

COLLECTIVE AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*

LOCAL 4731

AND



WOOD'S HOMES
SERVING CHILDREN AND THEIR FAMILIES

WOOD'S HOMES
NORTHWEST TERRITORIES

October 1, 2013 - September 30, 2018


copesepb
Canadian Office &
Professional Employees
Local #491

CUPE LOCAL 4731

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COLLECTIVE AGREEMENT

NORTHWEST TERRITORIES

2013

This document is a true and complete copy of all understandings reached between the representatives of Wood's Homes (Employer) and the Canadian Union of Public Employees, Local 4731 (Union) in negotiations.

The signatures of the negotiators, below, signify that they have read and understand this Collective Agreement and accept it as a full and accurate compilation of all items agreed to between them.

**SIGNED ON BEHALF OF
WOOD'S HOMES
NORTHWEST TERRITORIES**



**SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4731**



DATED: *February 18, 2014*

DATED: *February 18, 2014*

ARTICLE 1 - PURPOSE OF THE COLLECTIVE AGREEMENT

- 1.01 It is the intent and purpose of the parties hereto that this Collective Agreement shall, to the extent and in the manner specially provided for herein:
- a) to protect and continue to improve the interest of the employees and the Employer;
 - b) provide for the prompt and equitable adjustment of differences which may arise between employees, the Union and the Employer, without stoppage of work or refusal to perform work during the life of a Collective Agreement;
 - c) ensure harmonious, efficient, safe and uninterrupted operation of the Employer's facilities.
- 1.02 It is recognized by this Collective Agreement to be the responsibility of the employees, the Union and the Employer to cooperate fully, individually and collectively, for the advancement of said purposes.
- 1.03 In the event of discrepancy between this Agreement and the minimums protected by the Canada Labour Code, the Code governs.

ARTICLE 2 - DEFINITIONS

- 2.01 In this Collective Agreement, unless the context otherwise requires:
- a) **"Employer"** means Wood's Homes or its designate(s).
 - b) **"Code"** means the Canada Labour Code, S.A. currently in force and effect.
 - c) **"Day"** Unless otherwise specifically stated, the word "day" used in this Collective Agreement shall mean "workday" as defined in q) below.
 - d) **"Employee"** means a member of the staff of Wood's Homes, NWT, occupying an established position in a classification listed in Schedule "A", Salary Schedule, attached to and forming part of this Collective Agreement, except persons employed in positions or classes of positions which are excluded from this Agreement under the provisions of Article 4, "Union Recognition" of this Agreement.
 - e) **"Employee - Permanent"** means an employee who occupies a permanently established position and has successfully completed a probationary period.
 - f) **"Employee - Permanent Full-Time"** is an employee filling a permanent position and who normally works the full number of hours in a year.

- g) **"Employee – Permanent Part-Time"** is an employee filling a permanent position who works less than the full number of hours in a day or week, or less than the full number of days in a week or month.
- h) **"Employee – Probationary"** means an employee who occupies an established permanent position for a probationary period as set out in Article 13, "Seniority, Probation and Lay-off", of this Collective Agreement.
- i) **"Employee - Temporary"** is a person who is required to work continuously in a position which is established for a limited period of not more than twelve (12) months duration either on a full time or part-time basis as defined in paragraphs f) and g) above respectively. By mutual agreement of the Union and the Employer, such temporary positions may be renewed for an additional twelve months.
- j) **"Local"** means The Canadian Union of Public Employees, Local 4731.
- k) **"Maximum Salary"** means:
 - i) the highest salary of the pay range assigned to a classification; or,
 - ii) the job rate where no pay range has been assigned to a classification.
- l) **"Minimum salary"** means the lowest salary of the pay range assigned to a classification.
- m) **"Month"** means calendar month.
- n) **"Permanent Position"** means a position, the duties of which are in a continuing nature of indefinite extent.
- o) **"Union"** shall mean The Canadian Union of Public Employees - Local 4731 or its successor.
- p) **"Vacation Leave"** means annual vacation leave with pay granted to an employee.
- q) **"Work Day"** means any day on which an employee is normally expected to be on duty at their place of employment.
- r) **"Work Unit"** means a group of bargaining-unit positions whose incumbents are functionally responsible to a Director.
- s) A word used in the singular may also apply in the plural.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the work forces, subject to the terms of this Collective Agreement.
- 3.02 All matters not specifically covered by the provisions of this Collective Agreement will be dealt with at the sole discretion of the Employer.

ARTICLE 4 - UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for the hours, salaries and other conditions of employment for all employees of Wood's Homes working at 22 Poppy Crescent, Fort Smith, Northwest Territories, excluding the Team Leader, those above rank of Team Leader and those employed on a casual basis.
- 4.02 The Employer shall not recognize any employee or group of employees as representing the Union, nor shall the Employer enter into any separate agreement(s) with an employee, a group of Employees or a Union Steward which compromises the terms or conditions of employment contained in this Agreement without the prior written approval of the Union.
- 4.03 The Employer agrees that a Union Steward will be scheduled for up to 30 minutes to acquaint new employees with the Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 There shall be no discrimination intimidation, interference, restraint, harassment, coercion or attempted coercion by or on behalf of the Employer or the Union, its members or agents with respect to any employee because of membership or non-membership in the Union or because of race, creed, color, national origin, age, sex, sexual orientation, religion, abilities or political affiliation.

ARTICLE 6 - CORRESPONDENCE

- 6.01 All correspondence between the parties, arising out of or incidental to this Collective Agreement shall pass to and from the Designated Director responsible for Labour Relations, of the Employer and the designated official of the Union.

ARTICLE 7 – APPLICATION

- 7.01 This Collective Agreement is fully applicable to all Permanent Employees, and on a pro-rata basis, to Part-Time Employees.
- 7.02 The following provisions apply to Temporary Employees;
- Articles 1 through 12 inclusive
 - Article 13 excluding 13.05, 13.06, 13.08
 - Article 14
 - Article 16.01, 16.02, 16.03, 16.05, 16.06
 - Article 18
 - Article 19
 - Article 21
 - Article 22
 - Article 24
 - Article 26 through 31 inclusive

ARTICLE 8 – UNION DUES DEDUCTION

- 8.01 After the signing of this Agreement existing employees who are or who become Union Members shall remain Union Members in good standing; new employees shall as a condition of employment become members within thirty (30) days of commencing employment and shall remain members in good standing.
- 8.02 All employees covered by this Collective Agreement shall be subject to deduction of Union Dues from pay, as authorized by Local 4731's By-Laws. Initiation fees and assessments will be deducted upon Union request.
- 8.03 Union dues deductions shall be made from each payroll and sent to the National Secretary-Treasurer's Office in Ottawa, together with a list of employees showing the deductions made, no later than the fifteenth (15th) day of the next month. A copy of the list will be sent to the Local Secretary-Treasurer at the same time.
- 8.04 The amount of Union dues paid by each employee in the previous year will be shown on the employee's Tax T-4 slip.
- 8.05 On request of a Local 4731 executive member, the Employer will provide a list in electronic format of the home address and phone number for each employee in the bargaining unit for the purpose of the Union fulfilling its role as the exclusive bargaining agent.

ARTICLE 9 - EMPLOYER-UNION RELATIONS

- 9.01 The Employer will grant Union representatives access to its premises when negotiating new or amended Collective Agreements in accordance with the Code or when participating in committees with Employer representatives or when investigating a grievance for the purpose of meeting with the grievor or their immediate supervisor provided that, in the latter instance, prior approval has been obtained through the Designated Director responsible for Labour Relations. Additional access to the Employer's premises may be granted for such purposes as are approved in advance by the Designated Director responsible for Labour Relations. The foregoing approval shall not be unreasonably denied.
- 9.02 The Employer will provide the Union with a list of current Employer designates with whom it may arrange employee appointments for the purpose of investigating grievances in accordance with the Grievance Procedure set out in Article 11 of this Collective Agreement. Similarly, the Union shall provide the Employer with a current list of Union representatives for the unit.
- 9.03 The Employer acknowledges the right of the employees to elect an employee in the bargaining unit as a Union Steward and recognizes the Union Steward so elected as an official worksite representative of the Union.
- 9.04 Time off, without loss of regular earnings, will be provided a Union Steward for time spent in attending a disciplinary interview and, pursuant to Article 11, Clause 11.09, to a Union Representative and a complainant for time spent investigating a complaint and a Union Representative and the aggrieved for the time spent in discussing written grievances.
- 9.05 The Employer will allow time off for two (2) employees to serve as permanent members of the Union Local Collective Bargaining Committee. One employee will be the President or Wood's Site Vice President of Local 4731. The Employer will hold whole the pay of an employee so acting for time spent meeting with representatives of the Employer during formal negotiations of the Collective Agreement for the full time that such talks are progressing well and in good faith and shall bill the Union for reimbursement for half (1/2) of the pay of such employees for hours spent in the collective bargaining activities set out in this Clause 9.05 that are performed at a time that would otherwise form part of their assigned work schedule;
- 9.06 Pursuant To Clause 9.01, the Employer shall provide Union Local representatives with appropriate office accommodation as required for the purposes of meeting with employees to investigate grievances or when participating in collective bargaining or Employer/Union committee activities.

ARTICLE 10 - DISCIPLINARY ACTION

- 10.01 When an employee is given a written reprimand, suspension or is terminated the employee shall be informed in writing as to the reason(s) for such disciplinary action. A copy of the disciplinary correspondence concerning the matter in question will be forwarded to the Union.
- 10.02 The employee shall be given notice of any disciplinary interview and shall have the right to have a Union representative present at a disciplinary interview.
- 10.03 An employee who has been subjected to disciplinary action may, after continuous service of eighteen (18) months from the date the disciplinary action was invoked and, in any case, after a minimum of twelve (12) months continuous service after the resolution of a grievance, request that their personnel file be purged of any record of the disciplinary action. Such request will be granted providing:
- a) the employee's file does not contain any further record of disciplinary action, and
 - b) the disciplinary action is not the subject of an unresolved grievance.
- 10.04 An employee shall have the right at any time to review their personnel file, exclusive of employment reference checks, on the following conditions:
- a) that a time is scheduled;
 - b) that they be accompanied by a member of the management team;
 - c) that they have the right to respond in writing to any document contained in the file and the response will become part of the permanent record.
- 10.05 When an employee has grieved a disciplinary action and the Employer representative has either allowed the grievance or reduced the disciplinary action levied against the grievor, the personnel file of the grievor will be amended to reflect this action by removing the previous items(s) and replacing them with the changed item(s) provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to arbitration, the award of the Arbitration Board shall be final and binding upon the Employer, the Union and the employee and the personnel file of the employee shall be amended to reflect that award by removing the previous items(s) and replacing them with the Arbitration Board award.
- 10.06 Use of demotion as a disciplinary measure shall be subject to the grievance procedure.

ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION

11.01 In this Article:

- a) **"Working Days"** means the days on which the Employer's Administration offices are open for the transaction of business.
- b) **"Designated Officer"** means the official Employer representative as set out in Clause 9.02 of this Agreement.
- c) **"Grievance"** is defined as a complaint regarding the application or alleged violation of this Collective Agreement.
- d) **"Group Grievance"** is a grievance initiated by more than one (1) employee providing that all employees party to the Group Grievance are grieving the identical issue and have signed the initial grievance form.
- e) **"Policy Grievance"** is a difference between the Union and the Employer whereby the one party seeks to enforce an obligation that is alleged to have been accepted by the other party in signing this Collective Agreement and that the obligation, if any, is not the subject of an Employee Grievance or a Group Grievance.

11.02 INTRODUCTION

When a grievance arises it shall be dealt with in the following manner:

- a) The employee(s) should first seek resolution of the alleged grievance through discussion with their immediate supervisor; if that discussion fails to resolve the problem a grievance may then be filed.
- b) All grievances shall be submitted in writing clearly stating;
 - i) the nature of the grievance and the circumstances from which it arose; including the Article(s) alleged to be breached;
 - ii) the remedy or correction requested;
- c) All replies to grievances from Designated Officers shall be in writing and shall contain the reason(s) for acceptance or denial of the grievance.
- d) Group grievances shall be processed through the Grievance Procedure under the same conditions as apply to the treatment of individual employee grievances.

11.03 **TIME LIMITS**

- a) When the aggrieved employee(s) or the Union fails to process a grievance within the time limits specified in this Article, the grievance shall be deemed to have been abandoned, unless an extension is granted as per 11.03 d).
- b) When the Designated Officer receiving the grievance fails to process the grievance within the specified time limits, the aggrieved employee shall automatically be eligible to advance the grievance to the next level.
- c) A grievance or a reply shall be dated the date it was delivered.
- d) The time limits between levels or the time limits to initially file a grievance may be extended by mutual written agreement of the Employer and the Union.

11.04 **GRIEVANCE PROCEDURE STRUCTURE**

LEVEL 1

- a) A grievor must submit their grievance in writing to their immediate supervisor at Level 1 within ten (10) working days of the date they had the first reasonable opportunity of knowing that a grievance had allegedly occurred.
- b) The immediate supervisor shall meet with those concerned within five (5) working days of receipt of the grievance and shall submit a reply to the grievance within three (3) working days of this meeting.

LEVEL 2

- a) If a settlement of the grievance is not reached at Level 1, the Union may forward same to the Manager or Director as appropriate at Level 2 within five (5) working days of the receipt of the response at Level 1, along with rationale for proceeding to Level 2.
- b) The Manager or Director as appropriate at Level 2 shall meet with those concerned within five (5) working days of receipt of the grievance and shall submit a reply to the Union within five (5) working days of this meeting.

LEVEL 3

- a) If a settlement of the grievance is not reached at Level 2, it may be forwarded to the Designated Director responsible for Labour Relations (Level 3) providing that the same conditions in Level 2 are met.

- b) The Designated Director responsible for Labour Relations (Level 3) shall meet the same conditions set for the consideration of and the response to the grievance as set out in Level 2.
- c) A decision on a grievance at Level 3 regarding the termination of a Probationary Employee shall be final and binding.

LEVEL 4 - MEDIATION

The Employer and the Union agree to consider "Grievance Mediation" as an alternative disputes resolution process for those issues that may be referred to an Arbitration hearing. Grievance Mediation would only be entered into by mutual consent and the parties agree that, unless mutually agreed, the results of such mediation are not binding; nor do they preclude continuing with the Arbitration process.

LEVEL 5 - ARBITRATION:

- a) If a settlement is not reached at Level 3 and the grievance is one eligible for consideration by an Arbitration Board, it may be so submitted providing that:
 - i) the Union notifies the Employer of its intent to submit this grievance to Level 5, or Level 4 as mutually agreed, of the Grievance Procedure within ten (10) working days of receipt by the Union of the written decision of the Director responsible for Labour Relations at Level 3 and this shall constitute a preliminary notice, and
 - ii) within twenty (20) days of the preliminary notice referred to in sub-paragraph i) above, the Union shall formally advise the Employer of its intent to proceed to arbitration.
- b) The Employer shall reply to the Union's formal notice within fifteen (15) working days of its delivery.
- c) The Employer and the Union shall by mutual agreement appoint a single arbitrator who shall constitute the Arbitration Board.
- d) If the parties fail to agree on a mutually acceptable Chairperson within the prescribed timelines, a Chairperson shall be appointed in accordance with the applicable provisions of the Code.
- e) The Employer and the Union shall share equally the total costs of the Arbitration Board.

- f) The Employer shall grant the aggrieved employee leave of absence with pay for the purpose of attending the Board hearing of their grievance.
- g) The Employer shall grant leave of absence with pay to attend the Board hearing for witnesses who are employees of the Employer and who are acting on behalf of the grievor.
- h) The expenses of necessary witnesses called by the Chairperson of the Arbitration Board shall be shared equally by the Employer and the Union.

11.05 **POWERS OF THE ARBITRATION BOARD**

- a) The Arbitration Board shall neither add to, detract from nor modify the language of the Collective Agreement.
- b) The Board shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not so submitted to it.
- c) Where disciplinary action against an employee is involved, the Arbitration Board may vary the penalty as the Board considers fair and reasonable.

11.06 **ARBITRATION BOARD PROCEDURES**

- a) Upon receipt of the grievance the Chairperson shall, in consultation with the Union and the Employer, expeditiously convene a Board.
- b) Where a grievance is heard by a three (3) member Board, the decision of the majority of the members is the award of the Board, but if there is no majority, a decision of the Chairperson governs and is the award of the Arbitration Board.
- c) The Chairperson shall submit a written report on the findings and the decision of the Board to the Employer and the Union within 60 days of completing the hearing.

11.07 **DECISION OF THE BOARD**

The decision of the Arbitration Board shall be final and binding on the Employer, the Union and on all employees affected by the Collective Agreement.

11.08 **VARIANCE FROM NORMAL GRIEVANCE PROCEDURE**

- a) A grievance may be initially advanced beyond Level 1 to Level(s) 2 or 3 by mutual written agreement of the Employer and the Union.
- b) A grievance arising from the suspension or dismissal of an employee shall be presented initially at Level 3 of the Grievance Procedure except that:
 - i) in a case of an employee who has successfully completed a probationary period, the Employer will meet with those concerned and then may agree with the Union in writing that the grievance may be presented at Level 4 or 5, and;
 - ii) in a case of a probationary employee, the Employer and the Union may mutually agree in writing that the grievance shall be presented at Level 1 or 2.
- c) i) when it is decided that a grievance will be heard initially at Level 3, a submission to the Designated Officer at Level 3 must be made by the Union within five (5) working days of receipt of the written notification notifying of suspension or dismissal;
- ii) notification of submission to Level 4 or 5 must be made to the Employer within five (5) working days of the date of delivery of the Employer's approval to proceed directly to Arbitration.
- d) When a grievance is heard initially at Level 3 and the Union is not satisfied with the settlement, it may be submitted to Level 4 or 5, providing:
 - i) such submission is made within five (5) working days of receipt of the written decision of the Designated Officer at Level 3; and
 - ii) the Union notifies the Employer of its intent to submit the grievance to Level 4 or 5 of the Grievance Procedure within ten (10) working days of receipt of the written decision of the Designated Officer at Level 3 and this shall constitute a preliminary notice. Within twenty (20) days of the preliminary notice, the Union shall formally advise the Employer of its intent to proceed to arbitration.

11.09 **MEETINGS DURING GRIEVANCE PROCEDURE**

- a) A Union representative shall not leave work to discuss a grievance with representatives of the employing department or an aggrieved employee during working hours without first obtaining permission from their immediate supervisor to do so.

- b) An aggrieved employee who wishes to discuss their grievance with representatives of the employing department at any level of the grievance procedure shall obtain the permission of their immediate supervisor before leaving work for this purpose and shall report back to same before resuming normal duties.
- c) An authorized Union representative shall not enter a place of work to discuss a grievance with an employee or employees without first obtaining permission from the Designated Director responsible for Labour Relations.
- d) In all cases, time off work by aggrieved employees and Union representative to investigate and discuss complaints or grievances shall be confined within reasonable limits and, whenever possible, such meetings should be scheduled at other than working hours.

ARTICLE 12 - HOURS OF WORK

12.01 The hours of work for employees covered by this Collective Agreement shall be:

- a) Eight (8) hours per day and forty (40) hours per week for all full-time employees, and not withstanding Article 12.07;
- b) The equivalent of a) above on a monthly or quarterly basis or on a pro-rata basis for part-time employment. The normal number of hours is stated solely for the purpose of computing overtime and shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours to be worked;
- c) No employee shall be scheduled to work less than, six (6) consecutive hours for "full-time" or three (3) consecutive hours for "part-time" nor more than eight (8) hours. Where the Employer wishes to schedule in excess of eight (8) hours per day for employees on a regular basis, the employee shall be paid overtime for each hour in excess of the eight (8) hours per day except as provided under Article 12.07. Where the Employer wishes to schedule less than six (6) (full-time) or (3) (part-time) hours the employee shall receive no less than the applicable minimum hours stated herein at their regular rate of pay.

12.02 An employee shall be at work and ready to assume their duties at the commencement of their scheduled working period.

12.03 Scheduled shifts will include a one-half (1/2) hour paid lunch period.

- 12.04 a) All employees shall be permitted a fifteen (15) minute paid rest period in the first half of a shift and a fifteen (15) minute paid rest period in the second half of a shift.
- b) An employee may not absent himself from his place of work during such rest periods.
- 12.05 Work schedules for all employees on shift work will be posted quarterly at least fifteen days prior to the commencement of the schedule. An individual employee's regular work schedule may be changed by the Employer provided that forty-eight (48) hours' notice is given.
- 12.06 a) Failure to provide at least ten (10) hours rest between shifts which are being changed shall result in the payment of overtime at one and one-half (1 1/2) times the regular rate of pay for any hours worked during such rest period. Shift changes requested by employees and approved by the Employer that do not provide ten (10) or more hours between work periods will not qualify for the payment of overtime as set out above.
- b) Where an employee has been scheduled for a shift, which is cancelled without twenty-four (24) hours notice, they will receive three (3) hours pay.

12.07 **Altered Work Week**

Alternative work schedules may be established to accommodate special program or operational needs that do not comply with the above provisions, provided that they are mutually agreed to by the Union and Employer, in writing, and the revised schedule is attached to this Agreement.

- a) Such agreements shall specify effective dates, notice provisions for amendment or termination, and the positions covered, or positions specifically excluded.
- b) Such agreements and any subsequent renewal period shall remain in effect for at least six (6) months.
- c) Proposal for alternative work schedules may be initiated by the Employer or the employees, through the Union. Proposals should be submitted to the Union at least sixty (60) days prior to the proposed implementation date. Acceptance of proposals will not be unreasonably denied by either party. A grievance on this issue may not be submitted to Level 4 or Level 5 of the grievance procedure.
- d) Overtime compensation and entitlements such as vacations, paid holidays, sick leave and other benefits shall be adjusted in a fashion consistent with the alteration of the work week so as to not increase eligibility for overtime compensation or entitlement to any other benefit or provision of this agreement.

12.08 **Flexible Work Schedule**

With written approval of the Employer specified groups/employee(s) shall have the ability to schedule their own hours of work under the following conditions:

- a) the needs of the program and clients will be of primary consideration in the scheduling of individual work hours;
- b) hours of work shall be forty (40) hours per week averaged over a 4 week period to a total of 160 hours;
- c) employees shall have two (2) designated consecutive days off in any seven (7) day period. (By mutual agreement between the Employee and Employer days off can be split);
- d) employees shall work no more than a maximum of twelve (12) hours on any given day.

Overtime - (Article 13) shall apply when:

- a) the Employer requires an Employee to work more than twelve (12) hours in a day;
- b) the Employer requires and Employee to work on their designated day off;
- c) the total hours of work exceed 160 hours over a four (4) week period.

There will be no pyramiding of overtime hours.

ARTICLE 13 – OVERTIME AND CALL OUT

13.01 Employees covered by this Collective Agreement may be required to work hours beyond regularly scheduled hours to overcome abnormal conditions, to attend essential staff meetings, or to meet unexpected situations. Such overtime shall be authorized by the Employer.

13.02 An employee who has been authorized to work overtime shall be compensated as follows:

- a) all hours worked in excess of the regular normal hours of work per day or per week shall be paid at time and one-half (1 ½) the regular hourly rate;
 - i) All time worked in excess of 14 hours in any one day shall be paid at double time (2X) the regular hourly rate.

- b) work performed on an employee's scheduled days of rest shall be paid for at time and one-half (1 ½) the regular hourly rate.
 - i) All time worked in excess of regular daily hours on a scheduled day of rest will be paid at double time (2X) the regular hourly rate.
 - c) when an employee works on a required double shift and does not receive a ten (10) hour rest period prior to the employee's next scheduled shift, the employee will not work that shift and will be compensated at one half (½) of the employee's regular shift hours.
- 13.03 Employees shall be allowed not less than ten (10) hours off duty between work periods except in the case of overtime work or as otherwise mutually agreed.
- 13.04 The regular hourly rate shall be determined by dividing the employee's regular annual salary by 2080 hours for the purpose of computing overtime.
- 13.05 Overtime pay shall be calculated from the annual salary rate in effect at the time the overtime is worked regardless of any subsequent retroactive change in that rate.
- 13.06 Compensatory time off with pay in lieu of a cash settlement may be claimed by the employee. However, the request for time off in lieu of cash must be made at the time of working the overtime and shall be taken at a mutually agreeable time within the next six (6) months from the time the overtime was worked. If time off is not requested as above the Employer will make a cash settlement for all overtime worked on the next pay period.
- 13.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 13.08 Part-time employees working less than the normal hours per day of full-time employment and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked up to the normal hours worked by full-time employees in the working day, after which the overtime provisions of Clause 13.02, paragraph a) shall apply.
- 13.09 a) An employee called to work from their home due to some emergency work situation, shall be compensated at one and one-half (1½) times their normal rate of pay for the call out hours worked with a minimum guarantee of three (3) hours pay at the overtime rate.

- b) An employee who is contacted by a manager, supervisor or their designate while off duty to provide telephone consultation to on-duty Woods Homes' employees, shall be compensated a minimum of one quarter (1/4) hour at their normal rate of pay for each incident or actual time spent on the telephone whichever is greater.
- 13.10
- a) An employee designated by the Employer to be immediately available to return to work or to be available for telephone consultation during a period in which they are not on regular duty, shall be paid the amount of one-half (1/2) hour's pay at their regular rate for each four (4) hours on standby or major portion thereof.
 - b) An employee, on standby, who is unable to report to work when required, shall receive no compensation for the normal standby period.
 - c) An employee called to work during a period in which they are required to be on standby, shall be compensated for the standby period in addition to their compensation entitlement under Clause 13.09.
- 13.11 Irrespective of regular or altered work week employees taking part in outside structured trips that extend 24 hours and beyond (such as camping or out of region home/community visits) shall be compensated at sixteen (16) hours pay or compensatory time off with pay at the regular rate.

When an outside structured trip extends past 4 days (96 hours) the employee will be scheduled off the first two (2) days preceding and following the trip. In the event this cannot be accommodated, staff will be compensated at one and half times (1½ X) their regular hourly rate for any hours worked in this 2 day pre and post time period.

For all hours outside normal shifts, such assignments shall be strictly voluntary.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following shall be defined as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	NT Aboriginal Day
Christmas/New Year's/Floater	

- 14.02 a) An employee is not entitled to holiday pay if the employee:
- i) has worked for the Employer for less than thirty (30) days during the preceding twelve (12) months;
 - ii) does not work on a paid holiday when they are required or scheduled to do so; or
 - iii) is absent from their employment without the consent of the Employer on their regular working day immediately preceding or following a paid holiday.
- b) Part-time employees will be compensated only for paid holidays that fall on days on which they would otherwise be required to work.
- 14.03 When a day designated as a paid holiday under Clause 14.01 falls during an employee's workweek and the employee is not required to work, the employee shall be granted (8 hours) holiday leave on that day.
- 14.04 When a day designated as a paid holiday under Clause 14.01 falls on an employee's regularly scheduled day of rest, and the employee is not required to work, the employee shall be granted holiday leave on the day observed as the paid holiday.
- 14.05 Notwithstanding Clauses 14.03 and 14.04, an employee employed in a continuous operation whose regularly scheduled day off falls on an observed holiday shall receive another day (8 hours) off in lieu at their regular salary rate.
- 14.06 When an employee works on a day observed as a paid holiday in the continuous operation, which does not shut down for the paid holiday, or where an employee is required to work on the day observed by the Employer as a paid holiday, the employee shall receive;
- a) pay at one and one-half (1½) their regular rate of pay for the hours worked, and
 - b) eight (8) hours off in lieu with pay at their regular rate of pay.
- 14.07 When a day off in lieu is granted under Clause 14.06, paragraph b) above, employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the employee and the Employer within the next three (3) months or paid out in cash at the expiration of three (3) months. Employees employed in continuous operation shall have the opportunity to elect to have the lieu day off scheduled in conjunction with their regularly scheduled day of rest, or subject to Clause 14.08 below, to take these days off in conjunction with their next annual vacation. Once scheduled, the lieu days off shall not be re-scheduled except by mutual agreement.

- 14.08 An employee in continuous operations exercising an election under Clause 14.07 above shall advise the Employer of their choice of election for the following quarter, at least seven (7) days prior to the commencement of the work schedule for that quarter, or at some lesser time mutually agreeable to the employee and the Employer. A new employee shall make this election prior to the first holiday for which they are eligible.

ARTICLE 15 - ANNUAL VACATION LEAVE

- 15.01 An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than five (5) years of service:

Ten (10) hours for each calendar month of employment (equivalent to a total of 120 hours per year), provided that when employment has commenced on or before the fifteenth (15th) day of any month, they shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, they shall earn vacation entitlement from the first day of the following month.

Five (5) or more years of service:

13.3 hours for each month of employment in each subsequent vacation year(s), (equivalent to a total of 160 hours per year).

Ten (10) or more years of service:

16.6 hours for each month of employment in each subsequent vacation year(s), (equivalent to a total of 200 hours per year).

Eighteen (18) or more years of service:

20 hours for each month of employment in each subsequent vacation year(s), equivalent to a total of 240 hours per year.

- 15.02 An employee in their first year of service with less than 120 hours of earned vacation may request leave of absence without pay to provide for a two (2) week vacation period. Such requests are subject to the Employer's approval and shall not be unreasonably denied.
- 15.03 An employee entitled to 120 hours vacation or more may bank up to a maximum of 40 hours of annual vacation entitlement. The banked vacation entitlement must be taken within the next three (3) vacation years at the rate of pay prevailing when the vacation was earned and must be taken prior to using the current year's vacation. Banked vacation entitlements can be taken contiguous with current vacation only with the approval of the Employer.

- 15.04 An employee shall continue to earn vacation leave pursuant to Clause 15.01 while on the following approved absences:
- a) extended sick leave for the first thirty (30) consecutive work days, or
 - b) any other extended leave of absence, with or without pay, for the first fifteen (15) work days;
 - c) any leave in excess of fifteen (15) work days where the Employer is reimbursed by the Union for the employee's wage/benefit cost.
- 15.05 Where an employee is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 15.06 If one or more paid holidays falls during an employee's vacation period, another day or days may be added at the end of the vacation period or at a time mutually agreeable to the employee and the Employer.
- 15.07 An employee shall not be paid cash in lieu of vacation earned, except upon termination in which case they shall receive vacation pay for such vacation earned but not taken.
- 15.08 Vacation leave may be taken with Employer approval:
- a) in one continuous period, or
 - b) in separate periods of not less than seven (7) consecutive calendar days, including normal days off;
 - c) up to an equivalent of 40 hours may be taken individually in each vacation year, May 1st to April 30th.
- 15.09
- a) Vacation schedules shall be established and posted by March 15th of each year. Once vacations are authorized they shall not be changed except by mutual agreement.
 - b) In the event of a conflict between employees as to scheduling of vacation entitlements, the senior employee shall have first choice of time.
 - c) Requests for vacation may be submitted after March 15th. Approval of such requests will be on a first come first served basis.

ARTICLE 16 - SICK LEAVE

- 16.01 If an employee is ill at work or requires time off for the purposes of attending a medical, dental, optical, chiropractic or physiotherapy appointment, provided that they have been given prior authorization by the Employer and they work one (1) hour in a half day that they are absent for those purposes, such absence shall neither be charged against their minor illness entitlement, nor shall a deduction in pay be made for the time lost in the half-day in which they became ill or attended the appointment. For the purposes of this Article, a half-day is half of the hours of the day worked provided that the minimum daily regular hours are not less than seven (7) hours.
- 16.02 a) At the beginning of each calendar year, employees will be credited with eighty (80) hours of short-term sick leave. Employees commencing employment after the start of the calendar year will accrue short-term sick leave at the rate of eight (8) hours per month of service until the end of the calendar year up to a maximum of eighty (80) hours. The employee shall be deducted from the short-term sick leave entitlement each day or portion of a day sick leave used. Should the employee have less than the required number of days of entitlement available to cover their period of absence for illness, they shall receive no pay for the days not covered except where the employee is entitled to benefits under weekly indemnity or long term disability plans.
- b) Employee may carry forward up to 120 hours of unused short term sick leave from the previous three years which will be banked and only cover all or part of the 10 day waiting period for weekly indemnity benefits.
- i) The first 80 hours of the 120 hours bank or any portion of it can never be used for current sick leave.
- ii) The first 80 hours of the 120 hours bank can only be drawn upon after acceptance of weekly indemnity benefits.
- iii) 40 hours of the 120 hours may be used for sick leave after the current sick leave has been exhausted.
- 16.03 An employee is not eligible to receive sick leave benefits under this Article if:
- a) the absence is due to an injury while in the employ of any other Employer, or subsequent absence(s) caused by that injury;
- b) the absence is due to a compensable injury while in the employ of the Employer, or any subsequent absence(s) caused by that injury.

- 16.04 When a day designated as a paid holiday under Article 14 falls within a period of paid "Short-term disability" or "Long-term disability" illness leave it shall be counted as a day of paid "Short-term disability" or "Long-term disability" illness leave, as applicable and under no circumstances shall an employee receive any additional entitlement in respect of that day.
- 16.05 The employee may be required to provide proof of illness upon return to work, where reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Such proof may take the form of a medical certificate or other form as decided by the Employer.
- 16.06 Where there is a discernible pattern of sick leave misuse the Employer shall have the option to require proof as set out in Clause 16.05. An employee shall be advised of the requirement to provide the proof of illness prior to their return to work. The Employer may also require the employee to submit proof of attendance at a medical, dental, optical, chiropractic or physiotherapy appointment when time off from work is granted to attend such appointments.
- 16.07 The Union and the Employer agree that "Short-term disability" and "Long-term disability" benefits as provided for under "Benefits" are intended only for the purposes of protecting any employee from loss of income when the employee is disabled.

ARTICLE 17 – MATERNITY, PARENTAL AND ADOPTION LEAVE

Maternity Leave

- 17.01 An employee shall be granted leave without pay for maternity reasons on the following conditions:
- a) the leave period shall not exceed twelve (12) months from the date of leaving employment to the date of return to employment;
 - b) the employee has completed six (6) months of continuous service at the time of application; and
 - c) the maternity leave commences at a time mutually agreed between the employee and Employer, within twelve (12) weeks of the estimated delivery date and a written application is made by the employee at least four (4) weeks prior to commencement of such leave.

- 17.02 An employee granted maternity leave without pay, pursuant to Clause 17.01 above, shall be granted a minimum of seventeen (17) week's leave, except where a shorter period is requested by the employee.
- 17.03 An employee granted leave without pay for maternity reasons pursuant to Clause 17.01, shall be returned to her former classification upon her return to work. The employee will be required to give four (4) weeks' notice of her intention to return to work.
- 17.04 The employee and the Employer shall mutually determine the date that maternity leave commences, except:
- a) where the employee presents a medical certificate which indicates that she is advised by her doctor not to continue working, for health related reasons, the employee shall be entitled to Sick Leave benefits under Article 16, until such time that maternity leave commences;
 - b) where the employee indicates she requires leave to conform to the regulations applicable to the Employment Insurance Benefits.

Parental Leave

- 17.05 Parental leave may be taken by one parent or shared between two parents but the total combined leave cannot exceed 37 weeks.

Fathers are eligible for up to 37 weeks of unpaid, job-protected parental leave.

Adoption Leave

- 17.06 Upon reasonable notice being given to the Employer, an employee shall be granted leave of absence without pay for up to thirty-seven (37) weeks immediately following the adoption of a child. The employee shall furnish proof of adoption.

ARTICLE 18 – UNION LEAVE OF ABSENCE

- 18.01 a) Subject to Clause 18.02, hereunder, time off without loss of regular earnings will be provided to Union Officers and members to conduct official Union business on the following basis:
- i) a Union Steward and a complainant for time spent in investigating a complaint; and
 - ii) a Union Steward and a grievor for time spent in discussing a written grievance as set out in the Grievance Procedure contained in this Collective Agreement; and
 - iii) a Union Steward for time spent at a disciplinary interview.
- b) Employees elected or appointed to attend conferences, conventions, workshops or training on behalf of the Local will be granted an unpaid Union leave as per Clause 18.02.
- 18.02 In all of the foregoing provisions time off shall be granted except where operational difficulties will arise. The Union shall supply the Employer with a written request for time off. Employees shall provide a minimum of five (5) work days' notice when requesting time off under Clause 18.01, paragraph b). However, consideration shall still be given in cases where the five (5) days' notice is not able to be provided.
- 18.03 To facilitate the administration of Clause 18.01, paragraph b) the Employer shall grant the leave of absence with pay and invoice the Union for the employee's salary or the replacement salary costs, whichever is greater.

ARTICLE 19 – SPECIAL LEAVE OF ABSENCE

- 19.01 The maximum length specified for each circumstance requiring special leave, shall not be exceeded, however, special leave may be granted more than once for the same circumstances within a calendar year, providing the total special leave granted does not exceed 64 working hours (80 hours in the case of out of town bereavement) per calendar year, unless additional special leave is approved by the Employer. Requests for additional special leave consideration will not be unreasonably denied.
- 19.02 Two weeks' notice may be required for leave requested for writing of exams and moving household effects.

19.03 An employee, not on leave of absence without pay, shall be granted upon application, special leave at their basic rate of pay. The circumstances under which special leave is granted, subject to Clause 19.01, and the corresponding maximum number of work days are as follows:

- a) Bereavement leave of absence up to 56 hours will be granted in the event of the death of the employee's spouse, common-law spouse or same sex partner or any of the following relations of an employee or spouse (including common-law or same sex partner):

parent	grandparent
guardian	grandchild
parent-in-law	son
brother	daughter
sister	or spouse of any of the above.

Bereavement leave may be granted to allow an employee to travel and attend to one of the persons listed above who is terminally ill with death imminent, provided the following criteria is met:

- i) the employee must provide a current medical certificate from a qualified medical doctor which deems that the person is terminally ill with death imminent and;
- ii) the employee will only be allowed to access bereavement once per person listed.

Employees may apply for eight (8) hours of leave of absence to attend the funeral of relatives not listed in 19.03 a) and other persons that the employee can demonstrate a close relationship.

- b) be present at the birth or adoption proceedings of an employee's child
- eight (8) hours
- c) serious fire or flood damage in the employee's household
- sixteen (16) hours

Serious fire or flood damage in the employee's household will apply for a critical condition which demands an employee's personal attention during normal working hours.

- d) write examinations
- as required for course(s) approved by the Employer or courses required as a condition of employment.

- e) moving household effects
 - eight (8) hours

Moving household effects will apply to an employee who maintains a self-contained household and who changes their place of residence which necessitates the moving of their household effects during their normal working hours.

- f) Attending to sick spouse (including common law or same sex partner), child, parent or any family member where the employee is the primary care giver
 - 32 hours

- g) Grandparent Leave
 - be present at the birth or adoption of an employee's grandchild.
 - eight (8) hours

- h) Jury Duty

Employees called for jury duty or subpoenaed for court appearance will receive their regular pay for any such duty falling within their scheduled work hours. Any amounts received in compensation for such service, other than amounts adequate to cover incidental expenses, will be returned to the Employer by the employee.

Employees may not collect pay for court actions which they have initiated except in extenuating circumstances with the approval of the Designated Director responsible for Labour Relations.

Employees may not collect pay for court actions arising from other employment or personal business activities.

- 19.04 Employees may apply for an unpaid leave of absence for personal reasons. The employee will return to a position in the same classification. The maximum leave will be twelve months. A leave of absence will not be granted to work for gain for another Employer or to serve a jail term.

- 19.05 Permanent Employees who receive Compassionate Care benefits pursuant to the provision of the Employment Insurance Compassionate Care Benefits Plan shall be entitled to leave of absence without pay for the periods of time stipulated under the plan.

The employee will notify the Employer when they no longer qualify for such benefits to discuss their return to work or other alternatives.

ARTICLE 20 – SENIORITY, PROBATION AND LAY OFF

- 20.01 Seniority shall be deemed to mean continuous service with the Employer in Fort Smith and is not accumulated during periods of lay-off or during unpaid leave of absence excepting leaves for Union business, maternity leave, parental leave and leave to serve in political office, beyond an accumulated maximum of twenty (20) working days in each employment year or beyond twenty (20) consecutive working days in respect to any one lay-off or unpaid leave of absence which continues from one employment year to the next employment year.
- 20.02 An employee's date of employment shall be adjusted to reflect any period during which seniority is not accumulated.
- 20.03 The Employer recognizes that in the case of otherwise equal minimum qualifications, seniority shall be the governing factor in determining promotion and filling job vacancies.
- 20.04 The seniority of an employee shall be lost, and all rights forfeited and there shall be no obligation to rehire when they:
- a) resign or otherwise terminate their service by voluntary act;
 - b) are discharged for just cause;
 - c) fail to return to work upon expiration of leave of absence; except where an extension has been requested and approved by the Employer prior to the expiration of the original leave and the need for the extension is verified and justified by the employee. Such request for an extension will not be unreasonably denied by the Employer.
 - d) are absent without leave;
 - e) are laid off for a period of six (6) months or more;
 - f) fail to notify the Employer of their intent to return to work within three (3) working days and fail to return to work within two (2) weeks from the time notice of recall is delivered to their last known address;
 - g) retire.

- 20.05 a) New employees who occupy established positions shall serve a probation period of six (6) months, or equivalent hours for part-time employees, or such other period not exceeding nine (9) consecutive months as may be deemed necessary. The employment of a probationary employee may be terminated at any time during the probationary period. The probationary period will be extended to account for employee absences of ten (10) days or more.
- b) The Employer is entitled to discharge a probationary employee on grounds such as unsuitability which would embrace such considerations as the health, character and compatibility of the probationary employee as well as their ability to meet the present and future job requirements of the Employer.
- c) A review of a probationary employee's progress shall be conducted at approximately the 3 month and 6 month points of the probationary period and the employee shall be advised of the results of the review, including the specific areas of improvement required for continuing employment.
- 20.06 While serving their initial probation period, full-time employees will be covered only under sick leave plans and the Workers' Compensation subsidy as set out in Articles 16 and 26 respectively, of this Collective Agreement. Upon the completion of six (6) months employment, employees will be eligible for participation in the full benefits package as set out in Article 26 of this Collective Agreement.
- 20.07 Employees shall not accumulate seniority until they have successfully completed their probationary period. Upon successful completion, their seniority shall be made retroactive to the date they commenced employment.
- 20.08 In determining order of lay-off or recall, for employees in the same classification, seniority shall govern when all other necessary minimum qualifications are equal.
- 20.09 Temporary employees with twenty-four (24) months continuous service with the Employer shall be granted permanent status.
- 20.10 The Employer shall annually provide the Union with a list of all employees, showing their current seniority status, by the end of April each year.

ARTICLE 21 - NOTICE OF RESIGNATION

- 21.01 An employee is required to provide the Employer with two (2) weeks prior notice of resignation if they wish to resign in good standing.

ARTICLE 22 – JOB OPPORTUNITIES

- 22.01 Notices outlining details of available positions, excluding acting incumbencies and temporary positions of less than six (6) month duration will be posted on bulletin boards at suitable locations. Such notices will be posted for one (1) week prior to filling the vacancies and will include cut-off dates beyond which applications will not be accepted. The Employer will email all postings to all internal users.
- 22.02 Recruitment may be carried on outside the Wood's Homes and may involve the advertising of positions to be filled. However, outside applicants shall not be appointed if fully qualified, suitable in-service candidates make application for the positions.
- 22.03 To ensure that internal applicants are aware of position requirements, all job postings shall include the minimum technical/professional requirements.
- 22.04 The Employer shall prepare job descriptions for each position covered by the Collective Agreement. The Employer undertakes to receive relevant employee input in preparing these job descriptions.

22.05 STUDENTS

In keeping with the Employers focus on youth development, the Employer may provide opportunities for students to work under supervision for the purpose of a student practicum or work experience. It is agreed that such students will not fall within the scope of the bargaining unit.

A student will not be used in place of or to replace a regular employee.

ARTICLE 23 - ACTING INCUMBENCY AND PROMOTION

- 23.01 To receive acting incumbency pay, an employee shall be assigned by the Employer to perform the principal duties of the higher-level position for a minimum period of two (2) consecutive work days, during which time they may also be required to perform some of the duties of their regular position. Upon the completion of the minimum two (2) day qualifying period in an acting incumbency position, an employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the two (2) day qualifying period.

- 23.02 When an employee qualifies for acting incumbency pay pursuant to Clause 23.01, they shall receive a minimum of five percent (5%) of their current salary in addition to their regular salary, or subject to the approval of the Designated Director responsible for Labour Relations, they may receive the minimum salary for the class of the higher-level position whichever is greater.
- 23.03 Only one acting incumbent may be designated as a result of any one employee's absence.
- 23.04 Where an employee is temporarily promoted as the incumbent of a position that is in a class with a higher maximum salary assignment than that assigned to their regular position for the period, and where such employee is required to serve full time for a continuous period of sixty (60) work days or longer, their salary shall be increased by a percentage amount equal to the percentage difference between the maximum of the pay range applicable to the class of their present position and the pay range applicable to the class of the position to which they are being temporarily promoted, or to the minimum salary of the pay range applicable to the class of the position to which they are being temporarily promoted, whichever is greater, provided that the maximum salary of the pay range applicable to the higher class is not exceeded and such increase shall be made retroactive to the date of commencement of the temporary appointment.
- 23.05 An employee covered under Clause 23.04 above, shall have their compensation administered in the higher class as if they were the permanent incumbent in that position.
- 23.06 When an employee who has been serving in a temporary promotion capacity returns to their regular position, their salary rate and anniversary date shall be readjusted to that which would be in effect if they had continuously occupied their regular position.
- 23.07 Should the Employer desire to make the promotion permanent during the term of a temporary promotion, the temporary promotion shall become permanent upon the approval of the Designated Director responsible for Labour Relations.
- 23.08 In cases of permanent promotion, the successful candidate shall be placed on a trial period of three (3) months. Conditional on satisfactory service, the employee shall be confirmed in the position at the successful completion of the three (3) month trial period. In the event the employee proved unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the higher position classification, they shall be returned to their former position, provided that such position is available, or to some other available position for which they are qualified.
- 23.09 An employee who is promoted to a higher-level classification shall receive a minimum of five percent (5%) of their current salary or the minimum salary of the pay range applicable to the higher classification, whichever is greater, provided that the maximum salary of the pay range applicable to the higher class is not exceeded

ARTICLE 24 - PAYMENT OF SALARIES AND ALLOWANCES

- 24.01 The Employer shall pay salaries semi-monthly for the previous half (1/2) month in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement.
- 24.02 Pay statements shall be distributed to the employees on the second banking day prior to the end of the pay period. Should a paid holiday coincide with a regular payday, the pay statement shall be distributed on the previous day.
- 24.03 The Employer shall pay all legal and court costs related to any action initiated against an employee during the regular and proper performance of their assigned duties.
- 24.04 Extraordinary Allowance

Owing to the nature of undefined factors stemming from the specific location of Fort Smith the Employer will provide a monthly allowance of \$400.00 effective October 1, 2013 and \$450.00 effective October 1, 2015 to Full Time employees in a permanent position. Part Time Employees in a permanent position will receive the compensation on a pro-rata basis. This allowance does not apply during periods of unpaid leave of absence or to Temporary Employees.

ARTICLE 25 – NEW OR CHANGED CLASSIFICATIONS

- 25.01 To reflect the changing nature of the Employer's establishment, the Employer, during the life of this Collective Agreement may, with the agreement of the Union:
- a) alter rates of employee compensation, or
 - b) alter any employee entitlement or employee rights which are contained within this Collective Agreement and upon such joint agreement these changes shall become the rates of compensation, entitlements or employee rights.
- 25.02
- a) The Employer shall supply the Union with the class specifications applicable to the existing positions in the bargaining unit and shall give written notice to the Union of the establishment of new or changed class levels affecting compensation.
 - b) The Union may request a meeting with the Designated Director responsible for Labour Relations to discuss the pay rates applicable to the new or altered class level(s).

- c) The Union's request for a meeting to discuss the pay rates referred to in 25.02 b) above, must be submitted to the Designated Director responsible for Labour Relations within seven (7) days of the receipt of notice of the new or changed class level(s) affecting compensation.

25.03 Where a substantial change in job function can be demonstrated, an employee may request a review of their classification. The following process will apply:

- a) The employee will initiate the request in writing detailing substantial job changes.
- b) The Employer will meet with the employee within 30 days to review the request. Employees may elect to have a Union representative present.
- c) Within 15 days of this review the Employer will advise the employee of the decision on their application.
- d) If the employee disagrees with the decision, they may initiate a grievance under the Grievance Procedure, Article 11 except that such classification reviews will not be subject to arbitration.

25.04 a) In the event that the Employer changes the educational requirements for a classification, current employees will not have their employment status affected in any way by such change.

- b) Where the government changes the educational requirements for a classification, current employees wherever possible, will be given one (1) year's notice to upgrade their education without impact on their wage rate or classification.

ARTICLE 26 - EMPLOYEE BENEFITS PLANS

26.01 a) The Employer will maintain an employee benefits program consisting of the following elements:

- i) Extended health benefits coverage,
- ii) A Group Life Insurance Plan providing a benefit of one times (1x) annual earnings,
- iii) An Accidental Death and Dismemberment Insurance Plan with a maximum benefit of one hundred and fifteen thousand dollars (\$115,000),
- iv) A Dental Plan, including 100% Class 1 coverage,
- v) A Short-Term Disability Plan,
- vi) A Long-Term Disability Plan,
- vii) A Vision Plan, and
- viii) A Pension Plan.

Any changes to this program will be made in consultation with the Union.

- b) Subject to Article 7, "Application", of this Collective Agreement, and excluding permanent part-time employees working less than half (1/2) time hours, the Employer will pay up to fifty percent (50%) of the premium cost for benefits listed in Clause 26.01 paragraph a) i to viii, to a maximum of three hundred dollars (\$300.00) per month per participating employee. The employee will contribute to the cost of these benefits as follows:

<u>Benefit</u>	<u>Employee Contribution</u>
i) Long Term Disability	100%
ii) Short Term Disability	100%
iii) Life Insurance	100%
iv) A D & D	100%
v) Extended Health Benefits	} balance of 50% of total premium
vi) Dental Plan	
vii) Vision	

In any event the employee's minimum contribution will cover the total premiums for the; i, ii, iii and iv above.

- c) Participation of employees in the plans listed in Clause 26.01, paragraph a) i) - viii) above, is a condition of employment for all eligible permanent employees. Temporary Employees with terms of 12 months or longer are eligible for participation.
- d) Employees going on Maternity Leave may remain covered by the benefit plan providing they pay their portion of premiums (post-dated monthly cheques required) or they may opt out of the plan until they return. Employees are deemed to have opted out if they either;
- i) Sign a waiver refusing coverage for the duration of the leave, or
 - ii) Neglect to provide post dated cheques or payment for premium payments.

26.02 All benefits coverage specified in this Article shall be in accordance with the terms and conditions contained in the various contracts of insurance of which the Employer is the policyholder. The Union shall be supplied with copy of each policy of insurance and any subsequent amendments to these policies.

- 26.03 If an employee sustains an injury in the course of their duties with the Employer which causes them to be absent from work and as a result receives Workers' Compensation, they shall be paid a subsidy to make up part of the difference between what they receive as Workers' compensation and their rate of pay immediately preceding the injury, in accordance with the following schedule:

TIME OF EMPLOYEE INJURY:

SUBSIDY:

- | | |
|---------------------------------------|---|
| The first (1st) year of employment | 100% of the difference for each of the first fifteen (15) work days on Workers' Compensation |
| The second (2nd) year of employment | 100% of the difference for each of the first twenty (20) work days on Workers' Compensation. |
| The third (3rd) and fourth (4th) year | 100% of the difference for each of the first (40) of employment work days on Workers' Compensation. |
| The fifth (5th) year of employment | 100% of the difference for each of the first fifty (50) work days on Workers' Compensation. |
| The sixth (6th) and subsequent | 100% of the difference for each of the first years of employment seventy (70) work days on Workers' Compensation. |
- 26.04 Employees using the total benefit provided in Clause 26.03 above, in any one (1) employment year, are not entitled to any further subsidy benefit for that year.
- 26.05 When an absence due to a compensable injury continues from one of the above-noted employment years into the next, the period during which the supplement will be paid is determined according to the employment year in which the absence commenced.
- 26.06 The eligibility period specified in Clause 26.03 above, shall not apply in the event of a re-occurrence of a disability due to a previously claimed injury payable under the supplement within the same employment year, unless the employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 26.07 While an employee is on Workers' Compensation, the Employer shall continue to pay the Employer's share of the premium costs for the employee benefits plans listed in this Article.

ARTICLE 27 - OCCUPATIONAL HEALTH & SAFETY

- 27.01 It is understood that employee's rights to legal recourse under the Criminal Code are acknowledged and supported. It is also understood that a clinical review of the circumstances of an assault with a Program Director is appropriate and essential prior to the laying of any criminal charges. Such a review shall not preclude the possibility of charges being laid. Employees have the right to have a Union representative present at a review.

ARTICLE 28 – TRAINING

- 28.01 The Employer will provide training for Suicide Prevention, Crisis Training (CPI) and other training deemed required by the Employer and re-certification for First Aid/CPR and Class 4 Driver's License for all employees at no cost to the employee. Where an employee encounters difficulty making arrangements for training with the provider, the Employer will be notified by the employee, as soon as possible, to support the employee in making the necessary arrangements.
- 28.02 Employees required by the Employer to attend training seminars shall receive regular wages for all hours in attendance at said training.
- 28.03 Employees required by the Employer to attend required training on a scheduled day off shall receive compensation for all hours in attendance in accordance with Article 12 – Hours of Work, and Article 13 – Overtime.
- 28.04 Employees will not be required to attend training seminars without at least eight (8) hours rest between the completion of their shift and the beginning of the seminar. Casual employees will not accept shifts that do not allow for this eight (8) hour rest period.

ARTICLE 29 - GENERAL CONDITIONS

- 29.01 Proper space shall be provided by the Employer for employees to eat their meals and to change and store their clothes.
- 29.02 The Employer shall provide bulletin boards in an appropriate number to be placed in suitable locations to provide good employee access. The Union may post notices of meetings and such other notices as may be of interest to employees providing that, in all cases, such notices have been individually approved in writing by the Employer.

ARTICLE 30 - PRINTING OF AGREEMENTS

- 30.01 The Employer agrees to pay the cost of printing sufficient copies of the Collective Agreement to provide each present and new employee, filling a position in the bargaining unit, with one (1) copy of the Collective Agreement.
- 30.02 Each party further agrees to pay the full cost of printing additional copies that they individually order.

ARTICLE 31 - TERM OF AGREEMENT

- 31.01 This Collective Agreement shall be in full force and effect from October 1, 2013 to September 30, 2018 and shall remain in effect thereafter until a replacement Collective Agreement is established under the Canada Labour Code or the right to strike or lock-out accrues, whichever occurs first.
- 31.02 Any change deemed necessary in this Collective Agreement may be made by mutual agreement of the parties at any time during the life of this Collective Agreement.
- 31.03 Either party desiring to propose changes to this Collective Agreement shall, between the period of sixty (60) and one-hundred and twenty (120) days prior to the termination date, give notice of intent to commence Collective Bargaining in writing to the other party. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Collective Agreement.

SCHEDULE "A"

2013 RATE (October 1)	Minimum Hourly	Maximum Hourly
Counsellor, Youth & Family	24.00	30.78
2014 RATE (October 1)	Hourly	Hourly
Counsellor, Youth & Family	24.48	31.39
2015 RATE (October 1)		
Counsellor, Youth & Family	24.97	32.02

- a) Salary increases of not less than two and one-half percent (2 ½ %) shall be awarded to permanent employees on their anniversary date.
- b) Permanent employees demonstrating satisfactory work performance in their yearly performance review shall receive merit increases of not less than two and one-half percent (2 ½ %) on their anniversary date.
- c) Such adjustment shall at no time increase a salary beyond the maximum salary for the applicable salary range.

LETTER OF UNDERSTANDING

BETWEEN

**WOOD'S HOMES
NORTHWEST TERRITORIES**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731

RE: ACCOMMODATIONS

The Employer will investigate housing accommodation options for new staff relocating from outside Ft. Smith.

**SIGNED ON BEHALF OF
WOOD'S HOMES
NORTHWEST TERRITORIES**



**SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4731**



DATED: *February 18, 2014*

DATED: *February 18, 2014*

LETTER OF UNDERSTANDING

BETWEEN

**WOOD'S HOMES
NORTHWEST TERRITORIES**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731

RE: WAGE NEGOTIATIONS

The Employer and the Union agree to negotiate wages and extraordinary allowance for 2016 and 2017 prior to September 30, 2015.

**SIGNED ON BEHALF OF
WOOD'S HOMES
NORTHWEST TERRITORIES**



**SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4731**



DATED: *February 18, 2014*

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