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**COLLECTIVE AGREEMENT**

- between -

**YELLOWKNIFE PUBLIC DENOMINATIONAL  
DISTRICT EDUCATION AUTHORITY**  
commonly known as:  
**YELLOWKNIFE CATHOLIC SCHOOLS**

- and -

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
as represented by its agent:  
**THE UNION OF NORTHERN WORKERS**

From: July 1, 2006

To: June 30, 2009



Union of Northern  
Workers



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

Union of Northern Workers  
Suite 200, 5112-52nd Street  
Yellowknife, NT X1A 1T6

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### *Numerical Index*

<u>Article #</u>	<u>Subject</u>	<u>Page</u>
1	PURPOSE OF AGREEMENT.....	1
2	EMPLOYEE CATEGORIES.....	5
3	NON DISCRIMINATION.....	6
4	RECOGNITION.....	6
5	APPLICATION.....	6
6	STRIKES AND LOCKOUTS.....	7
7	MANAGERIAL RESPONSIBILITIES .....	7
8	EMPLOYER DIRECTIVES .....	7
9	UNION ACCESS TO EMPLOYER PREMISES ..	7
10	APPOINTMENT OF REPRESENTATIVES .....	8
11	TIME OFF FOR UNION BUSINESS .....	8
12	CHECK OFF.....	12
13	SENIORITY .....	13
14	DESIGNATED PAID HOLIDAYS.....	15
15	GENERAL PROVISIONS.....	17
16	VACATION LEAVE AND ASSISTANCE.....	17

17	COMPASSIONATE LEAVE .....	20
18	<b>SICK</b> LEAVE.....	21
19	GENERAL LEAVE .....	23
20	DEFERRED SALARY LEAVE PLAN.....	26
21	HOURS OF WORK.....	36
22	OVERTIME .....	37
23	PAY .....	38
24	CALL-BACK PAY.....	43
25	SHIFT PREMIUM .....	43
26	STANDBY .....	44
27	TECHNOLOGY CHANGE .....	44
28	EMPLOYEE SERVICE RECOGNITION.....	45
29	LAY-OFF AND RECALL.....	45
30	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	47
31	<b>JOB</b> EVALUATION /JOB DESCRIPTIONS ....	48
32	CLASSIFICATION .....	51
33	ADJUSTMENT OF DISPUTES.....	51
34	NO CONTRACTING <b>OUT</b> .....	56
35	SAFETY AND HEALTH.....	56

36	MOVING ASSISTANCE .....	57
37	EDUCATIONAL ALLOWANCES.....	58
38	CIVIL LIABILITY .....	59
39	VACANCIES, JOB POSTINGS, PROMOTIONS <b>AND TRANSFERS</b> .....	60
40	RETROACTIVE PAY .....	61
41	CREDIT FOR PREVIOUS EXPERIENCE.....	61
42	MATERNITY <b>AND</b> PARENTAL LEAVE.....	61
43	HOUSING ALLOWANCE.....	66
44	HEALTH AND WELFARE .....	66
45	REGISTERED PENSION PLAN .....	68
46	PARKING .....	69
47	RESIGNATION.....	70
48	OTHER ALLOWANCES.....	70
49	PROFESSIONAL DEVELOPMENT .....	71
50	JOINT CONSULTATION COMMITTEE .....	72
51	DURATION AND RENEWAL.....	73
	APPENDIX "A".....	74
	APPENDIX "B" - RATES OF PAY.....	76

## *Alphabetical Index*

	<u>Page</u>
ADJUSTMENT OF DISPUTES .....	51
APPENDIX “A” .....	74
APPENDIX “B” - RATES OF PAY .....	76
APPLICATION .....	6
APPOINTMENT OF REPRESENTATIVES .....	8
CALL-BACK PAY .....	43
CHECK OFF .....	12
CIVIL LIABILITY .....	59
CLASSIFICATION .....	51
COMPASSIONATE LEAVE .....	20
<b>CREDIT</b> FOR PREVIOUS EXPERIENCE .....	61
DEFERRED SALARY LEAVE PLAN .....	26
DESIGNATED PAID HOLIDAYS .....	15
DURATION <b>AND</b> RENEWAL .....	73
EDUCATIONAL ALLOWANCES .....	58
EMPLOYEE CATEGORIES .....	5

## EMPLOYEE PERFORMANCE REVIEW AND

EMPLOYEE FILES.....	47
EMPLOYEE SERVICE RECOGNITION .....	45
EMPLOYER DIRECTIVES .....	7
GENERAL LEAVE .....	23
GENERAL PROVISIONS .....	17
HEALTH AND WELFARE.....	66
HOURS OF WORK .....	36
HOUSING ALLOWANCE.....	66
JOB EVALUATION / JOE DESCRIPTIONS .....	48
JOINT CONSULTATION COMMITTEE.....	72
LAY-OFF AND RECALL .....	45
MANAGERIAL RESPONSIBILITIES .....	7
MATERNITY AND PARENTAL LEAVE .....	61
MOVING ASSISTANCE.....	57
NO CONTRACTING OUT.....	56
NON DISCRIMINATION .....	6
OTHER ALLOWANCES .....	70
OVERTIME.....	37
PARKING .....	69

<b>PAY</b> .....	38
PROFESSIONAL DEVELOPMENT .....	71
PURPOSE OF AGREEMENT.....	1
RECOGNITION.....	6
REGISTERED PENSION PLAN.....	68
RESIGNATION .....	70
RETROACTIVE <b>PAY</b> .....	61
SAFETY <b>AND</b> HEALTH .....	56
SENIORITY.....	13
SHIFT PREMIUM .....	43
SICK LEAVE.....	21
STANDBY .....	44
<b>STRIKES AND LOCKOUTS</b> .....	7
TECHNOLOGY CHANGE.....	44
TIME OFF <b>FOR</b> UNION BUSINESS.....	8
UNION ACCESS TO EMPLOYER PREMISES .....	7
VACANCIES, JOB POSTINGS, PROMOTIONS <b>AND</b> TRANSFERS.....	60
VACATION LEAVE AND ASSISTANCE.....	17

## ARTICLE 1 • PURPOSE OF AGREEMENT

1.01 For the purpose of this Collective Agreement:

- (a) "Alliance" means the Public Service Alliance of Canada.
- (b) "Bargaining Unit" means all employees except those incumbents of the following positions:

Superintendent, Assistant Superintendent-Learning, Assistant Superintendent - Business, Office Manager, Executive Assistant, Accounting Officer, Human **Resource** Officer and those required to hold a teacher's certificate.

- (c) "Commencement of School" means ten (10) working days prior to the first day of student attendance at the start of each **School** Year.
  - i) Twelve-month (12) employees work the calendar year. Twelve-month (12) employees work a five (5) day work week.
  - ii) Eleven-month (11) employees shall work starting the Commencement of **School** and end five working days after the last day of the School Year. Eleven-month (11) employees shall receive the Christmas and Spring **school** holidays as vacation leave with pay. Vacation leave will be prorated if an employee works **less** than the **full** School



Year. Eleven-month (11) employees work a five (5) day work week.

iii) Ten-month (10) employees work the School Year. Ten-month (10) employees shall receive the Christmas and Spring school holidays as vacation leave with pay. Vacation leave will be prorated if an employee works less than the full School Year. Ten-month (10) employees work a five (5) day work week.

(d) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer.

(e) "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 their position other than by reason of the employee being on leave of absence.

(9) "Dependent" means a person residing with the employee who is the employee's spouse; child, stepchild and adopted child who is under eighteen years of age and dependent of the employee for support or being eighteen years of age or more and dependent upon them by reason of full-time attendance at an educational institution or mental or physical infirmity or any other relative of the employee's household who is

wholly dependent upon the employee for support by reason of mental or physical infirmity.

- (g) "Employee" means a member of the bargaining unit.
- (h) "Employer" means the Yellowknife Public Denomination District Education Authority. (Yellowknife Catholic **Schools**).
- (i) "Immediate family" **is** defined as an employee's father, mother, brother, sister, spouse, **child, father-in-law, mother-in-law, grandchildren, grandparents** and any relative permanently residing in the employee's household **or** with whom the employee permanently resides.
- (j) "Lay-off" means an employee **whose** employment has been terminated because of lack of work **or** lack of funds.
- (k) "Union Representative" means an employee who has been elected **or** appointed **as** a shop steward **or** a person who represents the Union at meetings with management and who is authorized to represent the Union.
- (l) "**School Year**" shall be defined by the calendar approved by the Board on an annual basis.
- (m) "Third-party Funded Positions" are those whose funding **source** originates outside of the

Department **of** Education, Culture and  
Employment **School** Contributions.

- (n) "Union" means the Public Service Alliance of Canada **as** represented by its agent, the Union of Northern Workers.
- (o) "Union Representative" means **a** person **who** represents **the Union** at meetings with management and **who is** authorized to represent the Union.
- (p) "**Week**" for the purposes **of** this Collective Agreement shall **be** deemed to **commence at** 12:01 a.m. on Monday and terminate at midnight on Sunday.

1.02 Masculine and feminine gender are interchangeable, ~~where~~ applicable, in this Collective Agreement.

1.03 "May" shall be regarded **as** permissive and "Shall" and "Will" as imperative.

## ARTICLE 2 - EMPLOYEE CATEGORIES

- 2.01 "Casual Employee" is one called in occasionally or intermittently by the Employer to replace any employee or to supplement regular staff coverage in situations of unforeseen staff shortage or emergencies. A series of casual employees will not be employed in lieu of employing a term or regular employee. The casual employee grid includes 6% vacation pay. Casual employees will not be entitled to any other benefits, allowances, leave, or assistance in the Collective Agreement.
- 2.02 A "Regular Part-time Employee" is a person who normally works on a regular basis a lesser number of hours than provided for in this Collective Agreement. A regular part-time employee shall only be entitled to those applicable benefits in this Collective Agreement on a pro rata basis.
- 2.03 A "Term Employee" is a person who is hired for a specific period of time and shall be entitled to all the provisions of the Collective Agreement which they are eligible to receive for the length of their term.
- 2.04 A "French Monitor" is defined as a person who is hired and funded by the Secretary of State in conjunction with the Council of Ministers of Education, Canada.

12

### **ARTICLE 3 - NON DISCRIMINATION**

- 3.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment (personal ~~or~~ sexual) or coercion exercised or practiced ~~with~~ respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, sexual orientation, disability, conviction for ~~which~~ a pardon has been granted, religious or political affiliation, or any other grounds proscribed by applicable legislation, by reason of Union activity, nor by exercising their rights under this collective agreement.

### **ARTICLE 4 - RECOGNITION**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

### **ARTICLE 5 -APPLICATION**

- 5.01 The provisions of this Collective Agreement apply to the Union, the employees and the Employer.
- 5.02 The Employer will pay for ~~all~~ costs associated with the printing and ~~will~~ distribute the Collective Agreement to its employees.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01 There ~~shall~~ be no strike by any employee(s) and no lockout by the Employer during the term of this Collective Agreement.

## **ARTICLE 7 - MANAGERIAL RESPONSIBILITIES**

- 7.01 The Employer retains the exclusive right to manage and control all its operations subject only to the express terms of this Collective Agreement.

## **ARTICLE 8 - EMPLOYER DIRECTIVES**

- 8.01 The Employer shall provide the Union with a copy of all personnel directives.

## **ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES**

- 9.01 The Employer shall permit access to its work premises for a Union Representative. ~~Such~~ representatives shall first get permission from the principal of the ~~school~~ and such ~~access~~ shall be during regular business hours and shall be only for bona fide local Union business. Permission to enter the Employer's premises shall not be unreasonably denied.

- 9.02 Bulletin board space will **be** made available at each **school** for the Union of Northern Workers to **post** notices and bulletins dealing exclusively with union business.

#### ARTICLE 10 • APPOINTMENT OF REPRESENTATIVES

- 10.01 The Employer will recognize Union Representatives upon **written** notification from the Union **office** advising **who** the representatives are.
- 10.02 The Employer **acknowledges** the right **of** the Union to appoint employees as Representatives. The Union will provide the Employer with the names of all representatives within a reasonable period.

#### ARTICLE 11 -TIME OFF FOR UNION BUSINESS

- 11.01 In the event of an arbitration hearing held pursuant to the terms of this **Collective** Agreement, the Employer will grant leave with pay to the **grievor**, Representative and witnesses.
- 11.02 Time off for Representatives

Subject to operational requirements the Employer shall grant reasonable leave with pay to an employee acting as a Representative in the **workplace** in order to investigate and act on behalf of an employee making a complaint under this Agreement, or

grievance related to any proceeding under Article 33 Adjustment of Disputes, and to act on behalf of the Union at meetings between the Employer and the Union. **Such** leave shall not be unreasonably withheld.

- (a) A Representative shall obtain the permission of his / her immediate supervisor before leaving his / her **work** for these purposes. **Such** permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to his / her supervisor before resuming his / her normal duties.

11.03 Where an employee is involved in the processing of a grievance, the employee **shall be** granted reasonable time ~~off~~ with pay provided reasonable advance notice is given.

11.04 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend Union education, Union conventions, Union conferences and Union seminars.

11.05 An employee holding a Union of Northern Workers office shall be granted reasonable leave without pay to attend Union of Northern Workers **executive** meetings, subject to reasonable advance notice. **Such** leave shall not be unreasonably withheld.



#### 11.06 Contract Negotiations

The Employer shall grant leave with pay for two (2) employees to attend contract negotiations on behalf of the Union for the duration of such negotiations. Upon request of the Union the employer shall grant leave without pay for one (1) additional employee for the purpose of contract negotiations.

#### 11.07 Preparatory Contract Negotiations Meetings

Subject to operational requirements, the Employer shall grant leave without pay for up to three (3) employees to attend preparatory contract negotiation meetings provided reasonable advance notice is given. This leave shall not be unreasonably withheld.

#### 11.08 Leave to work for the Union

The employer may grant leave without pay for an employee to **work** for the Union on a term basis, provided reasonable advance notice is given.

#### 11.09 Leave for Elected Officers

Upon the request of the Union, an employee elected as President of the Union of Northern Workers 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 they are entitled under the Collective Agreement, but

shall not accumulate seniority **during** the period of leave of absence.

- (a) The Employer shall continue to pay this employee his / her **applicable salary and** benefits in accordance with the terms of the Collective Agreement. Upon invoice by the employer, the Union shall reimburse the Employer for the amounts **so** paid.
- (b) The benefits of any group plan shall be extended to this employee and the Union shall reimburse the Employer for any costs involved.
- (c) This employee shall advise the Employer as **soon** as possible when an extension of the leave of absence is applicable due to re-election.
- (d) Upon termination of their leave of absence this employee shall be offered as a minimum the position he / she held with the Employer before he / she commenced the leave of absence. When this employee wishes to invoke **this clause** of the Collective Agreement he / she shall provide the Employer with a three (3) month notice of his / her intent to do **so**.

11.10 Upon reasonable notification, the Employer shall grant leave without pay to allow the PSAC Regional Executive Vice-President to perform his / her duties.

- 11.11 Subject to operational requirements and upon reasonable notification, the Employer shall grant leave without pay to a Representative seconded for a minimum period of one (1) week to serve as President of the Union on a temporary basis. Such leave shall not be unreasonably withheld.
- 11.12 The Employer shall grant time off with pay to:
- (a) An employee who is party to a job evaluation appeal.
  - (b) An employee who represents an employee who is party to a job evaluation appeal.

#### **ARTICLE 12 - CHECK OFF**

- 12.01 During the term of this Collective Agreement, the Employer shall deduct from the salary of its employees regular monthly Union dues and shall remit same to the Comptroller of the Alliance not later than the fifteenth (15th) calendar day in the month following the month that the deductions are made, and shall be accompanied by particulars identifying each employee and the deductions made on the employees behalf.
- 12.02 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 13 - SENIORITY

- 13.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit-wide basis, except where expressly stated otherwise.
- 13.02 Probationary employees are all persons initially hired on trial to determine their suitability and compatibility for continued employment. All regular, regular part-time, and term employees shall be considered probationary for the first six (6) months worked. During the probationary period, the employee shall be entitled to all rights and benefits of this Collective Agreement.
- 13.03 (a) No specific term position may extend beyond one (1) year with the exception of third-party funded positions.
- (b) Third-party funded positions are not subject to the provisions of clause 13.01.
- (c) Clause 13.03 (b) does not affect incumbents holding these positions prior to July 1, 2001.
- 13.04 An employee whose position has a minimum and maximum rate of pay shall be granted a salary increment of one step each year until the employee reaches the maximum step for that position. Such salary increments are subject to the employee's satisfactory performance of the duties of the position, and shall not be granted unless the employee's

supervisor certifies to the Superintendent that the employee **is** satisfactorily performing the duties of the position.

- (a) Salary increments shall be granted effective July 1 each year. Employees **will** be eligible to receive an increment if

they are twelvemonth **(12)** employees (as defined in article 21.01) and have been continuously employed since January 1 of that year;

they are eleven-month (11) employees (as defined in article 21.01) and have been continuously employed since January 15 of that year;

they are ten-month (10) employees (as defined in article 21.01) and have been continuously employed since February 1 of that year.

- (b) If the Employer determines that an employee is not performing at a level that would merit a salary increment, *the* Employer shall notify the employee, in **writing**, of this fact not later than December 15. If the Employer determines that an employee **is** not going to receive a salary increment, the Employer shall notify the employee, in writing, not later than April 30 of that year.

13.05 Seniority shall only accrue during:

- a) periods the employee is at work;
- b) periods of authorized leaves of absence for up to six (6) months in any year;
- c) period of absence **because** of illness, disability or injury for up to one year;
- d) scheduled days off;
- e) vacation and statutory holidays;
- f) periods of leave with pay.

**ARTICLE 14 - DESIGNATED PAID HOLIDAYS**

14.01 An employee shall receive normal pay for:

- a) New Year's Day;
- b) **Good** Friday;
- c) Easter Monday;
- d) Victoria Day;
- e) National Aboriginal Day;
- f) Canada Day;

- g) Civic Holiday (August);
- h) Labour Day;
- i) Thanksgiving Day;
- j) Remembrance Day;
- k) Christmas Day;
- l) Boxing Day; and
- m) whenever the celebration of such holidays falls on an employee's scheduled working day, provided the employee has worked for the Employer for at least thirty (30) days during the preceding twelve (12) months and the employee is at work their work day immediately following such holiday unless the employee has been granted permission to be absent. When a day designated as a holiday under Clause 14.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following the employee's day of rest.

When Remembrance Day falls on a weekend, a day in lieu shall be scheduled into the school calendar.

**14.02** A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of

Canada, the Commissioner of the Northwest Territories or the Mayor of Yellowknife.

### ARTICLE 15 - GENERAL PROVISIONS

- 15.01 Upon request of the employee, the Employer **shall** inform an employee in the Bargaining Unit, in writing, of the balance of his sick and vacation leave credits.
- 15.02 **When** the Employer rejects an employee's written application for leave, the reason for **the** rejection **shall** be provided to the employee in writing within two (2) weeks.

### ARTICLE 16 - VACATION LEAVE AND ASSISTANCE

- 16.01 Twelve-month (12) employees shall be entitled to earned vacation with normal pay in accordance with the employee's length of continuous service as provided in **this** Collective Agreement.
- 16.02 Twelve-month (12) employees **shall** be granted vacation in accordance with the following schedule:



Length of Service	Vacation Entitlement
<b>1 year to completion of 2 years</b>	<b>15 working days (6%)</b>
<b>3 years to completion of 10 years</b>	<b>20 Working days (8%)</b>
<b>11 years to completion of 19 years</b>	<b>25 working days (10%)</b>
<b>20 years and over</b>	<b>30 working days (12%)</b>

Employees **who** terminate their employment with the Employer for any reason, and **who have** taken more vacation leave than was earned shall repay the Employer for all unearned vacation leave. The Employer may deduct any amounts **owing** from **an** employee for unearned vacation leave.

- 16.03** Where a paid holiday occurs during that period of **vacation**, the employee's period of **vacation** shall **be** further lengthened by one (1) work day *for* each such occurrence.
- 16.04** Four (4) working days travel time shall **be** added to the vacation period when the employee travels out of the Northwest Territories by vehicle. One (1) working day travel time shall be added to the vacation when **the** employee travels out of the Northwest Territories by air.

- 16.05 Were, in respect of any period of vacation leave, an employee is granted compassionate leave or is confined to a hospital, 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.
- 16.06 Employees are permitted to carry over to a maximum of ten (10) working days of vacation credit from one year to the next. All other vacation days not taken will be liquidated.

16.07 Vacation Travel Assistance

- (a) The Employer agrees to provide to a regular employee who has completed six (6) months of service with the Employer, and their dependants a sum of thirteen hundred (\$1,300) for return excursion airfare from Yellowknife to Edmonton. An employee shall have the option of being paid six hundred fifty dollars (\$650) With their September pay cheque and six hundred fifty (\$650) with their June pay cheque or being paid thirteen hundred (\$1,300) with their June pay cheque.

Where an employee has worked more than six (6) months, but less than the full school year, this benefit shall be prorated over the employee's work year.

- (b) Notwithstanding 16.07(a), a regular employee employed in the maintenance area will receive the

cash equivalent under 16.07(a) two (2) weeks prior to the commencement of his/her vacation period.

- (c) When the spouse of the employee is eligible to receive or is receiving a similar benefit from their employment, then the employee and/or the employee's spouse and dependents will not be entitled to this benefit. Where the employee's spouse has been denied such benefit from their employment, the employee and/or the employee's spouse and dependents shall be eligible to receive such benefit from Yellowknife Catholic Schools.
- 16.08 Regular employees employed in the maintenance area who use their vacation entitlements between the dates of October 1 and March 31 will be granted one (1) additional day for each five (5) consecutive dates of vacation taken during that period.
- 16.09 When Good Friday and/or Easter Monday occur during the Spring school holiday, ten-month (10) and eleven-month (11) employees shall be paid either one (1) or two (2) additional vacation days.

### **ARTICLE 17 - COMPASSIONATE LEAVE**

- 17.01 The Employer shall grant leave with pay for a period of up to five (5) days plus two (2) traveling days when there is a death in the employee's immediate family.

- 17.02 Upon production of receipts, the employer will reimburse the employee the cost of traveling ~~out~~ of Yellowknife for the purposes stated in Clause 17.01. The reimbursement shall not *exceed* the cost of bereavement return airfare to Edmonton.

### ARTICLE 18 - SICK LEAVE

#### 18.01 Advancement of Yearly Sick Leave

- (a) Each regular employee will be advanced their yearly sick leave of ~~two~~ (2) days per month, maximum ~~twenty~~ (20) days per year based on active employment on July 1.
- (b) An employee who works any ~~portion~~ of the year will ~~earn~~ that ~~proportion~~ of the leave in Clause 18.01(a).

- 18.02 Sick leave credits not used shall accumulate to the credit of the employee. ~~when~~ an employee is eligible for benefits under the Disability Insurance Plan, the employee shall stop collecting sick leave and no further sick leave or salary shall ~~be~~ paid.

- 18.03 Subject to (a), (b) and (c) 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) An employee who works for less than two (2) hours will be charged one day sick leave.
  - (b) An employee who works for at least two (2) hours will only be charged ½ day sick leave.
  - (c) An employee who works for at least five and one quarter (5.25) hours will not be charged sick leave.
- 18.04 When an employee is laid off the employee shall maintain the days of sick leave they had accumulated prior to lay off and shall continue to accumulate sick leave upon recall from lay off.
- 18.05 Any sick leave taken but not earned as stipulated in Clause 18.01 shall be recoverable from monies payable to the employee.
- 18.06 The Superintendent may advance additional days of sick leave from time to time up to a maximum of 20 days.
- 18.07 Sick leave credits may be used by the employee in the case of illness to a Dependent of an employee where the presence of the employee is required. The employment Insurance Regulations shall apply.
- 18.08 Application for periods of sick leave in excess of three consecutive days shall be accompanied by medical documentation signed by the employee's physician. Sick leave absences for periods less than three days may, at the discretion of the Superintendent, require

medical documentation signed by the employee's physician.

## **ARTICLE 19 -GENERAL LEAVE**

### **19.01 Leave to Appear as Witness or Juror**

An employee shall be allowed leave of absence without loss of salary and benefits when subpoenaed as a witness or to appear in a Court of Law. Any remuneration awarded by the Courts or as otherwise prescribed by law above the actual expenses shall be paid to the Employer up to the maximum of salary involved for the period of absence.

### **19.02 Injury-on-Duty Leave**

- (a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the employee's medical practitioner to a maximum of one (1) year for:
- (i) personal injury accidentally received in the performance of the employee's duties; or
  - (ii) sickness resulting from the nature of the employee's employment.
- (b) The employee agrees to pay the Employer any amount received by them for loss of wages in settlement of any claim they may have in respect

of such injury, or sickness, providing, however, that such amount does not stem from a personal disability policy for which the employee or the employees agent has paid the premium, to a maximum of one year.

19.03 Special Leave

Leaves of absences without loss of salary and benefits for a period of up to five (5) days shall be granted by the Superintendent in the event of illness to a Dependent of an employee where medical attention is required outside of Yellowknife through referral by a physician and the presence of the employee is required, provided medical documentation signed by the physician is provided to the Employer. An additional period of up to five (5) days of special leave may be granted with Employer approval. Such leave will not be unreasonably denied.

19.04 The Superintendent may grant leave of absence to an employee for periods not exceeding five (5) days. For periods in excess of five (5) days, permission of the Employer is required.

Such leaves fall into two categories:

a) Leave with pay:

Such leaves may include personal disaster, circumstances beyond an employee's control,

adoption of a child, paternity leave, matters related to education, and for participation in the Arctic Winter Games (trials and games), or any other nationally recognized sporting event.

b) Leave without pay:

Taking into consideration such factors as classroom disruption and the effect on the overall school program, leave may be granted for the purpose of pursuing other personal interests not related to education and for the purposes of Union business and holding Union office.

19.05 A regular employee will receive two (2) days Without loss of salary as paternity leave to attend with his spouse at the birth of their child. An employee may take such leave within two weeks of the date of birth.

19.06 A regular employee not taking a period of adoption leave will receive two (2) days Without loss of salary in order to receive the employees' adoptive child.

19.07 Casual Leave

Employees may be granted casual leave with pay to a maximum of two (2) hours for necessary appointments with a doctor, dentist, or lawyer during work hours, or for other purposes of a special or unusual nature. Such casual leave shall not be unreasonably denied.



19.08 Each employee shall be eligible for **two** (2) days leave in a period from September 1 of one year to August 31 of the following year, which may be taken at the employee's discretion, provided that adequate notice has been given to their supervisor. This leave shall be with salary and benefits; however, the employee shall be charged the casual rate for their position for the period of leave in accordance with Appendix "B".

Discretionary leave shall not be used to extend Christmas holidays, Spring school holidays, summer break or Statutory holidays except in exceptional circumstances as approved by the Superintendent.

Discretionary leave shall not be used on district professional development days except in exceptional circumstances as approved by the Superintendent.

## **ARTICLE 20 - DEFERRED SALARY LEAVE PLAN**

### 20.01 Description

- (a) The Deferred Salary Leave Plan has been developed to afford an eligible full-time employee the opportunity to finance a one (1) year leave of absence without compensation by deferring portions of his / her regular salary to finance the year of the leave. The Deferred Salary Leave Plan is referred to throughout the agreement as the 'Plan'.

- (b) The term of a leave of absence under the Plan shall be a twelve (12) month **school** or calendar year period. Under no circumstances shall any leave under the Plan exceed one (1) school or calendar year.
- (c) The term 'calendar year', shall mean the successive twelve (12) month period commencing January 1 and ending the following December 31.
- (d) The term 'deferred annual **salary** amount", shall mean the accumulated percentage amount of gross annual **salary** deferred by a participating employee during **each** non-leave year **of his /** her enrolment in the Plan, **but less those** deductions as specified in this Plan.

20.02 Eligibility

- (a) A full-time employee may be eligible to participate in the Plan, provided such **employee has** fulfilled all the conditions for any previously granted form of leave.
- (b) **Two** (2) employees **Will** be eligible to take a deferred leave of absence in any given school or calendar year.
- (c) Ten-Month (10) and Eleven-Month (11) employees, as defined in **21.01**, shall take a leave of absence for a **school** year.

- (d) Twelve-Month (12) employees, as defined in 21.01, shall take a leave of absence during a calendar year.

20.03 Application and Notification

- (a) An application by an eligible employee for the Plan shall be made in writing and must be submitted to the Superintendent ~~on~~ or before January 31 of the school year preceding the school year in which the eligible employee **wishes** to enter the Plan. The eligible employee shall set out the enrolment date in the Plan, the intended year of absence and may include the reasons for the request.
- (b) If there are more applicants for this leave than ~~can~~ be accommodated, the decision as to who should be recommended to the Board shall be made by a Committee to be called the Deferred Salary Leave Committee (hereinafter referred to as the 'Committee") and shall be comprised of:
- i) one (1) Representative; and
  - ii) the Superintendent.

The Deferred Salary Leave Committee shall establish priorities for selection prior to the selection of applicants; however, the following criteria shall form part of those priorities: seniority, previous applications, personal

interview, reasons, etc. The Committee shall forward a **list** of **recommended** applicants for the Employer's approval.

- (c) The final approval of the application by an eligible employee shall rest solely **with** the Employer. **If** the Employer gives its approval, the participation of the **eligible** employee in the Plan will become effective on the **first** day of the **following** school or calendar year.
- (d) The **Superintendent** shall, by April 15 of the **school** or calendar year preceding the **school** or calendar year in **which** the eligible employee wishes to enter the Plan, advise **such** employee in **writing** of the Employer's approval **or** non-approval of his / her application.
- (e) Before final approval for participation is granted by the Employer, the eligible employee must complete and sign **an** agreement **wherein** are set **the** terms and conditions of participation in the Plan. Such agreement shall be prepared by the Employer.
- (9) The agreement must be signed by the eligible employee and returned to the Superintendent by April 15 of the **school** or calendar year preceding the **school** or calendar year in which the eligible employee has been given approval to enter the Plan, **or** such employee shall be deemed to have withdrawn his / her application to participate.

20.04 Deferred Salary Formula

- a) During each school or calendar year prior to the leave of absence year, the participating employee, for a maximum of six (6) **school** years, will receive his / her gross annual salary less the percentage of gross annual salary the eligible employee and the Employer have agreed to defer as per the Deferred Salary Leave Plan agreement. This accumulated percentage of salary shall be retained for the employee by MRS **Trust** to finance the year of leave.
- b) The minimum Plan shall be a three / four year plan and the maximum will be a six / seven year plan. The possible combinations are **as** follows:
- i) Three (3) qualifying non-leave years, followed by one (1) year of deferred leave (3/4 year plan).
  - ii) Four (4) qualifying non-leave years, followed by one (1) year of deferred leave (4/5 year plan).
  - iii) Five (5) qualifying non-leave years, followed by one (1) year of deferred leave (5/6 year plan).
  - iv) Six (6) qualifying non-leave years, followed by one (1) year of deferred leave (6/7 year plan).

- c) The percentage of gross annual ~~salary~~ the participating employee and the Employer have agreed to defer may be amended once per school or calendar year. ~~Such~~ notice must be given to the Assistant Superintendent- Business thirty (30) days before the effective date of the amendment.
- d) The percentage of gross annual salary to be deferred in each year shall not exceed thirty percent (30%).

20.05 Income Tax

The amount of income tax to be deducted will be computed on the actual gross ~~salary~~ received by the participating employee during each of the calendar years he ~~she~~ is enrolled in the Plan. This will be subject to the Employer receiving a ruling to its satisfaction from Canada Revenue Agency that the Plan contemplated hereby is not unlawful and is acceptable to Canada Revenue Agency. Interest on deferred ~~salary~~ amounts is paid ~~out~~ each year. The participating employee will pay income tax on interest income received in the year it is received.

20.06 Administering the Deferred Salary

- a) The deferred salary amounts shall be placed in trust with MRS Trust in the employee's name and shall be administered by MRS Trust.

- b) In consideration of the administrative services performed by the Employer, the participating employee shall indemnify and save the Employer harmless against any expense, claim or liability ensuing out of or resulting from such services.

#### 20.07 Payment of Deferred Salary During Year of Leave

The monies to be paid during a participating employee's year of leave in accordance with Section 20.04 shall be paid by MRS Trust on a monthly basis.

A participating employee during the year of leave under the plan shall not accumulate nor be entitled to the following:

- a) Continuous service for salary increments; and
- b) statutory holidays, maternity, sick or any other leaves.

#### 20.08 Health and Welfare Benefits

- (a) While a participating employee is enrolled in the Plan, any applicable health and welfare benefits computed with reference to salary shall be structured according to full grid salary.
- (b) The Employer will continue paying its share of applicable health and welfare benefits for a

participating employee during the non-leave school or calendar years of the Plan.

- (c) The Employer will maintain applicable health and welfare benefit coverage for a participating employee during the year of leave under the **Plan**, provided **such** employee assumes the **full** responsibility of paying the total **costs for** said benefits save those required to be paid by the Employer, by law.
- (d) Housing allowance and transportation "travel assistance" allowance will **not be** paid to the participating employee during the year of leave.
- (e) **All** moving **costs** incurred in the year of leave shall be paid by **the participating employee**.

#### 20.09 Withdrawal

- (a) A participating employee **who** ceased to be employed **With** the Employer at any time during his / her **enrolment** in the **Plan** must withdraw from the **Plan**.
- (b) In the event a suitable replacement cannot be hired by March 15 in the **school** or calendar year preceding the **school** or calendar year **in which** the leave is scheduled to **be** taken, the Employer may delay **or** defer the year of the leave. The Employer **may** not, however, delay the year of leave **if** the employee has chosen a



six / seven year plan. Under no circumstances shall such delay or deferral of the year of the leave exceed one (1) school or calendar year and the participating employee must take his / her leave at the end of such time or withdraw from the Plan at that time.

- (c) A participating employee may not withdraw from the Plan without obtaining the written approval of the Employer. Such approval shall not be given **after March 15** in the school or calendar year preceding **the** school or calendar year in which the leave **is scheduled** to be taken and such approval may only be given where there are exceptional circumstances such **as** financial hardships.
- (d) In the event that the employee **withdraws** from the plan, the Employer **will** notify **MRS Trust of** said employee's withdrawal from the Plan and arrange for **a lump sum** adjustment equal to his / her deferred salary amount.
- (e) Should **a** participating employee die, the Employer shall, within ninety (90) days of written notification **to** the Employer **of** the death, arrange with **MRS Trust** for payment of the participating employee's estate subject to the Employer receiving necessary clearance and proofs normally required for payment to an estate.

20.10 Terms of Reference

- (a) A participating employee shall return to duty with the Employer for at least one (1) year after the school or calendar year of the leave.
- (b) Should a participating employee fail to report *for* duty without ~~reasonable~~ cause on the first day of school or calendar year following completion of the leave, ~~such~~ employee shall be deemed to have abandoned his / her employment with the Employer and the Employer may, without further notice to said employee, forthwith fill the position with someone other than the participating employee. The participating employee shall reimburse the Employer ~~for~~ all costs incurred in replacing the participating employee during the year of leave.
- (c) ~~Subject~~ to Section 20.10(a) and 20.10(b), on return from leave, effort will be made by the Superintendent to return the employee to the same position he or she vacated.
- (d) Subject to Sections 20.10(a) and 20.10(b), a participating employee, on return to ~~duty~~ following the leave, shall normally be reinstated at the same level of entitlement as that which existed prior to the commencement of the school or calendar year in which leave under the Plan was taken.

## ARTICLE 21 - HOURS OF WORK

<b>Work Year</b>	<b>Position</b>	<b>Daily Hours of Work</b>
12 Months	Maintenance Staff	8.0
12 Months	Receptionist	7.5
12 Months	Technology Technician	7.5
11 Months	Technology Coordinator	8.0
11 Months	School Secretary & Administrative Staff	7.5
11 Months	Library Technician	7.5
10 Months	Library Tech Aide	7.5
10 Months	Bridges Coordinator	7.5
10 Months	Classroom Assistant	7.0
10 Months	School Community Counselor	7.5
10 Months	Early Childhood Program Staff	7.0
10 Months	School Counselor	7.5

- 21.02 All employees shall be entitled to a rest period of fifteen (15) minutes, morning and afternoon.
- 21.03 French Monitors' work year, hours of work, salary and benefits are based on the agreement with the Council of Ministers of Education, Canada.

### ARTICLE 22 - OVERTIME

22.01 In this Article "overtime" means work performed by an employee in excess ~~or~~ outside of their regularly scheduled hours of work.

22.02 Subject to the operational requirements of the service, the Employer shall make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.

Except in the case of an emergency, no employee shall be required to work overtime.

22.03 M e n an employee is authorized in advance by the Employer to work beyond the employee's regular hours of work, such hours shall be considered as overtime and shall be paid for at one and one-half (1.5) times the hourly rate.

An employee who is authorized in advance by the Employer to work on a statutory paid holiday and Sundays shall be paid ~~twice~~ the hourly rate for the hours worked.

- 22.04** When an employee accumulates overtime hours, the employee has the option of being paid *out* for that overtime **or** taking time *off* in lieu to a maximum of five (5) days. If the Employee **chooses** the option of time off, approval must be **first** obtained from their supervisor. The **supervisor** will not unreasonably withhold *such* approval.
- 22.05** When an employee works less than their regular hours **of work**, overtime hours **may** be used to compensate for this rather than a deduction from salary.

### **ARTICLE 23 - PAY**

- 23.01** Employees are entitled to be paid for the job evaluation of the position to **which** they are appointed at **the** pay rates specified in the Appendices attached.

In order to convert hourly rates of pay to an annual salary, the following formula will be used:

Twelve-month (**12**) employees: Hours per day (per Article **21**) multiplied by weekdays per year multiplied by hourly rate *for* the employee's job evaluation in Appendix B;

Eleven-month (**11**) employees: Hours per day (per Article **21**) multiplied by (sum of weekdays as defined in Article 1.01 c) ii) plus statutory holidays outside the

School Year) multiplied by hourly rate for the employee's job evaluation in Appendix B;

Ten-month (10) employees: Hours per day (per Article 21) multiplied by (sum of weekdays in School Year plus statutory holidays outside School Year) multiplied by hourly rate for the employee's job evaluation in Appendix B.

**23.02** The annual salary for employees employed on a Twelvemonth basis will be divided into twelve (12) equal payments and will be paid one twelfth (1112) on the last day of each month.

The annual salary for employees employed on an Eleven-month basis will be divided into twelve (12) equal payments and will be paid one twelfth (1112) on the last day of each month during the period of August through May, inclusive, and will be paid two twelfths (2112) on the last day of June.

The annual salary for employees employed on a Ten-month basis will be divided into twelve (12) equal payments with the first payment on the last day in September and the balance of payments on the last day of each month during the period of October through May, inclusive, and will be paid three twelfths (3112) on the last day of June.

Employees will receive an advance of one half ( $\frac{1}{2}$ ) of their monthly net pay rounded down to the nearest dollar, on the fifteenth (15) of each month (except

September when the advance **shall** be made on September 7 for Eleven-month (11) and Ten-month (10) employees).. Said advance **will** be deducted from the following regular pay. If the last day or the fifteenth day of the month is a weekend, employees will be paid on ~~the~~ preceding Friday.

### 23.03 Acting Pay

- (a) When an employee is assigned by ~~the~~ Employer to **substantially** perform all of the duties of a higher classification level on an acting basis, the employee shall be paid acting pay calculated from the date on ~~which~~ the employee commenced to act as if the employee had been appointed to that higher job evaluation level for the period in ~~which~~ ~~the~~ employee acts.
  
- (b) When a day designated as a paid holiday occurs on a day ~~M e n~~ ~~the~~ employee would ~~otherwise~~ be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

23.04 When an employee is appointed to a new position, the employee shall be paid:

- (a) If the appointment constitutes a promotion, an increase in **salary** that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range.
- (b) If the appointment constitutes a transfer, at the rate nearest to but not less than the employee's former rate of pay.

23.05 Overpayment

- (a) Where an employee, through no fault of their own, has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of ~~the~~ Employer to recover ~~the~~ overpayment. Prior to said recovery, the Employer and employee shall ~~discuss~~ and devise an acceptable ~~recovery~~ schedule. The employee shall repay the overpayment in a ~~reasonable~~ time period.
- (b) If more than five (5) years have passed since the overpayment, there shall be no recovery of the overpayment.
- (c) At no time is more than 10% of the employee's gross pay to be recovered from any ~~one~~ pay cheque.



23.06 Conversion to Hay Plan

If an employee is reclassified on July 1, 2003 to a level with a lower rate of pay, the employee's rate of pay shall not change. The employee shall receive fifty percent (50%) of the general economic rate increases until the employee's rate of pay falls within the pay scale.

23.07 If an employee is reclassified after July 1, 2003 to a level which has a lower maximum rate of pay than the employee's current **classification**, the employee shall be paid **at** the step in the new level which is nearest to but not **less** than the employee's current rate of pay. If the Employee's current **rate of pay is** greater than the maximum rate of pay at the new level, the employee's rate of pay shall not change. The employee shall receive fifty percent (50%) of the general economic rate increases until the employee's rate of pay falls within the pay scale of the new level.

23.08 If an employee is reclassified to a level which has a higher maximum rate of pay than the employee's current classification, the employee shall be paid at the **step** in the new level which **is** nearest to but not less than the employee's current rate of pay.

## ARTICLE 24 - CALL-BACK PAY

- 24.01 When an employee is recalled to a place of work outside of regular working hours for a specific duty, the employee 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; or
  - (c) any number of call-outs between the hours of 6:01 am and 9:59 pm, within a continuous four (4) hour period of the initial call-out, will constitute one call-out. Any call-outs between the hours of 10:00 pm and 6:00 am will be treated as separate callouts.

## ARTICLE 25 - SHIFT PREMIUM

- 25.01 In the event that the Employer implements a system of shifts, the parties will meet for the purpose of negotiating a suitable shift premium. Should the parties be unable to agree on the amount of the shift premium, the matter may be referred by either party to arbitration for final determination.

## **ARTICLE 26 - STANDBY**

**26.01** When the Employer requires an employee to be available on standby during off-duty hours, the employee shall have the Employer's maintenance vehicle and the pager and shall be compensated at the rate of fourteen dollars (\$14.00) per day or eighteen dollars (\$18.00) per day for Saturdays, Sundays and holidays. Merely the employee on standby is required to check Employeroperated buildings during a period of standby, the employee will be eligible for two (2) hours of pay at the applicable overtime rate.

In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.

## **ARTICLE 27 - TECHNOLOGICAL CHANGE**

**27.01** The Employer agrees to provide at least 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 of employees or this Collective Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

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

## **ARTICLE 28 - EMPLOYEE SERVICE RECOGNITION**

**28.01** Appreciation **of** continuous employee **service** to Yellowknife Catholic Schools shall be honoured and recognized according to the following schedule:

5 Years	\$500
10 Years	\$1000
15 Years	\$1500
20 years	\$2000
25 Years	\$2500
30 Years	\$3000
35 Years	\$3500

Payment shall be made at the annual Yellowknife Catholic **Schools** Recognition and Appreciation Evening.

## **ARTICLE 29 - LAY-OFF AND RECALL**

**29.01** In the event of a lay-off or recall, seniority shall **be** the determining factor unless a senior employee **does** not possess the qualifications and skills **to** perform the required tasks.

29.02 Prior to a lay-off, the employee affected shall be given three (3) month's notice, in writing, of the effective date of their lay-off, or shall be granted pay in lieu thereof. Every employee subject to lay-off shall, during the employee's period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required.

29.03 In the event that operational requirements result in the layoff of an employee, the employee shall be eligible for the following:

- (a) Two (2) weeks pay per year for the first ten (10) complete years of continuous employment; and,
- (b) three (3) weeks pay per year for each year of continuous employment that exceeds ten (10) years.

However, in no case will the amount of pay for layoff exceed fifty-two (52) weeks.

29.04 The employee shall return to work within fourteen (14) working days of receipt of notice of recall, unless on reasonable grounds the employee is unable to do so. An accident, illness or inability to communicate shall be considered as reasonable grounds.

- 29.05 Employees who have been transferred or promoted and who are unable to adequately perform the duties of the new position shall, within ninety (90) days, be returned to the position held before the transfer or promotion or, by mutual consent of the employee and the Employer, to a position at an equivalent classification and pay level.

**ARTICLE 30 -EMPLOYEE PERFORMANCE REVIEW AND  
EMPLOYEE FILES**

- 30.01 When a formal employee performance evaluation is made, the employee concerned shall be given the opportunity to discuss, and then sign the evaluation 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 the employee's performance evaluation and may use the grievance procedure in Article 33 to correct any factual inaccuracies in his/her performance evaluation.

The person who completes an employee's performance evaluation must have observed the employee perform his / her duties.

- 30.02 Any document or written statement related to disciplinary action, which may have been placed in the personnel file of an employee, shall be destroyed after eighteen months (18) has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 30.03 Upon written request of an employee, the personnel file of that employee shall be made available for their examination at reasonable times in the presence of an authorized representative of the Employer.

### **ARTICLE 31 - JOB EVALUATION/ JOB DESCRIPTIONS**

- 31.01 Upon hire, transfer or upon written request, an employee shall be entitled to a complete and current Job Description of the employee's position, including the position's job evaluation.

- 31.02 (a) Where an employee believes that his/her position has been improperly evaluated he/she may file a written appeal with the Superintendent. The superintendent will forward the appeal to the Job Evaluation Appeal Committee (JEAC) to review the evaluation, giving the employee(s) and/or their representative the opportunity to be heard and to explain the reason(s) for the appeal. The JEAC will consist of two (2) Representatives (or, if the Union chooses, one Union Representative and one Representative) and two (2) employer representatives. All members of the JEAC must be trained in the use of the current Job Evaluation System. The JEAC may by unanimous decision determine that the position evaluation is proper or by unanimous decision determine that the position has been improperly evaluated and determine the proper evaluation of the position. This unanimous decision of the JEAC is binding until the Employer provides a substantially changed Job Description.



- (b) Should the Job Evaluation Appeal Committee be unable to reach a unanimous decision, the employee may withdraw the appeal or request in writing that the Superintendent refers the appeal to the Independent Job Evaluation Appeal Specialist (IJEAS) **who must** be trained in the use of the current Job Evaluation System. The IJEAS **shall** be chosen by *the* Employer and the Union. ~~Where~~ they fail to agree ~~on~~ the appointment of the IJEAS, the appointment shall be made by the Supreme Court of the **Northwest Territories** upon the request of **both** parties. The IJEAS shall **give** the employee and/or the employee's representative an opportunity to **be** heard and to explain the **reason(s)** for the appeal. The IJEAS may determine that the **position** evaluation is proper or the IJEAS may determine that the position has been improperly evaluated and determine the proper evaluation for the position. The decision ~~of~~ the IJEAS **is** binding until the Employer provides a substantially changed Job Description.
- (c) An employee may withdraw his / her appeal at any time during the process described in this Article.

- 31.03 If the Employer creates a new position, the Employer shall meet with the Union and advise the Union of the evaluation level for the position. If the Union does not agree with the evaluation, the Employer shall apply the evaluation level for the position, and the Union may refer the matter to the JEAC under Article 31.02(a). Such appeal shall be filed within sixty (60) days of the date of the meeting between the Employer and the Union.

### **ARTICLE 32 - CLASSIFICATION**

- 32.01 During the term of this Collective Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall, before applying the new or revised classification standard, negotiate with the Union the rates of pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

### **ARTICLE 33 - ADJUSTMENT OF DISPUTES**

- 33.01 A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee that cannot, in the

opinion of the employee, be resolved by the employee's immediate supervisor within a reasonable period of time, or between the Employer and the Union relating to the interpretation, application or administration of this Collective Agreement, or an allegation that this Collective Agreement has been violated. Matters of disciplinary action, suspension, dismissal and letters of discipline shall also be subject to the grievance procedure.

33.02 Except as otherwise provided in this Collective Agreement, a grievance shall be processed by recourse to the following steps:

- (a) First Level- Immediate Supervisor
- (b) Second Level - Superintendent
- (c) Third Level- Arbitration

33.03 An employee or the Union shall present a grievance at the first level of the grievance procedure within thirty (30) calendar days following the first occurrence of the event giving rise to the grievance.

33.04 The Employer shall reply in writing to an employee's grievance within five (5) working days at the first level and ten (10) working days at the second level.

33.05 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 employee, within fourteen (14) calendar days after that decision or settlement has been conveyed to the employee by the Employer; or
- (b) where the Employer has not conveyed a decision within the time prescribed in Clause 33.04, within fourteen (14) calendar days after the day the reply was due.

- 33.06 Where an employee has been represented by the Union in the presentation of the employee's grievance, the Employer will provide the appropriate Union Representative 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.
- 33.07 The Union shall have the right to initiate and present a grievance on any matter to any of the two (2) levels in the grievance procedure.
- 33.08 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the Union.
- 33.09 Within thirty (30) working days following the decision at the second level of the grievance procedure, either party shall notify the other party of its decision to submit the grievance to a single arbitrator for final determination.

33.10 If mutual agreement is not reached by the parties to choose a single arbitrator within ten (10) calendar days from the time that either party receives notification of a wish to proceed to arbitration, then the Federal Minister of Labour shall be asked to appoint said arbitrator. Both parties shall accept this appointment.

33.11 Power of the Arbitrator

- (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 Collective Agreement.
- (b) 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.
- (c) The award of the arbitrator shall be signed by ~~the~~ arbitrator and copies thereof shall be transmitted to the parties to the dispute.

33.12 The arbitrator shall not have the authority to alter or amend any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Collective Agreement, or to increase or decrease wages.

- 33.13 The Employer and the Union shall each pay one half ( $\frac{1}{2}$ ) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 33.14 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 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 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 a judgement or an order of that court and may be enforceable as such.
- 33.15 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a Representative or Union Representative in attendance.
- 33.16 When employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge in sufficient detail that the employee may defend one's self against it. The Employer shall give such notification at the time suspension or discharge is imposed.

### ARTICLE 34 - NO CONTRACTING OUT

- 34.01 There shall **be** no contracting *out of* bargaining unit work to the extent that it results in the lay-off, continuance of a lay-off or the reduction in the hours of work of any employee.

### ARTICLE 35 - SAFETY AND HEALTH

- 35.01 The Employer shall provide first aid kits in **all schools**. With the prior authorization of the Employer, employees taking first aid training and refresher courses shall **be** granted leave with pay for the duration of the course and the Employer will assume the cost of **such** courses.
- 35.02 A pregnant worker who furnishes to the Employer a medical certificate attesting her working conditions may be physically dangerous to her unborn child, **or** to herself by reason **of** her pregnancy, may request to be assigned to other duties involving no such danger for the duration **of** her pregnancy. **Such** a request shall be granted where possible by the Employer and the assignment shall be without **loss** of pay or benefits. **Where** the Employer **is unable** to assign the employee **to** other duties, the employee **will** be granted leave without pay or benefits. Benefits normally received may be continued until the commencement **of** maternity leave if **the** employee agrees to pay one hundred percent (100%) **of** the premium costs.

- 35.03 The Employer and Union recognize the rights of pregnant and nursing employees under the Canada Labour Code Part II.
- 35.04 The Employer and employees 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. A copy of the applicable health and safety legislation and regulations will be readily accessible to each employee in the workplace.

#### **ARTICLE 36 - MOVING ASSISTANCE**

- 36.01 Transportation charges equal to 90% of the total cost for furniture and personal belongings will be paid for by the Employer for employees coming to Yellowknife. The maximum weight will be 2,268 kg (5,000 pounds) for an employee without dependents; and 3628 kg (8,000 pounds) for an employee with dependents. An employee not remaining with the Employer for two (2) years shall be required to repay part of this special benefit prorated over two (2) years.
- 36.02 Employees, whose employment is terminated after working a minimum of two (2) years are eligible for relocation assistance. For an employee with dependents, the maximum allowable assistance is \$1,500 plus four hundred dollars (\$400) for each year of consecutive service with the employer. For an



employee without dependants, the maximum allowable assistance is \$1,125 plus three hundred (\$300) for each year of continuous service with the employer. The employee, to be eligible for assistance, must move from Yellowknife within one year from the date of termination. Claims under this clause must be supported by receipts.

### ARTICLE 37 - EDUCATIONAL ALLOWANCES

- 37.01** The Employer shall do what ~~is~~ reasonably practicable to increase the knowledge, training and skill of the regular employees, having due regard for their seniority, to enable them to apply for vacancies in higher or different job classifications within Yellowknife Catholic Schools.
- 37.02** The Employer will pay a maximum of four hundred dollars (\$400) per certified course or other courses as approved by the Superintendent. The employer will pay for a maximum of four courses per employee per year.
- 37.03** The Employer will pay one hundred percent (100%) of Administration initiated courses.
- 37.04** All employees taking Employer initiated courses shall be provided work time for training. The actual amount of time for training is to be determined by the District Administration in consultation with the employee.

## ARTICLE 38 - CIVIL LIABILITY

38.01 If an action or proceeding is brought against any employee or former employee covered by this Collective Agreement for an alleged tort committed by the employee in the performance of their duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall soonest advise their supervisor or superintendent 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, and/or;
- (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 provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of their 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.

- (e) If, upon adjudication of a matter arising out of this Article, there *is* a finding that the employee **was** not acting in the performance of their duties at the time **of** the alleged tort, then the employee shall be indebted to the Employer *for* an amount equal to the expenses incurred **on** the employee's behalf pursuant *to* this article. Prior to said **recovery** ~~the~~ Employer and employee shall **discuss** an acceptable recovery schedule. The employee shall repay said expenses in a reasonable **time** period.

### **ARTICLE 39 -VACANCIES, JOB POSTINGS, PROMOTIONS AND TRANSFERS**

- 39.01 **Every** vacancy for positions expected to be more than **six** (6) months' duration and every newly created position **shall** be brought to the employee's attention. Any employee shall have the opportunity of applying for the position.
- 39.02 **In** determining preference **for** vacant positions or transfers within ~~the~~ bargaining unit, where there are **two** or **more** applicants, the Employer **will** consider ~~the~~ skills, performance, qualifications and the seniority of the applicants. Where the applicants meet the skills,

performance and qualification standards, seniority shall be the determining factor.

#### **ARTICLE 40 - RETROACTIVE PAY**

- 40.01 The terms and conditions of this Collective Agreement will be effective in accordance with Clause 51.01.

#### **ARTICLE 41 - CREDIT FOR PREVIOUS EXPERIENCE**

- 41.01 Employees who have previously been employed with the Employer and are rehired to the same or similar classification within five (5) years of their previous employment with the Employer shall receive one hundred percent (100%) credit of the previous experience in the determination of their placement on the increment level of their appropriate wage scale.

#### **ARTICLE 42 - MATERNITY AND PARENTAL LEAVE**

- 42.01 An employee who has been continuously employed for at least six (6) months is entitled to maternity leave and/or parental leave.
- (a) A pregnant employee may take maternity leave of up to seventeen (17) weeks commencing at any time during the twelve (12) weeks immediately before the estimated delivery date.

(b) In the case of natural childbirth or adoption of a **child**, parental leave **of** up to thirty-seven (37) weeks may be taken **wholly** by either parent **or** may be divided between the father and the mother. Where both parent **s** are employed by the Employer, only one is entitled to receive this benefit at any time. Parental leave may be taken in **the** fifty-two (**52**) weeks after the child's birth **or** placement with the adoptive parents **or** by the mother immediately following maternity leave.

**42.02** Combined maternity and parental leave shall not exceed **fifty-two (52)** weeks.

**42.03** An employee **who** becomes pregnant shall apply in writing for maternity leave and parental leave not less than four (**4**) months before **the** expected date of confinement, unless it is medically required to begin maternity leave before the four (**4**) months' notice expires. In the application, the employee shall give their intention about returning to duty.

**42.04** Subject to article **42.03**, an employee **who** wishes to take parental leave shall apply in writing for such leave not less than four (**4**) months before beginning parental leave, unless **the** medical condition of the **birth** mother makes it impossible to comply with this requirement **or** the date of the child's placement with the adoptive parent **was** not foreseeable, in which case notice shall be given at the earliest opportunity. In the application, the employee shall give their intention about returning to duty.

42.05 Maternity leave and parental leave shall be without salary, allowances and benefits except as provided for in clause 42.06.

42.06 Notwithstanding Article 42.05, An employee who completes six (6) months of continuous employment and who provides the Employer with proof that the employee has applied for and is eligible to receive Employment Insurance ("EI") benefits shall be paid a maternity leave allowance. ~~Such~~ allowance shall be paid for a maximum of seventeen (17) weeks while the employee is an E.I. claimant and shall provide payments equivalent to eighty-five percent (85%) of the employee's normal rate of pay (when combined with E.I. benefits).

- (a) For approved maternity leave, the Employer agrees to provide its share of Health and Welfare premiums for the duration of the approved leave.
- (b) An applicant for maternity leave must sign an agreement that:
  - (i) the employee will return to work for at least five (5) months of the school year ~~or~~ such shorter period as mutually agreed upon between the Employer and the employee;
  - (ii) the employee will return to work on the date of the expiry ~~of~~ the maternity leave

unless the date is changed with the Employer's consent;

- (iii) should the employee fail to return to work as agreed, the employee shall reimburse the Employer for all monies paid pursuant to Article 42.06, including the above-mentioned premium costs but excluding the E.I. benefits, except if the failure to return to work is caused by the employee's death, disability or layoff.

**42.07** An employee who has applied for maternity leave will be required to provide the Employer, at the end of the seventh (7th) month of pregnancy, a medical certificate from her physician that her health will not be impaired by her continued employment.

**42.08** An applicant for parental leave must sign an agreement that:

- (a) the employee will return to work for at least five (5) months of the school year or such shorter period as the Employer agrees;
- (b) the employee will return to work on the date of the expiry of the parental leave unless the date is changed with the Employer's consent.

**42.09** An employee returning from maternity leave and, if applicable, parental leave may be required to pass a medical examination before returning to duty. If the return to duty is less than three (3) months from

termination of pregnancy, a medical examination and written approval from a medical physician to the Employer is necessary.

- 42.10 Maternity leave will not interrupt any continuity of service clause; however, if an employee is employed by the Board for one hundred and ten days (110) or more in a school year starting from her **first** work day in a school year, the employee will **be** granted an increment equivalent to one (1) years experience on return to duty.
- 42.11 Subject to Article 42.12, the Employer is under obligation to reassign the employee to work after the termination of the maternity leave **or** parental leave. Should a position for which the employee is qualified come open during the maternity leave or parental leave, the employee will have the right to apply for the position.
- 42.12 Failure of the employee on maternity leave **or** parental leave to return to work as agreed Will constitute resignation without any further obligation upon the Employer, and the employee will not be entitled to return to **work**, except if the failure to return to work is caused by the employee's disability.
- 42.13 The parties shall discuss any subsequent changes which occur to the labour Standards Acts **or** the Employment Insurance Act in regards to maternity leave or parental leave.



## ARTICLE 43 - HOUSING ALLOWANCE

- 43.01 A housing allowance of four hundred fifty dollars (**\$450**) per month will be paid **to** regular employees. For regular part-time and term employees the allowance **will** be pro-rated over ~~the~~ number of weeks worked.

## ARTICLE 44 - HEALTH AND WELFARE

- 44.01 The Employer shall make available an insurance plan which provides life, accidental death, dismemberment and long-term disability insurance. In the event of a change in plans, the new plan **will** contain benefits equal ~~to~~ or better than the current plan.
- The Employer shall pay **100%** of the premiums.
- 44.02 Participation in the insurance plan shall be a condition **of** continued employment for **all** employees.
- 44.03 When employees receive disability benefits from the insurance plan, no further **salary** and benefits shall be paid by the employer for the period of disability.
- 44.04 Vision care expense and the ~~cost~~ and replacement of hearing aids **is** covered by a plan which the Board pays one hundred percent (100%) of the premiums for employees electing to take this coverage.
- 44.05 The Employer **will** make available a dental plan equal to or better than the Alberta School Employees'

Benefit Plan and Will contribute one hundred percent (100%) of the premiums.

Participation in the plan shall be compulsory for all employees not already enrolled in a similar plan.

- 44.06 Surgical and medical expense is covered by a plan which the Employer pays one hundred percent (100%) of the premium for employees electing to take this coverage.
- 44.07 The Employer shall provide to each employee a booklet explaining the current health and welfare plans in existence.
- 44.08 (a) When an employee or dependent requires non-elective medical care not available in Yellowknife, the employer will pay equivalent return economy airfare to Edmonton when it is not paid by other agencies. Similar coverage Will be provided for an escort, if necessary. Medical referral and documentation from a physician shall be required.
- (b) In addition to the airfare, the employer shall provide reimbursement for meals, accommodation, ground transportation and other medical travel costs up to a maximum of four hundred dollars (\$400) for each occasion of medical travel. The employee shall be reimbursed for self and dependents in keeping with the travel expense and/or per diem expense policy of the employer.

- (c) For the purpose of the above paragraph, dental care shall not be considered as medical care unless the Employer otherwise approves a request where dental treatment is required and the necessary treatment cannot be provided in Yellowknife.
- 44.09 The Employer agrees that the Union shall be consulted on any proposed increases to benefits packages due to a **change in carriers**.
- 44.10 The Employer shall implement a program whereby an employee may purchase prescription drugs and charge the cost to the carrier of the plan.

#### **ARTICLE 45 - REGISTERED PENSION PLAN**

- 45.01 The Employer agrees to make a voluntary pension plan available to regular employees. Effective July 1, 2005, the Employer and each participating employee shall each make contributions to the plan in keeping with the following formula:
- (a) From \$0 up to Canada Pension Plan Basic Exemption— six point five percent (6.5%) of salary.
- (b) Amounts between Canada Pension Plan Basic Exemption and Canada Pension Plan Maximum

Annual Pensionable Earnings – four point eight percent (4.8%) of salary.

- (c) Amounts in excess of Canada Pension Plan Maximum Annual Pensionable Earnings – six point five percent (6.5%) of salary.

The contributions shall be made in addition to the required Canada Pension Plan contributions.

#### **ARTICLE 46 - PARKING**

- 46.01** A regular employee who arranges with the Employer to plug in their automobile at their workplace will be required to pay to the Employer a charge of twenty-five dollars (\$25.00) per month for the period of November 1 to March 31 of each year. Any employee wishing to use a plug-in for only a portion of this time period will be charged forty dollars (\$40.00) per month.
- 46.02** The provisions of Clause 46.01 will apply to regular part-time employees on a prorata basis.
- 46.03** Maintenance employees who are required to use their vehicles during working hours will not be required to pay the monthly plug-in charge for any month in which their vehicle is required to be used.

## **ARTICLE 47 - RESIGNATION**

- 47.01 An Employee resigning from the Employer shall give one (1) month notice in writing. An employee shall not be granted vacation leave after notice of resignation **has** been given.
- 47.02 Employees who do not give one (1) month notice of resignation **will not be** eligible for removal benefits, and the letter of resignation will be accepted with prejudice, unless mutually agreed to by the Superintendent and the employee.

## **ARTICLE 48 - OTHER ALLOWANCES**

### 48.01 Vehicle Allowance

The Employer shall designate those employees who are required to use their personal vehicle for Employer business on a regular basis. Those employees shall be paid a vehicle allowance as follows:

A ten-month (10) employee shall receive an allowance of **\$500**, payable in equal monthly installments over ten (10) months;

An eleven-month (11) employee **shall** receive an allowance of **\$550**, payable in equal monthly installments over eleven (11) months;

A twelve-month **(12)** employee shall receive an allowance of \$600, payable in equal monthly installments over twelve **(12)** months.

All other employees are prohibited from using their personal vehicle for Employer business.

48.02 Clothing Allowance

The employer will provide maintenance employees with safety clothing, footwear and equipment, and clothing identifying them as the Employer's employees, as required.

**ARTICLE 49 - PROFESSIONAL DEVELOPMENT**

49.01 A Professional Development Fund consisting of seven hundred dollars (\$700) per full-time employee ~~for~~ the period July 1, 2006 to June 30, 2009 shall be used for the professional development of the employee in order to continue to improve the quality and relevance of education to students in Yellowknife Catholic Schools.

Regular part time and term employees shall **have** this amount prorated. Employees **who** commence employment after July 1, 2006 **shall** have this amount prorated.

This seven hundred dollars (\$700) **will** be held in an individual account **for** each employee to **be used** for professional development. **If** there is any unused money left over in an employee's account on June 30,

2009, this amount will be carried over into that employee's account. Records will be maintained by the Employer. Employees will be given a report on *their* account balance annually.

Applications for Professional Development Funds will be submitted in writing to the employee's supervisor for approval. Approval will be provided in **writing**.

- 49.02 Any employee approved *for* Professional Development funding shall be automatically granted a maximum of **two** (2) days leave.
- 49.03 Any employee who has received funding from the Professional Development Fund shall submit a report and travel expense claim to his / her supervisor within **two** (2) weeks of return from Professional Development. In addition, the employee may be required to present a **workshop** regarding the Professional Development.

#### **ARTICLE 50 - JOINT CONSULTATION COMMITTEE**

- 50.01 Members of the bargaining committee agree to meet a minimum of **two** (2) times **per** year **to** discuss matters of mutual interest. The Joint Consultation Committee will develop terms of reference.

## ARTICLE 51 - DURATION AND RENEWAL

- 51.01 This Collective Agreement, constituting the entire Collective Agreement between the parties, supersedes and replaces all previous collective agreements between the parties and shall be effective from July 1, 2006 until June 30, 2009.
- 51.02 Notwithstanding the preceding, the provisions of this Collective Agreement, including the provisions for the adjustment of disputes in Article 33, shall remain in effect during the negotiations for its renewal and until a new Collective Agreement becomes effective.
- 51.03 Within four (4) months preceding the termination of this Collective 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. The parties agree that proposals outlining amendments sought by each respective party to this Collective Agreement will be forwarded to the other party well in advance of the first meeting between the parties.



## APPENDIX "A"

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The Employer and the Union agree that if it becomes necessary to create a level on the job evaluation grid with fewer Hay Points than Step A, the next step shall be Step **AA**, and shall consist of job evaluation positions evaluated at between **106** and **125** Hay Points. Step **AA** shall be calculated by taking the current Level **A6** (which on the grid effective July 1, 2004 was \$21.75) and reducing that amount by 5%, to create Level **AA6**.

Step **AA** shall have three levels, as well as a casual level. Level **AA5** shall be calculated by reducing **AA6** by 4%. Level **Ah4** shall be calculated by reducing Level **AA5** by 4%. The casual level shall be calculated by reducing Level **AA4** by 4%. Upon its creation. **Step AA** shall be included in Appendix B.

The Employer and the Union agree that if it becomes necessary to create a level on the job evaluation grid with more Hay Points than Step I, the next step shall be Step **J**, and shall consist of job evaluation positions evaluated at between **502** and **576** Hay Points. Step **J** shall be calculated by taking the current Level **I6** (which on the grid effective July 1, 2004 was \$38.72) and increasing that amount by 10%, to create Level **J6**.

Step **J** shall have **six** levels, as well as a casual level. Level **J5** shall be calculated by reducing Level **J6** by 4%. Level **J4** shall be calculated by reducing Level **J5** by 4%. Level **J3** shall be calculated by reducing Level **J4** by 4%. Level **J2** shall be calculated by reducing Level **J3** by 4%. Level **J1** shall be calculated by reducing Level **J2** by 4%. The casual level shall

be calculated by reducing Level J1 by 4%. Upon its creation, Step J shall be included in Appendix B.

Notwithstanding the conversion to the Hay Plan on July 1, 2003, the parties agree that the entitlement to an incremental increase on July 1, 2004 has already been satisfied by way of the incremental increases that the employees would have received on July 1, 2004. Accordingly, for the purposes of calculating retroactive pay there will be no additional incremental movement (e.g. step 2 to step 3 in Level G) on July 1, 2004.



**APPENDIX "B" - RATES OF PAY**

Effect

	<b>Hay Points</b>	<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Level A</b>	126-148	19.92					22.20	23.07
<b>Level B</b>	149-175	20.92					23.31	24.25
<b>Level C</b>	176-207	21.12			22.62	23.54	24.46	25.45
<b>Level D</b>	208-245	21.32		22.85	23.75	24.71	25.70	26.72
<b>Level E</b>	246-283	21.53	23.05	23.98	24.94	25.93	26.97	28.05
<b>Level F</b>	284-327	23.68	25.37	26.38	27.44	28.53	29.66	30.86
<b>Level G</b>	328-377	26.06	27.91	29.03	30.18	31.38	32.64	33.94
<b>Level H</b>	378-435	28.65	30.69	31.92	33.20	34.54	35.92	37.35
<b>Level I</b>	436-501	31.51	33.75	35.10	36.50	37.97	39.49	41.08

Effective July

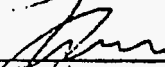
	Hay Points	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level A	126-148	19.92				22.09	22.98	23.88
Level B	149-175	20.92				23.19	24.13	25.10
Level C	176-207	21.12			23.41	24.36	25.32	26.34
Level D	208-245	21.32		23.65	24.58	25.57	26.60	27.66
Level E	246-283	21.53	23.86	24.82	25.81	26.84	27.91	29.03
Level F	284-327	23.68	26.26	27.30	28.40	29.53	30.70	31.94
Level G	328-377	26.06	28.89	30.05	31.24	32.48	33.78	35.13
Level H	378-435	28.65	31.76	33.04	34.36	35.75	37.18	38.66
Level I	436-501	31.51	34.93	36.33	37.78	39.30	40.87	42.52

Effective July 1, 2008


	Hay Points	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level A	126-148	19.92				22.97	23.90	24.84
Level B	149-175	20.92				24.12	25.10	26.10
Level C	176-207	21.12			24.35	25.33	26.33	27.39
Level D	208-245	21.32		24.60	25.56	26.59	27.66	28.77
Level E	246-283	21.53	24.81	25.81	26.84	27.91	29.03	30.19
Level F	284-327	23.68	27.31	28.39	29.54	30.71	31.93	33.22
Level G	328-377	26.06	30.05	31.25	32.49	33.78	35.13	36.54
Level H	378-435	28.65	33.03	34.36	35.73	37.18	38.67	40.21
Level I	436-501	31.51	36.33	37.78	39.29	40.87	42.50	44.22


Witnessed this 30<sup>th</sup> day of June, 2007


On behalf of the Union of  
Northern Workers


  
Chase H. Scock  
Negotiator

  
J. Jarvis  
Bargaining Team Member


  
Brenda MacLeod  
Bargaining Team Member


  
Wendy Marrai  
Bargaining Team Member

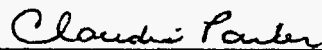
  
Ken Howie  
UNW Service Officer

  
Jean-Francois Des Lauriers  
Regional Executive  
Vice-President

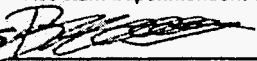
On behalf of the Yellowknife  
Catholic Schools

  
Brian Nagel  
Board Member

  
Larry Purcka  
Board Member

  
Claudia Parker  
Assistant Superintendent-Learning

  
Mike Huvenars  
Assistant Superintendent-Business

  
Barbara McKercher  
HR Officer

  
Glenn Tait  
Negotiator