

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 540**

and

Homes First Society

DURATION: March 1, 2018 – February 28, 2022



Sector 5
5-540-5348-20220228-5

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COLLECTIVE AGREEMENT

ARTICLE 1 – PREAMBLE

- 1.01** The purpose of this Agreement is to establish and maintain a collective bargaining relationship between Homes First Society and the Union, to provide a method for the prompt and equitable adjustment of complaints and grievances of employees and disputes between the parties and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees of Homes First Society who are subject to the provisions of this Agreement.
- 1.02** And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement, now therefore the parties agree as set out in the articles that follow.

ARTICLE 2 – RECOGNITION

- 2.01** Homes First Society recognizes the Union as the sole bargaining agent for all employees of Homes First Society in the City of Toronto, save and except supervisors, persons above the rank of supervisor, the Administrative Coordinator, the Chief Executive Officer, tenants of properties owned or managed by Homes First Society, the Human Resources Administrator, the Finance Administrator, the Property Management Administrator, the Accounts Payable Administrator, students employed during the school vacation period and students employed on a cooperative program from a school, college, or university.
- 2.02** Relief Staff are recognized as members of the bargaining unit, subject to the terms and conditions of employment as set out in Article 31 of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 Board of Directors** (The Board) – means the Board of Directors according to the incorporation documents of Homes First Society. Hereinafter, the Board of Directors will be referred to as the “Board” or the “Employer”.

- 3.02 Legal Employer** (known hereinafter as the “Employer” or “Homes First Society”) – is the Board as defined in Article 3.01. The Board, as Homes First Society, has the general responsibility to ensure that Homes First Society fulfils its mandate by setting objectives and aims and may pass resolutions to ensure that aims and objectives are fulfilled in a satisfactory manner consistent with existing legal structures. The Board may delegate its authority as Employer to the Chief Executive Officer, Managers and Committees of the Board.
- 3.03 The Organization** – shall be defined as the overall operations of Homes First Society including all project management staff groups, development staff group, project groups, administrative personnel, participating tenants/residents and Board of Directors.
- 3.04 Employee** as referred to in this Agreement shall be defined as any member of the bargaining unit as defined in Article 2.
- 3.05 Tenants/Residents** – in this document refers to residents housed in the houses/buildings managed by Homes First Society.
- 3.06 Notice Provisions** – for the purposes of notice provisions in this Collective Agreement, working days are defined as Monday to Friday, excluding Paid Holidays as outlined in Article 21.01.
- 3.07** Unless otherwise specified herein, and with the exception of in Articles 19.14 and 19.15, “day” as referred to in this Collective Agreement shall consist of seven and one-half (7½) hours or eight (8) hours, depending on the schedule of the individual employee.
- 3.08** Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used.

ARTICLE 4 – CHECK-OFF OF UNION DUES

- 4.01** The parties agree that all employees in the bargaining unit as defined in Article 2 will become and remain members in good standing of the Union as a condition of employment on completion of their probationary period.
- 4.02** Homes First Society agrees to deduct an amount equal to the regular monthly Union dues from each employee in the bargaining unit.
- 4.03** The amount of the regular monthly dues shall be those authorized by the Union and the Director of Finance of the Union shall notify Homes First Society of any changes therein and such notification shall be Homes First Society's conclusive authority to make the deductions specified.
- 4.04** In consideration of the deducting and forwarding of Union dues by Homes First Society, the Union agrees to indemnify and save harmless Homes First Society against any claims or liabilities arising or resulting from the operation of this Article.
- 4.05** Dues deductions shall become effective in the month following the month in which the employee was hired. Such dues shall be forwarded to the Accounting Department, OPSEU Head Office: 100 Lesmill Road, Toronto, Ontario, M3B 3P8, no later than the fifteenth day of the month following that month in which deduction is taken along with a list of employees from whom deductions were made, such list to show name, S.I.N. number and amount deducted.
- 4.06** Homes First Society agrees to include the annual total of dues deducted on each employee's T4 slip.
- 4.07** Homes First Society shall advise the Labour Management Committee of the name and position of each new employee hired into the bargaining unit within 15 days of hire.

ARTICLE 5 – RIGHTS AND PRIVILEGES / MANAGEMENT RIGHTS

5.01 The Union recognizes and acknowledges that the management of Homes First Society's operations and direction of the employees are fixed exclusively with Homes First Society and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of Homes First Society to:

- a) maintain order, discipline and efficiency;
- b) select and hire, classify, direct, promote, demote, transfer employees, and to discipline and discharge employees for just cause, and to increase and decrease staff complements;
- c) determine, the size and composition of the workforce, the site locations of work and the services to be performed at those locations, and the qualifications of the employee(s) to perform the work required; and
- d) determine and exercise all other functions and prerogatives which shall remain solely with Homes First Society except as specifically limited by the express provisions of this Agreement.

5.02 Homes First Society has the right and responsibility to ensure that Homes First Society fulfils its objectives and aims and may set policies to ensure that such aims and objectives are fulfilled in an efficient and satisfactory manner. In accordance with this responsibility, Homes First Society will give direction and supervision to the employees.

5.03 Homes First Society agrees that in the exercising of these rights, it will do so in a manner that is not in conflict with or inconsistent with any provisions of this Agreement. Failure by Homes First Society to exercise any of its management rights or other rights shall not be considered to be an abandonment of those rights.

ARTICLE 6 – DISCRIMINATION / HARASSMENT / BULLYING

- 6.01** Homes First Society and the Union agree that, in accordance with the provisions of the Ontario *Human Rights Code*, there will be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or handicap.
- 6.02** Homes First Society and the Union further agree that, in accordance with the provisions of the Ontario *Human Rights Code*, there will be no harassment or bullying of employees because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, age, record of offences, marital status, family status, handicap, sexual orientation, gender identity, gender expression, sex (including pregnancy) or disability. Harassment is engaging in a course of vexatious comments or conduct against a worker in the workplace that is known, or ought reasonably to be known, to be unwelcome.
- 6.03** No employee who files a complaint or testifies concerning another person's complaint shall be subject to discipline as a result of making such a complaint or giving any such testimony. In the event that a complaint or testimony is shown to be given in bad faith, this provision does not apply.

Confidentiality

- 6.04** In accordance with Homes First Society's Discrimination, Harassment and Bullying Policy, every effort shall be made to treat the complaint in a confidential fashion, consistent with providing reasonable information to the complainant and the respondent (ie. the person against whom the complaint is made), as to the nature of the allegation, the progress of the complaint, and its resolution or disposition.

Representation

- 6.05** The complainant and/or respondent may choose to have a Union Steward present when presenting a complaint, discussing a complaint and in the course of any investigation or when making representations. A Steward, after first obtaining

permission from his/her supervisor, shall be permitted at reasonable times during working hours to leave his/her regular duties, for reasonable intervals of time, to perform functions as are properly provided under this Agreement. The Union Steward will be present at any such meeting to support the employee.

Accommodation

- 6.06** Homes First Society shall provide accommodation to disabled employees in accordance with the legal requirements of the Ontario *Human Rights Code*.

ARTICLE 7 – UNION REPRESENTATION

Employee Representatives

- 7.01** The Union will keep Homes First Society informed of its executive body and committees and local regional representative, and Union Stewards, and will advise Homes First Society of any changes to their composition(s) within fifteen (15) business days of any such changes being made.
- 7.02** For purposes of this Agreement, the Union agrees to provide Homes First Society with the name and position of each committee member, from time to time selected, in writing, as well as the areas they represent and the effective date of their respective appointments. Such information shall be provided to Homes First Society within 15 days of the person's selection and/or any change to the composition of the committee.
- 7.03** No individual member or group of members shall undertake to represent the Union at meetings with Homes First Society without the authorization of the properly elected local representative. The Union shall have the right to the assistance of OPSEU representatives at all times.

Grievance Committee

- 7.04** The Union may elect or appoint not more than five (5) Stewards from amongst employees in the bargaining unit who have completed their probationary period for

the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement.

7.05 The Union will not conduct union business or hold union meetings on Homes First Society's premises at any time without the written permission of Homes First Society. No union activity will be conducted on Homes First Society's premises except in connection with the processing of grievances, or Labour/Management Committee meetings, or as agreed to between the Employer and the Union. Nothing in this article prevents an employee from holding a general discussion with a Union Steward or other member regarding union matters, providing it does not have a significant impact on productivity.

7.06 It is agreed that Union Stewards shall continue to perform their regular duties and responsibilities for Homes First Society and shall not cease to perform their regular duties without having first received written authorization to do so from his/her Supervisor/Manager, or a designee. Such authorization will not be unreasonably denied and will be responded to in a timely manner.

7.07 A leave of absence without pay, but with no loss of seniority credits, shall be granted to the Union Steward who serviced the grievance, or a substitute Steward, when required to attend arbitration hearings.

7.08 Union Stewards shall not suffer any reduction in their regular salary for authorized time spent while engaged in a grievance investigation or in the presentation of a grievance. Homes First Society reserves the right to limit the amount of authorized time spent performing a grievance investigation on any particular day.

Negotiating Committee

7.09 Homes First Society will recognize a Negotiating Committee of up to three (3) representatives for contract negotiating purposes. The salaries of these three (3) members shall suffer no deduction from regular straight time salary spent in direct negotiations with Homes First Society, or for reasonable travel time when required from one of Homes First Society's work locations to the place where such negotiations, conciliation or mediation is to be held. The Union shall notify

Homes First Society in writing of the names of the members of the Negotiating Committee and their alternates at the time of their appointment, and Homes First Society shall not be required to recognize any Negotiation Committee members and/or alternates until it has been so notified. The Union agrees to ensure that Homes First Society is notified of any changes to the Negotiation Committee members and/or alternates.

Labour/Management Committee

- 7.10** The Labour/Management Committee shall be a permanent joint committee in which the Union and Homes First Society shall be represented by up to three (3) persons each, with power to add persons who may be required to assist the parties from time-to-time. If a party wishes to have an additional person attend at a Labour/Management meeting, that party will give the other party at least two days' notice of who will attend the meeting. Each party shall keep the other informed of its nominees to the Committee. The Committee shall meet bi-monthly or at the request of either party.
- 7.11** The purpose of the Labour/Management Committee meetings shall be to deal with problems relating to the administration of the Collective Agreement or other matters mutually agreed to by the parties, with each party's agenda items being submitted to the other party in writing at least three (3) days in advance of the meeting. However, this three (3) days' notice requirement may be waived on the mutual agreement of the parties. The minutes of the Labour/Management Committee will be distributed by the minute taker to all members of the Labour/Management Committee within seven (7) days of the meeting, and a copy shall be provided to all employees within seven (7) days of the parties mutually agreeing to the minutes recorded, and the Employer shall then provide a copy of those minutes to all employees by email. It is agreed that the minutes sent out will exclude any confidential information.

At each Labour Management meeting, the Employer shall provide the Union with an employee listing and a copy of the current organizational chart.

Health and Safety

- 7.12** Homes First Society, the Union and the employees agree to abide by all provisions of the Ontario *Occupational Health and Safety Act*. Further, Homes First Society shall take all reasonable precautions for the protection of workers as outlined in the Ontario *Occupational Health and Safety Act*. Homes First Society and the Union shall co-operate to the fullest extent possible to ensure that the workplace is free from bullying / psychological harassment and sexual harassment.

Homes First Society and the Union agree to establish Joint Health and Safety Committees and a Health and Safety Committee for the purpose of carrying out site inspections, addressing new and ongoing matters and the annual review of specific Health and Safety documents as per the Ontario *Occupational Health and Safety Act*.

All Homes First Society sites where twenty (20) or more Homes First Society employees regularly work will have their own Joint Health and Safety Committee. For any other site(s) where more than five and fewer than twenty (20) Homes First Society employees regularly work, the Union will appoint Health and Safety worker representatives as defined and required under the *Occupational Health and Safety Act*, as well as one (1) employee member at large and include these Health and Safety worker representatives and 'at large' member in a Health and Safety Committee. Homes First Society will appoint up to five (5) management representatives to the Health and Safety Committee. The Committee shall meet a minimum of four (4) times each year and shall report to the Union and Homes First Society through the Labour/Management meetings, at least once a year. Once per year, the Joint Health and Safety Committees and the Health and Safety Committee will have a joint half-day meeting.

Employment Equity Committee

- 7.13** Homes First Society and the Union will recognize an Employment Equity Committee comprised of up to four (4) representatives of Homes First Society, and up to four (4) employee representatives of the Union, one of which shall be a representative from the First Nations Employee Group.

Representation During Investigations

- 7.14** Upon receiving a request to do so from an employee, the Employer will provide confidential notice to the Staff Representative advising that an investigation involving that employee is taking place. Notwithstanding the notice to the Employer, the employee shall be entitled to have a Union Steward present during any investigation meeting(s) held with that employee. The availability of the Union Steward will not unduly delay the investigation process. The Union Steward's role in any such meeting(s) will be to support the employee, and he/she will not actively participate in the meeting(s). The Union Steward will keep all matters discussed in the meeting(s) confidential at all times.

Scheduling Committee

- 7.15** The employer and the Union shall establish, within 30 days of ratification of the Collective Agreement, a Scheduling Committee for the purposes of reviewing and developing shift schedules for the Employer's 24 hour sites, including length of shifts, staffing of shifts, shift rotation, and other areas of scheduling as may be unanimously agreed to by all members of the Committee. The Committee shall be comprised of three (3) representatives of the Union and three (3) representatives of the Employer. An OPSEU Staff Representative may be invited to attend at any Committee meeting.

The Committee shall meet at a minimum of twice per year. Additional meetings can be requested by either side of the Committee as necessary. All functions of the Committee will be performed during regular working hours. Recommendations for shift schedule changes shall be reviewed by the Committee and, if agreed-upon by a majority of the Committee, they shall be provided to the Employer for its consideration. The Employer shall have the sole discretion as to whether or not to implement any recommendations provided by the Committee.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

8.01 The parties agree that there shall be no strikes and no lockouts during the life of this Collective Agreement in accordance with the *Ontario Labour Relations Act, 1995*.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 (a) It is the mutual desire of the parties to the Collective Agreement that a complaint of an employee properly arising under this Collective Agreement shall be resolved as promptly as possible.

(b) The purpose of this Article is to establish a procedure for the settlement of all grievances arising in respect of the interpretation, application, administration or alleged violation of this Agreement. Homes First Society and the Union, therefore, agree that the designated grievance procedure as is hereinafter set forth shall serve and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance and the specifically designated grievance procedure shall be strictly followed.

- (i) Where a supervisor or other Employer representative intends to meet with an employee;
 - a) for disciplinary purposes;
 - b) to investigate matters which may result in disciplinary action;
 - c) for a formal counselling session with regard to unsatisfactory performance or behaviour;
 - d) for termination of employment;
 - e) for matters related to the development, implementation and administration of an accommodation or return to work plan;
 - f) to discuss attendance management issues under the Employer's attendance management program;

- g) for layoff/surplus;
- h) any other provision in the collective agreement where the right to representation is referenced, the employee shall have the right to be accompanied by and represented by a Union representative at all stages of the complaint and grievance procedure. The Employer shall notify the employee of this right.

(c) **Complaint Stage:**

It is understood that an employee has no grievance until he/she has first given his/her responsible manager/supervisor the opportunity of adjusting his/her complaint. If an employee has a complaint properly arising under this Agreement, he/she shall discuss it with his/her responsible manager/supervisor within fifteen (15) working days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The responsible manager shall give his/her response to the complaint within seven (7) working days after such discussion and, failing settlement, it may be then taken up as a grievance.

(d) **Step 1: Grievance Resolution Stage:**

If within twelve (12) working days, the grievor is dissatisfied with the disposition of the complaint, he/she may, through the Union with a Union Steward, present his/her grievance in writing to Human Resources, or designate. The parties agree that a grievance may be submitted in digital format. Homes First Society will provide the employee with written confirmation of receipt of the grievance. A grievance form that is presented as required herein must contain all of the required information:

- The Grievor's first and last name, position title, work location, home address and phone number;
- The name of the Local;
- The name of the Employer;
- Statement and brief description of the grievance;

- The settlement desired;
- The date of the grievance; and
- The signature of the Grievor/Steward*

**where submitted electronically, the Grievor's signature is required on the grievance form.*

If after two (2) business days following the submission of the grievance the employee has not received such confirmation from the Chief Executive Officer or his/her designate, the employee, or a Union Steward on his/her behalf, must immediately advise the Chief Executive Officer or his/her designate in writing by email.

Any grievance form that has not been completed as required herein will be returned to the Grievor by Human Resources. Where such grievance is returned to the Grievor, an additional three (3) days shall be extended to the timelines to allow for correction and resending of the form.

Human Resources, or a designate, shall answer a properly completed and submitted grievance in writing within five (5) working days after receipt of the grievance.

Step Two: Grievance Resolution Meeting

Within the next ten (10) working days after receipt of the written response to the grievance, the Grievor, one Union Steward, the Chief Executive Officer, or a designate, and Human Resources, or a designate, staff shall meet to discuss the matter. It is understood and agreed that a representative of O.P.S.E.U. and a cultural/community advocate may be present at such meeting. If a cultural/community advocate is in attendance at such a meeting, his/her role shall only be to provide a cultural/ community perspective on the subject matter of the grievance.

Time Limits:

- 9.02** The time limits fixed in this Article are mandatory but may be extended by the mutual written consent of both parties.
- 9.03** Subject to Article 9.02, if any step of the grievance procedure has not been processed by Homes First Society within the time limits as prescribed herein, the grievance shall automatically be advanced to the next step. Should the Union fail to process the grievance within the time limits prescribed herein, the grievance shall be deemed to have been abandoned.
- 9.04** An arbitrator will have no power to extend the time limits in the grievance procedure, and therefore subsection 48(16) of the Ontario *Labour Relations Act*, 1995 does not apply under this Collective Agreement.

Group Grievances:

- 9.05** Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all applicable provisions under the grievance procedure, provided that such grievance shall commence at the Grievance Resolution Stage. Only employees who have signed the group grievance form will be party to the group grievance.

Policy Grievance:

- 9.06** Should any difference arise between Homes First Society and the Union as to the interpretation or alleged violation of the provisions of this Agreement affecting the Union as such, or the employees as a whole, both the Union and Homes First Society shall have the right to file at the Grievance Resolution Stage as outlined in Article 9.01(d). Any such grievance shall be submitted within fifteen (15) working days of the circumstances giving rise to the grievance. This procedure shall not be utilized to circumvent a grievance which should properly be brought as an individual or group grievance.

Probationary Employees:

- 9.07** No grievance may be submitted concerning the termination of employment of a probationary employee, except in cases where it is alleged that the termination was

made in bad faith, or was made in a discriminatory manner in contravention of the *Ontario Human Rights Code*.

ARTICLE 10 – DISCIPLINE / DISCHARGE

Discipline:

10.01 Homes First Society and the Union recognize the value of progressive discipline with the purpose of being corrective in application. Therefore, disciplinary action shall normally comply with the following steps, exceptions shall be determined by circumstances:

- Verbal warning(s);
- Written warning(s);
- Suspension(s) without pay;
- Dismissal for just cause.

10.02 An employee who is receiving a written warning or being suspended or discharged shall have the right to have one (1) Union Steward present at the disciplinary meeting where the written warning, suspension or termination is being imposed where the employee so requests. Homes First Society shall notify the employee who is subject to such discipline, suspension or discharge of his/her right to have a Union Steward present for any meeting with Homes First Society where such discipline, suspension or discharge is discussed. Where no such notice is given to the employee, the meeting shall be deemed not to be disciplinary.

10.03 All discipline issued to employees shall be in writing with one (1) copy filed and one (1) supplied to the individual concerned.

10.04 Written warnings, suspensions and terminations will take effect immediately after they are communicated to the employee at the disciplinary meeting. However, where management deems the circumstances to warrant it, management may send the employee home immediately and schedule a disciplinary meeting within two (2) business days.

- 10.05** If any discipline proposed by Homes First Society is grieved, the grievance shall start at Step 1 of the grievance procedure. Where a grievance is filed under this Article at Step 1, the employee's immediate manager/supervisor shall respond within seven (7) working days following receipt of the grievance.

Personnel File

- 10.06** At the request of the employee, any disciplinary notation(s) on file will be removed from an employee's personnel file after the employee has worked for eighteen (18) months following the date of such disciplinary notation(s), inclusive of the employees' days of sick leave entitlements under Article 18.01, provided that no related disciplinary notation(s) have been made against the employee during that eighteen (18) months period. Any past record of such disciplinary notation(s) dated prior to the commencement of the eighteen (18) months period shall not be used in assessing future discipline against the employee.

Employee Benefits:

- 10.07** If an employee is under suspension, his/her health care benefits may be maintained. The employee shall pay the cost of health care premiums to Homes First Society at the end of each month during the period the employee is under suspension.

Discharge:

- 10.08** The parties agree that employees who have passed their probationary period and former Relief Staff who have moved to full-time status shall only be dismissed for just cause.
- 10.09** An employee who claims he/she has been unjustly discharged from his/her employment may file a grievance in writing with the Chief Executive Officer or his/her designate at any time within fifteen (15) working days after the employee is notified of his/her discharge. The grievance will then be dealt with at the Grievance Resolution Stage of the grievance procedure.
- 10.10** A grievance referred to in Articles 10.08 or 10.09 may be settled under the grievance or arbitration procedure by:
- a) confirming Homes First Society's action; or

- b) reinstating the employee with or without loss of seniority and with full compensation for the time lost during the period from the date of his/her suspension, discharge or layoff to his/her reinstatement; or
- c) any other arrangement which may be deemed to resolve the grievance.

10.11 No employee may enter into a work relationship with an employer outside of Homes First Society that would create a conflict of interest.

ARTICLE 11 – ARBITRATION

11.01 If the grievance is not settled at the Grievance Resolution Stage, either party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as Sole arbitrator.

The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

Each of the parties hereto shall jointly and equally bear the expense of the arbitrator.

11.02 The arbitrator shall not have any power to alter, modify or change any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.

11.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps in the grievance procedure. The parties agree that an arbitrator will have no power to extend the Article 11.01 time limits for referring a grievance to arbitration, except where the reason the employee did not comply with the time limits relates to a prohibited ground of discrimination under the *Ontario Human Rights Code*.

ARTICLE 12 – BULLETIN BOARDS

12.01 The Union shall have the right to post Union notices pertaining to matters relating to employees covered by the Collective Agreement on bulletin board spaces provided and assigned by Homes First Society.

ARTICLE 13 – JOB POSTINGS AND TRANSFERS

13.01 An employee who wishes to be considered for a transfer in positions, either on a full-time or Temporary Transfer basis, must provide Homes First Society with a letter setting out the position(s) and site location(s) into which they desire to be transferred by no later than June 30th and December 31st each year. Where timely letters are received, the requests will be considered during the twelve (12) months following June 30th and December 31st, as the case may be.

13.02 When additional employees are required in any of the existing positions within the bargaining unit, the following will be the initial process for filling the vacancy:

- a) Homes First Society shall determine if there are any employees on the recall list pursuant to Article 17.07. If there are, those employees will be considered for recall first in accordance with Article 17.07. If there are no recall list employees who are eligible for the position available, The Employer will review the letters submitted by the employees pursuant to

Article 13.01 to determine whether any employee(s) has indicated that he/she wishes to be considered for a transfer into the vacant position. Where an employee(s) has indicated a preference for a transfer into the vacant position, Homes First Society will effect the transfer if:

- i) Homes First Society determines that the employee has the skills, qualifications and abilities to perform the work involved in the position in question;
- ii) at the time of the vacancy the employee has no documented performance or disciplinary issues in the employee's official corporate personnel file which the Employer determines would have a relevant impact on the duties to be performed in the position being sought, a copy of which was provided to the employee at the time it was placed in the corporate personnel file;
- iii) the employee is prepared to commit to performing all of the duties and responsibilities and required schedule rotations of the position at the new location in question;
- iv) the employee has not successfully bid on or transferred into a new position within the twelve (12) months immediately prior to the existence of the vacancy; and
- v) the vacant position is one which is within the same Position Grouping as the employee's current position.

13.03 For purposes of Article 13.02 a) v), the Position Groupings are as follows:

- a) Community Housing Worker and Community Shelter Worker;
- b) Life Skills Worker, Intensive Case Management Worker and Housing Help Worker;
- c) Personal Support Workers;
- d) Property Maintenance Workers; and

e) Cook.

Homes First Society agrees that any new bargaining unit position(s) that may be created will be included in one of the Position Groupings designated in this Article. The parties agree that Homes First Society will give the Union prior notice of the creation of any new Position Grouping(s).

13.04 Where more than one employee has indicated a desire for a transfer in letters provided to Homes First Society pursuant to Article 13.01, the most senior of those employees will be considered for the transfer first. If the most senior employee is not awarded the transfer, the second most senior employee will be considered, and so on. If none of the employees who have indicated a desire to be transferred into the vacant position is awarded the transfer, or if no employee has expressed a desire to transfer into the vacant position, Homes First Society will post the vacancy internally pursuant to Article 13.07.

Where the Employer has determined an employee shall not be awarded the transfer, it shall inform the employee in writing citing the reason(s) outlined in Article 13.02.

13.05 Where a vacancy is filled by way of a transfer pursuant to Article 13.02, the vacancy created due to the transfer of the employee may also be filled by way of a transfer pursuant to Article 13.02. If none of the employees who have indicated a desire to be transferred into the second vacant position is awarded the transfer, or if no employee has expressed a desire to transfer into the second vacant position, Homes First Society will post the vacancy internally pursuant to Article 13.07.

13.06 Where under Article 13.05 a second vacancy is filled by way of a transfer pursuant to Article 13.02, the vacancy created by that second transfer will be filled by way of an internal posting pursuant to Article 13.07. This vacancy may be filled by either a Relief Staff employee, or a full-time employee who does not currently work in the position which has been posted, in accordance with Articles 13.07 and 13.08. If the vacant position is not awarded to an internal candidate, or if a vacancy is created by the filling of this internal posting, the vacancy may be filled by Homes

First Society by way of a hire from outside the bargaining unit. Any such hiring will be in accordance with Article 13.15.

- 13.07 (a)** When a new position in the bargaining unit is added, or:
- i) where the Employer declares that vacancy exists for any reason other than a layoff,
 - ii) a new position is created inside the bargaining unit; or
 - iii) the Employer determines that additional employees are required in any of the existing positions within the bargaining unit, and the position is to be posted;

Homes First Society will post a notice of the vacancy for a period of ten (10) working days. At Homes First Society's twenty-four (24) hour sites and its Administration Offices, the posting will be placed on the bulletin boards. All non-twenty-four hour site employees will receive a copy of the posting in their mailboxes at Homes First Society's Administration Offices. The Employer shall also provide a posting to all employees through the Employer's intranet system.

- (b)** The notice of posting will list the nature, location(s), rate of pay and qualifications for the position, and whether it is a "twenty-four hour" or "non-twenty-four hour" position. Homes First Society will also state in the notice of posting that it is an equal opportunity employer.
- (c)** Any post-probationary full-time or part-time employee, and any Relief Staff, whether probationary or not, who wishes to be considered for the position so posted shall signify their desire by making a formal application in accordance with the provisions of the posting. However, if a probationary Relief Staff is successful in securing the position through this posting, he/she shall be considered to be a new employee on probation pursuant to Article 14.01.

- (d) Homes First Society shall e-mail any such posting to each Relief Staff's Homes First e-mail address.

13.08 In filling any posted vacancy under this Article, Homes First Society will consider the requirements and efficiency of operations, the knowledge, training, skills and ability of the individual to perform the normal required work and his/her seniority. Homes First Society may also take into consideration the employee's performance reviews and disciplinary record, where the Employer determines such would have a relevant impact on the duties to be performed in the vacant position.

13.09 When a new position is added to the bargaining unit, it will be posted in accordance with Article 13.07 and cannot be filled by way of a transfer pursuant to Article 13.02. However, any vacancy created by the filling of any such new position may be filled by way of a transfer pursuant to Article 13.02.

13.10 Any employee who has successfully bid or transferred under this Article may not be considered by the Employer for another position before two (2) years have expired after the date of the successful bid or transfer. Whether the Employer will consider such a result will be in the sole discretion of the Employer.

13.11 Each applicant will be informed in writing of the outcome of the job posting prior to consideration being given to applicants from outside the bargaining unit.

13.12 The Union shall be notified of all new hires and vacancies filled within ten (10) working days of the employee signing a job offer.

13.13 Successful applicants for vacancies shall be so advised by letter stating their new salary, benefits, start date, highest ranking Local Union Representative within Homes First Society, and any other details pertinent to the position.

Temporary Transfers & Temporary Vacancies

13.14 An employee who is transferred to a new position is entitled to a trial period of up to three (3) months. In the event that Homes First Society determines that the individual's performance in the new role is unsatisfactory, or if the employee is not satisfied with the position during the trial period, he/she shall be returned to his/her

former position, as the case may be, and salary without loss of seniority. Any employee hired or transferred as a result of the aforementioned transfer shall be returned to his/her former position. Employees will be informed of this condition in writing during the hiring or transfer process.

- 13.15** Any position which is open because of illness, accident, vacation, leave of absence or because the employee normally occupying it is on a Temporary Transfer, will be deemed to be a Temporary Vacancy. Temporary Vacancies shall not be deemed to be vacant for the purposes of this Article. Temporary Transfers shall be transfers for twelve (12) months or less. Temporary Vacancies shall be vacancies expected to last for twelve (12) months or less.

Temporary Vacancies in Community Housing Worker positions which are expected to last more than seventeen (17) weeks shall be posted pursuant to Article 13.07. Initially, only Relief Staff will be eligible to fill these vacancies. If a Relief Staff is not placed in the Temporary Vacancy for the Community Housing Worker position, the position may be filled by way of a Temporary Transfer pursuant to Article 13.02. If the Temporary Vacancy which is expected to last more than seventeen (17) weeks is not filled by way of a Temporary Transfer pursuant to Article 13.02, Homes First Society may fill the vacancy by way of a hire from outside the bargaining unit. Any such hiring will be in accordance with Article 13.16.

Where a Temporary Vacancy is supported by documentation that, at the time of the request for the leave of absence, or at the time of any request for an extension of that leave, establishes that the leave will last more than seventeen (17) weeks, and where it exists in a bargaining unit position other than the Community Housing Worker position, it shall be filled pursuant to general transfer and posting provisions in this Article.

Employment Equity

- 13.16** Notwithstanding the transfer and posting provisions of this Article, the Union and Homes First Society may agree that employment equity shall be the overriding consideration. Such agreements will be made in advance of job postings and may

be based on individual positions, groups of positions, classifications or other groupings of positions as appropriate.

13.17 Agreements under Article 13.16 will be based on an agreed-upon Employment Equity Plan and an analysis of workforce data and employment systems indicating that a designated group is or groups are under-represented.

13.18 It is recognized that in accordance with Section 14 of the *Ontario Human Rights Code*, Homes First Society's employment equity program shall not be considered a contravention of this Article.

Orientation

13.19 Homes First Society agrees to provide a period of orientation for all newly hired or newly assigned employees in order to familiarize staff with the duties of the position. Homes First Society agrees to provide fifteen (15) minutes during this orientation to a Union Representative to meet with the employee for purposes of Union orientation, with no loss of earnings to the Union Representative.

Recall Positions

13.20 In the event that an employee should be eligible to fill a vacancy as per Article 17.07 Right to Recall, that employee shall be offered the opportunity to fill that vacancy consistent with the terms of Article 13.08 prior to posting the position or transferring any employee.

Secondments

13.21 Secondment of Homes First Society's staff to other organizations requires the approval of Homes First Society. Written agreements concerning the job descriptions, conditions and term of such arrangements shall reflect the consensus of all parties affected. Such an agreement shall also require the approval of the Union. The Union, upon request, shall receive from the Employer a current and complete list of all employees on secondments, including their expected date of return to their home position in the bargaining unit. Such a request shall not be unreasonably denied.

- 13.22** Secondment agreements will contain all provisions as contained in this Collective Agreement. Terms and mechanisms for evaluation and termination shall be included in the contract which shall be for a maximum of one (1) year, and must be reviewed at least two (2) months prior to the end of the term.
- 13.23** Staff seconded from Homes First Society to any other organization for any length of time shall, upon completion of the secondment, be returned to their previous position, if it exists, or to another position with Homes First Society that is equal to the one held prior to the secondment in status and pay.
- 13.24** Any Relief Staff who is on the Relief Staff seniority list and who has worked in the same Temporary Transfer job for a period of twelve (12) consecutive months shall automatically be converted to full-time status with all rights and entitlements afforded to full-time employees. This provision will apply only to Temporary Transfers that commence after the date of ratification of this Collective Agreement.
- 13.25** Where an employee is seconded from a bargaining unit position to a position outside of the bargaining unit, he/she will have the ability to return to his/her former bargaining unit position within three (3) months of commencing work in the non-bargaining unit position.
- 13.26** Employees who are on secondment in a position outside of the bargaining unit will not accrue seniority during the period of the secondment.

ARTICLE 14 – PROBATIONARY PERIOD

- 14.01** A new employee shall be on probation for a period of ninety (90) days.
- 14.02** New employees shall have an evaluation to determine their suitability for the position no later than eighty-five (85) days following the first day of employment. Evaluations shall follow the process as outlined in Article 16 – Evaluations.
- 14.03** At the conclusion of the probationary period and dependent upon the results of an evaluation, the employee may attain seniority, and such seniority shall date from

the latest date of hire. Should the evaluation be unsatisfactory to Homes First Society, the employee's services will be either terminated or, after consultation with the Union, the employee's probationary period shall be extended for a period of up to ninety (90) days.

ARTICLE 15 – SENIORITY

15.01 Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of Homes First Society and shall be on a bargaining unit wide basis.

15.02 Seniority shall accumulate in the following circumstances:

- a) when actually at work;
- b) when absent on vacation or paid holidays;
- c) when absent from work due to sickness or accident,
- d) during the first thirty (30) days of an authorized unpaid leave of absence;
- e) while on pregnancy/parental leave;
- f) while on secondment to another bargaining unit position; and
- g) seniority does not accrue for unauthorized and/or unpaid leaves of absence.

15.03 Seniority shall terminate and an employee shall cease to be employed by Homes First Society when he/she:

- a) voluntarily quits his/her employment;
- b) is discharged and is not reinstated through the grievance procedure;
- c) fails to return to work within three (3) days following the termination of an authorized leave of absence without a satisfactory reason given to Homes First Society;
- d) has been laid off for 12 months; and
- e) having been notified to return to work from lay-off, he/she fails to notify Homes First Society within ten (10) working days of receiving notification that he/she will report to work or, after giving Homes First Society timely

notice of his/her intention to return to work, fails to report back to work within five (5) working days of the agreed-upon return date.

The date of receipt of notification shall be considered to be the earlier of the date on which Homes First Society's recall notice, sent by registered mail, is signed for in the presence of a postal employee, and seven (7) calendar days from the date of registration, the recall notice being sent to the last address of the person on lay-off as furnished by the employee.

- 15.04** Employees may be assigned to temporary management positions for not more than three (3) months at a time. Bargaining unit employees assigned to management positions for more than 12 months cumulatively within any 24 month rolling period shall lose all bargaining unit seniority and must re-apply as an external candidate for any bargaining unit position.

While a bargaining unit employee is assigned to a management position the bargaining unit employee must not participate in hiring, dismissal, discipline, or evaluation of other bargaining unit employees, and shall not have access to bargaining unit employee personnel files other than their own.

Seniority List

- 15.05** A seniority list shall be prepared by Homes First Society for employees covered by this Agreement. Such seniority list shall be updated annually and posted on the bulletin boards described in Article 12 by March 1st of each year. A copy of the list shall be supplied to the Union at the same time. In addition, Homes First Society will include a copy of the seniority list along with each employee's pay stub for the first pay period after March 1st. If an employee is absent from work and not on Homes First Society's payroll as of March 1st, Homes First Society will mail a copy of the new seniority list to the employee's last known address as shown on Homes First Society's records.

Employees will have a maximum of thirty (30) days from the date that the seniority list is posted on the bulletin boards to file any complaint with Homes First Society regarding the calculation of their seniority as posted. Any such complaint must be made in writing and submitted to the employee's immediate supervisor/manager.

The supervisor/manager shall provide the employee with a written acknowledgement confirming receipt of the complaint within seven (7) days of the date he/she received the complaint. If after the expiry of the thirty (30) day window for filing a complaint an employee believes that his or her seniority has been miscalculated, that employee must wait until after the next March 1st when the next seniority list is posted to submit his or her complaint.

If upon review of an employee's complaint regarding the calculation of his/her seniority it is determined that Homes First Society's calculation was incorrect, Homes First Society will correct the error and post an updated seniority list on the designated bulletin boards. The parties agree that if such a re-posting occurs, employees will not have a further thirty (30) days from the date of re-posting to file additional complaints regarding the calculation of seniority. Further, the parties agree that decisions made after of the expiry of the thirty (30) day window based on the seniority list cannot be grieved, and such decisions are not open to change or reversal. However, where a complaint is made within the thirty (30) day window which results in a correction to the last March 1st seniority list, the correction shall be applied retroactively to all decisions made since the most recently posted March 1st seniority list.

The parties agree that a timely complaint made under this Article which is not resolved may be treated as a grievance under the Collective Agreement, and that such grievance may commence at Step One: Grievance Resolution stage.

- 15.06 a)** Full-time employees shall accumulate seniority, according to Article 15.02, on the basis of 1950 hours or 2080 hours per year, depending on whether the employee works 37.5 hours per week or 40 hours per week. Full-time seniority shall accumulate from the last date of hire. Part-time shall accumulate seniority, according to Article 15.02, on the basis of hours worked since their last date of hire.
- b)** Where Homes First Society approves a written request made by an employee to move from full-time status to part-time status, or vice-versa, he/she shall retain the accumulated seniority hours attained at the date of

the change in status, and will accumulate future seniority in accordance with the new status.

ARTICLE 16 – EVALUATIONS

16.01 Objectives of the evaluation shall be to analyze employees' strengths and weaknesses in performing their assigned duties and to set out measurable goals and expectations which are to be met before the time of the next evaluation. Employees shall receive annual performance evaluations.

16.02 An employee shall have the right to grieve his/her performance evaluation through the grievance procedure only if the employee's overall performance rating is "does not meet expectations".

ARTICLE 17 – LAY-OFF AND RECALL

17.01 A lay-off is defined as a reduction in the workforce due to:

- a) a lack of work;
- b) a reduction or discontinuance of a service; or
- c) a reduction in regular weekly hours or salary.

The parties agree that transfers and terminations for just cause shall not be considered to be layoffs.

17.02 Homes First Society agrees to notify the properly elected local representative and an Ontario Public Service Employees Union representative two (2) months in advance of the expected date of implementation of a lay-off. However, in cases of emergencies that are beyond Homes First Society's control, Homes First Society will give as much notice of the lay-off as possible. Homes First Society further agrees to meet with the Union, through the Labour/Management Committee, to review:

- a) the reason(s) causing the lay-off;

- b) potential alternatives which may include the utilization of other means, such as normal retirements, leaves, transfers, job sharing, voluntary lay-off, etc. in order to prevent or minimize the effects of the contemplated action;
- c) the method of implementation, including the areas of cut-back and employee(s) to be laid off; and
- d) ways in which Homes First Society and the Union can assist employees to find alternate employment.

Job Security

17.03 No employee shall be laid off as a result of contracting out of work or services.

17.04 In the event of a reduction in the number of employees in the bargaining unit, the lay-off of staff shall be based on the following provisions:

- a) probationary employees performing the work in question shall be the first to be laid off and shall have no bumping rights;
- b) if more lay-offs are necessary after the lay-off of the probationary employee(s), Homes First Society will lay-off the permanent employee with the least seniority in the position to be laid off at the location in question, providing the employees left can perform the work remaining at that location. The permanent employee who is subject to the lay-off shall have the right to one of:
 - I. accept the lay-off and be placed on recall as outlined in Article 17.07;
or
 - II. bump the most junior employee in their Position Grouping (as defined in Article 13.03), providing they have the skills and ability for the other position and are willing to perform all of the duties and responsibilities of the position into which they wish to bump. The employee must advise Homes First Society as to his/her intention on whether or not he/she wishes to bump within ten (10) days of receiving the notification of his/her lay-off from Homes First Society.

Where the employee who was given a notice of lay-off successfully bumps the most junior employee in his/her Position Grouping, the employee who is bumped may bump the most junior employee in the other Position Groupings (viewed together), providing the bumping employee has more seniority than the employee to be bumped, and providing the employee has the skills, ability and qualifications for the other position and is willing to perform all of the duties and responsibilities of the position into which they wish to bump. The employee must advise Homes First Society as to his/her intention on whether or not he/she wishes to bump within ten (10) days of receiving the notification of his/her lay-off from Homes First Society. The employee who is bumped shall then be laid off and placed on recall pursuant to Article 17.07.

However, where an employee who is laid off or bumped does not have the skill and ability to perform the work of the most junior employee within their Position Grouping, or within one of the other Position Groupings, as the case may be, that employee may bump upward within their Position Grouping, or within one of the other Position Groupings, as the case may be. Such bumping may only occur in ascending reverse order of seniority, and providing the employee has the skills and ability for the other position and is willing to perform all of the duties and responsibilities of the position into which they wish to bump. The employee must advise Homes First Society as to his/her intention on whether or not he/she wishes to bump within ten (10) days of receiving the notification of his/her lay-off from Homes First Society. However, in no case shall an employee be permitted to bump a more senior employee. Further, if the employee who is laid off or bumped does not have the skills and ability to perform the work of a more junior employee in one of the Position Groupings, he/she shall be laid off and placed on recall pursuant to Article 17.07.

The parties agree that each original lay-off notice issued by Homes First Society can only result in a maximum of three (3) bumps.

- III. Accept the layoff, relinquish his/her recall rights, and receive a gross lump sum separation payment equal to two weeks of regular salary, less applicable deductions, for each completed year of employment to a maximum of ten weeks regular salary. Where the payout amounts to less than the employee's minimum entitlement to pay in lieu of notice of termination and severance pay under the *Employment Standards Act, 2000*, the employee will be guaranteed to receive those minimum termination and severance pay entitlements.

17.05 Notwithstanding Article 17.04, the parties agree that the provisions of Articles 13.16, 13.17 and 13.18 (Job Posting and Transfers) shall, with the appropriate modifications, be applicable if agreed to, in writing, in the event of lay-offs.

17.06 In the event of a lay-off, Homes First Society will provide employees with, at least, notice of lay-off as per the Ontario *Employment Standards Act, 2000*. It is understood that Homes First Society may, at its option, elect to give the employee pay in lieu of all or part of the notice period.

Recall Rights

17.07 Employees shall be placed on a recall list for a period of twelve (12) months commencing from the date of lay-off.

In the event of a vacancy, employees shall be recalled, in order of seniority from the most to least senior, provided that the employees have the necessary qualifications and ability to perform the available work, and subject to an orientation/training period of up to two weeks if Homes First Society deems that it is necessary. The employee's ability and qualifications will be determined at Homes First Society's sole discretion.

An employee recalled and reinstated to his/her former position shall receive the appropriate rate of pay for that position at the time of recall.

Benefit Coverage

- 17.08** Homes First Society agrees, in the event of lay-off, that an employee so affected may continue medical coverage for the period as outlined in Article 17.07 (subject to the terms of the plan and the approval of the insurance carrier) provided he/she pays Homes First Society the full premium costs of such participation not later than the twenty-fifth (25th) day of the month prior to the month in which the payment becomes due. If such payment is not made as aforesaid, the employee's participation in these plans shall be terminated forthwith.

ARTICLE 18 – SICK LEAVE

- 18.01** Employees earn sick leave at the rate of 9.375 hours per month of active service, for up to a maximum of 112.5 hours per year. Paid sick time is for the purpose of protecting against loss of income when an employee or a member of the employee's immediate household is legitimately ill or injured and for which compensation is not covered under the *Workplace Safety and Insurance Act, 1997*. A quarterly amount of 28.125 hours will be credited to each employee's sick bank on January 1st, April 1st, July 1st and October 1st.
- 18.02** Unused sick leave shall be carried over from one year of employment to the next to a maximum accumulation of forty-five (45) days. However, upon termination of employment, any unused sick leave shall be forfeited.
- 18.03** Homes First Society shall require a certificate verifying illness from a certified medical practitioner when an employee returns to work after three (3) or more consecutive working days of illness. Homes First Society shall reimburse employees for the expense incurred in supplying such certificate upon receipt of proof of payment to the doctor.

Following an extended sick leave, Homes First Society may, at its own expense, require an employee to attend a certified medical practitioner to verify fitness to return to work.

Employment Insurance Sick Benefits

- 18.04** During the waiting period between regular pay and the time that medical Employment Insurance or long-term disability commences, the employee may use sick credits, lieu hours, personal days and/or vacation days for the waiting period provided that they have been earned by the employee at the time when the waiting period commences.

During the period an employee is in receipt of Employment Insurance sick benefits, Homes First Society shall pay the difference between Employment Insurance benefits and two-thirds (2/3) of regular weekly earnings for the period of time the employee has qualified for benefits. In order to be entitled to receive and continue to receive this top up in compensation, the employee must provide Homes First Society with a letter from Human Resources Skills and Development Canada stating what their benefit coverage period will be, failing which the employee must provide Homes First Society with Employment Insurance benefit payment stubs as ongoing proof that he/she continues to be in receipt of Employment Insurance benefits. Where the timing of receipt of the payment stub by the employee is such that Homes First Society cannot be notified in time to ensure the top up is approved for the next payroll pay date, Homes First Society will provide the employee with a manual cheque for the top up amount for that pay period after receiving the payment stub from the employee.

Workplace Safety and Insurance

- 18.05** Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the *Workplace Safety and Insurance Act, 1997*, the employee may use sick credits, lieu hours, personal days and/or vacation days for the *Workplace Safety and Insurance Act, 1997*, benefit waiting period provided that they have been earned by the employee at the time when the waiting period commences.

- 18.06** Where a Workplace Safety and Insurance benefit is being paid, Homes First Society will continue to provide benefits coverage in accordance with the provisions of Article 25 – Health Care Benefits.
- 18.07** Where an award is made under the *Workplace Safety and Insurance Act, 1997* to an employee that is less than the straight time salary of the employee, the employee may use accumulated credits as outlined in Article 18.01 to top up the Workplace Safety & Insurance Board award to his/her regular straight time salary.
- 18.08** Where an employee who has used up all of his/her sick credits presents the Chief Executive Officer with medical documentation that clearly establishes that the employee has a “disability” within the meaning of the Ontario *Human Rights Code*, the employee will be permitted to convert up to ten (10) vacation day credits to sick credits.
- 18.09** An employee who has accumulated 35 sick days will be entitled to cash out and receive payment for up to five (5) vacation days from their current vacation bank. If this occurs, a corresponding number of days will then be removed from the employee’s vacation pay bank.

ARTICLE 19 – LEAVES OF ABSENCE

General – Return to Work

- 19.01** An employee wishing to return to work at any time prior to the original end date of any extended leave under Article 19 shall provide Homes First Society with four (4) weeks written notice of their intent to return giving the exact date he/she wishes to return. With the consent of Homes First Society, the employee may shorten the duration of any leave of absence as requested. Every reasonable effort will be made to accommodate the employee’s request.

Union Leave

- 19.02** Homes First Society, on receiving one (1) weeks’ notice in writing from the Union, will grant a leave of absence with pay and with no loss of credits to not more than two (2) employees at any one time to attend Union conventions or conferences. Such leaves shall not exceed an accumulated total of ten (10) days per year.

Union Executive Leave

- 19.03 (i)** Upon request of the Union, confirmed in writing, and provided that reasonable notice is given to Homes First Society, a leave of absence with no loss of pay and with no loss of credits may be granted to an employee elected as an Executive Board Member and/or Executive Officer of the Union, for the purpose of conducting the internal business affairs of the Union. Such a request will be made with respect to no more than one (1) employee at a time.
- (ii)** The Union will reimburse Homes First Society for salary and for salary-related benefit costs (e.g. E.I., C.P.P., O.H.I.P., insurance benefit premium payments, pension contributions) paid to, or in respect of, an Executive Board member and/or Executive Officer granted leave under this Article.

Pregnancy Leave

- 19.04 (a)** Pregnancy leave is a leave of absence without pay by reason of the employee's pregnancy for a period of seventeen (17) weeks. Pregnancy leaves of absence will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, except where the Collective Agreement provides a greater benefit, in which case the Collective Agreement governs this entitlement.

Parental Leave

- 19.04 (b)** Employees who take pregnancy leave are entitled to take up to 61 weeks of parental leave. Employees who do not take pregnancy leave are entitled to take up to 63 weeks of parental leave. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not come into the custody, care and control of a parent for the first time. All other parents must begin their parental leave no later than seventy-eight (78) weeks after the child is born or comes into the custody, care or control of the parent for the first time.

Other Statutory Leaves

- 19.04 (c)** Notwithstanding all the leaves and benefits entitlement in the Collective Agreement, a member of the bargaining unit shall be entitled to unpaid leaves as outlined in the Ontario *Employment Standards Act, 2000*. These include: Family Medical Leave, Crime-Related Child Disappearance Leave, Child Death Leave, Domestic or Sexual Violence Leave and Critical Illness Leave.

19.04 (d) Leaves Following Miscarriages

An employee who has a miscarriage or stillbirth more than seventeen (17) weeks before her due date is not entitled to a pregnancy leave in accordance with the *Employment Standards Act, 2000*. However, if an employee has a miscarriage or stillbirth within the seventeen (17) week period preceding the due date, the employee is entitled to a pregnancy leave under the *Employment Standards Act, 2000*. That pregnancy leave must commence no later than the date of the miscarriage or stillbirth.

The pregnancy leave of an employee who has a miscarriage or stillbirth ends on the date that is the later of seventeen (17) weeks after the leave began and 12 weeks after the date of the stillbirth or miscarriage.

Supplementary Employment Benefit (SEB)

- 19.05** Employees eligible to receive Employment Insurance benefits pursuant to section 22 of the *Employment Insurance Act* shall be paid a pregnancy leave allowance in accordance with the Supplementary Employment Benefit Plan. Under the *Employment Insurance Act* an employee is eligible to receive benefits for a period of up to fifteen (15) weeks. Homes First Society shall pay the difference between Employment Insurance benefits and ninety-five percent (95%) of regular weekly earnings for the period of time the employee has qualified for benefits. In order to be entitled to receive and continue to receive this top-up in compensation, the employee must provide Homes First Society with Employment Insurance benefit payment stubs as ongoing proof that he/she continues to be in receipt of Employment Insurance benefits. In order to be entitled to receive and continue to

receive this top-up in compensation, the employee must provide Homes First Society with a letter from Human Resources Skills and Development Canada stating what their benefit coverage period will be, failing which the employee must provide Homes First Society with Employment Insurance benefit payment stubs as ongoing proof that he/she continues to be in receipt of Employment Insurance benefits. Where the timing of receipt of the payment stub by the employee is such that Homes First Society cannot be notified in time to ensure the top up is approved for the next payroll pay date, Homes First Society will provide the employee with a manual cheque for the top-up amount for that pay period after receiving the payment stub from the employee.

- 19.06** The employee may use sick credits, lieu hours, personal days and/or vacation days for the two week waiting period between the last day of work and the commencement of Employment Insurance benefits provided that they have been earned by the employee at the time when the waiting period commences.

Supplementary Employment Benefit (SEB)

- 19.07** Employees eligible to receive Employment Insurance benefits pursuant to section 23 of the *Employment Insurance Act* shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. Under the *Employment Insurance Act* an employee may elect to receive parental benefits for a period of up to either thirty-five (35) weeks or sixty-one (61) weeks. Homes First shall pay the difference between standard parental Employment Insurance benefits under Section 12(3)(b)(i) of the *Employment Insurance Act* and ninety-five percent (95%) of regular weekly earnings for the period of time the employee has qualified for benefits up to a maximum of thirty-five (35) weeks. Employees who elect to receive extended parental Employment Insurance benefits under Section 12(3)(b)(ii) of the *Employment Insurance Act* of sixty-one (61) weeks of parental benefits will receive the same dollar amount of top-up payments from Homes First as those employees who elect to receive standard parental Employment Insurance benefits although the top up payments will be paid out over the sixty-one (61) week period. Additionally, employees who elect to receive extended parental

Employment Insurance benefits will receive \$250.00 per week for the weeks from thirty-six (36) through sixty-one (61). In order to be entitled to receive and continue to receive a top-up in compensation, the employee must provide Homes First Society with Employment Insurance benefit payment stubs as ongoing proof that he/she continues to be in receipt of Employment Insurance benefits. In order to be entitled to receive and continue to receive this top-up in compensation, the employee must provide Homes First Society with a letter from Human Resources Skills and Development Canada stating what their benefit coverage period will be, failing which the employee must provide Homes First Society with Employment Insurance benefit payment stubs as ongoing proof that he/she continues to be in receipt of Employment Insurance benefits. Where the timing of receipt of the payment stub by the employee is such that Homes First Society cannot be notified in time to ensure the top up is approved for the next payroll pay date, Homes First Society will provide the employee with a manual cheque for the top-up amount for that pay period after receiving the payment stub from the employee.

- 19.08** The employee shall continue to receive all benefits he/she is normally entitled to as an active employee provided that the employee must advise Homes First Society in advance of taking leave that he/she will pay the employee contribution portion of the benefits.

Extended Parenting Leave

- 19.09** An employee with one (1) year or more of seniority is eligible to receive extended parenting leave. An additional leave of absence of up to four (4) weeks without pay may be granted upon the employee's request. An employee granted a leave of absence under this Article shall continue to accumulate seniority while on such leave of absence.
- 19.10** Where possible, the employee shall give Homes First Society eight (8) weeks notice in writing of the day upon which he/she intends to commence his/her leave, at which time Homes First Society will furnish all the necessary information to be forwarded to those persons responsible for the administration and payroll records of The Organization.

19.11 When the employee reports for work upon expiration of the Pregnancy/Parental Leave, Homes First Society agrees to reinstate the employee in his/her former position or, if this is not possible, provide alternative work of a comparable nature at not less than her/his wages at the time the unpaid leave of absence began, plus any wage increase that took effect during this same period of time and without loss of benefits accrued to the commencement of the unpaid leave of absence plus any benefit improvement that took effect during this same period of time and accrued seniority.

19.12 Parental leave and extended parental leave in this Article pertain equally to same sex partners.

Personal Leave Time / Religious Observance Days

19.13 Employees shall be allowed up to a maximum of thirty seven and one-half (37.5) hours of personal leave time in each calendar year, accrued at 3.125 hours per month. A quarterly amount of 9.375 hours will be credited to each employee's personal leave bank on January 1st, April 1st, July 1st and October 1st. Paid personal leave must only be used for the purpose of caring for family illness needs, for attending doctor's and dentist's appointments, for other personal business, or for religious observance time-off. If an employee's employment is terminated prior to using the credits earned, an adjustment to the employee's pay will be made on termination. Similarly, where an employee becomes inactive prior to using the credits earned, an adjustment to his/her credit management and/or pay will be performed upon his/her return to active employment.

Except in the case of family illness or emergencies not covered by sick time, Homes First Society shall be notified in writing at least twenty-four (24) hours in advance of the personal leave time absence as a precondition to the employee being entitled to take the time-off as personal leave time. If neither exception applies and the employee does not provide the requisite twenty-four (24) hours written notice, and the employee does not attend work, he/she will not be paid for the work time missed.

However, where the employee's personal leave request is for religious observance, he/she will be granted leave, providing he/she gives Homes First Society twenty (20) calendar days' notice.

Bereavement Leave

- 19.14** An employee shall be entitled to up to three (3) consecutive working days leave with pay in the event of the death of a member of the employee's immediate family, or for the death of a person whose relationship is not one of immediate family but with whom the employee's relationship is comparable to that of the immediate family, e.g. a close friend. It is understood that this Article applies equally to family relationships of same sex partners.

Members of the immediate family shall include: a spouse or partner, child, parent, grandparent, grandchild, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-sibling, ward or former guardian.

By no later than January 31st each calendar year, each employee shall be responsible for providing Homes First Society with a list of up to ten (10) persons who are not members of the employee's immediate family, but who the employee considers are persons whose relationship is comparable to that of the immediate family, for purposes of entitlement to bereavement leave under this Article. Notwithstanding the ten (10) names given, employees shall only be entitled to bereavement leave for five (5) names on the list per year. The employee's list may only be updated once each year, in January. Unless the death is to a member of the employee's immediate family, the employee shall not be entitled to bereavement leave for the death(s) of persons who are not on the employee's list. Homes First Society reserves the right to require that the employee provide reasonable proof of death.

- 19.15** Where out-of-town travel is involved, an additional three (3) working days with pay may be requested in advance from Homes First Society or, in an emergency, obtained through approval from Homes First Society upon the employee's return to work.

19.16 An employee may apply for an additional leave of absence without pay or use vacation or lieu time for a period of up to three (3) weeks.

19.17 Bereavement leave is to be arranged with Homes First Society, but additional leave must be approved by Homes First Society.

Jury Duty

19.18 An employee who is selected for service as a juror will be compensated for loss of pay from his/her regularly scheduled shift due to such jury service. Such compensation will be based on his/her regular scheduled hours at his/her regular straight-time hourly rate less the fee received for his/her services as a juror. There will be no loss of benefits while an employee is serving on jury duty. However, should the employee present himself/herself for selection as a juror and not be selected, he/she is required to return to work to complete his/her remaining normally scheduled work day.

An employee who has been served with a subpoena as a witness shall be compensated for loss of pay for absence from his/her regularly scheduled shifts in order to attend court.

In order for an employee to qualify for payment under this Article, he/she must:

- (a) inform his/her supervisor within twenty-four (24) hours of his/her receipt of the selection notice as a juror or receipt of a subpoena and provide a copy of it to his/her supervisor; and
- (b) provide a written statement to Homes First Society indicating the date of his/her service as a juror or the date he/she is required to attend at court pursuant to a subpoena, the time so spent and the fee received for his/her services as juror.

Staff Education and Development

19.19 Homes First Society recognizes the need for employees to pursue professional and educational upgrading directly related to the work performed. Prior approval by Homes First Society is required concerning the timing of any leave of absence and expenses to be incurred before commencing any course of study or attending

educational conferences and seminars, the costs of which are to be reimbursed by Homes First Society upon it being provided with proof that the employee has successfully completed the course of study. Homes First Society will reimburse the approved costs to the employee within thirty (30) days of receipt of proof that the employee has successfully completed the course of study.

Extended Unpaid Leave

- 19.20** Subject to the requirements of Homes First Society, unpaid leaves of absence will be granted for up to twelve (12) consecutive months. Approval of the leave must come from the Chief Executive Officer or his/her designate. Only one leave of absence may be approved per employee during each calendar year. Approval of such leave will not be unreasonably withheld. Seniority will not accrue during this period except as provided for in Article 15.02 (d). Benefits will be maintained through payment by the employee by no later than the twenty-eighth (28th) day of the month prior to the month in which the payment becomes due. If such payment is not made as aforesaid, the employer shall notify the employee by registered mail that his/her participation in these plans will be terminated effective thirty working days from the date of posting the registered mail. An employee whose benefit coverage is terminated in these circumstances may reapply for reinstatement of benefits at any time during their leave of absence.

Prepaid Leave Plan (PLP)

- 19.21** The Prepaid Leave Plan (PLP) is a plan developed to afford bargaining unit employees the opportunity to take a maximum one (1) year leave-of-absence and to finance the leave through deferral of salary in an appropriate amount from the previous years, as outlined in the deferral period chosen. Such deferred salary is to be accumulated and together with interest to be paid out during the period of leave. The Prepaid Leave Plan is intended to be entirely funded by the employee and Homes First Society will assume no costs associated with the plan.

Application

- 19.22 Employees must make written application to the Chief Executive Officer, requesting permission to participate in the PLP and setting out the deferral program requested.

Approval

- 19.23 Written acceptance or denial with explanation will be forwarded to the applicant within thirty (30) days of receipt of the application.

Deferral Plans

- 19.24 An employee may take a PLP in increments of three (3) months to a maximum time period of twelve (12) months. The amount of salary dollars to be set aside shall be worked out between the employee and Homes First Society at the commencement of the plan.

Written Agreement

- 19.25 Following Homes First Society's approval, the employee and Homes First Society shall enter into a written agreement setting out the terms of the PLP agreed to, in compliance with the conditions herein.

Selection of Carrier

- 19.26 To be agreed upon by Homes First Society and the Union.

Terms and Conditions

- 19.27 The payment of salary and benefits during the deferral period and the _____ months/one year of leave shall be as follows:
- (i) In each year of the PLP preceding the period of leave, the employee will be paid a reduced percentage (in accordance with the PLP chosen by the employee from Article 19.26) of the annual salary. The remaining percentage of the annual salary and applicable allowances will be deferred, and this accumulated amount plus any interest earned shall be retained for the participant by the "plan manager" to finance the employee's year of leave.

(ii) **Interest Rate**

A statement of the amount standing to the participant's credit will be sent to the participant by the "plan manager" yearly on the anniversary of their entry into the plan.

(iii) **Benefits Structuring**

During the years of PLP prior to the period of leave, any benefits related to salary level shall be structured according to the salary the participant would have received during the deferral period had the employee not been in the PLP.

(iv) **Premium Cost**

A participant's coverage for medical coverage as outlined in Article 25 in effect immediately prior to the leave will be maintained during the leave of absence at the employee's option, if eligibility conditions permit.

(v) **Vacation, Holidays and Sick Leave**

During the period of leave, the employee shall not receive paid vacations or holidays as provided for in this Agreement; however, during the year preceding and the year following the leave, the employee will receive full vacation and holidays in accordance with this Agreement as if employment had been continuous and not interrupted by the period of leave.

(vi) **Seniority**

During the period of leave, seniority shall not accumulate for the entire period of the leave, except as outlined in Article 15.02 (c).

(vii) **Payout**

At the commencement of the period of leave, Homes First Society shall pay to the participant, the monies standing to the employee's credit.

Assignment on Return

19.28 On return from a leave under this plan, a participant will be assigned to the same position or to one of comparable value. If lay-off or displacement provisions have been applied during the leave period, the employee will be covered by the terms of Article 17 – Layoff and Recall. During the period of the leave, the employee's salary level will be adjusted in the same manner as for all bargaining unit members.

Withdrawal Rights

19.29 An employee may withdraw from the plan at any time prior to the commencement of the leave. An employee withdrawing from the PLP shall be paid a lump sum adjustment equal to monies deferred plus interest moneys accrued to the date of withdrawal from the PLP. Payment shall be made as soon as possible but must be made within thirty (30) calendar days after withdrawal from the PLP.

Leave Deferral

19.30 In the event that an employee is unable to commence his/her leave at the agreed upon date, the leave may be deferred for a period agreed upon between the employee and Homes First Society.

If a suitable replacement cannot be obtained for a participant who has been granted leave, Homes First Society may, up to six (6) months prior to the commencement of the leave, defer the period of the leave.

In either instance, a participant may choose to remain in the PLP for a period not to exceed one (1) year, or receive payment as outlined in Article 19.31.

Interest Accumulation

- 19.31** Should Article 19.32 result in a leave of absence being taken later than the intended period, any monies accumulated until the intended commencement date will continue to accumulate interest until the leave of absence commences.

On Leaving Employment

- 19.32** Any participant who resigns, or is terminated prior to commencement of the leave shall cease to be a participant in the PLP and shall receive payment as outlined in Article 19.31.

Death Clause

- 19.33** Should the participant die while enrolled in the PLP, any monies accumulated plus interest accrued at the date of death will be paid to the estate.
- 19.34** Upon approval from Revenue Canada that this income deferral scheme meets with their requirements, the amount of income tax to be deducted will be computed on the reduced salary of the employee.

ARTICLE 20 – VACATIONS WITH PAY

- 20.01** For purposes of all vacation entitlements in Article 20, employees' vacation time will be credited into employees' vacation banks in advance of its accrual on a quarterly basis on each of January 1st, April 1st, July 1st and October 1st, except in the first year of employment when employees will receive a prorated quarterly credit. If an employee's employment is terminated prior to earning the credits used, an adjustment to pay will be made on termination.

- 20.02** Employees hired after August 2016 shall be entitled to two (2) weeks of vacation during their first year of employment with Homes First Society. This vacation time shall be accrued at the rate of 0.83 days per month of active service.

Employees hired before August 2016 shall be entitled to three (3) weeks of vacation during their first year of employment with Homes First Society. This

vacation time shall be accrued at the rate of one and one-quarter ($1\frac{1}{4}$) days per month of active service.

New employees shall commence accumulation of annual vacation time from the date of hire. However, vacation may not be taken until an employee has completed the probationary period. Time off during the probationary period will be taken without pay, the terms of which must be negotiated with the responsible manager/supervisor.

20.03 Employees hired after August 2016 shall be entitled to three (3) weeks of vacation during their second and third year of employment with Homes First Society. This vacation time shall be accrued at the rate of one and one quarter (1.25) days per month of active service.

Employees hired before August 2016 shall be entitled to four (4) weeks of vacation during their second and third year of employment with Homes First Society. This vacation time shall be accrued at the rate of one and two-thirds ($1\frac{2}{3}$) days per month of active service.

20.04 Employees shall be entitled to one (1) additional day of vacation per year of service for the third (3rd) and fourth (4th) and fifth (5th) years of active employment.

20.05 Employees hired after August 2016 shall be entitled to four (4) weeks of vacation during their sixth year of employment with Homes First Society. This vacation time shall be accrued at the rate of one and two-thirds ($1\frac{2}{3}$) days per month of active service.

Employees shall be entitled to two (2) additional days of vacation for every three (3) years of active service from the start of the fifth (5th) year of employment. This prorated method of accrual will apply for all years of service subsequent to the 6th year and up to the 20th year as per the vacation chart on Schedule "B" to this Collective Agreement.

20.06 Employee vacation time off will be scheduled for each quarter of the year as follows: January 1st to March 31st (Quarter #1), April 1st to June 30th (Quarter #2), July 1st to September 30th (Quarter #3), and October 1st to December 31st (Quarter #4).

An employee who wishes to take vacation time off work must submit a written request for vacation in the form prescribed by Homes First Society to their supervisor/manager. A written request for vacation may be made at any time before, but not after, 5:00 pm. on December 15th for vacations in Quarter #1, 5:00 pm. on March 15th for vacations in Quarter #2, 5:00 pm. on June 15th for vacations in Quarter #3, and 5:00 pm. on September 15th for vacations in Quarter #4. In the written request, the employee must list his/her first, second and third preferences for vacation time off during the upcoming Quarter.

Homes First Society will review and approve vacation requests in order of seniority and considering employees' preferences, subject to operational restrictions and requirements existing at the time. The vacation schedule will be posted on the sixteenth (16th) day of the last month of each Quarter or, if the sixteenth (16th) day is not a business day, on the next business day.

Where an employee is not granted his/her first preference for vacation time-off, his/her second preference will be considered by Homes First Society. If the employee's second preference is not granted, Homes First Society will consider the employee's third preference. Each of the employee's preferences will be considered by Homes First Society, if necessary, before Homes First Society considers the next most senior employee's request for vacation time-off. Except in exceptional circumstances, the most senior employee who requests vacation time-off in the upcoming Quarter shall have his/her first preference for vacation granted.

Where an employee makes a written request for vacation time-off after 5:00 pm. on the last day of the second last month prior to the end of the Quarter, the approval of the vacation request will be in the sole discretion of Homes First Society, regardless of the level of seniority of the employee requesting the vacation.

20.07 Up to one year's vacation entitlement may be deferred and transferred to the next year at the employee's request.

20.08 Should an employee require medical treatment immediately prior to or during a scheduled vacation period, such that the illness interferes with the vacation period, the employee shall inform Homes First Society and request to be placed on sick leave until he/she returns to work at which time the vacation period will be re-scheduled. Those persons responsible for personnel records must be notified of any such changes.

Following an extended sick leave, Homes First Society may, at its own expense, require an employee to attend at a certified medical practitioner of the employee's choice to provide verification of illness.

20.09 Should one (1) or more paid holidays occur during an employee's vacation period, such vacation shall be extended by that number of days, or the employee shall be given the equivalent time off at a mutually agreed-upon time.

20.10 Upon termination of employment, the employee shall be compensated for any unused vacation days accrued at the regular rate of remuneration and according to the *Employment Standards Act, 2000*.

ARTICLE 21 – PAID HOLIDAYS

21.01 The following paid holidays, regardless of when they fall, will be granted with pay, to all employees:

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

All full-time employees may elect to take Family Day as an alternative to Easter Monday or the Civic Holiday for the next calendar year by sending an email to the Human Resources Department by no later than December 31st of that year.

When a paid holiday falls on a regularly scheduled day off, the paid holiday shall be observed on the next scheduled working day, and the employee will be paid for the number of hours they are scheduled to work on that day.

21.02 Employees who are required to work during a paid holiday must have the approval of Homes First Society. The employee working on a paid holiday shall receive his/her normal rate of pay plus one and one-half hours (1½) of time off for each hour worked.

21.03 Part-time employees shall be entitled to paid public holidays as provided under the *Employment Standards Act, 2000* of Ontario.

ARTICLE 22 – HOURS OF WORK

22.01 (a) The normal work week for employees who work non-rotating shifts shall be based on a standard work week of 37.5 hours per week. Non-rotating staff shall have the option of remaining at 37.5 hours per week or increasing their hours by 2.5 paid hours per week for a total of 40 hours per week.

(b) Employees who work rotating shifts and whose work requires them to remain in the shelter for an eight (8) hour shift as scheduled by Homes First Society shall have the option of either:

- i) accruing a one-half hour of paid lieu time-off for each eight (8) hour shift worked. Employees who accrue this lieu time shall take the paid lieu time-off in accordance with the procedure set out in Article 22.16; or
- ii) being paid for forty (40) hours per week instead of accruing lieu time-off work.

Employees must advise Homes First Society of their hours of work preference pursuant to Article 22.01 a) and b) above within one (1) month of ratification, and then by December 15th for the following calendar year of each year thereafter. For

the purposes of record keeping and shift work, the hours of work will commence at midnight Sunday.

22.02 Where shift work is required, a longer working day may be established.

22.03 Employees shall be entitled to two (2) paid fifteen (15) minute breaks. These breaks shall be timed so as to ensure compliance with the *Employment Standards Act, 2000*. Employees who work seven and one-half (7½) hours shall be entitled to a one-hour unpaid lunch. Employees whose work requires them to remain in the shelter for an eight (8) hour shift as scheduled by Homes First Society will be paid for a one-half hour lunch as set out in Article 22.01(b).

22.04 All employees shall complete and submit time sheets in the form provided, and as directed, by Homes First Society.

22.05 It is understood that attendance at employer-approved meetings and seminars are part of an employee's service, and travel time between work locations shall be considered time worked.

22.06 Employees shall be entitled to request that their regular hours of work be reduced. Pay and benefits for reduced work hours shall be pro-rated. The duration and time are to be negotiated with Homes First Society. Such requests shall be subject to operational requirements.

Job Sharing

22.07 The parties agree that job sharing may occur where there is mutual agreement between the employees who wish to job share, the Union and Homes First Society.

22.08 It is agreed that job sharing results from two (2) employees sharing a full-time complement position and that such position shall continue to be identified as a full-time position.

22.09 Homes First Society, the Union and the affected employees shall mutually agree to the hours of work.

- 22.10** Employees in a job sharing arrangement may be required to cover off one another's vacation period(s). Notwithstanding, every reasonable effort will be made to accommodate an employee where he/she has pre-existing long-term commitments.
- 22.11** Employees in a job sharing arrangement shall be accorded all working conditions and employee benefits contained in this Agreement, however, where applicable, they shall be pro-rated in accordance with the employee's hours of work.
- 22.12** In the event that one (1) employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason, the remaining employee will be offered the opportunity to assume the position on a full-time basis.
- 22.13** If the remaining employee declines the full-time position, Homes First Society will post the position internally as a job sharing position. However, if an employee is not found to fill the job share vacancy, the job share arrangement will be deemed to be ended and the employee laid-off and afforded all the rights of Article 17.
- 22.14** Notwithstanding Articles 22.12 and 22.13, the parties agree that a job sharing arrangement may not be filled when one (1) employee leaves due to operational requirements. The parties agree to discuss this issue through the Labour/ Management Committee should the need arise.

Requests for Time Off Work

- 22.15** With the exception of absences pursuant to Article 19.02 (Union Leave), Article 19.03 (Union Executive Leave), Article 19.10 (Extended Parenting Leave), Article 19.13 (Personal Leaves), Article 19.14 (Bereavement Leave), Article 19.18 (Jury Duty) and religious observance days under Article 21.02, where a full-time employee wishes to take scheduled time-off work, he/she must provide Homes First Society with a written request for such time-off in the form prescribed by Homes First Society by no later than the first (1st) day of the month prior to the month during which the employee wishes to take the time-off. Approval of such requests for time-off will be determined based on Homes First Society's

operational requirements and restrictions as determined by Homes First Society. Approvals of such requests for time-off will be set out in the schedule posted as of 5:00 pm. on the sixteenth (16th) day of the month or, if the sixteenth (16th) day is not a business day, on the next business day.

- 22.16** Where a full-time employee wishes to take scheduled time-off work, accumulated under Article 22.01 as lieu time, he/she must provide Homes First Society with a written request for such time-off in the form prescribed by Homes First Society by no later than one (1) week prior to the date he/she wishes to use the lieu time. No request will be unreasonably denied.

Change in Shift Schedules

- 22.17** In the event of a change in shift schedules, the Union and the affected employees shall receive four (4) weeks written notice of that change.

ARTICLE 23 – OVERTIME

- 23.01** Overtime shall be compensated at a rate of one (1) hour of lieu time for every hour worked in excess of forty (40) hours per week. Advance approval to work overtime must be obtained from Homes First Society.
- 23.02** Hours worked in one (1) week in excess of forty-four (44) hours shall be compensated in pay at one and one-half (1½) times the employee's regular hourly rate of pay.
- 23.03** Employees shall be allowed to accumulate overtime lieu time under Article 23.01 to a maximum of forty (40) hours. Where lieu hours reach 35 hours, the employee shall work with his/her supervisor/manager to mutually agree upon dates to reduce the number of banked lieu hours over the next quarter.
- 23.04** Should an employee qualify for monetary remuneration of overtime hours worked, as outlined in Article 23.02, the wage for overtime shall be based on their current hourly wage regardless of when such overtime is paid. Employees shall be

remunerated for approved accumulated overtime on her/his request to payroll upon termination.

ARTICLE 24 – SALARIES

24.01 Salaries paid to employees shall be as outlined in Schedule “A” of this Agreement. An employee shall be hired at Step 1 of the wage grid and shall progress to Step 2 after one (1) year of completed service. Progression to Step 3 on the wage grid shall occur upon completion of three (3) years of completed service.

24.02 Salary due to an employee shall be paid on a bi-weekly basis on every second Friday.

Shift Premium

24.03 Employees shall receive shift premiums of 75 cents per hour for all hours worked between 8:00 p.m. and 12:00 a.m., and \$4.00 per hour for all hours worked between 12:00 a.m. and 6:00 a.m. On Saturdays and Sundays, employees shall receive shift premiums of 50 cents per hour for all hours worked between 6:00 a.m. and 8:00 p.m.

Wage Rates for New Positions

24.04 When a new position in the bargaining unit is established by Homes First Society, Homes First Society shall advise the Union, in writing, of such new position, the position grouping and the rate of pay which is established. If so requested, within thirty (30) calendar days of such notice, Homes First Society shall meet with the Union through the Labour/Management Committee in order to negotiate an appropriate rate of pay for the position. Where the matter is not resolved following the meeting, the matter may be referred to arbitration in accordance with the Arbitration procedures as outlined in Article 11 of this Collective Agreement. It is understood that any Arbitrator shall be limited to establishing an appropriate rate of pay.

ARTICLE 25 – HEALTH CARE BENEFITS

25.01 Homes First Society shall provide coverage and pay complete premiums of the following benefits for all employees, his/her spouse and any dependents of the employee or his/her spouse (the term spouse is understood to include a spouse of the same sex as the employee), under the contract or policy terms of insurance currently in force.

Health Benefits

Drugs	100% coverage for prescribed drugs with \$6.00 dispensing fee cap.
Vision Care	Lenses and frames to a maximum of \$250.00 every 24 months for adults, and every 12 months for dependent children. Maximum of \$80.00 per year for eye exam for adults where OHIP does not cover that cost.
Major Medical	Hearing aids limited to \$1,000.00 every 3 years.
Private Nursing	100% coverage for in home private duty nursing limited to \$15,000.00 every 3 calendar years.
Paramedical	Coverage for physiotherapists, and other practitioners as per the benefits booklet, to a limit of \$600.00 per year per practitioner.
Out of Canada	Emergency medical treatment to a limit of \$1,000,000.00.

Dental Benefits

100% coverage for basic services, 80% coverage for endodontics, periodontics, denture repairs and complex surgery; 80% coverage for dentures, bridgework, restorations, 50% coverage for orthodontics for children to the age of 18 years.

Overall annual maximum per dependent of \$2,500.00 per calendar year with a lifetime maximum of \$1,500.00 for orthodontics. Payments will be based on the 2019 ODA fee schedule.

Survivor Benefits

Basic Life Insurance	2 times annual earnings to a maximum of \$500,000.00.
Basic AD & D Ins.	In the event of accidental death, dismemberment or paralysis due to accident – matches life benefit.
Dependent Life Ins.	Flat benefit of \$5,000.00 for spouse and \$2,000.00 for each dependent child.

Optional life and AD & D insurance is available through payroll deductions.

Disability Benefits

Long-Term Disability	60% of earnings to a maximum of \$5,000.00 per month. Payments are offset by CPP and QPP primary benefits. Benefits commence after 119 days of total disability and continue to age 65. Disability is defined as unable to do the duties of your own occupation for the first 24 months of benefit.
Premiums:	100% Employee paid.

25.02 It is understood that Homes First Society may, at any time, substitute another carrier for any plan outlined above, provided the benefits are equivalent or superior and are not reduced. Homes First Society agrees to notify the Union of any such change.

ARTICLE 26 – PERSONNEL FILES

26.01 An employee shall have the right to examine the contents of his/her personnel file in the presence of Homes First Society.

26.02 Employees may not alter nor remove information in their personnel files.

ARTICLE 27 – INCIDENTAL EXPENSES

27.01 Pre-authorized and reasonable out-of-pocket expenses incurred on Homes First Society's business will be repaid as they are incurred. All out-of-pocket expenses must be verified with receipts and invoices where applicable.

27.02 Employees are responsible to Homes First Society for clarification on the question of which expenses may be covered by clearing such questions with the appropriate persons.

27.03 Expenses may not be claimed more than sixty (60) days following the month in which they were incurred.

Mileage Reimbursement

27.04 Mileage rates paid to employees using their own cars upon approval of Homes First Society and on authorized Employer business shall be at the rate of 50 cents per kilometre. Homes First Society will also pay for preauthorized parking expenses, excluding parking tickets.

TTC Reimbursement

27.05 In the event that the employee uses TTC transportation for Homes First Society's business during the course of their working hours, he/she shall be reimbursed at the TTC single fare rate.

Meal Allowance

27.06 An employee who is required to work in excess of two (2) hours of overtime immediately following his/her scheduled hours of work shall be reimbursed for the cost of one meal up to a maximum of ten dollars (\$10.00). This Article shall not apply where free meals are provided.

Child Care

27.07 Employees shall be reimbursed for the cost of childcare, when attending meetings outside of their normal working hours to a maximum of \$200.00 per calendar year.

ARTICLE 28 – RETIREMENT AND PENSION PLAN

28.01 The employee shall give the Employer at least one (1) months' notice in writing of his/her expected date of retirement.

28.02 Homes First Society will make annual pension contributions to the Pension Plan of 6.1% of each participating employee's annual earnings on behalf of each participating employee. Each participating employee will be required to contribute 1.9% of their annual earnings to the Pension Plan. For participating employees who wish to increase their pension contributions, Homes First Society will match every additional 10th of a percent the employee contributes up to a maximum combined employee - Employer annual contribution of 10%.

ARTICLE 29 – GENERAL

Printing of the Collective Agreement

29.01 The printing and distribution of the Collective Agreement will be carried out by the Union within ninety (90) days of ratification of the new Collective Agreement. The parties will equally share in the cost of printing and in distributing sufficient copies to employees.

ARTICLE 30 – ALL STAFF TRAINING MEETING

30.01 Each year Homes First Society shall schedule not more than four mandatory All Staff Training Meetings that will last a minimum of three hours. The purpose of these meetings is to provide staff with training, and to discuss issues relevant to Homes First Society. Staff will be compensated at their regular hourly rate for the time spent at these meetings.

30.02 The Employer will not schedule full-time employees to work overnight shifts the nights before and on the day of an All Staff Training Meeting. Those employees will be permitted to make up the hours for the balance of their shift on the training day on a day(s) that is mutually agreed-upon with their supervisor or manager. It is the employee's responsibility to coordinate this scheduling with his/her

supervisor or manager within ten (10) days before or after the date of training. It is understood that the employee will not receive a reduced pay for the unscheduled shifts. Should the employee fail to coordinate or work the balance of the shift, his/her pay shall be reduced accordingly.

30.03 The Employer shall schedule the first 30 minutes of one of the mandatory All Staff Training Meetings that are held each year for joint Employer/Union training on agreed-upon labour relations matters that are relevant to the workplace. At the Employers discretion, additional joint Employer/Union training may be added to other All Staff Training Meetings.

ARTICLE 31 – RELIEF STAFF

31.01 Homes First Society shall employ Relief Staff employees. These Relief Staff employees shall not be covered by any provisions of the Collective Agreement except those specified in this Article. The following Articles apply to Relief Staff employees without amendment: Articles 1, 2, 3, 4, 5, 6, 7, 8, 9.01, 9.05, 9.07, 10, 11, 12, 13.07, 13.08, 13.10-13.18, 16, 24.04, 27, 29, 30, 31 and 33.

31.02 A Relief Staff employee shall be defined as one who is employed on an as needed basis to meet short-term or emergency staffing needs of Homes First Society.

31.03 Newly-hired Relief Staff employees shall serve a probationary period consisting of 675 hours worked over a minimum period of 6 months before acquiring seniority rights. A Relief Staff employee who completes 675 hours of work over a period of 6 months shall acquire seniority rights which shall then date back to the employee's last date of hire. During the probationary period, the Relief Staff employee shall have no seniority rights and shall be considered to be employed on a trial basis.

31.04 New Relief Staff employees will be evaluated to determine their suitability for continued employment no later than one week before the end of their probationary period. At the conclusion of the probationary period and dependent upon the results of the Relief Staff employee's evaluation, the Relief Staff employee may attain seniority, and such seniority shall date from the latest date of hire. Should

the evaluation be unsatisfactory to Homes First Society, the Relief Staff employee's services will be either terminated or, after consultation with the Union, the employee's probationary period shall be extended for a period of up to ninety (90) days.

31.05 No grievance may be submitted concerning the termination of employment of a probationary Relief Staff employee, except in cases where it is alleged that the termination was made in bad faith, or was made in a discriminatory manner in contravention of the Ontario *Human Rights Code*.

The parties agree that Relief Staff employees who have passed their probationary period shall only be dismissed for just cause.

31.06 Homes First Society will prepare a separate seniority list for Relief Staff employees which shall be updated and posted quarterly on March 1st, June 1st, September 1st and December 1st. Seniority shall be based on hours worked as of the end of the second last pay period prior to the scheduled date of posting.

Where a Relief Staff employee obtains a full-time position, his/her seniority will be calculated based on the number of regular non-overtime hours worked since the employee's last date of hire. These hours shall then be credited to his/her seniority as a full-time employee.

A Relief Staff's seniority shall terminate and he/she shall cease to be employed by Homes First Society when he/she:

- a) voluntarily quits his/her employment;
- b) is discharged and not reinstated through the grievance procedure;
- c) fails to contact Homes First Society within three (3) days following the termination of an authorized leave of absence, without a satisfactory reason given to Homes First Society, to confirm that they should be reinstated to the "on call" list and that they are available for Relief Staff shift work;

- d) has not worked despite having been offered no fewer than six (6) Relief Staff shifts in any three (3) consecutive calendar month period, unless the Relief Staff employee is on an approved leave of absence. Attendance at All Staff Training Meetings/training sessions does not count as hours worked for purposes of this Article; or
- e) has failed to attend a mandatory All Staff Training Meeting, and fails to take the required make-up training within three (3) months of the date of the training session.

31.07 Leaves of absence shall be granted to Relief Staff employees in accordance with applicable legislation. Further, Homes First Society may grant a leave of absence without pay to a Relief Staff employee for a period not to exceed twelve (12) months without loss of seniority.

31.08 Relief Staff employees working on statutory holidays, Easter Monday and/or the Civic Holiday shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay. A Relief Staff Employee on a full-time contract shall be governed by the provisions of Article 21.01 while in such contract.

Relief Staff employees working on a paid holiday as outlined in Article 21.01 shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay.

31.09 All Relief Staff hours of work shall be scheduled by Homes First Society pursuant to the processes set out below:

a) **Pre-Booking of Relief Staff Shifts**

All Relief Staff employees will be offered available Relief shifts for the upcoming month on the basis of seniority. For purposes only of being offered Relief shifts, probationary employees shall be deemed to have seniority since their last date of hire. Homes First Society will assign each Relief Staff employee a specific fifteen (15) minute time frame on a day between the seventh (7th) day and the fourteenth (14th) day of each month during which they are to telephone Homes First Society to review the

availability of Relief Staff shifts for the next month. During this telephone call, Homes First Society will assign the available Relief Staff shifts based on Relief Staff employees' indicated preferences and seniority, and up to the maximum number of hours each Relief Staff employee is allowed to work pursuant to this Article. If a Relief Staff employee does not telephone Homes First Society during the designated time frame, and instead telephones Homes First Society at a later time, the employee will only be eligible to be assigned to work the Relief shifts which are available at the time of that telephone call. However, no Pre-booked Relief Staff shifts will be assigned after 5:00 pm. on the fourteenth (14th) day of the month.

b) Non-Pre-Booking Relief Staff Shifts

Where Relief shifts other than Pre-booked Relief Staff Shifts and shifts to be filled during a Temporary Vacancy become available, Relief Staff employees will be telephoned in order of seniority and offered the available shifts. If the most senior Relief Staff employee is not available or cannot immediately commit to working the shift(s) being offered, the next most senior Relief Staff employee will be telephoned and offered the shift(s), and so on until such time as the available shift(s) has been accepted.

Homes First Society acknowledges that scheduling of Relief Staff is Homes First Society's responsibility. However, the parties agree that Homes First Society may assign the task of telephoning Relief Staff employees to make offers of work on available shifts to full-time employees in certain circumstances. If Homes First Society receives notice from an employee who is scheduled to work that he/she will be unavailable to work the scheduled shift more than 24 hours before the scheduled start of that shift, Homes First Society will be responsible for contacting and scheduling a Relief Staff replacement for that shift. However, where Homes First Society receives such notice 24 hours or less before the scheduled start of the shift, Homes First Society may assign the task of telephoning Relief Staff employees to make offers of work on the available shift(s) to full-time employees working at the site at which the shift has become available if the

supervisor/manager is not working at the time when Homes First Society is advised of the employee's unavailability for the shift. Such shift offers must be made in accordance with Homes First Society's practices and procedures, which will be set out in writing. Further, Homes First Society will meet with employees who may be required to make offers of work to Relief Staff to explain the processes and procedures which must be followed.

c) **Maximum Hours of Work**

Relief Staff employees may only accept up to a maximum of forty (40) hours in Pre-booked Relief Staff shifts for each work week. However, Relief Staff employees who have accepted Pre-booked Relief Staff shifts may also accept Non-pre-booked Relief Staff shifts providing that the total number of hours of Pre-booked Relief Staff shifts and Non-pre-booked Relief Staff shifts does not exceed forty-four (44) hours in each work week.

Relief Staff employees who accept only Non-pre-booked Relief Staff shifts may only accept a maximum of forty-four (44) hours of work for each work week. Further, where a Relief Staff employee has accepted a Pre-booked Relief Staff shift(s) and/or a Non-pre-booked Relief Staff shift(s), he/she must work that shift(s), except in circumstances of illness or emergency. If an employee misses two or more such scheduled shift(s) in any rolling two month period for reasons other than illness or emergency, the employee may be subject to discipline.

Where accepting an available Relief Staff shift would put a Relief Staff employee over the forty-four (44) hour per work week maximum, the Relief Staff employee must so advise the individual offering the shift.

Relief Staff who accept ten (10) or more shifts in a month and cancel four (4) or more of those shifts can only accept the number of shifts at the time of the next call in that is equal to the number of shifts they worked the month in which the cancellations occurred.

Where management authorizes a Relief Staff employee to work more than twelve (12) hours on a shift or more than forty-four (44) hours in a work week, the Relief Staff employee will be paid overtime in accordance with Article 31.10.

Where a Relief Staff employee reports to work as scheduled and the shift is already staffed as per the City of Toronto's shelter standards, he/she shall perform other duties as directed by management for four (4) hours pay at his/her straight-time hourly rate of pay.

All Relief Staff employees are responsible for tracking the number of hours they agree to work for each work week. All Relief Staff employees shall complete and submit to Homes First Society timesheets in a form provided, and as directed, by Homes First Society. Homes First Society will keep records of all relevant documentation relating to the shift scheduling process.

d) **Temporary Vacancies**

Temporary Vacancies shall be filled by in accordance with Article 13.14. Relief Staff who have discipline above the level of a verbal warning in their personnel file are not eligible to fill contracts.

e) **Changes in Shift Scheduling After the Schedule is Posted**

Once Homes First Society posts the shift schedule, employees who have been granted requested time-off must take the shift(s) off work. Further, once Relief Staff employees' requests for Relief Staff shifts are approved and the schedule posted, or the Relief Staff employee has accepted a Non-pre-booked Relief Staff shift, he/she must work those shifts, unless he/she cannot work the shift due to illness or emergency. Proof of illness, paid for in accordance with Article 18.03, or emergency must be provided to the Employer upon reasonable request. If an employee misses two or more such scheduled shift(s) in any rolling two month period for reasons other than illness or emergency, the employee may be subject to discipline.

Homes First Society must give a Relief Staff employee(s) at least seventy-two (72) hours' notice of the cancellation of a Relief Staff shift once it has been posted. If at least seventy-two (72) hours' notice is not given, the employee shall attend the shift anyway, and shall perform other duties as directed by management for four (4) hours. Homes First Society will pay the affected Relief Staff employee(s) four (4) hours pay at his/her regular hourly rate of pay for each such cancelled shift that is worked in these circumstances. However, no such payment will be made if the cancellation of the shift(s) is for a reason beyond Homes First Society's control.

31.10 Relief Staff employees shall be paid time and one-half (1½) their regular hourly rate of pay for all hours worked in excess of twelve (12) hours on a shift and all hours in excess of forty-four (44) hours in a work week. The parties agree that there shall be no pyramiding of compensation.

31.11 Relief Staff wage rates as set out in Schedule "A".

31.12 Where an employee wishes to be considered for a transfer from full-time employee status to Relief Staff status, he/she must make a written request to Homes First Society. The decision as to whether the transfer will be granted will be in the sole discretion of Homes First Society.

If Homes First Society authorizes the transfer of the full-time employee to Relief Staff status, the employee will have their seniority as a full-time employee recognized. The employee will not have to serve an additional probationary period. If in the future the employee returns to full-time status, providing there is no break in employment, he/she shall do so with the seniority they had previously accrued as a full-time employee plus the seniority they have accrued as a Relief Staff employee.

31.13 Relief Staff shall be paid 7% of their gross earnings in lieu of receiving employment benefits under the Collective Agreement.

Relief Staff Meetings

31.14 Homes First Society will ensure that each Relief Staff member is scheduled to attend two of the scheduled meetings for 24 hour full-time staff each year. Relief Staff will be paid for three hours regular pay for each such meeting they attend. The purpose of the meetings will be to discuss client issues, client safety and other site-related issues. The focus will be on establishing and following a team approach to dealing with these issues. Relief staff who do not attend compulsory training sessions will be taken off the Relief list until such time as they obtain the training missed. If a Relief Staff employee is on a contract, he/she is eligible to attend the staff meetings that take place at the site where the employee is working as per the contract. Attendance at compulsory training sessions does not count as hours worked for purposes of Article 31.06(d).

ARTICLE 32 – PART-TIME EMPLOYEES

32.01 A part-time employee is an employee whose scheduled hours of work are less than thirty-seven and one-half (37 ½) hours per week.

32.02 Part-time employees shall be accorded all rights and benefits of the Collective Agreement on a pro-rated basis according to their hours of work:

1. seniority for part-time employees shall accumulate based on the hours worked.
2. a part-time employee's entitlement to pay and benefits shall be based on the ratio that his/her hours bear to full-time employment.
3. part-time employees shall receive one (1) year of service credits for purposes of determining vacation entitlement, salary progression and severance benefits for every twelve (12) months of service.
4. seniority accrued in part-time service shall be interchangeable with full-time service.





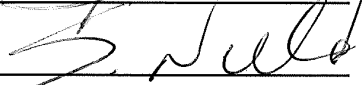

5. attendance at all training sessions and conferences shall be subject to the approval of Homes First Society.

ARTICLE 33 - TERM OF COLLECTIVE AGREEMENT


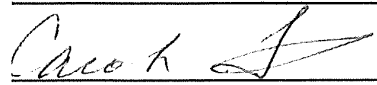
33.01 This Agreement shall be effective from March 1, 2018 until February 28, 2022, and shall continue in effect from year to year thereafter unless either party gives to the other party, notice in writing within ninety (90) days prior to the expiry date of this Agreement , of its desire to terminate or amend this Agreement.

Dated in Toronto, Ontario, this 19th day of November, 2020

For the Union

For Homes First Society

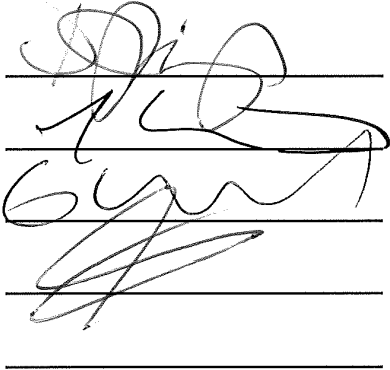
MEMORANDUM OF UNDERSTANDING #1 Re: Transfers

Homes First Society agrees to notify the properly elected local representative and an Ontario Public Service Employees Union representative two (2) months in advance of the expected date of implementation of a transfer which is expected to be for a duration of one month or more.

The parties agree that this Memorandum of Understanding will not apply to transfers implemented under Article 13 of the Collective Agreement.

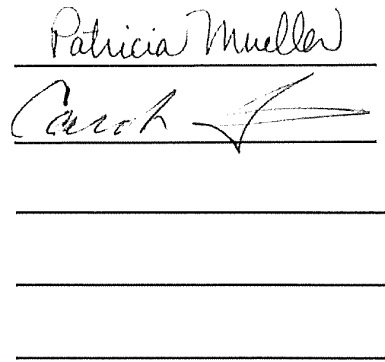
Dated in Toronto, Ontario, this 19th day of November, 2020

For the Union



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For Homes First Society




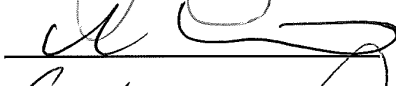

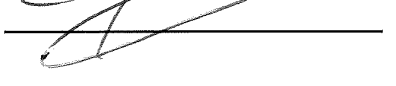

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MEMORANDUM OF UNDERSTANDING #2 Re: Employment Equity Committee



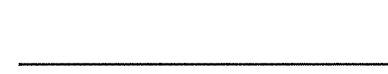


Homes First Society and the Union agree that the Employment Equity Committee will meet every two (2) months during the term of the current Collective Agreement with a view of establishing an employment equity plan.

Dated in Toronto, Ontario, this 19th day of November, 2020

For the Union

For Homes First Society

MEMORANDUM OF UNDERSTANDING #3 Re: Health & Safety Training

CPR and First Aid Training

1. Homes First Society agrees that it will fund training in the areas of CPR and First Aid for all post-probationary employees who do not hold valid certificates in these areas as of the date scheduled for the training, which shall be updated yearly. Such training will be provided by a training program of Homes First Society's choosing.
2. No funding for CPR and First Aid training will be provided to Relief Staff unless they have worked at least six shifts within the three months immediately preceding the scheduled date of training.
3. All eligible employees will be required to take the CPR and First Aid training. With the exception of Relief Staff, for whom the training is optional and who will take the training on their own time, eligible Employees will be paid their regular hourly rates for the hours spent in the training sessions. Homes First Society will incur the wage costs of replacement Relief Staff for those employees who work at Homes First Society's 24 hour sites.
4. The parties agree that the training will take place over the first 24 months after the date of ratification of the Collective Agreement. Training will be scheduled at various times during this period to accommodate the operational requirements of Homes First Society. However, the parties further agree that where new employees are hired near the end of the 24 month period and it is not possible for training to take place prior to the expiry of the 24 months, such employees will receive training as soon as it is practical in the circumstances.
5. Homes First Society also agrees to fund re-qualification training in CPR and First Aid for eligible employees who hold a valid certificate(s) as of the date of ratification of the Collective Agreement in the event that such re-qualification becomes necessary during the life of the Collective Agreement.


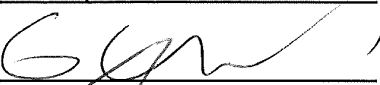

6. It is mandatory for all full-time staff to complete WHMIS training, which must be updated every seven (7) years. Employees will be paid their regular hourly rates for the hours spent in these training sessions. Homes First Society will schedule this training.

Non-Violent Crisis Intervention and Self-Defence Training






1. Homes First Society agrees that it will fund training in the areas of Non-Violent Crisis Intervention and Self-Defence for all post-probationary employees who do not hold a valid certificate in these areas as of the date scheduled for the training. Homes First Society will provide a list of qualified training program providers and eligible employees may select their training courses from among those training program providers. Homes First Society will schedule this training.
2. No funding for Non-Violent Crisis Intervention and Self-Defence training will be provided to Relief Staff unless they have worked at least six shifts within the six months immediately preceding the scheduled date of training.
3. Eligible employees who wish to take the training shall do so on their own time. The training must take place within the life of this Collective Agreement.
4. Homes First Society also agrees to fund re-qualification training in Non-Violent Crisis Intervention and Self-Defence for eligible employees who hold a valid certificate(s) as of the date of ratification of the Collective Agreement in the event that such re-qualification becomes necessary during the life of the Collective Agreement.

Dated in Toronto, Ontario, this 19th day of November, 2020

For the Union

For Homes First Society

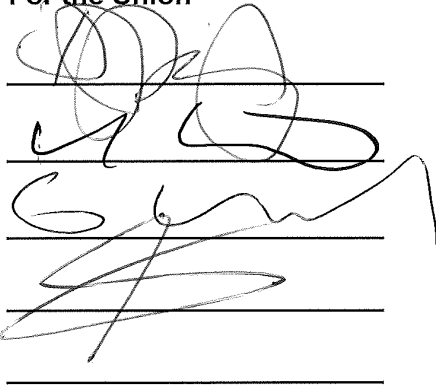






MEMORANDUM OF UNDERSTANDING #4 Re: Critical Incident Response Team

The parties agree that a Committee will be established to discuss the creation of an internal Critical Incident Response Team. The Committee will be comprised of three representatives from management and three representatives from the bargaining unit staff. The Committee will meet within one month of the date of ratification of the Collective Agreement. The members of the Committee will discuss the terms of reference for the Team. However, the purpose of the Team will be to provide support to staff on an as-needed and as available basis. Homes First Society will agree to pay for appropriate training of members of the Team once it is established.

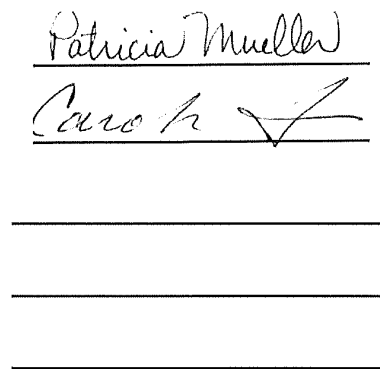
Dated in Toronto, Ontario, this 19th day of November, 2020

For the Union



Four handwritten signatures are written over four horizontal lines.

For Homes First Society



Two handwritten signatures are written over two horizontal lines. The first signature is "Patricia Mueller" and the second is "Carol". Below these are two more empty horizontal lines.

MEMORANDUM OF UNDERSTANDING #5 Re: Training

a) Mandatory Training for Employees

It is mandatory for all staff to complete position/site-specific training required by the City of Toronto, other regulatory bodies or by legislation. Full-time employees will be paid their regular hourly rates for the hours spent in the training sessions. Full-time employees whose training is scheduled for less than their regular shift hours will be paid for the time spent in the training session, and they will be permitted to make up the hours for the balance of their shift on the training day at a day(s) that is mutually agreed-upon with their supervisor or manager. It is the full-time employees' responsibility to coordinate this scheduling with his/her supervisor or manager within ten (10) days before or after the date of the training. Homes First Society will incur the wage costs of replacement Relief Staff for those full-time employees who work at Homes First Society's (24) hour sites when they attend the training sessions. This training must include Shelter Standards, Crisis Prevention, First Aid & CPR, WHMIS, Bed Bug Training, Anti-Racism/Anti-Oppression and Case Management, and any other training courses as may be mandated by the City of Toronto and/or other regulatory bodies or by legislation. Homes First Society will schedule this training.

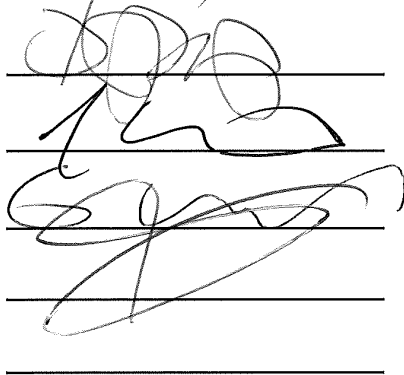
Relief Staff employees who have taken the mandatory training must provide proof of completion of the training, failing which they will be required to take the training on the terms set out herein. Relief Staff employees who have not already taken the mandatory training will be paid their regular hourly rates for the hours spent in the training sessions. Relief Staff employees must take the training within the first 1950 hours that they work following the ratification of this Collective Agreement. Relief Staff employees who fail to take the required training within these time frames will not be permitted to book Relief Staff shifts until they have taken the training. Furthermore, Relief Staff employees will only receive the training if they have worked at least six shifts within the three months immediately preceding the scheduled date of training.

b) Missed Training Sessions

If any employee has been booked and notified for any training that he/she subsequently becomes unable to attend, the employee must provide Homes First Society with at least seven-business days' notice of his/her inability to attend the training prior to the scheduled training date. If any training is missed without such prior notice, or if the training is missed without reasonable cause, Homes First Society will require the training cost charged to Homes First Society to be paid for by the employee.

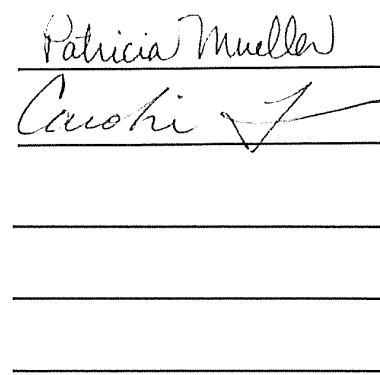
Dated in Toronto, Ontario, this 19th day of November, 2020

For the Union



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For Homes First Society



Two handwritten signatures, "Patricia Mueller" and "Cirochi", are written over two horizontal lines. Below these are two more empty horizontal lines.

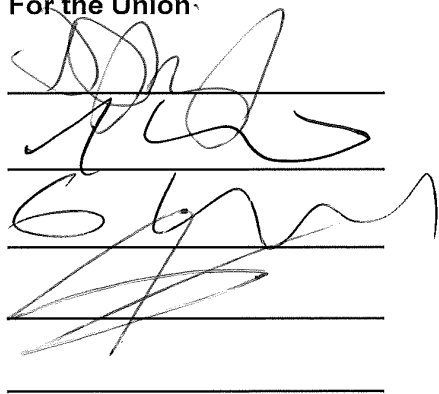
MEMORANDUM OF UNDERSTANDING #6 Re: Mediation

During the 2015 round of negotiations, the parties discussed but did not agree upon a mediation process in the grievance procedure, as an enhancement to resolve grievances in a timely fashion. The parties agree that within ninety (90) days of ratification, they shall meet to continue discussions on a mediation process for grievances. Such discussions will be in an effort to address if mediation is of benefit to the parties and what such process would look like.

If the parties reach agreement on a mediation process, such agreement will be communicated to the membership for implementation purposes. In addition, unless one of the parties gives the other ninety (90) days written notice that it no longer wishes to participate in the mediation process, such agreement shall be in effect for the remainder of the term of this Collective Agreement. If the mediation process is still in effect as of the expiry of the Collective Agreement, it may be reviewed for inclusion in the next Collective Agreement during the next round of negotiations.

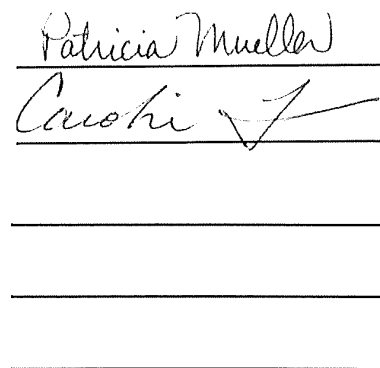
Dated in Toronto, Ontario, this 19th day of November, 2020

For the Union



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For Homes First Society



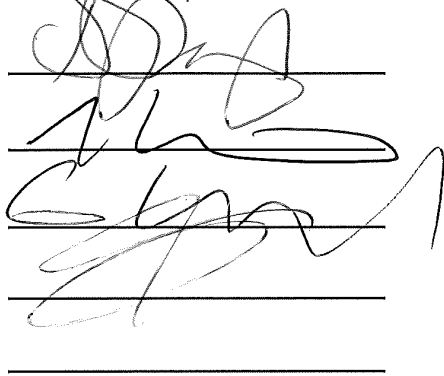
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MEMORANDUM OF UNDERSTANDING #7 Re: Relief Staff Benefit Coverage

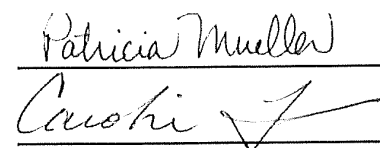
The Employer shall, within (90) days of the signing of this Collective Agreement, facilitate a meeting with an insurance carrier who may be able to provide Relief Staff with options for securing benefit coverage at their own expense.

Dated in Toronto, Ontario, this 19th day of November, 2020

For the Union



For Homes First Society



MEMORANDUM OF UNDERSTANDING #8 Re: Workload

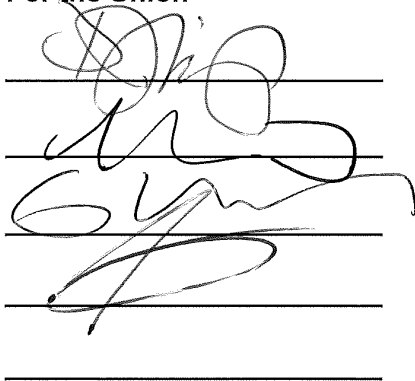
The parties agree that one of the purposes of the Labour Management Committee (LMC) includes addressing workload issues presented by staff.

This includes discussing processes and/or tools to measure the workload of employees.

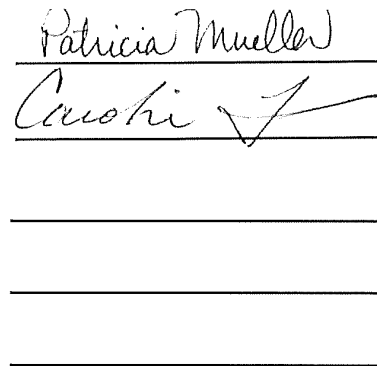
The parties agree that the Labour Management Committee will meet within thirty (30) days of ratification of the Collective Agreement to specifically address workload issues

Dated in Toronto, Ontario, this 19th day of November, 2020

For the Union

Four handwritten signatures in black ink are written over four horizontal lines. The signatures are stylized and cursive.

For Homes First Society

Two handwritten signatures in black ink are written over two horizontal lines. The first signature is "Patricia Mueller" and the second is "Cassidy". Below these are two more empty horizontal lines.

SCHEDULE "A" - Wage Grids

March 1, 2018 Full-Time Employees' Wage Rate			
Steps	Hourly Rate	Wage Rate at 37.5 hours per week	Wage Rate at 40 hours per week
Step 1	\$23.40	\$45,629.38	\$48,671.34
Step 2	\$24.10	\$46,999.00	\$50,132.27
Step 3	\$24.34	\$47,454.47	\$50,618.10

March 1, 2019 Full-Time Employees' Wage Rate			
Steps	Hourly Rate	Wage Rate at 37.5 hours per week	Wage Rate at 40 hours per week
Step 1	\$24.10	\$46,998.26	\$50,131.48
Step 2	\$24.83	\$48,408.97	\$51,636.24
Step 3	\$25.07	\$48,878.10	\$52,136.65

March 1, 2020 Full Time Employees' Wage Rate			
Steps	Hourly Rate	Wage Rate at 37.5 hours per week	Wage Rate at 40 hours per week
Step 1	\$24.82	\$48,408.21	\$51,635.43
Step 2	\$25.57	\$49,861.24	\$53,185.33
Step 3	\$25.82	\$50,344.45	\$53,700.75

March 1, 2021 Full Time Employees' Wage Rate			
Steps	Hourly Rate	Wage Rate at 37.5 hours per week	Wage Rate at 40 hours per week
Step 1	\$25.57	\$49,860.46	\$53,184.49
Step 2	\$26.34	\$51,357.08	\$54,780.89
Step 3	\$26.59	\$51,854.78	\$55,311.77

Relief Staff Wage Rate				
Steps	Hourly Wage Rate March 1, 2018	Hourly Wage Rate March 1, 2019	Hourly Wage Rate March 1, 2020	Hourly Wage Rate March 1, 2021
Step 1	\$19.34	\$19.92	\$20.52	\$21.14
Step 2	\$20.64	\$21.26	\$21.90	\$22.56
Step 3	\$22.19	\$22.85	\$23.54	\$24.24

SCHEDULE "B" - Vacation Accrual

Beginning in:	Hired After August 2016	Hired Prior to August 2016
Year 1	10 days	15 days
Year 2	15 days	20 days
Year 3	15 days	21 days
Year 4	16 days	22 days
Year 5	17 days	23 days
Year 6	24 days	24 days
Year 7	24 days	24 days
Year 8	26 days	26 days
Year 9	26 days	26 days
Year 10	26 days	26 days
Year 11	28 days	28 days
Year 12	28 days	28 days
Year 13	28 days	28 days
Year 14	30 days	30 days
Year 15	30 days	30 days
Year 16	30 days	30 days
Year 17	32 days	32 days
Year 18	32 days	32 days
Year 19	32 days	32 days
Year 20	34 days	34 days