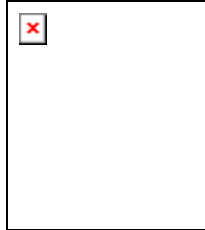


COLLECTIVE AGREEMENT

BETWEEN



**THE MEDICINE HAT COMMUNITY
HOUSING SOCIETY**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES



January 1, 2007 – December 31, 2009

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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
- Administration Supervisor
- Homeless and Community Housing Coordinator
- Positions commonly referred to as Outreach Program Workers, which are created for the purpose of providing social services to clients.

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, 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.

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 in the month following, accompanied by a duplicate list of the names of all Employees from whose wages the deductions have been made.

ARTICLE 3: TERM OF AGREEMENT

- (a) This Agreement shall be in full force and effect as of the 1st day of January, 2007 and shall continue in full force and effect until the 31st day of December, 2009 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 completed the probationary period and has been recommended by the Board of Directors for continued employment.

(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 six (6) months.

(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) 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.

(b) 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 Chief Administrative Officer.

Grievances not submitted within fifteen (15) working days of the action giving rise to the grievance, or within fifteen (15) working days of the time that the action should reasonably have been known to the grievor, shall not be considered.

(c) 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.

(d) 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 fifteen (15) 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.

(e) 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 the Chief Administrative Officer. The Chief Administrative Officer shall arrange a meeting with the Union to be held within five (5) working days to consider the grievance. The Chief Administrative Officer’s decision shall be communicated to the Union in writing within five (5) 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 five (5) 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 five (5) 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 twenty (20) working days after receipt of the Step 2 response), to a single arbitrator to be established as follows:

- (i) The Society’s Board of Directors 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 and shall be handed down as expeditiously as possible.
- (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 Board of Arbitration shall be final and binding and enforceable on all parties but in no event shall the Board of Arbitration 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 Union's officials who have functions under this Agreement and stating their functions. For the purpose of grievances and negotiations no more than two Employee representatives, one from the maintenance staff and one from the administrative staff, will represent the Union.
- (b) The Union shall have the right to have the assistance of a CUPE National Representative and/or designate 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 pay or loss of 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 or preparatory 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 five (5) days, as may be appropriate.

ARTICLE 8: LABOUR / MANAGEMENT MEETINGS

A Labour Management Committee shall consist of one Employee from each of the Maintenance and Administration departments, the Chief Administrative Officer and at least one member of the Society's Board of Directors. Meetings of the Committee shall be held at least once each quarter 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 the Employee's regular rate for the time spent at the meeting.

Either party may call for the attendance of the CUPE National Representative at a meeting of the Committee.

ARTICLE 9: NON DISCRIMINATION

The Society, the Union, and the Employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender, sexual orientation, marital status and/or disability.

ARTICLE 10: SEXUAL HARASSMENT

The Society, the Union, and the Employees agree to abide by the Society's policy concerning Sexual Harassment. The Society will consult with the Union prior to making any changes to the Sexual Harassment Policy.

ARTICLE 11: SENIORITY

- (a) Seniority is defined as length of service in the Bargaining Unit and shall include service with the Society or any of the Housing Agencies former entities prior to certification or recognition of the Union.
- (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 the first fifteen weeks of Adoption or Maternity 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 Administration Office and Maintenance Shop in January of each year.
- (h) An Employee shall not lose seniority if they are absent from work because of sickness, disability, occupational accident, layoff or leave of absence approved by the Society. An Employee shall only lose Seniority in the event that the Employee:
 - 1. is discharged for just cause and is not reinstated.
 - 2. resigns in writing, or otherwise terminates his service by voluntary act.
 - 3. is not re-employed within twelve (12) months of the date of layoff.
 - 4. fails to return to work within ten (10) working days after receiving notice of Recall by registered mail to their last address of record, unless due to sickness or other just cause approved by the Society.
 - 5. fails to return to work upon expiration of leave of absence.

ARTICLE 12: PROMOTIONS & VACANCIES

- (a) If a vacancy occurs or a new position covered by this bargaining unit is created by the Society, the Society will endeavour to post and fill such vacancy or new position within thirty (30) calendar days except that should the Society decide to withhold or postpone the posting and filling of such jobs, the Union shall be notified in writing and given the reasons. Positions shall be bulletined for five (5) days in the Administrative and Maintenance offices. 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 subject to prior notification to the Union.

(b) Applications from Employees for a posted vacancy shall be considered in the following order:

- (i) applications from Permanent Employees,
- (ii) applications from Temporary Employees.

Selection among two or more Employees shall be determined on the basis of seniority, provided that the Employees have the required skills, training, knowledge and ability to perform the work satisfactorily.

- (c) Employees promoted or working on a relief, or temporary basis shall be paid one step lower on the salary grid in the higher classification. Employees shall progress through the grid based on their anniversary date.
- (d) Information in postings shall contain the following information: a summary of the duties and responsibilities required, qualifications, hours of work, pay range.
- (e) After the appointment, the Secretary of the Union shall be notified of the successful applications name and where applicable, the previous position vacated.
- (f) Recognizing the principal of promotion within the service of the Society, the Society agrees to provide job related line of progression training for Employees.

ARTICLE 13: HOURS OF WORK

- (a) The normal full-time hours of work for the Maintenance Department, including Maintenance-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 mid point of the day.
- (b) The normal full-time hours of work for office Administration, 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 mid point of the day.
- (c) 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.
- (d) 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.
- (e) There shall be no split shifts except by mutual agreement of the Employer with the Employee and the Union.
- (f) 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.

ARTICLE 14: OVERTIME, CALLOUT & STANDBY

Overtime

- (a) All overtime must be approved by the Chief Administrative Officer.
- (b) Employees shall be paid overtime at the rate of one and one-half ($1\frac{1}{2}$ x) times their regular hourly rate of pay for all hours worked in excess of:
 - (i) eight (8) hours per day and forty (40) hours per week for all Employees in the Maintenance Department, and
 - (ii) seven and one-half (7.5) hours per day and thirty seven and one-half (37.5) hours per week for all Employees in office Administration.
- (c) Employees shall be offered the alternative of accepting straight time off in lieu of overtime pay, to be taken at a time mutually convenient for the Employee and the Society.
- (d) Employees shall be allowed to accumulate overtime at the applicable overtime rate to a maximum accumulation of twenty-four (24) hours at any given time.

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 ($1\frac{1}{2}$ x) times their regular hourly rate of pay. These hours must be reported the next business day to the Chief Administrative Officer.

Standby

- (a) Employees who are required to be on standby on a scheduled basis shall be paid two hundred dollars (\$200.00) per week, or if part weeks are involved, the Employee shall be paid in accordance with the provisions of (b) below.
- (b) 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): \$20.00/day.
 - (ii) Employees on standby Saturdays, Sundays and paid holidays: \$33.00/day.Once notice is given, the requirement to be on standby shall not be cancelled.
- (c) When an Employee on standby is called out to perform work the call out provision shall apply for the time worked.

ARTICLE 15: 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) When reducing staff, the Society shall layoff the most junior Employee in the affected department provided that the remaining Employees have the skills, knowledge, training and ability to satisfactorily perform the available work.

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, she 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 16: SENIOR POSITION

- (a) All Employees shall be classified and will not receive a lower rate of pay than their classification calls for.
- (b) Temporary assignments of Employees to positions of a higher paid classification will be assigned by supervisor only when approved by the Chief Administrative Officer.

- (c) Where an Employee, under the authority of the Chief Administrative Officer, temporarily performs a majority of the duties of a higher classification for a period of three (3) days or more, such Employee shall be paid in the established salary range for the entire period worked in that classification.

ARTICLE 17: PAY DAYS

Employees shall be paid monthly two working days prior to the last day of the month.

ARTICLE 18: SALARIES & HOURLY PAY

- (a) Employees shall be paid in accordance with the salaries and Classifications listed in Appendix “A”.
- (b) The Employer shall provide the Union with a current job description for each classification and an updated copy at any time when a change to the job occurs, once approved by the Board of Directors.
- (c) 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. However, if an Employee is hired at a higher step, any other Employee in that classification with the full qualification for the position at a lower step shall immediately move to the higher step.

ARTICLE 19: PAY QUERIES

Any Employee being of the opinion that the Employee has been incorrectly paid in respect to hours worked, rate of pay, holiday pay, etc., must submit the Employee’s query to the Chief Administrative Officer within thirty (30) calendar days of her receipt of the pay cheque covering the error. No queries will be entertained or investigated following the expiration of said thirty (30) days.

ARTICLE 20: VEHICLE ALLOWANCE

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

- (a) forty-five cents (\$.45) per kilometer for all kilometers driven while on Society business, and presented for 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 parking expense receipts, members of the Society’s Office Staff shall receive a parking allowance of two hundred and fifty dollars (\$250.00) per calendar year, to be paid in monthly installments of \$20.83 per month on the Employee’s monthly pay cheque.

ARTICLE 21: SALARY ANNIVERSARY DATES

- (a) Anniversary dates for individual Employees shall be established at their date of hire in their current classification or as adjusted for periods of layoff or leave of absence in excess of thirty (30) calendar days.
- (b) After each twelve (12) month period of cumulative service since the current date of hire, an Employee shall progress to the next level of their classification on the salary grid.

ARTICLE 22: 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 23: 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 her 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 24: R.R.S.P PLAN

- (a) The Society agrees that all permanent full time and permanent part time Employees shall be enrolled in the Standard Life Assurance Company of Canada – Policy #RS102215-S0331 Contract. 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 25: TOOL ALLOWANCE

- (a) The Maintenance Supervisor and the Maintenance-Specific shall be paid two hundred dollars (\$200.00) annually, payable January 31st, for the purchase and replacement of basic required hand tools.
- (b) The Maintenance-General Employees shall each be paid one hundred and seventy-five dollars (\$175.00) annually, payable January 31st, for the purchase and replacement of basic required hand tools.

ARTICLE 26: 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 maintenance Employees and nine hundred (900) hours for administrative 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 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 Chief Administrative Officer 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 Chief Administrative Officer an Employee may use up to five (5) days of their sick leave in a calendar year to attend the needs of a sick dependant 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 MHCHS to support modified work programs for Employees who are sick, injured or disabled. Therefore, the parties agree as follows:

MHCHS 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 27: 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 or which she was paid before such injury for the month prior to the injury, provided that she assigns to the Society and causes to be paid, and the Society receives all payments in lieu of wages received by her 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 28: MEDICAL COVERAGE

The Society agrees to maintain a Group Health and Insurance plan, subject to the terms and conditions set out in the 'Desjardins Financial' Policy #644045 – Y847. 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 follows:

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

ARTICLE 29: 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) An Employee is not entitled to general holiday pay if the Employee:

- (i) is a Part-time or Relief Employee who is not regularly scheduled to work on the day on which the holiday occurs,
- (ii) has worked for less than thirty (30) days during the preceding twelve (12) months,
- (iii) does not work on a general holiday when he is required or scheduled to do so, or
- (iv) is absent from his employment without the consent of his Society on the Employee's last regular working day preceding, or the Employee's first regular working day following, a general holiday.

(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 her regular classification immediately prior to a statutory holiday will be paid at the higher classification rate for the purposes of statutory holiday pay providing she has 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, if entitled to general holiday pay, they will also receive their regular daily pay for the paid holiday.

ARTICLE 30: VACATION

- (a) All Employees shall receive annual vacations with pay as follows:
 - (i) After completion of one (1) year of continuous employment to their fifth (5th) anniversary date the Employee shall earn fifteen (15) vacation days per year.
 - (ii) From their fifth (5th) anniversary date to their tenth (10th) anniversary date the Employee shall earn twenty (20) vacation days per year.
 - (iii) From their tenth (10th) anniversary date the Employee shall earn 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.
 - (v) Relief and Seasonal Employees will be paid four percent (4%) of wages at each pay period.
- (b) 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).

ARTICLE 31: COMPASSIONATE 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 co-habiting 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.

ARTICLE 32: JURY DUTY

It is agreed that where an Employee is subpoenaed as a witness in a case which the Employee is not personally involved 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 33: 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 34: 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 35: SEVERANCE PAY

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:

Full Years of Continuous Employment

Weeks of Salary Paid

	Employment Standards
1 year to under 5 years	Code requirements
5	19
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13 or more	43

ARTICLE 36: PLURAL OR MASCULINE TERMS

Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto require.

N 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 30TH day of April, 2007.

SIGNED ON BEHALF OF THE MEDICINE HAT COMMUNITY HOUSING SOCIETY	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 46
..... On behalf of the Board of Director President
..... On behalf of the Board of Director Negotiating Committee Member
 Negotiating Committee Member

APPENDIX A-1 SALARY GRID
 (Effective 2007 January 1)

CLASSIFICATION	START RATE	LEVEL ONE	LEVEL TWO	LEVEL THREE	LEVEL FOUR
Financial Administrator	\$18.19	\$19.10	\$20.05	\$21.06	\$22.11
Administrative Support	\$13.34	\$14.14	\$14.99	\$15.89	\$16.84
Maintenance Supervisor	\$19.06	\$20.20	\$21.41	\$22.70	\$24.06
Maintenance – Specific	\$15.36	\$16.28	\$17.26	\$18.30	\$19.39
Maintenance – General	\$13.29	\$14.09	\$14.93	\$15.83	\$16.78
Maintenance – Support	\$11.73	\$12.43	\$13.18	\$13.97	\$14.81

APPENDIX A-1 SALARY GRID
 (Effective 2008 January 1)
 Reflecting a 4% Increase

CLASSIFICATION	START RATE	LEVEL ONE	LEVEL TWO	LEVEL THREE	LEVEL FOUR
Financial Administrator	\$18.92	\$19.86	\$20.86	\$21.90	\$22.99
Administrative Support	\$13.88	\$14.71	\$15.59	\$16.53	\$17.52
Maintenance Supervisor	\$19.82	\$21.01	\$22.27	\$23.60	\$25.02
Maintenance – Specific	\$15.98	\$16.94	\$17.95	\$19.03	\$20.17
Maintenance – General	\$13.82	\$14.65	\$15.53	\$16.46	\$17.45
Maintenance – Support	\$12.20	\$12.93	\$13.70	\$14.53	\$15.40

APPENDIX A-3 SALARY GRID
 (Effective 2009 January 1)
 Reflecting a 4% Increase

CLASSIFICATION	START RATE	LEVEL ONE	LEVEL TWO	LEVEL THREE	LEVEL FOUR
Financial Administrator	\$19.67	\$20.66	\$21.69	\$22.77	\$23.71
Administrative Support	\$14.43	\$15.30	\$16.22	\$17.19	\$18.22
Maintenance Supervisor	\$20.61	\$21.85	\$23.16	\$24.55	\$26.02
Maintenance – Specific	\$16.62	\$17.61	\$18.67	\$19.79	\$20.98
Maintenance – General	\$14.38	\$15.24	\$16.15	\$17.12	\$18.15
Maintenance – Support	\$12.68	\$13.45	\$14.25	\$15.11	\$16.01