

# COLLECTIVE AGREEMENT

between

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 5241**

**CUPE** / Canadian Union  
of Public Employees

- and -

**STRATHCONA SHELTER SOCIETY LIMITED**

**A Safe Place** 

**Effective April 1, 2023– March 31, 2024**

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## **PREAMBLE**

The purpose of this Collective Agreement is to:

- (1) Maintain and improve a harmonious, cooperative relationship between the Employer and the Union;
- (2) Provide an amicable, efficient means of settling differences which may arise between the Employer and the Union;
- (3) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (4) Promote the mutual interest of the Employer and Union;
- (5) Promote the morale, wellbeing and security of all Employees in the bargaining unit of the Union.
- (6) Attempt to communicate in a respectful and transparent manner with an emphasis on problem solving for the mutual benefit of all parties.
- (7) Both parties to this Collective Agreement agree that they share a mutual goal of providing effective, respectful, and compassionate care to all residents.

## **ARTICLE 1 – MANAGEMENT RIGHTS**

1.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Collective Agreement. The question of whether any of these rights is limited by this Collective Agreement shall be decided through the grievance and arbitration procedure.

## **ARTICLE 2 – RECOGNITION AND APPLICATION**

2.01 The Employer recognizes the Union as the sole and exclusive agent for all Employees included within the scope of Certificate 77-2015, issued by the Labour Relations Board of Alberta, except the Director of Shelter Services, Care Team Supervisor, Facilities Manager, Community and Fund Development Coordinator, Volunteer Coordinator, Office Administrator, Human Resources Manager, and Book Keeper.

2.02 This Collective Agreement applies to an Employee appointed to a permanent full-time, part-time, temporary, or casual position (as defined in Article 3 herein). Except where otherwise stated, this Collective Agreement shall be applied on a pro-rata basis to part-time Employees, based on number of hours worked.

- 2.03 The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit. No Employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement
- 2.04 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

### **ARTICLE 3 –DEFINITIONS**

- 3.01 For the purposes of this Collective Agreement, unless the context otherwise requires:
- (a) All gender references will be gender neutral.
  - (b) A word used in the singular may also apply in the plural.
  - (c) "Employer" means the Strathcona Shelter Society Ltd.
  - (d) "Employee" means an individual covered by the terms of this Collective Agreement.
  - (e) "Full-time Employee" means an Employee who works forty (40) hours per week in a position designated as a full-time position by the Employer with a regular schedule of full-time hours for that 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 full-time Employee.
  - (g) "Permanent Employee" is an Employee who is assigned and works regularly scheduled hours of work/shifts on a full-time or part-time basis.
  - (h) "Temporary Employee" is an Employee hired into a position with a fixed end date. Employees with a permanent position or a casual position, who are on an assignment in a different position, are considered to be on a term assignment, and will revert back to their previous position upon completion of their term assignment.
  - (i) "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.

- (j) "Probationary Employee" is any Employee who has not completed the probation period specified in Article 14.03.
- (k) The "first shift of the day" shall be that shift on which the majority of hours fall after midnight.
- (l) A "week" shall be defined as Monday to Sunday as per Payworks.
- (m) "Vacation" means annual vacation with pay.
- (n) "Layoff" shall mean the discontinuation and/or a reduction in hours of a position due to lack of work or reduction or discontinuation of service or services. The discontinuation of services may be due to the elimination of a program or programs or to inadequate funding.
- (o) "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 Article 14.02.
- (p) "Temporary Vacancy" means a vacancy of a government-funded position made temporarily vacant due to the absence of a permanent employee or for a specific job for a duration expected to exceed 180 days.
- (q) "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.
- (r) "Pay Period" shall be defined as the 1st to 15th and 16th to the end of the month concurrent with time sheet dating.
- (s) "Union" means the Canadian Union of Public Employees, Local 5241.
- (t) "Union Representative/Steward" means an Employee who is elected or appointed by the Employees covered by this Collective Agreement to act on their behalf.

## **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination against Employees by reason of age; ancestry; creed; colour; ethnic origin; family status; gender; gender identity; gender expression; illness or disease; indigenous origin; marital status; mental disability; national origin; physical appearance; physical disability; place of origin; political activity, affiliation, or belief; pregnancy; race; religious beliefs; residence; sexual orientation; source of income; or by membership in a professional association, business or trade association, Employers' organization, Employees' organization, membership, non-membership, or activity in the Union or the association with others similarly protected,
- 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 Collective 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 – HARASSMENT**

The Employer is committed to ensuring a safe, inclusive, healthy, and respectful workplace that is free of bullying, harassment, violence, and discrimination. The Employer will not tolerate bullying, harassment, or violence in the workplace from anyone and is committed to eliminating and doing everything reasonably practicable to prevent this inappropriate and unacceptable behavior. The Employer will appropriately investigate any allegations and take appropriate corrective action to address this conduct.

### **5.01 Workplace Harassment**

Workplace harassment is objectionable or unwelcome conduct by an Employee that the Employee knew or ought reasonably to have known would harm or cause offence, humiliation, degradation, or embarrassment, or which generally causes a hostile, intimidating or abusive work environment or otherwise adversely affects the health and safety of an employee. Workplace harassment includes bullying, which is a form of harassment.

Harassment can also be a form of discrimination when it relates to a person's race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, political affiliation, or any

other protected ground of discrimination included in the *Alberta Human Rights Act* or Collective Agreement.

While harassment often involves a pattern of behaviour, in some circumstances, a single incident may be severe enough to constitute harassment.

Harassment does not refer to the normal exercise of management's right to manage including the management of day-to-day operations and performance at work and the application of discipline.

## 5.02 **Sexual Harassment**

Sexual harassment means any single or repeated incidents of objectionable or unwelcome conduct of a sexual nature, that an employee knows or ought reasonably to know would cause offence, humiliation, degradation, embarrassment or would reasonably be understood to place a condition of a sexual nature on the employment relationship. Sexual harassment is a form of sex-based discrimination.

While harassment often involves a pattern of behaviour, in some circumstances, a single incident may be severe enough to constitute harassment.

## 5.03 **Workplace Violence**

Workplace violence is the threatened, attempted, or actual conduct of an employee, or client, that causes or is likely to cause physical or psychological injury or harm and includes domestic or sexual violence.

## **ARTICLE 6 –NO STRIKE/LOCKOUT**

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

## **ARTICLE 7 – UNION SECURITY**

- 7.01 New Employees shall, as a condition of employment, join the Union within thirty (30) days of commencing employment and remain members in good standing.

## **ARTICLE 8 – UNION DUES**

- 8.01 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.
- 8.02 The Employer shall remit Union dues deducted from the pay of all Employees to the National Secretary-Treasurer of the Canadian Union of Public Employees 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, with a copy to be sent to the local Secretary-Treasurer of the Union.
- 8.03 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 Collective Agreement. Such notice shall be communicated in writing to the Employer's accountant at least thirty (30) days prior to the effective date of the change.

## **ARTICLE 9 – ORIENTATION OF NEW EMPLOYEES**

- 9.01 The Employer agrees to acquaint prospective Employees who are granted an interview with the fact that a Union Collective Agreement is in effect and with the conditions of employment set out in Articles dealing with Union security (Article 7) and dues check-off (the requirement to pay Union dues – Article 8).
- 9.02 On commencing employment, the Employer will permit the Union Steward an opportunity to introduce themselves to a new Employee and to provide the new Employee with a copy of this Collective Agreement.

## **ARTICLE 10 – UNION REPRESENTATIVES**

- 10.01 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 individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.



10.02 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.

10.03 Any Employee who is a representative of the Union, shall have the right to attend the following meetings scheduled by the Employer during working hours with remuneration:

- (a) Labour Management meetings;
- (b) Health and Safety meetings, and;
- (c) any meetings scheduled under Articles 9.02 and 13.02.

The Union shall have the right to have a CUPE National Representative at these meetings as well.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

11.01 A grievance for the purposes of this Collective Agreement is any difference arising as to the interpretation, application, operation, contravention, or alleged contravention of this Collective Agreement.

It is the desire of the parties to this Collective Agreement that disputes be settled promptly. An Employee who feels that they have a grievance should first attempt to resolve it with their immediate Supervisor or Manager.

The parties will endeavor to resolve issues through problem solving prior to a grievance being filed.

11.02 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.

11.03 In this Article and Article 12, the word "days" means consecutive calendar days, excluding Saturdays, Sundays and holidays named in Article 19 of this Collective Agreement.

11.04 Up to two (2) Union Officer(s) or Shop Steward(s) shall be entitled to leave work during regular 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 their Manager, the Director of Shelter Services or Executive Director, but permission shall not be unreasonably withheld.

#### 11.05 **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 Director of Shelter Services or a designate as determined by the Executive Director giving consideration to the nature of the complaint, 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 Collective Agreement alleged to have been violated and redress sought. The Manager or designate shall arrange a meeting to hear the grievance within ten (10) days receipt of the grievance.

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

#### 11.06 **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 Executive Director within ten (10) days of receipt of the Director of Shelter Services or designate's reply. The Executive Director shall meet to hear the grievance within ten (10) days of its receipt at Step 2 and shall reply to the grievance in writing within ten (10) days of the meeting at Step 2.

#### 11.07 **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 Executive Director.

11.08 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 Collective 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.

11.09 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.

11.10 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.

- 11.11 Requirements for grievance meetings may be waived if mutually agreed to in writing.
- 11.12 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.
- 11.13 The Employer shall provide meeting facilities for any grievance meeting.
- 11.14 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 11.15 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 12 – ARBITRATION**

- 12.01 The two (2) nominees to the Board of Arbitration shall attempt to agree upon a Chair of the Board of Arbitration within five (5) days of the last nominee's appointment.
- In the event either party fails to appoint a nominee within the time permitted by this Article, or the nominees fail to appoint a Chair within the time permitted by this Article, then either party may apply to the Director of Mediation Services, Alberta Labour Relations Board, to appoint a Chair.
- 12.02 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 Chair.
- 12.03 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.
- 12.04 Time limits in this Article may be extended, but only by mutual agreement in writing.

- 12.05 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 chair 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 12.02.
- 12.06 Probationary Employees shall not have recourse to this arbitration procedure, nor may the Union pursue arbitration on their behalf.

### **ARTICLE 13 – DISCIPLINE**

- 13.01 The Employer will discipline Employees only for just cause. The burden of proof of just cause will rest with the Employer. 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.
- 13.02 An Employee who is to be interviewed by the Employer on a matter of discipline, or an investigation that could result in discipline, will be given the opportunity to be accompanied by a Shop Steward or other Union representative.
- 13.03 The Employer shall provide the Employee and Union with reasonable advance notice in writing of the interview. The notice shall include the reason, time and place of the interview.
- 13.04 Employees shall 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.
- 13.05 An Employee who has been disciplined shall have their personnel file purged of letters of counsel or records of discipline after twelve (12) months providing that during the period no further records of discipline have been issued. Employees shall receive copies of any records of discipline.

### 13.06 Personnel Files

Upon written request, the Employer will provide access to an Employee's personnel file during normal business hours. Access shall be provided within two (2) working days or a reason given why it may take longer. If requested, the Employee may have a representative of the Union present when reviewing the personnel file.

No disciplinary documents from a personnel file shall be relied upon or entered as evidence in any grievance or arbitration proceeding unless the Employee and the Union have received a copy in accordance with Article 13.04 of this Collective Agreement.

## **ARTICLE 14 – SENIORITY AND PROBATION**

### 14.01 Seniority

"Seniority" for regular full-time and part-time Employees is defined as the length of continuous service in the bargaining unit, from date-of-hire. 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. An Employee's seniority date shall be continued during a leave of absence paid by the Employer.

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 provided there was no break in service of three (3) months or more.

### 14.02 Loss of Seniority

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

- (a) discharge for just cause, without reinstatement;
- (b) resignation;
- (c) layoff in excess of twenty-four (24) months.

### 14.03 Probation

All new Employees covered by this Collective Agreement shall serve a probationary period of 480 hours or six months, whichever occurs first. Probationary hours will be considered as time worked from date-of-hire.

#### **14.04 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 regularly and will be informed of their progress or any deficiencies in performance.

If, in the opinion of the Employer, a new Employee on probation is found to be unsatisfactory, that Employee may be terminated without notice.

### **ARTICLE 15 – POSTING, PROMOTIONS AND TRANSFERS**

#### **15.01 Posted Vacancies**

When the Employer elects to create and fill a new position, the Employer shall email a copy of the position(s) to each Employee at an Employer provided email address and will remain open for seven (7) days. A copy of the notice shall be issued to the Union. All external postings shall also follow the process outlined above.

15.02 All vacancies, including temporary vacancies, created by an Employee's absence that are expected to exceed 6 months, may be posted concurrently, with preference given to qualified internal candidates.

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

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

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

15.06 Consideration for promotion or transfer may be given to the senior applicant who may not possess the required qualifications, but who will obtain the required qualifications within a reasonable period of time as specified by the Director. 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 that Employee's former position.

15.07 Within seven (7) calendar days of the date-of-appointment to a vacant position, the name of the successful applicant shall be emailed to each Employee at the Employer provided email address. The Employer shall notify 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 Collective Agreement.

## **ARTICLE 16 – LAYOFF AND RECALL**

### **16.01 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.

### **16.02 Displacement**

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

### **16.03 Recall**

(a) Recall shall be in order of seniority, provided those being recalled have the ability and qualifications to do the work. 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) New 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 that Employee's former position shall maintain their recall rights to a position with the equivalent FTE of their former position.

In the event an Employee's former position is not reinstated, the Employee shall be offered an available equivalent permanent position, for which that Employee 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 that Employee's 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 that Employee's former position.
- (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 Collective 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.
- (f) Casual Shifts While on Lay-Off:
  - (i) Employees on layoff shall indicate in writing to the Employer their desire and availability to work casual shifts,
  - (ii) When an Employee on layoff chooses to work casual shifts, the Employee will be governed by the casual terms of the Collective Agreement.



- (iii) Employees working casual shifts in a lower paid classification will maintain their current grid step, with the wage rate commensurate with that grid step in the lower paid classification.

## **ARTICLE 17 – HOURS OF WORK, SCHEDULES, AND SHIFT PREMIUMS**

### **17.01 Guiding Principles**

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

### **17.02 Normal Hours of Work**

- a) Normal hours of work for all staff except CIW's will be eight (8) hours per shift or an average of forty (40) hours per week for full-time Employees.
- b) Normal hours of work for CIW's may be ten (10) hours per shift for an average of forty (40) hours per week for full-time staff.

Changes may be made to the normal hours of work where mutually agreed between the Employer and Union.

### **17.03 Schedules**

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

Modified hours of work may be implemented where mutually agreed between the Employer and the Union (example twelve (12) hour shifts).

### **17.04 Posting of Shift Schedules**

Work schedules covering up to four (4) weeks, will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the administrator at least one (1) week in advance of the schedule posting. Any changes to a shift schedule must be approved by the Employer.

### **17.05 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:

- (a) for all hours worked on the first shift of the changed schedule when the scheduled days of work are changed;
- (b) 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.

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

17.07 There shall be no split shifts during the term of this Collective Agreement.

**17.08 Staff Meetings and Training**

The Employer recognizes that it has a responsibility to encourage the development of Employee capability. To this end, the Employer agrees to hold regular staff meetings which are mandatory and paid time for permanent Employees. Staff meetings are optional and paid for other staff per Article 18 – Overtime. Staff meetings for Employees that have worked either the night shift prior to a meeting or the night shift following a meeting are optional and paid as per Article 18 – Overtime.

17.09 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.

17.10 On shifts that are up to five (5) hours or less, the Employer recognizes one (1) twenty (20) minute paid break. On shifts that are more than five (5) hours but not more than ten (10) hours, the Employer recognizes two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute paid meal break. Where possible, such meal periods shall not be scheduled to occur in the first or last hour of the shift.

17.11 The Employer shall arrange shifts in such a way that there is a fifteen (15) minute overlap between shifts of Crisis Intervention Workers in order for them to exchange information. This requirement shall not apply on holidays recognized under Article 19 – General Holidays of this Collective Agreement, nor in the event of emergency, unscheduled absence, or other unplanned event.

17.12 An Employee may trade shifts with another equally qualified Employee provided that five (5) business days written notice is given to the Manager, subject to Employer approval, and that no additional costs are required and operational requirements are met. Such approval will not be unreasonably denied.

17.13 An Employee shall be provided a minimum of eight (8) hours rest between shifts by the Employer. The Employee may choose to work extra hours.

17.14 Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work or, if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the control of the shelter.

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

#### **17.16 Call Sheet**

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

#### **17.17 Premium for Crisis Intervention Worker Working Alone**

The Employer recognizes that in order to achieve the objectives, goals and the level of services provided to clients, that two (2) Crisis Intervention Workers shall be scheduled to be on duty at all times. The Employer will make all reasonable efforts to find a replacement Crisis Intervention Worker. In the event that there are no other Crisis Intervention Workers, and the Crisis Intervention Worker works their shift alone (excluding rest periods, shift changes and medical appointments) they shall receive a premium of six (\$6.00) dollars an hour, for each hour of the shift worked.

#### **17.18 Night Shift Premium**

Shift Premium of one dollar and seventy-five cents (\$1.75) per hour will be paid in accordance with the following: Employees working the night shift or Employees that are required to extend their regular shift and work any portion of the night shift shall receive the shift premium for all hours worked.

### **ARTICLE 18 – OVERTIME**

18.01 Overtime shall be defined as time worked in excess of regularly scheduled hours in accordance with the provisions of Article 17.02.

18.02 All overtime must be authorized in advance by the Employer except for:

- (a) Employee for next shift has not shown up for work or is late coming into work;
- (b) client with special needs that only this particular Employee can meet (i.e., language);

(c) Employee is out of the shelter with a client and cannot get back in time;

(d) the Employer requests an Employee to work additional hours, in which case, the Employer will provide the authorization.

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

18.04 The rate for overtime premium shall be one point five (1.5) of the Employee's hourly rate of pay.

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

**18.06 Part-Time Employees**

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

**18.07 Casual Employees**

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

(a) 44 (forty-four) hours per week;

(b) or ten (10) hours per shift.

18.08 The Employee shall receive payment on the 15<sup>th</sup> and last day of the month.

## ARTICLE 19 – GENERAL HOLIDAYS

19.01 The Employer recognizes the following as paid holidays:

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

NOTE: In addition to the foregoing General Holidays, Employees who are in the employ of the Employer on a full-time and part-time basis shall be granted an additional holiday as a Floater Holiday. The Floater Holiday will be scheduled at a time mutually agreed upon between the Employer and Employee. If the holiday is not taken by the last day of December in any given year, the Employee shall receive payment for such day at her basic rate of pay.

19.02 When a General Holiday falls on a day that would otherwise have been a workday, the Employee receives the day off and shall also receive their basic rate of pay for their regular scheduled hours.

19.03 When a General Holiday falls on a full-time Employee's regularly scheduled day off the Employee shall receive another day off with pay at their election within thirty (30) calendar days of the General Holiday or, failing mutual agreement they will be paid at their basic rate of pay at her regularly scheduled hours.

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

**19.05 General holiday on a Part-Time Employee's Scheduled Day off:**

When a General Holiday falls on a part-time Employee's scheduled day off, if in at last five (5) of the nine (9) weeks preceding the work week in which the holiday occurs the Employee had worked on the same day of the week on which the General Holiday is to be considered a normal working day, the Employee will the receive another day off with pay at a mutually agreeable time within thirty (30) calendar days of that holiday, or failing mutual agreement, will be paid that Employee's basic rate of pay for their regularly scheduled hours.

#### **19.06 Employees Required to Work:**

When an Employee is required to work on a General Holiday, the Employee will be entitled to receive one and a half (1.5) times their basic rate of pay for all hours worked. In addition, the Employee will also receive another day with pay, on a mutually agreeable time within thirty (30) calendar days of that holiday, or failing mutual agreement, will be paid that Employee's basic rate of pay for their regularly scheduled hours.

#### **19.07 Casual Employees:**

When a casual Employee is required to work on the General Holiday, the Employee will be entitled to receive one and a half (1.5) times their basic rate of pay for all hours worked.

19.08 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 (1) month's notice to the Employer. The operation of this sub clause shall not result in the Employer providing Paid Statutory Holidays in excess of the maximum number provided in this Article.

### **ARTICLE 20 – ANNUAL VACATION**

#### **20.01 Vacation Year**

The vacation year shall be the same as the Calendar year, from January 1st to December 31st.

#### **20.02 Vacation Entitlement**

All vacation must be first earned and accrued and shall be calculated for Employees as set out below.

### 20.03 Full-Time Employees

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

After one (1) year of continuous service	Three (3) week period	For a total of 120 hours of pay
After five (5) years of continuous service	Four (4) week period	For a total of 160 hours of pay
After nine (9) years of continuous service	Five (5) week period	For a total of 200 hours of pay
After sixteen (16) years of continuous service	Six (6) week period	For a total of 240 hours of pay

- (a) If a full-time Employee does not work all the days that Employee would normally have been scheduled to work for the year, except for periods of paid approved leave, then the Employee's vacation entitlement for the year shall be reduced proportionately, according to the number of days that the Employee was expected to work, but did not.

### 20.04 Part-Time Employees

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

- (a) 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 to the end of nine (9) continuous years of employment and shall be expressed in paid hours;
  - (iii) ten percent (10%) during the tenth (10<sup>th</sup>) to the end of sixteen (16<sup>th</sup>) continuous years of employment and shall be expressed in paid hours;
  - (iv) twelve percent (12%) during the seventeenth (17<sup>th</sup>) and subsequent continuous years of employment and shall be expressed in paid hours.

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

20.05 Part-time Employees shall be permitted periods of vacation leave, without pay, as follows:

- (a) three (3) weeks after one (1) year of continuous service;
- (b) four (4) weeks after five (5) or more years of continuous service;
- (c) five (5) weeks after fourteen (14) or more years of continuous service.

#### 20.06 **Casual Employees**

In lieu of all other entitlements in this Article, casual Employees shall be paid vacation pay equivalent to four (4%) percent 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 (6%) percent of total regular earnings, after five (5) years of continuous service. For the purposes of this Article, a year of service shall be calculated as being two thousand and eighty hours (2080) casual Employees shall be permitted periods of vacation leave, without pay, as follows:

- (a) three (3) weeks after one (1) year of continuous service;
- (b) four (4) weeks after five (5) or more years of continuous service;
- (c) five (5) weeks after fourteen (14) or more years of continuous service.

#### 20.07 **Vacation Bids and Awards**

During each vacation year there shall be two (2) vacation bids, which shall award Employees their preferred vacation periods in order of seniority. It is acknowledged that the Employer will make the final decision on vacation scheduling due to operational requirements. However, the preferred vacation bids of Employees will not be unreasonably denied.

- (a) Employees shall have the choice of splitting their vacation over the two (2) periods, or take their full vacation in either period.
- (b) When Employees choose to split their vacation over two (2) periods, they must bid a minimum of one (1) week, worth forty (40) hours of vacation credit pay.
- (c) To facilitate the bidding process the Employer shall provide Employees with vacation bid forms.



## **20.08 First Vacation Bid**

During the first bid, Employees shall bid for, and be awarded, vacation periods from June 1st until September 30th.

- (a) The first vacation bid shall open at 9:00 AM on March 1st and shall close at 5:00 PM on March 15th of each year. The Vacation Bid Awards shall be posted no later than 1:00 PM on March 30th of each year.

## **20.09 Second Vacation Bid**

During the second bid, Employees shall bid for, and be awarded, vacation periods from October 1st until May 30<sup>th</sup> (of the following year).

- (a) The second vacation bid shall open at 9:00 AM on August 1st and shall close at 5:00 PM on August 15th of each year. The Vacation Bid Awards shall be posted no later than 1:00 PM on August 30th of each year.

20.10 Employees, who fail to bid, will be assigned to any remaining vacation periods on a first come basis. Seniority shall not be a factor.

20.11 Once awarded, vacation periods will not be altered by the Employer except in the case of a national or provincial emergency or by mutual agreement of the Employee.

20.12 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.

20.13 If a full-time Employee does not work all the days the Employee would normally have been scheduled to work for the year, except for periods of approved paid leaves, then the Employee's vacation entitlement for the year shall be reduced proportionately, according to the number of days that the Employee worked.

20.14 Employees will be able to carry forward up to forty (40) hours of vacation time to be used by March 31<sup>st</sup> of the following year. In the event the vacation carried forward is not taken by March 31<sup>st</sup>, it will be paid out.

## ARTICLE 21 – SICK LEAVE

21.01 (a) "Sick 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*. All sick leave must first be earned before being taken.

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

In the case of:

- Illness
- Injury
- Layoff
- Leave of absence
- Unpaid leave while in receipt of long-term disability insurance plan
- Periods while in receipt of compensation from WCB

Sick leave shall not accrue during the period of any such absence in excess of thirty (30) calendar days

- (b) Full-time Employees shall accrue sick leave at the rate of eight (8) hours for every month worked for a total of ninety-six (96) hours in a year. Employees are eligible to carry forward forty (40) hours of unused sick leave at the end of each year for use in the next year.
- (c) Part-time Employees shall accrue sick leave at the same rate as full-time Employees on a pro-rated basis determined by a direct comparison of their regularly scheduled hours of work as compared to a full-time Employee who regularly works forty (40) hours per week. Part-time Employees are eligible to carry forward thirty-two (32) hours of unused sick leave at the end of each year for use in the next year.
- (d) Casual Employees are not eligible for sick leave.
- (e) Employees on probation shall accumulate sick leave while on probation but will not be able to use them while on probation.
- (f) At no time shall accrued vacation leave be used when an Employee has no sick leave credits available unless requested by the Employee.
- (g) The Employer may require satisfactory medical proof in the form of a medical certificate to substantiate any claim for sick leave in excess of three (3) days. The Employer shall reimburse the full cost of the medical certificate with proof of receipt.

- (h) When a recognized holiday under Article 19 occurs during a period of sick leave, it shall be considered a day of sick leave. Under no circumstances shall an Employee be entitled to both sick leave and holiday pay for the same day

#### 21.02 Independent Medical Examination

The Employer may require that an Employee be examined by an independent medical practitioner where:

- (i) There is prolonged or frequent absence from work due to illness;
- (ii) There is an apparent misuse of sick leave; or
- (iii) There is concern about the Employee's ability to satisfactorily perform their required duties due to disability or illness.

The Employer will pay the full cost of the independent medical examination.

### **ARTICLE 22 – LEAVES OF ABSENCE**

#### 22.01 Union Leave

Upon written request to the Employer, an Employee elected or appointed to represent the Union at convention, schools or seminars, shall be allowed leave of absence without pay and benefits, provided reasonable operational requirements permit.

22.02 An Employee shall receive the pay and benefits provided for in this Collective 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.

#### 22.03 Personal Wellness Leave

Employees shall accumulate personal wellness leave, and will have access to accumulated personal wellness credits to a maximum of forty (40) hours per calendar year as personal wellness. Employees may access a prorated portion of the entitlement after the completion of their probation period. 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) Two (2) personal wellness days may be taken consecutively. The total number of hours from the shifts missed shall be deducted from the Employee's forty (40) personal wellness hours.
- (f) Part-time Employees are entitled to Personal Wellness Leave and they shall accumulate Personal Wellness Leave on a prorated basis according to their Full-Time Equivalency (FTE).
- (g) In the event an Employee reverts from a full-time position to a part-time position they will maintain the accumulated personal leave credits for the current calendar year in which they revert to a part-time status. In the following calendar year, the Employee will accumulate personal leave credits as per 22.03 (f).

#### **22.04 Bereavement Leave**

A leave of absence of up to three (3) days with pay is permitted upon the death of an Employee's spouse (includes common-law partner), parents or stepparents and children or step-child, foster child or guardian of the Employee or spouse (including daughters-in-law, sons-in-law, brother-in-law, sister-in-law, mother-in-law, and father-in-law), siblings, grandchildren and grandparents.

Notwithstanding the above, where special circumstances exist and to acknowledge religious or cultural beliefs, and personal preference (e.g., the spreading of ashes at a different time and location from the funeral), an Employee may request that Bereavement Leave be divided into two (2) separate periods within a twelve-month period. Such request is subject to the approval of the Employer. In no circumstances shall an Employee be eligible for more days off with pay than they would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

#### **22.05 Bereavement Leave Extended Family**

Bereavement leave for one (1) day shall be granted for the Employee's extended family including: aunt or uncle, niece or nephew, and first cousin. Additional leave may be requested by an Employee and may be granted with or without pay by the Employer.

#### **22.06 Mourner Leave – Passing of a Union Member**

Upon reasonable notice, and where operational requirements permit, one-half (0.5) day leave shall be granted without loss of pay to permit an Employee to attend a funeral of another Union member who has passed, as a pallbearer or mourner. 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 pallbearers. An Employee cannot claim both bereavement leave, and mourner leave in relation to the same instance.

#### **22.07 Maternity/Parental Leave**

A regular Employee who has completed ninety (90) days continuous employment shall, upon the Employee's written request at least four (4) weeks in advance, be granted maternity leave to become effective thirteen (13) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided the Employee commences maternity/parental leave not later than the date of delivery.

Maternity/parental leave shall be without pay. For that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work the Employee is eligible for sick leave or EI SUB Plan Benefits. Maternity leave for birth mothers shall cover a period up to seventy-eight (78) weeks made up of sixteen (16) weeks Maternity Leave and sixty-two (62) weeks of Parental Leave, provided that not less than six (6) weeks of the leave immediately follows the date of delivery, unless otherwise agreed in writing.

**22.08** A regular Employee on maternity/parental leave shall provide the Employer with four (4) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular Employee in the same classification held by the Employee immediately prior to taking maternity/parental leave and at the same basic rate of pay.

### **22.09 Adoption Leave**

A regular Employee who has completed ninety (90) days continuous employment, shall, upon written request, be granted leave without pay for up to sixty-two (62) weeks as necessary for the purpose of adopting a child.

Upon four (4) weeks written notice of intent to return to work, the regular Employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.

### **22.10 Election Leave**

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.

### **22.11 Jury Duty**

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, the Employee 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. Where an Employee is compelled to serve as a witness in the Employee's capacity and arising from their employment at the shelter, they shall receive pay, including overtime where applicable, for time spent in attendance at court. The Employee shall provide proof of service of any subpoena or notice to attend, and of all amounts received on account of witness fees, (excluding payments made for travel, meals or accommodation expenses), which shall be deducted from any pay to the Employee covering the period of court.

### **22.12 Personal Leave**

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 sick leave, vacation pay, holiday pay or other benefits be payable.

### **22.13 Educational Leave**

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

### **22.14 Emergency Leave**

Time off with pay to a maximum of two (2) 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 Executive Director and will substantiate the reason by providing proof to the Employer.

## **ARTICLE 23 – PAYMENT OF WAGES, TRANSPORTATION ALLOWANCES & FEES**

23.01 The Employer shall pay wages twice per month in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each payday each Employee shall be provided with an itemized statement of the Employee's wages, overtime and other pay and deductions.

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

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

### **23.04 Use of Personal Vehicle**

Employees required to use their own vehicle at the Employer's request shall be allowed sixty-two cents (\$0.62) per kilometer traveled on Employer business to compensate for this usage.

Where an Employee is using their personal vehicle to conduct business on behalf of the organization and they have received confirmation from their insurance company that they require business insurance as a result, the Employer will reimburse for appropriate insurance upon production of a receipt.

23.05 Employees 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 three (3) hours being paid.

#### **23.06 Police Information Checks and Vulnerable Sector Checks**

Regular Police Information Checks and Vulnerable Sector Checks are a condition of continued employment and must be submitted in a timely fashion. The cost of Police Information Checks and Vulnerable Sector Checks for Employees shall be reimbursed upon submitting a receipt to the Executive Director. The cost of Police Information Checks and Vulnerable Sector Checks will not be reimbursed to new Employees and are a condition of hire.

#### **23.07 CPR and First Aid**

CPR and First Aid certification are a condition of employment and costs for regular re-certification shall be reimbursed.

### **ARTICLE 24 – JOB DESCRIPTIONS**

24.01 Upon request, the Union or an Employee shall be provided with a copy of a current position description.

24.02 Should the Employer introduce a new classification, the following shall apply:

- (a) The basic rate of pay for the new classification shall be established by the Employer.
- (b) The Employer shall notify the Union of the basic rate of pay and provide a position description for the new classification.
- (c) In the event that the basic rate of pay for the new classification is not acceptable to the Union, the Union shall within thirty (30) calendar days from the date they received notification notify the Employer that they want to negotiate the basic rate of pay for the new classification.
- (d) The Employer and the Union shall meet to negotiate the basic rate of pay for the classification.
- (e) If a satisfactory conclusion to such negotiations is not reached in accordance with Article 24.02 (c) within sixty (60) calendar days from the date the Union received the notification, then the Union shall have an additional fourteen (14) calendar days to refer, in writing, the basic rate of pay for the new classification to arbitration in accordance with Article 11 – Arbitration.



### **24.03 Changes in Job Descriptions**

The Employee and the Union shall receive twenty-eight (28) calendar days' notice when the job duties and/or qualifications of a position in any classification, or a classification covered by this Collective Agreement, are significantly changed. Should the Union wish to discuss these changes, the Union shall meet with the Employer within the twenty-eight (28) calendar days' notice period.

### **24.04 Overpayment of Wages and Entitlements**

- (a) Should the Employer issue an Employee an overpayment of wages or entitlements, the Employer may make necessary monetary or entitlement adjustments as necessary to correct such errors.
- (b) The Employer shall notify the Employee in writing of the overpayment and by mutual agreement between the Employer and Employee, repayment arrangements shall be made. In the event that a mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten (10) percent of the Employee's gross earnings per pay period until such time as the overpayment has been repaid by the Employee.
- (c) It is the responsibility of the Employee to notify the Employer when they receive either an overpayment or underpayment.
- (d) Employers shall only be entitled to recover overpayments which occurred in the last six (6) months except in situations of fraudulent claims or activities.
- (e) In the event a large sum of money has been transferred into the account of an Employee, that a reasonable person would realize was transferred in error, the Employer may recover the overpayment in an expedited manner.
  - i) The Employer will have a discussion with the Employee regarding the error and arrangements will be made for repayment.
  - ii) An explanation will be given in writing to the employee regarding the nature of the error and a receipt will be issued to the Employee once repayment has been made in full.
- (f) All overpayments will be processed through payroll deduction.

### **24.05 Underpayment of Wages and Entitlements**

- (a) In the event the Employer underpays the wages or entitlements of an Employee, the Employer will correct the error and make payment in an expedited fashion.

## **ARTICLE 25 – EMPLOYEE BENEFIT PLANS**

25.01 The Employer will provide a comprehensive group insurance benefits program which, subject to eligibility criteria and requirements for participation, includes the following:

- (a) Alberta Health care, Employer, 100%;
- (b) Group Life Insurance and Accidental Death and Dismemberment Specific Loss, Employer 100%;
- (c) Employee Assistance Program (EAP), Employer 100%;
- (d) dental care, Employer 100%;
- (e) extended health care, Employer 100%;
- (f) long-term disability, Employee 100%.

In the event Alberta Health premiums are re-instated the Employer shall pay one hundred percent (100%) of the premiums.

25.02 Coverage will apply to all full-time Employees. Part-time Employees must work a minimum of twenty (20) hours a week.

25.03 Where an Employee is on an unpaid leave of absence, the Employee's 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 their benefit coverage while on unpaid leave as long as the Employee 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 pre-pay all benefit premiums, including the Employer's and Employee's share on a month-to-month basis.

## **ARTICLE 26 – HEALTH AND SAFETY**

26.01 The Employer shall comply with all applicable Occupational Health and Safety legislation and regulations.

26.02 A first-aid kit shall be supplied by the Employer.

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

## **ARTICLE 27 – JOINT COMMITTEES**

### **27.01 Labour Management Committee**

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 Alberta 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 Union and management representatives.

Each party shall designate up to two (2) representatives and a CUPE National Representative to the committee. More members may be added to the Committee by mutual agreement.

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.

## **27.02 Health and Safety Committee**

A Health and Safety Committee shall be established within sixty (60) days of the signing of ratification of the Memorandum of Agreement.

The Committee shall enjoy the full support of both parties in the interests of improved health, safety, and security of the Employees.

### Terms of Reference

#### Authority of the Committee

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

#### 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:

- materials and meeting venues necessary to accommodate the Committee's functions;
- data pertaining to workplace health and safety;
- data pertaining to accidents, incidents or security at the worksite.

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

### Meetings

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

Each party shall designate up to two (2) representatives and shall alternate in presiding over meetings. More members may be added to the Committee by mutual agreement. The CUPE National representative may attend meetings.

An Employer and a Union representative shall be designated as joint chairpersons 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.

## **ARTICLE 28 – CORRESPONDENCE**

28.01 All correspondence between the parties, arising out of this Collective Agreement or incidental thereto shall pass to and from the Executive Director or their designate and the Recording Secretary of the Union with a copy sent to the Local Vice- President, and National Representative of the Union.

## **ARTICLE 29 – PROFESSIONAL DESIGNATIONS**

29.01 Where an Employee is required to maintain a Professional Designation as a condition of remaining within a classification, the Employer will pay one half (1/2) of the cost of annual registration to the respective Professional body. This benefit will be pro-rated for part-time Employees.

## **ARTICLE 30 – PROFESSIONAL DEVELOPMENT**

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

- (a) 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 where applicable. The Employer may provide permanent Employees with up to five (5) training days per year which includes but is not limited to in-services or certification programs at no cost to Employees.
- (b) Permanent Employees may request work-related courses or workshops by applying for funding of Government-sponsored educational grants or other funding sources. If approved for funding, the Employer will make all reasonable effort to afford the Employee the time off work to attend the courses or workshops.
- (c) If funding is not approved, permanent Employees may request other work-related courses or workshops upon written request and prior approval of the Employer. Upon providing proof of successful completion of these pre-approved courses, the Employee will be reimbursed costs.

## **ARTICLE 31 – SUPPLEMENTARY BENEFIT PLAN**

- (a) 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 receiving compassionate care benefits.
- (b) Exclusive of overtime, vacation and holiday pay, the Employer will top up an 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 or disability. 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*.
- (d) Employees must initiate a claim for employment insurance benefits with Service Canada subject to continuous registration, eligibility and approval under the *Employment Insurance Act*.

## **ARTICLE 32 – PERSONNEL FILES**

- 32.01 Employee personnel files maintained by the Employer shall contain information that is relevant and necessary to meet various legal requirements and to assure efficient personnel administration. Personnel files shall be managed to ensure accuracy and to protect Employee privacy in accordance with current legislation.
- 32.02 An Employee shall have the right during normal business hours of the administration office and upon reasonable notice, to have access and review their personnel file. The Employee shall have the right to have a Union Representative present. The Employee is entitled to copy the file. An Employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

## **ARTICLE 33 – LONG SERVICE INCREMENT BONUS**

- 33.01 A service bonus in the form of a restricted Group RSP will be paid on the anniversary date of a regular status Employee beginning with the seventh (7<sup>th</sup>) year anniversary and then as per the table below. The service bonus shall be prorated for part-time Employees to their FTE at their anniversary date.

<b>ANNIVERSARY</b>	<b>LONG SERVICE INCREMENT BONUS</b>
Seven (7) years	\$5,000
Ten (10) years' service	\$3,000
Fifteen (15) years' service	\$5,000
Twenty (20) years' service	\$3,000
Twenty five (25) years' service	\$5,000

## ARTICLE 34 – REGISTERED RETIREMENT SAVINGS PLAN

34.01 Upon successful completion of the mandatory probationary period, the Employer shall begin to deposit a proportionate share (one twelve (1/12)) of annual contributions into an RRSP account on a monthly basis. The RRSP account will be established in the name of the Employee, according to the following schedule:

### RRSP SCHEDULE

Year 1	\$600.00
Year 2	\$630.00
Year 3	\$660.00
Year 4	\$690.00
Year 5	\$720.00
Year 6	\$750.00
Year 7	\$780.00
Year 8	\$810.00
Year 9	\$840.00
Year 10	\$870.00
Year 11	\$900.00
Year 12	\$930.00
Year 13	\$960.00
Year 14	\$990.00
Year 15	\$1020.00
Year 16	\$1050.00
Year 17	\$1080.00
Year 18	\$1110.00
Year 19	\$1140.00
Year 20	\$1170.00
Year 21	\$1200.00
Year 22	\$1230.00
Year 23	\$1260.00
Year 24	\$1290.00
Year 25	\$1320.00
Year 26	\$1350.00
Year 27	\$1380.00
Year 28	\$1410.00
Year 29	\$1440.00
Year 30	\$1470.00

The schedule above applies to permanent Employees who work 0.8 FTE and 1.0 FTE's only; all others will be pro-rated as per Article 2.02.



34.02 RRSP contributions will continue to accrue during the first thirty (30) days when an Employee is:

- (a) on an approved leave of absence;
- (b) receiving payments from workers' compensation;
- (c) on EI supplementary benefits.

### **ARTICLE 35 – MEALS**

35.01 Employees are responsible for provisioning their own meals. All Employees are encouraged to join clients during special occasion meals such as *Thanksgiving*.

35.02 Employees required to work additional hours in addition to their scheduled hours, the employee shall be allowed to access food that is within the Shelter.

### **ARTICLE 36 – TERM OF AGREEMENT**

36.01 This Collective Agreement shall take effect upon ratification by the parties and shall remain in full force and effect until March 31, 2024.

36.02 The salary levels set out in Schedule "A" to this Collective Agreement shall be implemented retroactively to April 1, 2023 with respect to regular earnings only and with respect to only those Employees on payroll as of the date of signing of this Collective Agreement. No other provisions of this Collective Agreement shall have retroactive application, unless specifically provided otherwise.

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

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

### **ARTICLE 37 – WAGE SCALES AND PROGRESSION**

37.01 Progression on the wage grid for full-time Employees shall occur on the Employee's anniversary date of hire. Part-time and casual Employees shall progress on the wage scale upon completion of two thousand and eighty (2080) hours.

37.02 An Employee achieving a new position in a different classification shall be placed in the next closest higher pay-step in the new classification.

37.03 An Employee's basic rate of pay shall be established in accordance with Appendix A. Appendix A shall be attached to and form part of the Collective Agreement.

37.04 Upon completion of two (2) years at Step 6 of the wage grid, Employees shall receive an additional three percent (3%) as a long service increment.

37.05 The Employer agrees that they will apply for all government funding for Employee wage bonuses.

37.06 In the event the Provincial Government provides a funding increase for salaries, the following shall apply: such increases shall be implemented within sixty (60) days of the receipt of the funding and retroactively to the date the funding was put into effect.

Signed this 30 day of April, 2024 in the Hamlet of Sherwood Park, Alberta.

On behalf of the Canadian Union of  
Public Employees Local 5241

On Behalf of the Board of Directors  
Strathcona Shelter Society Ltd.



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## LETTER OF UNDERSTANDING #1

between

STRATHCONA SHELTER SOCIETY LTD.  
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5241  
(the "Union")

### **Re: Volunteer Workers**

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Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the shelter to meet its objectives.

Volunteers will be accepted at the workplace under the following conditions:

1. Volunteers shall not be paid by the Employer.
2. That volunteers are made aware that they are working in a unionized environment where a Collective Agreement is currently in force.
3. The Employer agrees:
  - a) that members of the bargaining unit shall not, at any time, be replaced either permanently, temporarily, or casually with volunteer worker(s);
  - b) that volunteers will be provided with the job descriptions for Employees to ensure clear understanding between the work of the bargaining unit and the work volunteers perform at the shelter;
  - c) that no Employee shall be laid off as a result of the Employer utilizing the services of volunteers;
  - d) that no position shall be excluded from, or lost to, the bargaining unit as a result of the Employer utilizing the services of volunteers;
  - e) that the use of volunteers will not adversely affect employment conditions or limit employment opportunities for members of the bargaining unit;
  - f) that shift hours shall not be reduced as a result of the use of volunteers;

- g) that volunteer workers maybe only be used to assist with food preparation, kitchen cleanup, general cleaning, picking up food from the Food Bank, assisting the work of child support workers and Crisis Intervention Workers (such as a group facilitator) but shall not, at any time, be used to replace Employees;
  - h) that volunteers shall not participate or take part in the discipline of members of the bargaining unit.
4. Should any conflict as to the use of volunteer workers arise between the Employer and the Union, such problems shall be subject to the grievance and arbitration procedures.

This Letter of Understanding shall form part of the Collective Agreement.

Signed this 30 day of April 2024 in the Hamlet of Sherwood Park, Alberta.

On behalf of the Canadian Union of  
Public Employees Local 5241

On Behalf of the Board of Directors  
Strathcona Shelter Society Ltd.



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## LETTER OF UNDERSTANDING #2

between

STRATHCONA SHELTER SOCIETY LTD.  
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5241  
(the "Union")

### **Re: Government Grant Positions**

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WHEREAS the parties recognize the benefit of applying to government programs to fund working positions in the bargaining unit;

AND WHEREAS the parties recognize the right of CUPE Local 5241 to bargain the terms and conditions of work for these members;

The parties agree to as follows:

Employees may be hired under a contract in order to fill Victim Advocate and Child Support Worker positions funded by government grants.

These Employees shall be hired for a specific term not to exceed twenty-four (24) months, unless the Union agrees otherwise.

- a) When a new Employee fills a government-grant contract position and a vacancy exists at the end of their two (2) year term, they shall be entitled to apply for the position and shall be given preference over new applicants. If they are the successful candidate, they shall be confirmed as a permanent Employee and will gain seniority which shall be retroactively established, effective the last date of hire. If the permanent position is in the same classification as their government grant contract position, they shall not be required to serve a probationary period.
- b) When a permanent bargaining unit Employee fills a government-grant contract position, the Employee shall be seconded to the contract position. It shall be understood that at the conclusion of the assignment, the permanent bargaining unit Employee shall be entitled to return to that Employee's former position.

Employees working under contracts funded by government grant shall become members of the Union and remain in good standing and shall be entitled to all the rights, benefits and protection of a permanent Employee covered by this Collective Agreement with the exception that the end of the two (2) year government contract, Employees hired under section A of this Letter of Understanding, shall not be considered as being laid off.

This Letter of Understanding shall form part of the Collective Agreement.

Signed this 30 day of April 2024 in the Hamlet of Sherwood Park, Alberta.

On behalf of the Canadian Union of  
Public Employees Local 5241

On Behalf of the Board of Directors  
Strathcona Shelter Society Ltd.



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**LETTER OF UNDERSTANDING #3**

between

**STRATHCONA SHELTER SOCIETY LTD.**  
(the "Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5241**  
(the "Union")

**Re: Summer Students**

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WHEREAS the parties agree that the employment of Summer Students at the shelter contributes to the professional development of these students;

AND WHEREAS the parties agree that it is important to have a common understanding on the role that these students play while they work at the shelter;

Now therefore, the parties agree to as follows:

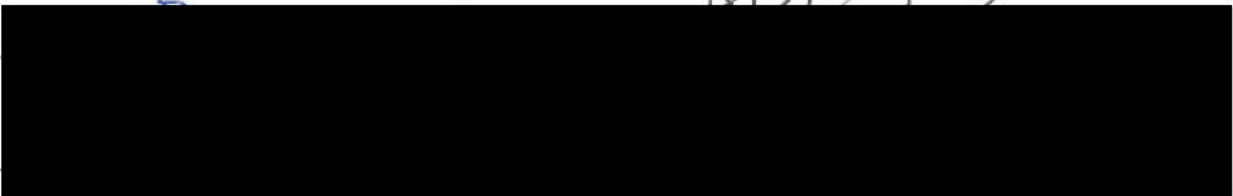
Summer Students who perform work that is within the scope of the bargaining unit shall become members of the Union and remain in good standing. Summer Students shall be entitled to all the rights, benefits and protection of a permanent Employee covered by this Collective Agreement with the exception of the grievance procedure.

This Letter of Understanding shall form part of the Collective Agreement.

Signed this 30 day of April, 2024 in the Hamlet of Sherwood Park, Alberta.

On behalf of the Canadian Union of  
Public Employees Local 5241

On Behalf of the Board of Directors  
Strathcona Shelter Society Ltd.



**LETTER OF UNDERSTANDING #4**

between

STRATHCONA SHELTER SOCIETY LTD.  
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5241  
(the "Union")

**Re: Employment Standard Code**

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When Alberta's *Employment Standards Code* changes to a higher standard than the Collective Agreement, the higher standard will be recognized.

This Letter of Understanding shall form part of the Collective Agreement.

Signed this 30 day of April, 2024 in the Hamlet of Sherwood Park, Alberta.

On behalf of the Canadian Union of  
Public Employees Local 5241

On Behalf of the Board of Directors  
Strathcona Shelter Society Ltd.

A large black rectangular redaction box covers the signature area for the Canadian Union of Public Employees Local 5241. A blue ink signature is visible at the bottom left of the redacted area.



**LETTER OF UNDERSTANDING #5**

Between

STRATHCONA SHELTER SOCIETY LTD.  
(the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5241  
(the "Union")

**Re: Contracting Maintenance Work**

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**WHEREAS** the parties agree that the employer has been unable to hire a qualified individual for the Maintenance Repair position due to the rate of compensation and a requirement to only work part-time hours as needed

**AND WHEREAS** the parties agree that it is important to have this work completed when required in a timely manner by an individual with the necessary skill set;

The parties agree to as follows:

Management will contract for necessary maintenance work to be done with a third-party individual who will not become an employee of the Employer and will therefore not be subject to the terms and conditions of the Collective Agreement.

This Letter of Understanding shall form part of the Collective Agreement.

Signed this 30 day of April, 2024 in the Hamlet of Sherwood Park, Alberta.

On behalf of the Canadian Union of  
Public Employees Local 5241

On Behalf of the Board of Directors  
Strathcona Shelter Society Ltd.



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## LETTER OF UNDERSTANDING #6

between

STRATHCONA SHELTER SOCIETY LIMITED

(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5241

(the "Union")

### **Re: Recognition of Experience in the Hiring of Facility Support Workers**

Both the Employer and the Union recognize that the Employer has had significant difficulty in hiring and retaining Facility Support Workers due to starting wage being lower than comparable employers. The Employer is required to place new Employees at the first step of the grid without being able to give recognition for their years of experience.

Notwithstanding that the Collective Agreement does not expire until March 31<sup>st</sup>, 2024, the Employer and Union agree that there is a sense of urgency to recruit and fill these positions to support the staff and clients within the Shelter and to make an immediate adjustment to base rates of pay rather than wait for this matter to be dealt with through the next round of collective bargaining. Therefore, the Employer and Union agree to the following:

1. Effective December 1<sup>st</sup> all new hires into Facility Support Worker positions will be assessed for their relevant experience and placed into the pay grid according to the years of relevant experience they have to a maximum of Step 5 at \$20.44 per hour. They will then progress to next steps on the grid as per the Collective Agreement at their anniversary date.
2. All existing Facility Support Worker staff (casual and regular) will be assessed for their years of relevant experience prior to having been being hired to Strathcona Shelter Society and will be placed at the appropriate step in the grid to recognize this experience but will not be placed higher than Step 5 at \$20.44. If currently above this rate, they will remain where they are and move upwards according to the Collective Agreement. Any adjustment will occur December 1<sup>st</sup> and the individual will then receive further adjustments on their anniversary date as per the Collective Agreement.

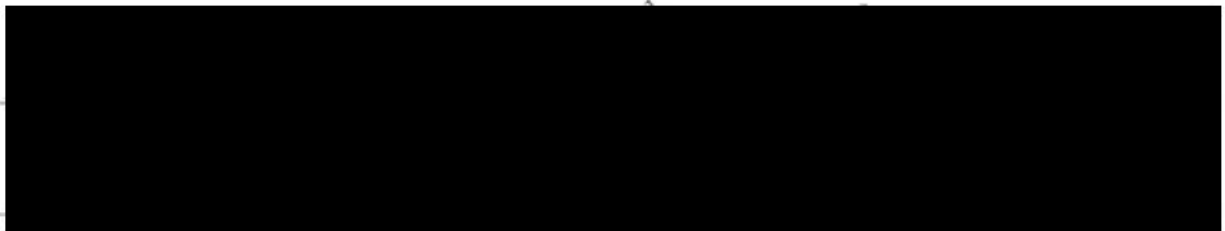
3. The Employer and Union agree they will communicate about this change to Employees with consistent messaging and will agree upon what this messaging shall be prior to information being sent out.

This Letter of Understanding shall form part of the Collective Agreement.

Signed this 30 day of April 2024, in the Hamlet of Sherwood Park, Alberta.

On behalf of the Canadian Union of  
Public Employees Local 5241

On Behalf of Strathcona Shelter  
Society



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**APPENDIX A – WAGE SCALE UNTIL MARCH 31, 2024**

Effective April 1<sup>st</sup>, 2023 a 2.0% general wage increase to all classifications retroactive to the expiration of the current Collective Agreement. (see Letter of Understanding for explanation of the current wage increase)

**Salary Grid Effective April 1, 2023 – 2.00%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>LSI</b>
<b>Facility Support Worker</b>	\$17.78	\$18.51	\$ 19.26	\$ 19.83	\$20.44	\$21.03	\$ 21.66
<b>Maintenance Repair Person</b>	\$17.78	\$18.51	\$ 19.26	\$ 19.83	\$20.44	\$21.03	\$ 21.66
<b>Child Support Worker</b>	\$21.21	\$21.94	\$ 22.65	\$ 23.34	\$24.04	\$24.77	\$ 25.51
<b>Crisis Intervention Workers</b>	\$22.94	\$24.03	\$ 25.13	\$ 25.88	\$26.65	\$27.46	\$ 28.28
<b>Support Liaison Worker</b>	\$22.94	\$24.03	\$ 25.13	\$ 25.88	\$26.65	\$27.46	\$ 28.28
<b>Outreach Worker (Community &amp; Follow-up)</b>	\$22.94	\$24.03	\$ 25.13	\$ 25.88	\$26.65	\$27.46	\$ 28.28
<b>Victim Advocate</b>	\$22.94	\$24.03	\$ 25.13	\$ 25.88	\$26.65	\$27.46	\$ 28.28