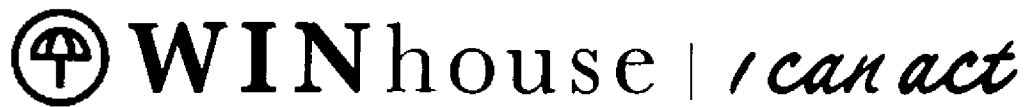


COLLECTIVE AGREEMENT

between

EDMONTON WOMEN'S SHELTER LTD.



and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3341



October 1, 2022 to September 30, 2025

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PREAMBLE

The purpose of this Agreement is to:

- (1) Work together supporting a common commitment to assisting individuals and families who are experiencing the effects of violence to work towards a lifestyle free-of-abuse;
- (2) Maintain a harmonious, transparent, truthful, respectful, and cooperative relationship between the Employer and the Union;
- (3) Provide an amicable, efficient means of settling differences which may arise between the Employer and the Union;
- (4) Promote the mutual interest of the Employer and Union;
- (5) Work together to develop and maintain the best possible service delivery to clients;
- (6) Pledge to promote the morale, well-being, security, and safety of all Employees in the bargaining unit of the Union.

ARTICLE 1 – MANAGEMENT RIGHTS

- 1.01 The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by the Agreement, are retained solely and exclusively by the Employer.

ARTICLE 2 – DEFINITIONS

- 2.01 (a) A "Permanent Employee" is an Employee hired who works regularly scheduled hours of work/shifts on a full-time or part-time basis.
- (i) A "Full-time Employee" is an Employee who is regularly scheduled to work an average of thirty-eight (38) hours per week and up to forty-four (44) hours per week averaged over a pay period.
 - (ii) A "Part-time Employee" is an Employee who is regularly scheduled to work less than an average of thirty-eight (38) hours per week averaged over a pay period.
 - (iii) "Pay Period" shall be defined as a fourteen (14) calendar day period commencing on Sunday and ending on Saturday concurrent with time sheet dating.
- (b) A "Temporary Employee" is an Employee who is hired for a specific position on a full-time or part-time basis for a period of time not less than ninety (90) days and not greater than twenty-four (24) months.

A Temporary Employee may be extended in the event they are in the position due to a Permanent Employee being on an extended leave of absence.

"Temporary Vacancy" means a vacancy made temporarily vacant due to the absence of a Permanent Employee or for a specific job for under ninety (90) days.

"Temporary Position" means a temporary vacancy due to the absence of a Permanent Employee or is an additional position.

The duration of a temporary position shall be greater than ninety (90) days and shall not exceed twenty-four (24) months.

A Temporary Employee does not have a continuing employment relationship with the Employer.

A Temporary Employee shall be classified as a Permanent Employee upon acceptance of an offer of a Permanent Position at which time, seniority shall date back to the last date of hire. The Employee will be subject to all rights and benefits of a Permanent Employee.

A Temporary Employee will progress on the wage grid in accordance with Appendix "A."

- (c) A "Casual Employee" is an Employee who is hired to work on an irregular or call-in basis to perform work made available as a result of sickness, injury, vacation, holiday, personal leave, any other approved leave of absence, or to perform specific work for a period of up to ninety (90) days.
- (d) A "Probationary Employee" is any Employee who has not completed the probation period specified in Article 15.08.
- (e) "Vacation" means annual vacation with pay.
- (f) "Layoff" means a reduction in the workforce or reduction in hours of work.
- (g) "Continuous Service" shall mean the period of time since an Employee's last date of hire with the Employer not interrupted by any of the events specified in Articles 13.03 and 14.03.

ARTICLE 3 – RECOGNITION AND APPLICATION

3.01 The Employer recognizes the Union as the sole and exclusive agent for all Employees included within the scope of Certificate #22-89, issued by the Labour Relations Board of Alberta except for the Executive Assistant, Human Resources and Finance Staff, the Executive Director, Director of Shelter Operations, Shelter Managers, the Fund Development Team with the exception of the Donor Data Specialist/Office Coordinator.

- 3.02 This Agreement applies to an Employee appointed to a permanent full-time and part-time position, (as defined in Article 15 herein). Except where otherwise stated, this Agreement shall be applied on a pro-rata basis to part-time Employees, based on number of hours worked.
- 3.03 This Agreement applies to casual Employees, except for Articles 14.01(a), 15.05, (casual Employees are eligible to apply for posted positions), 16.01 through 16.04, 17.03, 17.04, 17.06, 19.02, 19.03, 20.01, 20.02, 21.01 through 21.03, 22.01 - 22.04, 22.09, 22.10, 25.01-25.05.

Article	Title (Clause Title if there is one)
14.01(a)	Seniority and Probation (Permanent Employees)
15.05	Recruitment, Promotions, Trial Period, Probation and Transfers (Trial Period)
16.01	Lay off and Recall (Layoffs)
16.02	Lay off and Recall (Displacement)
16.03	Lay off and Recall (Recall)
16.04	Lay off and Recall
17.03	Hours of Work (Scheduling)
17.04	Hours of Work (Scheduling)
17.06	Hours of Work (Scheduling)
19.02	Statutory Holidays
19.03	Statutory Holidays
20.01	Annual Vacation
20.02	Annual Vacation
21.01	Illness Leave
21.02	Illness Leave (Eligibility)
21.03	Illness Leave (Supplementary Benefit Plan – Permanent Full-time Employees)
22.01	Leaves of Absence
22.02	Leaves of Absence
22.03	Leaves of Absence (Bereavement Leave)
22.04	Leaves of Absence (Bereavement Leave)
22.09	Leaves of Absence (Educational Leave)
22.10	Leaves of Absence (Personal Leave)
25.01	Employee Benefit Plans
25.02	Employee Benefit Plans
25.03	Employee Benefit Plans
25.04	Employee Benefit Plans
25.05	Employee Benefit Plans (Multi-Sector Pension Plan)

3.04 This Agreement applies to temporary Employees, except for Articles 13.01, 13.03 14.01, 15.05, 16.01 through 16.04, 17.03, 19.03 through 19.04, 20.01 through 20.03, 21.01 through 21.03, 22.07, 22.09 and 25.01 through 25.05.

Article	Title (Clause Title if there is one)
13.01	Termination of Employment (Required Notice of Resignation or Retirement)
13.03	Termination of Employment (Minimum Work – Casual Crisis Intervention Workers)
14.01	Seniority and Probation
15.05	Recruitment, Promotions, Trial Period, Probation and Transfers (Trial Period)
16.01	Lay off and Recall (Layoffs)
16.02	Lay off and Recall (Displacement)
16.03	Lay off and Recall (Recall)
16.04	Lay off and Recall
17.03	Hours of Work
19.03	Statutory Holidays
19.04	Statutory Holidays
20.01	Annual Vacation
20.02	Annual Vacation
20.03	Annual Vacation
21.01	Illness Leave
21.02	Illness Leave (Eligibility)
21.03	Illness Leave (Supplementary Benefit Plan – Permanent Full-time Employees)
22.07	Leaves of Absence (Unpaid Leave)
22.09	Leaves of Absence (Educational Leave)
25.01	Employee Benefit Plans
25.02	Employee Benefit Plans
25.03	Employee Benefit Plans
25.04	Employee Benefit Plans
25.05	Employee Benefit Plans (Multi-Sector Pension Plan)

ARTICLE 4 –NON-DISCRIMINATION AND HARASSMENT

4.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination against Employees by reason of age; race; creed; colour; place of origin; political or religious belief; gender; gender expression; gender identity; sexual orientation; marital status; physical or mental disability except to the extent permitted by law as a bona fide occupational requirement; source of income; ancestry; family status; or membership, non-membership, or activity in the Union.

4.02 No Harassment

The Employer and the Union recognize the right of Employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.

To this end, the Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity (see Appendix B). The policy will be accessible to staff and will outline expectations and consequences of inappropriate behaviour. The policy contains a complaint process, investigation process, a conclusion and appeal process.

4.03 The parties agree to make reasonable efforts to accommodate Employees to the point of undue hardship.

ARTICLE 5 – NO STRIKE / LOCKOUT

5.01 Neither the Union, representative(s) of CUPE nor any of the Employees will, during the term of this Agreement, cause, threaten or engage in any strike contrary to the Labour Relations Code of Alberta (or equivalent future legislation).

5.02 The Employer will not, during the term of this Agreement, cause, threaten or engage in any lockout contrary to the Labour Relations Code of Alberta (or equivalent future legislation).

5.03 The terms "strike" and "lockout" in this Agreement have the same meaning as they do in the Labour Relations Code of Alberta (or equivalent future legislation).

ARTICLE 6 – UNION MEMBERSHIP

6.01 Membership in the Union shall be compulsory for all Employees except those excluded in Article 3.01. New Employees shall, as a condition of employment, join the Union within thirty (30) days of commencing employment and remain members in good standing.

ARTICLE 7 – UNION DUES

7.01 The Employer shall deduct during each scheduled pay period, the amount of Union dues and assessments assessed or levied by the Union for all Employees from time to time.

7.02 The Employer shall remit Union dues deducted from the pay of all Employees to the Secretary-Treasurer of the National Union by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be corrected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form showing classification, amount of Union dues deducted, name, email address and phone number.

- 7.03 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated in writing to the EWS Ltd payroll department at least thirty (30) days prior to the effective date of the change.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of the Article.

ARTICLE 8 – UNION BUSINESS

- 8.01 The Employer agrees to acquaint prospective Employees who are granted an interview with the fact that a Union Agreement is in effect and with the conditions of employment set out in Articles dealing with Union Security and Dues Check-Off.
- 8.02 An Employee representative of the Union shall have the right to make a presentation of up to fifteen (15) minutes without loss of pay at the orientation of new Employees. The Union Steward will introduce themselves to new Employees and will provide new Employees with a copy of this Agreement.
- 8.03 Union representatives shall endeavor to conduct all Union business outside of their regular hours of work. Where it is unreasonable to do so, a request to the Employer will be made in advance and noted on the Employee's timecard. All Union business, excepting time spent in meetings with the Employer during Labour Management meetings, Health and Safety meetings, and disciplinary or grievance meetings where the Employer is also in attendance will be invoiced and fully reimbursed by the Union.

No unreasonable requests to conduct Union business during working hours and on the Employer's time will be denied.

ARTICLE 9 – UNION REPRESENTATIVES

- 9.01 The Employer shall not bargain with or enter into any Agreement with an Employee or group of Employees in the bargaining unit. The Union will supply the Employer with the names of its Officers and Stewards. Likewise, the Employer shall supply the Union with a list of its administrative and management personnel with whom the Union may be required to transact business. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.
- 9.02 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. Representatives of the Union or other advisors must obtain the prior permission of the Executive Director before attending upon the Employer's premises. Permission shall not be unreasonably withheld.

- 9.03 Any representative of the Union, to a maximum of two (2) members per committee, who is in the employ of the Employer, shall have the right to attend Labour Management, Collective Bargaining, Strike, and Joint Health and Safety Committee meetings held with the Employer during regular business office hours, or at any other time mutually agreed upon by the parties, with remuneration. The Union shall have the right to have a CUPE National Representative at these meetings as well. More members may be added by mutual agreement by the Parties.
- 9.04 Union Officer(s) or Shop Steward(s) up to a maximum of two (2) shall be entitled to leave work during working hours to process grievances, up to and including arbitration, with no loss of pay. Permission to leave work during working hours for such purposes shall first be obtained by the Director of Shelter Operations or Executive Director, but permission shall not be unreasonably withheld.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 A grievance for the purposes of this Agreement is any difference arising as to the interpretation, application, operation, contravention or alleged contravention of this Agreement.
- 10.02 At each step of the grievance procedure the Grievor shall have the right to be present and shall have the right to elect to involve a representative of the Union.
- 10.03 In this Article and Article 11, the word "days" means consecutive calendar days, excluding Saturdays, Sundays and holidays named in Article 19 of this Agreement.
- 10.04 Problem Solving

Prior to any grievance being filed, the Parties will meet to discuss the matter with the intent of trying to resolve it. Should the matter fail to be resolved, a grievance may be filed and timelines will begin with the end of problem solving.

10.05 STEP 1

Either party may serve notice, in writing or formally via email, on the other to commence the formal grievance procedure.

The Union shall present a grievance in writing or formally via email to the Director of Shelter Operations or their designate within ten (10) days from the occurrence of the incident giving rise to the grievance. The grievance shall specify the nature of the complaint, Articles of this Agreement alleged to have been violated and redress sought. The Director of Shelter Operations or their designate shall arrange a meeting to hear the grievance within ten (10) days receipt of the grievance.

The Director of Shelter Operations or their designate shall reply in writing within ten (10) days of the meeting at Step 1.

10.06 **STEP 2**

If the grievance is not settled at Step 1, the Union and the aggrieved Employee shall present the grievance in writing or formally via email to the Executive Director within ten (10) days of receipt of the reply from the Director of Shelter Operations. The Executive Director shall meet to hear the grievance within ten (10) days of its receipt at Step 2, and shall reply to the grievance in writing within ten (10) days of the meeting at Step 2.

10.07 **STEP 3**

If the grievance is not settled at Step 2, the Union may refer the grievance to arbitration by written notice to the Executive Director, within ten (10) days of receipt of the reply of the Executive Director.

- 10.08 A policy grievance may be initiated by the Union or by the Employer where the dispute involves a question of general application or interpretation of the Agreement. Except to avoid a multiplicity of like grievances, a policy grievance shall not include any matter that could have been the subject of an individual grievance.
- 10.09 The Union or the Employer shall present a policy grievance in writing at Step 1 of the Employee grievance procedure as set out herein, within ten (10) days of the occurrence of the incident giving rise to the grievance. Remaining provisions of the Employee grievance procedure will apply to the policy grievances. In the case of an Employer grievance it shall be presented to the President of the Union.
- 10.10 Time periods at any step of the grievance procedure may be extended if mutually agreed to in writing. Requests for extensions will not be unreasonably withheld.
- 10.11 Requirements for grievance meetings may be waived if mutually agreed to in writing.
- 10.12 If the Union represents an Employee in a grievance, the Employer shall not enter into negotiations to settle the grievance, either directly or indirectly with the aggrieved Employee, without the consent of the Union. The Union shall not be bound by any settlement to which it is not a party.
- 10.13 The Employer shall provide meeting facilities for any grievance meeting, during regular business office hours, or at any other time mutually agreed upon by the parties.
- 10.14 Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedure.
- 10.15 All procedures and time limits set out in this Article are mandatory. In the event a grieving party fails to process a grievance within the time limits and in accordance with the procedures set forth herein, the grievance shall be considered finally resolved and abandoned. In the event a party responding to a grievance fails to reply to a grievance at any step within the time limits set forth herein, then the grievance shall be advanced to the next step forthwith.

ARTICLE 11 – ARBITRATION

- 11.01 Written notification of an intent to arbitrate a grievance by one (1) party to this Agreement to the other party shall be sent by email, fax or mail and shall contain that party's nominee to the Board of Arbitration. Within ten (10) days thereafter, the other party shall reply in writing and shall nominate its member to the Board of Arbitration.
- 11.02 The two (2) nominees to the Board of Arbitration shall attempt to agree upon a Chairperson of the Board of Arbitration within ten (10) days of the last nominee's appointment.
- 11.03 In the event either party fails to appoint a nominee within the time permitted by this Article, or the nominees fail to appoint a Chairperson within the time permitted by this Article, then either party may apply to the Director of Mediation Services, Alberta Labour Relations Mediation Services, to appoint a Chairperson.
- 11.04 Each party will bear the expenses of its nominee to the Board of Arbitration; the parties will share equally the fees and expenses of the Chairperson.
- 11.05 If both parties agree in advance, any grievance may be referred to a single arbitrator for resolution in lieu of a three (3) member arbitration board.
- 11.06 Time limits in this Article may be extended, but only by mutual agreement in writing.
- 11.07 All procedures and time limits set out in this Article are mandatory. In the event a grieving party fails to appoint its nominee within the time limit and in accordance with the procedure set forth herein, the grievance shall be considered finally resolved and abandoned. In the event the party responding to a grievance fails to reply by appointing its nominee, or the two (2) nominees fail to appoint a Chairperson within the time limits set forth herein, then the grievance shall still proceed to arbitration and either party can elect to call for an appointment under Article 11.03.
- 11.08 Probationary Employees shall not have recourse to this arbitration procedure, nor may the Union pursue arbitration on their behalf.

ARTICLE 12 – DISCIPLINE

- 12.01 The Employer will discipline Employees only for just cause. The burden of proof of just cause will rest with the Employer.

12.02 An Employee attending a disciplinary meeting will be given the opportunity to be accompanied by a Shop Steward or other Union representative at no additional cost to the Employer. An Employee and the Union, upon consent of the Employee, will be notified of the purpose, particulars, time and place of the meeting. The Employer will inform the Employee of their right to a Union representative and that it is their responsibility to invite and inform them. Should the Employee choose to waive their right to Union representation, a signed waiver will be provided to the Union.

The foregoing shall not apply to meetings of a non-disciplinary nature. If, however, the Employee becomes uncomfortable, the meeting will stop, and the Employee will have the right to continue the meeting with a Union representative present.

12.03 Employees will be advised in writing when disciplinary action is taken against them. The reasons for such action and a copy of such correspondence will be placed on the Employee's personnel file and a copy shall be sent to the Employee. Upon consent of the Employee, a copy shall be sent to the Union within five (5) days of the disciplinary action being taken. The Employer recognizes the value of progressive discipline and where appropriate will provide Employees with written warnings and recommendations for improvement before pursuing more serious disciplinary action.

12.04 An Employee who has been disciplined shall have their personnel file purged of letters of counsel or records of discipline after eighteen (18) months from the first warning providing that during the period no further records of discipline of any kind, similar or otherwise, have been issued. Employees shall receive copies of any records of discipline.

12.05 Access to an Employee's personnel file shall be provided upon written request during normal office hours to the Employee or in the event of a grievance. If requested, the Employee may have a representative of the Union present when reviewing the personnel file.

12.06 No disciplinary documents shall be introduced from a personnel file as evidence in any grievance or arbitration proceeding, unless the Employee and the Union have received a copy in accordance with Article 12.03 of this Agreement.

ARTICLE 13 – TERMINATION OF EMPLOYMENT

13.01 Required Notice of Resignation or Retirement

When providing notice to resign, Employees will provide a minimum of two (2) weeks' notice in writing to Human Resources.

When providing notice to retire, Employees will provide a minimum of four (4) weeks' notice in writing to Human Resources.

13.02 Failure to Report to Work

Failure to report to work, without notice or sufficient reason acceptable to the Employer for three (3) consecutive shifts may be deemed a resignation by the Employer. However, the termination will be rescinded if the Employee demonstrates that special circumstances beyond the Employee's control prevented them from attending to their designated place of work.

13.03 Minimum Work – Casual Crisis Intervention Workers

A Casual Employee may lose all accumulated seniority and be deemed to have terminated their employment if they have not worked for a period of two (2) months within their indicated availability, except while on an approved leave of absence or they provide reasonable cause.

Workshops and in-services shall not be deemed time worked for the purposes of this Article. The onus shall be on the Employee to keep the Employer informed of their availability.

ARTICLE 14 – SENIORITY AND PROBATION

14.01 (a) **Permanent Employees**

Seniority is defined as the length of continuous service in the bargaining unit, measured in hours of work. Continuous service with the Employer prior to certification of the Union shall be included in measuring seniority. Seniority shall operate on a bargaining unit wide basis.

Hours of work shall be inclusive of all Employer paid hours except overtime.

(b) **Casual Employees**

A casual Employee shall accrue seniority based on the number of hours worked, exclusive of overtime.

A casual Employee shall accrue seniority solely for the purpose of status change to a permanent position, only when in competition with other casual Employee(s), and it shall be based on the number of hours worked at the basic rate of pay.

A casual Employee achieving a regular position shall have their seniority credited back to the Employee's number of hours worked from the date of hire as a casual Employee.

14.02 **Seniority List**

The Employer shall maintain a seniority list measured in 14.01(a) and (b) and showing the date each Employee's service commenced and the Employee's total hours worked. An up-to-date seniority list shall be sent to the Union and posted quarterly.

14.03 Loss of Seniority

All accumulated seniority shall be lost in any of the following events:

- (a) Discharge for just cause, without reinstatement;
- (b) Resignation which is not withdrawn in writing within twenty-four (24) hours;
- (c) Layoff in excess of twenty-four (24) months; or
- (d) Transfer out of the bargaining unit for greater than ninety (90) calendar days.

ARTICLE 15 – RECRUITMENT, PROMOTIONS, TRIAL PERIOD, PROBATION AND TRANSFERS

15.01 Posted Vacancies

When the Employer elects to create and fill a new position, a vacant permanent position, or temporary position, the Employer shall post a notice of each position internally through an online posting and via staff email for seven (7) days. A copy of the notice shall be issued to the Union. The Employer may post the position externally at the same time as the internal posting but all internal candidates will be considered before external candidates.

- (a) Permanent Employees shall be given priority consideration for any positions within their own classification based on the Employee's qualifications, as per Article 15.03.
- (b) A vacant permanent position due to a resignation may be filled temporarily on a casual basis for a period of up to one hundred twenty (120) consecutive calendar days. By or before the end of the one hundred twenty (120) days, the position shall be posted.
- (c) A permanent Employee shall continue to accrue seniority when employed in a temporary position.
- (d) Upon the expiry of the temporary position, the permanent Employee shall revert back to the Employee's permanent position.
- (e) In the event the temporary position is deemed to be permanent after twenty-four (24) months, the Employee filling the position shall have the option to revert to their former position or apply for the new position.
- (f) In the event the temporary position is deemed to be permanent prior to twenty-four (24) months, the Employer shall post a notice of the vacancy in accordance with this Collective Agreement.

15.02 Such notice shall contain the following information:

Nature of position, qualifications, required knowledge, education and skills, shift, hours of work, location, and wage as per the wage scale.

15.03 In making appointments to new or vacant 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.

In assessing the required qualifications of applicants, the Employer shall consider each individual's experience, abilities, skills and knowledge for the vacant position. Such qualifications may not be established in an arbitrary or discriminatory manner.

Casual Employees shall be considered as internal applicants and shall be given priority over outside applicants.

15.04 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be communicated to all Employees. The Employer will notify the Recording Secretary of the Union within seven (7) days in writing of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirement, deaths or other terminations of employment, in respect of all Employees covered by this Agreement.

15.05 Trial Period

An Employee selected to fill a new or vacant position in a different classification shall serve a trial period of ninety (90) calendar days to commence on the first day of work in the new position. At any time during, or at the conclusion of the trial period, at the election of the Employer or the Employee, the Employee may request or be required to return to the position they occupied prior to their appointment. Any other Employee promoted or transferred because of the Employee's initial appointment shall also be returned to their former position.

The trial period shall be for a maximum of ninety (90) calendar days, but by mutual agreement between the Union and the Employer may be extended by an additional ninety (90) calendar days.

15.06 Transfers

Requests for a transfer will be accommodated at the discretion of the Employer.

- (a) In the event it is necessary to transfer an Employee, the Employer will provide two (2) weeks' notice if practical, except in the event of an emergent operational need. When a transfer is necessitated by the Employer, the transferred Employee shall be provided the opportunity to revert back to the Employee's former position after one hundred eighty (180) days from the date of transfer. The Employee shall provide fourteen (14) days' notice to the Employer of the intent to revert. If the Employee fails to provide such notice within five (5) days prior to the conclusion of the one hundred eighty (180) day trial period the Employee's right to revert back to their original position is forfeited.

Any other Employee transferred because of the Employee's initial appointment shall also be returned to their former position.

- (b) Consideration for promotion or transfer may be given to the senior applicant who may not possess the required qualifications, but who will obtain the required qualifications within a reasonable period of time as specified by the Director of Shelter Operations. An Employee who is promoted or transferred pursuant to this provision and who subsequently fails to achieve the required qualifications within the prescribed time period may, at the sole discretion of the Employer and without access to the grievance procedure, be returned to their former position.
- (c) When an Employee applies for a position within the same classification, or in accordance with Article 15.01, or otherwise voluntarily transfers, the foregoing trial period will not apply.
- (d) Upon the request and approval of a permanent Employee transferring to a casual position, seniority accrued as a permanent Employee shall be frozen until such time as the Employee is appointed to a permanent position in accordance with Article 15.03.

When a casual Employee is appointed to a permanent position, their seniority accrued in the casual position will be credited back to the Employee's number of hours worked from the date of hire as a casual Employee.

- 15.07 No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred or promoted outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. At the election of either the Employer or the Employee, the Employee may request or be required to return to their former position in the bargaining unit at any time during the trial period.

The Employee shall be required to serve a trial period of ninety (90) calendar days. The trial period may be extended by an additional ninety (90) calendar days at the discretion of the Employer. A trial period will not exceed one hundred eighty (180) days.

15.08 Probation Period

A newly hired Employee shall serve a probation period.

(a) Duration

Newly hired Employees shall serve a probationary period of four hundred eighty (480) hours or six (6) months, whichever occurs first. This period shall be exclusive of additional training, absences due to statutory holidays, illness leave and other approved leaves of absence.

The Employer will provide a formal performance evaluation on or before two hundred forty (240) hours or three (3) months, whichever comes first.

The probationary period may be extended at the discretion of the Employer for an additional two hundred forty (240) hours or three (3) months, whichever comes first.

The Employer will notify the Union, with the consent of the employee, identifying the reason(s) for the extension and the new timeline.

(b) Termination of the Probation Period

The Employer may terminate the employment of a probationary Employee at any time during or at the conclusion of the probation period, for minimal cause and with or without notice.

The Employer shall provide to the Employee and the Union notification of the decision to terminate the employment of a probationary Employee.

ARTICLE 16 – LAYOFF AND RECALL

16.01 Layoffs

Subject to clause 16.03, in the event of layoffs, Employees shall be laid off in reverse order of their bargaining unit wide seniority.

The Employer shall issue layoff notices to the Employee's in affected positions and classifications twenty-one (21) days in advance of the intended date of layoff or provide payment of wages in lieu.

16.02 Displacement

Upon receipt of a layoff notice an Employee shall have the option to displace a less senior Employee in same classification or another classification provided the Employee is qualified.

An Employee will notify Human Resources in writing of the intent to displace another Employee within twenty-one (21) calendar days of receiving a Notice of Layoff. If the Employee fails to provide notice within the given time period, they forfeit their right to displace another Employee.

In the event an Employee displaces into a classification with a lower rate of pay, the Employee will continue to be paid at their current rate of pay for a period of one (1) month, then shall be assigned to the step in the applicable pay range on a step for step basis.

16.03 Recall

- (a) Recall shall be in order of seniority. Recall rights shall extend to those permanent Employees laid off. Recall shall be to the Employee's former position and former full-time equivalency (FTE) and pay step that would have been achieved had the Employee not been laid off.
- (b) Except when there are no internal applications by permanent Employees for posted vacancies, new permanent Employees shall not be hired until laid off permanent Employees with recall rights have been given the opportunity to be recalled in whole, or in part.

An Employee accepting a position having a FTE less than their former position shall maintain their recall rights to a position with the equivalent FTE of their former position.

In the event an Employee's former position is not reinstated, the Employee shall be offered an available equivalent permanent position, for which they are qualified. The decision as to whether an Employee is qualified shall rest with the Executive Director or designate. Posting requirements shall be waived.

- (c) Employees with the right of recall shall be notified of all job postings prior to external postings.
- (d) Recall rights and obligations shall expire upon:
 - (i) an Employee accepting a permanent position having the same classification and equivalent FTE of their former position;
 - (ii) the expiration of twenty-four (24) months from the date of layoff and the Employee has not been recalled in whole or in part to a permanent position;
 - (iii) refusal to accept a recall to their former position;
 - (iv) failure to respond to a recall-in accordance with Article 16.03(e).

- (e) Employees on layoff must keep the Employer informed of their current address and telephone number. Laid off Employees who fail to keep the Employer so informed, or who fail to return to work within ten (10) days of receiving notice to report, shall forfeit all recall and seniority rights under this Agreement, except that in the event of a medical or family emergency, the Employee shall be permitted an additional ten (10) days to report to work.

16.04 All accumulated seniority shall be lost during a layoff in excess of twenty-four (24) months.

ARTICLE 17 – HOURS OF WORK

17.01 It is understood and agreed that hours of work must provide for continuous operations and Employees may be required to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.

17.02 Regular hours of work shall normally be an average of thirty-eight (38) up to a maximum of forty-four (44) hours per week for Full-time Employees, and up to an average of thirty-eight (38) hours per week for Part-time Employees. Hours of work shall be as per the job posting.

(a) **Child Support Workers**

Child Support Workers shall work an average of forty (40) hours per week over a pay period.

(b) **Crisis Intervention Workers**

The hours of work for full-time Crisis Intervention Workers shall be eleven (11) hours per day, averaging thirty-eight and a half (38.5) hours per week over an eight (8) week cycle.

Permanent full-time Crisis Intervention Workers are paid on an average of seventy-seven (77) hours every two (2) weeks.

(c) **Outreach Workers**

Hours of work for Outreach Workers shall be eighty (80) hours averaged over a pay period.

(d) **Optional Scheduling**

Operational scheduling provisions may be mutually agreed to in writing between the Union and the Employer, subject to ratification procedures established by their respective principals. The parties shall consider any optional schedule which is proposed or recommended in writing by either of the parties. The parties may submit any proposals to the Labour/Management Committee which shall have the authority only to make a recommendation. The parties shall share and exchange all relevant information in order to enhance the ability to make an informed decision.

Scheduling

17.03 For the purposes of assessing and maintaining proficiency, the Employer may require any Employee who is not scheduled to work day shifts to work at least one (1) calendar week on a day shift each year. The Employer shall provide at least two (2) weeks notice of such change. The Employer shall attempt to schedule these shift changes in conjunction with the Employee's annual vacation.

17.04 The Employer shall schedule days off of full-time Employees consecutively except where they work a non-standard work-week schedule.

17.05 The first shift of the day shall be that shift on which the majority of hours fall after midnight.

17.06 (a) **Posting of Shift Schedules**

Shift schedules shall be posted not less than two (2) weeks in advance. Any changes to a shift schedule must be approved by the Employer.

(b) **Schedule Changes**

This provision shall apply when an Employee does not agree to a change in shift schedule and is directed to work the shift with less than seven (7) calendar days' notice. The Employee shall be compensated at one and one half (1.5) times the regular rate of pay as follows:

- (i) for all hours worked on the first shift of the changed schedule when the scheduled days of work are changed;
- (ii) for all hours worked when the shift start time is altered, the above rate shall apply to the difference between the regular start time and the altered start time;
- (iii) when a FTE is directed to leave their shift and return for a midnight shift, they shall be paid for the full eleven (11) hours for the shift they left. Payment for the midnight shift will be at time and a half plus shift differential and the work alone premium for the eight (8) hours worked.

The foregoing shall not apply to casual call-ins or part-time Employees outside their scheduled hours.

- (c) With the exception of training and/or staff meetings there shall be no split shifts.
- (d) If the Shelter Manager and Employee are unable to reasonably flex the Employee's hours of work, attendance by full-time Employees at agency staff meetings and house staff meetings outside of regularly scheduled hours of work shall be compensated at one and one-half (1.5) times the hourly rate of pay.
- (e) Hours of work may be flexed by mutual agreement of the Parties. Both Parties agree that they will give as much notice as possible; in any case, all flex hours must be worked and taken within the current pay period.

(f) **Shift Coverage**

When the Employer cancels a shift with less than three (3) hours' notice, the Employee shall be compensated for the wages lost for the entire shift including applicable shift premiums.

17.07 The Employer recognizes coffee breaks and lunch breaks which shall be taken when practical.

17.08 The Employer shall arrange shifts in such a way that there is a one-half (0.5) hour overlap between shifts of Crisis Intervention Workers in order for them to exchange information. This requirement shall not apply on holidays recognized under Article 19 of this Agreement, nor in the event of emergency, unscheduled absence, or other unplanned event.

17.09 An Employee may trade shifts with another Employee providing three (3) business days' notice is given to the Director of Shelter Operations or designate and no additional costs are required and operational requirements are permitting. Such request shall not be unreasonably denied.

17.10 An Employee shall be provided a minimum of eight (8) hours rest between shifts.

17.11 **Call Sheet**

The Employer will maintain a consistent procedure for the call-in of staff to perform work made available as a result of sickness, injury, vacation, holiday, or personal leave of absence.

Such procedure shall provide for call-in preference based on the Employee's date of hire.

ARTICLE 18 – OVERTIME

18.01 The Employer shall determine when overtime is necessary and for what period of time it is required.

The rate for overtime premium shall be twice (2X) the Employee's assigned basic hourly rate of pay.

Employees required to work overtime shall be permitted time to make personal arrangements to accommodate the overtime period.

18.02 Overtime shall be paid for all hours worked above the regular full-time equivalent for the position as follows:

(a) **CIWs**

Hours over eleven (11) in a day, or an average of thirty-eight and one half (38 ½) in a week over a pay period.

- (b) All other Employees

Hours over the normally scheduled hours of work per day, or hours per week averaged over the pay period.

18.03 Overtime does not apply where flex time has been agreed upon.

- a) **Casual Employees**

Unless otherwise agreed to between the Union and the Employer, overtime premium shall be paid for all hours worked in excess of:

- (i) forty-four (44) hours per week.

18.04 The Employee shall receive payment within ten (10) days of the pay period ending.

ARTICLE 19 – STATUTORY HOLIDAYS

19.01 The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	Heritage Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Sunday	National Day for Truth &	Boxing Day
Victoria Day	Reconciliation	

19.02 A permanent Employee who is scheduled to and does work on a paid holiday shall receive an additional day off with pay to be taken by mutual agreement between the Employer and the Employee. Any hours worked on a paid holiday shall be paid at the basic rate of pay except for Christmas, New Year's Day, Good Friday and Easter Sunday at which time the Employee will be paid at one and a half (1.5) times the basic rate of pay.

19.03 If a recognized holiday falls on a full-time, part-time or Employee's scheduled day off, and they do not work on the holiday, they shall receive, at their election to be made prior to the holiday, a regular day's pay or another day off with pay to be taken not later than the next annual vacation of the Employee, by mutual agreement. Where mutual agreement is not possible, holiday pay will be paid out at regular rate of pay at the time of the next annual vacation.

19.04 If a recognized statutory holiday occurs during an Employee's vacation, they shall count that day as a statutory holiday not a vacation day.

19.05 (a) In lieu of all other entitlements in this Article, casual Employees shall be paid statutory pay only if they meet all requirements of the *Employment Standards Code* of Alberta (or equivalent future legislation).

Casual Employees working on a statutory holiday shall be paid at one and one half times (1 ½) their basic rate of pay.

When eligible, casual Employees shall receive statutory pay equivalent to five percent (5%) of total regular earnings, excluding overtime or vacation pay, for each pay period, with each pay cheque.

- (b) In lieu of all other entitlements in this Article, temporary Employees shall be paid statutory pay only if they meet all requirements of the *Employment Standards Code* of Alberta (or equivalent future legislation).

Temporary Employees will receive the same statutory entitlements as permanent Employees as referenced in Article 19.02.

- 19.06 At no extra cost to the Employer, an Employee may substitute a paid statutory holiday for an alternative day and date in recognition of the Employee's culture or religion. The Employee shall provide a standing declaration of the substitute religious or cultural holiday of choice or provide no less than one (1) month notice to the Employer. The operation of this sub clause shall not result in the Employer providing Paid Statutory Holidays in excess of the maximum number provided in this Article.

ARTICLE 20 – ANNUAL VACATION

20.01 (a) Full-time Employees

Full-time Employees shall receive annual vacation with pay as:

- (i) One hundred thirty two (132) hours after one (1) year of continuous service;
- (ii) One hundred seventy six (176) hours after five (5) years of continuous service;
- (iii) Two hundred twenty (220) hours after nine (9) years of continuous service.

An Employee will have access to accrued credits after successfully completing the probation period.

(b) Part-time Employees

Part-time Employees shall receive annual vacation with pay on their regular hours worked and shall be calculated in accordance with the following formula.

All hours paid at the basic rate of pay in effect at the time the hours were earned and multiplied by the applicable rate of:

- (i) six percent (6%) during the first (1st) to fifth (5th) continuous years of employment and shall be expressed in paid hours;
- (ii) eight percent (8%) during the sixth (6th) to eight (8th) continuous years of employment and shall be expressed in paid hours;

- (iii) ten percent (10%) after the ninth (9th) and subsequent continuous years of employment and shall be expressed in paid hours.

An Employee will have access to accrued credits after successfully completing the probation period.

Employees shall receive vacation pay on all extra hours worked on each pay cheque. The percentage shall be based on years of continuous employment as per the above formula.

- 20.02 Vacation may be taken in any time period agreed to between the Employee and the Employer. Vacation shall be scheduled by the Employer giving consideration to Employee preferences, seniority and operational requirements, and shall not be unreasonably denied. The Employer shall endeavor to provide a response to the request in a reasonable time frame.

Employees must take accrued vacation credits within eighteen (18) months of having accrued the vacation. The Employer shall make Employees aware that they have exceeded the foregoing maximum. The Employer will provide written notice of any excess vacation. Where mutual agreement cannot be reached between the Employee and Employer in scheduling excess vacation, the Employer will have the right to schedule excess vacation.

- 20.03 In lieu of all other entitlements in this Article, casual and temporary Employees shall be paid vacation pay equivalent to four percent (4%) of total regular earnings, excluding any overtime, holiday or vacation pay, for each pay period, with each pay cheque. This entitlement shall increase to six percent (6%) of total regular earnings, after five (5) years of continuous service. Casual and temporary Employees shall be permitted periods of vacation leave, without pay, as follows:

- (i) three (3) weeks after one (1) year of continuous service;
- (ii) four (4) weeks after five (5) or more years of continuous service;
- (iii) five (5) weeks after nine (9) or more years of continuous service.

ARTICLE 21 – ILLNESS LEAVE

- 21.01 (a) "Illness Leave" means the period of time an Employee is absent from work with full pay by virtue of being ill or disabled, illness of the Employee's child, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

A child is defined by the policies of the Employer's current Health Benefit's Plan carrier.

- (b) Upon the completion of thirty (30) days of continuous service, all permanent full-time Employees are eligible for ten (10) hours of Illness Leave. Further, upon completion of each successive month of service each full-time Employee shall earn another ten (10) hours of Illness Leave. The cumulative maximum of Illness Leave that may be earned in any one (1) year is one hundred and twenty (120) hours. Illness Leave shall be paid at one hundred percent (100%) of regular earnings excluding overtime, vacation and holiday pay. Part-time and Temporary Employees shall be eligible for Illness Leave on a pro rata basis.
- (c) An Employee must return to active duty for at least five (5) working days in a year before becoming eligible for Illness Leave in that year. Any unused Illness Leave credits shall accumulate from year to year to a maximum of two hundred and forty (240) hours.
- (d) The Employer may require satisfactory medical proof in the form of a medical certificate to substantiate any claim for Illness Leave of three (3) days or more. The Employer shall reimburse the cost of the medical certificate with proof of receipt.
- (e) When a recognized holiday under Article 19 occurs during a period of Illness Leave, it shall be considered a day of Illness Leave. Under no circumstances shall an Employee be entitled to both Illness Leave and holiday pay for the same day.

21.02 Eligibility

Only Employees that are regularly scheduled for no less than an average of eighteen (18) hours of work per week, exclusive of overtime and extra hours of work, shall be eligible for Illness Leave. Sick leave shall accrue on a pro-rata basis.

An Employee eligible to accrue sick leave will have access to the accrued credits as earned.

21.03 Supplementary Benefit Plan – Permanent Full-time Employees

- (a) Permanent Employees are eligible to participate in a supplementary employment insurance benefit plan, intended to supplement employment insurance benefits payable to full-time Employees as a result of illness, maternity, disability, or involuntary layoff due to shortage of work.
- (b) Exclusive of overtime, vacation and holiday pay, the Employer will top-up a permanent Employee's employment insurance benefits to a maximum equivalent of eighty percent (80%) of the Employee's total basic rate of pay for the period of employment caused by illness, disability or involuntary layoff due to a shortage of work. The top-up shall not exceed twenty percent (20%) of the Employee's basic rate of pay.

- (c) The duration of the Supplementary Benefit Plan shall be seventeen (17) weeks according to the scheduled pay periods. Employees shall provide proof of receipt of benefits under the *Employment Insurance Act*.

Employees must initiate a claim for employment insurance benefits with Human Resources Canada subject to continuous registration, eligibility and approval under the *Employment Insurance Act*.

ARTICLE 22 – LEAVES OF ABSENCE

- 22.01 Upon written request to the Employer, an Employee elected or appointed to represent the Union at convention(s), schools, education, or seminars, shall be allowed leave of absence without pay and benefits, provided reasonable operational requirements permit.
- 22.02 An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work. However, the Union shall reimburse the Employer for all pay and benefits payable to the Employee by the Employer during the period of absence. Seniority shall accumulate during Union leave and the leave shall be considered as continuous service. The Employer shall invoice the Union for Union leave costs every thirty (30) days, and the Union shall pay such costs within thirty (30) days of receipt of the invoice.

Bereavement Leave

- 22.03 A leave of absence of up to seven (7) days with pay is permitted upon the death of an Employee's spouse (includes common-law partner), parents and children of the Employee or spouse (including daughters-in-law and sons-in-law), siblings and grandparents. Bereavement leave for one (1) day shall be granted for the Employee's extended family members. Additional leave may be requested by an Employee and may be granted with or without pay by the Employer.

Upon request of their supervisor, Bereavement leave may be separated and granted as two (2) separate leaves. The separate leaves shall not exceed the totals granted in the previous paragraph.

- 22.04 Upon reasonable notice, and where operational requirements permit, one (1) day leave shall be granted without loss of pay to permit an Employee to attend a funeral as a pallbearer or mourner, and where the family of a deceased Employee requests pallbearers from the Union, the Employer shall grant the necessary leave without loss of pay for up to six (6) pallbearers. An Employee cannot claim both Bereavement Leave and Mourner Leave in relation to the same instance.

Leave to Vote in Elections

- 22.05 Where necessary, the Employer shall grant leave without loss of pay to provide an Employee with at least three (3) consecutive hours off work, during the open hours of polls, on the day of a municipal, provincial or federal election.

Court Leave

- 22.06 (a) The Employer shall grant a leave of absence without loss of seniority to Employees compelled to serve as jurors or appear as witnesses in any court. Where an Employee is compelled to serve as a juror, or to appear as a Crown witness, they shall suffer no loss of regular pay as a result. The Employee shall provide proof of service of any subpoena or notice to attend, and of all amounts received on account of witness fees or jury duty fees (excluding payments made for travel, meal or accommodation expenses), which shall be deducted from any pay to the Employee covering the period of Court leave.
- (b) Where an Employee is compelled to serve as a witness in their capacity and arising from their employment at the Shelter, they shall receive pay, including overtime where applicable, for time spent in attendance at Court. The Employee shall provide proof of service of any subpoena or notice to attend, and of all amounts received on account of witness fees, (excluding payments made for travel, meals or accommodation expenses), which shall be deducted from any pay to the Employee covering the period of Court.

Unpaid Leave

- 22.07 An Employee may request an unpaid leave of absence for good and sufficient cause up to a maximum of one (1) year. Such request shall be in writing, and approval by the Employer shall not be unreasonably withheld. Seniority shall not accumulate during periods of unpaid leave of absence, nor will any Illness Leave, vacation pay, holiday pay or other benefits be payable by the employer.

An Employee may request, in writing, at least one (1) week prior to the start date of the unpaid leave for continuation of employee benefits while on an unpaid leave of absence. If approved by the employer, the employee will be responsible for paying the employer fifty percent (50%) of only the dental while on an unpaid leave of absence up to 90 days. If the leave of absence extends beyond 90 days, the employee will be responsible for paying the employer for one hundred percent (100%) of Life, AD&D Dep Life, LTD, Health & Dental.

This provision also applies to Articles 22.09 and 22.11.

Emergency Leave

- 22.08 Time off with pay to a maximum of three (3) days per calendar year shall be granted to an Employee in situations of urgent family illness, fire, flood or similar emergencies. The Employee will follow established procedures for providing notice of absence and may be required to substantiate the reason by providing proof to the Employer.

Educational Leave

22.09 Upon reasonable notice, the Employer may grant a permanent Employee up to one (1) full year of unpaid educational leave with no loss of seniority, providing that the education is related to the Employer's operations. The Employee shall provide the Employer with documentation from the Education Institution confirming registration of the Employee and attendance. If the Employee ceases to be enrolled in the program of study, they will inform the Employer who will then determine if the leave will continue.

Personal Leave

22.10 An Employee will be eligible for five (5) days per predetermined year for personal business. Requests for Personal days will be made according to procedure. These days can be used in half or full day increments and may be taken consecutively. Personal days must be used within two (2) years of being awarded. Unused Personal days are not eligible for payout.

In calculating the length of a Personal day, it will be considered to be the regularly scheduled hours normally worked by the Employee.

Pay out schedule:

For hours worked for the period of	Will be put into personal days account
October 1, 2022 - September 30, 2023	Within 6 weeks of ratification of Agreement
October 1, 2023 - September 30, 2024	October 1, 2024
October 1, 2024 - September 30, 2025	October 1, 2025

22.11 Maternity, Adoption and Parental Leave

(a) Maternity Leave

- (i) Employees who have completed ninety (90) days of service are eligible for Maternity leave.
- (ii) An Employee accessing Maternity leave will provide written notice to Human Resources at least six (6) weeks in advance of the start of the leave.
- (iii) Maternity leave will be granted for a period of up to sixteen (16) weeks before due date. The leave can begin within the thirteen (13) weeks leading up to the estimated due date and no later than the date of birth.
- (iv) If pregnancy interferes with the Employee's job performance during the twelve (12) weeks before their due date, the Employer can require the Employee to begin their Maternity leave earlier by notifying the Employer in writing.
- (v) The Employee Health Benefit Plan will be provided, with the premiums being paid as per an active Employee, for the first eight (8) weeks of Maternity leave commencing on the last pay day.

(b) Pregnancy Loss

- (i) A pregnancy loss is any situation where a pregnancy ends other than a live birth.
- (ii) If a pregnancy loss occurs within sixteen (16) weeks of the estimated due date, the Employee is entitled to Maternity leave. The leave will end sixteen (16) weeks after it commences.
- (iii) The Employee Health Benefit Plan will be provided, with the premiums being paid as per an active Employee, for a period of eight (8) weeks of the Maternity leave commencing on the last pay day.
- (iv) An Employee who experiences a pregnancy loss within sixteen (16) weeks of the estimated due date will also be entitled to Bereavement leave as per Article 22.03.

(c) Adoption Leave

- (i) An Employee who has adopted a child is entitled to an unpaid leave of absence of up to sixty-two (62) consecutive weeks within seventy-eight (78) weeks of the child being placed with the Employee.
- (ii) If two Employees request Adoption leave for the same child, the combined aggregate amount of leave for both Employees shall not exceed sixty-two (62) weeks within seventy-eight (78) weeks of the child being placed with the Employees.

(d) Parental Leave

- (i) Employees who have completed ninety (90) days of service are eligible for unpaid Parental leave of up to sixty-two (62) weeks. Parental leave can be taken by the birth mother, immediately following Maternity leave, the other parent, adoptive parents, or shared between both parents.
- (ii) Parental leave can begin anytime after the birth or adoption of a child, but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.
- (iii) Except for a birth mother on Maternity leave, an Employee accessing Parental leave will provide written notice to Human Resources at least six (6) weeks in advance of the start of the leave.

Employees on Maternity, Adoption, and/or Parental leave are eligible to receive Supplementary Benefit Plan, as per Article 21.03.

Employees on Maternity, Adoption, and/or Parental leave will provide written notice to Human Resources of the estimated return to work date upon commencement of the leave. The Employee will confirm, in writing to Human Resources, the intent to return to work and the date or the intent to resign no later than four (4) weeks before the leave ends.

Parents who intend to share Parental leave must advise Human Resources.

ARTICLE 23 – PAYMENT OF WAGES, ALLOWANCES AND FEES

23.01 The Employer shall pay wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each payday each Employee shall be provided with an itemized statement of their wages, overtime and other pay and deductions.

23.02 An Employee temporarily assigned by the Employer for a period of eight (8) hours or more, to a higher paying position/classification shall be paid the wage of the higher position for the hours worked in that position/classification.

23.03 When an Employee is assigned temporarily by Management to a position paying a lower rate, their rate shall not be reduced. This clause shall not apply in the event of a demotion for cause, or in the event an Employee requests reclassification to a lower rated position.

23.04 Use of Personal Vehicle

Employees required to use their own vehicle at the Employer's request shall be allowed the current mileage rate set by Canada Revenue Agency (CRA) for the distance traveled on Employer business to compensate for this usage.

Upon production of a receipt, the Employer shall reimburse Employees for appropriate insurance coverage at actual cost to a maximum of one hundred and eighty dollars (\$180) per year.

23.05 Staff required by the Employer to attend staff development training programs, in-service training programs, workshops or meetings, shall receive pay for all time spent in attending such meetings at their applicable rate of pay with a minimum call-in of two (2) hours being paid.

23.06 A shift premium of two dollars and twenty-five cents (\$2.25) per hour will be paid in accordance with the following:

- (a) Crisis Intervention Workers regularly scheduled to work between 2330 and 0730 hours.
- (b) Employees who are called-in for casual coverage to work the night shift in part or in whole.
- (c) Employees that are required to extend their regular shift and work between 2330 hours and 0730 hours shall receive the shift premium for all hours worked between 2330 hours and 0730 hours.

23.07 Working Alone Premium for Crisis Intervention Workers

In the event a crisis intervention worker works any or all of their shift alone excluding rest periods, shift changes and medical appointments without another crisis intervention worker present they shall receive a premium of two dollars and fifty cents (\$2.50) per hour for each hour of the shift worked alone.

The Employer agrees to pay a Work Alone premium in addition to the shift premium.

23.08 Police Information Checks

A Police Information check and the Vulnerable Sector Police Information check are a condition of continued employment and must be submitted prior to the expiry date. The cost of the Police Information and Vulnerable Sector Police Information checks for Employees shall be reimbursed upon submitting a receipt to the Employer. The cost of the Police Information and Vulnerable Sector Police Information checks will not be reimbursed to new Employees and are a condition of hire.

23.09 CPR and First Aid

CPR and Standard First Aid certification are a condition of employment and costs for regular re-certification shall be paid for by the Employer at one hundred percent (100%).

This cost shall not be reimbursed to a new Employee and is a condition of hire.

23.10 Long Service Increment

In recognition of the principle that a long service Employee is of increased value to the Employer through acquired knowledge and experience, the Employer agrees to Long Service Pay. An Employee will be eligible for a Long Service Increment after ten (10) years of continuous service with the Employer.

The Long Service Increment (LSI) will be the equivalent of three percent (3%) of step eight of the applicable wage range and will be added to the Employee's basic rate of pay.

ARTICLE 24 – JOB DESCRIPTIONS

24.01 The Employer shall provide the Union and affected Employees with job descriptions for all classifications for which the Union is bargaining agent. If a job description is changed by the Employer, an up-dated job description will be provided to the Union and the affected Employees.

24.02 The Employer shall seek input from affected Employees when preparing or changing job descriptions.

ARTICLE 25 – EMPLOYEE BENEFIT PLANS

25.01 The Employer will provide and maintain current Employee benefit plans through a policy or policies of insurance in the name of the Employer, to cover eligible Employees for the period of this Agreement.

25.02 The Employer will obtain and maintain policy or policies of insurance providing the following types of benefits, subject to usual conditions and limitations:

- (a) Life Insurance and Accidental Death and Dismemberment Insurance (2X earnings to a maximum of two hundred thousand dollars (\$200,000)).
- (b) Long Term Disability Insurance (seventy percent (70%) of earnings).
- (c) Extended Health Insurance one hundred percent (100%) reimbursement through direct payment by the carrier.
- (d) Dental Insurance (100% basic and 50% restorative).
- (e) Lifestyle Wellness Spending Account (LWSA)

Each full-time Employee will be provided eighteen hundred dollars (\$1800) per calendar year in a LWSA.

Part-time and Temporary Employees shall be eligible for LWSA on a pro rata basis based on the previous year's hours worked.

Pay out schedule:

For hours worked for the period of	Will be put into lifestyle account	Benefit must be used by
January 1, 2023 - December 31, 2023	January 1, 2024	March 31, 2025
January 1, 2024 - December 31, 2024	January 1, 2025	March 31, 2026
January 1, 2025 - December 31, 2025	January 1, 2026	March 31, 2027
January 1, 2026 - December 31, 2026	January 1, 2027	March 31, 2028

Any unused portion of the benefits will be carried over to March 31 of the following year at which point any unused portion of the benefit will be lost.

- (f) There will be no change to the current Health Benefit Plan without membership review and input.

25.03 Employee benefit coverage shall be provided to permanent and temporary Employees upon having served their probation period. Employees regularly scheduled for twenty (20) hours of work, on average each week shall be eligible to participate in the Health Benefit Plan (Article 25.02). Additional or extra hours worked by a part-time Employee shall not be included in determining eligibility for the Health Benefit Plan. Eligibility for coverage and benefits shall be subject to all terms and conditions of the applicable insurance policy or policies.

25.04 The Employer shall pay the full cost of premiums required for the Employee benefit plan coverage, except for the cost of Dental Insurance for which the Employer and the Employee shall each pay fifty percent (50%) of the premiums. In the event Alberta Health Care Premiums are reinstated cost sharing between the Employer and Employee shall commence. The Employer and the Employee will each pay fifty percent (50%) towards the premium costs for Alberta Health Care which will be deducted from Employee's pay. The Employees will pay full cost of any optional, additional insurance coverage, which they may select.

25.05 **Multi-Sector Pension Plan (MSPP)**

The Employer agrees to participation and contributions to the MSPP for all permanent part-time and full-time Employees. All eligible Employees will be enrolled automatically once they have reached their required hours.

ARTICLE 26 – TRAINING AND DEVELOPMENT

The Employer recognizes that it has a responsibility to encourage development of staff capability. To this end, the Employer agrees to:

- (a) maintain a collection of materials related to job duties at the shelter.
- (b) arrange periodic staff meetings for discussion of job duties at the shelter.
- (c) arrange opportunities for Employees to take part in training and development activities. Attendance at such activities must be approved in advance by the immediate supervisor and may be granted with or without pay. If any of the above are mandatory, Employees shall be paid for attendance at meetings, including overtime (2x) where applicable. Overtime will only be paid when it is not possible to flex the Employee's hours.
- (d) attempt to provide regular performance reviews with all Employees.
- (e) The Employer may provide permanent Employees with up to five (5) training days per year which includes but is not limited to in-services or certification programs at no cost to Employees. Part-time Employees will be provided training days on a pro-rate basis.
- (f) Permanent Employees may request other work-related courses or workshops upon written request and prior approval of the Employer. Upon providing proof of successful completion of these pre-approved courses, the Employee will be reimbursed costs up to five hundred dollars (\$500) annually. Part-time Employees will be provided training funds on a pro-rata basis.

ARTICLE 27 – JOINT COMMITTEES

Labour Management Committee

A Labour Management Committee, comprised of two (2) members of the Local 3341 Union Executive, the CUPE National Representative, and two (2) members of Management will meet at least quarterly, to discuss and work in collaboration with each other on the following:

- To increase constructive communication between Management and the Union; and
- To attempt to resolve concerns with the administration of the Collective Agreement.

The committee will conduct its proceedings and operate as per the Committee Terms of Reference as developed and agreed to by the parties.

Union members will be compensated for all time worked while in attendance at meetings.

Joint Health and Safety Committee

A Joint Health and Safety Committee consisting of Employee/Union representatives from each location, the Director of Shelter Operations and the Department will work collaboratively within the Terms of Reference of the committee, and as per legislative requirements to foster a safe and healthy workplace.

Employees will be compensated for all time worked while in attendance at meetings, and for duties determined necessary by the committee to effectively perform action items as determined by the committee.

ARTICLE 28 – HEALTH AND SAFETY

28.01 The Employer is committed to providing a safe and healthy workplace and will work collaboratively with Employees to regularly monitor, assess and improve health and safety in the workplace. The Employer and the Union are committed to supporting and maintaining a Health and Safety Committee as per Occupational Health and Safety legislation and will work together to draft Terms of Reference for the Committee.

The Employer shall comply with all applicable health and safety legislation and regulations.

28.02 Employees working night shifts or transporting clients shall have access to a portable telecommunication device.

ARTICLE 29 – GENERAL

29.01 The parties recognize that wherever the singular is used in this Agreement it shall be considered as if the plural had been used wherever this does not extend or change the original intent or meaning of the clause.

ARTICLE 30 – TERM OF AGREEMENT

30.01 This Agreement shall take effect upon ratification by the parties and shall remain in full force and effect until September 30, 2025.

The salary levels set out in Appendix “A” to this Agreement shall remain in full force and effect.

30.02 Yearly Lump Sum and Long-Term Service Bonus retroactive payments, as set out in Appendix “A” to this agreement, shall be made to Employees within forty-five (45) days of the signing of this Agreement. No other provisions of this Agreement shall have retroactive application, unless specifically provided otherwise.

30.03 All benefits of this agreement apply to only those Employees on payroll as of the date of signing of this Agreement.

30.04 Either party may serve notice in writing to commence bargaining for a new Agreement not less than sixty (60) days and not more than one hundred twenty (120) days preceding the expiry date of this Agreement.

30.05 When notice to commence bargaining is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike or lockout occurs, whichever occurs first.

Signed this 18 day of March, 2024, in the City of Edmonton, Alberta.

FOR THE UNION:

FOR THE EMPLOYER:

Jade Womel
Wendy Archer
[Signature]

[Signature]
[Signature]

LETTER OF UNDERSTANDING #1

between

EDMONTON WOMEN'S SHELTER LTD.
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3341
(the "Union")

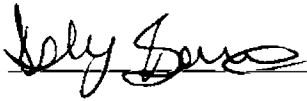
Re: Employer's No Discrimination, Harassment or Sexual Harassment Policy


The parties agree that for the life of the Collective Agreement the Employer's Zero Tolerance Policy shall be attached and form part of the Collective Agreement as Appendix B and shall not be changed except by mutual agreement of the Parties.

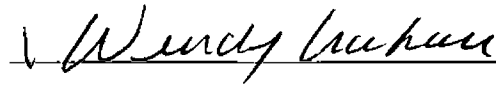
Signed this 18 day of March, 2024 in the City of Edmonton, Alberta.

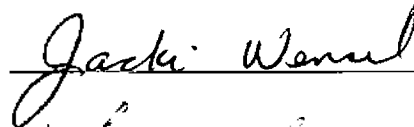
On behalf of the Employer

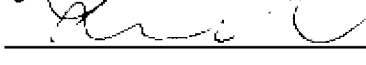
On behalf of the Union











APPENDIX A

Progression on the Wage Grid

1. Progression on the wage grid shall occur on the first day of the Employee's anniversary month of hire.
2. An Employee achieving a position with a greater or lower end rate than the end rate of the Employee's current classification, shall be assigned to the step in the applicable pay range on a step for step basis.
3. This Appendix shall be attached to and form part of the Collective Agreement.
4. In the event the Provincial Government provides a funding increase for salaries the following shall apply: such increases shall be implemented within thirty (30) days of receipt of the funding and retroactively to the date the funding was put into effect. The foregoing total funding increase shall be distributed as per directives of the Provincial Government among funded and non-funded classifications in the Collective Agreement as the parties may mutually agree.

Wage Scale Effective October 1, 2022 – September 30, 2025

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	LSI
Crisis Intervention Worker									
Hourly	\$26.94	\$27.90	\$28.80	\$29.78	\$30.73	\$31.65	\$33.07	\$34.55	\$35.59
Cook									
Hourly	\$26.94	\$27.90	\$28.80	\$29.78	\$30.73	\$31.65	\$33.07	\$34.55	\$35.59
Child Support Worker									
Hourly	\$26.94	\$27.90	\$28.80	\$29.78	\$30.73	\$31.65	\$33.07	\$34.55	\$35.59
Housekeeper									
Hourly	\$23.40	\$24.35	\$25.31	\$26.22	\$27.18	\$28.13	\$29.35	\$30.70	\$31.62
Data Analyst									
Hourly	\$26.94	\$27.90	\$28.80	\$29.78	\$30.73	\$31.65	\$33.07	\$34.55	\$35.59
Outreach Worker									
Hourly	\$28.13	\$29.07	\$30.01	\$30.94	\$31.91	\$32.83	\$34.31	\$35.87	\$36.95
Donations Data Specialist/ Office Coordinator									
Hourly	\$26.94	\$27.90	\$28.80	\$29.78	\$30.73	\$31.65	\$33.07	\$34.55	\$35.59
Maintenance Technician									
Hourly	\$26.94	\$27.90	\$28.80	\$29.78	\$30.73	\$31.65	\$33.07	\$34.55	\$35.59

Lump Sum Payments:

Management agrees to provide five hundred dollars (\$500.00) per year to each full-time Employee. Part-time Employees will be prorated based on regular scheduled hours.

Payout Schedule:

For hours worked for the period of:	Will be paid out:
October 1, 2022 - September 30, 2023	Within 6 weeks of ratification of Agreement
October 1, 2023 - September 30, 2024	October 1, 2024
October 1, 2024 - September 30, 2025	October 1, 2025

Long-Term Service Lump Sum Payments:

Management agrees to pay a long-term service lump sum according to the following grid:

- 15 years: \$1500.00
- 20 years: \$2000.00
- 25 years: \$2500.00
- 30 years: \$3000.00
- 35 years: \$3500.00
- 40 years: \$4000.00

Payout Schedule

For individuals who have a long service anniversary between the following dates:	Will be paid out:
October 1, 2022 - September 30, 2023	Within 6 weeks of ratification of Agreement
October 1, 2023 - October 1, 2025	On Employee's long term service anniversary

APPENDIX B

ZERO TOLERANCE POLICY

Application	All WIN house Employees, Volunteers and Contractors
Drafted by	Executive Director
Reviewed by	WIN house Leadership Team
Approved by	
Approval Date	
Next Scheduled Review	

Background

WIN House's zero tolerance policy is part of our commitment to providing a safe and dignified work environment for all employees, regardless age; race; creed; colour; place of origin; political or religious belief; gender; gender expression; gender identity; sexual orientation; marital status; physical or mental disability except to the extent permitted by law as a bona fide occupational requirement; source of income; ancestry; family status; or membership, non-membership, or activity in the Union..

Purpose

This policy covers harassment, bullying and discrimination on worktime and provides a standard for addressing allegations of inappropriate behaviour, ensuring fairness and equal treatment. All employees, volunteers, students, and third-party contractors are responsible for conducting themselves in a professional and inclusive manner, and disciplinary action will be taken in situations where an employee's behaviour violates this expectation.

Policy

Any employee who is found to have been involved in harassment, bullying or discriminatory behaviour will be subject to immediate disciplinary action, up to and including termination. If WIN House becomes aware of employees, volunteers, students, and third-party contractors who are engaged in inappropriate behaviour, the relationship will enter a probationary period or be terminated, depending on the severity of the incident.

Definitions

Senior Leadership:

Retaliation:

employees,
volunteers,
students, and
third-party contractors

Procedures

When WIN House becomes aware of an incident involving harassment, bullying, or discriminatory behaviour an external independent third party will investigate the matter. During the investigation, the accused employee(s) may be removed from the working environment and may be suspended without loss of pay.

To ensure a safe and inclusive workplace, all employees are asked to report instances in which they experienced or witnessed harassment, bullying, or discrimination (as defined below). To notify WIN House of the incident, please reach out to hr@winhouse.org or dir.shelter@winhouse.org. When you reach out, we ask you to include the following information:

1. Name(s) of the individual(s) engaged in inappropriate behaviour.
2. Your name
3. Name(s) of the individual(s) targeted by the inappropriate behaviour (if you are a witness).
4. A description of the inappropriate behaviour and scenario under which it occurred.
5. Date(s) and time(s) of the event(s).
6. Any additional supporting evidence.

Fairness

All employees at WIN House are guaranteed a fair and impartial investigation process. To ensure fairness, investigations will be carried out by an independent third party with no actual or perceived conflict of interest in the outcome.

Transparency

WIN House commits to a discrete but transparent investigation process. Throughout the investigation, all involved parties (i.e., the employee(s) making the complaint(s) as well as the employee(s) accused of misconduct) will be provided regular updates as to the status of the case. After the investigation has been concluded, a detailed written response will be provided. At all meetings and interviews, both parties have the right to be accompanied by a member of the union or a fellow employee.

Who is subject to our policy?

All **WIN House** employees, volunteers, students, and third-party contractors are expected to comply with the Zero Tolerance Policy. This includes senior leadership and the board of directors. An inclusive culture is only made possible by buy-in and cooperation from everyone, regardless of their role or position.

Prohibited Conduct

The policy applies to any individual who engages in the following behaviour(s):

1. **Harassment**—Workplace harassment is any one-time or repeated unwanted physical, verbal, or non-verbal conduct that violates a person's dignity or creates an intimidating, hostile, degrading, uncomfortable or toxic environment. Examples of harassment include, but are not limited to:
 - i. making threatening remarks
 - ii. sexual assault
 - iii. gender-based insults or jokes causing embarrassment or humiliation
 - iv. repeated unwanted social or sexual invitations
 - v. inappropriate or unwelcome comments on a person's physical attributes or appearance

2. **Bullying**—Bullying is any physical, verbal, and non-verbal conduct that is malicious or insulting. Bullying can make a person feel vulnerable, excluded, humiliated, undermined, fearful or threatened. Bullying can take the form of physical, verbal, and non-verbal conduct. Examples of bullying include, but are not limited to:
 - i. physical threats
 - ii. psychological threats
 - iii. overbearing or intimidating behaviour
 - iv. shouting at colleagues in public or private spaces
 - v. spreading malicious rumours

3. **Discriminatory behaviour**—Discrimination refers to behaviour that treats people differently or adversely because of one or more of the facets of their identity, including race, colour, ethnic origin, gender expression, religion, age, sex, sexual orientation, marital status, family status, physical or mental disability, or genetic characteristics. Examples of discrimination include, but are not limited to:
 - i. making insensitive jokes
 - ii. factoring an individual's identity into a hiring decision
 - iii. purposefully excluding a colleague on the basis of their gender
 - iv. using a racial slur

4. **Micro-aggressions**—Micro-aggressions refers to obvious or subtle, direct, or indirect behaviours and comments which reference an individual's personal identity, such as their race, gender, ethnic origin, religion, or age. Over time, micro-aggressions can have lasting emotional and mental effects on the individual or individuals targeted and can contribute to a toxic and non-inclusive workplace. Examples of micro-aggressions in the workplace can include, but are not limited to:
 - i. calling a woman "bossy"
 - ii. repeatedly calling a racialized employee by the name of a different person of the same race
 - iii. asking an employee where they are "really" from
 - iv. commenting on a person's physical appearance in reference to racial characteristics such as skin tone
 - v. scheduling meetings or important deadlines on religious or cultural holidays

Disciplinary action

Employees who are found to be in violation of the Zero Tolerance Policy may face a variety of disciplinary actions, up to and including immediate termination. Disciplinary action may be recommended by an independent investigator and will be determined by senior leadership. The severity of the disciplinary action depends on the type of misconduct, which is based on the following framework:

1. **Minor infraction**—Unintentional and minor forms of bullying, micro-aggressions and discriminatory behaviour. Minor infractions may include unintentionally making an offensive comment about a colleague's appearance. Discipline for a minor infraction includes but is not limited to: mandatory mediation and mandatory training programs.

2. **Major infraction**—Intentional, but stand-alone and minor instances of harassment, bullying or discrimination, such as making sexist, racist or homophobic jokes or propositioning a colleague. Minor infractions may become considered major infractions if the offending employee develops a concerning pattern of behaviour or has been unable to learn from their previous reprimands. Discipline for a major infraction includes but is not limited to: temporary leave with pay, temporary leave without pay, probationary period placement and permanent dismissal.
3. **Gross misconduct**—Intentional and major forms of harassment, bullying or discrimination, such as making threatening remarks, engaging in unwanted physical contact, or using racial slurs. Discipline for gross misconduct includes but is not limited to immediate dismissal.

No retaliation

Any employee who files a valid complaint will not be subject to any form of retaliation. Employees who do participate in retaliatory measures will be investigated and subject to disciplinary action.

Related Documents

- Code of Conduct
- Issue Resolution Policy
- Whistleblower Policy
- Conflict of Interest Policy