

# COLLECTIVE AGREEMENT

between

**CUPE** / *Canadian Union  
of Public Employees*

**LOCAL 4731**

and



**WOOD'S HOMES  
ALBERTA**

**October 1, 2020 – September 30, 2023**

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**Note the following do not apply to Casual and Temporary Employees:** Articles 12.01 a) ii), 12.03, 12.04, 12.06, 12.07, 15.04, 15.06, 18, 19, 22, 23.02, 23.06, 26, 29.02, 29.03, 29.05 and 29.06

**Note the following do not apply to Casual Employees:** Articles 11.02 a) & b), 11.06, 11.08, 12.08, 12.09, Floater Day, 13.03, 13.06, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 15.01, 15.02 a), b) & c) and 25

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**Note the following do not apply to Casual Employees:** Articles 11.02 a) & b), 11.06, 11.08, 12.08, 12.09, Floater Day, 13.03, 13.06, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 15.01, 15.02 a), b) & c) and 25

# Collective Agreement

Alberta

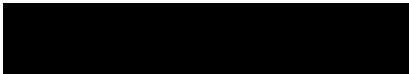
2022

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.

FOR WOOD'S HOMES


FOR CANADIAN UNION  
OF PUBLIC EMPLOYEES  
LOCAL 4731



[peter wittig \(Jan 25, 2022 17:07 MST\)](#)



[Gary Lehmann \(Jan 25, 2022 14:18 MST\)](#)



[Kate Light \(Jan 28, 2022 08:35 MST\)](#)



[Craig Phillips \(Jan 25, 2022 15:13 MST\)](#)

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## **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) protect and continue to improve the interest of the Employees and the Board;
  - b) provide for the prompt and equitable adjustment of differences which may arise between Employees, the Union and the Board, without stoppage of work or refusal to perform work during the life of a Collective Agreement;
  - c) ensure harmonious, efficient, safe and uninterrupted operations.
- 1.02 It is recognized by this Collective Agreement to be the responsibility of the Employees, the Union and the Board to cooperate fully, individually and collectively, for the advancement of said purposes.
- 1.03 It is recognized that all Articles in this agreement will minimally comply with Alberta Legislation.

## **ARTICLE 2 - DEFINITIONS**

- 2.01 In this Collective Agreement, unless the context otherwise requires:
- a) “**Board**” means the Board of Directors of Wood's Homes;
  - b) “**Code**” means the Alberta Labour Relations 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 m) below;
  - d) “**Employee**” means a member of the staff of Wood's Homes, Alberta, occupying an established position in a classification listed in Schedule "A" - Wage Rates, 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";
    - i) “**Employee – Casual**” is an Employee who does not occupy an established position and who works on an intermittent basis or to cover for short absences of other Employees;
    - ii) “**Employee - Permanent**” means an Employee who occupies a permanently established position and has successfully completed a probationary period;
    - iii) “**Employee - Permanent Full-Time**” is an Employee filling a permanent position and who normally works the full number of hours in a year as set out in Article 11;

- iv) “**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, month or year as set out in Article 11;
  - v) “**Employee – Probationary**” means an Employee who occupies an established permanent position for a probationary period as set out in Article 19, "Seniority, Probation and Lay-off", of this Collective Agreement;
  - vi) “**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. By mutual agreement of the Union and the Employer, such temporary positions may be renewed for an additional twelve months; on the 25<sup>th</sup> month the Employee will then be considered permanent and will be presumed to have passed their probationary period.
- e) “**Employer**” means the Board of Directors of Wood's Homes Alberta or its designate(s);
  - f) “**Local**” means the Canadian Union of Public Employees, Local 4731;
  - g) “**Maximum Wage Rate**” means;
    - i) the highest wage rate assigned to a classification, or,
    - ii) the job rate where no wage rate has been assigned to a classification;
  - h) “**Minimum Wage Rate**” means the lowest wage rate assigned to a classification;
  - i) “**Month**” means calendar month;
  - j) “**Permanent Position**” means a position, the duties of which are in a continuing nature of indefinite extent;
  - k) “**Union**” shall mean The Canadian Union of Public Employees - Local 4731 or its successor;
  - l) “**Vacation Leave**” means annual vacation leave with pay granted to an Employee;
  - m) “**Work Day**” means any day on which an Employee is normally expected to be on duty at their place of employment;
  - n) “**Work Unit**” means a group of bargaining-unit positions whose incumbents are functionally responsible to a Director;
  - o) 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 Board recognizes the Union as the sole Collective Bargaining Agent for hours, wage rates and other conditions of employment pursuant to Certificate #244-2005 issued by the Alberta Labour Relations Board dated December 7, 2005, and as amended from time to time, for all Employees of the Employer except those exercising managerial functions or employed in a confidential capacity in matters relating to labour relations.
- 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 thirty (30) minutes to acquaint new Employees with the Collective Agreement during each new Employee Orientation session.
- 4.04 The use of volunteers shall not lead to the replacement, transfer, reassignment or layoff of bargaining unit Employees, to a reduction in their full-time equivalent or to the elimination of positions in the bargaining unit.
- 4.05 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

### **ARTICLE 5 - NO DISCRIMINATION, HARASSMENT, OR WORKPLACE VIOLENCE**

- 5.01 The Employer and the Union are committed to improving the workplace by maintaining a work environment for all its Employees/members which is free from all forms of discrimination, harassment, bullying and workplace violence.

In order to help enhance the dignity and self-worth of all Employees/members, the Employer and the Union are committed to a harassment free workplace. The Employer and the Union will not tolerate, ignore nor condone workplace harassment.

- 5.02 There shall be no discrimination 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.

All Employees/members are responsible for respecting the dignity and rights of their co-workers.

## **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 President or Site Vice-President.

## **ARTICLE 7 - UNION DUES DEDUCTION**

- 7.01 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 according to the Constitution and Bylaws of the Union.
- 7.02 All Employees covered by this Collective Agreement shall be subject to the deduction of Union Dues from each pay, as authorized by Local 4731's Bylaws. Initiation fees and assessments will be deducted upon the Union's request.
- 7.03 Union dues deductions will 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 were made, no later than the fifteenth (15<sup>th</sup>) day of the next month. A copy of the list will be sent to the Local Secretary-Treasurer at the same time.
- 7.04 The amount of Union dues paid by each Employee in the previous year will be shown on the Employee's Tax T-4 slip.
- 7.05 The Employer will provide a list in electronic format, on a quarterly basis, of the name, classification, status, home address, phone numbers, and seniority date for each Employee in the bargaining unit.
- 7.06 Dues Supporting Documentation

Along with the deductions, the Employer will provide an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made; name, employment status (such as Full-time, Part-time, Temporary, Casual), classification/job title, regular hours, dues deducted and a copy of the Payroll Register totals for each pay period.



## **ARTICLE 8 - EMPLOYER-UNION RELATIONS**

- 8.01 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.
- 8.02 The Employer will provide the Union with an annual 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 10 of this Collective Agreement. Similarly, the Union shall provide the Employer with a current list of Union representatives for each unit of the Organization.
- 8.03 The Employer acknowledges the right of the Employees to elect Employees in the bargaining unit as Union Stewards and recognizes the Union Stewards so elected as official worksite representatives of the Union. The Employer agrees that shop stewards or recognized Union representatives shall not be hindered in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Employer agrees that no Union representative shall be unreasonably denied permission to deal with grievance issues providing such request does not disrupt the work of the Employer.
- 8.04 The Union shall notify the Employer in writing of the name of each steward before the Employer shall be required to recognize them.
- 8.05 The Employer will allow time off for up to three (3) Employees to serve as permanent members of the Union Local Collective Bargaining Committee. 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 Article 8.05 that are performed at a time that would otherwise form part of their assigned work schedule.
- 8.06 Pursuant to Article 8.01, 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 9 - DISCIPLINARY ACTION**

- 9.01 When an Employee is given a written reprimand, suspension or is terminated the Employee shall be informed in writing within 21 calendar days of the event 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. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the Employee's personnel file.
- 9.02 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.
- 9.03 The Employer shall have the right to discipline any Employee for just cause. An Employee who considers that they have been unfairly dealt with shall have the right to grieve. If performance issues/concerns are unable to be resolved through regular supervision, discipline will occur in the following order:

Step 1 – Verbal Warning

Step 2 – Written Reprimand

Step 3 – Suspension

At each step the Employee will be given an explanation of when/how the behavior took place, this includes the reason(s) as to why it was unacceptable and afforded the opportunity to discuss and rectify any ongoing issues as they arise. Reasons and actions will be specifically discussed. A plan including timelines and measures to show improvement will be created with input and commitment by the Employee and Employer.

Step 4 – Termination

After all previous steps have been exhausted and improvements have not been demonstrated, termination may be the only recourse. In the event of extreme circumstances, discipline can commence at any level.

- 9.04 An Employee who has been subjected to disciplinary action may, after twelve (12) months from the date the disciplinary action was imposed, 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.

- c) In order to assist in the resolution of grievances, an Employee or their Shop Steward with written authority and verbal confirmation of the Employee shall be entitled to review their personnel file when requested in writing with at least 48 hours' notice. An Employee shall have the right to have copies of any material contained in their personnel file.
- d) The Employee shall have the right to respond in writing to any document contained therein. Such replies shall become part of the Employee's personnel file.

9.05 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 resolve 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.

9.06 Demotion shall not be used as a discipline.

## **ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION**

10.01 In this Article:

- a) "Designated Officer" means the official Employer representative as set out in Article 8.02 of this Agreement;
- b) "Grievance" is defined as a complaint regarding the application or alleged violation of this Collective Agreement;
- c) "Group Grievance" is a grievance initiated by at least one and affecting two (2) or more Employees providing that all Employees party to the Group Grievance are grieving the identical issue and have either signed or authorized the initial grievance form. A Group Grievance will start at Level 2;
- d) "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. A Policy Grievance will start at Level 3;
- e) "Working Days" means the days on which the Employer's Administration offices are open for the transaction of business.

## 10.02 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.

## 10.03 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 10.03 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.

## 10.04 Grievance Procedure Structure

### Level1

- 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 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-paragraphs i) above, the Union shall formally advise the Employer of its intent to proceed to arbitration, such notice shall include the name and address of the Union's nominee to the Arbitration Board;

- b) The Employer shall reply to the Union's formal notice within fifteen (15) working days of its delivery; and such reply shall include the name and address of the Employer's nominee to the Arbitration Board;
- c) The respective nominees shall jointly appoint a mutually acceptable chairperson within twenty (20) working days of the delivery to the Union of the Employer's response;
- d) If the appointed members fail to agree on a mutually acceptable Chairperson within the prescribed time limit, a Chairperson shall be appointed in accordance with the applicable provisions of the Code;
- e) The Employer and the Union may by mutual agreement appoint a single arbitrator who shall constitute the Arbitration Board. Both parties further agree that, in the interest of timely resolution with reduced cost to both parties, wherever possible, a single arbitrator will be appointed. This appointment will be made, by mutual agreement, within fourteen (14) days of the initial submission to arbitration;
- f) The Employer and the Union shall each bear the total costs of its appointee to the Arbitration Board and shall share equally the total costs of the Chairperson of the Board;
- g) The Employer shall grant the aggrieved Employee leave of absence with pay for the purpose of attending the Board hearing of their grievance;
- h) 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;
- i) The expenses of necessary witnesses called by the Chairperson of the Arbitration Board shall be shared equally by the Employer and the Union.

#### 10.05 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.

#### 10.06 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 sixty (60) days of completing the hearing.

#### 10.07 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.

#### 10.08 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) 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;
- d) Notification of submission to Level 4 or 5 must be made to Employer within five (5) working days of the date of delivery of the Employer's approval to proceed directly to Arbitration;
- e) 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.

## 10.09 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 11 - HOURS OF WORK**

11.01 The Employer shall not unreasonably eliminate a full-time position by reason of assigning all of the existing duties of the full-time position to one or more part-time positions.

*Note: Article 11.02 a) & b) do not apply to Casual Employees*

11.02 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 except Administrative Support, Accounting Clerk and Accounting Assistant classifications which shall be seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week and notwithstanding Article 11.07.
- 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” and “casual” Employees. 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 11.07. Where the Employer wishes to schedule less than six (6) (Full-time) or three (3) (Part-time) hours the Employee shall receive no less than the applicable minimum hours stated herein at their regular rate of pay.



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

11.04 a) Except as provided in b) below Employees shall be granted unpaid lunch periods of not less than one-half ( $\frac{1}{2}$ ) hour and not more than one (1) hour duration.

b) Normally Employees working on a forty (40) hour workweek shall have one-half ( $\frac{1}{2}$ ) hour lunch break and all other Employees shall have one (1) hour lunch break.

c) Counsellors may be required to eat on the job in which case they shall be paid for their lunch break and the lunch break is deemed to be incorporated in their scheduled hours. In workplaces where the Employer supplies and prepares food as part of the program, the Employer will supply the food for those counsellors that may be required to eat on the job. Every effort will be made to accommodate those with special dietary needs.

11.05 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.

Every effort will be made by the Employer and the work units to accommodate the ability for Employees to take their paid rest periods on a regular basis.

*Note: Article 11.06 does not apply to Casual Employees*

11.06 Work schedules for all Employees on shift work will be posted quarterly at least fifteen (15) days prior to the commencement of the schedule. Where the work schedule for a work unit of not less than five (5) Employees is to be changed after the schedule is posted, the change must be by mutual agreement. Such agreement shall not be unreasonably denied provided that seven (7) days notice is given. An individual Employee's regular work schedule may be changed by the Employer provided that forty-eight (48) hours written notice is given.

11.07 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 ( $1\frac{1}{2}$ ) 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 booked for a shift, which is cancelled without twenty-four (24) hours notice, they will receive three (3) hours pay.

*Note: Article 11.08 does not apply to Casual Employees*

11.08 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. In the event of program closure, the Employer may re-assign staff to other available positions which may include a different shift schedule.
- 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.

#### 11.09 Flexible Work Schedule

With written approval of the Employer, Clinicians, Family Support, Foster Care, Communications, Nursing, Research Assistants, YCAP Chef, Inglewood Opportunity Hub (Addictions Specialist, LEAD, Culinary YFC) and the Indigenous Services Youth and Family Counselors.

Employees 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 four (4) week period to a total of one hundred and sixty (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 12) 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) Once an Employee accrues more than twenty (20) hours in their flex bank, the Employer and Employees will arrange, by mutual agreement, for the banked flex hours to be used. If at any time an Employee's flex bank is greater than forty (40) hours, the hours exceeding twenty (20) will be paid as overtime.

There will be no pyramiding of overtime hours.

#### 11.10 Casual Staff Shift Selection

Casual staff shall submit availability two weeks before the beginning of the following month. The determining factor for shift selection shall first be based upon availability. If all else is deemed equal, seniority will be the next determining factor.

### **ARTICLE 12 - OVERTIME, ON CALL AND CALL OUT**

12.01 a) 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 and paid as follows:

- i) 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 (1½) the regular hourly rate;

*Note: Article 12.01 a) ii) does not apply to Casual and Temporary Employees*

- ii) When an Employee works an extra shift on a scheduled day off, the Employee will be paid overtime at time and one-half (1½) for the first nine (9) hours and double time for all hours beyond nine (9) hours of work;
- iii) When an Employee works a double shift, the Employee will be paid overtime at time and one-half (1½) for the first six (6) hours of the second shift and double time for all additional hours.

- b) When an Employee works a required double shift and does not receive a ten (10) hour rest period prior to the Employees next scheduled shift, the Employee will not work that shift and will be compensated one half (½) of the Employee's regular shift hours.

12.02 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.

*Note: Article 12.03 does not apply to Casual and Temporary Employees.*

12.03 Overtime pay shall be calculated at the hourly rate in effect at the time the overtime is worked regardless of any subsequent retroactive change in that rate.

*Note: Article 12.04 does not apply to Casual and Temporary Employees.*

12.04 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 at a rate of one point five (1.5) hours pay for all hours worked.

12.05 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.

*Note: Article 12.06 does not apply to Casual and Temporary Employees*

12.06 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 Article 12.01, paragraph i) shall apply.

*Note: Article 12.07 does not apply to Casual and Temporary Employees*

12.07 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 consultation or other work to on-duty Wood's Homes Employees, shall be compensated a minimum of one quarter (¼) hour at their normal rate of pay for each incident or actual time spent on the consultation whichever is greater.

*Note: Article 12.08 does not apply to Casual Employees*

12.08 a) An Employee designated by the Employer to be immediately available to return to work or to be available for consultation during a period in which they are not on regular duty, shall be paid the amount of one-half (½) hour's pay at their regular rate for each four (4) hours on-call or major portion thereof;

b) An Employee, on-call, who is unable to report to work when required, shall receive no compensation for the normal on-call period;

c) An Employee called to work during a period in which they are required to be on-call, shall be compensated for the on-call period in addition to their compensation entitlement under Article 12.07.

*Note: Articles 12.09 does not apply to Casual Employees*

12.09 Irrespective of a regular or altered work week Employees taking part in outside structured trips with client(s) that extend twenty-four (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 of pay plus eight (8) hours' pay at a rate of fifteen dollars (\$15.00) per hour or the minimum wage, whichever is greater. This is intended to support camping or out of region home/community visits and is not intended to be utilized to extend the hours of the Employee for any other purpose.

When an outside structured trip extends past four (4) days ninety-six (96) hours the Employee will be scheduled off the first two (2) days following return from the trip.

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

### **ARTICLE 13 - PAID HOLIDAYS**

13.01 The following shall be defined as paid holidays:

New Year's Day	Heritage Day
Alberta Family Day	Labour Day
Good Friday	Truth and Reconciliation Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Christmas/New Year's/Floater

The floater day will be used between the dates of December 16<sup>th</sup> and December 31<sup>st</sup> as mutually agreed or paid out in the first pay period of January.

*Note: The floater day does not apply to Casual Employees*

13.02 General holiday pay is five percent (5%) of wages, vacation pay, paid sick time and general holiday pay earned in the four weeks preceding a general holiday

- a) An Employee is not entitled to holiday pay if the Employee:
- i) does not work on a paid holiday when they are required or scheduled to do so; or
  - ii) is absent from their employment without the consent of the Employer on their regular working day immediately preceding or following a paid holiday; or
  - iii) is on an unpaid leave.

*Note: Article 13.03 does not apply to Casual Employees*

13.03 When a day designated as a paid holiday under Article 13.01 falls during an Employee's workweek and the Employee is not required to work, the Employee shall be granted that days leave and general holiday pay.

13.04 When a day designated as a paid holiday under Article 13.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted paid general holiday pay on the day observed as the paid holiday.

13.05 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 general holiday pay and pay at one and one-half (1½) times their regular rate of pay for the hours worked.

*Note: Article 13.06 does not apply to Casual Employees*

13.06 Employees wishing to bank up to three (3) days (or twenty-four (24) hours) stat holiday hours may do this in consultation with their manager.

13.07 Regardless of their recognized faith or religion, Employees shall be entitled to, and the Employer shall grant whenever possible, a leave of absence without pay on the day of the observance associated with their recognized faith or religion, provided that all workforce requirements are met, including Collective Agreement requirements and applicable regulations, and the Employer has been advised in writing at least thirty (30) working days in advance.

## **ARTICLE 14 - ANNUAL VACATION LEAVE**

14.01 An Employee shall receive an annual vacation with pay in accordance with their years of employment and in accordance with Article 11.08 d) as follows:

Less than five (5) years of service:

Three (3) weeks (5.7692%) vacation, based on the number of regular hours worked.

Five (5) or more years of service:

Four (4) weeks (7.6923%) vacation based on the number of regular hours worked.

Ten (10) or more years of service:

Five (5) weeks (9.6153%) vacation based on the number of regular hours worked.

Fifteen (15) or more years of service:

Six (6) weeks (11.5384%) vacation based on the number of regular hours worked.

*Note: Articles 14.02, 14.03, 14.04, 14.05, 14.06 and 14.07 do not apply to Casual Employees*

- 14.02 An Employee in their first year of service with less than one hundred and twenty (120) hours of earned vacation may request leave of absence without pay to provide for an eighty (80) hour vacation period. Such requests are subject to the Employer's approval and shall not be unreasonably denied.
- 14.03 Full-time and permanent part-time Employees may carry forward eighty (80) hours of accrued vacation into the following year. Banked vacation entitlements can be taken contiguous with current vacation only with the approval of the Employer.
- 14.04 An Employee shall continue to earn vacation leave pursuant to Article 14.01 while on the following approved absences:
- a) extended sick leave for the six (6) weeks (240 hours), or
  - b) any other extended leave of absence, with or without pay, for the first three (3) weeks (120 hours),
  - 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.
- 14.05 Where an Employee is allowed to take any leave of absence in conjunction with a period of vacation leave, the vacation leave must precede the additional leave of absence with the exception, of sick leave or maternity or parental leave which may be authorized before or after vacation leave.
- 14.06 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.
- 14.07 An Employee shall not be paid cash in lieu of vacation earned.
- 14.08 Vacation leave may be taken:
- a) in one continuous period, or
  - b) in separate periods of not less than one (1) calendar day,
  - c) In each vacation year, up to an equivalent of forty (40) hours may be taken individually as partial days or by the hour.
- 14.09 a) Vacation schedules shall be established and posted by March 15<sup>th</sup> 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 15<sup>th</sup>. Approval of such requests will be on a first come first served basis.

14.10 The Employer will include vacation time on the pay statement.

14.11 An Employee shall not go into a vacation deficit.

14.12 Permanent part-time Employees working in the schools will be paid vacation pay on every cheque at the equivalent rate to the vacation periods above. Time off without pay may be requested in writing.

## **ARTICLE 15 - SICK LEAVE**

*Note: Article 15.01 does not apply to Casual Employees*

15.01 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.

*Note: Article 15.02 a), b) & c) does not apply to Casual Employees*

15.02 a) At the beginning of each calendar year, Employees will be credited with eighty-eight (88) hours of short-term sick leave. 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 short term or long-term disability plans.

Employees commencing employment after the start of the calendar year will accrue short-term sick leave at the rate of seven point three three (7.33) hours per month for the number of months remaining in the year, to a maximum of eighty-eight (88) hours of service until the end of the calendar year

- b) An Employee may carry forward up to ninety-six (96) hours of unused short term sick leave from the previous three (3) years. The first fifty-six (56) hours can only be used to cover all or part of the seven (7) day waiting period for short term benefits:
  - i) the first fifty-six (56) of the ninety-six (96) hour bank or any portion of it can never be used for current sick leave.
  - ii) the first fifty-six (56) of the ninety-six (96) hour bank can only be drawn upon after acceptance of short term benefits.



iii) Forty (40) hours of the ninety-six (96) hours may be used for sick leave after the current sick leave has been exhausted.

c) The unused sick balance will be reflected on the Employee pay statements.

15.03 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.

*Note: Article 15.04 does not apply to Casual and Temporary Employees*

15.04 When a day designated as a paid holiday under Article 13 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.

15.05 A doctor's note may be required at the discretion of the Employer for all absences in excess of three (3) working days, or where there is a discernable pattern of frequent illnesses or reasonable doubt exists.

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.

*Note: Article 15.06 does not apply to Casual and Temporary Employees*

15.06 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 injured, ill or disabled.

## **ARTICLE 16 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **Maternity Leave**

16.01 An Employee shall be granted leave without pay for maternity reasons on the following conditions:

a) the maternity leave commences at a time mutually agreed between the Employee and Employer, within thirteen (13) weeks of the estimated delivery date and a written application is made by the Employee at least six (6) weeks prior to commencement of such leave.

- 16.02 An Employee granted maternity leave without pay, pursuant to Article 16.01 above, shall be granted a minimum of seventeen (17) weeks' leave, except where a shorter period is requested by the Employee.
- 16.03 An Employee granted leave without pay for maternity reasons pursuant to Article 16.02, shall be returned to their former position, provided that such position is available, or to another available position for which they are qualified upon their return to work. The Employee will be required to give four (4) weeks' notice of their intention to return to work.
- 16.04 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 they are advised by their doctor not to continue working, for health related reasons, the Employee shall be entitled to Sick Leave benefits under Article 15, until such time that maternity leave commences.
  - b) where the Employee indicates they require leave to conform to the regulations applicable to the Employment Insurance Benefits.

### **Parental Leave**

- 16.05 Parental leave may be taken by one parent or shared between two parents, but the total combined leave cannot exceed sixty-two (62) weeks.

Employees are eligible for up to sixty-two (62) weeks of unpaid, job-protected parental leave.

### **Adoption Leave**

- 16.06 Upon reasonable notice being given to the Employer, an Employee shall be granted job-protected leave of absence without pay for up to sixty-two (62) weeks immediately following the adoption of a child. The Employee shall furnish proof of adoption. The Employee will be required to give four (4) weeks notice of their intention to return to work.

## **ARTICLE 17 - UNION LEAVE OF ABSENCE**

- 17.01 a) Subject to Article 17.02, 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 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 Article 17.02.

17.02 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 Article 17.01, paragraph b). However, consideration shall still be given in cases where the five (5) days' notice is not able to be provided.

17.03 To facilitate the administration of Article 17.01, paragraph b) the Employer shall grant the leave of absence with pay and invoice the Union for the Employee's wages or the replacement wage, whichever is greater.

17.04 The Employer may agree to grant unpaid Union leave for Employees to work for the Union (at a Local, Divisional or National level). Requests will not be unreasonably denied.

## **ARTICLE 18 - SPECIAL LEAVE**

*Note: Article 18 in its entirety does not apply to Casual or Temporary Employees*

18.01 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 eighty (80) hours per calendar year, unless additional special leave is approved by the Employer.

Special Leave Days are ineligible for personal illnesses or towards the waiting period for Short Term Disability with the exception of bereavement, birth, and extenuating circumstances.

18.02 Two (2) weeks notice may be required for leave requested for writing of exams and moving household effects.

18.03 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 Article 18.01, and the corresponding maximum number of work days are as follows:

- a) Bereavement leave of absence in the amount of five (5) working days 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 or foster parent	grandparent
guardian	grandchild
parent-in-law	your child
brother	sister

or spouse of any of the above.

Bereavement Leave in the above instances may be extended by a maximum of three (3) days' paid leave to accommodate travel with Manager approval.

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 one (1) day leave of absence to attend the funeral of relatives not listed in 18.03 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  
- two (2) days
- c) Serious fire or flood damage in the Employee's household  
- two (2) days

Other serious incidents beyond the Employees' control may be considered on a case by case basis.

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

- e) Moving household effects  
- one (1) day

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), parent or any family member where the Employee is the primary care giver  
- two (2) days

- g) Attending to a sick child  
- two (2) days

- h) Grandparent Leave  
- be present at the birth or adoption of an Employee's grandchild.  
- one (1) day

- i) 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.

- j) Personal days  
- three (3) days

18.04 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 (12) months. A leave of absence will not be granted to work for gain for another Employer or to serve a jail term.

18.05 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 19 - SENIORITY, PROBATION AND LAY OFF**

*Note: Article 19 in its entirety does not apply to Casual and Temporary Employees*

- 19.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference for promotion, transfer, lay-off, permanent reduction of the workforce and recall as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.
- 19.02 The Employer shall maintain a seniority list showing the current classification and each Employee's seniority date. When two (2) or more Employees have the same seniority date, the order of seniority will be by the last name alphabetically at date of hire.
- 19.03 An up-to-date seniority list shall be sent to the Union in January of each year. The Union will have four (4) calendar weeks to review the list and submit any changes.
- 19.04 Seniority shall be deemed to mean continuous service and is not accumulated during periods of lay-off or during unpaid leave of absences lasting more than twenty (20) days, excepting leaves for Union business, maternity leave, parental leave and leave to serve in political office.
- 19.05 An Employee's date of employment shall be adjusted to reflect any period during which seniority is not accumulated.
- 19.06 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.
- 19.07 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. Rescinding of resignations will not be unreasonably denied;
  - 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 in excess of three (3) days without sufficient cause or without notifying the Employer;
  - e) are laid off for a period of twelve (12) months or more;

- f) fail to notify the Employer of their intent to return to work within three (3) working days of recall from layoff or fail to return to work within two (2) weeks from the time notice of recall is delivered to their last known address;
  - g) retire.
- 19.08 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 eighty (80) hours or more. Probationary extensions will be communicated to the Union.
- b) The Employer may terminate a probationary Employee for any reason during the probation period.
  - c) A review of a probationary Employee's progress shall be conducted at approximately the three (3) month and six (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.
- 19.09 While serving their initial probation period, full-time Employees will be covered only under the Sick Leave plan and the Workers' Compensation subsidy as set out in Articles 15 and 26.03 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.
- 19.10 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.
- 19.11 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.
- 19.12 Temporary Employees with twenty-four (24) months continuous service with the Employer shall be granted permanent status.
- 19.13 An Employee who is temporarily transferred or promoted to a position outside the Bargaining Unit will continue to accrue seniority for one hundred and eighty (180) days at which point seniority will stop accruing. Extensions to this time may be considered in consultation with the Union.

The Employee's seniority will not be lost if such Employee returns (by their own request or by the Employer's request) to the Bargaining Unit prior to the end of the trial period of the position to which they were promoted. They shall be returned to their former classification.

Any other Employee so affected by this clause will be placed in an equivalent position insofar as their wage rate, increment date and accrued seniority are concerned.

19.14 A Casual Employee who is hired into a full time or part time permanent position shall have their seniority calculated based on hours of work with the Employer.

a) A casual Employee who has worked greater than one thousand (1000) hours within a three (3) year period with the Employer shall be considered to have passed their probationary period.

## **ARTICLE 20 - NOTICE OF RESIGNATION**

20.01 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 21- JOB OPPORTUNITIES**

21.01 Notices outlining details of available positions, excluding acting incumbencies and temporary positions of less than a three (3) month duration will be posted on DayForce and posted on Wood's Homes SharePoint. Such notices will be sent one (1) week prior to filling the vacancies and will include cut-off dates beyond which applications will not be accepted.

21.02 Recruitment may be carried on outside 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.

In assessing the required qualifications of applicants, the Employer shall consider each individual's abilities, education, skills, knowledge, aptitude and fitness for the vacant position.

In making appointments to vacant or newly created positions within the jurisdiction of the Bargaining Unit it is agreed that where the required qualifications of two (2) or more applicants are approximately equal, seniority shall govern.

21.03 To ensure that internal applicants are aware of position requirements, all job postings shall include the minimum technical/professional requirements.

21.04 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.



## 21.05 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 22 - ACTING INCUMBENCY AND PROMOTION**

*Note: Article 22 in its entirety does not apply to Casual or Temporary Employees*

- 22.01 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.
- 22.02 When an Employee qualifies for acting incumbency pay pursuant to Article 22.01, they shall receive a minimum of five percent (5%) of their current wage rate in addition to their regular wage rate, or subject to the approval of the Designated Director responsible for Labour Relations, they may receive the minimum wage rate for the class of the higher-level position whichever is greater.
- 22.03 Only one acting incumbent may be designated as a result of any one Employee's absence.
- 22.04 An Employee temporarily promoted to a position that is in class with a higher maximum wage rate assignment than their present position shall receive the minimum rate of that position or five percent (5%) greater than their current wage, whichever is greater. All acting incumbencies and promotions will be for thirty (30) days or more.
- 22.05 An Employee covered under Article 22.04 above, shall have their compensation administered in the higher class as if they were the permanent incumbent in that position.
- 22.06 When an Employee who has been serving in a temporary promotion for sixty (60) days or less outside the bargaining unit returns to their regular position, their wage rate and anniversary date shall be readjusted to that which would be in effect if they had continuously occupied their regular position. Previously earned seniority will not be affected.
- 22.07 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 and posted in accordance with Article 21.

22.08 In cases of permanent promotion within the bargaining unit, the successful candidate shall be placed on a trial period of three (3) months. An Employee serving a trial period shall be evaluated in writing after six (6) weeks from the date of the promotion and at the end of the trial period. Conditional on satisfactory service, the Employee shall be confirmed in the position at the successful completion of the three (3) month trial period.

If the promotion is outside of the bargaining unit and the Employee returns or is returned to their former position, their seniority shall restart based on their day of return to the position. An Employee temporarily promoted outside the bargaining unit will not be charged union dues and will not receive Union representation for their out-of-scope position.

If a promoted or transferred Employee at their option or the decision of the Employer should be returned to their former classification during the trial period, any other Employee so affected by this Clause will be returned to their previous classification and their previous wage rate, increment date and accrued seniority reinstated.

22.09 An Employee who is promoted to a higher-level classification shall receive a minimum of five percent (5%) of their current wage rate or the minimum wage rate of the pay range applicable to the higher classification, whichever is greater, provided that the maximum wage rate applicable to the higher class is not exceeded.

## **ARTICLE 23 - PAYMENT OF WAGE RATES AND ALLOWANCES**

23.01 The Employer shall pay wage rates semi-monthly, for all hours worked in the previous half (½) month and in accordance with the Schedule "A" attached hereto and forming part of this Collective Agreement.

*Note: Article 23.02 does not apply to Casual and Temporary Employees*

23.02 Once they have the required qualifications, Employees hired at a lower classification will progress through the succeeding higher levels, at no less pay than previously received, as follows:

- Youth & Family Counsellor (YFC) trainee moves to YFC I upon attainment of a Diploma/Degree in Social Sciences, Child Care or other field deemed relevant by the Employer.
- YFC I moves to YFC II provided educational requirements are met and upon completion of four (4) years experience which includes the experience the Employee brought to Wood's Homes and deemed relevant by the Employer at time of hiring.

- School Support Counsellor I (SSC I) moves to SSC II provided educational requirements are met and upon completion of four (4) years experience which includes the experience the Employee brought to Wood's Homes and deemed relevant by the Employer at time of hiring. Existing Employees already in the SSC II position without the educational requirements will remain as grandfathered in the position.
- Crisis Counsellor I (CC I) moves to CC II upon attainment of a Master's Degree.
- Family Support Counselor I (FSC I) moves to FSC II upon attainment of a Master's Degree.
- Accounting Clerk moves to Accounting Assistant upon formal enrolment in a third level professional accounting designation program.
- Maintenance Worker moves to Maintenance Worker – Trade upon attainment of a Trade Journeyman certification in a trade utilized by the Employer.

23.03 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.

23.04 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.

23.05 Without prejudice, Wood's Homes reserves the right to provide an incentive merit bonus to the unionized Employees of Wood's Homes at its sole discretion and calculation. At no point shall this merit bonus be applied to the wage rate of any individual.

*Note: Article 23.06 does not apply to Casual and Temporary Employees*

23.06 a) Wage rate increases of not less than two and one-half percent (2½%) shall be awarded on their anniversary date.

b) Employees demonstrating satisfactory work performance in their yearly performance review shall receive merit increases of not less than two and one-half percent (2½%) on their anniversary date.

c) Such adjustment shall at no time increase a wage rate beyond the maximum wage rate for the applicable wage rate range.

## **ARTICLE 24 - NIGHT SHIFT PREMIUMS**

Employees will be paid a shift premium of three dollars (\$3.00) per hour for all hours worked between 11:00 pm and 7:00 am.

## **ARTICLE 25 - NEW OR CHANGED CLASSIFICATIONS**

*Note: Article 25 in its entirety does not apply to Casual Employees*

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) Where no agreement is reached in respect to the pay rates referred to in 25.02 b) above, the Union or the Employer may submit the unresolved issue(s) to an Arbitration Board of Adjudication.
- d) 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.
- e) One party's request for arbitration of the unresolved issue(s) referred to in 25.02 c) above, must be submitted to the other party, in writing, within thirty (30) calendar days of the date on which the meeting was held to discuss the new or changed class level(s) affecting compensation.
- f) The procedures, powers, limitations and effect of the Arbitration Board referred to in 25.02 c) above, shall be the same as those contained in Articles 10.05, 10.06 and 10.07.

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 thirty (30) days to review the request. Employees may elect to have a Union representative present.
- c) within fifteen (15) days of this review the Employer will advise the Employee of the decision on their application.

If the Employee disagrees with the decision, they may initiate a grievance under the Grievance Procedure, Article 10 up to Mediation (Level 4).

- 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**

*Note: Article 26 in its entirety does not apply to Casual or Temporary Employees*

26.01 The Employer will maintain an Employee benefits program consisting of the following elements:

<b>Benefit</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>
i) Long Term Disability (to age 65)	100%	
ii) Short Term Disability (to age 67)	100%	
iii) Life Insurance One time (1x) annual earnings to a maximum benefit of one hundred and fifteen thousand dollars (\$115,000) (benefit reduced by 50% at age 65, and stops at age 67)	100%	
iv) Accidental Death & Dismemberment Insurance Plan One time (1x) annual earnings to a maximum benefit of one hundred and fifteen thousand dollars (\$115,000) (benefit reduced by 50% at age 65, and stops at age 67)	100%	
v) Alberta Health Care Insurance Plan	100%	
vi) Extended Health Benefits (Including vision) (no age restriction)		100%
vii) Dental Plan including 100% Class 1 coverage (no age restriction) <ul style="list-style-type: none"> <li>• Single</li> <li>• Family</li> </ul>	50%	100% 50%
viii) Employee and Family Assistance Program (EFAP) (no age restriction)		100%
ix) Critical Illness (retirement or age 67)		100%
x) Pension Plan (December of age 71)	as per registered pension plan	

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

Permanent Part-time Employees working less than twenty (20) hours per week are excluded from this Article.

- a) Participation of Employees in the plans listed in Article 26.01, paragraph i) – x) above, is a condition of employment for all eligible permanent Employees.
- b) An Employee on leave of absence, may opt out in accordance with benefit provider rules by providing notice in writing for the period of their absence. Employees wishing to maintain benefits while on leave are required to provide either postdated cheques or proof of scheduled email money transfers dated for the first day of the month covered. Should there be a lapse of Employee premium payments for more than one (1) month, benefits will be cancelled for the remainder of the leave.
- c) Employees may opt out of the Extended Health and Dental Benefits Plan if they have coverage elsewhere.

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:

<b><u>TIME OF EMPLOYEE INJURY:</u></b>	<b><u>SUBSIDY:</u></b>
The first (1 <sup>st</sup> ) year of employment	100% of the difference for each of the first fifteen (15) work days on Workers' Compensation
The second (2 <sup>nd</sup> ) year of employment	100% of the difference for each of the first twenty (20) work days on Workers' Compensation.
The third (3 <sup>rd</sup> ) and fourth (4 <sup>th</sup> ) year	100% of the difference for each of the first forty (40) of employment work days on Workers' Compensation.
The fifth (5 <sup>th</sup> ) year of employment	100% of the difference for each of the first fifty (50) work days on Workers' Compensation.
The sixth (6 <sup>th</sup> ) and subsequent years of employment	100% of the difference for each of the first seventy (70) work days on Workers' Compensation.

26.04 Employees using the total benefit provided in Article 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 Article 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 - PERSONAL EFFECTS**

- 27.01 Where an Employee, because of the action of a client, suffers damage to or loss of eye glasses, false teeth, a watch, clothing or other personal effects usually carried to work by the Employee in the performance of their duties, the Employee shall be reimbursed for the full replacement cost when accompanied by an incident report and approval of the manager.

Given the nature of the workplace, designer/high end articles may not be acceptable work effects and may not be eligible for full replacement cost.

## **ARTICLE 28 - OCCUPATIONAL HEALTH & SAFETY**

- 28.01 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 and will be done within twenty-four (24) hours. 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.
- 28.02 The Employer will establish a Joint Occupational Health and Safety Committee consisting of the Safety Officer, two management designates, and three Employee representatives designated by the Union. An increase in representative by either party may be implemented by mutual consent.

The mandate of the Joint Occupational Health and Safety Committee will be to review and make recommendations concerning issues of health and safety in the workplace.

- 28.03 All Employees who contract a communicable disease and/or parasitic infection as a result of direct exposure in the workplace will be allowed to leave work for that respective shift without loss of pay to address the infection. Requests for further time will not be unreasonably denied. Where appropriate, the Employee(s) will be provided with appropriate treatment at the expense of the Employer.

All Employees will be offered access to Hepatitis “B” immunization upon employment. At the time of offer, they will also be provided with information on potential side effects. The cost of immunization will be paid by the Employer for all full-time, part-time and temporary Employees and equally shared between the Employer and casual Employees. Failure to complete the immunization protocol in its entirety will result in the cost of the immunization to be deducted from the participating Employees pay.

28.04 The Employer agrees to conduct an ergonomic assessment where medically prescribed.

28.05 The work of Wood’s Homes requires an understanding of the nature of youth who have experienced severe trauma. This nature may show itself in disruptive, aggressive and/or violent verbal and physical behavior.

The Employer takes its responsibility in promoting a safe, violence-free workplace very seriously. The Employer shall provide mandatory training in procedures for handling potentially violent situations to all staff.

For the purpose of this Article, workplace aggression and violence means any incident(s) considered to be an act of violence as per the Alberta Occupational Health and Safety Act.

To mitigate risk and activate a prompt response any staff involved in a serious incident where bodily or psychological harm occurs will:

- i) Immediately seek safety for all staff and clients present;
- ii) Contact supervisor, on/call manager or other appropriate authority;
- iii) The Employee will be evaluated and if necessary shall be sent home to recover with no loss of wages for the remainder of their shift. If necessary, transportation will be provided to ensure that the employee arrives at the hospital or home safely;
- iv) Case-dependent activation of city emergency response (911) where extreme risk or danger is present.

In conjunction with this, in the event of extreme risk and/or unavoidable violence, involved staff will be supported to address issues stemming from the incident. This support is incident specific and may include:

- i) Immediate isolation from incident
- ii) Physical and mental health first aid
- iii) Individual and group debriefing
- iv) Other individual and group measures commensurate with the nature and impact of the incident



- v) Access to all indicated and appropriate employee insurance coverage (WCB, EFAP)

All serious incidents will be reported to the Joint Occupational Health and Safety Committee. The Committee will review incidents and where warranted make recommendations regarding policy, training and/or other possible remedies to Wood's Homes.

#### 28.06 Duty to Accommodate

The Employer has an obligation to ensure fair, non-discriminatory treatment of all Employees.

The Employer is committed to supporting Employee accommodation and working cooperatively with the Union and the Employee in compliance with the *Alberta Human Rights Act*.

The goal of accommodation is to recognize Employee's capabilities and to reasonably remove barriers to returning to, or remaining at, work.

#### 28.07 Working Alone

Wood's Homes commitment to Safety is central to its service and mission. Wood's Homes adheres to provincial responsibilities and guidelines within the Occupational Health and Safety Act, Regulation and Code. Wood's Homes is committed to meeting or exceeding Occupation Health and Safety Legislation at all times, including when Employees are working alone. Every effort is made to ensure hazards are identified and remediated, lines of communication and support established, and other safety measures are in place. All Employees, union and management will adhere to safe work practices, will share responsibility to create and maintain a safe work environment and follow safety rules, routines and procedures.

The parties agree that staff working residential or other high-risk environments shall become a standing agenda item for discussion at each labour management meeting in order to mitigate risk.

- 28.08 In the event of any unforeseen variables or issues that may arise as a result of a pandemic, outbreak, or infectious disease, Wood's Homes and the Union will work collaboratively to address identified concerns.

### **ARTICLE 29 – TRAINING & REGISTRATION**

- 29.01 a) The Employer will provide training deemed required by the position, including re-certifications, 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 necessary arrangements.

An Employee who fails their required certification or re-certification training two (2) consecutive times will re-take the training on their own time.

The Employer agrees to reimburse all Employees who take an Advanced Road Test for a Class 5 license, \$90.00. The Employee must provide proof of payment to the Employer. This offer will be available up to and including September 30, 2021. The \$90.00 reimbursement will apply to the Employee's first Advanced Road Test. No financial assistance will be provided for subsequent attempts.

- 29.01 b) Employees who are given written notice of at least one (1) month of their need for re-certification who then fail to sign up in time and therefore must take full re-certification, will receive pay compensation in accordance with the time required for re-certification, not full certification. Any additional required days/hours will be unpaid leave. In the event the Employee does sign up for re-certification and the re-certification course/program is cancelled or the Employee has a reasonable explanation for not completing the re-certification (i.e. request from Employer to withdraw, illness, bereavement), the Employee will receive pay compensation for the full certification.

*Note: Article 29.02 does not apply to Casual and Temporary Employees*

- 29.02 Employees required by the Employer to attend training seminars shall receive regular wages for all hours in attendance at said training.

*Note: Article 29.03 does not apply to Casual and Temporary Employees*

- 29.03 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 11 - Hours of Work, and Article 12 - Overtime.

- 29.04 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.

*Note: Article 29.05 does not apply to Casual and Temporary Employees*

- 29.05 In recognition that professional development is an integral component of Wood's Homes, the Employer shall post notices of available training workshops, courses and seminars to provide Employees with opportunities for personal and professional growth.

Leave for professional development must be requested in writing by the Employee and approved by the Director. Financial assistance from the Employer may vary from time off to all or part of the expenses being covered.

Approval for professional development opportunities and financial assistance will be administered by the Employer as fairly as possible between Employees.

*Note: Article 29.06 does not apply to Casual and Temporary Employees*

29.06 In recognition of professional development and the importance of registration within required professions, the Employer will reimburse full payment of registration fees for Employees with four (4) years employment or more, and fifty percent (50%) of payment of fees for employees with two (2) years' employment or more upon submission of proof of payment.

## **ARTICLE 30 - GENERAL CONDITIONS**

- 30.01 Proper space shall be provided by the Employer for Employees to eat their meals and to change and store their clothes.
- 30.02 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 by the Employer.
- 30.03 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 in the file and the response will become part of the permanent record.

## **ARTICLE 31 - PRINTING OF AGREEMENTS**

- 31.01 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.
- 31.02 Each party further agrees to pay the full cost of printing additional copies that they individually order.
- 31.03 The Employer agrees to distribute a printed copy of the new Collective Agreements to each member of the bargaining unit within 30 days of ratification.
- 31.04 All new employees will be provided a printed copy of the most recent Collective Agreement at onboarding.

## **ARTICLE 32 - TERM OF AGREEMENT**

- 32.01 This Collective Agreement shall be in full force and effect from October 1, 2020 to September 30, 2023 and shall remain in effect thereafter until a replacement Collective Agreement is established under the Alberta Labour Relations Code or the right to strike or lock-out occurs, whichever occurs first.
- 32.02 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.
- 32.03 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.

## **ARTICLE 33 - LABOUR MANAGEMENT COMMITTEE**

- 33.01 The Employer and the Union agree to establish a Labour Management Committee to facilitate constructive dialogue on matters of mutual interest between the Employer and the Union. It will exchange views on issues related to the workplace, promote a positive workplace environment and encourage open communication.

It will not deal with issues and concerns that are:

- a) Normally subject to collective bargaining; or
- b) Matters that are subject to other established consultative or legislated processes;

Nor is it meant to replace the normal grievance procedure as set out in Article 10.

The Committee will be advisory in nature only and will not have decision making powers. It shall not have any authority to alter, amend, add to or modify this Agreement.

Each Party will select two (2) members who will be appointed for one (1) year renewable terms.

The Committee will meet at least once every four (4) months and will alternate chairing the meetings. Agenda items will be recommended by committee members.

LETTER OF UNDERSTANDING #1

BETWEEN

WOOD'S HOMES

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731

**RE: LEAVE TO WORK FOR THE UNION**

---

As per Article 17 of the Collective Agreement, the Employer agrees to grant unpaid Union leave for Employees to work for the Union.

This letter of understanding shall expire sixty (60) days prior to the expiration of the Collective Agreement.

SIGNED ON BEHALF OF  
WOOD'S HOMES

  
[peter wittig \(Jan 25, 2022 17:07 MST\)](#)

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Jan 25, 2022

DATE

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

  
[Gari Lehmann \(Jan 25, 2022 14:18 MST\)](#)

---

Jan 25, 2022

DATE

LETTER OF UNDERSTANDING #2

BETWEEN

WOOD'S HOMES

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731

**RE: JOINT BENEFITS COMMITTEE**

---

The employer agrees to facilitate a Joint Benefits Committee that will meet on an adhoc basis for the purposes of discussing and/or reviewing the benefits as described in Article 26 of this agreement.

This Letter of Understanding shall expire sixty (60) days prior to the expiration of the Collective Agreement.

SIGNED ON BEHALF OF  
WOOD'S HOMES

[Redacted Signature]

[peter wittig \(Jan 25, 2022 17:07 MST\)](#)

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

[Redacted Signature]

[Garrick Lehmann \(Jan 25, 2022 14:18 MST\)](#)

Jan 25, 2022

DATE

Jan 25, 2022

DATE

**SCHEDULE "A" - WAGE RATES**

<b>October 1, 2020 – September 30, 2022</b>		
<b>PROGRAM</b>	<b>Minimum</b>	<b>Maximum</b>
Clinician	29.84	43.05
Clinician Provisional	23.88	24.84
Residential Clinician Practitioner	24.61	34.50
Senior Clinician	32.80	46.14
Counsellor, Crisis I	22.31	30.98
Counsellor, Crisis II	24.61	34.14
Counsellor, School Support I	20.12	27.40
Counsellor, School Support II	21.62	29.66
Counsellor, Youth & Family Trainee	16.85	21.99
Counsellor, Youth & Family I	20.12	27.40
Counsellor, Youth & Family II	21.62	29.66
Counsellor, Youth & Family Senior	22.34	30.98
Counsellor, Youth & Family I, Fort McMurray	24.98	33.27
Counsellor, Youth & Family II, Fort McMurray	26.10	34.98
Counsellor, Youth Employment	21.62	29.66
Cook		16.01
Culinary Chef	21.62	29.66
Family Support Counsellor I	22.31	30.98
Family Support Counsellor II	24.61	34.14
Foster Care Support Worker	22.31	30.98
Nurse	27.42	38.30
Transportation Coordinator	21.04	30.44
Transportation - Family Support Associate	15.15	17.17
Transportation - Field Support Staff		15.15
<b>SUPPORT SERVICES</b>		
*Administrative Support I	15.48	21.88
*Administrative Support II	19.25	26.03
*Accounting Clerk	19.44	25.30
*Accounting Assistant **	21.63	31.53
Caretaker	16.68	21.78
Communication Coordinator	20.18	29.41
Community Engagement Coordinator	20.18	29.41
Data Analyst	21.04	27.75
IT Support Assistant	19.25	26.03
IT Support Technician	20.18	29.41
IT Database Administrator	26.16	35.38
IT Network Specialist	26.16	35.38
Maintenance Worker	17.43	24.85
Maintenance Worker - Trade	20.18	29.41
Maintenance Support - Dispatcher	20.18	29.41
Online Engagement Coordinator	20.18	29.41
Researcher	29.84	43.05
Research Assistant	21.04	30.44

Note that any rate at the minimum standard will change concurrently with the Employment Standard.

\* These classifications work thirty-seven and one half (37 ½) hours per week; all others work forty (40) hours per week

\*\* Green circle this position until comparative to market

<b>October 1, 2022 (0.5% INCREASE)</b>		
<b>PROGRAM</b>	<b>Minimum</b>	<b>Maximum</b>
Clinician	29.99	43.27
Clinician Provisional	24.00	24.96
Residential Clinician Practitioner	24.73	34.67
Senior Clinician	32.96	46.37
Counsellor, Crisis I	22.42	31.13
Counsellor, Crisis II	24.73	34.31
Counsellor, School Support I	20.22	27.54
Counsellor, School Support II	21.73	29.81
Counsellor, Youth & Family Trainee	16.93	22.10
Counsellor, Youth & Family I	20.22	27.54
Counsellor, Youth & Family II	21.73	29.81
Counsellor, Youth & Family Senior	22.45	31.13
Counsellor, Youth & Family I, Fort McMurray	25.10	33.44
Counsellor, Youth & Family II, Fort McMurray	26.23	35.15
Counsellor, Youth Employment	21.73	29.81
Cook		16.09
Culinary Chef	21.73	29.81
Family Support Counsellor I	22.42	31.13
Family Support Counsellor II	24.73	34.31
Foster Care Support Worker	22.42	31.13
Nurse	27.56	38.49
Transportation Coordinator	21.15	30.59
Transportation - Family Support Associate	15.23	17.26
Transportation - Field Support Staff		15.23
<b>SUPPORT SERVICES</b>		
*Administrative Support I	15.56	21.99
*Administrative Support II	19.35	26.16
*Accounting Clerk	19.54	25.43
*Accounting Assistant **	21.74	31.69
Caretaker	16.76	21.89
Communication Coordinator	20.28	29.56
Community Engagement Coordinator	20.28	29.56
Data Analyst	21.15	27.89
IT Support Assistant	19.35	26.16
IT Support Technician	20.28	29.56
IT Database Administrator	26.29	35.56
IT Network Specialist	26.29	35.56
Maintenance Worker	17.52	24.97
Maintenance Worker - Trade	20.28	29.56
Maintenance Support - Dispatcher	20.28	29.56
Online Engagement Coordinator	20.28	29.56
Researcher	29.99	43.27
Research Assistant	21.15	30.59

Note that any rate at the minimum standard will change concurrently with the Employment Standard.

\* These classifications work thirty-seven and one half (37 ½) hours per week; all others work forty (40) hours per week

\*\* Green circle this position until comparative to market



<b>April 1, 2023 (0.5% INCREASE)</b>		
<b>PROGRAM</b>	<b>Minimum</b>	<b>Maximum</b>
Clinician	30.14	43.48
Clinician Provisional	24.12	25.09
Residential Clinician Practitioner	24.86	34.85
Senior Clinician	33.13	46.60
Counsellor, Crisis I	22.53	31.29
Counsellor, Crisis II	24.86	34.48
Counsellor, School Support I	20.32	27.67
Counsellor, School Support II	21.84	29.96
Counsellor, Youth & Family Trainee	17.02	22.21
Counsellor, Youth & Family I	20.32	27.67
Counsellor, Youth & Family II	21.84	29.96
Counsellor, Youth & Family Senior	22.56	31.29
Counsellor, Youth & Family I, Fort McMurray	25.23	33.60
Counsellor, Youth & Family II, Fort McMurray	26.36	35.33
Counsellor, Youth Employment	21.84	29.96
Cook		16.17
Culinary Chef	21.84	29.96
Family Support Counsellor I	22.53	31.29
Family Support Counsellor II	24.86	34.48
Foster Care Support Worker	22.53	31.29
Nurse	27.69	38.68
Transportation Coordinator	21.25	30.75
Transportation - Family Support Associate	15.30	17.34
Transportation - Field Support Staff		15.30
<b>SUPPORT SERVICES</b>		
*Administrative Support I	15.64	22.10
*Administrative Support II	19.44	26.29
*Accounting Clerk	19.63	25.55
*Accounting Assistant **	21.85	31.85
Caretaker	16.85	22.00
Communication Coordinator	20.38	29.70
Community Engagement Coordinator	20.38	29.70
Data Analyst	21.25	28.03
IT Support Assistant	19.44	26.29
IT Support Technician	20.38	29.70
IT Database Administrator	26.42	35.73
IT Network Specialist	26.42	35.73
Maintenance Worker	17.60	25.10
Maintenance Worker - Trade	20.38	29.70
Maintenance Support - Dispatcher	20.38	29.70
Online Engagement Coordinator	20.38	29.70
Researcher	30.14	43.48
Research Assistant	21.25	30.75

Note that any rate at the minimum standard will change concurrently with the Employment Standard.

\* These classifications work thirty-seven and one half (37 ½) hours per week; all others work forty (40) hours per week

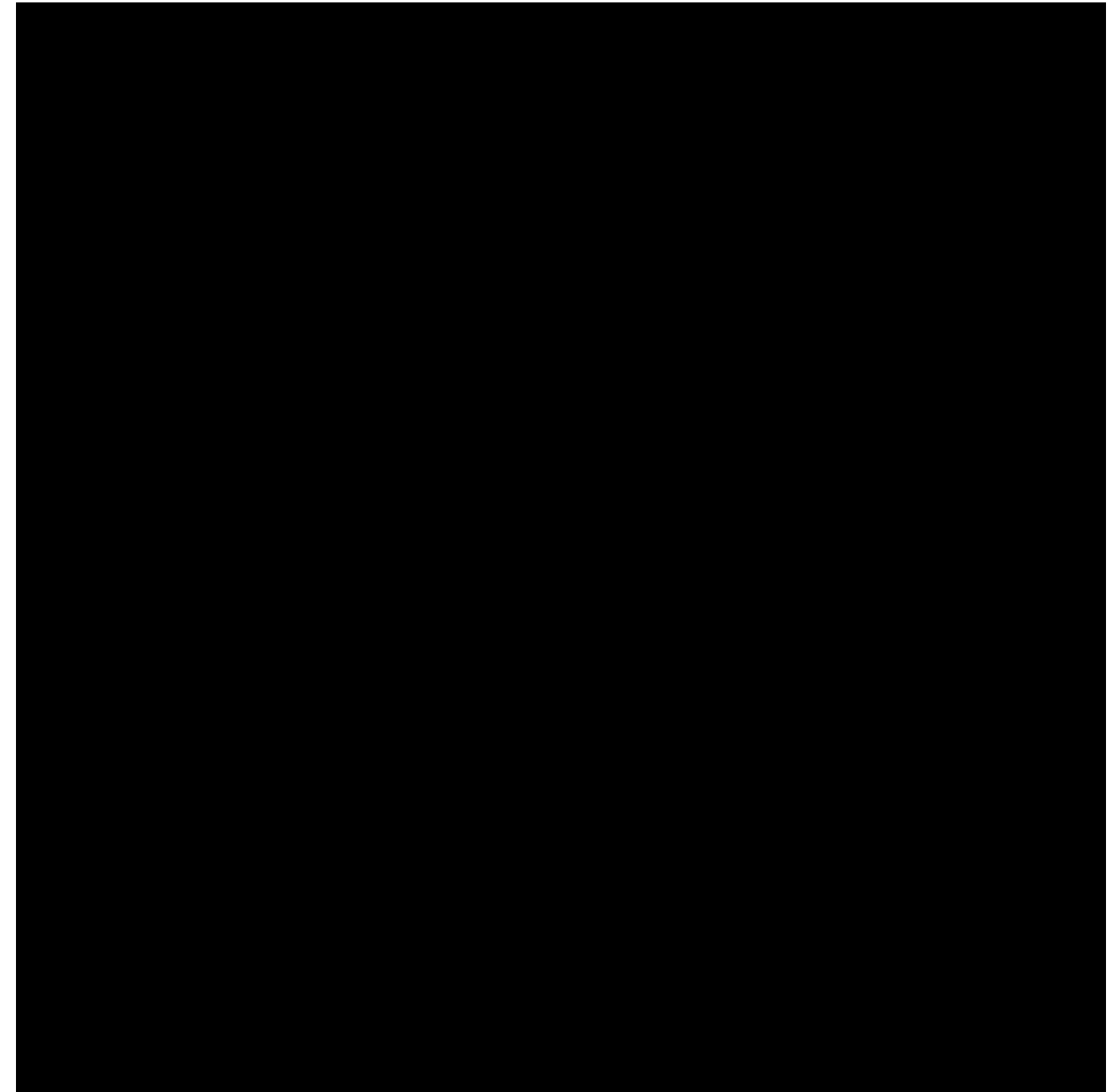
\*\* Green circle this position until comparative to market

# Final\_for\_Signature\_L4731\_Wood's\_Homes\_CA \_2023\_2022\_01\_25

Final Audit Report

2022-01-28

Created:	2022-01-25
By:	Kelly Bateman (kbateman@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9c2F403HyrErQzqNYO-GuXfKJcG3E4NA





✔ Agreement completed.

2022-01-28 - 3:35:13 PM GMT