

# COLLECTIVE AGREEMENT

Between

THE BOARD OF DIRECTORS  
CAMROSE WOMEN'S SHELTER SOCIETY



and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3341

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

**Effective September 1, 2012 – August 31, 2014**



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## PREAMBLE

It is the intent of the parties:

- (a) To work together supporting a common commitment to assisting individuals and families who are experiencing the effects of family violence to work towards a lifestyle free-of-abuse.
- (b) To maintain harmonious relations and settle conditions of employment between the Employer and the Union.
- (c) To recognize the mutual value of joint discussions and negotiations in matters pertaining to terms and conditions of employment.
- (d) To develop and maintain the best possible service delivery to clients.
- (e) To encourage efficiency in operations.
- (f) To promote morale, well-being and security of Employees.

## ARTICLE 1 - DEFINITIONS

1.01 For the purposes of this Agreement, unless the context otherwise requires:

- (a) A word used in the feminine gender applies also to the masculine.
- (b) A word used in the singular may also apply in the plural.
- (c) **"Employer"** means the Camrose Women's Shelter Society.
- (d) **"Employee"** means an individual covered by the terms of this Agreement.
- (e) **"Full-time Employee"** means an Employee who works in a position designated as a Full-time position by the Employer with regular schedule of full-time hours for her position.
- (f) **"Part-time Employee"** means an Employee who works in a position designated as a Part-time position by the Employer with scheduled hours of work less than the weekly hours of a Fulltime Employee. A Part-time Employee may also be required to be available for call-in work.
- (g) **"Casual Employee"** means an Employee who works in a position designated as a casual position by the Employer and who works on a call in basis and may be scheduled on an incidental basis to cover shifts as determined by the Executive Director, Program Manager or designate. A Casual may also be required to be available for call-in work.
- (h) **"Union"** means the Canadian Union of Public Employees, Local 3341.
- (i) **"Union Representative/Steward"** means an Employee who is elected or appointed by the Employees covered by this Agreement to act on their behalf.

## 1.02 Seniority

**"Seniority"** for regular full-time and part-time employees is defined as the length of continuous service in the bargaining unit, total number of hours worked from date of hire. Seniority shall operate on a bargaining unit wide basis. An employee's seniority date shall be continued during a Leave of Absence paid by the Employer.

Casual workers will have seniority within the casual pool calculated by the number of hours worked from the date of hire.

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

### (a) Loss of Seniority

All accumulated seniority shall be lost and the employment relationship terminated in any of the following events:

- (i) discharge for just cause, without reinstatement;
- (ii) resignation;
- (iii) lay-off in excess of twelve (12) months.

## ARTICLE 2 - RECOGNITION and NEGOTIATIONS

2.01 The Employer recognized the union as the sole bargaining agent for all Employees covered by Certificate No. 65-2005 except those Employees excluded by the Labour Relations Board, or by written agreement between the Parties. Positions that have been agreed to be excluded from the bargaining unit include: Executive Director, Program Manager, Administrative Assistant, practicum students, including STEP students, volunteer coordinator, housekeeper, temporarily funded out of scope positions.

### 2.02 No Other Agreements

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

2.03 This Agreement applies to Casual Employees, except for Articles 12; 13.04:15; 16.01 - 16.05; 16.07; 17.01(a); 17.02; 17.03; 18; 21; 22.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The Employer and the Union agree that there shall be no discrimination by reason of Union membership status or activity in the Union.
- 3.02 The Employer shall meet the expectations described in the Canadian Human Rights Act and the Alberta Human Rights, Citizenship and Multiculturalism Act.

### **ARTICLE 4 - MANAGEMENT RECOGNITION**

- 4.01 It is the exclusive right of the Employer to operate and manage the business in all respects unless otherwise provided by this Collective Agreement. The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement is retained by the Employer. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure after discussion has taken place.

### **ARTICLE 5 - UNION STEWARDS**

- 5.01 The Employer recognizes Union Stewards as official representatives of the Union. The names of Union Stewards will be supplied in writing to the Employer in accordance with Article 5.03 before they are recognized as Union Stewards.
- 5.02 The Union recognizes that the Stewards are employed to perform work as required by the Employer as Employees of the Employer. Whenever possible, Stewards' duties shall be performed at times that will not interfere with services to clients. Stewards will not leave their work to investigate or to process a grievance without the prior approval of the Executive Director or delegate. Such approval will not be unreasonably denied.
- 5.03 The Union shall give notice, in writing, to the Employer of the names of the Union Stewards, and the effective dates of their election or appointment, as soon as possible after election or appointment.
- 5.04 Subject to Article 5.02, where an employee is granted approval to perform Steward duties during an Employee's normal working hours, such reasonable time off shall be without loss of pay for Employees involved in discussions related to the processing of grievances, the investigation of complaints arising out of the Collective Agreement or during disciplinary interviews when Union representation is requested within Camrose Women's Shelter Society business.

- 5.05 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Representatives of the Union must obtain the prior permission of the Executive Director before attending upon the Employer's premises. Permission shall not be unreasonably withheld.

## **ARTICLE 6 - UNION MEMBERSHIP & DUES CHECKOFF**

- 6.01 All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.
- 6.02 Employees covered by this Agreement shall be required to pay Union dues. The Employer shall deduct each month the amount of the Union dues as set by the Union from time-to-time from pay of Employees covered by this Agreement. Initiation fees or assessments shall be deducted when the Employer receives and individually signed Employee authorization for such deductions.
- 6.03 Deductions shall be made from each payroll and shall be forwarded to CUPE National not later than the fifteenth (15<sup>th</sup>) day of the following month accompanied by a list of the names 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 Canadian Union of Public Employees Local 3341.
- Once a year, on or before January 30<sup>th</sup>, the Employer will provide the Union with a list of individual employee's mailing addresses; unless an employee indicates in writing he or she does not wish to have this information provided to the Union.
- 6.04 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 to the Employer at least thirty (30) days prior to the effective date of change.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 6.06 Upon commencing employment, the employee's supervisor will inform the new employee of their Union steward or representative, who shall provide the new employee with a copy of the Collective Agreement.

## **ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS**

7.01 No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without 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 and Stewards.

Staff members have the right to Union representation. It is the responsibility of the staff member to arrange for this representation if they so choose.

7.02 The Employer will provide specific bulletin board space for the use of the Union at the Employer's premises that is accessible to Employees. Material other than meeting notices, educational material, and the list of Union Officers and Union Stewards must be approved by the Executive Director or designate prior to posting on the bulletin board; such approval will not be unreasonably denied.

7.03 Joint Consultation

- (a) The Employer and the Union are committed to joint consultation and information sharing on matters of mutual interest. A Joint Consultation Committee shall be formed for this purpose and shall function for the term of this agreement. The Employer representatives shall be two (2) representatives appointed from the Board of Directors and/or the Executive Director. The Union shall appoint two (2) staff representatives to the Committee.
- (b) The Joint Consultation Committee shall meet at least twice (2 X) per year and may meet more often by mutual agreement of the parties.
- (c) The Joint Consultation Committee shall not deal with interpretation of this Agreement or the resolution of grievances pursuant to Article 8. The Joint Consultation Committee is a forum for information sharing and cannot make decisions. It can, however, make recommendations.
- (d) All budgeted (funded) positions under this agreement will be disclosed in writing internally annually for information purposes to the Union.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

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

8.02 Grievance Procedure

At each step of the grievance procedure, the Grievor shall have the right to be present and have representation by the Union. An earnest effort shall be made

by all parties to settle grievances fairly and promptly in the following manner:

### **Step One**

If an Employee or a group of Employees has a grievance, the Employee or group of Employees will submit, to her immediate supervisor, a written statement of the grievance within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance.

The grievance, when presented in writing, must be signed by the Employee or group of Employees and the Union, and shall contain:

- (a) A summary of circumstances giving rise to the grievance; and
- (b) The particulars of the remedy sought.

The immediate supervisor shall meet with the Grievor(s) and the Steward within fifteen (15) calendar days of receipt of the grievance and shall render her decision, in writing, within fifteen (15) calendar days of this meeting.

### **Step Two**

Failing satisfactory settlement being reached in Step One, within fifteen (15) calendar days of receipt of the decision in Step One, the grievance may be referred, in writing, to the Executive Director. The Executive Director shall render a decision in writing to the Union within ten (10) days of the receipt of the grievance.

### **Step Three**

Failing satisfactory settlement being reached in Step Two, within fifteen (15) calendar days of receipt of the decision in Step Two, the grievance may be referred, in writing, to the Personnel Committee. The Employer shall appoint three (3) representatives to the Personnel Committee. The Personnel Committee shall convene a meeting where both parties make representation. The Committee will make their best effort to resolve the grievance within fifteen (15) calendar days of submission of grievance to Step Three. If all three (3) members of the Personnel Committee agree on a resolution to the grievance, their decision shall be put before their respective principals for a final and binding decision.

### **Step Four**

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 by either party. Both parties shall equally bear the total cost of the mediator.



## **Step Five**

Failing satisfactory settlement being reached in Step Three, within fifteen (15) calendar days of receipt of the decision in Step Three, the grievance may be referred, in writing, to arbitration by either party.

### **8.03 Policy Grievance**

A policy grievance may be initiated by the Employer or the Union where the dispute involves a question of general application or interpretation of the Agreement. A policy grievance shall not include any matter that could have been subject of a grievance by an Employee or a group of Employees. A Policy Grievance may be filed at Step 2.

### **8.04 Arbitration**

- (a) The Union and the Employer shall endeavor to agree on a single Arbitrator within fifteen (15) calendar days of the notice to submit the grievance to arbitration.
- (b) If the Union and the Employer fail to jointly appoint a single Arbitrator within the time limits, the Director of Mediation Services shall be asked to appoint an Arbitrator in accordance with the Alberta Labour Relations Code.
- (c) The Employer and the Union shall bear equally the total costs of the Arbitrator.
- (d) The decision of the Arbitrator shall be final, binding and enforceable on all parties affected. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

## **General**

8.05 The time limits specified in both the grievance and Arbitration procedures may be extended by mutual agreement between the Employer and the Union.

8.06 Anything that is required or permitted to be served on the Employer or on the Union under this Article shall be deemed to be properly served if it is served:

- (a) Personally at the workplace on a Steward or Union Representative, or on the Executive Director. If service is effected personally, the date on which it is served is the date of service; or
- (b) By fax transmission to the office or the Union or the office of the Employer. If service is effected by fax transmission, the date on which it is transmitted is the date of service; or
- (c) By registered mail or courier at the postal address of the Union or the Employer. If service is effected by registered mail, service of it shall be deemed to have occurred on the date of signed receipt.

## **ARTICLE 9 - DISCIPLINARY ACTION**

9.01 No employee shall be disciplined or dismissed without just cause. In cases of discipline, up to and including discharge, the burden of proof or just cause shall rest with the Employer.

9.02 When an Employee is to be disciplined, the Employee may request a Union Representative to be present at any meeting with the Employer.

The Employer shall advise the employee in advance of any disciplinary meeting/interview and permit time for the employee to arrange for Union representation.

9.03 The Employer will provide the Union copies of all discipline letters prior to placing them in the Employee's file.

9.04 When an Employee is issued a letter of discipline, the Employee will sign and date the document solely for acknowledgement of receipt of the document.

9.05 The Employer will adhere to the principles of progressive discipline.

9.06 Employees will receive a performance review annually. The employee's personnel file will be reviewed at this time. All information to be expunged from the file that is either 18 months old or used on the performance review will be given to the employee to dispose of.

## **ARTICLE 10 - WAGES AND JOB CLASSIFICATIONS**

### **10.01 Salaries and Payment of Wages**

(a) The Employer shall pay salaries and wages earned according to wage schedules attached to and forming part of this Agreement, one payment due on the 10th of the month and one payment due on the 25th of the month. On each payday, each Employee shall be provided with an itemized statement of:

Basic hourly rate of pay

Wages earned

Overtime earned

Other supplementary pay

Statutory deductions

Health Benefit Premiums

Annual vacation and sick days will be updated regularly on timesheets.

- (b) An Employee's basic rate of pay shall be established in accordance with the Wage Schedules attached to and forming part of this agreement.

#### 10.02 Wage Grid Progression

- (a) Upon completion of two thousand and eighty (2080) hours of work, an employee shall advance to the next step on the pay grid if she has received a satisfactory appraisal.
- (b) Hours of work shall be inclusive of all worked hours, overtime and vacation leave and exclusive of sick leave, named holidays and other paid or unpaid leaves of absence.

A new employee shall commence employment at Step 1 in the applicable pay range. However, salary recognition may be granted for job specific and relevant work experience satisfactory to the Employer provided not more than two (2) years have lapsed since such experience was obtained. Upon verification of a new Employee having job specific and relevant experience satisfactory to the Employer, the Employee's starting salary may be adjusted one (1) salary increment for each four (4) full years of experience, up to the top increment of the pay range.

- (c) The Employer shall assign an employee to the appropriate higher pay range when the employee is able to validate the relevant education qualifications that are directly related to the position. Post secondary education shall be in Social Sciences related discipline. If professional registration is not maintained, then the employee will be placed back on the wage grid that corresponds to not having professional registration, effective the date the registration expires.

#### 10.03 Education Upgrading

- (a) The Employer shall make efforts to accommodate an employee choosing to undertake job relevant educational upgrading.
- (b) Upon successful completion of educational upgrading and, if applicable, Article 10.02 (b) shall be affected.
- (c) Training/Staff Development – All employees will receive sufficient job related technical and program training to maintain the competency of their skills and keep up to date on new ones. The employer will provide course choices, where possible dates and times, will be made available at least one week in advance to employees. No employee shall be required to be recalled or break up their vacation entitlement to accommodate training programs. Employees may request other work-related courses or workshops upon written request and prior approval of the employer, approval will be given based on funding availability. Upon successful completion of these pre-approved courses, the employee will be reimbursed costs. The employer will cover the cost of all mandatory training for

full time, part time and casual employees and will provide full time and part time employees with other training opportunities, including in-services, certification programs, conferences, etc., at no cost to employees.

### **Change in Classification**

#### **10.04 Temporary Assignment**

- (a) An Employee temporarily assigned by the Employer for a period of five (5) days or more, to a higher paying position/classification shall be paid in addition to her basic hourly rate of pay, the difference between her current rate of pay and the same step in the pay grid of the higher pay schedule and pay range.
- (b) When an Employee is assigned temporarily by Management to a position paying a lower rate, her rate shall not be reduced. Long-term transfers by the Employer will be red-circled at the higher rate of pay. When an employee applies internally on a position with a different rate of pay and is successful in achieving the position, the employee will receive the rate of pay attached to that position.
- (c) Hours worked in the temporary position shall be credited for wage grid progression in the employee's regular position.

#### **10.05 New Classification**

- If the Employer establishes a new job classification within the bargaining unit, the Employer may set an interim rate of pay. The Union will be notified of the new classification and the interim rate of pay, in writing. If the Union does not agree with the interim rate of pay, the Union shall, within thirty (30) days from the date of receiving notification, advise the Employer that it wishes to negotiate the rate of pay for the new classification. The parties shall meet to negotiate the rate of pay for the new classification.

In the event the parties are unable to achieve mutual agreement on the rate of pay for the new classification, the arbitration process may be implemented in accordance with Article 8.04.

### **ARTICLE 11 - HOURS OF WORK**

- 11.01(a) 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.
- (b) **Definition of Shift Cycle**  
A shift cycle shall be defined as (4) four consecutive weeks

### 11.02 Hours of Work

- (a) The first shift of the day shall be that shift on which the majority of hours fall after midnight.
- (b) **Full-time Employees**  
Regular hours of work for all Full-time Employees shall be between eight (8) and ten (10) hours per day and forty (40) hours per week averaged over a shift cycle.
- (c) **Part-time and Casual Employees**  
Part-time Employees shall be regularly scheduled at least sixteen (16) hours to (20) hours per week but less than full-time hours of work and optional hours, for part time and casual employees, may be scheduled for short shifts from 3-9 hours, to meet emergent needs of the shelter.

### 11.03 Scheduling

- (a) **General**

Scheduling shall provide for:

- (i) days off shall be consecutive;
- (ii) not more than six (6) consecutive days of work;
- (iii) an equal distribution of weekends off in the cycle of shifts for full time staff;
- (iv) not less than ten (10) hours rest between shifts;
- (v) split shifts cannot be scheduled.

Example of a Split Shift: Employee starts at 8:00 AM and works until 12:00 PM  
Then the employee goes home and returns at 4:00 PM and works until 8:00 PM.

The schedule must be posted by the 15<sup>th</sup> of the preceding month. Where possible, backfilling of positions will be done for all known vacancies by the 15<sup>th</sup> of the preceding month as well.

For the purposes of this Article a weekend shall be defined as the night shift Friday to the hours of the morning shift Monday.

Whenever possible, an employee will be given at least twenty four (24) notice of a shift change.

### 11.04 Modified Hours of Work

Modified hours of work may be implemented where mutually agreed between the Employer and the Union. Modified work schedules shall be in writing.

## 11.05 Rest and Meal Periods

### (a) Crisis Intervention Worker

Two (2) fifteen (15) minute paid rest breaks during the shift. One in the first half and one in the second half of the day and a one-half hour paid meal break. Breaks shall not be combined together without approval by the Supervisor.

Employees working five (5) hours or less are entitled to one (1) paid fifteen (15) minute rest break.

Employees are required to remain on the work premises and to be available for duty during paid breaks unless otherwise agreed between the Employer and the Union. If more than two (2) CIW's are on site when a CIW is having their break, the CIW can leave the premises during their break if approved by management.

### (b) Program Staff

Two (2) fifteen (15) minute paid rest breaks during the shift. One in the first half and one in the second half of the day and an unpaid meal break.

Employees working five (5) hours or less are entitled to one (1) paid fifteen (15) minute rest break.

Employees are not required to remain on the work premises or to be available for duty during unpaid breaks unless otherwise agreed between the Employer and the Union.

Designated breaks will be established where possible. The Employer will provide a designated place for staff to take their breaks.

## 11.06 Staff Meetings & Training

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

- (a) hold regular staff meetings which are mandatory and paid time for full time and part time staff. Staff meetings are optional and unpaid for casual staff.
- (b) arrange opportunities for Employees to take part in professional development, continuing education or in-service training sessions. Attendance at such sessions is at the discretion of the Employer and must be approved in advance by the Executive Director or designate, and may be granted with or without pay.

If any of the above are mandatory, Employees shall be paid at her basic rate of

pay for attendance at meetings or training sessions.

#### 11.07 Shift Exchange

Employees may exchange shifts amongst themselves provided that:

- (a) the exchange is agreed to in writing between the affected Employees; and
- (b) prior approval of such an exchange has been given by management.

Such exchange shall be recorded on the shift schedule for payroll recording and will not be deemed a violation of the scheduling provisions of this Article, nor shall it result in any extra cost for the Employer.

Approval of shift exchange shall not be unreasonably denied.

#### 11.08 Casual Shifts

- (a) Minimum Work - Casual Employees

A casual Employee may be deemed to have terminated her employment if she has not worked at least one shift per month within her stated availability unless the Employee has proper cause or prior manager or designate approval.

- (b) Additional hours of work shall be offered to Part Time Employees followed by Casual Employees who have indicated availability on a fair rotational basis.

The onus shall be on the Employee to keep the Program Manager informed of her availability.

#### 11.09 Give Away of Shifts

In any calendar year, Full time employees may give away up to six (6) of their shifts in accordance to the following:

- (a) Give away shifts shall be at no additional costs to the employer.
- (b) The responsibility of finding operational shift coverage is with the employee.
- (c) The employee accepting the shift shall be responsible for covering the shift.
- (d) This give away shift has to be requested in writing in advance and using the same procedures for regular shift exchanges.
- (e) Approval of shift give away shall not be unreasonably denied.

#### Full Time – Stat Holidays Shift Exchange and Shift Give Away to Part Time and Casual Employees

When a shift that is being exchanged or given away is a stat holiday; the employee giving away the shift shall be paid for the day at their regular rate of

pay and have the day off. The Employee working the shift shall be paid at time and a half (1 ½) their regular rate of pay if qualified pursuant to the Alberta Employment Standards Code and Regulation.

## **ARTICLE 12 - PROBATIONARY PERIOD**

12.01 All new full-time Employees covered by this Agreement shall serve a probationary period of 480 hours worked from date of hire.

All new part-time Employees covered by this Agreement shall serve a probationary period of 480 hours worked from date of hire.

All casual Employees covered by this Agreement shall serve a probationary period after of 480 hours of work from date of hire.

12.02 The probationary period may be extended by the Employer for a maximum of an additional 160 hours of work.

12.03 If, in the opinion of the Employer, a probationary employee is found to be unsatisfactory, she may be terminated without notice and without recourse to the grievance procedure.

12.04 In the event an employee changes classification during the probationary period, she will be required to complete a new probationary period commencing on the date of transfer to the new classification.

12.05 Orientation and Appraisal

Probationary Employees will be provided with training and orientation for the duties of their job classification.

Probationary Employees will be provided with feedback of their performance prior to the conclusion of working 240 hours and will be informed of their progress or any deficiencies in performance.

## **ARTICLE 13 - ALLOWANCES, PREMIUMS, AND FEES**

13.01 Night Shift Premium

A night shift premium of two dollars (\$2.00) per hour will be paid to an employee for night shift.



## Weekend Premium

A weekend premium of one dollar (\$1.00) per hour shall be paid, in addition to shift premium, if applicable, for the hours of the night shift Friday to hours of the morning shift Monday.

### 13.02 Criminal Checks

Regular criminal checks are a condition of continued employment and must be submitted in a timely fashion and may be requested at the discretion of the Employer. The cost of criminal checks for employees shall be reimbursed upon submitting a receipt to the Executive Director. The cost of criminal checks will not be reimbursed to new employees and are a condition of hire.

### 13.03 CPR and First Aid

A current employee shall be reimbursed for the cost of or provided with re-certification at no cost for required CPR and First Aid qualifications. The cost of CPR and First Aid will not be reimbursed to a new employee prior to the completion of probation and is a condition of continued employment.

### 13.04 Call Back

A Regular Part-time or Full-time Employee who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:

- (i) the overtime rate as specified in Article 14 for the actual time spent; or
- (ii) three (3) hours at the basic rate of pay; whichever is greater.

## **ARTICLE 14 - OVERTIME**

14.01 All overtime must be authorized in advance by the Employer.

14.02 Overtime shall be defined as time worked in conjunction with and in excess of regularly scheduled hours up to ten (10) hours per day.

14.03 A week shall be defined as Sunday to Saturday.

14.04 Overtime worked shall be compensated at one and one half (1 ½) times the Employee's basic hourly rate of pay or time in lieu on an hour per hour basis if mutually agreed by the Employer and the Employee.

## ARTICLE 15 - EMPLOYEE BENEFITS

### 15.01 Health Benefits

- (a) 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.
- (b) Cost sharing of health benefit premiums for those benefits listed in Article 15.01(c) shall be as follows:
  - (i) Long Term Disability Insurance - 100% Employee paid
  - (ii) Life Insurance and Accidental Death and Dismemberment Insurance - 100% Employer paid
  - (iii) Extended Health Insurance - 100% Employer paid
  - (iv) Dental Insurance - 100% Employer paid
  - (v) Health Spending Account
    - (a) The Employer will establish for each Full Time Employee a Health Spending Account and will contribute annually \$500.00 (five hundred dollars) for each 1.0 full time equivalent (FTE) employee.
    - (b) The Employer will establish for each PTE member a Health Spending Account and will contribute annually \$250.00 (two hundred and fifty dollars) for each part time employee.
    - (c) The unused balance will be carried forward for a total accumulation of two years. Employees leaving the employ of the Employer will forfeit any remaining balance.
    - (d) All new employees would be eligible after 6 months of employment.
    - (e) The current health care benefit carrier will be administering the Health Spending Account as part of AUMA Group Benefits.

In the event Alberta Health premiums are re-instated cost sharing between the Employer and Employees shall commence.

- (c) In particular, the Employer will obtain and maintain policy or policies of insurance providing the following types of benefits, subject to usual conditions and limitations:
  - (i) Life Insurance and Accidental Death and Dismemberment Insurance;
  - (ii) Long Term Disability Insurance;
  - (iii) Extended Health Insurance;
  - (iv) Dental Insurance.
- (d) A regular part-time or full-time Employee shall be eligible for health benefits upon completion of the insurer's waiting period and works on average at least twenty hours per week (.5 FTE).

- (e) All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the Benefit Plan as amended from time to time. The basic outline of the Benefit Plan is included for information purposes only; it does not constitute part of this Agreement.
- (f) Where an employee is on an unpaid leave of absence, her benefit coverage will be continued for the first month with the usual cost-sharing arrangements. After that first month and subject to the insurance company's requirements, an employee may elect to continue her benefit coverage while on unpaid leave as long as she makes prior arrangements for the regular payment of the full premiums for the applicable plans. This means an employee who wishes to continue benefit coverage during an unpaid leave will pay all benefit premiums, including the employer and employee share.

**ARTICLE 16 - PAID HOLIDAYS**

16.01 After being employed for thirty (30) working days, Full-time Employees are entitled to one (1) day's paid leave based on the hours of work of the Regular Schedule for each of the following holidays:

New Years Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Victoria Day
Remembrance Day	Canada Day
Christmas Day	Boxing Day

16.02 No payment shall be due for the Named Holiday, which occurs during:

- (a) a layoff, or
- (b) all forms of leave during which a Regular Employee is not paid; or
- (c) an absence while in receipt of disability insurance or Workers' Compensation Benefits.

16.03 When any of the above noted holidays fall on a Full-time Employee's Scheduled day off, the Full-time Employee shall receive:

- (a) by mutual agreement a day off with pay at their basic rate of pay added to the Regular Full-time Employee's next annual vacation; or
- (b) a mutually agreed day off with pay at their basic rate of pay in conjunction with the Employee's regular days off within thirty (30) calendar days, after the Named Holiday; or
- (c) one (1) regular day of pay at their basic rate of pay in lieu of the Named Holiday.

- 16.04 When a Named Holiday falls during a Full-time Employee's annual vacation the Employee shall receive:
- (a) by mutual agreement, a day off with pay at their basic rate of pay added to the Regular Full-time Employee's annual vacation; or a mutually agreed day off with pay at their basic rate of pay in conjunction with the Regular Full-time Employee's regular days off within thirty (30) calendar days of the Regular Full-time Employee's return from annual vacation; or
  - (b) one (1) day of pay at their basic rate of pay in lieu of the Named Holiday.
- 16.05 A Full-time Employee scheduled or required to work on any of the Named Holidays shall be paid at two and one-half (2 ½ X) times the Employee's basic hourly rate of pay.
- 16.06 Vacation pay will be accumulated for each employee and paid out upon written vacation request or upon completion of employment.
- 16.07 Employees shall not be eligible for paid holidays during any leave of absence without pay or during periods of layoff.
- 16.08 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 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 17 - ANNUAL VACATION LEAVE**

17.01 Vacation leave entitlement, with pay, shall be earned:

(a) Full-time & Part-time Employees

Full-time & Part-time employees shall be entitled to an annual paid vacation:

- (i) eighty hours (80) for full time staff and forty hours (40) for part time staff after one (1) year of continuous employment, with the option of taking one (1) week of vacation time after the first six (6) months of employment;
- (ii) one hundred and sixty hours (160) for full time staff and eighty (80) for part time staff after three (3) years of continuous employment;
- (iii) two hundred hours (200) for full time staff and one hundred hours (100) for

- (iv) part time staff after five (5) years of continuous employment;  
two hundred and forty hours (240) for full time staff and one hundred and twenty hours (120) for part time staff after eight (8) years of continuous employment.

Vacation time is calculated from date of hire and may be taken following each anniversary date thereafter.

Full-time Employees shall not accrue vacation pay during any leave of absence, during sickness or Workers' Compensation absences or during periods of layoff. Hours of vacation pay will be proportionately reduced for periods outlined above on which vacation pay does not accrue.

(b) Casual Employees

Casual Employees shall receive four (4%) percent of straight time wages as vacation pay and six (6%) percent after five (5) continuous years of service.

17.02 Vacation Credits

Vacation accruals shall be credited monthly and indicated on the Employee's timesheet each month.

17.03 Time of Vacation

There shall be no payout of vacation and no carryover of vacation, unless approved by the Executive Director or designate.

During the months of June through August, preference for up to two (2) weeks of vacation time shall be granted by order of seniority provided the Employee has submitted her vacation request prior to May 1. Christmas vacation requests are required by November 1<sup>st</sup> and are also granted based on seniority and consideration of who took Christmas vacation during prior years. The same employee cannot be given priority two years in a row.

All other vacation requests will be granted on a first come, first serve basis

**ARTICLE 18 - LEAVES OF ABSENCE**

Paid Leaves of Absence

18.01 Bereavement Leave

- (a) A full-time or part-time employee shall be granted bereavement leave to a

maximum of three (3) days without loss of pay in the event of a death in the employee's immediate family for the purpose of arranging or attending the funeral of such relative. Immediate family shall mean:

Spouse	Sibling
Child	Step-Child
Parent	Step-Parent
Father-in-law	Mother-in-law
Brother-in-law	Sister-in-law
Grandparent	Grandchild
Foster Child	

- (b) Where burial occurs outside the province, such paid leave shall also include reasonable travel time not to exceed two (2) extra paid days within Canada and the United States and three (3) extra paid days outside Canada and the United States.
- (c) The Employer will consider permitting access to vacation time or unpaid leave for the purpose of bereavement.

#### 18.02 Personal Wellness Days

All Full time and Part-time employees are entitled to up to (4) regularly scheduled shifts per year with pay for their personal wellness. The Employee must make the request, in writing in advance in order to use a personal wellness day. Employees will not be required to provide a medical certificate or any other substantiation when making use of Personal Wellness Days. The Employer will grant a personal wellness day if operations permit. Requests for Personal Wellness Days shall not be unreasonably denied.

#### 18.03 Compassionate Leave

- (a) At the discretion of the Employer, Compassionate Leave may also be granted for serious illness or a serious accident, of the people mentioned in 18.01(a).
- (b) Compassionate leave shall be without pay in compliance with the Employment Insurance regulations.

#### 18.04 Sick Leave

- (a) Following successful completion of probation, sick leave credits for a Regular Full-time employee shall be earned at the rate of up to ten (10) hours for each full month of employment up to a maximum credit of one hundred and twenty (120) hours. Sick leave credits for a Regular Part-time employee will be prorated to her full-time equivalent (FTE).

- (b) When an Employee has accrued the maximum sick leave credits, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time Employee shall recommence accumulating sick leave credits.
- (c) For the purpose of computing sick leave accumulation, the following shall be counted as working days: days of work, days on which the Employee is on vacation and days on which the Employee is on leave of absence with pay under the terms of the Collective Agreement.
- (d) An employee reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported sick.
- (e) An Employee granted sick leave shall be paid at her basic hourly rate for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.
- (f) An Employee may be required to provide satisfactory proof of illness for absence and for sick leave credits.
- (g) After a minimum of 5 years of service, and reaching the age of 50, upon retirement, 50% of unused sick leave credits will be paid to the employee. Upon termination of employment all sick leave credits shall be cancelled and no payment shall be due to the employee.
- (h) Casual employees are not eligible for sick leave benefits.
- (i) Where no one other than the employee can provide for the needs during illness of an immediate member of their family (as defined in Article 18.01) an employee may be permitted with approval to use a maximum of five (5) accumulated sick days.
- (j) When an employee has received short term disability and long term disability benefits for a continued and combined total of longer than two years, their employment may be discontinued unless medical verification to show ability to return to work is provided.

#### 18.05 Jury Duty

When a Full-time Employee is required to serve jury duty, she shall be allowed a leave with pay, but any jury fees receivable by her shall be paid to the Employer. The Employee shall provide the Employer with proof from an Officer or Clerk of the Court.

#### 18.06 Leaves of Absence Without Pay

- (a) Requests for Leaves of Absence without pay shall be submitted in writing to the Employer for consideration.
- (b) A leave of absence without pay may be granted to a maximum of three (3)

months with exception of short-term or long-term disability, after the employee has had a minimum of two years of service. Employee's who have been approved for such leave prior to the signing of this agreement shall be grandfathered in.

#### 18.07 Education Leave

A leave of absence without pay for the purposes of further education may be granted with proof of acceptance for a period not to exceed twelve (12) months in total after the employee has had a minimum of two (2) years of service. The Employee shall be reinstated to an equivalent position upon her return from education leave. Employee's who have been approved for such leave prior to the signing of this agreement shall be grandfathered in.

#### 18.08 Union Leave

An Employee who wishes to have a leave of absence for Union Business shall request the leave in writing as far in advance as possible. The Employer shall grant the unpaid leave for such requests if operations permit and such leave shall not be unreasonably denied. Unpaid leave shall be arranged on the basis of the Employer maintaining the Employee's pay and benefits and the Union shall reimburse the Employer for all pay and benefits paid by the Employer for the period of absence.

#### 18.09 Maternity/Parental Leave

- (a) An Employee, who has completed one year of employment, shall upon two (2) weeks written notice commence Maternity Leave. The two (2) week notice will be waived in case of an emergency, the Employee will submit in writing the notice for Maternity Leave as soon as possible.
- (b) Such leave shall be without pay and benefits except for the portion of Maternity Leave during which the Employee has a valid health-related reason for being absent from work and is also receipt of Sick Leave, EI Sub Plan Benefits, Short Term or Long Term Disability. Maternity Leave shall not exceed twelve (12) months unless extended by mutual agreement between the Employer and the Employee.
- (c) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same classification, rate of pay and equivalent hours of assigned to her immediately prior to taking Maternity Leave.

#### 18.10 Adoption Leave

- (a) An Employee who has completed one year of employment shall, upon written request, be granted leave without pay for up to twelve (12) months for the purpose of adopting a child.



- (b) The Employee may commence adoption leave upon one days' notice, provided the application for such leave is made when the adoption has been approved. The Employer shall be kept informed of the progress of the adoption proceedings.
- (c) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate the Employee in the same classification, rate of pay and equivalent hours of work assigned to the Employee immediately prior to taking Adoption Leave.

#### 18.11 Critical Illness Leave

In the event of critical illness in the immediate family, an employee shall be granted leave without pay in accordance with the Employment Insurance Act.

### **ARTICLE 19 - PERSONNEL FILES**

- 19.01 Upon providing written notice, an Employee shall have the right to have access to and review their personnel file. The immediate supervisor will make the file available in a timely manner. The Employee's supervisor shall be present at such a review, as well as a Union Steward/Representative upon the Employee's request.
- 19.02 Personnel and other employee files shall be maintained in a secured office and file cabinet.
- 19.03 Employee non-disciplinary records and information contained in the Personnel files shall be kept for six (6) years in accordance with current legislation.

### **ARTICLE 20 - EMPLOYEE APPRAISALS**

- 20.01 Job descriptions and duties shall be accessible to all staff.
- 20.02 Where a formal evaluation of the employee's performance is made, the employee concerned shall be given the opportunity to review and sign the performance evaluation form upon its completion to indicate that its contents have been read.
- 20.03 The employee shall have the right to place his own comments on the form, or to append his comments to the form.
- 20.04 An employee's evaluation shall not be released by the Employer to any person without the written consent of the employee, except as required by law.

20.05 The parties recognize the value of an ongoing employee appraisal system designed to provide effective communications between the Employer and the Employee regarding an Employee's performance. The purpose of the appraisal is to acknowledge accomplishments, identify areas for growth and development and provide constructive feedback to an employee designed to support the employee in achieving performance goals.

## **ARTICLE 21 - LAYOFF AND RECALL**

### **21.01 Notice**

When, in the opinion of the Employer, it becomes necessary to reduce the workforce, the Employer will notify an Employee who is to be laid off, in writing, at least twenty-one (21) calendar days prior to the date of the layoff, except that the twenty-one (21) calendar days notice shall not apply where layoff results from an act of God, fire, or flood or a natural disaster.

### **21.02 Layoffs**

In determining the order of layoff, the Employer shall lay off in reverse order of seniority by classification. In all instances, layoff is subject to the remaining employee having the qualifications and ability to perform the work.

### **21.03 Rights on Layoff**

Upon receipt of a layoff notice an employee may:

- (a) move into a vacant position for which she has the ability to perform the work; or
- (b) displace the least senior Employee in her classification from a position for which she has the ability to perform the work; or
- (c) accept the layoff.

### **21.04 Recall**

Recall shall be in order of seniority by classification provided the Employee has the ability to perform the work. Recall shall be to the employee's former position and former full time equivalency (FTE).

No new regular Employees will be hired while there are other regular Employees on layoff as long as laid off Employees have the ability to perform the work.

- (a) An employee accepting a position having a FTE less than her former position shall maintain her recall rights to a position with the equivalent FTE of her former

- position.
- (b) Employees with the right of recall shall be notified of all job postings prior to external postings.
  - (c) Recall rights and obligations shall expire upon:
    - (i) an employee accepting a permanent position having the same classification and equivalent FTE of her former position;
    - (ii) the expiration of 12 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 her former position;
    - (iv) failure to respond to a recall in accordance with this Article.
  - (d) 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) calendar days of receiving notice to report, shall forfeit all recall and seniority rights under this Agreement.

## **ARTICLE 22 - POSTINGS AND SELECTION**

### **22.01 Postings**

- (a) When a new position is created or vacancies required to be filled occurs, for a Full-time or Part-time position in any classification covered by this Agreement, notice of such vacancies shall be posted internally for seven (7) full calendar days. The Employer may advertise externally for a position or vacancy at the same time.
- (b) For informational purposes only and without restricting management's rights, the posting shall state the classification, FTE, required education and qualifications and salary range.
- (c) All positions covered by this Collective Agreement must be filled prior to hiring volunteers.
- (d) Vacancies must be posted as soon as management is made aware in writing that a vacancy will occur.

### **22.02 Selection**

In filling a new position or a vacancy, appointments shall be made on the basis of education, training, experience, and ability. Where such factors are relatively equal, seniority shall be the deciding factor.

- 22.03 When a vacancy is posted and circumstances require the Employer to fill a vacancy before the expiration of the posting period, or prior to the availability of a qualified applicant, the appointment shall be made on a temporary basis only. The Employer shall fill such vacant position on a permanent basis as soon as a

qualified applicant becomes available.

#### 22.04 Trial Period

A regular employee who is the successful applicant on a posting shall be considered on a trial period consistent with Article 12 of this agreement. During this trial period the Employee may choose to return or the Employer may direct the Employee to return to their former position at their former rate of pay without loss of seniority.

#### 22.05 Temporary Out of Scope

A regular Employee who applies for and is successful on a temporary posting shall maintain her status and be deemed to be on temporary assignment. There shall be no loss of employment status. Benefits shall be based on the FTE of the temporary assignment. The Employee will return to her regular position at the end of the temporary assignment. A regular Employee shall maintain her right to seniority and continue to accumulate seniority while on the temporary assignment.

### ARTICLE 23 - EFFECTIVE DATE and TERM



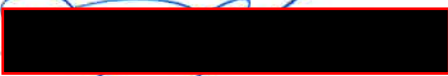
23.01 This Collective Agreement shall take effect from September 1, 2012 and shall remain in effect until August 31, 2014.

23.02 The Agreement shall remain in effect unless notice of amendment is served by either Party, upon the other, not less than sixty (60) days and not more than one hundred (120) days preceding the expiration of the said Agreement.


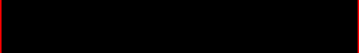

23.03 When notice to commence bargaining is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike or lockout accrues, whichever occurs first.

Signed this 26th day of March, 2013 in the City of Camrose, Alberta.

On behalf of the Canadian Union of  
Public Employees Local 3341:

On behalf of the Board of Directors  
Camrose Women's Shelter Society:

# WAGE SCHEDULE

## **Crisis Intervention Workers:**

### **Effective September 1, 2012**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 7	24.49	25.18	25.86	26.54	27.22	27.89
Level 6	23.82	24.49	25.18	25.86	26.54	27.22
Level 5	23.15	23.82	24.49	25.18	25.86	26.54
Level 4	22.47	23.15	23.82	24.49	25.18	25.86
Level 3	21.79	22.47	23.15	23.82	24.49	25.18
Level 2	21.12	21.79	22.47	23.15	23.82	24.49
Level 1	20.49	21.12	21.79	22.47	23.15	23.82

### **Effective September 1, 2013**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 7	24.80	25.49	26.18	26.87	27.56	28.24
Level 6	24.12	24.80	25.49	26.18	26.87	27.56
Level 5	23.43	24.12	24.80	25.49	26.18	26.87
Level 4	22.75	23.43	24.12	24.80	25.49	26.18
Level 3	22.06	22.75	23.43	24.12	24.80	25.49
Level 2	21.38	22.06	22.75	23.43	24.12	24.80
Level 1	20.75	21.38	22.06	22.75	23.43	24.12

### **Education Levels:**

Level 7	Post Secondary Master's Degree with Professional Registration
Level 6	Post Secondary Master's Degree
Level 5	Post Secondary Bachelor's Degree with Professional Registration
Level 4	Post Secondary Bachelor's Degree
Level 3	Post Secondary Diploma with Professional Registration
Level 2	Post Secondary Diploma
Level 1	Basic Certification or Life/Work Experience

\*See Article 10.02(a) for provisions re: recognition of previous experience for purposes of placement on the salary grid on initial hire.

\*See Article 10.02(b) for provisions re: educational qualifications.

**Outreach Coordinator; Family Support Coordinator:**

**Effective September 1, 2012**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 7	22.28	22.90	23.53	24.12	24.73	24.97
Level 6	21.66	22.28	22.90	23.53	24.12	24.73
Level 5	21.05	21.66	22.28	22.90	23.53	24.12
Level 4	20.46	21.05	21.66	22.28	22.90	23.53
Level 3	19.84	20.46	21.05	21.66	22.28	22.90
Level 2	19.24	19.84	20.46	21.05	21.66	22.28
Level 1	18.61	19.24	19.84	20.46	21.05	21.66

**Effective September 1, 2013**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 7	22.56	23.19	23.82	24.42	25.04	25.28
Level 6	21.93	22.56	23.19	23.82	24.42	25.04
Level 5	21.31	21.93	22.56	23.19	23.82	24.42
Level 4	20.72	21.31	21.93	22.56	23.19	23.82
Level 3	20.09	20.72	21.31	21.93	22.56	23.19
Level 2	19.48	20.09	20.72	21.31	21.93	22.56
Level 1	18.84	19.48	20.09	20.72	21.31	21.93

**Education Levels:**

Level 7	Post Secondary Master's Degree with Professional Registration
Level 6	Post Secondary Master's Degree
Level 5	Post Secondary Bachelor's Degree with Professional Registration
Level 4	Post Secondary Bachelor's Degree
Level 3	Post Secondary Diploma with Professional Registration
Level 2	Post Secondary Diploma
Level 1	Basic Certification or Life/Work Experience

\*See Article 10.02(a) for provisions re: recognition of previous experience for purposes of placement on the salary grid on initial hire.

\*See Article 10.02(b) for provisions re: educational qualifications.