which has no job related problems, is irrelevant to the Employer. However, an employee whose alcohol and substance abuse problems interferes with work performance, attendance or interpersonal work relationships may become an issue in the workplace.

Policy (Alcohol and Substance Abuse)

- 48.03 The Employer recognizes that alcohol and substance abuse are disorders which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness shall be made available to those persons affected by alcohol and substance abuse for authorized absence to undergo assessment and treatment. These benefits include, but are not limited to, access to the sick leave provisions under Article 19 and to the Weekly Indemnity plan under Article 46.
- 48.04 The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in discharge.

Responsibilities (Alcohol and Substance Abuse)

- 48.05 Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.
- 48.06 The decision to accept or reject available counselling and treatment benefits is the responsibility of the employee. The supervisor is responsible for identifying any situation involving unsatisfactory work performance or poor interpersonal work relationships. The Employer shall make available to the employee concerned the benefit provisions referred to in this Article.
- 48.07 The employee must accept the responsibility to take positive personal action, which may involve:
- (a) referral for assessment;
 - (b) cooperation fully in any prescribed treatment and rehabilitation program; and
 - (c) active rehabilitation, which may take up to one (1) year or possibly longer and may initially involve care at a rehabilitation centre.

Article 49 **Labour Management Committee**

- 49.01 A Labour-Management Committee will be formed to consult on matters of sexual harassment, workplace violence and other matters of mutual interest.
- 49.02 The Labour-Management Committee shall be comprised of equal representation from the Bargaining Unit and the Employer with each party choosing their respective representatives.

49.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every *six* (6) months.

Article 50 **Part-Time Employees**

50.01 Part-time employees shall be entitled to all benefits of this Agreement, except:

- (a) 18.01 – payment under Article 18.01(b) in lieu of vacation leave;
- (b) 18.09 – prorated vacation travel assistance;
- (c) 21.04 – no application;
- (d) 39.01 – prorated seniority;
- (e) 45.01 – paid on regular hours worked;
- (f) Article 46 – eligibility for benefits determined by benefit plan provider;
- (g) Schedule A – progression from Level 1 to Level 6 upon completion of 1957 hours and provided the Employee’s performance is satisfactory.

50.02 Part-time employees shall be granted leave (except vacation leave) based on their regularly scheduled hours of work per day.

Article 51 **Social Justice Fund**

51.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC SocialJustice Fund.

Article 52 **Re-opener of Agreement and Mutual Discussions**

Re-opener of Agreement

52.01 This Agreement may be amended by mutual consent.

Mutual Discussions

- 52.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

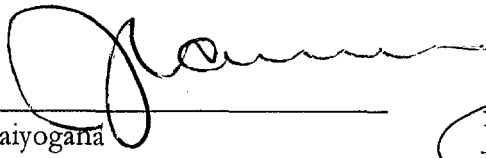
Article 53
Duration and Renewal

- 53.01 The term of this Agreement shall be from April 1, 2004 to March 31, 2007. The provisions this Agreement have force and effect upon date of ratification by the parties, except as otherwise specified.
- 53.02 Notwithstanding Article 53.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 15, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 53.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 53.04 Where notice to bargain collectively has been given under Article 53.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.


Signed at Cambridge Bay, Nunavut this 10th day of November, 2004.

**on behalf of the
Cambridge Bay Housing Association**

**on behalf of the
Public Service Alliance of Canada**



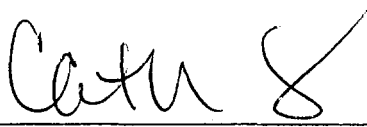
John Kaiyogana
Chair



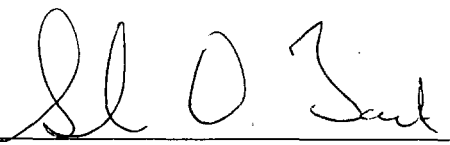
Jean-François Des Lauriers
Regional Executive Vice-president – North



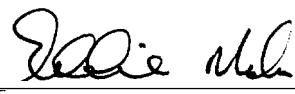
Vicki Aitaok
Manager




Cathy Aitaok
Committee Member



Glenn Tait
Negotiator



Eddie Mala
Committee Member



Stephen Bedingfield
Regional Negotiator

Schedule A Rates of Pay

(Effective April 1, 2004)

ADMINISTRATION

<i>JOB TITLE</i> <i>(WEEKLY HOURS)</i>	<i>HOURLY RATES OF PAY</i>					
Pay Range	1	2	3	4	5	6
Assistant Manager (37.5 hr wk)	27.87	28.59	29.37	30.19	31.05	31.95
Tenant Relations Officer (37.5 hr wk)	25.83	26.47	27.14	27.87	28.59	29.37
Data Entry Clerk	20.67	21.19	21.72	22.29	22.88	23.50

MAINTENANCE

<i>JOB TITLE (WEEKLY HOURS)</i>	<i>HOURLY RATES OF PAY</i>
Housing Maintenance Serviceperson Supervisor (37.5 hour week)	30.74
Housing Maintenance Serviceperson (37.5 hour week)	28.29
Oil Burner Mechanic (37.5 hour week)	30.74
Painter (37.5 hour week)	29.07
Carpenter (37.5 hour week)	31.63
Plumber (37.5 hour week)	32.35
Electrician (37.5 hour week)	32.35
Custodian (minimum of six (6) hours per week)	13.80
Casual/Labour (37.5 hour week)	13.80
Student Helper (37.5 hour week)	12.73

NOTE: An employee shall progress from Level 1 through Level 6 on the basis of one level per year provided the employee's performance is satisfactory.

(Effective April 1,2005)

ADMINISTRATION

<i>JOB TITLE (WEEKLY HOURS)</i>	<i>HOURLY RATES OF PAY</i>					
Pay Range	1	2	3	4	5	6
Assistant Manager (37.5 hr wk)	28.71	29.45	30.25	31.10	31.98	32.91
Tenant Relations Officer (37.5 hr wk)	26.60	27.26	27.95	28.71	29.45	30.25
Data Entry Clerk	21.29	21.83	22.37	22.96	23.57	24.21

MAINTENANCE

<i>JOB TITLE (WEEKLY HOURS)</i>	<i>HOURLY RATES OF PAY</i>
Housing Maintenance Serviceperson Supervisor (37.5 hour week)	31.66
Housing Maintenance Serviceperson (37.5 hour week)	29.14
Oil Burner Mechanic (37.5 hour week)	31.66
Painter (37.5 hour week)	29.94
Carpenter (37.5 hour week)	32.58
Plumber (37.5 hour week)	33.32
Electrician (37.5 hour week)	33.32
Custodian (minimum of six (6) hours per week)	14.21
Casual/Labour (37.5 hour week)	14.21
Student Helper (37.5 hour week)	13.11

NOTE: An employee shall progress from Level 1 through Level 6 on the basis of one level per year provided the employee's performance is satisfactory.

(Effective April 1,2006)

ADMINISTRATION

<i>JOB TITLE (WEEKLYHOURS)</i>	<i>HOURLY RATES OF PAY</i>					
Pay Range	1	2	3	4	5	6
Assistant Manager (37.5 hr wk)	29.57	30.33	31.16	32.03	32.94	33.90
Tenant Relations Officer (37.5 hr wk)	27.40	28.08	28.79	29.57	30.33	31.16
Data Entry Clerk	21.93	22.48	23.04	23.65	24.28	24.94

MAINTENANCE

<i>JOB TITLE (WEEKLY HOURS)</i>	<i>HOURLY RATES OF PAY</i>
Housing Maintenance Serviceperson Supervisor (37.5 hour week)	32.61
Housing Maintenance Serviceperson (37.5 hour week)	30.01
Oil Burner Mechanic (37.5 hour week)	32.61
Painter (37.5 hour week)	30.84
Carpenter (37.5 hour week)	33.56
Plumber (37.5 hour week)	34.32
Electrician (37.5 hour week)	34.32
Custodian (minimum of six (6) hours per week)	14.64
Casual/Labour (37.5 hour week)	14.64
Student Helper (37.5 hour week)	13.50

NOTE: An employee shall progress from Level 1 through Level 6 on the basis of one level per year provided the employee's performance is satisfactory.

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