

# COLLECTIVE AGREEMENT

BETWEEN



THE MEDICINE HAT COMMUNITY  
HOUSING SOCIETY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

**CUPE** LOCAL 46

January 1, 2020 – December 31, 2023



Mar 31, 2020  
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## **ARTICLES OF AGREEMENT made in duplicate**

BETWEEN:

**THE MEDICINE HAT COMMUNITY HOUSING SOCIETY**  
(hereinafter called the "Society")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 46 - MEDICINE HAT**  
(hereinafter called the "Union")

### **ARTICLE 1: INTERPRETATION & RECOGNITION**

(a) The Society recognizes the Canadian Union of Public Employees Local 46 as the sole and exclusive collective bargaining agency for all Employees covered by this Collective Agreement and as per authority granted by the *Labour Relations Code* and the decision of the *Labour Relations Board*, Certification Number 111-98. Notwithstanding the foregoing, the parties agree that persons employed in the following capacities shall not be considered Employees for the purposes of this Agreement:

- Chief Administrative Officer
- Manager
- Executive Assistant to the CAO

When the Society proposes to exclude a new or existing classification from the bargaining unit, it shall advise the Union giving reason in writing for such exclusion. If the exclusion is agreed upon, this clause shall be amended by a Letter of Understanding attached to this Agreement.

- (b) The Society agrees not to bargain collectively with any other labour organization affecting Employees covered by this Agreement.
- (c) No Employee covered by this Agreement shall be asked to make a written or verbal agreement with the Society which violates the terms or conditions of employment contained in this Agreement, without the prior written approval of the Union.
- (d) No member of the Union, other than the Executive members and Union officials, shall interpret this Agreement on behalf of the Union.
- (e) The Society agrees that supervisors and other persons not in the bargaining unit shall not perform duties of Employees who are within the bargaining unit except for the purpose of instruction, experiment, in emergencies or during periods of a temporary nature when regular bargaining unit Employees are not readily available and providing the aforementioned operations do not reduce the regular hours of work of any Employee.

- (f) No Union activity shall take place on the property of the Employer, at work sites, or during working hours without prior notification and approval of management responsible for that work area.
- (g) The Employer shall provide designated bulletin board space for use of the Union at locations accessible to Employees where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

## **ARTICLE 2: UNION DUES & SECURITY**

- (a) Any Employee who is now a member of the Union and any Employee, who hereafter becomes a member of the Union, shall maintain such membership.
- (b) The Society shall deduct from every Employee, an amount equal to the monthly membership dues levied in accordance with the Union Constitution and/or Bylaws and owing by the Employee to the Union.
- (c) Employees shall pay Union dues whether or not the Employee is a member of the Union, and dues shall be deducted monthly from the salary cheque of each member.
- (d) The Secretary-Treasurer of the Union shall notify the Society as to the amount of such regular Union dues.
- (e) Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union by the 15<sup>th</sup> day of the month following, accompanied by a duplicate list of the names of all Employees from whose wages the deductions have been made, the base wages the dues were deducted from for each Employee and the gross total of all base wages, and the addresses, phone numbers and personal email addresses.
- (f) The Employer agrees to provide each new Employee with a current copy of the Collective Agreement between the Medicine Hat Community Housing Society and CUPE Local 46.
- (g) The Union and Employer will share all costs evenly when printing copies of the Collective Agreement to ensure that all current and future Employees are provided with a copy.

## **ARTICLE 3: TERM OF AGREEMENT**

- (a) This Agreement shall be in full force and effect as of the 1<sup>st</sup> day of January, 2020 and shall continue in full force and effect until the 31<sup>st</sup> day of December, 2023 and from year to year thereafter unless one party gives to the other party, not less than sixty (60) days or no more than one hundred and twenty (120) days prior to the expiry date of this Agreement, notice in writing to commence collective bargaining.
- (b) This Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said termination date, until such time as an agreement is reached or until legal strike or lockout has commenced.

- (c) Any changes deemed necessary to this Collective Agreement may be made by mutual agreement and confirmed in writing between the Society and the Union during the term of existence of this Agreement.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

The management of the Society and the direction of staff, and all customary rights of management, including, but not limited to the right to direct, plan and control the Society operations, to schedule working hours, and the right to hire, promote, demote, transfer, suspend, discharge Employees for just cause, to release Employees for lack of work, and the right to introduce new and improved methods of operation is vested exclusively with management, subject to the provisions of this Agreement. Notwithstanding the foregoing, the Society retains all rights not expressly limited by the terms of this Agreement.

#### **ARTICLE 5: DEFINITIONS**

(a) Employee

Means all Employees of the Medicine Hat Community Housing Society pursuant to Article 1 (a) of this Agreement

(b) Permanent Employee

Means an Employee who has been offered permanent employment in writing and has completed the probationary period.

(c) Permanent Full-time Employee

Means an Employee who works a regular schedule of hours that is not less than thirty (30) hours per week on a year-round basis.

(d) Permanent Part-time Employee

Means an Employee who works a regular schedule of hours that are less than thirty (30) hours per week on a year-round basis.

(e) Relief Employee

Means an Employee who is hired to fill a permanent full-time or permanent part-time position made temporarily vacant until the permanent full-time or permanent part-time Employee returns to the said position or the position is filled through posting.

(f) Temporary Employee

Means an Employee who is hired to perform seasonal/temporary work that will not exceed twelve (12) months unless extended by mutual agreement in writing between the Society and the Union.

(g) Probationary Employee

Means an Employee who is serving the required probationary period.

(h) Probationary Period

Means the first six (6) months of employment in which the Society has to assess newly hired Employees for ability and suitability for continued employment. However, any accumulation of fifteen (15) or more days of absence from work shall be added to the six (6) month probationary period.

**ARTICLE 6: GRIEVANCES**

(a) Pre-Grievance Meeting

Prior to filing a formal grievance, the Employee and/or the Union shall first seek to settle the dispute through discussion with the immediate Manager. If settlement is not reached in the pre-grievance meeting the grievance may be referred to Step 1.

(b) Definition of Grievance

A grievance is any difference between the parties to, or persons bound by this Agreement, concerning its interpretation, application, operation or any alleged violation of this Agreement. The alleged difference must be dealt with progressively in the following manner.

(c) Filing Procedure

No grievance shall be considered except under the following procedure including the condition that a grievance must be submitted in writing and must contain a full and complete statement of the grievance pursuant to the relevant article of this Agreement and specifying the particular relief requested on behalf of the grievor. Copies of all written grievances shall be forwarded to the Employee's Manager or, in the case of a policy grievance, to the Chief Administrative Officer.

Grievances not submitted within twenty (20) working days of the action giving rise to the grievance, or within twenty (20) working days of the time that the action should reasonably have been known to the grievor, shall not be considered.

(d) Time limits

In the event the initiator of the grievance fails to follow the procedure and time limits established in the steps of the Grievance Procedure, the grievance shall be deemed to be abandoned.

When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, the grievance shall advance to the next step of the Grievance Procedure.

Either party may request an extension of the time limits mentioned above provided that such extension is requested prior to the expiry of the time allowed.

(e) Policy and Group Grievances

Both the Union and the Society shall have the right to process as policy grievances items which arise regarding interpretation, application, operation or alleged violation of this Agreement through the above mentioned procedures commencing with Step 2, provided that the grievance is submitted in writing, within twenty (20) working days from the incident prompting the grievance.

The Union shall have the right to process "Group Grievances". A Group Grievance is one initiated by more than one (1) Employee providing that all Employees who are a party to the grievance are grieving the identical issue and have signed the initial grievance form.

(f) Grievance Procedure

All grievances between the Society and Employees shall be settled in the following order:

Step 1: The aggrieved Employee(s) through their Shop Steward or Union representative shall submit the grievance in writing to their Manager. The Manager shall arrange a meeting with the Union to be held within ten (10) working days to consider the grievance. The Manager's decision shall be communicated to the Union in writing within ten (10) working days of said meeting.

Step 2: If a settlement of the grievance is not reached as laid out in Step 1, the grievance may be referred, within ten (10) working days of the date the Manager hands down a decision, to the Chief Administrative Officer. The Chief Administrative Officer shall arrange a meeting with the Union to be held within ten (10) working days to consider the grievance. The Chief Administrative Officer's decision shall be communicated to the Union in writing within ten (10) working days of said meeting. A grievance related to the dismissal of a Probationary Employee shall not proceed beyond this Step of the Grievance Procedure.

Step 3: If a settlement of the grievance is not reached as laid out in Step 2, the grievance may be referred, within ten (10) working days of the date the Chief Administrative Officer hands down a decision, to the Society's Board of Directors. The Chief Administrative Officer shall arrange a meeting of the Board of Directors and the Union to be held within twenty (20) working days to consider the grievance. The decision of the recipient of the grievance shall be communicated to the initiator of the grievance in writing within ten (10) working days of said meeting.

Step 4: If a settlement of the grievance is not reached as laid out in Step 3 the grievance may be referred within twenty (20) working days after receipt of the Step 3 response, to a single arbitrator to be established as follows:

- (i) The Chief Administrative Officer and the Union shall appoint the single arbitrator but failing to agree on a selection, they shall request the Director of Mediation Services to appoint an arbitrator.
- (ii) The arbitrator's decision shall be final and binding on both parties.
- (iii) The parties may mutually agree to a three-member Arbitration Board with each party appointing one member to represent them and mutual agreement on a chairman (or as appointed by the Director of Mediation Services).



- (iv) Any Employee who is wrongfully dismissed and is later reinstated as a result of an Arbitration Board award shall be reinstated in accordance with the decision as handed down by the Board. The decision of the majority shall be the decision of the Board. The decision of the Arbitration Board shall be final and binding and enforceable on all parties but in no event shall the Arbitration Board have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement, which in its opinion it deems just and equitable.
- (v) The expenses, if any, of a single arbitrator shall be borne equally by the parties to the dispute. In the case of a three (3) member Arbitration Board, each party shall pay the expenses of its member and the expenses of the chairman will be borne equally by the parties.

## **ARTICLE 7: UNION COMMITTEES**

- (a) No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Society without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Society in writing of the names of the Chief Shop Steward, Shop Steward and committee members.
- (b) The Employee(s) shall have the right to have the assistance of a CUPE National Representative and/or the President or designate of CUPE Local 46 as follows:
  - (i) when processing grievances pursuant to the Grievance Procedure,
  - (ii) for negotiations with respect to a renewal of this Collective Agreement,
  - (iii) for such other purposes as may be specified elsewhere in this Agreement.
- (c) Time off, without loss of regular earnings, will be granted to Employees who are Union officials appointed under (a) above when involved in discussions related to the processing of grievances. No more than one Employee representative will represent the Union provided, however, they first obtain the consent of the Chief Administrative Officer; such consent shall not be unreasonably withheld. No period of absence for this purpose shall exceed two (2) hours unless agreed to, in writing by the Chief Administrative Officer.
- (d) Leave of Absence, without loss of pay or seniority, will be granted to Employees who are Union officials appointed under (a) above under the following circumstances:
  - (i) when carrying on negotiations with representatives of the Society, including meetings related to negotiations, no more than two Employee representatives.
  - (ii) with respect to Clause 7(d)(i) above, the Union shall be billed the amount of pay received by the Employee representatives including such fringe benefit costs (pro-rated) in excess of four (4) days, as may be appropriate.
- (e) Except as stated in this Article, Union Officials and Shop Steward shall not conduct Union business during working hours without the express permission of the CAO or designate.

## **ARTICLE 8: LABOUR / MANAGEMENT COMMITTEE**

A Labour Management Committee shall consist of one Employee from each of the following:

- Facility Operations
- Housing Programs or Finance
- Outreach or Homeless and Housing Development
- the Chief Administrative Officer
- one other member of the Society's Management Team

Meetings of the Committee shall be held at least four (4) times per year on a day and time agreed by the parties, in writing, or when the need arises either party may call a meeting by notifying the other party in writing. Employees shall suffer no loss of regular earnings for the time spent attending Labour / Management meetings. If an Employee is required to attend a Labour Management Committee meeting outside of the Employee's regularly scheduled working hours, then the Employee shall be compensated in time off or pay at time and one half (1.5) at the Employee's regular rate of pay for the time spent at the meeting.

Either party may call for the attendance of the CUPE National Representative and/or CUPE Local 46 President or designate at a meeting of the Committee.

## **ARTICLE 9: HARASSMENT AND DISCRIMINATION**

- 9.01 The Employer and the Union recognize the right of all Employees to a workplace free from bullying, discrimination, harassment or sexual harassment.
- 9.02 No employee shall be discriminated against because of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation or any other protected ground in Alberta Human Rights Legislation of that person or of any other person.
- 9.03 The Employer agrees that no Employee shall be subject to bullying, harassment or sexual harassment as per the Employer Policy on Violence and Harassment and Guidelines and Procedures. Failure of Employees to follow such may result in disciplinary procedures up to and including termination.

## **ARTICLE 10: SENIORITY**

- (a) Seniority is defined as length of service with the Society.
- (b) Seniority for permanent Employees shall be based on length of service in any permanent position plus any pro-rated seniority based upon the Employee's accumulated regular hours paid as a temporary or relief Employee. An Employee shall retain, but not accumulate seniority during periods of layoff or during periods of unpaid leave of absence in excess of thirty (30) calendar days unless otherwise stipulated.
- (c) An Employee shall continue to accumulate seniority during any period of paid absence, approved unpaid sick leave, absence while in receipt of *Workers' Compensation* and during the first twenty (20) months of LTD and for Adoption, Maternity or Parental Leave.

- (d) Seniority for temporary and relief Employees shall be defined as the length of service in temporary or relief positions calculated on the accumulated regular hours paid.
- (e) No seniority shall be acquired by Probationary Employees. Upon completion of the probationary period, an Employee's seniority shall be made retroactive to the date of employment.
- (f) The Society shall maintain two Seniority lists, one list for permanent Employees, and one list for all temporary and relief Employees.
- (g) Seniority lists shall be sent to the Union and posted on bulletin boards in the Housing Programs Office and Facility Operations Shop in January and June of each year.
- (h) An Employee shall only lose Seniority in the event that the Employee:
  - (i) is discharged for just cause and is not reinstated.
  - (ii) resigns in writing, or otherwise terminates their service by voluntary act.
  - (iii) is not re-employed within twelve (12) months of the date of layoff.
  - (iv) fails to return to work within ten (10) working days after receiving verifiable notice of Recall in writing sent by email to the Employee or to their last address of record, unless due to sickness or other just cause approved by the Society.
  - (v) fails to return to work upon expiration of leave of absence.
- (i) An Employee, who is promoted or seconded to a position outside the scope of the Union, shall maintain their seniority for a maximum of six (6) months. Should the Employee prove unsatisfactory or choose not to remain in this position during this period, the employee shall revert to their former position without loss in seniority.

## **ARTICLE 11: VACANCIES**

- (a) When a permanent position becomes vacant or a new permanent or temporary position is created within the bargaining unit and the Society decides to fill the position:
  - (i) for 12 weeks or more, then the vacancy shall be posted for a period of five (5) working days in all Department offices with a copy sent to the Union. If in the opinion of the Society no satisfactory applications are received and/or no qualified applicants are perceived, the Society reserves the right to advertise the position outside the bargaining unit.
  - (ii) for less than 12 weeks, the Society may fill the vacancy without posting.
- (b) If the Society decides to withhold or postpone the posting and filling of a vacancy of 12 weeks or more, the Union shall be notified in writing and given the reason.
- (c) Applications from Employees for a posted vacancy shall be considered in the following order:
  - (i) applications from Permanent Employees,

- (ii) applications from Temporary/Relief Employees.

When the necessary knowledge, skills, abilities, training and experience to perform the functions of a position as described in the job description are considered relatively equal, seniority shall be the determining factor.

- (d) Employees assigned in writing by their Manager to work in a relief assignment or on a temporary basis for a period of one (1) day or more, shall be paid one level lower than their current level on the salary grid in the higher classification and their anniversary date will remain unchanged. If an Employee has achieved level five (5) of the lower classification, they will continue to be paid at level four (4) in future relief assignments.
- (e) Information in postings shall contain the following information: a summary of the duties and responsibilities required, qualifications, hours of work, pay range.
- (f) After the appointment, the Union shall be notified of the successful applicant's name and where applicable, the previous position vacated.
- (g) The Society agrees to provide job related line of progression training for Employees.

## **ARTICLE 12: HOURS OF WORK**

- (a) The normal full-time hours of work for the Facility Operations Department, including Facility Operations -Generals, shall be eight (8) hours per day, from 8:00 a.m. to 4:30 p.m. forty (40) hours per week, Monday through Friday, with a one-half (1/2) hour unpaid lunch break at about the midpoint of the day.
- (b) The normal full-time hours of work for Housing Programs and Finance, including Administrative Support, shall be seven and one-half (7.5) hours per day, from 8:00 a.m. to 4:30 p.m. thirty seven and one-half (37.5) hours per week, with a one (1) hour unpaid lunch break at about the midpoint of the day.
- (c) The normal full-time hours of work for the Outreach and Homeless and Housing Development Departments shall be seven and one-half (7.5) hours per day.
- (d) The Society shall consult with the Union in advance in the event that the scheduled hours of work specified in this Clause are to be revised.
- (e) When practicable, an Employee whose hours of work are to be changed shall be notified at least fifteen (15) working days prior to such change.
- (f) There shall be no split shifts in the Housing Programs, Finance and Facility Operations Departments except by mutual agreement of the Employer with the Employee and the Union.
- (g) Permanent Part-time Employees shall have the opportunity to apply for temporary or relief work before such work is offered to current or new Temporary or Relief Employees.

- (h) All Employees will receive a fifteen (15) minute paid break in the morning and also in the afternoon. These breaks must be taken in an unbroken period and cannot be combined with lunch breaks, be used to cover lateness or to leave early.

## **ARTICLE 13: OVERTIME, CALLOUT & STANDBY**

### **Overtime**

- (a) All overtime must be pre-approved by the Employee's Manager.
- (b) Employees shall accumulate overtime at the rate of one and one-half (1.5x) times their regular hourly rate of pay for all hours worked in excess of:
- (i) eight (8) hours per day or forty (40) hours per week, whichever is greater, for all Employees in the Facility Operations Department, and
  - (ii) seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week, whichever is greater, for all Employees in Housing Programs, Finance, Outreach and Homeless and Housing Development Departments.
- (c) Employees shall have the option of accumulating overtime at straight time rates to a maximum of forty (40) hours at any given time banking in excess of this amount must be pre-approved by the CAO, and
- (i) receiving payment or
  - (ii) accepting time off, to be taken at a time mutually convenient for the Employee and the Society.

### **Call Out**

When an Employee is called out after the Employee's regular hours of work the Employee shall be entitled to a minimum of two hours pay. All Call Out hours shall be paid at the rate of one and one-half (1½ x) times their regular hourly rate of pay. These hours must be reported the next business day to their Manager or designate.

### **Standby**

- (a) Employees who are scheduled for on-call duty shall be available and able to work during their scheduled on-call hours.
- (b) Employees who are required to be on standby on a scheduled basis shall be paid three hundred (\$300.00) per week, or if part weeks are involved, the Employee shall be paid in accordance with the provisions of (c) below.
- (c) Employees who are periodically required to be on standby for periods of less than one week shall be given twenty-four (24) hours' notice of such requirement and shall receive pro-rated standby allowance as follows:
- (i) Employees on standby on weekdays (Monday to Friday): \$30.00/day.

(ii) Employees on standby Saturdays, Sundays and paid holidays: \$50.00/day.  
Once notice is given, the requirement to be on standby shall not be cancelled.

(d) When an Employee on standby is called out to perform work the call out provision shall apply for the time worked.

#### **ARTICLE 14: LAYOFF & RECALL**

(a) A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Collective Agreement.

(b) Provided that the remaining Employees have the skills, knowledge, training and ability to satisfactorily perform the available work, when reducing staff, the Society shall layoff the most junior Employee in the affected classification in the department.

When increasing the work force, recalls shall be carried out in order of seniority within the affected Department provided the Employee being recalled has the skills, training, knowledge and ability to perform the required work satisfactorily.

(c) When an entire classification is eliminated, similar criteria for layoffs shall apply; that is, when Employees are retained and retrained for other jobs, seniority shall govern, provided the Employees in question have the skills, knowledge, training and ability to satisfactorily perform the work for which they are being retained or retrained.

(d) Layoff and Recall clauses (a) through (c) shall not pertain to relief and temporary Employees.

(e) The application of this Article shall not enable an Employee to utilize seniority to acquire a position having a higher classification as a result of layoff or recall.

(f) Unless legislation is more favourable to the Employees, the Society shall notify Employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this article, they shall be paid for the day(s) for which work was not made available.

Layoff notice shall not be required for Probationary, Relief, and Temporary Employees.

An Employee who is absent because of vacation, sickness, or who is in receipt of *Workers' Compensation*, or who is on a leave of absence shall have no extraordinary rights under this Article and shall be subject to layoff on the same basis as other Employees.

#### **ARTICLE 15: PAY DAYS**

Employees shall be paid monthly on the last working day of the month by a direct deposit system. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

## **ARTICLE 16: SALARIES & HOURLY PAY**

- (a) Employees shall be paid in accordance with the salaries and Classifications listed in Appendix "A".
- (b) Anniversary dates for individual Employees for salary purposes shall be established at their date of hire in their current classification and adjusted for periods of layoff or unpaid leaves of absence in excess of thirty (30) calendar days.
- (c)
  - (i) For 7.5 hour per day Employees, after the accumulation of each 1950 paid regular hours since their anniversary date, Permanent Employees shall progress to the next level of their classification on the salary grid.
  - (ii) For 8 hour per day Employees, after the accumulation of each 2080 paid regular hours since their anniversary date, Permanent Employees shall progress to the next level of their classification on the salary grid.
- (d) The Employer shall provide the Union with a current job description for each position and an updated copy at any time when a change to the job description occurs including changes in qualification requirements.
- (e) New Employees will normally be hired at the start rate of the salary grid but the Society, at their sole discretion, reserves the right to hire any Employee at a higher step.

## **ARTICLE 17: PAY QUERIES**

An Employee who believes that they have been incorrectly paid in respect to hours worked, rate of pay, holiday pay, etc., must submit their query to their Manager in such a time as the error should have been reasonably known.

## **ARTICLE 18: VEHICLE ALLOWANCE**

Employees who are required to use their own vehicle for the benefit of the Society shall be compensated as follows:

- (a) For all kilometers driven while on Society business at the Alberta Government's rate, as of January 1<sup>st</sup> each year, for employee mileage reimbursement;
- (b) Up to one hundred and fifty dollars (\$150.00) per year for additional insurance to cover business use, based on evidence of coverage and premium.
- (c) Upon presentation of receipts for non-business travel parking expense, members of the Society's Central Office Staff shall receive reimbursement on the Employee's next pay deposit of up to four hundred and twenty dollars (\$420.00) per calendar year. Should the Employee leave the employ of the Society during that calendar year, the Employee shall reimburse the Employer for the unused pro-rated amount.

## **ARTICLE 19: PERSONAL DAYS**

- (a) The Society provides Employees with Personal Days to meet personal needs. Permanent Full-Time Employees who have successfully completed probation, will be given 2 personal days on each of January 1 and July 1.
- (b) Employees must request to take Personal days in writing to their Manager with a minimum of 24 hours advanced notice. Approval is subject to operational requirements but will not be unreasonably denied.
- (c) Personal days must be used within the half year that they were received and may not be carried over into the next half year. Unused personal days will not be paid out.

## **ARTICLE 20: STAFF ORIENTATION**

New Employees and Employees entering a position new to the Employee shall be given orientation/training with an Employee, or Chief Administrative Officer, and/or supervisor who are familiar with the position. Such orientation/training shall normally be of five (5) working days duration or such other period that may be deemed by the Chief Administrative Officer to be appropriate for the requirements of the position and qualifications and experience of the incumbent. Both Employees shall receive full pay at their current step during such orientation/training.

## **ARTICLE 21: LEGAL EXPENSES**

- (a) All reasonable expenses and costs with respect to the defense of an Employee in any criminal or civil action taken against or in respect of that Employee's actions while carrying out their normal work duties, will be paid by the Society, provided such actions do not constitute a gross disregard or neglect of the Employee's duties.
- (b) Notwithstanding the foregoing, should an Employee be found guilty on a criminal charge, the Society shall not be liable for any expense in relation to the Employee's defense on that charge or related charges.

## **ARTICLE 22: RRSP PLAN**

- (a) The Society agrees that all permanent full time and permanent part time Employees shall be enrolled in a RRSP Plan. The Society and the Employees shall be bound at all times to the terms and conditions of the plan as set out in the contract.
- (b) The Society matches the Employee contribution up to 5.4% of regular gross monthly earnings. The Employee may contribute a higher percentage on a regular basis or contribute an extra flat amount periodically.

## **ARTICLE 23: ALLOWANCES**

- (a) The Facility Operations Lead Hand and all Facility Operations-Specific and Facility Operations-General Employees shall be paid three hundred (\$300.00) annually, payable January 31<sup>st</sup>, for the purchase and replacement of basic required hand tools.



- (b) All Facility Operations Employees shall receive a boot reimbursement of one hundred and fifty (\$150.00) dollars per year to a maximum of three hundred dollars (\$300.00) over two (2) years.

#### **ARTICLE 24: SICK LEAVE**

- (a) Sick leave is a benefit provided by the Society. The parties hereto agree to cooperate in monitoring sick leave usage among the members of CUPE Local 46. Early intervention to assist Employees in maintaining a healthy life style is the guiding principal in order to assist them in an early return to work. Local 46 encourages all members to be aware of the value of paid sick leave to ensure its continuation for the benefit of all members.
- (b) Employees shall be entitled to an allowance for sickness to the extent of 0.0693 hours to be accumulated for each regular hour paid by the Employer to a maximum of one hundred and forty four (144) hours per year. The unused portion will be accumulated to a maximum of nine hundred and sixty (960) hours for Facility Operations Employees and nine hundred (900) hours for Housing Programs, Finance, Outreach and Homeless and Housing Development Employees.
- (c) An Employee may be required to produce acceptable proof of illness, which may include a doctor's certificate, for any absence due to illness. The Employer shall pay the cost of any medical certificates required.
- (d) Employees who take sick or and are hospitalized while on annual vacation shall be allowed to use sick days from their accumulated sick leave for the days, they are ill, provided a doctor's certificate is produced to prove illness. The Employee will be entitled to holidays at a later date.
- (e) The Employee is to make every effort to book necessary medical appointments at times other than during regular working hours. When this is not possible, a written request for the time off is to be forwarded to the Employee's Manager for approval prior to the appointment. The Society may require the Employee to produce evidence of their attendance at an appointment with a medical practitioner. When approval has been granted the time off will be considered sick time.
- (f) The Society agrees to undertake the responsibility of advising Employees to submit the necessary forms in a timely manner to ensure, where possible, no delay in receipt of long term disability payments. It is understood that Employees will not be permitted to use their accumulated sick time beyond the one hundred and twenty (120) consecutive calendar days on any single occurrence provided they are in receipt of long term disability payments. Upon approval of LTD, any sick pay received by the Employee beyond the one hundred and twenty (120) calendar days will be refunded to the Society by the Employee or the LTD carrier. Employees may not re-access their sick leave bank prior to returning to employment.
- (g) With proper justification to the Employee's Manager, an Employee may use up to five (5) days of their sick leave in a calendar year to attend the needs of a sick child, spouse, parent, or parent of a spouse when there is no other person to take these responsibilities.
- (h) It is to the benefit of all who are employed by the Society to support modified work programs for Employees who are sick, injured or disabled. Therefore, the parties agree as follows:

The Society will endeavor to provide alternate or modified work for Employees who are sick, injured or disabled. There shall be no reduction in the regular rate of pay of any Employees as a result of any modified or alternate work program and no permanent Employee will be subject to layoff as a result of this work program.

## ARTICLE 25: COMPENSATION FOR INJURIES

If any Employee of the Society is injured under conditions which entitle the Employee to compensation under the *Worker's Compensation Act*, such Employee shall be paid at the regular rate for which they were paid before such injury for the month prior to the injury, provided that they assign to the Society and cause to be paid, and the Society receives all payments in lieu of wages received by them from the *Worker's Compensation Board*. If the Employee continues on *Worker's Compensation* for more than two (2) months, then the Employee receives ninety percent (90%) of regular earnings for the balance of compensation on that claim.

FURTHER PROVIDED that the benefit under this section shall not be paid to the Employee after the expiration of two (2) years from the date of such injury.

## ARTICLE 26: MEDICAL COVERAGE

The Society agrees to maintain a Group Health and Insurance plan. All eligible Employees shall participate in the Health Benefits Plan unless exempt under a spousal plan. Cost sharing of the premiums for this coverage shall be as provided below.

	<u>Society</u>	<u>Eligible Employee</u>
Life insurance (including ADD, and Dep. Life)	100%	0%
Extended Health Care	66.67%	33.33%
Dental Care	100%	0%
Long Term Disability	100%	0%
Alberta Health Care	50%	50%

## ARTICLE 27: PAID HOLIDAYS

(a) The following shall be considered paid holidays:

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

All "general" holidays proclaimed by the City of Medicine Hat, and/or the Government of Alberta and/or the Government of Canada, shall also be recognized as legal holidays, except when replacing any of the above named holidays, in which case the lieu day only shall be recognized in place of the statutory holiday named above.

(b) All Temporary and Relief Employees will be paid Holiday pay in accordance with *Employment Standards Code* as amended from time to time.

- (c) When such holiday falls on a Saturday or a Sunday, Permanent Employees who are regularly scheduled to work on the day granted in lieu, shall receive pay for that day.
- (d) Any Employee working in a higher classification than their regular classification immediately prior to a statutory holiday will be paid at the higher classification rate for the purposes of statutory holiday pay providing they have been working in that higher classification for at least five (5) consecutive working days preceding that holiday.
- (e) Employees required to work on the Paid Holiday shall be paid one and one-half times (1.5 x) their regular rate of pay, and they will also receive their regular daily pay for the paid holiday.

#### **ARTICLE 28: VACATION**

- (a) All Permanent Employees shall earn annual vacation days with pay as follows:
  - (i) For the first (1<sup>st</sup>) year of continuous employment to their fifth (5<sup>th</sup>) anniversary date, fifteen (15) vacation days per year.
  - (ii) From their fifth (5<sup>th</sup>) anniversary date to their tenth (10<sup>th</sup>) anniversary date, twenty (20) vacation days per year.
  - (iii) From their tenth (10<sup>th</sup>) anniversary date, twenty-five (25) vacation days per year.
  - (iv) Part-time Employees have the option of accepting percentage of wages or vacation time based upon the preceding three clauses prorated on accumulated earnings at a rate of two percent (2%) per week.
- (b) Anniversary dates for individual Permanent Employees for vacation purposes shall be established at their date of hire into continuous employment with the Society and adjusted for periods of layoff or unpaid leaves of absence in excess of thirty (30) calendar days.
- (c) Statutory holidays are not included in the vacation period (that is to say, if a statutory holiday occurs during vacation period, another day shall be given, to be taken at a time mutually convenient to the Society and the Employee).
- (d) Relief and Temporary Employees will be paid six percent (6%) of wages at each pay period in lieu of vacation days. Alternately, the Employee may request to bank vacation days, subject to the approval of the CAO.
- (e) A Relief or Temporary Employee, who is hired into a permanent position, will start to earn vacation days under Article 28(a) when they are made permanent using their anniversary date calculated under Article 28(b).
- (f) Subject to operational requirements, Employees may take their annual vacation in no less than one hour increments. Vacation requests will not be unreasonably denied or changed after approval.
- (g) Vacation in the first year of employment will only be permitted with the approval of the CAO or designate.

## ARTICLE 29: BEREAVEMENT LEAVE

(a) Employees shall be granted a maximum of five (5) regularly scheduled consecutive working days off without loss of pay or benefits in the case of the death of an immediate family member upon production of acceptable evidence of the death of the family member.

(b) The term "immediate family" shall be interpreted to mean:

EMPLOYEE	CURRENT SPOUSE
Grandparent	Grandparent
Parent	Parent
Sibling	Sibling
Spouse of sibling	
Spouse	
Child	
Son-in-law/Daughter-in-law	
Grandchild	

(c) For the purposes of this Article the following definitions (at the time of death) shall apply:

- Grandparent shall mean grandparent and step-grandparent.
- Parent shall mean biological parent, stepparent, parent of an adopted child, and legal guardian.
- Sibling shall mean sister, stepsister, brother, stepbrother.
- Spouse shall mean current spouse, fiancée, and common-law spouse.
- Common-Law Spouse shall mean any common-law relationships (including same-sex relationships) where the couple has been cohabitating for a minimum of one (1) year.
- Fiancée shall mean a person to whom an Employee is engaged to be married.
- Child shall mean son, stepson, daughter, stepdaughter, foster child, and ward.
- Grandchild shall mean grandson, step grandson, granddaughter, and step granddaughter
- Ward shall mean a minor or adult under the care of a legal guardian.

(d) Employees shall be granted up to one (1) regularly scheduled working day off without loss of pay or benefits to act as a pall bearer or to attend the funeral of a close friend or relative not defined in (b) above provided that the funeral occurs on the Employee's regularly scheduled day of work.

(e) Additional time as reasonably necessary may be granted as leave without pay by the Chief Administration Officer with the proviso that all applications for such extensions must be submitted at the time of the original request, unless extenuating circumstances justify otherwise.

- (f) Should a "Statutory or declared" holiday fall during a bereavement leave, the day shall be shown as holiday pay and will not extend the time of bereavement as described in paragraph (a) of this clause, except where special circumstances exist and are justified.
- (g) If an Employee has to travel in excess of 500 km one way to attend a funeral of a relative defined in (b) above, they will be entitled to an additional two (2) regularly scheduled days off without loss of pay or benefits.

### **ARTICLE 30: COURT APPEARANCES**

It is agreed that where an Employee is subpoenaed as a witness in a case or is subpoenaed for jury duty, the Employee shall not suffer any loss of pay while so serving provided any witness fee or jury service fee is turned over to the Society.

### **ARTICLE 31: UNION LEAVE**

- (a) Leave of absence without pay and without loss of seniority shall be granted to a member of the Union who is elected or appointed to represent the Union at a Union convention, Executive or committee meetings of CUPE, its affiliates or chartered bodies. The Employee's pay shall carry on in the normal manner.
- (b) The Union shall be billed the amount of pay so received by the Employee for their leave of absence as well as such fringe benefit costs (pro-rated) as may be appropriate. Payment will be made by the Union upon receipt of such billing.
- (c) The Society has the right to refuse Union leave when it interferes with the efficient operation of the Society. However, the Society will not unreasonably deny Union leave.

### **ARTICLE 32: WARNING, DISCIPLINE, DISMISSAL, TERMINATION**

- (a) Any Employee desiring to appeal against dismissal or discipline shall do so under the Grievance Procedure.
- (b) No Employee shall be dismissed, except for just cause.
- (c) Where Employee resigns, the Employee shall give the Society two (2) weeks' notice in writing.
- (d) Whenever an Employee is disciplined and the discipline is intended to be a matter of record, the Employee shall be given written particulars of the discipline, whether it be a warning, suspension, or discharge, and a copy shall be sent to the Union. Further, an Employee shall have the right to have a Union representative present when discipline is given.
- (e) Any disciplinary notation or warning in writing shall be removed from an Employee's record after a period of twenty-four (24) months in which the Employee has not received any further disciplinary warning or suspension, and provided that there is no investigation underway of an incident that could lead to discipline.

- (f) Upon request, once in every twelve (12) months and in the event of a grievance or complaint, access to an Employee's personnel file shall be provided to the Employee in the presence of the Chief Administrative Officer or designate. Such access shall be provided within two (2) working days after the request is received by the Chief Administrative Officer. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure.

### **ARTICLE 33: SEVERANCE PAY**

- (a) In the event the Society ceases to exist or there is a decision to discontinue any existing operation or position, that will result in a reduction of Employees, the effected Employees will be compensated as follows:

<u>Full Years of Continuous Employment</u>	<u>Weeks of Salary Paid</u>
	<i>Employment Standards</i>
1 year to under 5 years	<i>Code requirements</i>
5	19
6 or more	22

- (b) Employees of the Outreach Department will receive severance as per *Employment Standards Code*, as amended from time to time.

### **ARTICLE 34: POLICIES**

When a Personnel Policy is created or changed, the Employer will provide a copy to the Union.

### **ARTICLE 35: HEALTH SPENDING ACCOUNT**

The Employer will provide a Health Spending Account for each employee who qualifies for the benefits and annually deposit seven hundred (\$700.00) per Employee with family coverage and three hundred and fifty (\$350.00) per Employee with single coverage. Employees shall use the funds in accordance with terms of the plan.

### **ARTICLE 36: MEDICAL LEAVE**

An Employee who has exhausted their sick leave bank may be granted medical leave without pay to a maximum of 120 calendar days ending when eligibility for long term disability is reached. Such leave shall be supported by medical documentation from a doctor of the Employer's choice and at a cost covered by the Employer.

## **ARTICLE 37: JOINT HEALTH & SAFETY COMMITTEE**

A Joint Health & Safety Committee, co-chaired by a Union and a management representative, shall consist of one Employee from each of the following:

- Facility Operations
- Housing Programs or Finance
- Outreach or Homeless & Housing Development
- Chief Administrative Officer, and
- One or two other members of the Society's Management Team

Meetings of the Committee shall be held monthly or more often as deemed necessary. Employees shall suffer no loss of regular earnings for the time spent attending JH&S meetings. If an Employee is required to attend a JH&S Committee meeting outside of the Employee's regular scheduled working hours, then the Employee shall be compensated in time off or pay at time and one-half (1.5) the Employee's regular rate for the time spent at the meeting.

The Committee may permit the attendance of resource people or observers.

**APPENDIX A SALARY GRID**  
**(Effective January 1, 2020 to December 31, 2023)**  
**Reflecting a 0.0% Increase**

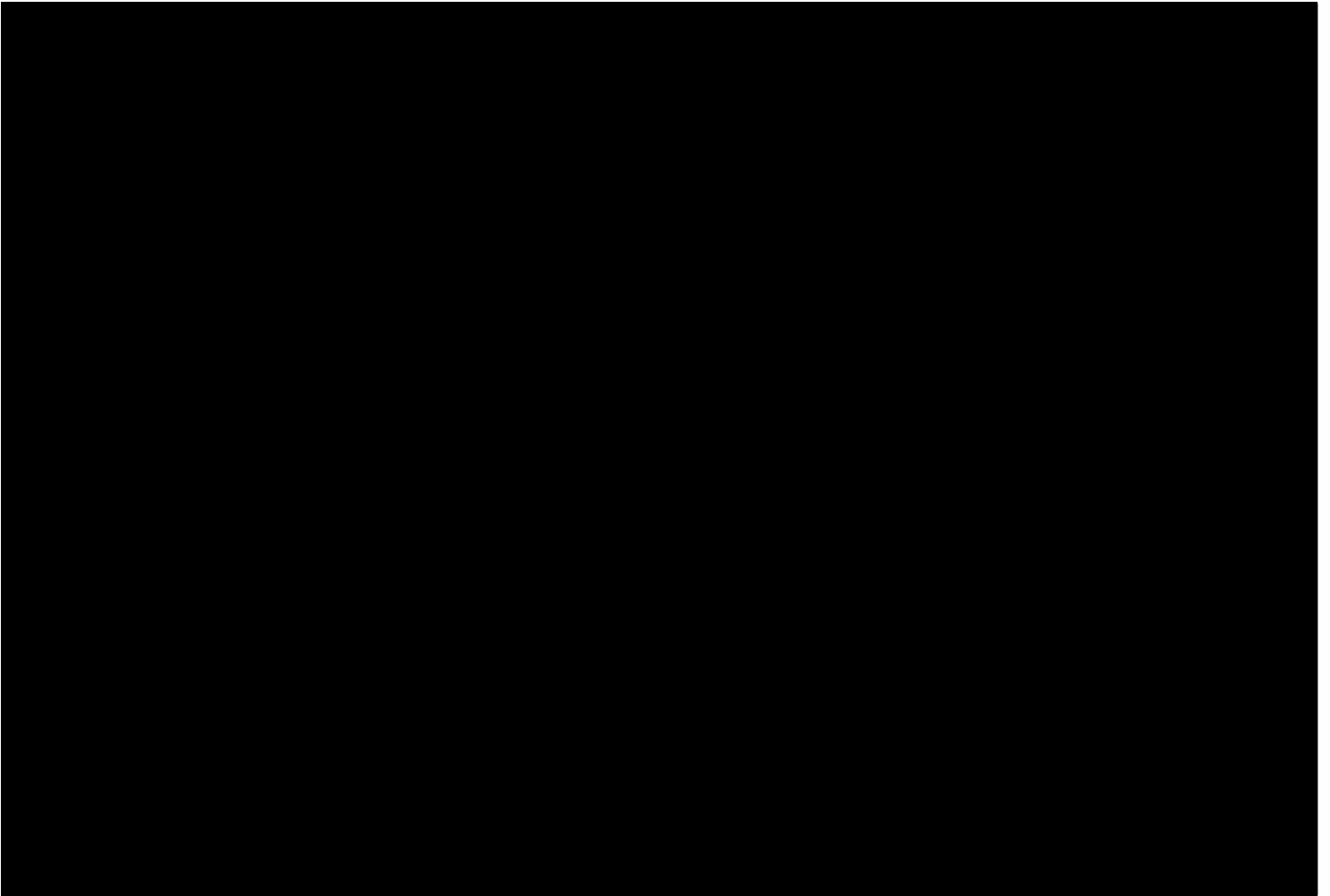
<b>CLASSIFICATION</b>	<b>LEVEL ONE</b>	<b>LEVEL TWO</b>	<b>LEVEL THREE</b>	<b>LEVEL FOUR</b>	<b>LEVEL FIVE</b>
<b>Finance Department</b>					
Financial Support	21.50	22.76	24.14	25.60	27.14
<b>Housing Programs Department</b>					
Housing Programs Support Senior	20.68	21.95	23.26	24.65	26.14
Housing Programs Support	18.83	19.95	21.16	22.42	23.76
<b>Facility Operations Department</b>					
Facility Operations Lead Hand	23.83	25.27	26.79	28.39	30.08
Facility Operations – Specific	21.66	22.99	24.37	25.82	27.37
Facility Operations – General	18.75	19.86	21.07	22.32	23.67
Facility Operations – Support	16.55	17.53	18.60	19.71	20.88
Facility Operations – Administrative Support	18.83	19.95	21.16	22.42	23.76
<b>Outreach Department</b>					
Outreach Administrative Support	18.83	19.95	21.16	22.42	23.76
Outreach Worker I	22.97	24.33	25.77	27.35	28.98
Outreach Worker II	24.94	26.44	28.02	29.72	31.51
Outreach Team Lead	27.71	29.38	31.14	33.02	35.00
<b>Homeless and Housing Development Department</b>					
Homelessness Initiatives Coordinator	29.33	31.17	33.02	34.97	37.10



IN WITNESS WHEREOF the Medicine Hat Community Housing Society has, through proper authority and procedure, affixed its seal.

And IN WITNESS WHEREOF the Union has, through proper authority and procedure, signed affixed its seal.

Dated this 1 day of April, 2020.



**LETTER OF UNDERSTANDING 1**  
**BETWEEN**  
**MEDICINE HAT COMMUNITY HOUSING SOCIETY (MHCHS)**  
**AND**  
**CUPE LOCAL 46**

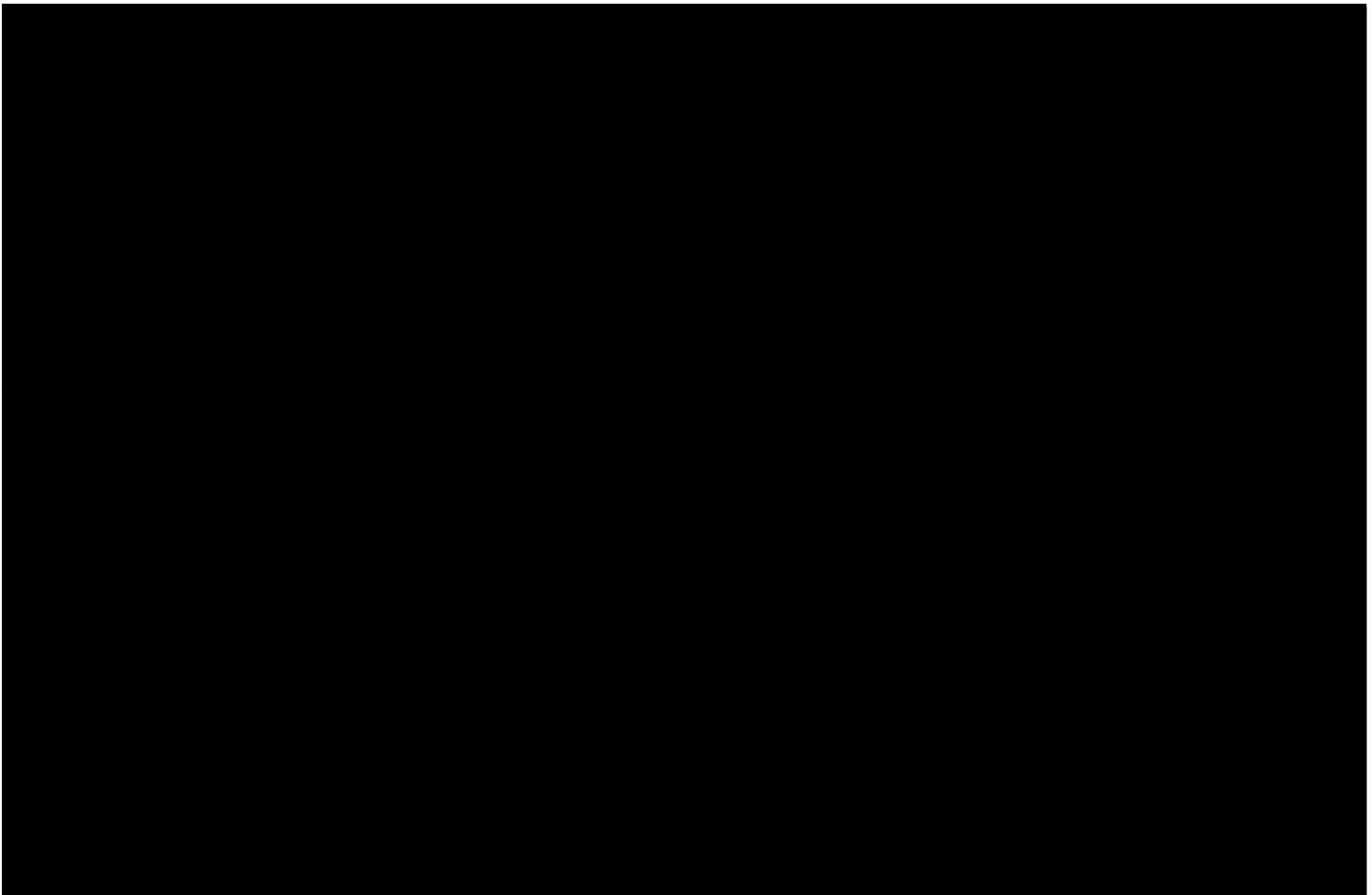
**Funding Increases**

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If prior to December 31, 2023, the Medicine Hat Community Housing Society receives any increase(s) to their Provincial Social Housing Operating Budget, that is not targeted funding, the parties agree to meet within thirty (30) days to discuss the implication of the increased funding.

The Employer will present a budget for the use of the increased funds including what portion would be allocated to wages and the options for allocation.

The Union will ratify with the members on which option is to be implemented.

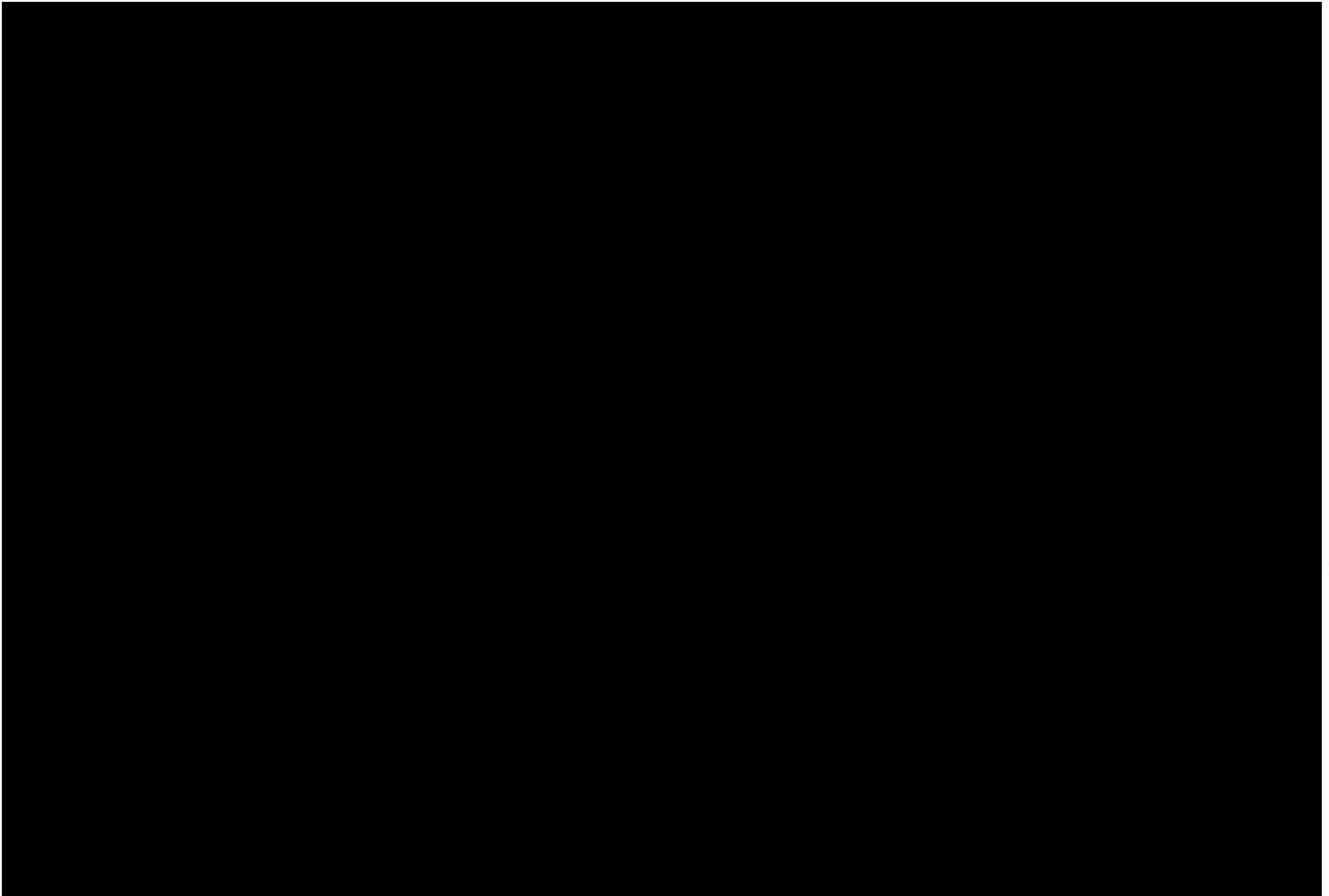


**LETTER OF UNDERSTANDING 2**  
**BETWEEN**  
**MEDICINE HAT COMMUNITY HOUSING SOCIETY (MHCHS**  
**AND**  
**CUPE LOCAL 46**

**Sick Day Supplement**

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At the sole discretion of the Employer, where medical conditions warrant it, the Employer may supplement an Employee's accumulated sick days. The Union agrees that the Employer has the right to request verification of the medical condition.



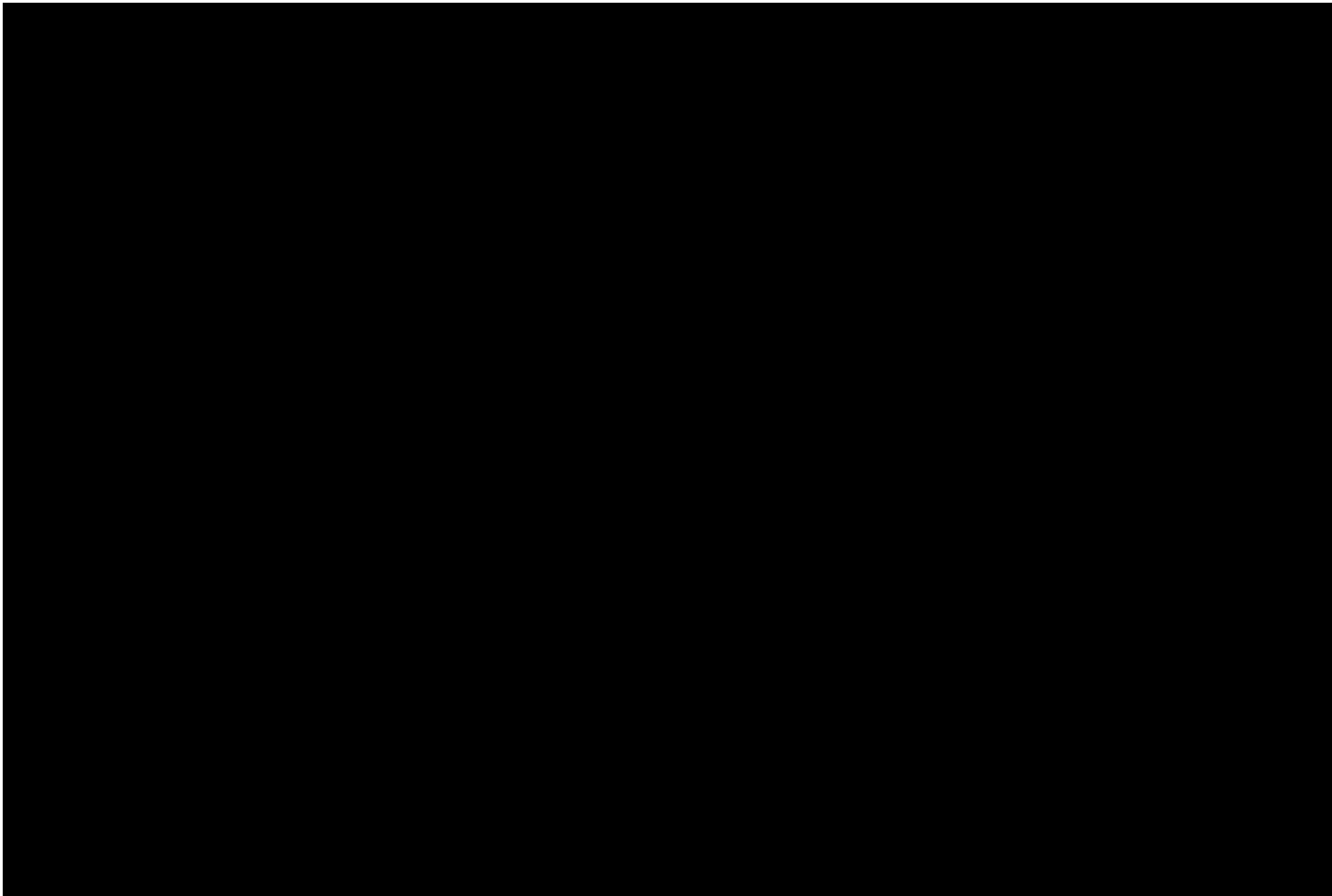
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**LETTER OF UNDERSTANDING 3**  
**BETWEEN**  
**MEDICINE HAT COMMUNITY HOUSING SOCIETY (MHCHS**  
**AND**  
**CUPE LOCAL 46**

**Pre-Retirement Policy**

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During the 2020 negotiations for a renewal Collective Agreement, the parties discussed the benefits and difficulties concerning the Pre-Retirement Policy for both Employees and the Employer. The Employer agrees to consider requests from Employees for Pre-Retirement Arrangements on a case by case basis, the scope and terms of which must be agreed to between the Employee, the Society and the Union prior to initiating any arrangement.



**LETTER OF UNDERSTANDING 4**  
**BETWEEN**  
**MEDICINE HAT COMMUNITY HOUSING SOCIETY (MHCHS)**  
**AND**  
**CUPE LOCAL 46**

**Grandfathering Article 34**

The following individuals will be Grandfathered under the previous entitlement in Article 34, until they are no longer employed by the Society:

J. Mauricio Orellana	February 22-05	Grandfathered at 43 weeks
Reynaldo Mejia	April 17-07	Grandfathered at 40 weeks
Roxanne Criembardis	August 27-08	Grandfathered at 37 weeks
Alexandra Learned	May 5-08	Grandfathered at 37 weeks
Yvette Healy	May 20-09	Grandfathered at 34 weeks
Thomas Hawes	June 18-12	Grandfathered at 25 weeks
Tammy Hoffman	October 1-12	Grandfathered at 25 weeks
Karen Evans	October 15-12	Grandfathered at 25 weeks

