

# COLLECTIVE AGREEMENT

between

**EDMONTON WOMEN'S SHELTER LTD.**



and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3341**



October 1, 2017 to September 30, 2022



jb/Canadian Office & Professional Employees  
Local #491

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## **PREAMBLE**

The purpose of this Agreement is to:

- (1) 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;
- (2) Maintain and improve a harmonious, cooperative relationship between the Employer and the Union;
- (3) Provide an amicable, efficient means of settling differences which may arise between the Employer and the Union;
- (4) Promote the mutual interest of the Employer and Union;
- (5) Develop and maintain the best possible service delivery to clients;
- (6) Promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

## **ARTICLE 1 – MANAGEMENT RIGHTS**

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

## **ARTICLE 2 – DEFINITIONS**

- 2.01 (a) A "Permanent Employee" is an Employee hired who works regularly scheduled hours of work/shifts on a full-time or part-time basis.
- (i) A "Full-time Employee" is an Employee who is regularly scheduled to work no less than the full-time hours specified in Article 16.02.
  - (ii) A "Part-time Employee" is an Employee who is regularly scheduled to work less than the full-time hours specified in Article 16.02.
- (b) A "Temporary Employee" is an Employee who is hired for a specific position on a full-time or part-time basis for a period of time not less than ninety (90) days and not greater than twenty-four (24) months.
- A Temporary Employee shall be classified as a permanent Employee after twenty-four (24) months at which time seniority shall date back to date of hire and she shall be subject to all the rights and benefits of a permanent Employee.
- A Temporary Employee does not have a continuing employment relationship with the Employer.
- (c) A "Casual Employee" is an Employee who is hired to work on an irregular or call-in basis to perform work made available as a result of sickness, injury, vacation, holiday, personal leave, any other approved leave of absence, or to perform specific work for a period of up to ninety (90) days.

- (d) A "Probationary Employee" is any Employee who has not completed the probation period specified in Article 13.03.
- (e) "Vacation" means annual vacation with pay.
- (f) "Layoff" means a reduction in the workforce or reduction in hours of work.
- (g) "Continuous Service" shall mean the period of time since an Employee's last date of hire with the Employer not interrupted by any of the events specified in Articles 13.05 and 13.07.
- (h) "Temporary Vacancy" means a vacancy made temporarily vacant due to the absence of a Permanent Employee or for a specific job for under ninety (90) days.
- (i) "Temporary Position" means a temporary vacancy due to the absence of a Permanent Employee or is an additional position.  
  
The duration of a temporary position shall be greater than ninety (90) days and shall not exceed twenty-four (24) months.
- (j) "Pay Period" shall be defined as a fourteen (14) calendar day period commencing on Sunday and ending on Saturday concurrent with time sheet dating.

### **ARTICLE 3 – RECOGNITION AND APPLICATION**

- 3.01 The Employer recognizes the Union as the sole and exclusive agent for all Employees included within the scope of Certificate #22-89, issued by the Labour Relations Board of Alberta, except the Donor Relations and Office Coordinator, Marketing and Communications Coordinator, Fund Development Manager, Intensive Case Manager, Family Support Manager and the Community Liaison.
- 3.02 This Agreement applies to an Employee appointed to a permanent full-time and part-time position, (as defined in Article 15 herein). Except where otherwise stated, this Agreement shall be applied on a pro-rata basis to part-time Employees, based on number of hours worked.
- 3.03 This Agreement applies to casual Employees, except for Articles 13.01(a), 13.06, (casual Employees are eligible to apply for posted positions), 15.01 through 15.04, 16.03, 16.04, 16.06, 18.02, 18.03, 19.01, 19.02, 19.03, 20.01 through 20.05, 21.01 through 21.04, 21.10, 24.01 through 24.05.
- 3.04 This Agreement applies to temporary Employees, except for Articles 13.01, 13.06, 13.07, 15.01 through to 15.04, 16.03, 18.03 through 18.04, 19.01, 19.02, 19.03, 20.01 through 20.05, 21.08, 21.10 and 24.01 through 24.05.

### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination against Employees by reason of age; race; creed; colour; national origin; religion; sex; sexual

orientation; marital status; physical disability; political affiliation; place of residence; or membership, non-membership, or activity in the Union.

- 4.02 Article 4.01 as it relates to age, sexual orientation and marital status does not affect the operation of any retirement or pension plan or the terms and conditions of any group or Employee insurance plan under this Agreement.
- 4.03 Article 4.01 does not apply with respect to any Employer action based on a bona fide occupational requirement.
- 4.04 The parties agree to make efforts to accommodate disabled Employees.

#### **ARTICLE 5 – NO STRIKE / LOCKOUT**

- 5.01 Neither the Union, representative(s) of CUPE nor any of the Employees will, during the term of this Agreement, cause, threaten or engage in any strike contrary to the Labour Relations Code of Alberta (or equivalent future legislation).
- 5.02 The Employer will not, during the term of this Agreement, cause, threaten or engage in any lockout contrary to the Labour Relations Code of Alberta (or equivalent future legislation).
- 5.03 The terms "strike" and "lockout" in this Agreement have the same meaning as they do in the Labour Relations Code of Alberta (or equivalent future legislation).

#### **ARTICLE 6 – UNION MEMBERSHIP**

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

#### **ARTICLE 7 – UNION DUES**

- 7.01 The Employer shall deduct during each scheduled pay period, the amount of Union dues and assessments assessed or levied by the Union for all Employees from time to time.
- 7.02 The Employer shall remit Union dues deducted from the pay of all Employees to the Secretary-Treasurer of the National Union by the first (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form showing classification, amount of Union dues deducted, name and last known address.
- 7.03 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated in writing to the EWS Ltd payroll department at least thirty (30) days prior to the effective date of the change.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of the Article.

## **ARTICLE 8 – ORIENTATION OF NEW EMPLOYEES**

- 8.01 The Employer agrees to acquaint prospective Employees who are granted an interview with the fact that a Union Agreement is in effect and with the conditions of employment set out in Articles dealing with Union Security and Dues Check-Off.
- 8.02 On commencing employment, the Union Steward will introduce herself to a new Employee and will provide the new Employee with a copy of this Agreement.

## **ARTICLE 9 – UNION REPRESENTATIVES**

- 9.01 The Employer shall not bargain with or enter into any Agreement with an Employee or group of Employees in the bargaining unit. The Union will supply the Employer with the names of its Officers and Stewards. Likewise, the Employer shall supply the Union with a list of its administrative and management personnel with whom the Union may be required to transact business. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.
- 9.02 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Representatives of the Union or other advisors must obtain the prior permission of the Executive Director before attending upon the Employer's premises. Permission shall not be unreasonably withheld.
- 9.03 Any representative of the Union, to a maximum of two (2) members per committee, who is in the employ of the Employer, shall have the right to attend Labour Management and Health, Safety and Security meetings held with the Employer during regular business office hours, or at any other time mutually agreed upon by the parties, with remuneration. The Union shall have the right to have a CUPE National Representative at these meetings as well.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

- 10.01 A grievance for the purposes of this Agreement is any difference arising as to the interpretation, application, operation, contravention or alleged contravention of this Agreement.
- 10.02 At each step of the grievance procedure the Grievor shall have the right to be present and shall have the right to elect to involve a representative of the Union.
- 10.03 In this Article and Article 11, the word "days" means consecutive calendar days, excluding Saturdays, Sundays and holidays named in Article 18 of this Agreement.
- 10.04 Union Officer(s) or Shop Steward(s) up to a maximum of two (2) shall be entitled to leave work during working hours to process grievances, up to and including arbitration, with no loss of pay. Permission to leave work during working hours for such purposes shall first be obtained from the Shelter Director or Executive Director, but permission shall not be unreasonably withheld.

#### **10.05 STEP 1**

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

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

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

#### **10.06 STEP 2**

If the grievance is not settled at Step 1, the Union and the aggrieved Employee shall present the grievance in writing to the Secretary of the Board of Directors within ten (10) days of receipt of the Executive Director's reply. The Grievance Committee of the Board of Directors shall meet to hear the grievance within ten (10) days of its receipt at Step 2, and shall reply to the grievance in writing within ten (10) days of the meeting at Step 2.

#### **10.07 STEP 3**

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

10.08 A policy grievance may be initiated by the Union or by the Employer where the dispute involves a question of general application or interpretation of the Agreement. Except to avoid a multiplicity of like grievances, a policy grievance shall not include any matter that could have been the subject of an individual grievance.

10.09 The Union or the Employer shall present a policy grievance in writing at Step 1 of the Employee grievance procedure as set out herein, within ten (10) days of the occurrence of the incident giving rise to the grievance. Remaining provisions of the Employee grievance procedure will apply to the policy grievances. In the case of an Employer grievance it shall be presented to the President of the Union.

10.10 Time periods at any step of the grievance procedure may be extended if mutually agreed to in writing. Requests for extensions will not be unreasonably withheld.

10.11 Requirements for grievance meetings may be waived if mutually agreed to in writing.

10.12 If the Union represents an Employee in a grievance, the Employer shall not enter into negotiations to settle the grievance, either directly or indirectly with the aggrieved Employee, without the consent of the Union. The Union shall not be bound by any settlement to which it is not a party.

10.13 The Employer shall provide meeting facilities for any grievance meeting, during regular business office hours, or at any other time mutually agreed upon by the parties.

10.14 Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedure.



- 10.15 All procedures and time limits set out in this Article are mandatory. In the event a grieving party fails to process a grievance within the time limits and in accordance with the procedures set forth herein, the grievance shall be considered finally resolved and abandoned. In the event a party responding to a grievance fails to reply to a grievance at any step within the time limits set forth herein, then the grievance shall be advanced to the next step forthwith.

## **ARTICLE 11 – ARBITRATION**

- 11.01 Written notification of an intent to arbitrate a grievance by one (1) party to this Agreement to the other party shall be sent by email, fax or mail and shall contain that party's nominee to the Board of Arbitration. Within five (5) days thereafter, the other party shall reply in writing and shall nominate its member to the Board of Arbitration.
- 11.02 The two (2) nominees to the Board of Arbitration shall attempt to agree upon a Chairperson of the Board of Arbitration within five (5) days of the last nominee's appointment.
- 11.03 In the event either party fails to appoint a nominee within the time permitted by this Article, or the nominees fail to appoint a Chairperson within the time permitted by this Article, then either party may apply to the Director of Mediation Services, Alberta Labour, to appoint a nominee or Chairperson, as the case may be.
- 11.04 Each party will bear the expenses of its nominee to the Board of Arbitration; the parties will share equally the fees and expenses of the Chairperson.
- 11.05 If both parties agree in advance, any grievance may be referred to a single arbitrator for resolution in lieu of a three (3) member arbitration board.
- 11.06 Time limits in this Article may be extended, but only by mutual agreement in writing.
- 11.07 All procedures and time limits set out in this Article are mandatory. In the event a grieving party fails to appoint its nominee within the time limit and in accordance with the procedure set forth herein, the grievance shall be considered finally resolved and abandoned. In the event the party responding to a grievance fails to reply by appointing its nominee, or the two (2) nominees fail to appoint a Chairperson within the time limits set forth herein, then the grievance shall still proceed to arbitration and either party can elect to call for an appointment under Article 11.03.
- 11.08 Probationary Employees shall not have recourse to this arbitration procedure, nor may the Union pursue arbitration on their behalf.

## **ARTICLE 12 – DISCIPLINE**

- 12.01 The Employer will discipline Employees only for just cause. The burden of proof of just cause will rest with the Employer.
- 12.02 An Employee who is to be interviewed by the Employer on a matter of discipline or an investigation that could result in discipline, the Employee will be given the opportunity to be accompanied by a Shop Steward or other Union representative at no additional cost to the Employer. An Employee will be notified of the purpose, time and place of the interview.



The foregoing shall not apply to meetings of a non-disciplinary nature.

- 12.03 Employees will be advised in writing when disciplinary action is taken against them. The reasons for such action and a copy of such correspondence will be placed on the Employee's personnel file and a copy shall be sent to the Employee. A copy shall be sent to the Union within five (5) days of the disciplinary action being taken. The Employer recognizes the value of progressive discipline and where appropriate will provide Employees with written warnings and recommendations for improvement before pursuing more serious disciplinary action.
- 12.04 An Employee who has been disciplined shall have her personnel file purged of letters of counsel or records of discipline after fourteen (14) months providing that during the period no further records of discipline of any kind, similar or otherwise, have been issued. Employees shall receive copies of any records of discipline.
- 12.05 Access to an Employee's personnel file shall be provided upon written request during normal office hours to the Employee or in the event of a grievance. If requested, the Employee may have a representative of the Union present when reviewing the personnel file.
- 12.06 No disciplinary documents shall be introduced from a personnel file as evidence in any grievance or arbitration proceeding, unless the Employee and the Union have received a copy in accordance with Article 12.03 of this Agreement.
- 12.07 The Employer will make a reasonable attempt to provide Employees with an annual performance review.

## **ARTICLE 13 – SENIORITY AND PROBATION**

### **13.01 (a) Permanent Employees**

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

Hours of work shall be inclusive of all Employer paid hours exclusive of overtime and named holidays paid at the overtime rate.

### **(b) Casual Employees**

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

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

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

### **13.02 Seniority List**

The Employer shall maintain a seniority list measured in 13.01(a) and (b) and showing the date each Employee's service commenced and the Employee's total hours worked. An up-to-date seniority list shall be sent to the Union and posted quarterly.

### **13.03 Probation Period**

A newly hired Employee shall serve a probation period.

#### **(a) Duration**

##### **(i) Full-time Employees**

Full-time permanent and temporary Employees shall complete seven hundred fifty (750) hours worked exclusive of training, absences due to named holidays, illness leave and other approved leaves of absence.

##### **(ii) Part-time Employees**

Part-time permanent and temporary Employees shall complete hours worked on a pro rata basis compared to the full-time equivalent exclusive of training, absences due to named holidays, illness leave and other approved leaves of absence.

##### **(iii) Casual Employees**

Casual Employees shall complete two hundred fifty (250) hours worked, exclusive of training, illness leave and other approved leaves of absence.

##### **(iv) When a casual, part-time or temporary Employee achieves a permanent position all hours worked (exclusive of training, absences due to named holidays, illness leave and other approved leaves of absence) in the previous twelve (12) months shall be credited towards the required number of hours of the probationary period. If the hours worked are less than required, the Employee will complete the number of required hours worked as defined above.**

#### **(b) Training and Assessment**

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

Probationary Employees will be provided with a written assessment of their performance at the conclusion of one-half (1/2) of the required number of probationary hours worked and informed of their progress or any deficiencies in performance.

### **13.04 Termination of the Probation Period**

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

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

Article 11 and 12 of the Agreement does not apply to probationary Employees.

#### **13.05 Loss of Seniority**

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

- (a) Discharge for just cause, without reinstatement;
- (b) Resignation which is not withdrawn in writing within twenty-four (24) hours;
- (c) Failure to report to work, without adequate excuse acceptable to the Employer for three (3) consecutive shifts may be deemed a resignation by the Employer;
- (d) Layoff in excess of twenty-four (24) months.

#### **13.06 Trial Period**

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

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

#### **13.07 Minimum Work – Casual Crisis Intervention Workers**

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

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

### **ARTICLE 14 – PROMOTIONS AND TRANSFERS**

#### **14.01 Posted Vacancies**

When the Employer elects to create and fill a new position, a vacant permanent position, or temporary position, the Employer shall post a notice of the position(s) internally on bulletin boards at each work site for seven (7) days. A copy of the notice shall be issued to the Union. The Employer may post the position externally only after all internal candidates have been considered.

## **Permanent Employees**

- (a) Permanent Employees shall be given priority consideration for any positions within their own classification based on the Employee's qualifications, as per Article 14.03, and seniority.
- (b) A vacant permanent position due to a resignation may be filled temporarily on a casual basis for a period of up to one hundred twenty (120) consecutive calendar days. By or before the end of the one hundred twenty (120) days, the position shall be posted.
- (c) A permanent Employee shall continue to accrue seniority when employed in a temporary position.
- (d) Upon the expiry of the temporary position, the permanent Employee shall revert back to the Employee's permanent position.
- (e) In the event the temporary position is deemed to be permanent after twenty-four (24) months, the Employee filling the position shall have the option to revert to her former position or accept the new position.
- (f) In the event the temporary position is deemed to be permanent prior to twenty-four (24) months, the Employer shall post a notice of the vacancy in accordance with this Collective Agreement.

### **14.02 Such notice shall contain the following information:**

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

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

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

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

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

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

### **14.05 Consideration for promotion or transfer may be given to the senior applicant who may not possess the required qualifications, but who will obtain the required qualifications**

within a reasonable period of time as specified by the Shelter Director. An Employee who is promoted or transferred pursuant to this provision and who subsequently fails to achieve the required qualifications within the prescribed time period may, at the sole discretion of the Employer and without access to the grievance procedure, be returned to her former position.

14.06 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted in the Employer's business office and on one (1) bulletin board in each other facility. The Employer shall endeavour to notify the Recording Secretary of the Union within seven (7) days in writing of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirement, deaths or other terminations of employment, in respect of all Employees covered by this Agreement.

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

- (a) maintain a collection of materials related to job duties at the Shelter.
- (b) arrange periodic staff meetings for discussion of job duties at the Shelter.
- (c) arrange opportunities for Employees to take part in courses, conferences, workshops, institutes, evening meetings, or in-service training sessions. Attendance at such sessions must be approved in advance by the immediate supervisor, and may be granted with or without pay. If any of the above are mandatory, Employees shall be paid for attendance at meetings, including overtime (2x) where applicable.
- (d) The Employer may provide permanent full-time Employees with up to five (5) training days per year which includes but is not limited to in-services or certification programs at no cost to Employees.
- (e) Permanent full-time Employees may request other work related courses or workshops upon written request and prior approval of the Employer. Upon providing proof of successful completion of these pre-approved courses, the Employee will be reimbursed costs up to five hundred dollars (\$500) annually.

#### 14.08 Transfers

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

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

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

- (b) When an Employee applies for a position within the same classification, or in accordance with Article 14.01, or otherwise voluntarily transfers, the foregoing trial period will not apply.
- (c) Upon the request and approval of a permanent Employee transferring to casual position, seniority accrued as a permanent Employee shall be frozen until such time as the Employee is appointed to a permanent position in accordance with Article 14.03.

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

## **ARTICLE 15 – LAYOFF AND RECALL**

### **15.01 Layoffs**

Subject to clause 15.03, in the event of layoffs, Employees shall be laid off in reverse order of their bargaining unit wide seniority.

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

### **15.02 Displacement**

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

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

### **15.03 Recall**

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

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

In the event an Employee's former position is not reinstated, the Employee shall be offered an available equivalent permanent position, for which she is qualified.

The decision as to whether an Employee is qualified shall rest with the Executive Director. Posting requirements shall be waived.

- (c) Employees with the right of recall shall be notified of all job postings prior to external postings.
- (d) Recall rights and obligations shall expire upon:
  - (i) an Employee accepting a permanent position having the same classification and equivalent FTE of her former position;
  - (ii) the expiration of twenty-four (24) months from the date of layoff and the Employee has not been recalled in whole or in part to a permanent position;
  - (iii) refusal to accept a recall to her former position;
  - (iv) failure to respond to a recall-in accordance with Article 14.03 (e).
- (e) Employees on layoff must keep the Employer informed of their current address and telephone number. Laid off Employees who fail to keep the Employer so informed, or who fail to return to work within ten (10) days of receiving notice to report, shall forfeit all recall and seniority rights under this Agreement, except that in the event of a medical or family emergency, the Employee shall be permitted an additional ten (10) days to report to work.

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

## **ARTICLE 16 – HOURS OF WORK**

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

16.02 Normal hours of work shall be up to eight (8) hours per day and thirty-eight (38) hours per week, for full-time Employees except where noted below.

### **(a) Child Support Workers**

Child Support Workers shall work an average of forty (40) hours per week over a pay period. This shall consist of nine (9) hours per day worked. Child Support Workers shall receive weekends and every second Friday off.

### **(b) Crisis Intervention Workers**

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

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



**(c) Residential Support Workers**

Hours of work for Residential Support Workers shall be forty-eight (48) hours per week. This shall consist of twelve (12) hours per day worked. Shifts shall be on a four (4) on and four (4) off shift rotation.

**(d) Housekeeping Coordinator**

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

Start times and lengths of shifts shall be established by joint consultation with the Shelter Director prior to the start of each pay period and are subject to the Shelter Director's approval.

**(e) Outreach Workers and Intensive Case Counsellors (ICC)**

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

**(f) Optional Scheduling**

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

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

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

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

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

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

**(b) Schedule Changes**

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

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

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

- (c) There shall be no split shifts.
- (d) Attendance by full-time Employees at agency staff meetings and house staff meetings outside of regularly scheduled hours of work shall be compensated at one and one-half (1.5) times the hourly rate of pay.
- (e) **Shift Coverage**

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

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

16.08 The Employer shall arrange shifts in such a way that there is a one-half (0.5) hour overlap between shifts of Crisis Intervention Workers in order for them to exchange information. This requirement shall not apply on holidays recognized under Article 18 of this Agreement, nor in the event of emergency, unscheduled absence, or other unplanned event.

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

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

#### 16.11 **Call Sheet**

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

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

#### 16.12 **Premium**

In the event a Crisis Intervention Worker works any or all of their shift alone (excluding rest periods, shift changes and medical appointments) without another Crisis

Intervention Worker present between 0700 to 2400 hours, they shall receive a premium of two dollar and fifty cents (\$2.50) per hour for each hour of the shift worked alone.

## **ARTICLE 17 – OVERTIME**

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

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

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

### **Part-time Employees**

Part-time Employees shall be eligible for overtime only after working more than the regular full-time hours of their classification.

### **Full-time Employees**

#### **(a) Crisis Intervention Workers**

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

- (i) eleven (11) hours per day; or
- (ii) thirty eight and one-half (38.5) hours per week averaged over one (1) complete shift cycle; or
- (iii) hours worked between shifts or on scheduled days of rest.

Part-time Employees shall be eligible for overtime only after working more than the regular full-time hours of their classification.

#### **(b) Part-time Crisis Intervention Workers**

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

- (i) eleven (11) hours per day; or
- (ii) forty (40) hours per week averaged over one (1) complete shift cycle.

Part-time Employees shall be eligible for overtime only after working more than the regular full-time hours of work.

#### **(c) Child Support Workers**

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

- (i) nine (9) hours per day; or

- (ii) forty (40) hours per week averaged over one complete shift cycle; or
- (iii) hours worked between shifts or on scheduled days of rest.

Part-time Employees shall be eligible for overtime only after working more than the regular full-time hours of their classification.

**(d) Residential Support Workers**

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

- (i) twelve (12) hours per day; or
- (ii) hours worked between shifts or on scheduled days of rest.

**(e) Housekeeping Coordinator**

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

- (i) ten (10) hours per day; or
- (ii) eighty (80) hours over a two (2) week period.

Part-time Employees shall be eligible for overtime only after working more than the regular full-time hours of their classification.

**(f) All Other Full-time Employees**

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

- (i) eight (8) hours per day; or
- (ii) forty (40) hours per week; or
- (iii) hours worked between shifts or on scheduled days of rest.

Part-time Employees shall be eligible for overtime only after working more than the regular full-time hours of their classification.

**(g) Casual Employees**

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

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

**(h) Part-Time Housekeepers**

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

- (i) forty (40) hours per week averaged over one complete shift cycle.

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

## **ARTICLE 18 – STATUTORY HOLIDAYS**

18.01 The Employer recognizes the following as paid holidays:

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

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

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

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

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

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

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

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

Temporary Employees will receive the same statutory entitlements as permanent Employees as referenced in Article 18.02.

18.06 At no extra cost to the Employer, an Employee may substitute a paid statutory holiday for an alternative day and date in recognition of the Employee's culture or religion. The Employee shall provide a standing declaration of the substitute religious or cultural holiday of choice or provide no less than one (1) month notice to the Employer. The

operation of this sub clause shall not result in the Employer providing Paid Statutory Holidays in excess of the maximum number provided in this Article.

## **ARTICLE 19 – ANNUAL VACATION**

### **19.01 (a) Full-time Employees**

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

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

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

### **(b) Part-time Employees**

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

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

- (i) six percent (6%) during the first (1<sup>st</sup>) to fifth (5<sup>th</sup>) continuous years of employment and shall be expressed in paid hours;
- (ii) eight percent (8%) during the sixth (6<sup>th</sup>) to eight (8<sup>th</sup>) continuous years of employment and shall be expressed in paid hours;
- (iii) ten percent (10%) after the ninth (9<sup>th</sup>) and subsequent continuous years of employment and shall be expressed in paid hours.

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

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

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

Employees must take accrued vacation credits within eighteen (18) months of having accrued the vacation. Employees who have exceeded the foregoing maximum shall be

counseled by the Employer to schedule a vacation period. After counseling, the Employer may, at its discretion, direct and schedule the vacation period.

- 19.03 An Employee terminating employment prior to using her annual vacation entitlement shall be entitled to a proportionate amount of vacation pay in lieu of such vacation upon termination.
- 19.04 In lieu of all other entitlements in this Article, casual and temporary Employees shall be paid vacation pay equivalent to four percent (4%) of total regular earnings, excluding any overtime, holiday or vacation pay, for each pay period, with each pay cheque. This entitlement shall increase to six percent (6%) of total regular earnings, after five (5) years of continuous service. Casual and temporary Employees shall be permitted periods of vacation leave, without pay, as follows:
- (i) three (3) weeks after one (1) year of continuous service;
  - (ii) four (4) weeks after five (5) or more years of continuous service;
  - (iii) five (5) weeks after nine (9) or more years of continuous service.

## **ARTICLE 20 – ILLNESS LEAVE**

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

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

- (b) Upon the completion of thirty (30) days of continuous service, all permanent full-time Employees are eligible for ten (10) hours of Illness Leave. Further, upon completion of each successive month of service each full-time Employee shall earn another ten (10) hours of Illness Leave. The cumulative maximum of Illness Leave that may be earned in any one (1) year is one hundred and twenty (120) hours. Illness Leave shall be paid at one hundred percent (100%) of regular earnings excluding overtime, vacation and holiday pay. Part-time Employees shall be eligible for Illness Leave on a pro rata basis.
- (c) An Employee must return to active duty for at least five (5) working days in a year before becoming eligible for Illness Leave in that year. Any unused Illness Leave credits shall accumulate from year to year to a maximum of two hundred and forty (240) hours.
- (d) The Employer may require satisfactory medical proof in the form of a medical certificate to substantiate any claim for Illness Leave of three (3) days or more. The Employer shall reimburse the cost of the medical certificate with proof of receipt.
- (e) When a recognized holiday under Article 18 occurs during a period of Illness Leave, it shall be considered a day of Illness Leave. Under no circumstances shall an Employee be entitled to both Illness Leave and holiday pay for the same day.



## **20.02 Eligibility**

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

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

- 20.03 An Employee absent from work due to illness or injury, for which she is eligible to receive benefits under the Workers' Compensation Act, may elect to utilize any unused Illness Leave entitlements in order to supplement benefits received from Workers' Compensation, up to a maximum of full regular hours.

## **20.04 Supplementary Benefit Plan – Permanent Full-time Employees**

- (a) Full-time Employees are eligible to participate in a supplementary employment insurance benefit plan, intended to supplement employment insurance benefits payable to full-time Employees as a result of illness, maternity, disability, or involuntary layoff due to shortage of work.
- (b) Exclusive of overtime, vacation and holiday pay, the Employer will top-up a permanent full-time Employee's employment insurance benefits to a maximum equivalent of eighty percent (80%) of the Employee's total basic rate of pay for the period of employment caused by illness, disability or involuntary layoff due to a shortage of work. The top-up shall not exceed twenty percent (20%) of the Employee's basic rate of pay.
- (c) The duration of the Supplementary Benefit Plan shall be seventeen (17) weeks according to the scheduled pay periods. Employees shall provide proof of receipt of benefits under the Employment Insurance Act.

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

- 20.05 As accrued, a permanent Employee who is eligible to accumulate Illness Leave, will have access to accumulated Illness Leave credits to a maximum of five (5) days per calendar year as personal health leave. The following conditions shall apply:

- (a) A medical certificate will not be required.
- (b) The Employee shall provide the Employer at least two (2) days written notice of the leave. It is understood that the Employee will have greater probability of being granted the time off if the Employee provides notice of more than two (2) days to ensure that a suitable replacement Employee can be found.
- (c) The leave will be granted or denied based on operational needs, however such leave shall not be unreasonably withheld.
- (d) Such leave will not be combined with any other leave.
- (e) Five (5) personal health days may be taken consecutively.

## ARTICLE 21 – LEAVES OF ABSENCE

- 21.01 Upon written request to the Employer, an Employee elected or appointed to represent the Union at convention(s), schools or seminars, shall be allowed leave of absence without pay and benefits, provided reasonable operational requirements permit.
- 21.02 An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work. However, the Union shall reimburse the Employer for all pay and benefits payable to the Employee by the Employer during the period of absence. Seniority shall accumulate during Union leave and the leave shall be considered as continuous service. The Employer shall invoice the Union for Union leave costs every thirty (30) days, and the Union shall pay such costs within thirty (30) days of receipt of the invoice.
- 21.03 A leave of absence of up to seven (7) days with pay is permitted upon the death of an Employee's spouse (includes common-law partner), parents and children of the Employee or spouse (including daughters-in-law and sons-in-law), siblings and grandparents. Bereavement leave for one (1) day shall be granted for the Employee's extended family members. Additional leave may be requested by an Employee and may be granted with or without pay by the Employer.
- 21.04 Upon reasonable notice, and where operational requirements permit, one (1) day leave shall be granted without loss of pay to permit an Employee to attend a funeral as a pallbearer or mourner, and where the family of a deceased Employee requests pallbearers from the Union, the Employer shall grant the necessary leave without loss of pay for up to six (6) pallbearers. An Employee cannot claim both Bereavement Leave and Mourner Leave in relation to the same instance.
- 21.05 (a) An Employee who has completed six (6) months continuous employment from date of hire shall, upon thirty (30) days written notice, be granted maternity and parental leave of up to fifty-two (52) weeks and up to thirty-seven (37) weeks on the adoption of a child. The Employee Health Benefit Plan will be provided for the first eight (8) weeks of maternity leave commencing on the last pay day.
- (b) The Employee may request a shorter period of maternity leave, providing however, that if in the opinion of the Employer, based on a reasonable medical assessment, her ability to carry out her normal work assignments becomes limited, she shall be placed on maternity leave. Such leave shall be without pay and benefits, however, the Employee shall retain accumulated seniority.
- (c) An Employee granted leave without pay for maternity reasons pursuant to Article 21.05 (a) shall, upon thirty (30) calendar days written notice of her intention to return to work, be returned to her former position, or, if her former position has been eliminated, be placed in another position at not less than the same salary level within the Employer's operation upon return to work. A temporary Employee shall be eligible to return to her position only if she returns to work prior to the expiration of her original term of employment.
- (d) Upon reasonable notice being given to the Employer, an Employee shall be granted leave of absence for Adoption Leave. Adoption Leave shall be treated in the same manner as maternity leave. The Employee shall furnish proof of adoption.

- 21.06 Where necessary, the Employer shall grant leave without loss of pay to provide an Employee with at least three (3) consecutive hours off work, during the open hours of polls, on the day of a municipal, provincial or federal election.
- 21.07 (a) The Employer shall grant a leave of absence without loss of seniority to Employees compelled to serve as jurors or appear as witnesses in any court. Where an Employee is compelled to serve as a juror, or to appear as a Crown witness, she shall suffer no loss of regular pay as a result. The Employee shall provide proof of service of any subpoena or notice to attend, and of all amounts received on account of witness fees or jury duty fees (excluding payments made for travel, meal or accommodation expenses), which shall be deducted from any pay to the Employee covering the period of Court leave.
- (b) Where an Employee is compelled to serve as a witness in her capacity and arising from her employment at the Shelter, she shall receive pay, including overtime where applicable, for time spent in attendance at Court. The Employee shall provide proof of service of any subpoena or notice to attend, and of all amounts received on account of witness fees, (excluding payments made for travel, meals or accommodation expenses), which shall be deducted from any pay to the Employee covering the period of Court.
- 21.08 An Employee may request an unpaid leave of absence for good and sufficient cause up to a maximum of one (1) year. Such request shall be in writing, and approval by the Employer shall not be unreasonably withheld. Seniority shall not accumulate during periods of unpaid leave of absence, nor will any Illness Leave, vacation pay, holiday pay or other benefits be payable by the employer.

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

- 21.09 Time off with pay to a maximum of three (3) days per calendar year shall be granted to an Employee in situations of urgent family illness, fire, flood or similar emergency. The Employee will notify the Shelter Director and will substantiate the reason by providing proof to the Employer.
- 21.10 Upon reasonable notice, the Employer may grant a permanent Employee up to one (1) full year of unpaid educational leave with no loss of seniority, providing that the education is related to the Employer's operations. The Employee shall provide the Employer with documentation from the Education Institution confirming registration of the Employee and attendance. If the Employee ceases to be enrolled in the program of study, she will inform the Employer who will then determine if the leave will continue.

## **ARTICLE 22 – PAYMENT OF WAGES, ALLOWANCES AND FEES**

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

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

Upon expiry of the temporary position, the Employee will revert back to her former/regular position and pay step.

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

**22.04 Use of Personal Vehicle**

Employees required to use their own vehicle at the Employer's request shall be allowed fifty-eight cents (\$0.58) per kilometer traveled on Employer business to compensate for this usage. Upon production of a receipt, the Employer shall reimburse Employees for appropriate insurance coverage at actual cost to a maximum of one hundred and eighty dollars (\$180) per year.

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

- 22.06 The Housekeeping Coordinator shall receive on call pay at a rate of one hundred dollars (\$100) per month.

- 22.07 A shift premium of one dollar and seventy-five cents (\$1.75) per hour will be paid in accordance with the following:

- (a) Crisis Intervention Workers regularly scheduled to work between 2330 and 0730 hours and Housekeepers regularly scheduled to work between 2300 and 0700 hours.
- (b) Employees who are called-in for casual coverage to work the night shift in part or in whole.
- (c) Employees that are required to extend their regular shift and work between 2330 hours and 0730 hours shall receive the shift premium for all hours worked between 2330 hours and 0730 hours.

**22.08 Criminal Checks**

Regular criminal and child intervention checks including the vulnerable sector check are a condition of continued employment and must be submitted prior to the expiry date. The cost of criminal and child intervention checks for Employees shall be reimbursed upon submitting a receipt to the Employer. The cost of criminal and child intervention checks will not be reimbursed to new Employees and are a condition of hire.

**22.09 Driver's License and Medical Exams**

Employee's required to possess a Class 4 driver's license as a condition of employment shall be reimbursed for the costs of regular renewal of the license and any required medical examination upon submitting receipts to the Executive Director.

Costs will not be reimbursed to new Employees when a Class 4 driver's license is considered a condition of hire.

#### **22.10 Long Service Increment**

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

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

#### **22.11 CPR and First Aid**

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

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

### **ARTICLE 23 – JOB DESCRIPTIONS**

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

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

### **ARTICLE 24 – EMPLOYEE BENEFIT PLANS**

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

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

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

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

24.03 Employee benefit coverage shall be provided to permanent Employees upon having served their probation period. Employees regularly scheduled for twenty (20) hours of work, on average each week shall be eligible to participate in the Health Benefit Plan (Article 24.02). Additional or extra hours worked by a part-time Employee shall not be included in determining eligibility for the Health Benefit Plan. Eligibility for coverage and benefits shall be subject to all terms and conditions of the applicable insurance policy or policies.

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

#### 24.05 Multi-Sector Pension Plan

1. In this Article, the terms used shall have the meanings described:

- (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
  - (i) the straight time component of hours worked on a holiday; and
  - (ii) holiday pay, for the hours not worked; and
  - (iii) vacation pay; and
  - (iv) sick pay paid directly to the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness.

All other payments, premiums, allowances and similar payments are excluded.

- (c) "Eligible Employee" means all Employees in the bargaining unit who have completed seven hundred fifty (750) hours of employment with the Employer.
- 2. Commencing on date of ratification each Eligible Employee shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan.
- 3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.
5. The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.
6. The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.
7. It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.
8. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

**(a) To be Provided at Plan Commencement**

- (i) date of hire;
- (ii) date of birth;
- (iii) Social Insurance Number;
- (iv) date of first contribution;
- (v) Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
- (vi) gender.

**(b) To be Provided with each Remittance**

- (i) name;
- (ii) Social Insurance Number;
- (iii) monthly remittance;
- (iv) pensionable earnings;
- (v) year to date contributions;
- (vi) Employer portion of arrears owing due to error, or late enrolment by the Employer.



**(c) To be Provided Initially and as Status Changes**

- (i) full address;
- (ii) termination date where applicable (MM/DD/YY);
- (iii) marital status, and any change to marital status;
- (iv) date of death (if applicable);

**(d) To be Provided Annually but no later than December 31**

- (i) current complete address listing for all Eligible Employees;
- (ii) period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
- (iii) period(s) of lay-off, while subject to recall;
- (iv) period(s) of absence for pregnancy or parental leave;
- (v) period(s) of strike or lockout;
- (vi) other leaves of absence;
- (vii) hours worked by Employees covered by the collective agreement who are not yet eligible Employees, in the month and cumulatively since their date of hire.

9. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Schedule A.

## **ARTICLE 25 – HEALTH AND SAFETY**

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

25.02 A First Aid Kit shall be supplied by the Employer.

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

25.04 The Health, Safety and Security Committee shall meet on a quarterly basis and the following shall provide the basis for the committee and its' meetings:

**(a) Authority of the Committee**

- (i) develop its principles, goals and objectives;
- (ii) review matters of mutual concern, which relate to health, safety and security;
- (iii) make recommendations to the Employer in that regard.

**(b) Obligations of the Parties**

The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections and audits, including monitoring as per the mandate of the Committee.

The Employer will cooperate with the Committee by providing:

- (i) materials and meeting venues necessary to accommodate the Committee's functions;
- (ii) data pertaining to workplace health and safety;
- (iii) data pertaining to accidents, incidents or security at the work-site.

The parties will cooperate to the fullest extent in all matters of health, safety and security.

**(c) Meetings**

The Committee shall be composed of equal representation by each party. Each party shall designate two (2) representatives to the Committee and shall alternate in presiding over meetings. An Employer and a Union representative shall be designated as joint chairpersons in presiding over meetings.

**(d) Minutes**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Minutes shall not be distributed until after they have been signed by the parties.

## **ARTICLE 26 – GENERAL**

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

## **ARTICLE 27 – TERM OF AGREEMENT**

27.01 This Agreement shall take effect upon ratification by the parties and shall remain in full force and effect until September 30, 2022.

27.02 The salary levels set out in Schedule "A" to this Agreement shall be implemented retroactively to October 1, 2017, with respect to regular earnings only and with respect to only those Employees on payroll as of the date of signing of this Agreement. Retroactive payments shall be made to Employees within thirty (30) days of the signing of this Agreement. No other provisions of this Agreement shall have retroactive application, unless specifically provided otherwise.

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

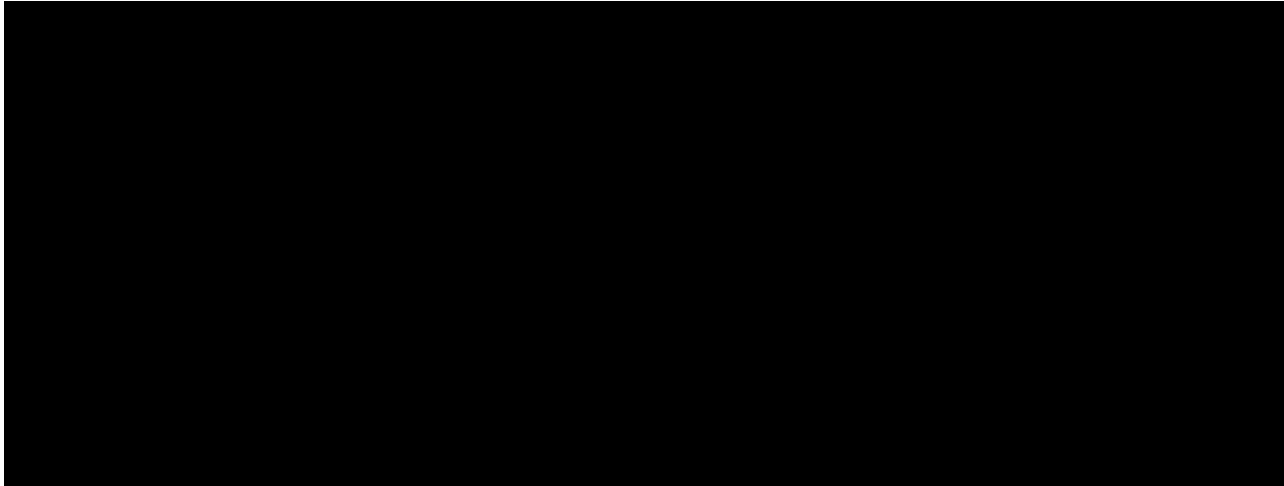
27.04 When notice to commence bargaining is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike or lockout accrues, whichever occurs first.

The parties hereto execute this Collective Agreement by affixing the signatures of their proper officers on their behalf on this 3 day of May, 2018.

Signed this 3 day of May, 2018, in the City of Edmonton, Alberta.

FOR THE UNION:

FOR THE EMPLOYER:



# **LETTER OF UNDERSTANDING #1**

between

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

and

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

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## **Re: Labour Management Committee**

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A Labour Management Committee shall be established within sixty (60) days of ratification of the Memorandum of Agreement.

The Committee shall enjoy the full support of both parties in the interests of enhanced communications between the Union and the Employer.

### **TERMS OF REFERENCE**

#### **Function of the Committee**

The Committee shall concern itself with the following general matters;

- reviewing suggestions and recommendations from Employees in respect to improving services and working conditions;
- improving/correcting conditions in order to minimize grievances and misunderstandings;
- attempt to resolve concerns with the administration of the Collective Agreement.

The Committee shall not deal with grievances or labour relations matters filed with the Labour Relations Board.

#### **Authority of the Committee**

- develop its principles, goals and objectives;
- review and investigate matters of mutual concern between the Union and the Employer;
- make recommendations to the respective principals.

The parties agree that the Committee shall have no power to add to, detract from, or in any way modify the terms of the Collective Agreement.

The Committee shall meet regularly, however no more than twice per quarter and no less than twice per fiscal year.

Every effort shall be made to issue the agenda or submit matters of concern to the Committee representatives forty-eight (48) hours in advance of a meeting. Committee members shall not suffer loss of pay for attending meetings.

## COMPOSITION

The Committee shall be composed of equal representation by each party.

Each party shall designate two (2) representatives to the committee as well as one (1) CUPE National Representative and one (1) management expert.

An Employer and Union representative shall be designated as joint Chairpersons in presiding over meetings and shall alternate in presiding over meetings.

## MINUTES

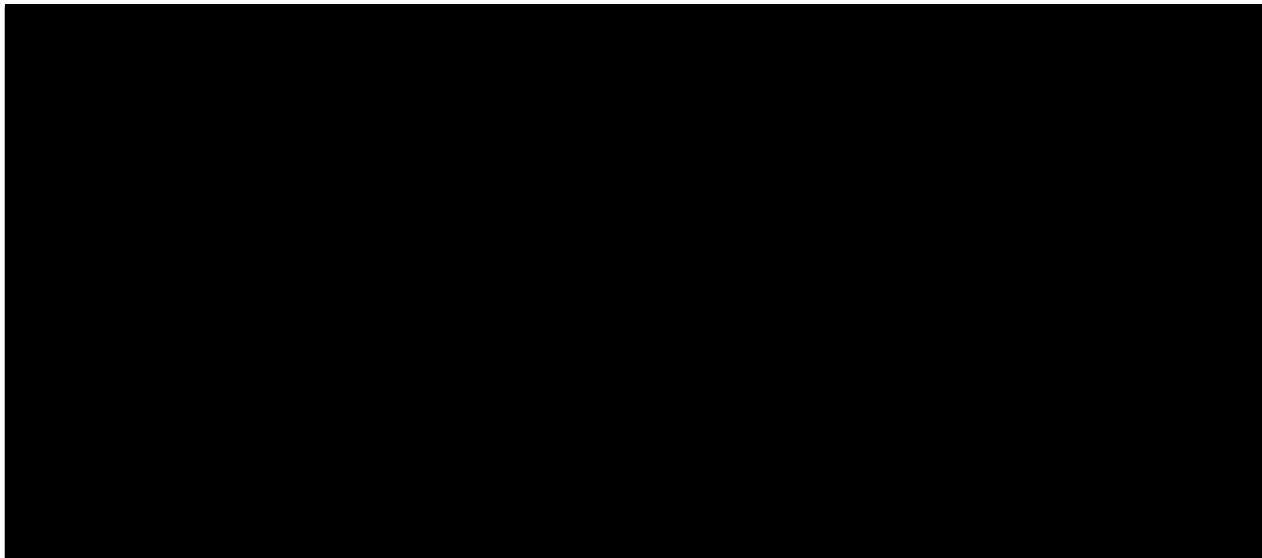
Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. Minutes shall not be distributed until after they have been signed by the parties.

This Letter of Understanding shall not form part of the Collective Agreement.

Signed this 3 day of May, 2018 in the City of Edmonton, Alberta.

On behalf of the Employer

On behalf of the Union



## LETTER OF UNDERSTANDING #2

between

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

and

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

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

The parties agree that for the life of the Collective Agreement the Employer's *No Discrimination, Harassment or Sexual Harassment Policy* shall be attached and form part of the Collective Agreement as Appendix B and shall not be changed except by mutual agreement of the Parties.

Signed this 3 day of May, 2018 in the City of Edmonton, Alberta.

On behalf of the Employer

On behalf of the Union

## LETTER OF UNDERSTANDING #3

between

EDMONTON WOMEN'S SHELTER  
(the "Employer")

and

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

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### Re: Posting Location

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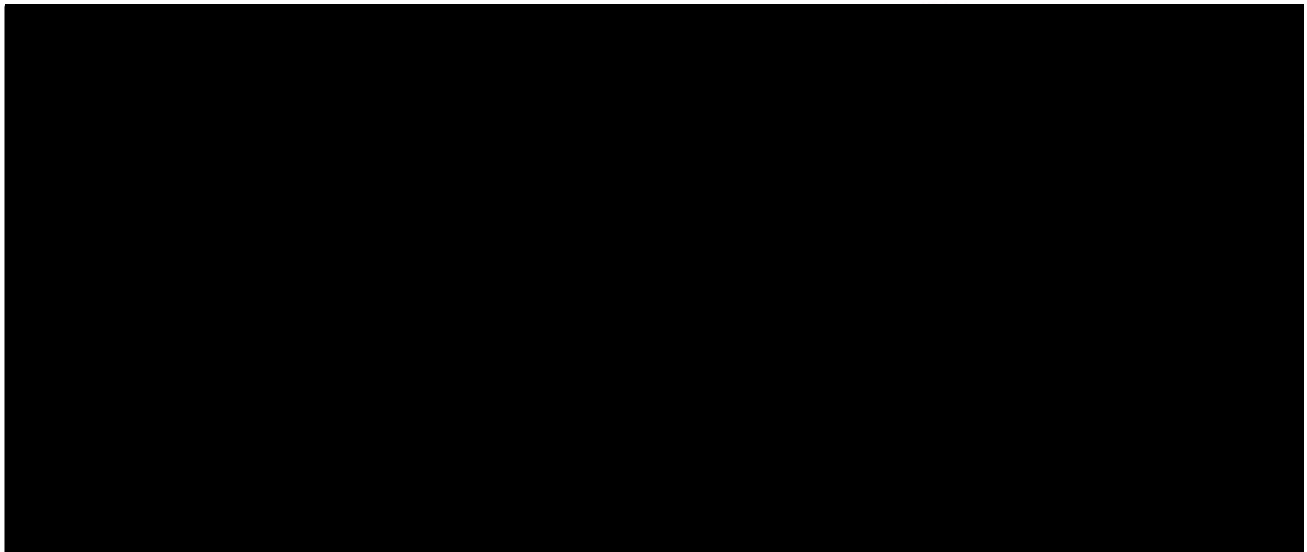
The parties agree that for the life of the Collective Agreement, the Employer will post the single location (either WIN I, WIN II, Carol's House or the Business Office) on the posting as per the usual practice and such notice shall contain the particulars as per Article 14.02.

This Letter of Understanding shall not form part of the Collective Agreement.

Signed this 3 day of May, 2018 in the City of Edmonton, Alberta.

FOR THE UNION:

FOR THE EMPLOYER:





## **APPENDIX "A"**

### **Progression on the Wage Grid**

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

**Wage Scale Effective October 1, 2017 – September 30, 2018**

<b>Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>LSI</b>
<b>Crisis Intervention Worker</b>									
Hourly	24.88	25.76	26.62	27.52	28.39	29.24	30.55	31.92	32.87
<b>Child Support Worker</b>									
Hourly	24.88	25.76	26.62	27.52	28.39	29.24	30.55	31.92	32.87
<b>Housekeeper</b>									
Hourly	21.62	22.49	23.37	24.24	25.12	25.99	27.12	28.36	29.20
<b>Shelter Data Coordinator / Donations</b>									
Hourly	21.62	22.49	23.37	24.24	25.12	25.99	27.12	28.36	29.20
<b>Outreach Worker</b>									
Hourly	25.99	26.85	27.72	28.59	29.48	30.33	31.70	33.14	34.14
<b>Housekeeping Coordinator</b>									
Hourly	24.31	25.17	26.05	26.92	27.80	28.66	29.86	31.10	32.04
<b>Residential Support Worker</b>									
Hourly	17.01	17.61	18.24	18.86	19.52	20.22	20.91	21.64	22.30
<b>Intensive Case Counsellor</b>									
Hourly	26.24	27.17	28.12	29.10	30.12	31.17	32.26	33.39	34.39

**Wage Scale Effective October 1, 2018 – September 30, 2019**

<b>Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>LSI</b>
<b>Crisis Intervention Worker</b>									
Hourly	25.38	26.28	27.15	28.07	28.96	29.82	31.16	32.56	33.53
<b>Child Support Worker</b>									
Hourly	25.38	26.28	27.15	28.07	28.96	29.82	31.16	32.56	33.53
<b>Housekeeper</b>									
Hourly	22.05	22.94	23.84	24.72	25.62	26.51	27.66	28.93	29.78
<b>Shelter Data Coordinator / Donations</b>									
Hourly	22.05	22.94	23.84	24.72	25.62	26.51	27.66	28.93	29.78
<b>Outreach Worker</b>									
Hourly	26.51	27.39	28.27	29.16	30.07	30.94	32.33	33.80	34.82
<b>Housekeeping Coordinator</b>									
Hourly	24.80	25.67	26.57	27.46	28.36	29.23	30.46	31.72	32.68
<b>Residential Support Worker</b>									
Hourly	17.35	17.96	18.60	19.24	19.91	20.62	21.33	22.07	22.75
<b>Intensive Case Counsellor</b>									
Hourly	26.76	27.71	28.68	29.68	30.72	31.79	32.91	34.06	35.08

Wage Scale Effective October 1, 2019 – September 30, 2020									
Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	LSI
<b>Crisis Intervention Worker</b>									
Hourly	25.89	26.81	27.69	28.63	29.54	30.42	31.78	33.21	34.20
<b>Child Support Worker</b>									
Hourly	25.89	26.81	27.69	28.63	29.54	30.42	31.78	33.21	34.20
<b>Housekeeper</b>									
Hourly	22.49	23.40	24.32	25.21	26.13	27.04	28.21	29.51	30.38
<b>Shelter Data Coordinator / Donations</b>									
Hourly	22.49	23.40	24.32	25.21	26.13	27.04	28.21	29.51	30.38
<b>Outreach Worker</b>									
Hourly	27.04	27.94	28.84	29.74	30.67	31.56	32.98	34.48	35.52
<b>Housekeeping Coordinator</b>									
Hourly	25.30	26.18	27.10	28.01	28.93	29.81	31.07	32.35	33.33
<b>Residential Support Worker</b>									
Hourly	17.70	18.32	18.97	19.62	20.31	21.03	21.76	22.51	23.21
<b>Intensive Case Counsellor</b>									
Hourly	27.30	28.26	29.25	30.27	31.33	32.43	33.57	34.74	35.78

**Wage Scale Effective October 1, 2020 – September 30, 2021**

<b>Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>LSI</b>
<b>Crisis Intervention Worker</b>									
Hourly	26.41	27.35	28.24	29.20	30.13	31.03	32.42	33.87	34.88
<b>Child Support Worker</b>									
Hourly	26.41	27.35	28.24	29.20	30.13	31.03	32.42	33.87	34.88
<b>Housekeeper</b>									
Hourly	22.94	23.87	24.81	25.71	26.65	27.58	28.77	30.10	30.99
<b>Shelter Data Coordinator / Donations</b>									
Hourly	22.94	23.87	24.81	25.71	26.65	27.58	28.77	30.10	30.99
<b>Outreach Worker</b>									
Hourly	27.58	28.50	29.42	30.33	31.28	32.19	33.64	35.17	36.23
<b>Housekeeping Coordinator</b>									
Hourly	25.81	26.70	27.64	28.57	29.51	30.41	31.69	33.00	34.00
<b>Residential Support Worker</b>									
Hourly	18.05	18.69	19.35	20.01	20.72	21.45	22.20	22.96	23.67
<b>Intensive Case Counsellor</b>									
Hourly	27.85	28.83	29.84	30.88	31.96	33.08	34.24	35.43	36.50

**Wage Scale Effective October 1, 2021 – September 30, 2022**

<b>Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>LSI</b>
<b>Crisis Intervention Worker</b>									
Hourly	26.94	27.90	28.80	29.78	30.73	31.65	33.07	34.55	35.58
<b>Child Support Worker</b>									
Hourly	26.94	27.90	28.80	29.78	30.73	31.65	33.07	34.55	35.58
<b>Housekeeper</b>									
Hourly	23.40	24.35	25.31	26.22	27.18	28.13	29.35	30.70	31.61
<b>Shelter Data Coordinator / Donations</b>									
Hourly	23.40	24.35	25.31	26.22	27.18	28.13	29.35	30.70	31.61
<b>Outreach Worker</b>									
Hourly	28.13	29.07	30.01	30.94	31.91	32.83	34.31	35.87	36.95
<b>Housekeeping Coordinator</b>									
Hourly	26.33	27.23	28.19	29.14	30.10	31.02	32.32	33.66	34.68
<b>Residential Support Worker</b>									
Hourly	18.41	19.06	19.74	20.41	21.13	21.88	22.64	23.42	24.14
<b>Intensive Case Counsellor</b>									
Hourly	28.41	29.41	30.44	31.50	32.60	33.74	34.92	36.14	37.23

## **APPENDIX "B"**

### **No Discrimination, Harassment or Sexual Harassment**

Edmonton Women's Shelter seeks to provide a safe, healthy, rewarding environment for its Employees, volunteers, clients, practicum students, contracted service providers and Board Members. Discrimination, Harassment and Sexual Harassment as defined by Alberta Human Rights, Citizenship and Multiculturalism Act will not be tolerated within the organization.

Harassment occurs when an Employee is subjected to unwelcome verbal or physical conduct because of race, religious beliefs, colour, place of origin, gender, mental or physical disability, ancestry, marital status, family status or source of income. Alberta Human Rights laws prohibit harassment in the workplace on these grounds.

In addition, any discriminatory behavior at or related to the workplace which denies an individual's dignity and respect, affects job security, creates an offensive embarrassing or humiliating work environment will be considered harassment. Harassment does not include the legitimate exercise of supervisory authority. The behavior does not need to be intentional to be considered harassment. The test is whether a reasonable person ought to have known that the behavior was unwelcome.

Examples of harassment which will not be tolerated are: verbal or physical abuse, threats, derogatory remarks, jokes, innuendo or taunts about any Employee's appearance, religious beliefs, colour, place of origin, mental or physical disabilities, ancestry, marital status, family status, source of income or gender. Edmonton Women's Shelter Ltd. also will not tolerate the display of pornographic, racist or offensive signs or images; practical jokes that result in awkwardness or embarrassment; unwelcome invitations or requests, whether indirect or explicit.

Sexual harassment is any unwelcome behavior, sexual in nature that adversely affects, or threatens to affect, directly or indirectly, a person's job security, working conditions or prospects for promotion or earnings; or prevents a person from getting a job, living accommodations or any kind of public service.

Sexual harassment is usually an attempt by one person to exert power over someone else. It can be perpetrated by a supervisor, by a co-worker, by a landlord or a service provider.

1. It is the responsibility of management to take immediate and appropriate action to report or deal with incidents of behaviours as defined above. Under no circumstances should a legitimate complaint be dismissed or downplayed, or the complainant told to handle it without support.
2. If you are experiencing discrimination or harassment as defined above you may wish to try to resolve the situation informally or by consulting with a supervisor for support. If you feel unsafe or do not want to resolve informally you do have the right to file a written formal complaint with the Human Resources Management Committee comprised of a least two members including the Executive Director and one Board member. The decision of this committee is final and binding.
3. Tell the individual the behaviour is unwelcome and ask that it stop.

4. Keep a record of incidents dates, times, location, possible witnesses, what happened, and your response. You do not have to have a record of events in order to file a formal complaint but a record can strengthen your case and help you remember details over time.
5. You also have the right to contact a Union Representative or the Alberta Human Rights Commission to file a complaint; and/or if circumstances warrant file a charge of assault with the Edmonton Police Service.
6. Formal Complaints
  - The management person contacted will have the initial responsibility to respond effectively. If the investigation reveals evidence to support the complaint of harassment, the harasser will be dealt with appropriately.
  - Regardless of the outcome of a harassment complaint made in good faith, the Employee lodging the complaint, as well as anyone providing information, will be protected from any form of retaliation by either co-workers or superiors. This includes dismissal, demotion, unwanted transfer, denial of opportunities within the company or harassment of an individual as a result of her/his having made a complaint or having provided evidence regarding the complaint.
  - If the investigation fails to find evidence to support the complaint, records will be secured in the Executive Director's office for a period of two years and then shredded.