

COLLECTIVE AGREEMENT

BETWEEN



CALGARY WOMEN'S EMERGENCY SHELTER

and

CUPE / *Canadian Union
of Public Employees*
LOCAL 4731

May 1, 2008 to April 30, 2011



copesept
Canadian Office & Professional Employees
Local #491

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - EMPLOYEE DEFINITIONS.....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	2
ARTICLE 4 - RECOGNITION AND NEGOTIATIONS.....	2
ARTICLE 5 - NO DISCRIMINATION.....	2
ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT.....	3
ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS.....	3
ARTICLE 8 - GRIEVANCE PROCEDURE.....	4
ARTICLE 9 - ARBITRATION.....	7
ARTICLE 10 - DISCHARGE AND DISCIPLINE.....	8
ARTICLE 11 - SENIORITY.....	10
ARTICLE 12 - PROMOTIONS AND STAFF CHANGES.....	11
ARTICLE 13 - LAY-OFFS AND RECALLS.....	12
ARTICLE 14 - HOURS OF WORK.....	13
ARTICLE 16 - HOLIDAYS.....	16
ARTICLE 17 - VACATIONS.....	17
ARTICLE 18 - SICK LEAVE PROVISIONS.....	19
ARTICLE 19 - LEAVE OF ABSENCE.....	21
ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES.....	23
ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION.....	24
ARTICLE 22 - EMPLOYEE BENEFIT PLANS.....	24
ARTICLE 23 - HEALTH AND SAFETY.....	25
ARTICLE 24 - PROFESSIONAL FEES.....	26
ARTICLE 25 - SHIFT PREMIUM.....	26
ARTICLE 26 - TERM OF AGREEMENT.....	27
LETTER OF UNDERSTANDING.....	34
RELIGIOUS HOLIDAYS.....	34
TEAM DEFINITION.....	35

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- 3) To develop and maintain the best possible service delivery to clients.
- 4) To encourage efficiency in operations.
- 5) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

ARTICLE 2 - EMPLOYEE DEFINITIONS

2.01 Employee

“Employee” means a person employed by CWES who is in the bargaining unit and covered by Labour Relations Board Certificate Number 243-2005.

2.02 Fulltime Employees

Fulltime Employees are Employees who work their regular hours of work shifts on a fulltime basis. The regular hours of work for Fulltime Employees are thirty-five (35) hours per week.

2.03 Part Time (A) Employees

Part Time (A) Employees are Employees who work scheduled hours on a less than fulltime basis, but twenty (20) or more hours per week.

2.04 Part Time (B) Employees

Part Time (B) Employees are Employees who work less than twenty (20) hours per week.

2.05 Relief Employees

Relief Employees are Employees who are hired to work on an irregular or call-in basis to perform work made available as a result of the absence of the employee who normally holds that position, or to perform work as required by the Employer.

2.06 Temporary Employees

Temporary Employees are Employees who are hired for limited term employment, in any of the above-noted categories and whose regular hours of work shall not exceed thirty-five (35) hours per week.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the working forces, subject to the terms of this Agreement.

3.02 Not Discriminatory

The Employer shall exercise its rights in a fair and reasonable manner. Management rights shall not be used to direct the working force in a discriminatory manner.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees - Local 4731 as the sole and exclusive bargaining agent for all its Employees, and hereby agrees to negotiate with the Union, or any of its authorized committees, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

4.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency.

4.03 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with Employer representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

5.01 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no or mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation or political affiliation or activity, discrimination by reason of race, religious beliefs, colour, gender, physical.

Neither the Employer nor the Union or its members will discriminate in any manner against any Employee because of support or non-support of the Union.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

6.01 Potential Employees

The Employer agrees to advise applicants for employment in the bargaining unit of the Union's representation and the conditions of employment as set out in this article.

6.02 Union Membership Requirement

All Employees shall, as a condition of employment, either maintain their Union membership or join the Union within thirty (30) days after the signing of this Agreement and remain Union members in good standing or if because of religious objection they do not become Union members, shall pay the equivalent of dues, levies or assessments to the Union through the check-off.

6.03 Copies of Agreement

On commencing employment, the Employee's immediate supervisor shall introduce the new Employee to their Union Steward or Representative, who shall provide the new Employee with a copy of the Collective Agreement.

6.04 Check-off Payments

The Employer shall deduct from every Employee any dues, initiation fees, or assessment levied by the Union on its members.

6.05 Deduction of Union Dues

Deductions shall be made from each payroll and shall be forwarded to CUPE National not later than the fifteenth (15th) day of the following month, accompanied by a list of the names, addresses and classifications of Employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the Secretary-Treasurer of Canadian Union of Public Employees, Local 4731, in electronic format.

ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS

7.01 Representation

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper written authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

7.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and will consist of not more than three (3) members of the Bargaining Unit. The Union will advise the Employer of the Bargaining Unit members of the Committee.

7.03 Function of Bargaining Committee

All matters of general concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

7.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s), advisor(s), shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such representative shall seek permission of the Executive Director or designate, and such permission shall not be unreasonably withheld.

7.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

7.06 Time Off For Meeting

Any representative of the Union, or the Bargaining Committee to a maximum of three (3) persons, who are in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

7.07 Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union, job descriptions, positions in the bargaining unit, job classifications, and wage rates.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward. The Steward shall assist any Employee which the Steward represents, in preparing and presenting their grievance in accordance with the Grievance Procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them.

8.03 Permission to Leave Work

Union Stewards may be entitled to leave their work during working hours for the purposes of:

- a) Investigating and processing of grievances; or
- b) Attending meetings with management.

Permission to leave work during working hours for such purposes shall be first obtained from a supervisor. Such permission will be determined based on the needs of the operation but will not be unreasonably withheld without loss of pay or benefits.

8.04 Definition of Grievances

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

8.05 Settling of Grievances

8.05.01 An earnest effort shall be made to settle grievances fairly and promptly.

8.05.02 An Employee who has been disciplined has the right to the grievance procedure if the grievance is filed and received by the Employer within seven (7) days of the date of the discipline. These time lines, may, under mutual agreement and in writing, be extended.

8.05.03 At each step of the grievance procedure, the grievor shall have the right to be present.

8.05.04 Where an Employee deems that a violation of the Collective Agreement has occurred, they will first seek to settle the dispute with their immediate supervisor.

8.05.05 Failing satisfactory settlement of the dispute through discussion with the immediate supervisor, the matter may become a grievance, in which case it shall be reduced to writing and be submitted at Step 1 to their immediate supervisor.

STEP I Where a grievance is submitted in writing to the immediate supervisor, it must be submitted within seven (7) days of the date the Employee first had reasonable opportunity to know that an alleged violation of the Collective Agreement had occurred, or within three (3) days following unsatisfactory resolution under 8.05.04, but in no case more than ten (10) days following the first reasonable opportunity to know of the alleged violation. Failure to submit the grievance within the time limits specified shall render the grievance null and void.

The immediate supervisor shall hear the grievance and render written reply to the Employee within seven (7) days of the receipt of the grievance. Where the immediate supervisor fails to render a written reply to the grievance within seven (7) days of its receipt, the Employee(s) shall automatically be eligible to advance the grievance to Step II.

STEP II Where a grievance is not resolved at Step I, it may be advanced to the Executive Director at Step II providing that it is advanced in writing, within seven (7) days of receipt of the decision at Step I stating the specific reasons for disagreement with the decision at Step 1. Failure to advance the grievance within the time limits specified shall render it null and void.

The Executive Director shall hear the grievance and render a written reply to the Employee within seven (7) days of receipt of the grievance. Where the Executive Director fails to render a written reply to the grievance within the seven (7) days of its receipt, the grievance may be advanced to Step III.

STEP III Where a grievance is not resolved at Step II, it may be advanced to the Human Resources Committee of the Board providing that it is advanced in writing stating the specific reasons for disagreement with the decision at Step II. It must be advanced within seven (7) days of its receipt of the Step II decision. Failure to advance the grievance within the time limits specified shall render it null and void.

The Human Resources Committee shall hear the grievance and render a written reply to the Union within fourteen (14) days of receipt of the grievance. Where the Human Resources Committee fails to render a written reply to the grievance within the specified time limit, the Union shall automatically be eligible to advance the grievance to arbitration.

STEP IV Failing a satisfactory settlement being reached at Step III, the grievance may be referred to mediation or Arbitration within 14 days of receipt of the decision from the Employer.

8.05.06 Longer periods of time for consideration of grievances may be given at any step in the procedure by mutual agreement.

8.05.07 The use of days throughout this Article means consecutive calendar days exclusive of Saturday, Sunday and General Holidays as specified in Article 17.

8.06 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step II.

8.07 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employee, without the consent of the Union.

8.08 Safety Grievance

An Employee, or a group of Employees, requested to work under conditions that are alleged to be unsafe or unhealthy shall have the right to file a grievance. Any such grievance shall be filed at Step I of the grievance procedure.

8.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.10 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

8.11 Grievance Mediation

The Employer and the Union agree to consider "Grievance Mediation" as an alternative disputes resolution mechanism for those issues that may be referred to Arbitration. Grievance Mediation would only be entered into if both parties agree and the results of such mediation shall not be unilaterally imposed upon either party.

ARTICLE 9 - ARBITRATION

9.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to Arbitration the request shall be made by registered mail addressed to the other party of the Agreement. Within fourteen (14) calendar days thereafter the Arbitrator shall be appointed by mutual agreement.

If the two nominees fail to agree upon a Chairperson within fourteen (14) days of their appointment, the appointment shall be made by the Chair of the Labour Relations Board upon request of either party.

9.02 Board Procedure

The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the Chairperson is appointed.

9.03 Decision of the Board

The Arbitration Board has all the authority necessary to provide a final and conclusive settlement of a dispute arising under the provisions of the Collective Agreement, and, without limiting the generality of the foregoing, has authority:

- a) to make an award directing the Employer to reinstate an Employee dismissed under circumstances constituting a contravention of the Collective Agreement;
- b) to make an award directing the Employer to rescind and rectify any disciplinary action taken in respect of an Employee that was imposed under circumstances constituting a contravention of the Collective Agreement;
- c) to determine that a dismissal or discipline is excessive in all the circumstances of the case and substitute such other measures as appear just and equitable;

- d) to relieve, on such terms as may be just and reasonable, against any breaches of time limits or other procedural requirements set out in the Collective Agreement; and
- e) to dismiss or reject a grievance, or refuse to settle a difference, where, in the opinion of the Arbitration Board, there has been unreasonable delay by the person bringing the grievance, or requesting the settlement.

9.04 Optional Panel

By mutual agreement the parties may each appoint a nominee to an Arbitration Panel. The two (2) nominees shall then select an impartial Chairperson.

9.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

9.06 Expenses of Board

Each party shall pay:

- 1) The fees and expenses of its appointed nominee.
- 2) One-half of the fees and expenses of the Arbitrator/Chairperson.

9.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement of the parties.

9.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10.01 Burden of Proof

In cases of discipline, up to and including discharge, the burden of proof or just cause shall rest with the Employer.

10.02 Unjust Suspension or Discharge

Any Employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge, or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

10.03 Crossing of Picket Lines During Strike

An Employee covered by this Agreement shall have the right to refuse to cross a picket line.

10.04 Adverse Report

The record of an Employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

Whenever the Employer deems it necessary to censure an Employee, in a manner indicating that dismissal or discipline may follow any further infraction, or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the Employee involved.

10.05 Right to Have Steward Present

An Employee shall have the right to have a Union Steward present at any discussion with supervisory personnel which the Employee believes may be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact a Union Steward to be present. A Union Steward or Local Union Officer shall have the right to consult with a C.U.P.E. Staff Representative, who may be present at any discussion with supervisory personnel which might be the basis of disciplinary action.

10.06 Access to Personnel File

An Employee shall have the right to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. The Human Resources Manager shall be present at such a review. Such reply shall become part of the permanent record.

10.07 An employee shall only lose seniority in the event of:

- 1) Discharge for just cause, without reinstatement;
- 2) Voluntary resignation in writing;
- 3) Absence of (2) consecutive scheduled shifts without notice to, or approval of the Employer;
- 4) Failure to return to work within ten (10) working days following a layoff.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and service with the Employer prior to the Certification or recognition of the Union. Seniority shall operate on a bargaining unit-wide basis.

11.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. Where two or more Employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted in January of each year.

11.03 Probation for Newly Hired Employees

A newly hired permanent Fulltime or Part Time (A) Employee shall be on probation only for the first ninety (90) calendar days of their employment. A Part Time (B) or Relief Employee shall be on probation for the first one hundred and eighty (180) calendar days of their employment. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 Loss of Seniority

An Employee shall not lose seniority rights when absent from work because of sickness, disability, accident, lay-off, or leave of absence approved by the Employer. During lay-off or leave of absence without pay (except leave of absence for Union business or maternity or parental leave) seniority shall not be accumulated after the first thirty (30) days.

11.05 Transfer and Seniority Outside Bargaining Unit

No Employee shall be involuntarily transferred to a position outside the bargaining unit. Employees transferred to a position outside of the bargaining unit shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such Employee shall have the right to return to her former position, wage or salary rate in the bargaining unit during her trial period which shall be a maximum of sixty (60) calendar days. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position, wage or salary rate in the bargaining unit.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a new or temporary position of more than thirty (30) days duration is created, or when a vacancy occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices and in staff areas for a minimum of seven (7) days, so that all members will know about the vacancy or new position. Positions shall be advertised within one week of vacancy. Where management wishes not to post a vacancy, the Union shall be advised of the reasons why. This clause shall not give Employees the right to grieve management vacancies.

12.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shifts, hours of work, wage or salary rate or range and term of position. Such qualifications may not be established in an arbitrary or discriminatory manner.

12.03 Role of Seniority in Promotions and Transfers

Any vacancy or transfer within the bargaining unit will be filled according to education, training, experience and ability. Where such factors are relatively equal, seniority shall be the deciding factor.

12.04 Trial Period

A successful applicant who has previously completed probation as per Article 11.03 shall be placed on trial for a period of two hundred and twenty-eight (228) hours of work or sixty (60) calendar days, whichever comes first. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new position, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

12.05 Promotions Regarding Higher Qualifications

Considerations for promotion or transfer will 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 immediate Supervisor. An Employee who is promoted or transferred pursuant to this provision and who subsequently fails to achieve the required qualifications within the prescribed period of time may, at the sole discretion of the Employer and without access to the Grievance Procedure, be returned to his/her former position.

12.06 Notification to Employee and Union

The name of a successful applicant will be posted within seven (7) calendar days of appointment. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths, or other termination of employment within the bargaining unit.

ARTICLE 13 - LAY-OFFS AND RECALLS

13.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

13.02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of a lay-off, Employees shall be laid-off in the reverse order of their seniority. An Employee about to be laid-off may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the less senior Employee.

The decision as to whether an Employee is currently qualified to perform the work of a less senior Employee shall rest with the Director of the relevant Service. This decision may be grieved at Step II of the Grievance Procedure, but may not be referred to either Step III or Step IV of the Grievance Procedure.

13.03 Recall Procedure

Subject to being currently qualified, Employees shall be recalled in order of their seniority. Recall shall be governed by the principles in 13.02. Recall protection shall not exceed the period of one (1) year. Employees being laid-off 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. In the event of a medical or family emergency, the Employee, giving appropriate notice to the Executive Director of such an event, shall be permitted up to an additional ten (10) days to report to work.

13.04 No New Employees

New Employees shall not be hired until those laid-off have been given an opportunity of recall.

13.05 Advance Notice of Lay-Off

The Employer shall provide the Site Vice-President of the Local notice of impending lay-offs seven (7) days prior to notification being given to the Employee(s) affected.

The Employer shall notify Employees who are to be laid-off, fifteen (15) days prior to the effective date of lay-off, or as stipulated in Employment Standards.

13.06 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls must be initiated at Step I of the Grievance Procedure.

ARTICLE 14 - HOURS OF WORK

14.01 It is understood and agreed that the staff shall provide for continuous twenty-four (24) hour operation Monday through Sunday.

The table below presents the regular hours and days of work for the positions unless the position necessitates an alteration which shall be subject to mutual agreement between the Employer and the Union.

<u>Positions</u>	<u>Hours</u>	<u>Hours/Week</u>	<u>Days of Week</u>
<u>Support Staff</u>			
Cook	7	35	Monday through Friday
Full-time Administrative Assistant	7	35	Monday through Friday
Part-time Administrative Assistant	5	25	Monday through Friday
<u>Counsellors</u>			
Residential Counsellor	7	35	Monday through Friday
	8.75	35	Monday through Thursday
	8.75	26.25	Friday through Sunday
	7	35	Noon to 8pm - Monday through Friday
Relief Residential Counsellor	8.75 or 7	Varies	On call 24 hrs. per day, 7 days per week
Helpline Counsellor	7	35	Monday through Friday
Midnight Residential Counsellor	8.75	35	Tuesday through Friday
	8.75	26.25	Saturday through Monday
Outreach Counsellor	7	35	Monday through Friday
Community Resource Counsellor	7	35	Monday through Friday
Community Counsellor	7	35	Monday through Friday
Court Support Counsellor	Up to 7	Up to 35	Dependent on Funding
Child and Adolescent Counsellor	7	35	Monday through Friday
			Tuesday through Saturday
Early Childhood Professional	7	35	Monday through Friday

<u>Counsellors (Cont'd)</u>			
Relief Child and Adolescent Counsellor	7	Varies	On call 7 days per week or evenings
Recreation Worker	7	Varies	On call 7 days per week day or evenings
Children's Outreach Counsellor	7	35	Monday through Friday (flexible to meet children's needs, sometimes book Saturday appointments)
Analyst	7	35	Monday through Friday
<u>Therapists</u>			
Therapist	7	35	Monday through Friday
<u>Facilitators</u>			
OWLS Healthy Relationships		Varies	Dependent on the needs of the programs

Pursuant to Schedule A, the normal hours of work shall be:

- a) For full-time Employees, thirty-five (35) hours per week;
- b) For Weekend Crisis Counsellors, twenty-six and one quarter (26.25) hours per week;
- c) For Outreach, Children's Outreach, Community Counsellors and Court Support Counsellors thirty-five (35) hours over a five-day period, with attendance at weekend activities and/or events as required;
- d) For relief Employees, the total hours of work shall not exceed forty-four (44) hours per week;
- e) For temporary Employees, the total hours of work shall not exceed thirty-five (35) hours per week.

14.02 Rotating Shifts

Employees who are required to rotate shifts shall be assigned day duty not less than one-third (1/3) of the time unless otherwise mutually agreed by the Employer and the Union.

14.03 Shift Changes

Shifts shall be posted not less than two weeks in advance. Where a change is made by the Employer in the Employee's shift with less than seven (7) calendar days notice, the Employee shall be compensated at time and one-half (1.5X) for all hours worked on the first shift. There shall be no split shifts.

14.04 Rest Periods

All Employees shall be permitted two (2) fifteen (15) minute rest periods in each full shift. The fifteen (15) minutes shall commence when an Employee leaves their place of work and the Employee shall be back at their place of work when the fifteen (15) minutes expires.

ARTICLE 15 - OVERTIME

15.01 Authorization of Overtime

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

15.02 Payment of Overtime

All authorized overtime worked in excess of forty-four (44) hours per week, or in excess of the regular hours of work of eight and three-quarters (8.75) hours per day, or in excess of the regular hours of work of seven (7) hours per day, shall be compensated for at the rate of time and one-half (1.5X) for the first for (4) hours and double time (2X) thereafter when the overtime is worked immediately prior to or following the Employee's regular shift.

The Employee shall receive time off in lieu of overtime unless there is mutual agreement to pay out overtime earned. Time off in lieu shall be the equivalent of the actual time worked adjusted by the applicable overtime rate and taken at a time mutually agreed upon by the Employer and the Employee.

15.03 Voluntary Work

Employees who work regular hours of work on a daily basis, but who work over thirty-five (35) hours weekly, but less than forty-four (44) hours weekly, shall be paid straight time for those hours or given the equivalent number of hours at straight time rates as lieu time by mutual agreement of the Employer and the Employee.

15.04 Overtime on Scheduled Days Off

This section does not apply to Relief Staff. When an Employee is required to work by the Employer on their scheduled days off with less than seven (7) calendar days' notice, the Employee shall be compensated for the first day at time and one-half (1.5X) and the subsequent consecutive days that are worked at double time (2X).

If the Employee is given seven (7) calendar days notice and works on their scheduled day off, the Employee will be paid straight time unless the Employee works in excess of forty-four (44) hours per week or in excess of their regular hours of work for that day. Overtime will be paid for the first day at time and one-half (1.5X) and the subsequent consecutive days that are worked will be paid at double time (2X).

15.05 Time Off Between Shifts

With the exception of voluntary shift exchanges, failure to provide at least fifteen and one-half (15.5) hours rest for support staff or fourteen and one half (14.5) hours for shift staff between shifts which are being changed, shall result in compensated overtime at established rates for any hours worked during normal rest periods.

15.06 Schedule Changes

When an Employee is required to change his or her schedule without a minimum of seven (7) calendar days notice, the Employee shall be compensated for the first day at the rate of time and one-half (1.5X) and the subsequent consecutive days that are worked will be paid at double time (2X). A change in schedule means that the Employee works the same number of regularly scheduled shifts but on different days of the week.

ARTICLE 16 - HOLIDAYS

16.01 a) Paid Holidays for Fulltime Employees

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

The first shift of the day shall be the shift recognized for holiday purposes for the midnight shift. Should the Government of the Province of Alberta eliminate Family Day as a statutory holiday, the Employer will no longer recognize Family Day as a paid holiday.

b) Paid Holidays for Part Time (A), Part Time (B), Relief and Temporary Employees

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	

The first shift of the day shall be the shift recognized for holiday purposes for the midnight shift. Should the Government of the Province of Alberta eliminate Family Day as a statutory holiday, the Employer will no longer recognize Family Day as a paid holiday.

16.02 Compensation for Holidays on Saturday and Sunday for Support Staff

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday), shall be deemed to be the holiday for the purpose of this Agreement.

16.03 Compensation for Holidays Falling on Days Scheduled to Work

A Fulltime or Part Time (A) Employee who is scheduled to work on their applicable recognized Holidays shall receive a day off with pay on a mutually agreeable day, in addition to the rate of one and one-half times (1.5X) their regular shift rate for all hours worked on the applicable recognized holiday.

16.04 Compensation for Holidays Falling on Scheduled Days Off

a) Fulltime Employees

When any of the holidays indicated in 16.01 (a) fall on a Fulltime Employee's scheduled day off, the Fulltime Employee shall receive a day's pay or another day off with pay at a time mutually agreed.

b) Part Time (A) Employees

When any of the holidays indicated in 16.01 (b) fall on a Part Time (A) Employee's scheduled day off, the Part Time (A) Employee shall receive a day's pay or another day off with pay at a time mutually agreed.

16.05 Part Time (B), Relief and Temporary Employees' Holiday Payment

The Employer will recognize all holidays indicated in 16.01 (b) and the Part Time (B), Relief and Temporary Employees shall be paid for the holidays in accordance with the provisions of Alberta Employment Standards.

16.06 Accumulated Lieu Holidays

An Employee shall have the right to accumulate up to six (6) days in lieu of holidays worked, to be taken in a block at a time mutually agreed and to be taken by 31 March of the following year.

ARTICLE 17 - VACATIONS

17.01 Length of Vacations

Employees shall receive annual vacation with pay as follows:

a) Employees Working a Five (5) Day Workweek [Thirty-Five (35) Hours per Week]

Shall accrue vacation as follows:

- Two (2) weeks [Ten (10) working days] within the first year of employment.
- Three (3) weeks [Fifteen (15) working days] within the second year of employment.
- Four (4) weeks [Twenty (20) working days] within the third year of employment.
- Five (5) weeks [Twenty-five (25) working days] after the sixth year of employment.

b) Employees Working a Four (4) Day Workweek [Thirty-five (35) Hours per Week]

Shall accrue vacation as follows:

- Two (2) weeks [Eight (8) working days] within the first year of employment.
- Three (3) weeks [Twelve (12) working days] within the second year of employment.
- Four (4) weeks [Sixteen (16) working days] within the third year of employment.
- Five (5) weeks [Twenty (20) working days] after the sixth year of employment.

c) Employees Working More than Twenty (20) Hours but Less than Thirty-Five (35) Hours per Week

Shall accrue vacation as follows:

- Two (2) weeks [equivalent to regular working days per week] within the first year of employment.
- Three (3) weeks [equivalent to regular working days per week] within the second year of employment.
- Four (4) weeks [equivalent to regular working days per week] within the third year of employment.
- Five (5) weeks [equivalent to regular working days per week] after the sixth year of employment.

d) Part Time (B), Relief and Temporary Employees

Shall accrue vacation as follows:

- Four (4) percent vacation pay added to basic salary and paid bi-weekly within the first two (2) years of continuous employment.
- Six (6) percent vacation pay added to basic salary and paid bi-weekly after two (2) years of continuous employment.
- Eight (8) percent vacation pay added to basic salary and paid bi-weekly after three (3) years of continuous employment.
- Ten (10) percent vacation pay added to basic salary and paid bi-weekly after six (6) years of continuous employment.

17.02 Vacation Pay on Termination

Upon termination Employees will be paid for any accrued vacation days not taken.

17.03 Preference in Vacations

The Employer shall post a Vacation Planner by January 15 of each year. Employees must submit their vacation preference in writing by March 1st for Annual Vacation.

Vacation time will be granted based on the needs of the operation.

Where more than one Employee requests the same vacation time, seniority will be the determining factor.

When an Employee submits a request in writing after March 1st the vacation request will be granted based on a first come first served basis depending on the demands of the operation regardless of seniority.

17.04 An Employee shall not take vacation leave without prior authorization from the Employer. Once vacations are authorized they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

17.05 Vacation Accrual

Vacation entitlement is based on the Employee's anniversary year and does not need to be accrued to be taken. In the event an Employee uses their total vacation entitlements without maintaining their employment for the full year, vacation pay for days taken in excess of those earned to the date of termination will be reimbursed by the Employee to the Employer. During an Employee's first year of employment, vacation cannot be taken until after completing six (6) months of employment.

17.06 Vacation Carry Forward

An Employee may be permitted to carry forward a maximum of five (5) days vacation to the next vacation year with written agreement between the Employee and the Director of the relevant Service.

ARTICLE 18 - SICK LEAVE PROVISIONS

This article does not apply to Part Time (B), Relief or Temporary Employees.

Employees will make every reasonable effort to attend to medical and dental appointments outside their regular working hours. Prior authorization from Management is required when Employees must leave the workplace to attend medical and dental appointments.

18.01 Sick Leave Defined

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, 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.

18.02 Paid Sick Leave

a) Fulltime Employees

Fulltime Employees shall earn sick leave at the rate of one (1) day every month to a maximum accrual of twelve (12) days.

During an Employee's first year of employment, after completion of probation, one (1) day of sick leave may be taken as Wellness Leave. After one year of service, up to three (3) days, per annum, of current year's sick leave, may be taken as Wellness Leave.

b) Part Time (A) Employees

Part Time (A) Employees shall earn sick leave at the rate of three-quarters (3/4) of a day per month to a maximum accrual of nine (9) days.

During an Employee's first year of employment, after completion of probation, one (1) day of sick leave may be taken as Wellness Leave. After one year of service, up to two (2) days, per annum, of current year's sick leave may be taken as Wellness Leave.

18.03 Vacation Accrual During Sick Leave, Leaves of Absence and Absences for Worker's Compensation

Vacation accrual, as per Clause 17.01 will be discontinued while an Employee is absent from work for a period longer than thirty (30) calendar days due to sickness and/or disability and leaves of absence.

18.04 Illness in the Family

Where no one other than the Employee can provide for the needs during illness of an immediate member of their family residing in the same household (as defined in Article 19.03) an Employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose.

18.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of sickness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

18.06 Proof of Illness

An Employee may be required to produce a certificate from a medical practitioner, for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Time Off for Union Business

The Employer may grant Leaves of Absence, without pay and without loss of seniority, to Employees to attend union conventions, seminars, education classes, or other union business. Granting requests for such leave will be dependent on the needs of the operation and shall not be unreasonably denied.

Up to three (3) Employees may be granted leave at the same time, but normally no more than one (1) Employee from a Team, as per the Letter of Understanding, will be granted such leave.

The Employee must request time for such leave in writing to the Director of the relevant Service at least one (1) week prior to the commencement of the leave.

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 by Employer during the period of absence.

19.02 Study or Personal Growth Leave

All Employees in the bargaining unit shall be allowed two (2) weeks leave of absence without pay after two (2) years of employment. This leave is to be taken at a time mutually agreeable between Employer and Employee.

19.03 Bereavement Leave

This clause does not apply to Part Time (B), Relief or Temporary Employees.

A paid Bereavement Leave of Absence of three (3) days, due to the death of a relative shall be granted by the Executive Director or designate. For this purpose a relative shall be defined as mother, father, brother, sister, spouse/common-law spouse/live-in partner, child or foster child, guardian, mother-in-law or father-in-law, and grandparent of the Employee or of their spouse/common-law spouse/live-in partner.

The Executive Director or designate will, under specific circumstances and conditions, consider a Bereavement Leave for a person not included in the definition of relative.

The Executive Director or designate may authorize one (1) additional day of paid leave before and after the normal three (3) days Bereavement Leave if reasonably required for the purpose of travel.

In addition to the above specified days, one (1) day leave without pay, may be granted upon request to the Executive Director or designate.

19.04 Mourner Leave

One-half day leave shall be granted without loss of salary or wages to attend the funeral as a pallbearer or mourner. Where the family of a deceased Employee requests pallbearers from the Union, the Employer shall grant the necessary leave with pay for up to six pallbearers.

19.05 Maternity Leave as a Right

Maternity leave shall be granted as a right. The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy. The Employer may request documentation from the Employee from her physician verifying that there are no health-related issues that prevent continuous employment, the cost of such documentation shall be paid by the Employer, to a maximum of thirty-five dollars (\$35.00) per document requested.

19.06 Length of Maternity Leave

Unpaid Maternity Leave shall cover a period of up to fifteen (15) consecutive weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.

19.07 Seniority Status During Maternity Leave

While on Maternity Leave an Employee shall retain full employment status and accumulate all non-monetary benefits under this Collective Agreement.

19.08 Procedure Upon Return from Maternity Leave

While on Maternity Leave and when an Employee decides to return to work, with her Doctor's permission, she shall provide the Employer with thirty (30) days written notice as to return to work. On return from Maternity Leave, she shall be placed at least in her former position.

19.09 Parental/Adoption Leave

Unpaid Parental Leave shall cover a period of up to thirty-seven (37) consecutive weeks upon completion of Maternity Leave. In the case of an adoptive parent, a period of not more than thirty-seven (37) consecutive weeks after the child is placed with the adoptive parent for the purpose of adoption.

19.10 Extended Parental Leave

An Employee who has taken extended maternity or parental leave shall be given preference for a vacancy for which they apply, up to one year after the date of the end of their maternity leave or parental leave.

19.11 Time Off for Elections

Employees shall be allowed four (4) consecutive hours off without loss of pay before the closing of the polls in any Federal Election, and three (3) consecutive hours off without loss of pay before the closing of the polls in any Provincial or Municipal Election or Referendum.

19.12 Jury or Court Witness Duty Leave

The Employer shall grant Leave of Absence without loss of seniority benefits to an Employee who serves as juror or is subpoenaed as a witness in a court of law. The Employer shall pay such an Employee the difference between normal earnings and payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay. Other than retention of seniority benefits during Leave of Absence, this clause shall not apply where an Employee is involved in a personal litigation or personal legal matter.

19.13 General Leave

An Employee may be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be unreasonably withheld.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

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

20.02 Rate of Pay on Promotion or Reclassification

An Employee assigned, promoted or reclassified, either temporarily or permanently, to a higher paying position, shall be paid that rate in the salary range of the classification to which they are assigned which is next higher than their present rate.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

Employees temporarily assigned, promoted or reclassified to a higher paying position will return to their former rate of pay when they return to their former position. The former rate of pay shall be adjusted to take into account any Step increases that the Employee would have received while temporarily in the higher paying position.

20.03 Pay on Transfer, Lower Rated Job

When an Employee is assigned temporarily by the Employer to a position paying a lower rate, the rate shall not be reduced. This clause shall not apply in the event an Employee requests reclassification to a lower rated position or if the Employee is the successful applicant for a lower rated position.

20.04 Temporary Assignments Outside the Bargaining Unit

An Employee who posts into a temporary out-of-scope position will continue to pay Union dues and accrue seniority for the duration of the assignment. Such Employee will not be covered by the Collective Agreement during this period.

The Employee will return to her former position at the former rate of pay that will be adjusted to take into account any step increases that the Employee would have been entitled to receive.

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Job Description

The Employer agrees to provide updated job descriptions for all classifications for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

21.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior negotiations with the Union.

21.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an Employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be subject to the Grievance Procedure as per Article 8. The new rate shall become retroactive to the time the new position was first filled by an Employee or the date of change in job duties.

ARTICLE 22 - EMPLOYEE BENEFIT PLANS

This article does not apply to Part Time (B), Relief or Temporary Employees.

22.01 Employer Contributions to Hospital, Medical and Dental Insurance

The Employer shall pay the single Employee cost of the following plans:

- 1) Government operated Hospital and/or Medical Insurance Plan.
- 2) The Extended Health and Dental Plans as mutually agreed to, and short term disability for eligible Employees. An Employee's dependants and spouse/common-law spouse/live-in partner may be covered at the Employee's expense.

- 3) The Employee shall be responsible for the payment of the Long-Term Disability through payroll deduction.

22.02 Employer Contributions to Group Life Insurance Program

The Employer shall pay the full cost of the premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan for all Employees providing a schedule of benefits equivalent to two times an Employee's annual salary.

- 22.03 The Board agrees to contribute up to four (4%) percent of an Employee's gross salary to an R.R.S.P. of the Employee's choice subject to the following conditions:

- a) The Employee must match the Board's contribution;
- b) This benefit will be available to Employees with more than 9 months service and is effective only for the time after (9) months of service.
- c) There will be no backdating of contributions for present Employees.
- d) Employer/employee contributions may be increased on a matching basis, at the employee's request, to 6% for those years in excess of six (6) year's service.

- 22.04 When an Employee has received Short Term Disability Benefits and Long Term Disability Benefits for a continuous and combined total of longer than two (2) years, their employment will be discontinued.

- 22.05 The Employee's return to work following Short or Long-Term Disability may be contingent upon the Employee providing documentation from the Employee's physician verifying that the Employee's health is such that the Employee may return to work, the cost of such documentation shall be paid by the Employer, to a maximum of thirty-five dollars (\$35.00) per document requested.

- 22.06 Employees going on maternity leave, short term disability, long term disability, WCB or any leave of absence of thirty (30) days or longer may maintain their benefits by continuing to pay for their share of their benefits.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Co-operation on Safety

The Union and the Employer shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of Employees and which will provide protection from factors adverse to Employee health and safety.

23.02 First Aid Kits

A First Aid Kit shall be supplied by the Employer.

ARTICLE 24 - PROFESSIONAL FEES

24.01 Professional Fees

1) Full Time Employees and Part Time (A) Employees

Upon proof of payment, the Employer will reimburse all Full Time Employees and all Part Time (A) Employees who have completed six (6) continuous months of employment 50% per year of the cost on one (1) designation required by the position the individual holds.

A new Employee who has received the reimbursement and who terminates employment voluntarily between six (6) and twelve (12) months shall pay back 50% of the fee reimbursement.

2) Part Time (B) Employees

Upon proof of payment, the Employer will reimburse all Part Time (B) Employees who have worked for the Employer a minimum of six (6) months with seventy-five dollars (\$75.00) of the cost of annual professional fees required by the position the individual holds.

A new Employee who has received the reimbursement and who terminates employment voluntarily between six (6) and twelve (12) months shall pay back 50% of the fee reimbursement.

Professional Development

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

- a) maintain a collection of books related to job duties at the Shelter.
- b) arrange for regular meetings of Employees during their normal working hours for discussion of the program.
- c) arrange for Employees to take part in courses, conferences, workshops, institutes, evening meetings, or in-service training sessions. Attendance at such sessions must be approved in advance by the Director.

ARTICLE 25 - SHIFT PREMIUM

A shift premium of one dollar (\$1.00) per hour shall be paid to an Employee working the majority of their hours between Midnight and 8:45 a.m.

ARTICLE 26 - TERM OF AGREEMENT

Unless otherwise specified, all changes to the Collective Agreement are effective on the date of ratification (May 25th, 2009).

26.01 Duration

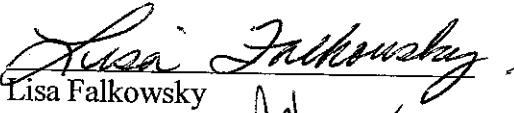
This Agreement shall be binding for a period of three (3) years and remain in effect from May 01, 2008 to April 30, 2011 and shall continue from year to year thereafter unless either party desiring to propose changes to this Collective Agreement shall, between the period of sixty (60) and one-hundred 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.

26.02 Agreement to Continue in Force

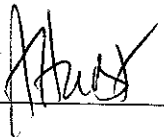
Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall apply retroactively to the date, unless otherwise specified.

IN WITNESS WHEREOF the parties hereto have set their hands at Calgary, Alberta,
this 23 day of December, 2009.

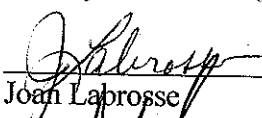
FOR THE CALGARY WOMEN'S
EMERGENCY SHELTER
ASSOCIATION



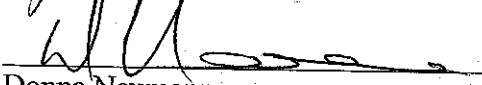
Lisa Falkowsky



Audrey Hurst

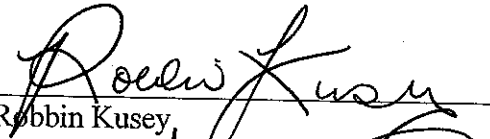


Joan Laprosse



Donna Neumann
Negotiator

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4731




Robbin Kusey



Karen Cade

Shelina Hassanali

Tina Kristianson



Beverley Norman
National Representative

LUMP SUM PAYMENT

Each Employee employed on the date of ratification (May 25, 2009) will receive a lump sum payment in the amount of two percent (2%) for each hour paid from July 1, 2008 to April 30, 2009.

Those employees who are at Step 4 of their salary grid and are not being reclassified will receive an additional one percent (1%) for each hour paid from July 1, 2008 to April 30, 2009

CALGARY WOMEN'S EMERGENCY SHELTER

SCHEDULE "A"

Union Scales as of May 1, 2009 - 2% increase

Counsellors		Step 1	Step 2	Step 3	Step 4
Residential Counsellor	Yearly	40,677.00	42,315.00	42,824.60	45,536.40
Helpline Counsellor	Bi-weekly	1,564.50	1,627.50	1,647.10	1,751.40
Outreach Counsellor	Hourly	22.35	23.25	23.53	25.02
Community Resource Counsellor					
Community Counsellor					
Court Support Counsellor					
Children's Outreach Counsellor					
Counsellors		Step 1	Step 2	Step 3	Step 4
Child & Adolescent Counsellor	Yearly	37,310.00	39,148.20	40,986.40	42,842.80
Analyst	Bi-weekly	1,435.00	1,505.70	1,576.40	1,647.80
Early Childhood Professional	Hourly	20.50	21.51	22.52	23.54
Therapists		Step 1	Step 2	Step 3	Step 4
Therapist	Yearly	53,726.40	56,893.20	60,023.60	63,172.20
	Bi-weekly	2,066.40	2,188.20	2,308.60	2,429.70
	Hourly	29.52	31.26	32.98	34.71
Facilitators (Hourly)		Starting Rate	After 5 yrs.	After 10 yrs.	
OWLS		30.60	32.64	33.66	
Healthy Relationships Facilitators					
Support Staff		Step 1	Step 2	Step 3	Step 4
Administrative Assistant	Yearly	31,249.40	31,668.00	32,086.60	32,523.40
Cook	Bi-weekly	1,201.90	1,218.00	1,234.10	1,250.90
Recreation Worker	Hourly	17.17	17.40	17.63	17.87

Transition:

- Facilitators have 3 Step grid with movement at 5 years and 10 years.
- Classification changes are effective May 1, 2009.
- Employees moving to a new classification will be placed at the next highest rate above their current rate.

Subsequent moves up the salary scale will be based on performance appraisals prior to the Employee's anniversary date of hire into a permanent weekday or weekend position. Successful performance appraisals will result in a step increase. Other appraisals will result in clear conditions being outlined and review set for three (3) months time. Performance appraisals are subject to the grievance procedure.

A new employee may be hired above Step 1 if, in the opinion of the Employer, their previous experience and qualifications warrant. Where this occurs, an explanation will be available to the Union, upon request.

Relief staff will be paid at the step on the scale that is commensurate with their years of experience.

CALGARY WOMEN'S EMERGENCY SHELTER

SCHEDULE "A"

Union Scales as of November 1, 2009 - 2% increase

Counsellors		Step 1	Step 2	Step 3	Step 4
Residential Counsellor	Yearly	41,496.00	43,170.40	43,680.00	46,446.40
Helpline Counsellor	Bi-weekly	1,596.00	1,660.40	1,680.00	1,786.40
Outreach Counsellor	Hourly	22.80	23.72	24.00	25.52
Community Resource Counsellor					
Community Counsellor					
Court Support Counsellor					
Children's Outreach Counsellor					
Counsellors		Step 1	Step 2	Step 3	Step 4
Child & Adolescent Counsellor	Yearly	38,056.20	39,930.80	41,805.40	43,698.20
Analyst	Bi-weekly	1,463.70	1,535.80	1,607.90	1,680.70
Early Childhood Professional	Hourly	20.91	21.94	22.97	24.01
Therapists		Step 1	Step 2	Step 3	Step 4
Therapist	Yearly	54,800.20	58,039.80	61,224.80	64,428.00
	Bi-weekly	2,107.70	2,232.30	2,354.80	2,478.00
	Hourly	30.11	31.89	33.64	35.40
Facilitators (Hourly)		Starting Rate	After 5 yrs.	After 10 yrs.	
OWLS		31.21	33.29	34.33	
Healthy Relationships Facilitators					
Support Staff		Step 1	Step 2	Step 3	Step 4
Administrative Assistant	Yearly	31,868.20	32,305.00	32,723.60	33,178.60
Cook	Bi-weekly	1,225.70	1,242.50	1,258.60	1,276.10
Recreation Worker	Hourly	17.51	17.75	17.98	18.23

Subsequent moves up the salary scale will be based on performance appraisals prior to the Employee's anniversary date of hire into a permanent weekday or weekend position. Successful performance appraisals will result in a step increase. Other appraisals will result in clear conditions being outlined and review set for three (3) months time. Performance appraisals are subject to the grievance procedure.

A new employee may be hired above Step 1 if, in the opinion of the Employer, their previous experience and qualifications warrant. Where this occurs, an explanation will be available to the Union, upon request. Relief staff will be paid at the step on the scale that is commensurate with their years of experience.

CALGARY WOMEN'S EMERGENCY SHELTER

SCHEDULE "A"

Union Scales as of May 1, 2010 - 2% increase

Counsellors		Step 1	Step 2	Step 3	Step 4
Residential Counsellor	Yearly	42,333.20	44,025.80	44,553.60	47,374.60
Helpline Counsellor	Bi-weekly	1,628.20	1,693.30	1,713.60	1,822.10
Outreach Counsellor	Hourly	23.26	24.19	24.48	26.03
Community Resource Counsellor					
Community Counsellor					
Court Support Counsellor					
Children's Outreach Counsellor					
Counsellors		Step 1	Step 2	Step 3	Step 4
Child & Adolescent Counsellor	Yearly	38,820.60	40,731.60	42,642.60	44,571.80
Analyst	Bi-weekly	1,493.10	1,566.60	1,640.10	1,714.30
Early Childhood Professional	Hourly	21.33	22.38	23.43	24.49
Therapists		Step 1	Step 2	Step 3	Step 4
Therapist	Yearly	55,892.20	59,204.60	62,444.20	65,720.20
	Bi-weekly	2,149.70	2,277.10	2,401.70	2,527.70
	Hourly	30.71	32.53	34.31	36.11
Facilitators (Hourly)		Starting Rate	After 5 yrs.	After 10 yrs.	
OWLS		31.83	33.96	35.02	
Healthy Relationships Facilitators					
Support Staff		Step 1	Step 2	Step 3	Step 4
Administrative Assistant	Yearly	32,505.20	32,960.20	33,378.80	33,833.80
Cook	Bi-weekly	1,250.20	1,267.70	1,283.80	1,301.30
Recreation Worker	Hourly	17.86	18.11	18.34	18.59

Subsequent moves up the salary scale will be based on performance appraisals prior to the Employee's anniversary date of hire into a permanent weekday or weekend position. Successful performance appraisals will result in a step increase. Other appraisals will result in clear conditions being outlined and review set for three (3) months time. Performance appraisals are subject to the grievance procedure.

A new employee may be hired above Step 1 if, in the opinion of the Employer, their previous experience and qualifications warrant. Where this occurs, an explanation will be available to the Union, upon request. Relief staff will be paid at the step on the scale that is commensurate with their years of experience.

CALGARY WOMEN'S EMERGENCY SHELTER

SCHEDULE "A"

Union Scales as of November 1, 2010 - 2% increase

Counsellors		Step 1	Step 2	Step 3	Step 4
Residential Counsellor	Yearly	43,188.60	44,899.40	45,445.40	48,321.00
Helpline Counsellor	Bi-weekly	1,661.10	1,726.90	1,747.90	1,858.50
Outreach Counsellor	Hourly	23.73	24.67	24.97	26.55
Community Resource Counsellor					
Community Counsellor					
Court Support Counsellor					
Children's Outreach Counsellor					
Counsellors		Step 1	Step 2	Step 3	Step 4
Child & Adolescent Counsellor	Yearly	39,603.20	41,550.60	43,498.00	45,463.60
Analyst	Bi-weekly	1,523.20	1,598.10	1,673.00	1,748.60
Early Childhood Professional	Hourly	21.76	22.83	23.90	24.98
Therapists		Step 1	Step 2	Step 3	Step 4
Therapist	Yearly	57,002.40	60,387.60	63,700.00	67,030.60
	Bi-weekly	2,192.40	2,322.60	2,450.00	2,578.10
	Hourly	31.32	33.18	35.00	36.83
Facilitators (Hourly)		Starting Rate	After 5 yrs.	After 10 yrs.	
OWLS		32.47	34.64	35.72	
Healthy Relationships Facilitators					
Support Staff		Step 1	Step 2	Step 3	Step 4
Administrative Assistant	Yearly	33,160.40	33,615.40	34,052.20	34,507.20
Cook	Bi-weekly	1,275.40	1,292.90	1,309.70	1,327.20
Recreation Worker	Hourly	18.22	18.47	18.71	18.96

Subsequent moves up the salary scale will be based on performance appraisals prior to the Employee's anniversary date of hire into a permanent weekday or weekend position. Successful performance appraisals will result in a step increase. Other appraisals will result in clear conditions being outlined and review set for three (3) months time. Performance appraisals are subject to the grievance procedure.

A new employee may be hired above Step 1 if, in the opinion of the Employer, their previous experience and qualifications warrant. Where this occurs, an explanation will be available to the Union, upon request.

Relief staff will be paid at the step on the scale that is commensurate with their years of experience.

SCHEDULE "B"

LETTER OF UNDERSTANDING

Between

The Calgary Women's Emergency Shelter
And
The Canadian Union of Public Employees, Local 4731

RELIGIOUS HOLIDAYS

Employees are entitled to substitute one (1) Christian holiday for a religious holy day, the observance of which is an essential tenet of their religious faith, and which precludes the Employee from working.

Requests for substituting a day as noted above must be made in writing to the Director of the relevant Service by January 31st of each year and shall indicate the day she wishes to take as the substitute day and the day for which she wishes to make the substitution.

The provision of compensation, overtime and time in lieu in Article 16 will apply to the religious holy day designated by the Employee.

Employees who have substituted religious holy days and who work on a Christian holiday will receive the regular rate of pay for that day.

Before granting such requests, the Employer will consider the needs of the operation and the impact on other Employees.

Signed this 23 day of December 2009

FOR THE CALGARY WOMEN'S
EMERGENCY SHELTER
ASSOCIATION

Lisa Falkowsky

Audrey Hurst

Joan Labrosse

Donna Neumann
Negotiator

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4731

Robbin Kusey

Karen Cade

Tina Kristianson

Shelina Hassanali

Beverley Norman
National Representative

SCHEDULE "B"

LETTER OF UNDERSTANDING

Between

The Calgary Women's Emergency Shelter
And
The Canadian Union of Public Employees, Local 4731

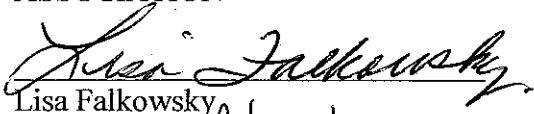
TEAM DEFINITION

For the purposes of Article 19.01, a "Team" is defined as one of the following:

- Residential Services: including Residential Counsellors, Helpline and support staff;
- Outreach Services Counsellors
- Community Counsellors and Community Resource Counsellor
- Court Support Counsellors
- Men's Counselling Service: including therapists and support staff
- Healthy Relationships Facilitators
- Older Women Living Safely (OWLS) Facilitators
- Child and Adolescent Services: including Counsellors, Children's Outreach Counsellor, and Recreation Worker
- Analyst

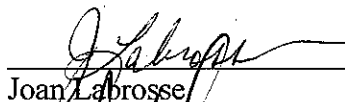
Signed this 23 day of December, 2009


FOR THE CALGARY WOMEN'S
EMERGENCY SHELTER
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Lisa Falkowsky


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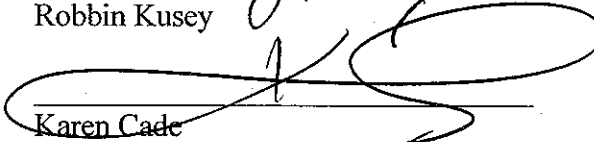
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