



File:2122-36.02-3  
August 17, 2021

**TO: All PSAC Members of PSAC Local 20378**

**RE: Ratification of Tentative Agreement**

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Your Negotiating Team, consisting of Local 20378 members Tony Barrow, Steven Chen, and Tara Hiatt and PSAC Negotiator Verda Cook and Research Officer Elanor Sherlock, reached a tentative agreement on July 20, 2021.

If ratified by the membership, this last tentative agreement will become our new Collective Agreement which will expire on March 31, 2024.

The highlights of the tentative agreement are as follows:

### **ECONOMIC IMPROVEMENTS**

The agreement provides for the following economic improvements:

#### **Economic Increases**

- Effective April 1, 2020– 1.65% to all rates of pay
- Effective April 1, 2021 – 1.35% to all rates of pay
- April 1, 2022 and 2023 economic increases based on base salary increases for Corporation employees outside the bargaining unit

#### **Two levels of performance awards:**

- Exceeds Performance Premium: 5% (exceeds all expectations)
- Succeeds Performance Premium: 2.5% (meets all expectations)

#### **2020 Performance Award:**

An agreement that the Corporation will provide a performance award of three (3) % of regular wages earned between January 1, 2020 and December 31, 2020 to all regular and temporary

employees on payroll date of ratification who meet all expectations in the performance year 2020.

**MOU Continuous Work Allowance Differential:**

Agreement that the Corporation will pay any outstanding difference in the continuous work allowance caused by the April 1, 2021 economic increase, retroactive to April 1, 2021.

**10 days domestic violence leave:**

Up to ten (10) paid days of domestic violence leave for survivors of domestic violence.

**Personal Leave:**

The removal of restrictions on purposes for which leave may be taken so that all employees who have completed the probationary period are entitled to five (5) days of paid personal leave each year.

**OTHER HIGHLIGHTS**

The other major improvements to the Collective Agreement are:

**Contracting Out:**

Stronger contracting out language that provides protection for all regular employees in the bargaining unit (versus current language that protects only employees on staff on the date of ratification).

**Casual Employees:**

Casuals are now included in the bargaining unit however they may only be used to provide relief work for special events or to cover short-term staffing shortages and casual employment shall not result in the loss of employment or reduction of regular hours of work of regular employees.

**Vacation Leave:**

Reduction in the number of days of work required in a month in order to earn vacation credits from ten (10) to one (1) day.

**Bereavement Leave:**

The option to take a fifth (5<sup>th</sup>) unpaid day of bereavement leave and expansion of definition of family to include other relatives with whom the employee resides.

**Recall from Layoff:**

Employees who are laid off will retain seniority for twelve (12) months (versus six (6) months currently in the collective agreement)

**Laundering of Uniforms:**

The Corporation now has the option of either washing employee uniforms and protection clothing or providing a uniform cleaning allowance of \$15.00 per pay period for full-time employees and an allowance of \$7.50 for part-time and casual employees provided the employee worked a minimum of seven and one-half (7.5) hours during the paid period.

Your Bargaining Team comprising:

Steven Chen

Tony Barrow

Tara Hiatt


Elanor Sherlock, PSAC Research Officer

Verda Cook, PSAC Negotiator

We recommend the acceptance of this tentative agreement.

If a majority of those voting ratify this offer, then your bargaining team will sign a new collective agreement with the Canadian Mortgage and Housing Corporation.

In solidarity,



Jamey Mills

Regional Executive Vice-President – B.C.

c.c. National Board of Directors  
Patrick Bragg, Regional Political Action and Communication Officer  
Directors' Team  
Negotiations Section  
Essential Services & Exclusions  
Patricia Harewood, A/Director, Representation and Legal Services Branch  
Luc Guevremont, Regional Coordinator  
Janelle Ho-Shing, Regional Representative  
Reine Zamat, Supervisor, Membership Administration  
Megan Whitworth, Administrative Assistant, Membership Administration  
Dale Robinson, Strike Mobilization Project Officer  
Connor Spencer, Strike Mobilization Project Officer  
Kelly Greig, Member Information Advisor  
Louise Casselman, Social Justice Fund Officer  
Laura Avalos, Social Justice Fund Advisor  
Connor Spencer, Strike Mobilization Project Officer

Housekeeping items:

1. Gender neutrality throughout the collective agreement.
2. Amend reference to Granville Island “Office” to read Granville Island “Operations” throughout collective agreement.
3. Delete bolding of amendments made in 2017 throughout the Agreement.
4. Consistency in reference to hours of work and overtime: daily (7.5), weekly (37.5), time and one half (1.5), double time (2x).
5. Delete Article 25 Severance.
6. Change the use of “Contract” employee to “Temporary” employee.
7. Updating of the inflation rates in Appendix D.

## ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Corporation, the employees of the Granville Island **Operation Office** and the Alliance, **and to set forth certain terms and conditions of employment for all employees covered by this Agreement.** ~~certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.~~

## ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS

2.01

(g) “Employee Status”

“Regular Full-Time Employee” is a permanent employee who ~~works full-time hours in accordance with his/her classification~~ **is regularly scheduled to work thirty-seven and one half (37.5) hours a week, unless an employee is participating in an Alternate Work Schedule as provided in Article 19:11.**

“Regular Part-Time Employee” is a permanent employee who ~~works less than full time hours~~ **is regularly scheduled to work less than thirty seven and one half (37.5) hours per week.**

“Temporary Employee” is an employee engaged for a specific consecutive period and specific purpose, ~~such as~~ **including but not restricted to** replacement of employees temporarily on leave (with or without pay), work of a seasonal nature and peak workload periods, whose hours of work may be either full- or part-time. Prior to engaging temporary employees, the Local ~~Union~~ **President** shall be informed in writing, of the period of time and purpose for which each temporary employee is to be engaged.

Temporary employees will be excluded from participation in the CMHC Employee Benefits Plan, as described in Article 26, until they have completed twelve months of consecutive service, at which time they must participate in the life, supplementary health insurance benefits and the dental plan.

Temporary employees hired by the Corporation to perform bargaining unit work will be subject to the provisions of this Collective Agreement ~~on~~ **on** the first day of work.

**Note: Reference to Contract employees in any applicable Corporate Directives shall mean Temporary employees as defined herein.**

**Summer Student—** is a student hired for the Summer period (from the Victoria Day Weekend to the Labour Day Weekend) to fill the position(s) of Traffic Assistant(s), Office Assistant(s) and/or Ambassadors. That period of employment may be extended by mutual agreement of the parties.

Summer students shall receive a rate of pay of \$15.90/hour effective date of ratification of this agreement. On April 1 of each year this rate of pay will be increased by the same percentage of base salary adjustment within Appendix C.

The Corporation may hire up to four (4) students for the summer period.

Summer Students shall be subject to provisions of the Agreement but shall not be eligible for:

- vacation, sick, injury-on-duty and special leaves (including court leave and parental leave);
- pension and group insurance benefits; and
- performance awards.

**2.01 (p)** ~~"regular full-time" means an employee who works 37 ½ hours in the work week— as outlined in this Agreement.~~

## ARTICLE 4 - PART-TIME EMPLOYEES

4.01 ~~A "regular part-time employee" means a person who works less than thirty-seven and one-half (37 ½) hours per week. This Article applies to part-time employees as defined Article 2.01(g).~~

4.06 ~~A part-time employee shall not be paid for designated holidays (Article 13) but shall instead be paid a premium of four and one quarter percent (4 ¼%) for all straight-time hours worked during the period of part-time employment. This premium will be paid out biweekly.~~

4.08 ~~A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of employment established in the vacation leave entitlement clause (Article 12), prorated and calculated as follows:~~

- ~~a) when the entitlement is one and one-quarter (1 ¼) days a month, one-quarter (¼) of the hours in the employee's work week per month;~~
- ~~b) when the entitlement is one and two-thirds (1 ⅔) days a month, one-third (1/3) of the hours in the employee's work week per month;~~
- ~~c) when the entitlement is two and one-twelfth (2 1/12) days a month, five-twelfths (5/12) of the hours in the employee's work week per month;~~
- ~~d) when the entitlement is two and one-half (2 1/2) days a month, one-half of the hours (1/2) in the employee's work week per month.~~

4.11 ~~Notwithstanding the provisions of Article 25 (Severance Pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate classification and level to produce the severance pay benefit.~~

## ARTICLE 7 - EMPLOYEE REPRESENTATIVES AND BARGAINING COMMITTEES

7.02 **The Local President shall notify the Corporation in writing of the names of its representatives appointed pursuant to clause 7.01.**

## ARTICLE 12 - VACATION LEAVE

12.02 Annual vacation credits for regular employees are advanced on January 1st of each year and prorated based on an employee's anniversary date. **Regular full-time employees** earn credits for each calendar month of Corporation service in which pay is received for at least ~~ten (10)~~ **one (1) working days. In the case of regular part-time employees, the one (1) working day is pro-rated on the basis of annual hours worked.** For the purpose of this provision, benefits paid to employees who are on leave, including income protection benefits paid under the Short-Term Disability Leave policy, do not constitute pay received.

### Vacation Allocation

CMHC provides paid vacation time in accordance with the following schedule, based on the employee's years of employment and type of employment at CMHC (i.e. regular or ~~contract~~ **temporary**).

A regular employee with more than one period of employment (e.g. regular and ~~contract~~ **temporary** service) with CMHC will have all such periods combined for calculating total years of service for the purpose of determining vacation leave.

In the calendar year in which a regular employee reaches a new vacation allocation threshold, additional days of vacation are granted and prorated to the end of the calendar year based on the employee's anniversary date as per the table below for regular full time and regular part-time employees.

Note: CMHC recognizes prior years of service of former members of the Canadian Forces for the purpose of calculating an employee's vacation allocation. The recognition of prior years of service is based on the eligibility requirements detailed by the Treasury Board Secretariat. It is incumbent upon the employee to provide evidence of their prior years of service with the Canadian Forces; any adjustments made to an employee's vacation allocation will be processed on a go-forward basis.

Vacation Leave Allocation			
Employment Category	Years of Service	Annual Vacation Allotment	Monthly Vacation Allotment (Accrual Rate)
Regular Full-Time Employees	Less than 5	15 days	1 ¼ days each month
	5 up to 9	20 days	1 2/3 days each month
	10 up to 19	25 days	2 1/12 days each month
	20 or more	30 days	2 ½ days each month



<del>Contract</del> <b>Temporary</b> Full-Time Employees			1 ¼ days each month
Part-Time Employees (Regular and <b>Contract Temporary</b> ) and Employees on Pre-Retirement Transition Leave (PRTL)	<p><del>For the purpose of calculating the vacation allotment of part-time employees, a part-time employee, including an employee on PRTL is defined as an employee whose normal scheduled hours of work are less than thirty seven and a half (37 1/2) hours per week</del></p> <p><b>Full-time annual vacation credits are pro-rated and calculated on traditional work hours (1950 hours per year).</b>  <b>Example: An employee who is eligible for the full-time equivalent of twenty (20) days of vacation and who works a reduced work schedule of 60% (3 days out of 5) will be eligible to receive twelve (12) days of annual vacation credit, i.e., twenty (20) days x 60% = twelve (12) days of annual vacation credits or one (1) day of vacation credits per month.</b></p>		
Casual Employees	Less than <del>6</del> <b>5</b> years of employment		Four per cent (4%) of wages earned in the entitlement year
	<b>5 up to 9</b> <del>6 or more</del> consecutive years of employment		Six per cent (6%) of wages earned in the entitlement year
	<b>10 or more consecutive years of employment</b>		<b>Eight percent (8%) of wages earned in the entitlement year</b>
<p>For the purpose of calculating the vacation pay of casual employees, the following guidelines apply:</p> <p>Wages means the total regular and overtime earnings earned during the vacation leave allotment year (i.e. January 1<sup>st</sup> to December 31<sup>st</sup>).</p> <p>Years of employment means continuous employment with no break in service with CMHC.</p>			

12.03 Subject to operational requirements, vacation leave will be granted during the leave year or up to ~~April 30~~ **December 31** of the following year. If an employee, because of work requirements, or other special circumstances, has not been granted all of their vacation leave entitlement by ~~April 30~~ **December 31** of the following year, the Corporation will, ~~upon written request by the employee,~~ authorize the carryover of the unused portion of the leave to a maximum of one (1) calendar year. ~~An employee will not be allowed to take vacation leave during their probationary period.~~

12.07 Where, in respect of any period of vacation leave with pay, an employee is granted sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be taken as an extension to the vacation period if requested by the employee

and approved by the manager, or reinstated for use at a later date within the vacation leave year or later in accordance with 12.03.

12.08 Part time employees whose normal week is less than 30 hours per week shall have the option to receive compensation in lieu of earned vacation leave credits. Compensation in lieu shall be paid out twice annually at the rate of pay at which the credits were earned.

**12.0X Students shall receive vacation pay of 4% of gross earnings during their first summer period of employment and 6% of gross earnings during their second and subsequent periods of summer employment.**

### ARTICLE 13 – DESIGNATED PAID HOLIDAYS

13.01 The following days shall be designated by the Corporation as paid holidays for employees under this Agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1st Monday in August)	<b>National Day for Truth and Reconciliation</b>

One (1) floater days to be scheduled by mutual agreement.

**13.06 Holiday pay will be calculated as follows: 1/20 of the wages earned based on the regular rate of pay in the four-week period immediately preceding the week in which the designated paid holiday occurs.**

**13.07 The provisions of Article 19.08 shall be used for the purposes of determining whether work has been performed on a designated paid holiday.**

### ARTICLE 15 - INJURY-ON-DUTY LEAVE

15.01 Employees under this Agreement are covered by the provisions of the Government ~~Employee's~~ **Employees Compensation Act (GECA)** and are entitled to benefits in accordance with that Act as applicable to other employees of the Corporation. **The Government Employees Compensation Act provides compensation to federal government employees who are injured while on the job or become ill because**

**of their work.** Where injury-on-duty leave is granted, an employee shall receive their normal rate of pay for the period approved.

**15.02 Employees who have sustained a disabling injury at work and are unable to return that day due to the injury shall be paid for the entire shift.**

## ARTICLE 16 – SPECIAL LEAVE

### 16.01 Bereavement Leave

- (a) The Corporation will grant special leave of up to ~~four (4)~~ **five (5)** working days (**four (4) of those working days shall be with pay**) on each occasion that an employee is legitimately absent from work due to death in the immediate family.

In addition, the employee may be granted up to three (3) working days with pay to cover travel time related to the death.

- (b) For the purpose of this clause, immediate family is defined as father, mother, step-parent, foster- parent, brother, sister, spouse (including common-law spouse resident with the employee), ~~dependent~~ children (including children of legal or common-law spouse, ~~child~~, step-child or ward of the employee), father or mother of the employee's spouse, grandchildren, grandparents, or other relative living with the employee **or with whom the employee resides**. It is recognized by the parties that situations which call for leave may be based on other individual circumstances.

### 16.01 Leave with Pay for Family-Related Responsibilities

- ~~(a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), or a dependent (s) for which the employee is the legal guardian, parents (including step-parents or foster parents), grandparents, or other relative permanently residing in the employee's household or with whom the employee permanently resides. It is recognized by the parties that situations which call for leave may be based on other individual circumstances.~~

- ~~(b) The Corporation shall grant leave with pay under the following circumstances:~~

- ~~(i) up to one-half (1/2) day for a medical or dental appointment when the dependent **and/or** family member **as defined in (a) above** is incapable of attending the appointments by themselves, or for appointments with appropriate authorities in schools or adoption agencies.~~

~~An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;~~

- ~~(ii) up to three (3) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;~~
- ~~(iii) for an employee who is not on leave without pay, two (2) days leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.~~

- ~~(c) The total leave with pay which may be granted under sub-clause b)i), ii) and iii) shall not exceed five (5) days in a calendar year.~~

## **16.02 Personal Leave**

**The Corporation shall grant up to five (5) days of paid personal leave in every calendar year. Paid personal leave shall be prorated for partial years of service. Employees who have not completed the probationary period will not be entitled to pay for such leave.**

**Paid personal leave may be taken in full or one half (1/2) day increments.**

**Employee requesting paid personal leave must notify their manager at least 48 hours prior to such leave where possible.**

## **16.0X Legislative Leaves**

**The CMHC Corporate Directives with respect to Compassionate Care ~~Policy~~ Leave, child Death or Disappearance Leave, Family Caregiver Leave (Children), Family Caregiver Leave (Adults), Reservist Leave and Traditional Aboriginal Practices Leave, as amended from time to time and in effect for employees of the Corporation generally will apply to members of the bargaining unit.**

## **16.04 Family Violence Leave**

**The Employer recognizes that employees sometime face situations of violence or abuse in life that may affect their attendance and performance of work.**

**Workers experiencing domestic violence will be able to access up to 10 days of paid leave. for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive days or single days or half days**

**provided that the Employer is provided with a minimum of 24 hours' notice, where possible.**

## **ARTICLE 18 - PARENTAL LEAVE**

18.01 ~~A regular employee who has completed six (6) consecutive months of employment with the Corporation and who has successfully completed the probationary period, and, a temporary employee who has completed six (6) months of continuous CMHC service is~~ **Employees are** entitled to parental leave (~~maternity pregnancy/adoption leave and leave for child care responsibilities~~) without pay.

18.02 Such leave shall be approved on the following conditions:

- (a) application for leave must be made in writing indicating the intended length of leave to be taken;
- (b) An employee who has not commenced ~~maternity~~ pregnancy leave without pay may elect to:

use earned vacation and compensatory leave credits up to and beyond the date that their pregnancy terminates;

use their Short Term Disability credits up to but not beyond the date that their pregnancy terminates, subject to the provisions set out in Article 14. For purposes of this clause, illness or injury as defined in Article 14 shall include medical disability related to pregnancy.

18.03 Parental leave will be granted as follows:

- (a) for ~~maternity~~ pregnancy, the employee will be granted a leave of absence of up to seventeen (17) weeks. For ~~maternity~~ pregnancy, leave may commence not earlier than ~~eleven (11) weeks~~ **thirteen (13) weeks** prior to the expected date of birth and end not later than seventeen (17) weeks following the actual day of birth; and
- (b) for adoption/child care responsibilities, an employee will be granted a leave of absence of up to ~~thirty five (35) weeks~~ **sixty three (63) weeks** commencing, as the employee elects:
  - i. on the expiration of a leave of absence taken as in a) above for ~~maternity~~ pregnancy purposes; the employee will be granted a leave of absence of up to ~~thirty five (35) weeks~~ **sixty three (63) weeks** commencing as the employee elects or
- (c) in the case of an employee who is not the birth parent:

- i. on the expiration of a leave of absence granted to the mother for pregnancy leave; or
  - ii. on the day the child is born or comes into the actual care and custody of the spouse.
- 18.04 ~~The aggregate amount of leave of absence that may be taken by two Corporation employees for adoption/child care responsibilities will not exceed thirty-five (35) weeks.~~ **The aggregate that may be taken by one employee for pregnancy and parental leave shall not exceed seventy-eight (78) weeks; and the aggregate amount of parental leave that may be taken by two Corporation employees shall not exceed seventy one (71) weeks.**
- 18.05 An employee is to give at least four (4) weeks' notice in writing of any change in the length of leave intended to be taken.
- (a) the application must be submitted at least four (4) weeks before the desired date of the commencement of leave;
  - (b) the application must be accompanied by:
  - (c) for maternity pregnancy - a medical certificate confirming:
    - i. pregnancy;
    - ii. the expected date of birth; and
    - iii. the ability of the employee to continue work until the desired date of the commencement of leave;
  - (d) for adoption - a certificate from the social agency through which the adoption is being arranged confirming the date of arrival of the child.
- 18.06 An employee returning from parental leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the salary and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or a renewal of the Collective Agreement, the employee is entitled upon return from leave to receive the same salary and benefits that the employee would have received had they been working when the reorganization and/or renewal of the collective agreement took place. An employee on leave will be notified in writing if such a change occurred.
- 18.07 For an employee who terminates employment immediately following parental leave, the period of absence will not be counted as service in determining a severance payment to which the employee may be entitled. However, if the employee returns to work following ~~maternity pregnancy~~/adoption/child care responsibilities leave and subsequently leaves the Corporation, the period of parental leave will be included as service in determining a severance payment to which the employee may be entitled.
- 18.08 The employee shall, along with the request for ~~maternity pregnancy~~/adoption/child care responsibilities leave without pay, notify the Corporation in writing of the options concerning the Pension and Group

Insurance Benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions.

18.09 The employee shall be entitled, on request, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on parental leave and for which the employee is qualified.

- 18.10 A) i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a time period equivalent to the Supplementary Benefits and who provides the Corporation with proof that they have applied for and is eligible to receive Employment Insurance benefits pursuant to Section 30, Employment Insurance Act, shall be paid a ~~maternity~~ **pregnancy**/adoption leave allowance in accordance with the Supplementary Employment Benefit Plan.
- ii) An applicant under clause 18.10 A) i) shall sign an agreement with the Corporation providing:
- a) that the employee will return to work and work for a time period equivalent to the Supplementary Employment Benefits (6) months less any period in respect of which they are granted leave with pay;
- b) that the employee will return to work on the date of the expiry of their parental leave, unless this date is modified with the Corporation's consent.
- iii) Should the employee fail to return to work as per the provisions of clause 18.10A) ii) a) and b) for reasons other than death or lay-off, the employee recognizes that they are indebted to the Corporation for the full amount received as maternity/parental leave allowance.
- B) In respect of the period of ~~maternity~~ **pregnancy** adoption or child care responsibilities leave, ~~maternity~~ **pregnancy**/parental leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- i) where a regular or temporary employee is subject to a waiting period of one (1) week before receiving Employment Insurance benefits, an allowance of ninety-three percent (93%) of their weekly rate of pay for each week of the one-week waiting period less any other monies earned during the period; and/or
- ii) for a regular employee only, up to a maximum of sixteen (16) weeks, payment equivalent to the difference between the EI maternity benefits the employee is eligible to receive and ninety-three (93%) of their weekly rate of pay less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period; and

- iii) for a regular employee only, up to a maximum of thirty-five (35) weeks, payment equivalent to the difference between the EI parental benefits the employee is eligible to receive and ninety-three (93%) of their weekly rate of pay less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period:
- iv) the weekly wage referred to in clause 18.10 B) i), ii) and iii) above shall be the employee's rate of pay set out in Appendix "C" multiplied by the normal weekly hours of work prescribed for that employee;
- v) where an employee becomes eligible for an annual increment during the period of ~~maternity~~ **pregnancy**/adoption/child care responsibilities leave, payments under clause 18.10 B) i), ii) and iii) shall be adjusted accordingly.

## ARTICLE 19 - HOURS OF WORK

### Alternate Work Schedule

**19.11 (1) The Corporation will permit regular full-time employees to complete their weekly hours of employment in a period other than five (5) full days provided that over a period of two weeks employees work an average of thirty-seven and one-half (37.5) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.**

**Should an employee be called back to work on any of their days of rest Article 20 - Overtime, and Article 21 - Call-Back Pay will apply.**

**Employees whose job duties are functionally integrated or interdependent shall be required to work a nine day fortnight except where the parties agree to some other schedule and arrangement. Alternative days off will be taken contiguous with regular days off subject to operational requirements or by mutual agreement otherwise by the employee and manager.**

**The alternate work schedule shall not result in any additional expenditure, nor shall services be diminished.**

**An employee shall not lose their shift premium by reason only of working on an alternate work schedule.**

**(2) The following shall apply:**

**a. Where the Agreement refers to a "day", it shall be converted to seven decimal five (7.5) hours.**



- b.** Effective the date an employee commences a modified work schedule, the accrued leave credits shall be converted from days to hours.

A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate.

Effective to date on which an employee who discontinues a modified work schedule, the accrued vacation, sick leave and lieu day credits shall be converted from hours to days.

- c.** When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

All leave provisions which specify days in the Agreement shall be converted to hours as follows:

- |                                      |   |
|--------------------------------------|---|
| a) one and one quarter days (1-1/4)  | nine decimal three seven five hours (9.375) |
| b) one and two thirds days (1-2/3)   | twelve decimal five zero hours (12.50)      |
| c) two and one twelfth days (2-1/12) | fifteen decimal six two five hours (15.625) |
| d) two and one half days (1/2)       | eighteen decimal seven five (18.75)         |

## ARTICLE 20 – OVERTIME

20.02 When overtime is required it shall be equitably distributed to the employees who normally perform the work and who are readily available. An employee shall be compensated at **the following rates for authorized overtime:**

- (a) time and one-half (~~1-1/2x~~) **(1.5)** for the first two hours in excess of **seven and one-half (7.5) hours** of work in a day and double (~~2x~~) time (2) thereafter;
- (b) for all hours worked in excess of seven and one-half (7-1/2) on the first (1st) day of rest and double (2x) thereafter; and
- (c) Double (2x) for all hours worked on the second (2nd) day of rest provided the employee has worked the first (1st) day of rest.

## ARTICLE 26 – EMPLOYEE BENEFITS

26.02 The employees under this Agreement are eligible for the Learning and Development Policy **Guidelines** of the Corporation **in effect and as amended from time to time** in conformity with the general application throughout the Corporation.

## ARTICLE 27 – PROMOTIONS AND/OR TRANSFERS

**27.02 (c)** Interested employees shall submit **completed** applications (**including a copy of the employees' resume**) through the Corporation's careers page (intranet) or **if the intranet is not an option in writing to the hiring manager**, within the ten (10) day limit. Employees should be encouraged, as a courtesy, to notify their current supervisor that they have applied or will be applying for a posted vacancy.

(~~e~~ **d**) The posting shall contain the following information:

- (i) The requirements of the position to be filled and the salary for the position.
- (ii) The qualifications applicable to the position including ~~the education~~ knowledge (**which includes education and experience**), ~~abilities~~ skill, ~~experience~~ **effort and working conditions** required of the position to be filled. The Corporation may consider an applicant with relevant experience in lieu of the educational requirements where the educational qualifications are not a mandatory requirement for the position.
- (iii) Such qualifications will not be established in an arbitrary or discriminatory manner.
- (iv) A notice to the effect that the statement of qualifications and job description are available on request.

~~27.08 (b) The Corporation agrees that bargaining unit work will normally be performed by bargaining unit employees.~~

## ARTICLE 28 – SENIORITY

28.03 Seniority acquired in accordance with the above clauses shall be lost upon termination of employment but shall be restored upon re-employment by the Corporation provided the termination was due to lay-off and the re-employment took place within a period of ~~six (6) months~~. **twelve (12) months**.

## ARTICLE 29 – LAYOFF AND RECALL

- 29.08 a) ~~The Corporation shall make every reasonable effort to assess the resources of the bargaining unit before contracting out bargaining unit work. Further, no employees of the bargaining unit on staff on the date of ratification of this Agreement will lose their employment or have their hours of work reduced solely as a result of the Corporation contracting out bargaining unit work.~~
- b) ~~The Corporation agrees that bargaining unit work will normally be performed by bargaining unit employees.~~

## ARTICLE 30 – TECHNOLOGICAL CHANGE

- 30.03 In order to render effective the principle established in clause 30.02, the Corporation agrees that if an employee requires new or different skills as a result of a technological change to perform ~~their job~~ **the duties of their position**, the employee shall be provided with training. Their training shall take place during their hours of work with no loss of pay and at no additional cost to the employee.

## ARTICLE 31- SAFETY AND HEALTH

- 31.01 The Corporation shall continue to make every reasonable effort to maintain all equipment and facilities directly relating to the occupational safety and health of its employees in a good state of repair.

**The Corporation shall make reasonable provisions for the occupational safety and health of employees. The Corporation, the employees and the Union are committed to promoting a safe and healthy workplace and to reducing incidents of occupational injuries and illnesses.**

- 31.02 A Joint Occupational Health and Safety Committee shall be established as provided by ~~Part IV~~ **Part II** of the Canada Labour Code with all rights, functions, powers, privileges and obligations as defined under the Code and the Regulations.
- 31.03 Employees selected by the Corporation for First Aid and Safety Training shall be granted time off without loss of pay. The Corporation will assume the cost of training.
- 31.04 ~~Employees who have sustained a disabling injury at work and are unable to return that day due to the injury shall be paid for the entire shift.~~

## ARTICLE 32 – UNIFORMS AND PROTECTIVE CLOTHING

32.01 Where necessary, the Corporation shall provide suitable uniforms and/or protective clothing as in Appendix “D” of the Agreement ~~and shall pay for the cost of cleaning.~~ It is understood and agreed that for the safety and health of the employees, and the image of the Corporation, employees shall wear the uniforms and protective clothing provided under Appendix “D”

**32.02 At the Corporation’s election, the Corporation shall:**

- (a) pay for the cost of cleaning of uniforms and/or protective clothing; or**
- (b) provide a uniform cleaning allowance of \$15.00 per pay period for full-time employees and an allowance of \$7.50 for part-time and casual employees provided the employee worked a minimum of seven and one-half (7.5) hours during the paid period.**

32.03 Where the Corporation requires an employee to wear safety protective footwear and/or safety goggles, the Corporation will make safety goggles available at the work sit for use when needed, and will pay 100% of the cost towards the purchase of protective footwear and /or other protective clothing where, in the opinion of the Corporation, a replacement of the old protective footwear and/or protective clothing is required.

## ARTICLE 35 – GRIEVANCE PROCEDURE

35.01 An employee who feels that they have been treated unjustly or considers themselves aggrieved by any action or lack of action by the Corporation in matters dealing with their terms and conditions of employment or by the interpretation, application, administration or alleged violation of the provisions of this Agreement or an Arbitral Award, or by a disciplinary action, shall have the right to present a formal written grievance in the manner prescribed except that where the grievance is related to the interpretation or application of this collective agreement or an Arbitral Award, they are not entitled to present the grievance unless they have the approval of and are represented by the Alliance. **The Parties to and any employee bound by this Agreement shall have the right to file a grievance concerning the interpretation, application, administration or alleged violation of the terms of this Agreement.**

35.02 The time limits presented in this Article may be extended by mutual consent of the parties.

35.03 Subject to Clause 35.02, any grievance not submitted within the prescribed time limits shall be deemed to have been abandoned and may not be reopened.

35.04 The Grievance Form at Appendix "A" is to be used for the presentation of grievances, but no grievance shall be deemed to be invalid solely because it is not presented on the proper form. ~~The grievance form shall be supplied by the Corporation.~~

### **35.05 Informal Resolution**

**The parties recognize the value of informal discussion between employees and their manager and between the Alliance and the Corporation to the end that problems might be resolved without recourse to a formal grievance.**

35.06 An employee who presents a grievance at either step may, if they so desire, be assisted or represented by the Alliance

~~35.07 Where a grievance relates to the interpretation or application of this Agreement or an Arbitral Award, the Alliance may on behalf of any or all the employees in the bargaining unit present a grievance at any step in the grievance procedure.~~

### **35.07 The steps of the grievance procedure are as follows:**

Note: Pursuant to **Stage Step 1** and **Stage Step 2** below either Party may request a meeting to discuss the matter at issue and the Parties shall meet for that purpose.

#### **Step 1**

An employee may present their grievance to their manager (**or delegate**) within twenty (20) working days of the date on which they first became aware of the action or circumstances giving rise to the grievance.

A grievance presented at any step of the grievance procedure shall be set out in writing in the prescribed Form in accordance with the instructions contained on the Form in Appendix "A".

The manager shall reply to the grievance in writing within fifteen (15) working days of its presentation.

#### **Step 2**

Failing satisfactory settlement at ~~Stage Step 1~~, an employee may present his/her grievance to the Granville Island General Manager, or their delegate, within twenty (20) working days of the date on which they received or should have received a reply at **Stage Step 1**.

However, where ~~the there is no Step 1 Manager is other than~~ the Granville Island General Manager and a satisfactory settlement has not been reached such grievance **will be referred to the Manager of the General Manager for reply.** ~~may proceed directly to arbitration.~~

In order to proceed to ~~Stage~~ **Step 2**, the employees shall have the support of, and be represented by the Alliance.

The Granville Island General Manager or their delegate shall reply to the grievance in writing within twenty (20) working days of its presentation at **Step 2**.

**35.08** When the Corporation discharges an employee, the grievance procedure shall apply except that:

- (i) the grievance shall be presented **at Step 2 only** and within twenty-five (25) working days from the date of discharge.
- (ii) the time limit within which the Granville Island General Manager or their delegate is to reply is extended to twenty-five (25) working days.

### **Policy grievances**

**35.09** Either Party may present a policy grievance in respect of the interpretation or application of the Agreement.

- (a) **A policy grievance shall be presented by the Alliance directly to Step 2 of the grievance procedure to an authorized representative of the Corporation. The Corporation shall inform the Alliance of the name, title and address of this representative.**
- (b) **A policy grievance by the Corporation shall also be presented at Step 2 of the grievance procedure to an authorized representative of the Alliance. The Alliance shall inform the Corporation of the name, title and address of its representative.**

**35.10** The Corporation shall notify the union in writing of the action taken in the case of demotion, suspension, lay-off or discharge and the reason for it. Such written notice which may take the form of a duplicate copy of the notice given to the employee, shall be provided to the Union within five (5) working days of the action. In addition, the parties agree that:

- (a) where an employee is being interviewed and possible disciplinary action can arise, the employee has the right to have a shop steward of **their** choice in attendance;
- (b) where the Corporation determines that discipline will be imposed, the employee shall have the right to have a shop steward of **their** choice in attendance;
- (c) any grievance alleging improper discipline will be initiated at **Stage Step 2**

## **ARTICLE 36 – ARBITRATION PROCEDURE**

~~36.01~~ If, after having exhausted the grievance procedure, a grievance relating to the application or interpretation of the Agreement or an Arbitral Award, or a disciplinary

~~action, is not settled in a satisfactory manner, the Alliance may notify the Corporation in writing within forty-five (45) working days of the receipt of the reply at Stage 2 of its desire to submit the grievance to arbitration and the notice shall contain the name of its appointee to the Arbitration Board. The Corporation shall within ten (10) working days inform in writing the Alliance of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within fifteen (15) working days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Federal Minister of Labour upon the request of either party.~~

~~Where the parties mutually agree beforehand in writing, a single arbitrator may be substituted for the above-mentioned Arbitration Board.~~

~~36.02 The Arbitration Board shall hear the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairman governs.~~

~~36.03 The Arbitration Board shall not have the power to modify, amend, set aside, add or delete any of the provisions of this Agreement or substitute any new provisions in lieu thereof or render any decision contrary to the terms and conditions of this Agreement or increase or decrease wages, provided however that the Board may nevertheless determine:~~

- ~~(a) whether or not any employee has been improperly classified, or~~
- ~~(b) that the employee has been dismissed or suspended for other than proper cause, in which case the Board may direct the Corporation to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal or suspension.~~

~~36.04 The Corporation and the Alliance shall each pay one-half of the remuneration and expenses of the Chairman of the Board and each party shall bear its own expenses of every such arbitration.~~

~~36.05 Where a party has failed to comply with any of the terms of the decision of the Board of Arbitration, either party or employee affected by the decision may after the expiration of fourteen (14) days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Registrar of the Federal Court of Canada a copy of the decision exclusive of the reasons therefore, in the prescribed form, whereupon the decision may be entered in the same way as a judgement or order of that court and may be enforceable as such.~~

**36.01 Where a difference between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement or an Arbitral Award is not settled through the grievance procedure either party may, within**

forty-five (45) working days after exhausting the grievance procedure, notify the other party in writing that it is submitting the difference to arbitration (the “Referral Notice”).

- 36.02** The parties agree that arbitration pursuant to this Agreement shall be by a single arbitrator.
- 36.03** The Referral Notice issued pursuant to 36.01, shall contain the name, address and telephone number of the referring party’s representative and include a list of persons proposed for selection as arbitrator.
- 36.04** Within ten (10) working days of receiving the Referral Notice, the responding party shall acknowledge in writing receipt of the reference to arbitration and provide the name, address and telephone number of its representative. In that written acknowledgment the responding party will either agree to one of the proposed arbitrators or propose other arbitrators in response.
- 36.05** If the parties have not agreed to an arbitrator within fifteen (15) working days of receipt of the written acknowledgment, either party may request that the Minister of Labour appoint an arbitrator pursuant to the provisions of the *Canada Labour Code*.
- 36.06** The Arbitrator appointed shall hear the grievance and issue a decision and the decision of the Arbitrator is final and binding upon the parties and upon any employee affected by it.
- 36.07** The Arbitrator shall not have the power to modify, amend, set aside, add or delete any of the provisions of this Agreement or substitute any new provisions in lieu thereof or render any decision contrary to the terms and conditions of this Agreement or increase or decrease wages, provided however that the Arbitrator may nevertheless determine:
- (a) whether or not any employee has been improperly classified, or
  - (b) that the employee has been dismissed or suspended for other than proper cause, in which case the Arbitrator may direct the corporation to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal or suspension,
- 36.08** The Corporation and the Alliance shall each pay one-half of the fees and expenses of the Arbitrator and each party shall bear its own costs associated with the arbitration.
- 36.09** Where a party has failed to comply with any of the terms of the decision of the Arbitrator either party or employee affected by the decision may after the expiration of fourteen (14) days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Registrar of the Federal Court of Canada a copy of the decision exclusive of the reasons therefore, in the prescribed form, whereupon the decision may be entered in the same way as a judgement or order of that court and may be enforceable as such.



**36.10** Where the parties mutually agree ~~beforehand~~ in writing, an Arbitration Board may be substituted for a single Arbitrator, in which case the parties shall have ten (10) working days from the date of the referral notice to inform the other party in writing of the name of its appointee to the Arbitration Board.

The two appointees shall, within fifteen (15) working days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Federal Minister of Labour upon the request of either party.

## **ARTICLE 38 – ~~AGREEMENT REOPENER CLAUSE~~ AMENDMENTS TO THE AGREEMENT**

38.01 This Agreement may be amended by mutual **agreement of the Parties in writing**.  
~~consent, and such discussions must include the Alliance.~~

## **ARTICLE 41 – DISCRIMINATION AND HARASSMENT**

### 41.01 Discrimination

(a) There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of ~~age, race, creed, colour, national or ethnic origin, colour, religious affiliation~~ **religion, gender, age, sex, sexual orientation**, gender identity, gender expression, **marital status**, ~~sexual orientation~~, family status, ~~marital status~~, **genetic characteristics, disability and conviction for an offense** ~~criminal record~~ for which a pardon has been granted **or in respect of which a record suspension has been ordered** ~~mental or physical disabilities~~, or membership in the Union.

(b) Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation and the Corporation's policies, as may be amended from time to time by the Corporation.

### 41.02 Harassment

(a) The Corporation, the employees and the Union recognize the right of all persons employed by the Corporation to work in an environment free from ~~personal~~ harassment **including** sexual harassment ~~or~~ **and** abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

(b) Cases of proven harassment by any person employed by the Corporation are considered disciplinary infractions and will be dealt with as such.

(c) The just exercise of management rights is not considered by the parties as harassment.

41.03 Grievances under Article 41 will be handled **expeditiously** with all possible confidentiality and dispatch by the Union and the Corporation, ~~and any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.~~

**41.04 If a person named by any step of the grievance procedure is the subject of the complaint, the Corporation will appoint another designate or that step of the grievance procedure will be waived.**

### ARTICLE 43 – DURATION OF THE AGREEMENT

43.01 The duration of this Agreement shall be from April 1, 2017~~20~~ to March 31, 2024~~24~~.

43.02 The provisions of this Agreement shall become effective as of **date of ratification** ~~April 1, 2017~~, unless otherwise indicated.

### NEW ARTICLE - CONTRACTING OUT

**NEW.01 The Corporation will make every reasonable effort to assess the resources of the bargaining unit before contracting out bargaining unit work. Further, no regular employees of the bargaining unit will lose their employment or have their hours of work reduced solely as a result of the Corporation contracting out bargaining unit work.**

**NEW.02 The Corporation agrees that bargaining unit work will normally be performed by bargaining unit employees.**

### APPENDIX “B”

#### CLASSIFICATION PLAN

Level

AA – Level 1

Position Title

Busser

BB – Level 2	Janitor
CC – Level 3	Grounds Maintenance Person Craftsperson Information Officer
DD – Level 4	Secretary/Receptionist Operations Coordinator Assistant Events Coordinator <b>Volunteer Coordinator</b>
EE – Level 5	<del>Senior Property Maintenance Technician</del> Tenant Coordinator Accountant <del>Human Resources and Administrative Assistant</del> Procurement Coordinator Lease Coordinator Website and Social Media Coordinator
FF – Level 6	<b>Senior Property Maintenance Technician</b> Janitorial Supervisor Senior Market Coordinator Events Coordinator
GG – Level 7	Coordinator- Cultural Programs & Events <b>Senior Lease Administrator</b>
HH – Level 8	Finance Officer Maintenance Supervisor Marketing & Communication Officer Property Management Supervisor Planning Assistant <b>Construction and Capital Projects Supervisor</b>

**Students/Ambassadors are paid at an hourly rate of pay as reflected in Appendix C.**

## APPENDIX “C” RATES OF PAY

Note 1: Subject to Article 23.03, progression from one salary step to the next will be on an annual basis, at April 1 of each year.

Note 2: Effective 1 April 1996, existing employees paid below the 90% step and newly hired employees will be paid at the 90% step of the range.

Note 3:

**(a) The rates in Appendix C shall be increased as follows:**

**Effective April 1, 2020: 1.65 %**

**Effective April 1, 2021: 1.35 %**

**Should the Corporation increase base salary for Corporation employees outside the bargaining unit effective April 1, 2022, or April 1, 202, then the Corporation agrees that this increase and the timing of the increase shall also apply to employees in the bargaining unit.**

~~(a) — Should the Corporation increase base salary for staff outside the bargaining unit effective April 1, 2018 and April 1, 2019, then the Corporation agrees that this change and the timing of this change shall also apply to \*employees in the bargaining unit who are eligible (see LOUP), calculated in the same manner as was applicable on April 1, 2017.~~

~~(b) — Should the Corporation grant individual and/or corporate awards for staff outside the bargaining unit in the time period from January 1, 2017 to December 31, 2017 then the Corporation agrees that the employees in the bargaining unit will be eligible for the individual and/or corporate awards calculated in the same manner as was applicable for the performance year 2016 subject to the employee achieving satisfactory performance in the applicable performance year.~~

~~(c) — As set out in Appendix# Q (Career Framework) the Corporation is in the process of developing a "Career Framework". Once the Career Framework is complete, the Employer will meet with the Alliance to advise of its applicability to employees in the bargaining unit as well as its impact with respect to the granting of individual and corporate awards.~~

~~(d) — Individual and corporate awards will be paid out to members of the bargaining unit at the same time as all other CMHC employees outside the bargaining unit.~~

**Summer students shall receive a rate of pay of \$15.90/hour effective date of ratification of this agreement. On April 1 of each year this rate of pay will be increased by the same percentage of salary rate adjustment within Appendix C.**

**(b) Performance awards:**

**The Corporation agrees to implement the following ratings and associated individual performance awards for bargaining unit employees effective performance year 2021:**

**Exceeds Performance Premium: 5% (exceeds all expectations)**

**Succeeds Performance Premium: 2.5% (meets all expectations)**

**The performance award system is designed to recognize only those employees whose performance meets or exceeds all expectations. It is understood that employees receiving other performance ratings are not eligible for any performance award.**

**The Parties agree that Management in its sole discretion shall determine the performance criteria, ratings and award eligibility of all employees.**

This Appendix forms part of the collective agreement.

**APPENDIX “D” UNIFORMS AND PROTECTIVE CLOTHING**

The parties agree that protective clothing and uniforms will be provided to all bargaining unit employees who work in situations requiring such items.

Subject to Article 32 - Uniforms and Protective Clothing - the following uniforms and protective clothing will be issued.

Janitors and Bussers and Janitorial Supervisor

5 shirts

5 pairs of pants 3 jackets

1 pair of rubber gloves

1 pair of CSA approved safety footwear (reimbursed on an as needed basis to a maximum of ~~\$225.00~~ **\$237.10**)

1 sleeveless vest

1 high visibility vest

1 set of rain gear (i.e.: pants - 1 pair, 1 jacket)

1 pair of CSA approved rubber boots (to a maximum of ~~\$140.00~~ **\$115.92**)

Safety gear - eyewear - 2 pairs

Dust masks - 2 pairs

1 waterproof winter parka with zippered sleeves.

### Maintenance Section

5 shirts

5 pants

3 jackets

1 pair CSA approved safety footwear (reimbursed on an as needed basis to a maximum of ~~\$225.00~~ **\$237.10**)

1 set of rain gear (i.e.: pants - 1 pair, 1 jacket)

1 pair of CSA approved rubber boots (to a maximum of ~~\$140.00~~ **\$115.92**) 1 sleeveless vest

1 high visibility vest

Safety gear - eyewear - 2 pairs Dust masks - 2 pairs

1 waterproof winter parka with zippered sleeves 1 pair work gloves

### Operations Coordinator

1 waterproof jacket

1 pair CSA approved safety footwear (reimbursed once each year or as determined by the Corporation to a maximum of \$225.00)

1 high visibility vest

### Tenant Coordinators

1 waterproof jacket

*Note: contingent on agreement on casuals*

### **Casual Employees will be provided with the following Uniforms and Protective Clothing:**

- **3 shirts**
- **3 pants**
- **2 jackets**
- **1 set of rain gear (i.e.: pants – 1 pair, 1 jacket)**
- **1 sleeveless vest**
- **1 high visibility vest**
- **Safety gear – eyewear – 2 pairs**
- **Dust masks – as needed**
- **1 waterproof winter parka with zippered sleeves**
- **work gloves - as needed**

**Casual Part Time Employees are required to have 1 pair CSA approved safety footwear (reimbursed on an as needed basis to a maximum of \$237.10) and 1 pair of CSA approved rubber boots (reimbursed on an as needed basis to a maximum of \$115.92).**

Note: The maximums set out above will be adjusted annually by the rate of inflation for the previous twelve (12) month period

This appendix forms part of the collective agreement.

#### **~~APPENDIX "E" – MEMORANDUM OF AGREEMENT VACATION LEAVE~~**

~~Should the Corporation improve the vacation leave benefit for Corporation staff outside of the bargaining unit during the term of this Agreement, then the Corporation agrees that these changes shall also apply to the employees of the bargaining unit.~~

~~This appendix forms part of the collective agreement.~~

#### **~~APPENDIX "F" – MEMORANDUM OF AGREEMENT DESIGNATED PAID HOLIDAYS~~**

~~Should the Corporation designate a paid holiday for Corporation staff outside of the bargaining unit during the term of this Agreement, then the Corporation agrees to designate the same paid holiday for employees under this Agreement.~~

~~This appendix forms part of the collective agreement.~~

#### **~~APPENDIX "G" – MEMORANDUM OF AGREEMENT STUDENTS AND/OR AMBASSADORS~~**

~~It is agreed that summer students hired for the summer period (from the Victoria Day weekend to the Labour Day weekend) shall receive a rate of pay of **\$15.00/hour** effective date of ratification of this agreement. On April 1 of each year this rate of pay will be increased by the same percentage of base salary adjustment within Appendix C. In addition, the students shall receive vacation pay of 4% of gross earnings during their period of employment. A student in their second summer period of employment shall receive vacation pay of 6% of gross earnings during their period of employment. The Corporation may hire up to four (4) students for the summer period to fill the position(s) of Traffic Assistant(s), Office Assistant(s) and/or summer ambassadors. It is agreed and understood that the students shall be subject to the provisions of the Agreement, but shall not be eligible for:~~

- ~~\_\_\_\_\_ vacation, sick, injury-on-duty and special leaves (including court leave and~~
- ~~\_\_\_\_\_ parental leave)~~
- ~~\_\_\_\_\_ severance pay benefits~~

~~\_\_\_\_\_ pension and group insurance benefits~~

~~This appendix forms part of the collective agreement.~~

### ~~APPENDIX I – MEMORANDUM OF AGREEMENT SELF-FUNDED LEAVE~~

~~The Corporation's Self-Funded Leave Plan, in effect when the Agreement is signed, will apply to the employees of the bargaining unit.~~

~~This appendix forms part of the collective agreement.~~

### ~~APPENDIX "J" – MEMORANDUM OF AGREEMENT ALTERNATE WORK SCHEDULE~~

~~The Corporation will permit regular full-time employees to complete their weekly hours of employment in a period other than five (5) full days provided that over a period of two weeks employees work an average of thirty-seven and one-half (37.5) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.~~

~~Notwithstanding the content of this Memorandum, it is understood that the current provisions of the Collective Agreement pertaining to Hours of Work (Article 19) will remain in effect.~~

~~Should an employee be called back to work on any of their days of rest Article 20 – Overtime, and Article 21 – Call-Back Pay will apply.~~

~~It is understood that employees whose job duties are functionally integrated or interdependent shall be required to work a nine day fortnight except where the parties agree to some other schedule and arrangement. Alternative days off will be taken contiguous with regular days off subject to operational requirements or by mutual agreement otherwise by the employee and manager.~~

~~Implementation shall not result in any additional expenditure, nor shall services be diminished. It is further agreed that an employee shall not lose his/her shift premium by reason only of working on an alternate work schedule.~~

~~The following shall apply:~~

~~a. Where the Agreement refers to a "day", it shall be converted to seven decimal five (7.5) hours.~~

~~b. Effective the date an employee **commences a modified work schedule**, the accrued leave credits shall be converted from days to~~



hours.

~~A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate.~~

~~Effective to date on which **an employee who discontinues a modified work schedule** the accrued vacation, sick leave and lieu day credits shall be converted from hours to days.~~

~~c. When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.~~

#### **APPENDIX L - LETTER OF UNDERSTANDING**

~~This letter will confirm that the corporate policy regarding Pre-Retirement Leave and Leave with Income Averaging provisions will apply to Granville Island employees effective from the date of ratification.~~

**Pre-retirement leave as provided by the Work-Life Integration Directive, as amended from time to time, is applicable to bargaining unit employees. If the Work Life Integration Directive is discontinued this letter of understanding will cease to have effect.**

#### **APPENDIX "M" LETTER OF UNDERSTANDING**

~~The parties agree that in the event that the two (2) positions identified as awaiting PSAC response in Article 6.01 are agreed to, the parties will submit a joint application for exclusion of all positions to the CILRB. In the event that PSAC does not agree with both or either position identified as awaiting PSAC response, the Corporation may submit an application unilaterally for exclusion of all positions identified in Article 6.01.~~

#### **APPENDIX "N" - LETTER OF UNDERSTANDING**

~~Corporate Salary Adjustments to Appendix C During the Contract Term~~

~~All classifications will be eligible to receive a two percent (2%) adjustment to the~~

~~base salary April 1, 2014 (see Appendix C above 2% factored into the rates shown)~~

#### ~~Eligible employees~~

~~Employees who are \*eligible for salary adjustments during Contract Term are those employees who on April 1, 2015 have a base salary that is below the established Corporate rate for the classification. Those employees will receive a one-time only salary adjustment, effective April 1, 2015, which will see their base salary adjusted to meet the rate set by the Corporation at that time. Once this adjustment is made employees in these classifications will be eligible for any future base rate adjustments set by the Corporation, if any.~~

#### ~~Employees not eligible~~

~~Employees who, on April 1, 2015, have a salary that is above the rate set by the Corporation will not be eligible for a base salary adjustment until such time as the rate set by the Corporation surpasses the employees base salary. At that time those employees will be eligible for a one-time only, base rate salary adjustment equal to the difference between the employee's base salary and the base salary for the classification set by the Corporation.~~

~~Salary adjustments during the contract term, if any, will be effective on: April 1,~~

~~2015~~

~~April 1, 2016~~

#### ~~Lump Sum Payment~~

~~Employees in classifications CC/DD/EE will be paid a one-time lump sum of four hundred dollars (\$400.00) less statutory deductions. This lump sum payment will be paid on April 1, 2015."~~

## APPENDIX "P" – LETTER OF UNDERSTANDING

Re: ~~Mental Health in the Workplace~~ **Workplace Well Being**

The Parties recognize the importance of ~~psychological~~ **a healthy** in the workplace, **which includes psychological health.**

As such, the Parties agree ~~that the labour management committee~~ **Union-Management Joint Consultation Committee** pursuant to Article 39 **will engage in discussions** ~~work to promote the endorsement of the Corporation's wellness and mental health framework.~~ **focused on promoting a work environment that prioritizes and supports workplace well-being.**

## **APPENDIX Q - CAREER FRAMEWORK**

CMHC is undertaking a Career Framework project which should be completed prior to the expiry of the Collective Agreement.

The Parties agree to meet within 120 days after the completion of the Career Framework project to discuss the project outcomes and impact if any, on bargaining unit employees including job descriptions and classification levels.

### **MEMORANDUM OF AGREEMENT A – SEVERANCE PAY BENEFITS ON RETIREMENT/DEATH**

The parties have agreed to delete Article 25, Severance Pay Benefits on Retirement and Death, and in exchange for deleting Article 25 the parties have agreed that the Corporation will provide employees with the options set out in this Memorandum of Understanding.

Eligible Employees, defined as regular employees hired prior to November 1, 2010, will no longer accumulate retirement severance benefits/death benefits effective **January 1, 2018** and will be provided the opportunity to elect to receive a lump sum severance payment ("Payment") based on the following formula:

A payment is equal to the product obtained by multiplying the employee's weekly rate of pay as at January 1, 2018 by the number of years of continuous employment with the Corporation as at January 1, 2018, from their last date of hire, up to a maximum of twenty-eight (28) weeks pay, less any period in respect of which the employee was granted severance pay.

In order to receive the Payment eligible employees must be employed as at January 1, 2018, or they will not be entitled to receive the Payment.

The Payment is subject to applicable statutory deductions.

The offer to receive the Payment in 2018 is a one-time offer. Once an employee makes an election, as outlined below, the election is irrevocable.

Employees who choose to receive the Payment at Retirement may not change their minds in the future and will not receive the Payment unless they have been continuously employed with CMHC until retirement and retire with an immediate pension. The only exception where a Payment will be made before retirement is where an employee elects to take the Payment at Retirement and dies while still in continuous employment with CMHC. In such a circumstance, the Payment will be made to the beneficiary the employee has designated to receive the Death benefit or, if there is no such designation, to the employee's estate.

Additional information on **payment options** are as follows:

## I. ~~OPTION 1-THE LUMP SUM PAYMENT TO BE PAID IN 2018~~

~~With the election to receive the Payment in 2018, choices are to:~~

- ~~• receive all or part of the Payment in cash; or~~
- ~~• transfer all or part of the Payment to the employee's or the employee's spousal CMHC Group Registered Retirement Savings Plan (RRSP) (provided they have RRSP contribution room); or~~
- ~~• a combination of the above~~

~~With the election to receive the Payment in 2018, the payment will be processed within one month from the day the employee's completed election form is received by CMHC.~~

## II. ~~Required Deductions~~

~~CMHC is required to withhold payroll source deductions in respect of the Payment. However, income tax withholdings will depend on the option selected as noted below:~~

### ~~1. **Canada/Quebec Pension Plan (CPP/QPP) and Employment Insurance (EI)**~~

- ~~• Contributions to the CPP/QPP and EI will be deducted.~~

### ~~2. **Income Tax**~~

- ~~• With the election to receive the Payment in cash, income tax will be withheld.~~

- ~~• No income tax will be withheld on transfers to an employee's CMHC Group RRSP (their plan or spousal plan).~~

### ~~(ii) **Other**~~

- ~~• No CMHC Benefit premiums and no CMHC Pension Plan contributions will be deducted. The Payment is not included for Flex credit purposes and is not pensionable.~~

## I. ~~Tax Implications~~

### ~~**Limits for Tax Sheltering**~~

~~Where employees elect to transfer the Payment to their CMHC Group RRSP account, limits set out in the Income Tax Act are applicable. Transfers above the allowed limits are subject to income tax penalties payable by the employee.~~

### ~~1. **Transfer to CMHC Group RRSP**~~

~~The Payment (net of CPP/QPP and EI) can be transferred directly to the employee's CMHC Group RRSP without withholding any income tax subject to having RRSP contribution room. The RRSP contribution room is indicated at the bottom of the *Notice of Assessment* (received from the Canada Revenue Agency (CRA), in the section called "RRSP Deduction Limit Statement". If employees have already contributed to their RRSP for the current year, they will need to deduct the amount~~

contributed from their limit to determine the room left.

Employees can request to transfer a portion of the Payment up to the RRSP contribution room they have left. They can contribute the amount to their RRSP, or a spousal RRSP or part in both.

However, the total contribution (to their RRSP, spousal RRSP or both) cannot exceed the employee's RRSP contribution room. It is the employee's responsibility to ensure with CRA that they have the RRSP room available before instructing CMHC to proceed with a transfer. Any penalties for over-contributing are the employee's responsibility.

Should an employee wish to avail themselves of this option, the amount, net of CPP/QPP and EI, will be transferred to their (or the spousal) RRSP with the CMHC Group RRSP. If the employee is not enrolled in the CMHC Group RRSP, they will have to do so prior to completing the election. If employees plan to make a spousal contribution they must ensure they have a spousal account open in the CMHC Group RRSP, if they do not already have one, prior to completing the election. Additional information on how to set up an account for the Group RRSP can be found in the *Group Savings Program* section in the *Career & Life Events* found on HR on-line. The enrolment process in the Group RRSP requires different steps: it is important that employees ensure their enrolment is completed prior to the deposit date.

Any residual balance of the Payment that is not transferred to the CMHC Group RRSP will be paid in cash (net of applicable statutory deductions including income tax).

If employees would like to contribute all or a portion of the Payment to a RRSP other than their CMHC Group RRSP, they may do so after having received the Payment in cash, on which applicable statutory deductions including income tax will be withheld by CMHC.

## ~~2. Transfer to TFSA~~

If employees would like to contribute all or a portion of the Payment to the CMHC Group TFSA or a TFSA with another financial institution, they may do so after they have received the Payment in cash, on which applicable statutory deductions including income tax will be withheld by CMHC.

If employees would like to make a transfer to the CMHC Group TFSA and don't have an account open, they will need to open one prior to making a transfer. Additional information on how to open an account for the CMHC Group TFSA can be found in the *Group Savings Program* section in the *Career & Life Events* found on HR on-line.

### a. Tax Reporting

If employees elect to receive the Payment now, the gross amount of the Payment

will be reported as employment income on their T4. CPP/QPP, EI and income tax deducted will also be reported. If employees transferred some of the funds to their CMHC Group RRSP, Standard Life, the CMHC Group RRSP carrier, will send the employee a RRSP contribution receipt.

b. ~~Potential Additional Income Tax~~

~~Should employees elect to receive their Payment in cash, income tax will be withheld at a rate similar to the rate applied to the payment of their incentive awards. Depending on an employee's own personal situation, they might have to pay additional income tax when filing their personal income tax return for 2017.~~

c. ~~Implications in the Event of Termination of Employment~~

~~Should an employee elect to receive the Payment in 2017, the gross value of the Payment will be deducted from any departure allowance, severance or other amount ("amounts") which may be owing to the employee on account of the termination of their employment. However, where the departure allowance, severance, or other amount which may be owing to the employee in the event of their termination of employment is less than the gross value of the Payment, those amounts are deemed to be included in the Payment and there will be no other monetary amounts owing to the employee.~~

## **OPTION 2-THE LUMP SUM PAYMENT TO BE PAID UPON RETIREMENT**

~~If employees do not elect to receive the Payment in 2018 it is important to know that they will only be able to receive the Payment if they retire with an immediate pension and remain continuously employed with CMHC until then. The amount that will be paid at the time of their Retirement is fixed, and is calculated based on their salary and eligible continuous service as at January 1, 2018. No interest will accrue on the fixed amount and no additional service or salary increases beyond January 1, 2018 will be recognized.~~

~~Should an employee terminate their employment with CMHC they will not be entitled to receive any Payment unless they have continuous service with CMHC and take an immediate pension at that time; in all other cases, the payment will be forfeited.~~

~~**There is only one exception** when the Payment will be made before Retirement, when an employee elects to take it at Retirement. If an employee dies while still being in continuous employment with CMHC, the Payment will be paid to the beneficiary they have designated to receive the Death Benefit, or if there no such designation, to the employee's estate.~~

d. ~~Income Tax Act~~

~~According to the current *Income Tax Act* (ITA) provisions, the Payment made at the time of Retirement would qualify as a retiring allowance under the *Income Tax Act* (ITA), would not be subject to source deductions (e.g.: CPP/QPP, EI), and may be subject to income tax depending on how the employee directs the payout. Amounts directly transferred to a RRSP would not have any income tax withheld.~~

~~If an employee worked with CMHC before 1996, they may benefit from special rules under the ITA which would allow them to transfer the retiring allowance to their RRSP (but not a spousal RRSP) without impacting their RRSP contribution room up to the limits below. The special rules cannot be used for the pay-out in Option 1. The eligible retirement allowance limit is currently as follows:~~

- ~~• \$2,000 per year of service prior to 1996, plus, if applicable,~~
- ~~• \$1,500 per year of service prior to 1989 if you did not contribute to the pension plan for those years.~~

~~If an employee chooses to transfer an amount up to the above limit to their RRSP, any remaining Payment amount may be transferred directly to their RRSP (their RRSP, spousal RRSP or both) using their RRSP contribution room. Any residual amount not transferred to an RRSP will have income tax withheld.~~

~~Transfers above the allowed limits are subject to income tax penalties and are the employee's responsibilities.~~

e. ~~Implications in the Event of Termination of Employment~~

~~Should an employee elect to receive the Payment in 2018, the gross value of the Payment will be deducted from any departure allowance, severance or other amount ("amounts") which may be owing to the employee on account of the termination of their employment. However, where the departure allowance, severance, or other amount which may be owing to the employee in the event of their termination of employment is less than the gross value of the Payment, those amounts are deemed to be included in the Payment and there will be no other monetary amounts owing to the employee.~~

II. ~~The Election is Irrevocable~~

~~An employee's election to receive the Payment now or to receive it upon Retirement is irrevocable; they will not be able to change the election once it is made. Furthermore should their employment terminate before they retire the employee will not be entitled to receive this Payment; the payment will be forfeited with no amount payable. However, should the employee elect to receive the Payment at Retirement and should the employee's death occur while they remain an employee, the Payment will be made to the beneficiary the employee has designated to receive the Death Benefit, or if there is no such designation, to the employee's estate.~~

## **NEW – LETTER OF UNDERSTANDING – CASUAL EMPLOYEES**

**The Parties agree that where casual employees are hired by the Corporation the following terms apply:**

**A “Casual Employee” is an employee who:**

- (b) may be utilized on an as and when needed basis; and**
- (c) is generally assigned to work as busser, janitor, or grounds maintenance and is paid according to the position assigned; and**
- (d) may only provide relief work during special events, or to cover short-term staffing shortages; and**
- (e) is paid bi-weekly based on actual hours worked during their pay period; and**
- (f) has the right to decline work; and**
- (g) is covered by the provisions of the Agreement but shall not be eligible for the following Agreement benefits:**
  - Vacation (Article 12), sick (Article 14), injury on duty and special leaves (including court leave and parental leave) Articles 15 to 18; and**
  - pension and group insurance benefits (Article 26); and**
  - Appendix C- Performance Awards**
- (h) is eligible to receive vacation pay at the rate set out for Casual Employees on the Vacation Table (Article 12)**

**It is not the Corporation’s intention to replace Temporary employees or Summer Students with Casual employees.**

**The employment of Casual employees shall not result in the loss of employment or the reduction of regular hours of work of Regular employees.**

**Within ninety (90) to one hundred and twenty (120) days of ratification the Employer and the Local Union will meet to discuss any issues related to this LOU.**

### **MOU Performance Award – Performance Year 2020**

**Upon ratification, the Corporation will provide a performance award of 3% of regular wages earned between January 1 2020 and December 31 2020 to all regular and temporary employees on payroll date of ratification who meet all expectations in the performance year 2020.**



## **MOU Continuous Work Allowance Differential**

**The Corporation agrees to pay any difference in the continuous work allowance caused by the April 1, 2021 economic increase, retroactive to April 1.**