

LANGUAGE FOR SIGN OFF

COLLECTIVE BARGAINING NEGOTIATIONS 2022

BETWEEN
Ontario Public Service Employees Union
And it's Local 540
AND
Homes First Society
Full-Time, Part-Time, and Relief Staff

Subject to ratification, the parties agree to replace the current Articles in the Collective Agreement with the following amended or new Articles:

11.01 If the grievance is not settled at the Grievance Resolution **Meeting** 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.

18.08 Where an employee who has used up all of ~~his/her~~ **their** 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.

- The parties agree to move Articles 18.08 and 18.09 to be right above the heading “Employment Insurance Sick Benefits” and thus be renumbered to be Articles 18.04 and 18.05 (with the remaining articles in Article 18 being renumbered accordingly).

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 31st (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 ~~via email to their supervisor/manager 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, ~~one month before the employee wishes to take off the vacation. 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 ~~their~~ 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 ~~their~~ first preference for vacation time-off, his/her ~~their~~ 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 with one month's notice ~~in the upcoming Quarter~~ shall have his/her ~~their~~ first preference for vacation granted.

~~20.07 Up to one year's vacation entitlement may be deferred and transferred to the next year at the employee's request.~~ **The Employer will defer and transfer up to one year of an employee's vacation entitlement to the next calendar year.**

22.01 (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 ~~who wish to change~~ **must advise Homes First Society** of their hours of work preference pursuant to Article 22.01 a) and b) **must make a written request to Human Resources to do so. This change will be made within a month of the request.** ~~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.

MEMORANDUM OF UNDERSTANDING #6 Re: Mediation

- The parties agree to delete this Memorandum of Understanding.

- The parties agree to renew MOU #2 and MOU #4.

20 June 2022 | 11:35 AM EDT

Dated this day of , 2022.

FOR THE EMPLOYER:

DocuSigned by:

Caroline Ferris

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Brenda De Andrade

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FOR THE UNION:

DocuSigned by:

James Sommerville

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David Crail

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