

# **COLLECTIVE AGREEMENT**

Between:

**WOODGREEN COMMUNITY SERVICES**  
(“WoodGreen”)

And:

**WORKERS UNITED CANADA COUNCIL**  
on its own behalf and on behalf of  
**its Local 154**

(“Union”)

**Effective: April 1, 2020 – March 31, 2023**



*An SEIU Affiliate*



**WOODGREEN**

Opportunity made here.

# **Workers United Canada Council**

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## Table of Contents

Article 1 - Purpose.....	1
Article 2 - Recognition .....	1
Article 3 – Management Rights .....	2
Article 4 - Definitions.....	2
Article 5 – Union Security .....	3
Article 6 - Union Representative.....	4
Article 7 – No Discrimination, No Harassment .....	5
Article 8 – No Strikes/No Lockouts.....	5
Article 9 – Labour Management Committee.....	6
Article 10 – Discipline and Discharge.....	6
Article 11 – Probation Period .....	7
Article 12 – Grievance Procedure .....	8
Article 13 – Policy Grievance .....	9
Article 14 – Group Grievance.....	9
Article 15 – Arbitration Procedure .....	10
Article 16 - Seniority .....	10
Article 17 – Job Vacancies .....	12
Article 18 – Layoff and Recall.....	13
Article 19 – Leave of Absence.....	14
Article 20 – Bereavement Leave .....	16
Article 21 – Court Duty .....	16
Article 22 – Cultural Days.....	17
Article 23 – Sick Leave.....	17
Article 24 – Paid Holidays .....	19
Article 25 – Vacations and Vacation Pay .....	20
Article 26 – Workers’ Compensation.....	22
Article 27 – Pregnancy and Parental Leave.....	23
Article 28 – Inclement Weather .....	24
Article 29 – Staff Development & Professional Licencing .....	24
Article 30 – Wages .....	25
Article 31 – Job Classifications.....	25

Article 32 – Hours of Work ..... 26

Article 33 – Hours of Work and Schedules for Personal Support Workers..... 28

Article 34 – Health and Safety ..... 31

Article 35 – Contract Employees ..... 32

Article 36 – Benefits ..... 33

Article 37 – Reimbursement ..... 36

Article 38 – Duration ..... 37

Appendix A – Retirement Savings Programs..... 38

Appendix B – Bed Bugs ..... 39

Appendix C – Regularly Scheduled Shifts for PSW’s ..... 40

Appendix D – Overtime in the Child Care Unit..... 41

Appendix E – Pregnancy and Parental Leave Income Benefits ..... 42

Appendix F – Mandatory Training in the Child Care Unit..... 43

Appendix G – Personal Support Worker Form of Commitment ..... 44

Appendix H – Job Postings ..... 45

Appendix I – Wage Enhancements ..... 46

Appendix J – Former AIS Employees ..... 47

Appendix K – Pay Grid ..... 50

Appendix L – Contracting Out ..... 51

Appendix M – Prevention of Mental Health Injury ..... 51

Appendix N – Bill 124 ..... 51

Appendix O – Protection from Workplace Violence ..... 51

Appendix P – Schedule of Positions ..... 52

Appendix Q – Salary Grid – Permanent Full Time Staff ..... 55

Appendix R – Pay Grid – Contract Staff Salaried and Hourly ..... 57

Appendix S – Pay Grid – Casual and Part-time Staff..... 59

Appendix T – Pay Grid – Home Help Workers/Personal Support Workers ..... 61

Signature Page..... 63

## **ARTICLE 1 – PURPOSE**

1.01 The purpose of this agreement is to provide settled and just conditions of employment for bargaining unit employees. Both WoodGreen and the Union agree that joint discussion and negotiation are preferred means of resolving any disagreement. It is the purpose of this Agreement to promote and maintain mutual understanding and cooperation and to establish an orderly, harmonious collective bargaining relationship between WoodGreen and its Employees. This Agreement will also foster and promote the efficient delivery of a high standard of service to the community by WoodGreen, its Employees and other key Stakeholders.

## **ARTICLE 2 – RECOGNITION**

2.01 WoodGreen recognizes the Union as the sole collective bargaining agent for all Employees of WoodGreen, in the City of Toronto, save and except:

- Assistant Supervisors and Managers;
- Persons above the rank of Assistant Supervisors and Managers;
- Executive Assistant to the President;
- Co-ordinator of Transportation and Food Programs’;
- Co-ordinator of Supportive Housing;
- Co-ordinator of Homemaking;
- Volunteer Services Co-ordinator;
- Network Administrator;
- Accounting Administrator;
- Payroll Administrator;
- Co-ordinator of Homemaking and Client Services;
- Administrative Co-ordinator Employment and Training;
- Planning Assistant;
- Fund Development Assistants;
- Intern students and persons placed by WoodGreen with other employers, for the purposes of job training.

2.02 The Union and WoodGreen agree that, except as permitted by Article 2.03, employees who are not members of the bargaining unit will not be scheduled to work and perform duties under any of the classifications unless in an emergency.

2.03 WoodGreen may schedule the following employees to work and to perform duties under any of the classifications within the program/unit at any time:

- (i) Assistant Supervisors in the Childcare program;

- (ii) Managers and other employees covering absences of duration not greater than 3 months, including but not limited to vacations and sick days;
- (iii) Any non-bargaining unit employees in programs employing not more than 5 full-time employees.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 Except as limited by a provision of this Agreement, WoodGreen shall continue to have the undisputed right to take any action it deems appropriate in the management of WoodGreen and direction of the work force. All inherent and common law management functions and prerogatives which WoodGreen has not expressly modified and restricted by a specific provision of this Agreement are retained and vested exclusively in WoodGreen.
- 3.02 WoodGreen agrees to exercise its management rights in accordance with the terms of this collective agreement, to comply with the Ontario Labour Relations Act, and act in good faith and without arbitrariness in dealing with the workforce.

### **ARTICLE 4 – DEFINITIONS**

- 4.01 Permanent Full Time: A permanent full time employee is regularly scheduled for 28 hours or more per week and is paid on a salary or on an hourly basis. This definition excludes Personal support workers.
- 4.02 Part-Time: An employee who is regularly scheduled to work less than 28 hours per week and is paid on an hourly basis. This definition excludes Personal support workers.
- 4.03 Casual Employee: An employee who works on an as needed basis to meet replacement and/or additional staffing needs of WoodGreen and is paid on an hourly basis. This definition excludes Personal support workers.
- 4.04 Contract: An employee who is hired for a specific job and for a specific time frame. Without limiting the generality of the foregoing this includes employees hired with short-term project funding or persons filling in short-term vacancies within the bargaining unit such as pregnancy/parental leave, personal leave, or extended sick leave. Contracts will not exceed twenty-four (24) months, unless there is mutual agreement to extend the contract.
- 4.05 Personal Support Worker: Permanent employees paid on an hourly basis who have graduated from a recognized Personal Support Worker (PSW) program.

This category does not include permanent full time employees in the Supportive Housing Cluster Units, First Step to Home Program, Adult Day Program and Enhanced Adult Day Program. Employees working part time in Supportive Housing Cluster Units in addition to performing Personal Support Work shall be included in the Personal Support Workers (PSW) classification.

## **ARTICLE 5 – UNION SECURITY**

- 5.01 WoodGreen agrees to deduct from the wages of all employees in the bargaining unit starting on their first day of their employment, an amount equal to the weekly dues, initiation fees and any other assessments prescribed or required by the union. The union will provide sixty (60) days notice to WoodGreen if new fees or assessment are levied. WoodGreen shall remit this amount to the Union office monthly, no later than the fifteenth (15<sup>th</sup>) day of the month following the month for which such deductions are made. WoodGreen shall provide with the remittance the list of all employees from whom union dues were deducted, specifying the amount deducted for each. WoodGreen will also provide the list to the union electronically.
- 5.02 The Union shall notify WoodGreen by letter of any change in the amount of Union dues and such notification shall be WoodGreen's conclusive authority to make the deductions specified. The Union must provide 30 days prior notice of any change in the amount of Union dues.
- 5.03 WoodGreen agrees to record the total dues deduction paid by each employee for the previous calendar year on the employee's T4 income tax form.
- 5.04 WoodGreen shall provide to the Union and union chair an alphabetized electronic and printed list of employees within the bargaining unit showing their addresses, telephone numbers, classifications, seniority, rates of pay, unit and their employment type (full-time or part-time, contract, casual or PSW status). This information shall be provided on a quarter-year basis. From time to time the union may contact People & Culture to obtain the work location of union members.
- WoodGreen will provide the Union and Union Chair with a list of the names for all new bargaining unit hires monthly.
- 5.05 Upon request from the union, and with reasonable notice, WoodGreen will provide the union with the union dues spreadsheets showing hours worked and union dues deducted for each hourly paid bargaining unit member in respect of specified time periods requested.

- 5.06 No member or group of members of the bargaining unit may enter into any agreement written and/or verbal which is inconsistent with this agreement between the parties.
- 5.07 It is the employee's responsibility to update People & Culture department of any changes in their contact information including, phone number, address, banking information and emergency contact information.
- 5.08 All "New Hire Kits" that are provided to employees by WoodGreen shall contain the most recent Collective Agreement and stewards list. The union is responsible for providing WoodGreen with the supply of Collective Agreements for this purpose.

## **ARTICLE 6 – UNION REPRESENTATION**

- 6.01 WoodGreen recognizes the right of the union to elect or appoint one union chair, one union vice chair, one chief steward along with not more than thirteen (13) union stewards for the purpose of assisting employees in the processing or presenting of grievances.
- 6.02 Such union stewards, union chair, vice chair and chief steward shall have completed their probationary period and the Union agrees to keep WoodGreen notified in writing of the names of the employees who are acting in the above named capacity.
- 6.03 WoodGreen agrees to recognize and deal with a Negotiating Committee of eight (8) employees of WoodGreen, along with Union representatives.
- 6.04 WoodGreen agrees to allow up to eight (8) employees on the Negotiation Committee time off work, without loss of pay for time scheduled for negotiations, up to and including the first day of conciliation, in subsequent negotiations for renewal agreements.
- 6.05 WoodGreen shall make available to the Union one (1) bulletin board in each work location in a location to be mutually determined by the parties. If necessary, a binder will be provided in place of a union board. The bulletin boards shall be used by the Union for posting notices relating to official Union business such as: union meetings, social, recreational, political and educational events, elections and appointments.
- 6.06 WoodGreen shall advise new Employees that a Collective Agreement is in effect, and shall provide to the Employee the Workers United Canada Council local 154 stewards list, as provided by the union to management.



- 6.07 WoodGreen agrees that employees acting as union steward or the union chair shall suffer no loss of pay while attending labour-management committee meetings, participating in employee disciplinary meetings, attending at the various steps of the grievance procedure, or while consulting with an employee who has been suspended or discharged. WoodGreen further agrees that an employee who has a grievance shall suffer no loss of earnings while attending any step during the grievance procedure.
- 6.08 WoodGreen shall provide up to three (3) locked filing cabinets for the use of the Union when needed. WoodGreen will provide reasonable access to a private meeting room for Union business.
- 6.09 Where WoodGreen provides organizational new staff orientation, management agrees to provide one steward with a thirty (30) minute time allocation to meet with the new staff group, without loss of pay. The last fifteen minutes of the time allocation shall be reserved for bargaining unit members only.

## **ARTICLE 7 – NO DISCRIMINATION, NO HARASSMENT**

- 7.01 Every employee has the right to be free from discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability as set out in the Ontario Human Rights Code or by reason of union membership or activity in the union.
- 7.02 Every employee has the right to be free from harassment because of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability as set out in the Ontario Human Rights Code or by reason of union membership or activity in the union.
- 7.03 WoodGreen agrees to abide by all applicable legislation governing workplace violence and harassment.
- 7.04 Grievances under this clause shall be handled with all possible confidentiality.

## **ARTICLE 8 – NO STRIKES/NO LOCKOUTS**

- 8.01 WoodGreen agrees that there shall be no lockout and the Union agrees that there shall be no strike, picketing, slow down or stoppage of work, either complete or partial during the term of this Agreement. The meaning of the

words “lockout” and “strike” shall be as defined in the *Labour Relations Act, 1995, S. O. 1995, c. 1. Sch. A*, as amended.

## **ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

- 9.01 WoodGreen and the Union agree to hold quarterly labour management meetings or more often if both parties agree, in order to discuss matters of mutual interest. The parties agree that specific grievances shall not ordinarily be discussed in this forum without mutual agreement to do so. Either party shall have the right to place an issue on the agenda. The union chair and five bargaining members shall attend such meetings. Minutes of such meetings shall be taken on a rotational basis by members of the committee, which shall include all decisions made by members of the Committee. The minutes shall be produced in a timely manner after each meeting and the parties shall agree on the minutes which shall be posted on WoodGreen bulletin boards. The Regional representative shall attend the labour-management meeting, from time to time, upon the mutual agreement of both parties.
- 9.02 Approved bargaining unit members who are replacing union stewards on the labour management committee shall attend such meetings without loss of pay.

## **ARTICLE 10 – DISCIPLINE AND DISCHARGE**

- 10.01 Should WoodGreen decide in its discretion to discipline or discharge an employee for cause, WoodGreen shall be required to establish just cause.
- 10.02 An employee shall have a steward present at any disciplinary meeting with WoodGreen. WoodGreen shall contact the Union informing them that a steward is required. Where feasible, WoodGreen will provide three (3) business days’ notice of such impending meeting. However, when in the opinion of WoodGreen’s People & Culture Director or designate, the circumstances are as grave or severe as to require an immediate response, WoodGreen reserves the right to initiate a meeting with less than three (3) business days’ notice.
- 10.03 WoodGreen agrees that an employee shall have the right to see his/ her personnel file, and to have a copy of any information in the file, upon request, within five (5) business days of a request, without loss of pay. The employee may only view the contents of the file in People & Culture. If the employee wants copies of any of the information contained in the file, such copies will be made by People & Culture. Any request by an employee to view the employee’s personnel file and to have any copies made must be made in

writing not more than once every six (6) months.

- 10.04 No record of disciplinary action shall be placed in an employee's file unless a copy is provided to the employee. All employees shall be required to acknowledge receipt of a record of disciplinary action given by signing such record of disciplinary action at the time the employee is provided with a copy. Signing the document acknowledges receipt of the copy only, not agreement with its content. When an employee refuses to sign acknowledgement of receipt, the accompanying steward can sign on behalf of the employee, acknowledging receipt of the copy only, not agreement with the content. All employees shall have the opportunity to provide a written response to any record of disciplinary action provided to them within ten (10) business days of the employee's receipt of such record of disciplinary action. Upon receipt of an employee's written response to a record of disciplinary action within the specified time frame, WoodGreen will sign and date acknowledgement of receipt and attach it to the disciplinary document.
- 10.05 An employee who is discharged or suspended shall be given a reasonable opportunity to consult with a union steward before leaving the workplace.
- 10.06 A record of disciplinary suspension action shall be removed from the official file of an employee eighteen (18) months from its effective date if there are no other instances of similar disciplinary action taken during this period. A record of verbal or written disciplinary action shall be removed from the official file of an employee sixteen (16) months from its effective date if there are no other instances of similar disciplinary action taken during this period.
- 10.07 References to days in the discipline and discharge procedure will be considered to be business days and shall exclude Saturdays, Sundays, holidays and vacations.

## **ARTICLE 11 – PROBATION PERIOD**

- 11.01 A newly hired Employee will be considered on probation and therefore subject to discharge for any reason determined by WoodGreen in its discretion until the employee has worked for six (6) months of at least twenty (20) hours per week. For Employees that work on average less than twenty (20) hours per week, the six (6) month probationary period shall be extended until such time as they have worked 520 hours or two (2) years, whichever occurs first. A probationary Employee may be laid off at any time as determined by WoodGreen in its discretion without any notice or compensation in lieu of notice except as may be required by the Employment Standards Act (Ontario).

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

12.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

12.02 References to days in the grievance and arbitration procedure will be considered business days and shall exclude Saturdays, Sundays, holidays and vacations.

12.03 Both parties agree that grievances are to be dealt with as expeditiously and efficiently as possible.

12.04 It is the mutual desire of the parties hereto that grievances of Employees shall be adjusted as quickly as possible.

### 12:05 **Grievance Process**

#### Step 1

A grievance shall be submitted on the Union's Grievance Form to People & Culture. This must occur within ten (10) days after the circumstances giving rise to the grievance having originated or ought to have reasonably known to have occurred. The nature of the grievance, the remedy sought and the section(s) of the agreement which are alleged to be violated must be set out in the grievance. If the grievance is not submitted within ten (10) days of the circumstances giving rise to the grievance having originated or ought to have reasonably known to have occurred, the grievance shall be deemed settled. Within ten (10) days of receipt, a step 1 meeting shall be scheduled with the Grievor, the Grievor's Manager, Director/Vice President, the Union Steward. The Union Chair (or designate) may attend at the Grievor's request. WoodGreen will deliver their decision in writing within ten (10) days of the step 1 meeting. Failing settlement, the next step of the grievance may be advanced to Step 2.

#### Step 2

The Union may advance the grievance by submitting Union's Grievance Form to People & Culture within ten (10) days of receipt of WoodGreen's response at Step 1. If the grievance is not advanced within ten (10) days of the Step 1 response the grievance is deemed withdrawn. Within ten (10) days of receipt of the notice to advance the grievance, a Step 2 meeting shall be scheduled with the Grievor, the Union Chair (or designate), the Director/Vice President and People & Culture. The Union Representative and the Manager to whom the Grievor reports may attend the

meeting. The Union may formally request the Manager to whom the Grievor reports to attend the meeting. WoodGreen will deliver their decision in writing within ten (10) days of the Step 2 meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) days after the Step 2 response.

12.06 An employee has the option to first give the employee's immediate supervisor an opportunity to address the issue(s) causing a complaint that could otherwise be grieved.

12.07 Grievances involving the suspension or discharge of an employee shall commence at Step 2.

### **ARTICLE 13 – POLICY GRIEVANCE**

13.01 A grievance arising directly between WoodGreen and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within ten (10) business days of the event giving rise to the grievance has originated or ought to have reasonably been known to have originated. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step No. 2 within ten (10) business days, it may be submitted to arbitration. However, it is expressly understood, that the provisions of this paragraph must not be used by the Union to institute a complaint or grievance directly affecting an Employee which such Employee could institute and the regular grievance procedure must not be thereby bypassed.

### **ARTICLE 14 – GROUP GRIEVANCE**

14.01 Where two (2) or more Employees have identical grievances and each Employee would be entitled to grieve separately, all such Employees shall be listed on the grievance form and the grievance form shall be submitted at Step 2 within twenty (20) business days of the event giving rise to the grievances has originated or ought to have reasonably been known to have originated. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

## **ARTICLE 15 – ARBITRATION PROCEDURE**

- 15.01 When either party requests that a grievance be submitted to arbitration as above provided, that party will make such request in writing addressed to the other party to this Agreement and at the same time submit at least five (5) names of possible arbitrators. If no written request for arbitration is received within ten (10) business days after the Step 2 reply, the grievance shall be deemed to have been withdrawn. Within ten (10) calendar days thereafter, the other party shall submit at least five (5) names of possible arbitrators.
- 15.02 If agreement is not reached, the parties will continue to attempt to select by agreement, a single arbitrator within thirty (30) calendar days.
- 15.03 If they are unable to agree upon such arbitrator within the set period, the parties may request that the Minister of Labour of the Province of Ontario appoint such an arbitrator.
- 15.04 The decision of the single arbitrator will be final and binding upon both parties of this Agreement and the Employee or Employees concerned.
- 15.05 In no event shall the Arbitrator have the power to alter, modify, or amend any of the provisions of the Collective Agreement.
- 15.06 In the alternative to this procedure, either party may refer the outstanding matter to expedited arbitration.
- 15.07 The parties shall jointly bear the expenses, if any, of the arbitrator.
- 15.08 The parties may mutually agree to have an independent mediator assist in attempting to resolve a grievance prior to arbitration. Such independent mediator will be selected by mutual agreement of the parties and the parties shall jointly bear the expenses, if any, of the mediator.

## **ARTICLE 16 – SENIORITY**

- 16.01 WoodGreen shall maintain the following seniority lists: a) permanent full time employees b) part time employees c) casual employees d) personal support workers
- 16.02 Seniority for permanent full-time employees shall be the date of hire with WoodGreen in a full-time position. Hours worked at WoodGreen prior to commencing full-time employment shall accumulate towards seniority based on 1,456 hours per year (or part thereof) of seniority.

- 16.03 Seniority for part-time, casual and personal support workers shall be based on hours worked from the date of hire accrued to a maximum of 1,456 hours per calendar year.
- 16.04 An employee who becomes a permanent full-time employee will have the employee's seniority converted to time worked based on 1,456 hours as equal to one year of employment. A permanent full-time employee who moves to another seniority list will have the employee's seniority converted to the equivalent of an hourly seniority based on 1,456 hours as equal to one year of employment.
- 16.05 An employee who has completed the probationary period shall have the seniority backdated from date of hire.
- 16.06 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. Employees permanently appointed to supervisory positions or to other permanent positions outside of the bargaining unit shall retain their accrued seniority for a period not to exceed six (6) months from the date of appointment. An employee shall be given the opportunity to return to a bargaining unit position at this point or prior to the expiration of the six (6) month period without loss of seniority if there is a vacant bargaining unit position for which the employee is fully qualified. Following the expiry of the preceding limits, the employee's name shall be considered deleted from the seniority list.
- 16.07 WoodGreen will prepare and maintain seniority lists, revise and post them on WoodGreen internal network on a quarter-year basis, and a copy of such lists shall be forwarded to the union office and posted on Union bulletin boards. If the seniority lists are missing from the Union bulletin board, the member may contact the union. An employee shall have thirty (30) calendar days to check and confirm the accuracy of the employee's seniority listing from the posting of any newly revised seniority list, and shall bring any inaccuracy to the attention of WoodGreen within the thirty (30) day period. The seniority list shall be deemed to be accurate following the thirty (30) day posting period.
- 16.08 An employee shall lose all seniority and cease to be an employee by reason of any one of the following:
- a. An employee is discharged for just cause, and not reinstated through the grievance or arbitration procedure;
  - b. If the employee resigns;
  - c. If the employee fails to notify WoodGreen of the employee's intention to resume work for WoodGreen within five (5) business days following the date on the written notice of recall from WoodGreen sent by registered

maid to the Employee's last known address or fails to report for work within five (5) business days from such notification or fourteen (14) calendar day swhere it is necessary for the Employee to provide the employee's notice of resignation from a job with another WoodGreen except for reasonable cause;

- d. If the employee overstays a leave of absence or vacation without reasonable cause;
- e. If the employee absents oneself from work without notifying WoodGreen for three consecutive days without providing a reasonable explanation;
- f. The employee is laid off for a period of twelve (12) consecutive months;
- g. After 36 months of absence, including by reason of illness or accident, an employee shall lose their seniority rights and their employment;
- h. Any casual employee who is unavailable to work for a period of four months or more, save and except when prohibited due to the provisions under Ontario statutes.

16.09 Employees shall continue to accumulate seniority during vacations, layoffs of up to three months, maternity/parental leave, compensable injury under the WSIA, sick leave, approved leaves of absence of up to twelve (12) months, and educational leave of up to twenty-four (24) months.

16.10 Contract employees who have worked full-time contract hours continuously in the same position for twenty-four (24) months shall be converted to full-time permanent status if at the end of the eighteen (18) month period there is an on-going need for their position. If during the twenty-four (24) month period there is on-going need and permanent funding for that particular position, the position will be converted to permanent full-time status, at WoodGreen's sole discretion. This does not apply in situations where the contract employee is covering an employee on leave of absence. Their seniority shall be backdated in accordance with Article 16.01 and/or 16.02 above.

16.11 Casual and part-time employees who accept a contract position will have their contract time counted towards their seniority retroactive to the beginning of the contract. Upon completion of their contract they will be returned to a casual or part-time position, provided the position exists. Their seniority shall be backdated in accordance with Article 16.01 and/or 16.02 above.

## **ARTICLE 17 – JOB VACANCIES**

17.01 Unless not operationally feasible, WoodGreen shall post internally for three (3) business days before posting externally, all new vacancies and positions within the bargaining unit within 20 days of:



- WoodGreen determining that a vacancy or new position exists; and
- WoodGreen deciding to fill the vacancy or new position.

All internal candidates shall submit their cover letter and resume electronically to People & Culture, as directed by the job posting. People & Culture will acknowledge the receipt and status of the application.

17.02 In filling a job vacancy under Article 17.01 above, if the skill and demonstrated ability of candidates is relatively equal, seniority shall be the determining factor. (Refer to Appendix H - Job Postings).

The successful applicant shall be placed into the position for a trial period of 90 days. If at any time during this period WoodGreen determines that the applicant will be unable to become fully proficient in the position, the applicant shall be returned to their former position. The successful applicant shall have the right to return to their former position at any time during the 90 day period.

17.03 WoodGreen agrees to send the union chair, or a local Union Representative as determined by the Union, copies of any job postings at the time of such postings

## **ARTICLE 18 – LAYOFF AND RECALL**

18.01 Where a program is affected by reason of shortage of funds or operational changes or any other reason resulting in the layoff of employees within the affected program, the following procedures will apply:

- Casual employees within the program shall be laid off first;
- Then contract employees;
- Then part-time employees;
- And then finally permanent full-time employees.

The least senior employees shall be the first to be laid off within the employment category, provided that the remaining employees are qualified and willing to satisfactorily perform the work which is available in the program. An employee who is subject to layoff in an affected program area shall have the option to bump the least senior employee in another job within the same classification within the same unit, provided the employee is fully qualified and able within a five (5) working day familiarization period to do the job.

Should there be no positions within the same classification within the same unit, the employee will have the option to bump the least senior employee in another job within the same classification within other units of the organization, provided the employee is fully qualified and able within a five (5) working day

familiarization period to do the job.

Should there be no position within the employee's job classification, the employee will have the option to bump the least senior employee in a lower job classification within the same unit, provided the employee is fully qualified and able within a five (5) working day familiarization period to do the job.

18.02 Employees in a program shall be recalled in order of seniority within their employment category and their job classification, if they are fully qualified to perform the duties of the position within five (5) working days familiarization period.

18.03 WoodGreen agrees to maintain its portion of the premium costs for medical and dental coverage until the end of the month following the month in which the lay-off occurred, provided the employee pays their portion, if any, in advance.

18.04 WoodGreen agrees to notify the Union prior to the lay-off of more than ten (10) employees governed by this agreement. WoodGreen and the Union agree to meet to discuss creative and alternative ways to alleviate or reduce staff lay-offs.

18.05 In cases where an employee is laid off for a period of twelve (12) consecutive months, WoodGreen will provide notice of termination or termination pay, and, if applicable, severance pay, as required by the *Employment Standards Act*.

## **ARTICLE 19 – LEAVES OF ABSENCE**

19.01 An employee who has completed the probationary period may make a written request for a leave of absence without pay and without loss of seniority for personal reasons, including but not limited to taking care of the employee's ill family member who has a serious medical condition or is at risk of death within the next six (6) months. The written request must describe the reasons for the leave and the expected return to work date. WoodGreen in its discretion, which shall not be unreasonable, may decide to grant the leave.

19.02 An employee who has completed the probationary period may request an unpaid educational leave for up to two (2) years. Approval and the request for such leave shall be as set out in Article 19.01.

19.03 The union, on behalf of the employee who has completed the probationary period may make a written request for an unpaid leave of absence, for union business. WoodGreen in its discretion, which shall not be unreasonable, may

decide to grant the leave. Extended leave of absence shall be granted to no more than four (4) employees who have been appointed or elected to a union office for a period not exceeding one (1) year. Such leave shall be requested in writing at least thirty (30) calendar days prior to its commencement date. The employee(s) concerned shall continue to accumulate seniority during the period of the approved leave and shall return to employment with WoodGreen within thirty (30) calendar days following termination of employment with the union. Extensions not exceeding six (6) months will not be unreasonably denied. Upon return to work with WoodGreen, all legislated leave entitlements will be in effect.

19.04 A permanent full-time employee who has completed their probationary period may make a written request for a self-funded leave of absence, without loss of seniority, for a minimum of six (6) months and a maximum of twelve (12) months. The written request must be submitted a minimum of three (3) years in advance of the anticipated date leave.

The Employee must direct WoodGreen to deposit the self-funded leave portion (minimum 20%) into their second direct deposit bank account or their group RRSP optional employee contribution (subject to Canada Revenue Agency rules).

Six (6) months prior to the commencement of the leave, the employee must confirm the employee's intent to commence the leave as planned or formally withdraw the request.

Sixty (60) days prior to the self-funded leave expiring, the employee must provide written confirmation of their intent to return to work at the end of their leave.

In most cases, an employee who takes a self-funded leave is entitled to either return to the same position the employee had before the leave began, or a comparable position, if the employee's old position no longer exists.

WoodGreen, in its discretion, which shall not be unreasonable, may decide to grant the leave.

19.05 An employee, who is on leave for four (4) weeks or more, if entitled to benefits, may elect to continue benefits coverage by paying the total premium cost during the leave of absence. Employees eligible for RRSP's may continue their personal contributions; however, WoodGreen's portion will not be contributed by WoodGreen for the duration of the leave of absence.

19.06 WoodGreen agrees to provide up to a maximum of twenty (20) days total leave with pay, per each year of the Collective Agreement for the use of the Local Union Executive, Stewards and the Union Representatives on the Multi-Site

Joint Health and Safety Committee in order to participate in training and education programs presented or sponsored by the Union during regular working hours. Requests for leave must be presented to WoodGreen in writing no less than two (2) weeks before the requested date for such leave. Such leave will be paid at the employee's regular hourly rate of pay then in effect and will not be considered hours worked for the purposes of calculating weekly overtime entitlement. The Union agrees that no more than three (3) bargaining unit employees from any one Unit will be released at the same time.

19.07 Entitlement for sick leave and vacation credits while on unpaid leave of absence (excluding maternity/parental leave) shall be as per article 23.09 and 25.10.

## **ARTICLE 20 – BEREAVEMENT LEAVE**

20.01 WoodGreen shall grant all employees six (6) consecutive working days for bereavement leave of absence without loss of pay following the death of a spouse, same sex partner, or child (including children of a spouse and same sex partner).

20.02 WoodGreen shall grant all employees five (5) consecutive working days for bereavement leave of absence without loss of pay following the death of a parent (mother/father), sibling (brother or sister), guardian, grandparent (grandmother/grandfather) or grandchild.

20.03 WoodGreen shall grant all employees two (2) consecutive working days bereavement leave of absence without loss of pay to employees following the death of a parent-in law (mother/father-in-law, son-in-law, daughter-in-law, brother/sister-in-law, aunt, uncle, niece and nephew).

20.04 The employee may request to use any unused earned vacation time or request an unpaid leave of absence. This request shall not be unreasonably denied.

## **ARTICLE 21 – COURT DUTY**

21.01 A permanent full-time employee required to serve as a juror will be granted a leave of absence without loss of pay. Employees are expected to report to work when they are not actively at jury duty. Employees are required to provide a copy of the jury selection notification.

21.02 All employees who are subpoenaed, other than in an arbitration proceeding between the union and WoodGreen, shall be granted a leave of absence

without loss of pay. Employees are required to provide a copy of the subpoena, and are required to be at work when the employee is able.

## **ARTICLE 22 – CULTURAL DAYS**

22.01 Permanent full-time employees are entitled to two (2) days per calendar year for religious, cultural, or personal reasons. These days cannot be carried over to the next calendar year and will be lost if not used. Furthermore, if they have not been used at the time an employee terminates, they will not be paid out. With at least four (4) weeks written notice, staff must request the time off in advance with the supervisor to use cultural heritage days. Requests may only be denied in extreme circumstances when minimum staffing cannot be maintained to run the program.

22.02 All new permanent full-time employees commencing employment between January 1<sup>st</sup> and July 31<sup>st</sup> are eligible for two (2) days a year in their first year. All new full-time employees commencing between August 1<sup>st</sup> and December 1<sup>st</sup> are eligible for one (1) day in their first year only. Cultural days may not be used in the first three (3) months of employment. New employees hired after September 1<sup>st</sup> can carry their cultural day entitlement to the next calendar year for that year only.

22.03 All permanent full-time employees will receive a third (3) cultural day per calendar year after five (5) years of full-time service.

22.04 All permanent full-time employees will receive a fourth (4) cultural day per calendar year after fifteen (15) years of full-time service.

## **ARTICLE 23 – SICK LEAVE**

23.01 All permanent full time employees who have completed three months of service shall be entitled to paid sick leave, up to a maximum of the number of sick leave credits they have available. All permanent full time employees shall earn sick leave credits at the rate of 5.25 hours per pay period to a maximum of 10.5 hours per month.

23.02 PSWs who have completed three months of service are entitled to accumulate five (5) hours of sick leave credits per month for employees who have worked an average or the equivalent of 1,456 hours annually. PSW shall be entitled to accumulate 40 hours of unused sick time.

23.03 ESL Instructors who have completed three (3) months of service and are

regularly scheduled to work between 15 and 20 hours per week shall earn sick leave at the rate of 1 hour per calendar month to a maximum of twelve (12) (2 days) per year.

ESL Instructors who have completed three (3) months of service and are regularly scheduled to work more than 20 hours per week shall earn sick leave at the rate of 1.5 hour per calendar month to a maximum of eighteen (18) hours (3 days) per year.

ESL Instructors must use sick leave in full day class shifts, as it is not possible to schedule a replacement instructor for a partial class.

Sick leave cannot be accrued during unpaid leave of absence or during layoff periods.

23.04 Contract employees employed on a 12 month continuous contract working 28 or more hours per week who have completed three months of service shall be entitled to paid sick leave. Contract employees shall earn sick leave credits on the same basis as for permanent full time employees.

23.05 New and terminating permanent full-time employees must work ten (10) days in a calendar month to be entitled to a sick leave credit for that month.

23.06 A permanent full time or contract employee [employed on a 12 month contract working 28 hours or more per week] shall be entitled to accumulate up to a maximum of 630 leave hours. This clause does not apply to PSWs.

23.07 Sick leave credits may be used to care for an ill family member (child (ren), partner, and parents) and is limited to five (5) consecutive days per occurrence. In situations in which the employee's family member (child, partner, and parent) is admitted into the hospital for a period of more than five (5) consecutive days, the entitlement to take sick leave credits may be extended to up to ten (10) consecutive days for this occurrence.

23.08 Sick leave credits may also be used to attend medical or dental appointments however the employees will make every effort to schedule these appointments outside of working hours.

23.09 a) WoodGreen may request a medical certificate from a doctor to support a sick leave for durations of less than five (5) days and will cover the cost to the employee of obtaining such certificate.

b) The employee will be responsible for the cost of the first medical note or doctor's report, including the initial medical reports for short-term and long-term disability assessment. WoodGreen will reimburse the cost for any additional or subsequent medical information required.

23.10 Sick leave credits in 23.01 and 23.02 shall not accrue for all time spent by an employee on short-term disability, long-term disability, educational leave, personal leave, unpaid leave, layoff, union leaves of absence, compensable injury under WSIA and extended sick leave, and any other leave of absence, unless contrary to the law.

## **ARTICLE 24 – PAID HOLIDAYS**

24.01 The following statutory holidays shall be observed:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

All salaried and permanent full-time employees will be paid holiday pay at their standard straight-time hourly rate. All casual, part-time, contract hourly and personal support workers will be paid holiday pay by: calculating all of the regular wages the employee earned and all of the vacation pay that was payable to the employee in the four work weeks ending just before the work week with the holiday, divided by twenty, in accordance with the Employment Standards Act (ESA).

24.02 Employees shall work all of their regularly scheduled days of work before and after the holiday, unless the employee can show reasonable cause for failing to work.

24.03 Employees who are on short-term or long-term disability, layoff, sick leave, Workers Insurance Safety Board benefits or leaves of absence (including pregnancy or parental leave) are not eligible for holiday pay. Employees who are scheduled to work on the holiday or any day designated as the holiday and who do not report for work or do not work their scheduled hours without reasonable excuse will not be entitled to holiday pay.

24.04 If any such holiday falls on a Saturday or Sunday and another day is established by statute or decreed by WoodGreen for its observance, it will be deemed to be the holiday. Holidays will not be moved for those Employees

who are scheduled to work on Saturday or Sunday. The actual date will be deemed to be the holiday for those employees.

- 24.05 If an employee agrees to work on a holiday the employee shall be paid at the applicable overtime rate. The employee shall have the choice of an additional paid day off scheduled in lieu, or to be paid their regular holiday pay as set out above.
- 24.06 If a paid holiday falls during an employee's vacation, the employee's vacation shall be extended accordingly, provided the employee qualifies for holiday pay.
- 24.07 To ensure proper coverage in our Assisted Living Buildings on paid holidays, WoodGreen will establish the minimum staffing levels necessary to meet client service needs at each location a minimum of one month prior to each paid holiday. When staffing levels are decreased, the regularly scheduled staff with the most seniority will be given the choice of working. Those with the least amount of seniority will be required to work their regularly scheduled shift, if necessary to meet the client service needs. A regularly scheduled PSW who would otherwise be required to work to meet minimum client service needs may request not to work on the Paid Holiday. WoodGreen will make reasonable efforts to schedule an alternate PSW who has the required availability and has received the site specific training. In the event that WoodGreen is unable to secure a relief staff, the regularly scheduled PSW with the least amount of seniority will be required to work.
- 24.08 Employees scheduled to work on December 24th shall be entitled to leave 3 hours before the scheduled end time of the employee's shift. Those employees who are not able to leave early due to operational demands, shall be paid at time and half for time worked beyond four hours. An employee who is scheduled for a paid leave on December 24th will draw down their vacation/cultural day based on their regularly scheduled shift length.

## **ARTICLE 25 – VACATIONS AND VACATION PAY**

- 25.01 All permanent full-time employees shall receive an annual vacation with pay according to the employee's seniority date as follows:
- Day 1 but less than 5 years = 15 days accrued at the rate of 4.38 hours per pay period to a maximum of 8.75 hours per month, pro-rated based on Full-time Equivalent (1.0 FTE equals 35 hrs/week).
  - 5 years but less than 10 years = 20 days accrued at the rate of 5.83 hours per pay period to a maximum of 11.66 hours per month, pro-rated based on Full-time Equivalent (1.0 FTE equals 35 hrs/week).



- 10 years but less than 20 years = 25 days accrued at the rate of 7.29 hours per pay period to a maximum of 14.58 hours per month, pro-rated based on Full-time Equivalent (1.0 FTE equals 35 hrs/week).
- 20 years or greater = 30 days accrued at the rate of 8.75 hours per pay period to a maximum of 17.50 hours per month, pro-rated based on Full-time Equivalent (1.0 FTE equals 35 hrs/week).

25.02 Part-time employees with less than 5 years of seniority, contract employees, PSWs, and casual employees will be paid 4% vacation pay, paid each pay. This vacation pay will entitle these employees to 2 weeks of unpaid vacation leave.

25.03 Part-time, casual, PSWs and contract employees who have 5 or more years of service will be paid 6% vacation pay, paid each pay. This vacation pay will entitle these employees to 3 weeks of unpaid vacation leave.

25.04 For all permanent full-time employees, who have completed their probationary period, their full vacation credits for the year are granted to them in advance each January 1 and it is expected that they will be taken in full prior to the end of the calendar year (December 31). There is a one week (5 days) carryover vacation allowed from one calendar year to the next.

25.05 For new permanent full-time employees starting during the year, for the first year only, the vacation credits will be based on a pro-rated calculation from their permanent full-time starting date and December 31. The employee's vacation calculation is based on their adjusted seniority date.

25.06 For terminating employees their vacation entitlement is limited to a pro-rated calculation between January 1 and their termination date. Any deficit vacation credits will be deducted from the employee's final earnings. For termination calculation purposes the pay period vacation accrual is as outlined in article 25.01.

25.07 If an employee falls ill while on vacation, the time off is still counted as vacation, not sick leave. However, if an employee or an employee's family member (children, partner and parents) falls ill prior to commencing scheduled vacation, the time may be counted as sick leave provided appropriate documentation is provided.

25.08 All employees are entitled to schedule the employee's vacation in one unbroken period, or break up the employee's vacation entitlement in smaller increments, but not less than half (1/2) day increments. Should more than one employee request the same vacation time and such requests result in a

scheduling conflict, vacation time and preference will be granted according to seniority if such requests were made during the annual vacation planning period of August 1<sup>st</sup> to October 31<sup>st</sup>. Vacation schedules shall be posted by November 15<sup>th</sup> for the following calendar year. All other vacation requests shall be granted on a first come first serve basis. All vacation approvals are subject to operational demands. WoodGreen shall not act unreasonably in denying vacation requests because of operational demands.

25.09 Vacation credits of up to one (1) week (35 hours) may be carried over to the following calendar year. The carried over vacation credits must be scheduled within that calendar year. Management will work with employees to determine the most suitable schedule for using the excess vacation days, for any employee who fails to schedule or use the excess vacation days by August 31<sup>st</sup> of the current calendar year. However, if an employee fails to schedule, management reserves the right to schedule such excess vacation days within two (2) weeks' notice. No employee may enter into a separate individual agreement to carry forward more vacation time than permitted by the collective agreement, even if this agreement is reached in good faith, through lack of information, or through lack of understanding.

25.10 Vacation credits in 25.01 and 25.02 shall not accrue for all time spent by an employee on: short-term disability, long-term disability, educational leave, personal leave, unpaid leave, layoff, union leaves of absence, compensable injury under WSIA and extended sick leave, and any other leave of absence unless contrary to the law.

In the event an employee returns to work on a graduated basis as a result of a compensable injury under WSIB, the vacation accrual will be prorated based on their hours worked.

25.11 WoodGreen shall make available a summary of all vacation and sick day entitlement, as well as, vacation and sick day balances via WoodGreen's electronic payroll system on an on-going basis.

25.12 PSW's who cancel an authorized vacation must give three (3) weeks' notice (15 business days) unless cancellation is due to illness/family emergency. Any notice less than three (3) weeks does not guarantee that the PSW's original hours will be returned if vacation relief scheduling has already occurred.

## **ARTICLE 26 – WORKERS' COMPENSATION**

26.01 WoodGreen agrees that there will be no reduction in seniority, due to hours absent from work because of a sickness or injury that is compensable under

the WSIA.

- 26.02 WoodGreen agrees that there will be no reduction of medical/dental benefits and RRSP due to hours absent from work because of a sickness or injury compensable under WSIA for a period of up to twelve (12) months of absence or if the law provides for longer. With respect to continuation of RRSP benefits, employees must continue to contribute their share of the RRSP contribution.
- 26.03 If an employee is injured after the employee has commenced the employee's shift and such injury is compensable under the WSIA, WoodGreen shall arrange to pay for the cost of transporting the employee from the worksite to a hospital, or from the worksite to the employee's doctor within a 15 km radius of the worksite on the date of the injury. On the date of the injury, WoodGreen will pay the employee any hours lost on the employee's regularly scheduled shift as a result of the compensable injury. WoodGreen agrees to communicate annually to managers regarding this clause.

## **ARTICLE 27 – PREGNANCY AND PARENTAL LEAVE**

- 27.01 Pregnancy and parental leave shall be as set out in the Employment Standards Act.
- 27.02 Employees will continue to receive group insurance benefits as long as the employee continues to pay their share of the premium (if any). Employees must provide a monthly cheque payable the first of each month in which they will receive the benefits.
- 27.03 On resuming the employee's employment from pregnancy or parental leave, the Employee shall be reinstated in accordance with the Employment Standards Act.
- 27.04 If a woman is sick and unable to work during her pregnancy, she is not forced to start her pregnancy leave early, unless she decided she wishes to do so. If she elects not to commence her pregnancy leave, she will be subject to WoodGreen sick leave policy. In some circumstances the employee may be unable to return to work on the specified date due to illness or accident. The same sick leave policy would apply. A doctor's note supporting the sick leaves both during and post pregnancy shall be provided at WoodGreen's request.
- 27.05 Full-time employee with 2 years of full-time service shall be entitled to a Supplemental Unemployment Benefit equal to 70% of their gross earnings to top up Employment Insurance benefits for the 1 week waiting period. Should

the employee elect not to return to work for a period of at least six months after the end of the Pregnancy and Parental Leave, this amount must be repaid to WoodGreen.

## **ARTICLE 28 – INCLEMENT WEATHER**

28.04 The determination of snow closings or shift cancellation due to inclement weather will be at the sole discretion of WoodGreen.

In the event that WoodGreen is unable to operate or to continue to operate any facility because of a snow storm, employees shall be entitled to emergency snow closing pay of up to a maximum of fourteen (14) hours at their standard rate during any calendar year subject to the following conditions and limitations:

- The obligation for payment shall apply only to the shift or shifts cancelled.
- Such payments shall not be paid to employees who are scheduled to be absent from work under any other paid or unpaid leaves provided by WoodGreen prior to the organization making the determination that the shifts will be cancelled due to inclement weather.

## **ARTICLE 29 – STAFF DEVELOPMENT & PROFESSIONAL LICENCING**

29.01 Permanent full-time employees may request reimbursement for workshops, conference or training fees where:

- a. the fees are reasonable;
- b. the workshop, conference or training relates directly to the work of the employee at WoodGreen and
- c. Employees must receive approval of the Unit Director prior to registration and attendance at the workshop, conference or training.

WoodGreen shall not unreasonably deny a request which meets the above criteria and is within the Program Staff Development budget. The Union acknowledges and agrees that WoodGreen has a limited and inconsistent budget for staff development. The types and number of workshops, conferences and training and the number of employees selected for such sponsorship is subject to WoodGreen's discretion.

29.02 From time to time employees may be required to attend mandatory training in order to comply with statutory requirements or organizational policy. All mandatory training, as determined by WoodGreen, is considered and treated as paid time. Paid time will be related to the actual amount of time the employee is present and in attendance in the workshop/training course. Staff

who are approved to complete training modules on WoodGreen's online training platform (ilearn) outside of scheduled work hours will be paid at the employee's regular rate for the time required to complete the module, up to the maximum allocation for the module. The Parties agree to add a Letter of Understanding "Mandatory Training in the Child Care Unit" in the form attached as Appendix F.

29.03 Full-time employees with more than eight (8) years of service whose position requires them to register with the College of Early Childhood Educators shall be reimbursed up to \$50 upon submission of a receipt and confirmation of registration once per calendar year.

Full-time employees with more than eight (8) years of service whose positions requires them to register with the Ontario College of Social Workers and Social Service Workers shall be reimbursed up to \$100 upon submission of a receipt and confirmation of registration once per calendar year.

29.04 Part-time ESL Instructors with more than eight (8) years of service whose position requires them to register with the Teachers of English as a Second Language and who work more than 20 hours per week on a regular and consistent basis shall be reimbursed up to \$100 upon submission of a receipt and confirmation of registration once per calendar year.

## **ARTICLE 30 – WAGES**

30.01 All employees shall be paid semi-monthly (on the 15th and last day of each month or the closest business day prior to those dates) by direct deposit.

30.02 Accompanying each payment of wages will be a statement of earnings and deductions.

30.03 The schedule of wages as set forth in Appendix P, Q, R and S hereto shall form part of this Collective Agreement.

30.04 Effective April 1, 2017, all externally hired full-time staff will start at Step 7 of the salary grid at Appendix P, which is 2% less than Step 8, and will move to Step 8 after two (2) years of full-time services. Existing staff who convert from contract, part-time, casual or PSW or an employee who changes roles will start at Step 8 upon commencing a full-time permanent assignment.

## **ARTICLE 31 – JOB CLASSIFICATIONS**

31.01 When a new job is created, or an existing job is substantially changed which

would cause a change in the salary grade, a subcommittee of the labour management committee, consisting of two (2) members of the bargaining unit and two (2) representatives of WoodGreen, will act as a joint evaluation committee and will apply the job evaluation tool to the position jointly to determine the appropriate salary grade. It is agreed that the results of the joint evaluation will determine the appropriate salary grade, and the members of the committee shall have sufficient resources and information at their disposal in order to satisfactorily perform the job evaluations.

31.02 WoodGreen may temporarily assign an employee from the employee's position to another position within the bargaining unit upon giving the employee one week's notice of the reassignment as long as there is mutual agreement. The temporary assignment can last up to six months. This period could be extended upon mutual agreement between the union and WoodGreen. During this temporary assignment, the employee shall maintain the wages and benefits of the employee's position, or the position transferred to, whichever is higher, provided the temporary assignment is for a minimum of four (4) weeks.

## **ARTICLE 32 – HOURS OF WORK**

32.01 WoodGreen does not guarantee any hours of work per day or per week in respect to any employee covered by this agreement.

32.02 Hours of work shall be as scheduled by WoodGreen for all employees covered by this Agreement. This work week for WoodGreen will be 12:00 am Monday to 11:59 pm Sunday. Normally the work week for permanent full-time employees shall be between twenty-eight and thirty-five hours per week, excluding meal breaks, with two paid 15 minute breaks. Should an employee be asked to work by their Supervisors during their scheduled breaks, employees will be entitled to take the corresponding time later in their shift. If it is not possible to schedule the corresponding time off later in their shift, an hourly employee will be paid for the time and salaried employee will accrue comp time. Notwithstanding the provisions of this article, employees are expected to respond to inquiries or calls from their Supervisor during their breaks.

32.03 For staff who are required by WoodGreen, in writing, to remain at the worksite for a shift of 5 hours or greater, the employee shall be entitled to be paid for a 30 minute meal break. (The Parties agree to a strict interpretation of this clause Article 32.03).

32.04 An employee who has completed the probationary period may request to flex the start time of their shift. This flex time may be implemented at the discretion of management based on operational demands and arrangements must be documented and submitted to People & Culture prior to the arrangement being undertaken.

32.05 Where an employee works within a program area on shifts, and if a shift becomes vacant, an employee working in the same area and in the same position shall be offered the vacant shift by seniority so long as the employee has the skill and ability to perform the job. This article does not apply to employees who work on rotating shifts as part of their normal work schedule.

For greater clarity, at the conclusion of each class cycle in the ESL Program, the incumbent ESL Instructor for each scheduled class time in that class cycle will have the first opportunity to continue teaching in the same scheduled class time for the next class cycle and a vacancy for that scheduled class time will not be deemed to exist until such time as the incumbent ESL Instructor has declined the opportunity to continue teaching in the same class time for the next class cycle.

32.06 An employee who has been called in to work without having been told or advised that there will be no work will be given the lesser of either their scheduled shift or 3 hours pay at the applicable hourly rate.

32.07 An employee cannot work in excess of their scheduled hours unless authorized in advance in writing by a supervisor or the supervisor's designate. Where it is not possible to get a prior authorization of a supervisor or designate and the work must be performed at that time, an employee may perform the work and shall inform the supervisor or designate in writing as soon as possible but not more than two (2) business days from the time worked. Compensatory time may not be earned on a day when sick time is also claimed. If a worker indicates on their time sheet that they have earned compensatory time on a work day in which the employee has also claimed sick time, then the sick time will be reduced correspondingly by the amount of compensatory time earned. Hours worked in excess of their scheduled hours up to 44 hours shall be compensated with lieu time at a straight time rate. Only work authorized in writing by a supervisor or the supervisor's designate over 44 hours in a week will be considered as overtime. Overtime shall be compensated with lieu time at a rate of time and one-half.

32.08 Compensatory time shall be scheduled at a mutually agreeable time and shall be used up no later than two (2) months following the month in which the compensatory time was accumulated. However, both parties may mutually

agree to extend this time if there are extenuating circumstances. All compensatory time earned up to November 30<sup>th</sup> of the current calendar year must be used up by January 31<sup>st</sup> of each calendar year. No employee may enter into a separate individual agreement to carry forward more vacation time than permitted by the collective agreement, even if this agreement is reached in good faith, through lack of information, or through lack of understanding.

32.09 Employees who are on-call shall be compensated \$15.00 per day. If an employee is required to attend on-site for a work emergency or program issue, the employee will receive lieu time for the amount of time worked, however, in no case shall the employee receive less than three (3) hours of lieu time. In addition, an employee shall be compensated an additional \$40.00 for being on-call on a statutory holiday. An employee may claim up to a maximum of one (1) hour's travel time as compensatory time for travel to and from the site. For telephone consultations employees will receive lieu time at straight time for the amount of time actually spent on the call. On-call employees will be required to keep a record of all calls listing the name(s) and telephone number(s) of caller(s), time, duration and nature of each call, and the call outcome, subject to verification(s) by WoodGreen.

32.10 A permanent full-time or contract employee who is requested to attend and attends a meeting outside of regular hours by WoodGreen shall get time off with pay in lieu of regular wages for the time spent at the meeting. All other employees who are requested to attend and attend a meeting by WoodGreen shall be paid their regular wages for the time spent at the meeting.

32.11 Employees may arrange among themselves to switch a shift for personal reasons with prior approval of the manager, which shall not be unreasonably denied.

32.12 The ESL Instructors shall be provided with one (1) paid fifteen (15) minute break per three (3) hours of actual class instruction time. The ESL Instructors will be classified as part-time employees under the Collective Agreement, working a maximum of twenty-four (24) hours per week.

### **ARTICLE 33 – HOURS OF WORK AND SCHEDULES FOR PERSONAL SUPPORT WORKERS**

33.01 For the purpose of this Article, “week” means seven (7) consecutive calendar days, starting at 00:01 (12:01 AM) Monday to 24:00 (midnight) Sunday. It is understood that WoodGreen provides service to clients on a twenty-four (24) hour per day, seven (7) day per week basis.



- 33.02 The purpose of this article is to describe the factors which determine how hours of work are assigned, but shall not be interpreted as a guarantee hours of work per day or per week, or days of work per week.
- 33.03 The number of hours actually worked by Personal support workers (“PSW”) in a day or in a week is dependent upon the PSW’s availability, the number of hours of service ordered by WoodGreen’s purchasers of service, and the needs of the clients.
- 33.04 Due to the nature of the work, PSW’s are not regularly scheduled, PSW work hours will fluctuate and no specified number of hours or shifts is guaranteed.
- 33.05 A PSW may refuse an offer of a work assignment within their hours of availability, up to six (6) times in a twelve-month period. However, if the shift offered is of a one (1) hour duration or less, and is an isolated shift where the PSW would have a gap of two and half (2.5) hours or more, or if the notice period for the shift offered is less than 24 hours, the refusal shall not be considered a refusal under this article. Further refusal of a new work assignment within their hours of availability will result in the loss of seniority rights related to the scheduling process for the next three (3) months.
- 33.06 A work assignment refers to the provision of service to a client in the community, or one or more clients at a supportive housing site. It is understood that the duration and intensity of a work assignment may change during the course of the work assignment.
- 33.07 Increase in the hours of service for a client will first be offered to the PSW who is currently working with the client up to a maximum work load (including all client visits and travel hours) of forty four (44) hours in a week, as long as the PSW has the required skill to meet the required need.
- 33.08 A new work assignment means a work assignment for a client that arises when WoodGreen is not currently servicing that client, or for existing clients when the duration and/or intensity of a current work assignment increase(s), and the Personal Support Worker(s) currently working with the client is/are not currently available for the extra work; or the PSW will exceed the maximum permitted work hours described in 33.07; or the PSW does not have the required skill.
- 33.09 A PSW may be offered a temporary work assignment to replace a worker on holidays, an approved training course or approved leaves. A PSW interested in temporary work must complete a commitment form indicating that they are

available for relief work. Relief work will be assigned in accordance with 33.10 (a), (b), and (c).

33.10 New work assignments will be assigned using the following criteria:

- a) The most senior PSW who has previously indicated in accordance with 33.14, that the employee is available to work during the new work assignment shall be offered the work assignment provided the PSW meets the requirements in b) and c) below.
- b) The PSW must have the skill and ability to meet the needs of the assignment. In determining a PSW's skill and ability, WoodGreen shall apply the following criteria:
  - (i) Ability to provide appropriate care to the client consistent with the personal support and homemaking standards, as directed by the purchasers of service;
  - (ii) Client preferences for personal care (e.g. bathing by a PSW based on gender);
  - (iii) Continuity of care, where the lack of continuity would likely lead to an adverse effect on the health of the client.
- c) The PSW must have the availability of hours to meet the requirement of the assignment.
- d) If the senior PSW refuses the work assignment in accordance with paragraph 1 above, the next senior PSW meeting the requirement in (a), (b), and (c) above will be offered the work until the work assignment is filled.
- e) If WoodGreen receives short notice to commence a new work assignment, the work may be assigned to any PSW with availability. Within a two (2) week or shorter period, the work will be reassigned as stated in (a) through (d) above.

33.11 WoodGreen is not required to offer a new work assignment to a PSW, which would result in that PSW regularly being required to work more than forty-four (44) hours per week (including all client visits and travel hours).

33.12 In instances where a PSW must be off for a day/half day for personal reasons, the PSW may request the time off. The worker must give at least three (3) days notice for this request off, unless there are extenuating circumstances, which prohibit the notice period.

33.13 The Form of Commitment shall be the form attached as Appendix G to the Collective Agreement.

33.14 A PSW's stated availability will be given to WoodGreen in writing utilizing the commitment form stating the days and times that the PSW is available for a

work assignment. Such availability may be decreased with two (2) weeks written notice. Changes in availability to work may be submitted every three (3) months to a maximum of four (4) times per year. Where a PSW is increasing the employee's availability, the employee may do so in writing at any time. There may be up to a two (2) week delay in considering the new availability for the purposes of scheduling pursuant to 33.10 above.

33.15 A PSW who is hired and who is available for weekends, overnights, and/or evenings, may not decrease this work commitment for a period of six (6) months. However, this clause shall not apply if the PSW changes the employee's work commitment as a result of health reasons. The PSW may be requested to supply a medical certificate.

33.16 At the discretion of management, a PSW who has been called in to work without having been advised that there is no work, may be reassigned to other duties for the duration of the scheduled work assignment. In the event that no other work is available, the PSW will be paid for the lesser of the scheduled work assignment or to a maximum of three (3) hours.

In the event the PSW refuses a work assignment, the PSW will only be paid for the time from the start of the assignment to the time it takes to confirm a work refusal. The work refusal will be considered work refusal subject to limits of Article 33.05 above.

33.17 Identified concerns with the scheduling process can be brought to the Labour Management Committee.

33.18 Home Help Worker:

- Existing PSW workers working in HMNS (Homemaker and Nurses Services), HH (Home Help) and DVA (Department of Veterans Affairs) are designated with a secondary position called Home Help Worker (HHW).
- HHW position to be part of PSW classification, as WoodGreen would still only hire workers with a PSW designation.
- WoodGreen agrees to pay HHW's according to Appendix S

## **ARTICLE 34 – HEALTH AND SAFETY**

34.01 WoodGreen and the Union agree that they mutually desire to maintain standards of safety and health in WoodGreen in order to prevent accidents, injury, and illness.

34.02 Recognizing its responsibilities under the applicable legislation, WoodGreen agrees to form a Joint Occupational Health and Safety Committee in

accordance with the above mentioned legislation.

- 34.03 The Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- 34.04 WoodGreen agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its obligations.
- 34.05 The terms of reference, procedure, and methods of operations shall be determined by the joint committee.
- 34.06 Time off to attend meetings of the Joint Occupational Health and Safety Committee, shall be granted in accordance with the foregoing, and time used by any representatives attending such meetings shall be considered as work time.
- 34.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 34.08 WoodGreen shall inform its employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation.
- 34.09 WoodGreen shall provide well-stocked first aid kits which shall be kept in clean and sanitary dust-proof containers and shall be available in all work areas.
- 34.10 WoodGreen will reimburse Building Operators, Maintenance Workers, Cleaners and Custodians up to \$110 per calendar year for the purchase of CSA approved work boots or shoes upon submission of a receipt. An employee newly hired into one of these positions is not eligible to submit this request until they have completed their probationary period.
- 34.11 WoodGreen will reimburse employees in the role of Personal Support Worker \$55 for the purchase of non-slip work shoes. An employee newly hired into this position is not eligible to submit this request until they have completed their probationary period.

## **ARTICLE 35 – CONTRACT EMPLOYEES**

- 35.01 A contract employee shall be covered by the terms of this Agreement except as follows:
- a) Seniority – Article 16.01 to 16.07 and 16.09

- b) Leaves of Absence – Article 19
- c) Court Duty – Article 21
- d) Cultural Days – Article 22
- e) Vacation – Articles 25.01, 25.04 – 25.12
- f) Layoff and Recall – Article 18

**Clarity Note:** see article 16.11 for part-time and casual employees who accept a contract position.

## **ARTICLE 36 – BENEFITS**

### 36.01 Permanent Full-time Employees

WoodGreen agrees to provide and pay for benefits as set out below. Eligibility and entitlement for any benefits under the plan shall be subject to the terms and conditions of the carrier. The plan does not form part of the agreement. WoodGreen's obligation under this provision is to pay the appropriate premiums under the plan for the following benefits:

- Dental: 90% Basic, 50% Major Restorative, 9 month recall
- Medical: \$5 deductible with drug card, \$6,000 per year drug cap per individual.
- Semi-private coverage
- \$25 per visit paramedical, a \$1250 per individual maximum per calendar year
- Out of Canada coverage
- Vision Care (includes elective laser vision corrective procedures) - \$300 per 24 months
- Life Insurance – 2 x annual salary
- AD & D – 2 x annual salary
- Dependent Life - \$10,000/spouse; \$5,000/child
- Short Term Disability – combined with sick leave provides 6 month coverage
- Long-term Disability – 6 month elimination period. Premium is employee-paid.

### 36.02 Contract Employees (who are employed on a continuous contract working 28 hours or more per week for a duration of 12 months or more.)

WoodGreen agrees to provide for and pay for benefits as set out below. Eligibility and entitlements for any benefits under the plan shall be subject to the terms and conditions of the carrier as administered by the carrier. The benefit coverage is single coverage only. The Plan does not form part of the agreement. WoodGreen's obligation under this provision is to pay the appropriate premiums under the Plan for the following benefits:

- Same as for Permanent Full-time Employees, without Life Insurance, Dependent Life, AD & D, Short Term Disability, and Long Term Disability.

### 36.03 Personal Support Workers

WoodGreen agrees to provide and pay for benefits as outlined below. Eligibility and entitlement for any benefits under the Plan shall be subject to the terms and conditions of the carrier as administered by the carrier and will apply to those PSWs who have worked a minimum of 728 hours in the preceding 6 month period. A new PSW will qualify for benefits upon the completion of 6 months of service where the employee meets the hour requirement as above. The Plan does not form part of the agreement. WoodGreen's obligation under this provision is to pay the appropriate premiums under the Plan for the following:

- Same coverage as for Contract employees. Family coverage will be grandfathered for those PSW's who have family coverage prior to this agreement.
- In addition, those PSW's who are in receipt of single coverage health and dental benefits are entitled to a \$750 annual Health Spending Account (HSA). The HSA can be used by the employee or eligible dependants for health related expenses, as per the Canada Revenue Agency (CRA) rules.

36.04 Benefits for a PSW will be suspended when the PSW falls below the monthly equivalent of 121.33 hours (pro-rated annual equivalent 1456 hours per year) worked for WoodGreen for three (3) consecutive months. WoodGreen will notify a PSW who falls below the required hours in the first month, and again will notify a PSW if the employee has fallen below for a second consecutive month. At the conclusion of the third consecutive month, the PSW will be notified that benefits have been suspended. Benefits will be reinstated when the hours are increased and maintained at the monthly equivalent of 121.33 hours per month for three (3) consecutive months. Statutory holidays, unpaid vacation days entitlement under article 25.01, and paid sick leave will be counted as hours worked for the purposes of this section 36.04.

36.05 ESL Instructors who have completed eight (8) years of service and are regularly scheduled to work more than 20 hours per week shall be entitled to a Health Care Spending Account of \$400 per fiscal year.

### 36.06 Group RRSP for Permanent Full-time Employees and Personal Support Workers

The Group Registered Retirement Savings Plan (RRSP) is available only to permanent full-time employees, as well as Personal Support Worker as

defined by 4.05. This benefit shall be provided as described in the Group RRSP Plan. This Plan shall not form part of the Collective Agreement, but WoodGreen's obligation shall be to make the required contributions to the employee's RRSP account. All permanent full-time employees must join the plan after 12 months of employment from the date of full-time permanent employment.

### 36.07 Contributions

Permanent full-time employees are required to contribute 3% of their regular salary by payroll deduction.

WoodGreen will contribute as follows:

<b>Years of Full-Time Permanent Service</b>	<b>Percentage Contributed</b>
Less than 12 months	NIL
12 months or greater but less than 48 months	3%
48 months or greater but less than 96 months	4%
96 months or greater but less than 180 months	5%
180 months or greater	6%

Employees may choose to make additional voluntary contributions. However, WoodGreen will not match any additional voluntary contributions.

36.08 Upon completion of one (1) year of service, WoodGreen will enroll the PSW into the Group RRSP program and will start contributing 1% of the employee's regular earnings to the Group RRSP Plan. The PSW will not be required to contribute to the plan but may elect to do so on a voluntary basis.

36.09 WoodGreen will provide to all employees a copy of the information booklets containing a description of the plans, including the benefit plan and the Group RRSP.

### 36.10 Employee and Family Assistance Program

The Employee and Family Assistance Program (EFAP) is a confidential counselling and information service available to all active WoodGreen employees, regardless of employment category. Access to the program ends when employment terminates. WoodGreen pays the full cost of the program. The program shall be as described in the Program document. This document shall not form part of the Collective Agreement.

36.11 Benefits (including group RRSP) will not be continued for employees on personal leave, educational leave, layoff, union leave and any other unpaid leave of absence. For unpaid leave of absence and union leave, the employee shall have the option of continuing their group insurance (and RRSP

contributions where applicable) by paying for the entire benefits package at their own expense, when permitted by the plan.

## **ARTICLE 37 – REIMBURSEMENT**

- 37.01 Employees who are authorized by their supervisor to use the employee's vehicle for WoodGreen business-to-business travel are entitled to a mileage allowance of fifty-eight (58) cents per km. The employee is expected to take the shortest and most direct route for business-to-business travel and record actual mileage incurred. Management reserves the right to verify mileage claims. A notation should accompany the Travel and Mileage Form to explain a significant single trip variation of mileage incurred (i.e. detours). There will be no reimbursement between home and the first and last call of the day. Employees must complete the Travel and Mileage form in order to be reimbursed. This will be considered to cover all costs including a minimum level of \$1,000,000 Public Liability and Property Damage Insurance, which the Employee is required to maintain. Employees are prohibited from transporting clients in their vehicles.
- 37.02 There is no reimbursement for payment of fines incurred for traffic offences or parking offences.
- 37.03 WoodGreen shall pay reasonable parking expenses incurred in the course of business-tobusiness duties if the Employee provides receipts for such costs and is required by their supervisor to use their own vehicle for WoodGreen business-to-business travel.
- 37.04 Staff, other than PSWs, who are authorized by their Supervisor to use public transportation in carrying out their duties will be reimbursed the cost of a single trip non-cash fare (bulk token or Presto fees, whichever is less) to a maximum of the monthly Metropass cost. Employees must complete the Travel and Mileage form in order to be reimbursed. There will be no reimbursement between home and the first and last call of the day.
- 37.05 WoodGreen will pay twenty (20) minutes of travel time for all PSWs who travel between clients. PSW servicing clients in the same building will not be paid travel time.
- 37.06 WoodGreen will reimburse PSWs for each trip between clients requiring use of public transportation the cost of a single trip non-cash fare (bulk token or Presto fees, whichever is less) to a maximum of the monthly Metropass cost. PSWs trip fare will be paid out monthly on the last pay period of the month.



There will be no reimbursement between home and the first and last call of the day. For mandatory meetings scheduled by WoodGreen for all employees up to two (2) hours before or after their regularly scheduled shift, and where travel is required, WoodGreen will reimburse according to article for 36.01 for up to sixty (60) minutes of total travel time per day (inclusive of total travel time between clients and to such mandatory meetings).

### **ARTICLE 38 – DURATION**

38.01 This agreement shall be in effect from April 1<sup>st</sup>, 2020 until the 31<sup>st</sup> of March 2023 and shall continue to be in effect from year to year, thereafter, unless either party serves notice in writing within ninety (90) days prior to the expiry date, of its desire to make amendments.

38.02 All amendments to this agreement from the previous agreement are effective August 12<sup>th</sup>, 2020, save and except the wage schedules which were effective April 1<sup>st</sup>, 2020, with retroactive wage adjustments.

## **APPENDIX A – Retirement Savings Programs**

In response to a proposal from the Union to explore alternative retirement savings vehicles for their members, WoodGreen agrees to undertake a process within twelve months of ratification of this agreement to investigate a multi-employer defined benefit pension plan that could be an alternative to the existing Group RRSP program.

A working group will be established, comprised of four (4) management and four (4) Union representatives. WoodGreen will present alternatives to the working group who will make a recommendation to the Labour Management Committee on the next steps.

In the event, it is determined it would be beneficial to transition to an alternative plan, WoodGreen will work with the Union to develop an education and information plan, and a process for the broader membership to support the recommendation. If a strict majority support is achieved, WoodGreen will transition to the endorsed plan.

It is understood by both parties that any recommended plan will not increase the employer contribution levels defined in the current Collective Agreement.

This Letter of Understanding is to be appended to and forms part of the Collective Agreement.

## **APPENDIX B – Bed Bugs**

### **LETTER OF UNDERSTANDING**

WOODGREEN COMMUNITY SERVICES  
("WoodGreen")

And

WORKERS UNITED CANADA COUNCIL  
on its own behalf and on behalf of its Local 154  
("Union")

#### **Letter of Understanding re: Bed Bugs**

WHEREAS WoodGreen and the Union executed a collective agreement on April 1, 2011 (the "Collective Agreement");

AND WHEREAS WoodGreen wishes to assist Employees who have incurred bed bug infestations as a result of performing their duties for WoodGreen;

AND WHEREAS WoodGreen and the Union have agreed to enter into this Letter of Understanding;

THE PARTIES HEREBY AGREE that if the residence of an Employee, as defined in the Collective Agreement, becomes infested with bed bugs and such infestation is reasonably attributable to the Employee's performance of his or her duties for WoodGreen, WoodGreen shall:

- a) Permit the Employee to use up to 5 days of Sick Leave, as defined in the Collective Agreement, to deal with such infestation, provided that the Employee has sufficient Sick Leave days available;
- b) Reimburse the Employee for treatments (spraying or heat) of the Employee's residence, up to a total maximum of \$700, provided that the Employee submits an itemized invoice from a qualified professional that clearly indicates that the Employee's residence was treated for bed bugs. WoodGreen will also pay \$20 for laundry expenses to an employee who has received bed bug treatments.

Each Employee will be entitled to make a claim for the benefits pursuant to this Letter of Understanding only once during the life of the Collective Agreement.

The Bed Bug and Hoarding Specialist will receive a monthly stipend of \$100.00 towards the cost of laundering work clothing.

This Letter of Understanding is to be appended to and forms part of the Collective Agreement.

**APPENDIX C – Regularly Scheduled Shifts for PSW’s**

**LETTER OF UNDERSTANDING**

WOODGREEN COMMUNITY SERVICES  
("WoodGreen")

And

WORKERS UNITED CANADA COUNCIL  
on its own behalf and on behalf of its Local 154  
("Union")

**Letter of Understanding re: Regularly Scheduled Shifts for Personal Support Workers**

WHEREAS WoodGreen and the Union executed a collective agreement on April 1, 2011 (the "Collective Agreement");

AND WHEREAS prior to this Letter of Understanding, Personal support workers who worked more than 3 regularly-scheduled shifts became eligible for permanent full-time status and benefits;

AND WHEREAS WoodGreen and the union have agreed to enter into this Letter of Understanding;

THE PARTIES HEREBY AGREE that notwithstanding anything in the Collective Agreement or anything to the contrary, Personal support workers will be permitted to work as many as five (5) regularly-scheduled shifts but will not be considered "permanent full-time" for any purpose, including eligibility for benefits.

This Letter of Understanding is to be appended to and forms part of the Collective Agreement.

## **APPENDIX D – Overtime in the Child Care Unit**

### **LETTER OF UNDERSTANDING**

WOODGREEN COMMUNITY SERVICES  
("WoodGreen")

and

WORKERS UNITED CANADA COUNCIL LOCAL 154  
("UNION")

#### **Letter of Understanding re: Overtime in the Child Care Unit**

This letter of understanding represents the agreement that WoodGreen Community Services and Workers United Canada Council, reached on the matter of how overtime (compensatory time) is calculated in the Child Care Unit (the "unit") only. This particular calculation applies only in the event of the late pick-up of a child (i.e. after 6:00 p.m.)

Overtime (compensatory time) worked by employees in the unit, related to the late pick up of children in the unit will be calculated as follows. Five (5) minutes will be added to the time worked by the employees as recorded on the second late pick-up sheet that is signed when a child is picked-up after 6:00 p.m. For example, if the second late pick-up sheet shows a sign-out time of 6:08 PM, the total overtime (compensatory time) earned for the staff working late will be 13 minutes, calculated based on 6:08 (8 minutes) plus an additional 5 minutes.

This method of overtime (compensatory time) calculation is limited exclusively to the unit. All other programs and units within WoodGreen will continue to earn overtime (compensatory time) as set out in the collective agreement.

This Letter of Understanding is to be appended to and forms part of the Collective Agreement.

## APPENDIX E – Pregnancy and Parental Leave Income Benefits

### LETTER OF UNDERSTANDING

WOODGREEN COMMUNITY SERVICES  
("WoodGreen")

and

WORKERS UNITED CANADA COUNCIL LOCAL 154  
("UNION")

#### **Letter of Understanding re: Pregnancy and Parental Leave Income Benefits**

Workers United Canada Council ("**Union**") and WoodGreen Community Services ("**WoodGreen**") hereby agree as follows with respect to income benefits for permanent full-time employees taking a pregnancy and/or parental leave of absence:

1. At the election of a permanent full-time employee, WoodGreen will provide income benefits as a supplement to Employment Insurance maternity leave benefits such that permanent full-time employees will continue to receive an amount equal to their regular semi-monthly vacation pay entitlement for each pay period during a maternity leave of up to 17 weeks (inclusive of the EI waiting period) in the case of a full-time employee who is the primary caregiver of the child and entitled to Employment Insurance maternity leave benefits.
2. At the election of a permanent full-time employee, WoodGreen will provide income benefits as a supplement to Employment Insurance parental leave benefits such that permanent full-time employees will continue to receive an amount equal to their regular semi-monthly vacation pay entitlement for each pay period during a parental leave of up to 35 weeks (inclusive of the EI waiting period, if applicable) in the case of a full-time employee who is the primary caregiver of the child and entitled to Employment Insurance parental leave benefits.
3. Permanent full-time employees who elect to receive the income benefits described in paragraphs 1 and/or 2 above will continue to accrue normal unpaid vacation time during their maternity and/or parental leave, provided, however, that such employees will not accrue vacation pay during the period of their maternity and/or parental leave of absence, as applicable.
4. Full benefits will be provided while on maternity and parental leave on the same terms as prior to the leave.

This Letter of Understanding is to be appended to and forms part of the Collective Agreement.

## **APPENDIX F – Mandatory Training in the Child Care Unit**

### **LETTER OF UNDERSTANDING**

WOODGREEN COMMUNITY SERVICES  
("WoodGreen")

And

WORKERS UNITED CANADA COUNCIL  
on its own behalf and on behalf of its Local 154  
("Union")

#### **Letter of Understanding re: Mandatory Training in Child Care Unit**

Workers United Canada Council ("**Union**") and WoodGreen Community Services ("**WoodGreen**") hereby agree as follows with respect to bargaining unit employees in the Child Care Unit:

1. Notwithstanding Article 28.02 of the Collective Agreement, bargaining unit employees in the Child Care Unit who are required to attend mandatory training, as determined by WoodGreen, outside of regularly scheduled working hours will be paid for the actual time the employee is present and in attendance at such training and will not be provided with lieu-time. All time spent in attendance at such mandatory training outside of regularly scheduled working hours will be considered hours work for the purposes of calculating an employee's weekly overtime entitlement, if any.

This Letter of Understanding is to be appended to and forms part of the Collective Agreement.

# APPENDIX G – Personal Support Worker Form of Commitment

## Personal Support Worker Availability Commitment Form

Date: \_\_\_\_\_

By signing this form, I, \_\_\_\_\_ agree to be available for the following work hours:

(24 hour clock – 00:01 – 23:59 hrs)

	<b>Start Time</b>	<b>End Time</b>	<b>Explanation (if any)</b>
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

**Relief pool** (available on short notice for sick or vacation replacement)

- I am available for the relief pool
- I am not available for the relief pool

**Allergy Issues:** Please do not provide me with any hours where I will be required to work with any of the following:

- I have an allergy that prevents me from working in a home with pets
- I have an allergy that prevents me from working in a home where individuals smoke
- Medical evidence attached

\_\_\_\_\_  
Signature



**APPENDIX H – Job Postings**

**LETTER OF UNDERSTANDING**

WOODGREEN COMMUNITY SERVICES  
("WoodGreen")

And

WORKERS UNITED CANADA COUNCIL  
on its own behalf and on behalf of its Local 154  
("Union")

**Letter of Understanding re: Job Postings**

WoodGreen agrees that in future job competitions when assessing the skill and demonstrated ability of candidates under the Collective Agreement, WoodGreen will assess the candidates experience in addition to the interview and any other factors.

WoodGreen agrees that future job postings will state what will set you apart.

It is understood that WoodGreen may specify minimum educational qualifications in future job postings.

This Letter of Understanding is to be appended to and forms part of the Collective Agreement

## **APPENDIX I – Wage Enhancements**

### **LETTER OF UNDERSTANDING**

WOODGREEN COMMUNITY SERVICES  
("WoodGreen")

And

WORKERS UNITED CANADA COUNCIL  
on its own behalf and on behalf of its Local 154  
("Union")

#### **Letter of Understanding re: Wage Enhancements**

WoodGreen shall maintain regular updates to the Union and all employees advising them of the timing and eligibility of wage enhancement payments from federal, provincial, and municipal governments. When WoodGreen receives the funding there shall be no undue delay in its distribution to employees.

This Letter of Understanding is to be appended to and forms part of the Collective Agreement

## **APPENDIX J – Former AIS Employees**

WoodGreen Community Services  
("WoodGreen")  
And

WORKERS UNITED CANADA COUNCIL  
on its own behalf and on behalf of its Local 154  
("Union")

Whereas, WoodGreen was deemed the successor employer for employees who were employed by Accommodation, Information and Support (AIS) on March 31, 2020.

And Whereas those employees were entitled to benefits and compensation that were in excess of what they would otherwise have been entitled to under the terms and conditions of the Collective Agreement between WoodGreen Community Services and Workers United Canada Council Local 154.

The Parties hereby agree that notwithstanding the standard provisions of this Collective Agreement, that for the duration of the current collective agreement, the following terms and conditions will apply to those employees who had been employed with AIS on March 31, 2020:

### **ARTICLE 17 – JOB VACANCIES**

17.04 Should a member of the WoodGreen Spadina team resign from their position, and should WoodGreen elect to post that position as a vacancy, a member of the WoodGreen Spadina team who was employed with AIS prior to April 1<sup>st</sup>, 2020 will be given preferential awarding of the role, provided they are currently employed in the WoodGreen Spadina team. If WoodGreen deems that the skills and demonstrated abilities of the former AIS employee applicant is sufficient, the former AIS with the most seniority will be selected.

17.05 Once a position that was held by a former AIS employee has been filled by non-AIS employee, that role is no longer eligible for preferential awarding to former an AIS employees.

## **ARTICLE 18 – LAYOFF AND RECALL**

- 18.07 Former AIS employees will be protected from bumping from a non-WoodGreen Spadina employee while they hold a position within the WoodGreen Spadina team that existed within AIS prior to April 1<sup>st</sup>, 2020.
- 18.08 If a former AIS employee accepts a position with WoodGreen outside the WoodGreen Spadina team, then they are no longer protected from layoff from a non-WoodGreen Spadina employee outlined in 18.07 of this Letter of Understanding.
- 18.09 If WoodGreen hires a non-former AIS staff into a position within the WoodGreen Spadina team, the non-former AIS employee is not entitled to the protections outlined in 18.07. The non-former AIS employee will be subject to the standard layoff and recall provisions of this Collective Agreement.

## **ARTICLE 22 - CULTURAL DAYS**

- 22.01 Permanent full-time employees are entitled to three (3) days per calendar year for religious, cultural, or personal reasons. These days cannot be carried over to the next calendar year and will be lost if not used. Furthermore, if they have not been used at the time an employee terminates, they will not be paid out. With at least four (4) weeks written notice, staff must request the time off in advance with the supervisor to use cultural heritage days. Requests may only be denied in extreme circumstances when minimum staffing cannot be maintained to run the program. After one year of permanent full-time service, employees will be entitled to four (4) days per calendar year.

## **ARTICLE 24 – PAID HOLIDAYS**

- 24.01 The following statutory holidays shall be observed:
- New Year's Day
  - Family Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Christmas Day

- Boxing Day

All salaried and permanent full-time employees will be paid holiday pay at their standard straight-time hourly rate. All casual, part-time, contract hourly and personal support workers will be paid holiday pay by: calculating all of the regular wages the employee earned and all of the vacation pay that was payable to the employee in the four work weeks ending just before the work week with the holiday, divided by twenty, in accordance with the Employment Standards Act (ESA).

## **ARTICLE 25 - VACATIONS AND VACATION PAY**

25.01 Permanent full-time employees will accrue vacation earnings based upon the following schedule:

- Day 1 but less than 1 years = 15 days accrued at the rate of 4.38 hours per pay period to a maximum of 8.75 hours per month, pro-rated based on FTE.
- 1 years but less than 2 years = 20 days accrued at the rate of 5.83 hours per pay period to a maximum of 11.67 hours per month, pro-rated based on FTE.
- 2 years but less than 3 years = 21 days accrued at the rate of 6.125 per pay period to a maximum of 12.25 hours per month, pro-rated based on FTE.
- 3 years but less than 4 years = 22 days accrued at the rate of 6.42 per pay period to a maximum of 12.82 hours per month, pro-rated based on FTE.
- 4 years but less than 5 years = 23 days accrued at the rate of 6.71 per pay period to a maximum of 13.42 hours per month, pro-rated based on FTE.
- 5 years but less than 6 years = 24 days accrued at the rate of 7.0 per pay period to a maximum of 14.00 hours per month, pro-rated based on FTE.
- 6 years or greater = 25 days accrued at the rate of 7.29 per pay period to a maximum of 14.58 hours per month, pro-rated based on FTE.

## **ARTICLE 35 – BENEFITS**

### **Group Extended Health and Dental**

35.01 WoodGreen agrees to provide and pay for benefits as set out below. Eligibility and entitlement for any benefits under the plan shall be subject to the terms and conditions of the carrier. The plan does not form part of the agreement. WoodGreen's obligation under this provision is to pay the appropriate premiums under the plan for the following benefits:

- Dental: 90% Basic, 50% Major Restorative, 9 month recall
- Medical: \$5 deductible with drug card, \$6,000 per year drug cap per individual.
- Semi-private coverage
- \$25 per visit paramedical, a \$1250 per individual maximum per calendar year
- Out of Canada coverage
- Vision Care (includes elective laser vision corrective procedures) - \$300 per 24 months
- Life Insurance – 2 x annual salary
- AD & D – 2 x annual salary
- Dependent Life - \$10,000/spouse; \$5,000/child
- Short Term Disability – combined with sick leave provides 6 month coverage
- Long-term Disability – 6 month elimination period. Premium is employee-paid
- Health Care Spending Account in the amount of \$1200 each fiscal year for all employees once they become eligible for benefits.

### Registered Retirement Savings Program (RRSP)

35.06 WoodGreen will contribute 5% of annual salary of each employee. Employee's participation in the program is mandatory, and subject to all of the rules of the plan. The contributions shall be made to a financial institution of the employees' choice.

### Appendix K – Pay Grid

Employees will receive wage increases on their current salaries as follows:

- November 18, 2020 – 1%
- April 1, 2021 – 1%
- April 1, 2022 – 1%

Employees who have not reached the maximum salary level in the salary grid will progress through the grid on their anniversary date.

This Letter of Understanding is to be appended to and forms part of the Collective Agreement.

## **APPENDIX L – Contracting Out**

WoodGreen will make all reasonable efforts to avoid contracting out that will result in the layoff of bargaining unit members. Prior to contracting out, WoodGreen will meet with the Union to discuss its plans and adverse effects on the bargaining unit.

## **APPENDIX M – Prevention of Mental Health Injury**

The union and the employer agree to cooperate in the prevention of mental health injuries. The employer will, upon request, consider removing a client from a worker in circumstances where the client or the client's family member could be causing mental health injury to the member. Such request should not constitute grounds for discipline.

## **APPENDIX N – Bill 124**

WoodGreen recognizes that this agreement was negotiated while the parties were constrained by Bill 124. WoodGreen is a member of the Ontario Nonprofit Network who put forward a position in November 2019 that outlines the impact of Bill 124 on the Community Services Sector. WoodGreen does not have the authority to address this issue in the current bargaining environment. In the event that the constitutional challenge is successful and Bill 124 is repealed, WoodGreen commits to working with the broader public sector to find a way to mitigate the impact of Bill 124.

## **APPENDIX O – Protection from Workplace Violence**

WoodGreen will make every reasonable effort to protect staff from workplace violence. WoodGreen agrees to develop and enforce explicit policies and procedures to deal with workplace violence in consultation with the Labour Management Committee (LMC) and Multi-site Joint Health and Safety Committee (MSJHSC).

These Letter of Understandings are to be appended to and form part of the Collective Agreement.

**APPENDIX P – Schedule of Positions**

<b>Position Title</b>	<b>Salary Grid Level</b>
Application Support Assistant	A
Child Program Worker (Various Programs)	A
IT Training Assistant	A
Rite of Passage Facilitator Assistant	B
Cleaner	B
Data Management Assistant	B
Driver (Various Programs)	B
Handy Person	B
Housekeeper/Program Assistant (Child Care)	B
Information and Referral Services Assistant	B
Marketing Assistant	B
Personal Support Worker (Various Programs)	B
Resource Centre Assistant	B
Rites of Passage Youth Outreach Worker Assistant	B
Bus Driver	C
Child Care Program Assistant	C
Children Program Team Lead	C
Maintenance Worker	D
Administrative Support Staff (Various Programs)	E
Building Operator	E
Clerical Support	E
Client Service Representatives (Various Programs)	E
Client Support Worker	E
ECA Program Staff (Various Programs)	E
Independent Living Support Worker	E
Food Handler	E
Information and Referral Receptionist	E
Maintenance Mechanic	E
Parent Outreach Program Home Visitor	E
Receptionist (Various Programs)	E
Accounts Payable Clerk	F
Activitionist	F
Administrative Assistant (Various Programs)	F
Case Aide	F
Community Lounge Worker	F



Crisis Outreach Worker	F
ECE Program Staff (Various Programs)	F
ESL CNC Worker	F
IT Technical Assistant	F
Overnight Support Worker	F
Program Assistant (Various Programs)	F
Scheduler/Scheduling Coordinator	F
Social Recreation Worker	F
Transportation Worker	F
Adult Protection Service Worker	G
Community Housing Development Worker	G
Community Housing Administration Worker	G
Community Engagement Coordinator	G
Community Health Facilitator	G
Coordinator Food Services	G
Coordinator Friendly Visiting & Safety Services	G
Coordinator Seniors Active Living Centre	G
Corporate Engagement & Communication	G
Crisis Worker	G
Employment Advisor	G
Employment Case Counsellor	G
Employment Consultant	G
Financial Empowerment Coordinator	G
Financial Empowerment Counsellor	G
Financial Wellness Coordinator	G
Group Coordinator - Community Connections	G
Housing Help Worker	G
Housing Support Worker	G
Intake and Outreach Coordinator	G
Mental Health Case Worker	G
Mentorship Coordinator - Community Connections	G
Outreach Coordinator	G
Parent Outreach Program Coordinator	G
Program Coordinator ADP	G
Project Administrator	G
Recreational and Life Skills Facilitator	G
Recreational Therapist	G
Recruitment Advisor	G

Resource Facilitator	G
Rite of Passage Facilitator	G
Senior Accounts Payable Clerk	G
Settlement Counsellor (Various Areas of Focus)	G
Social Worker (Various Areas of Focus)	G
Syrian Family Support Worker	G
Team Member – Seniors Line	G
Volunteer Coordinator - Community Connections	G
Workshop Facilitator	G
Youth Facilitator & Outreach Worker	G
Coordinator IT Training	H
Network Support Analyst	H
Business & Database Analyst	H
Community Development Team Lead	I
Community Housing Team Lead	I
Case Counsellor Specialist	J
Clinical Social Worker (Various Programs)	J
Community Mental Health Counsellor	J
Concurrent Disorder Harm Reduction Specialist	J
Coordinator Research & Evaluation	J
Coordinator Tutoring Program	J
Crisis Team Lead	J
Family Resource Counsellor	J
Mental Health Counselor Community	J
Mental Health Employment Specialist	J
Partnership Coordinator	J
Psychogeriatric Specialist	J
Resource Teacher	J
Tutor	J
Home Help Worker	Q
ESL Instructor	T
Tenant-on-Call	Per Collective Agreement
After Four – Program Assistants	Student Rate
Summer Students	Student Rate

**APPENDIX Q – Salary Grid – Permanent Full Time Staff**

<b>April 1, 2019 – March 31, 2020</b>				
<b>Annual salary</b>				<b>Explanation</b>
<b>External Staff (2% Less than Internal Rate)</b>		<b>Internal Staff</b>		
<b>Effective April 1, 2019</b>		<b>Effective April 1, 2019</b>		
A7	\$26,601	A8	\$27,144	
B7	\$31,787	B8	\$32,435	
C7	\$34,120	C8	\$34,817	
D7	\$26,656	D8	\$37,404	
E7	\$39,389	E8	\$40,193	
F7	\$45,214	F8	\$46,137	
G7	\$48,760	G8	\$49,755	
H7	\$50,737	H8	\$51,773	
I7	\$53,434	I8	\$54,525	
J7	\$57,228	J8	\$58,396	

**2020 – 2023 COLLECTIVE AGREEMENT**

<b>April 1, 2020 – March 31, 2021</b>				
<b>Annual Salary</b>				<b>Explanation</b>
<b>External Staff (2% Less than Internal Rate)</b>		<b>Internal Staff</b>		
A7	\$26,867	A8	\$27,415	
B7	\$31,104	B8	\$32,759	
C7	\$34,462	C8	\$35,165	
D7	\$37,022	D8	\$37,778	
E7	\$39,783	E8	\$40,595	
F7	\$45,666	F8	\$46,598	
G7	\$49,248	G8	\$50,253	Staff move from Step 7 to Step 8 after two (2) years of full-time service on their anniversary date.
H7	\$51,245	H8	\$52,291	
I7	\$53,969	I8	\$55,070	
J7	\$57,800	J8	\$58,980	

<b>April 1, 2021 – March 31, 2022</b>					
<b>Annual Salary</b>				<b>Explanation</b>	
<b>External Staff (2% Less than Internal Rate)</b>		<b>Internal Staff</b>			
A7	\$27,135	A8	\$27,689	1% increase on the March 31, 2021 internal rate. External rate is a 2% discount on the internal rate.	
B7	\$32,425	B8	\$33,087		
C7	\$34,807	C8	\$35,517		
D7	\$37,393	D8	\$38,156		
E7	\$40,181	E8	\$41,001		
F7	\$46,123	F8	\$47,064	Staff move from Step 7 to Step 8 after two (2) years of full-time service on their anniversary date.	
G7	\$49,741	G8	\$50,756		
H7	\$51,758	H8	\$52,814		
I7	\$54,509	I8	\$55,621		
J7	\$58,379	J8	\$59,570		

<b>April 1, 2022 – March 31, 2023</b>					
<b>Annual Salary</b>				<b>Explanation</b>	
<b>External Staff (2% Less than Internal Rate)</b>		<b>Internal Staff</b>			
A7	\$26,592	A8	\$27,966	1% increase on the March 31, 2022 internal rate. External rate is a 2% discount on the internal rate.	
B7	\$31,777	B8	\$33,418		
C7	\$34,111	C8	\$35,872		
D7	\$36,645	D8	\$38,538		
E7	\$39,377	E8	\$41,411		
F7	\$45,201	F8	\$47,535	Staff move from Step 7 to Step 8 after two (2) years of full-time service on their anniversary date.	
G7	\$48,746	G8	\$51,264		
H7	\$50,723	H8	\$53,342		
I7	\$53,419	I8	\$56,177		
J7	\$57,211	J8	\$60,166		

**APPENDIX R – Pay Grid – Contract Staff Salaried and Hourly**

<b>April 1, 2019 – March 31, 2020</b>				
<b>Level</b>	<b>Annual Salary</b>	<b>Hourly</b>	<b>Salaried</b>	<b>Explanation</b>
A	\$27,144	\$14.91	\$14.91405	
B	\$32,435	\$17.82	\$17.82159	
C	\$34,817	\$19.13	\$19.13006	
D	\$37,404	\$20.56	\$20.55146	
E	\$40,193	\$22.08	\$22.08393	
F	\$46,137	\$25.35	\$25.35000	
G	\$49,755	\$27.34	\$27.33807	
H	\$51,773	\$28.45	\$28.44665	
I	\$54,525	\$29.96	\$29.95873	
J	\$58,396	\$32.09	\$32.08544	

**2020 – 2023 COLLECTIVE AGREEMENT**

<b>April 1, 2020 – March 31, 2021</b>				
<b>Level</b>	<b>Annual Salary</b>	<b>Hourly</b>	<b>Salaried</b>	<b>Explanation</b>
A	\$27,415	\$15.06	\$15.06319	Increase of 1% over the March 31, 2020 pay rate.
B	\$32,760	\$18.00	\$18.00000	
C	\$35,165	\$19.32	\$19.32143	
D	\$37,778	\$20.76	\$20.75714	
E	\$40,595	\$22.30	\$22.30495	
F	\$46,598	\$25.60	\$25.60330	Stay at the salary/hourly rate for the duration of the contract
G	\$50,253	\$27.61	\$27.61154	
H	\$52,291	\$28.73	\$28.73132	
I	\$55,070	\$30.26	\$30.25824	
J	\$58,979	\$32.41	\$32.40604	

**April 1, 2021 – March 31, 2022**

<b>Level</b>	<b>Annual Salary</b>	<b>Hourly</b>	<b>Salaried</b>	<b>Explanation</b>
A	\$27,689	\$15.21	\$15.21374	Increase of 1% over the March 31, 2021 pay rate.
B	\$33,088	\$18.18	\$18.18022	
C	\$35,517	\$19.51	\$19.51484	
D	\$38,156	\$20.97	\$20.96484	
E	\$41,001	\$22.52	\$22.52802	
F	\$47,064	\$25.86	\$25.85934	Stay at the salary/hourly rate for the duration of the contract
G	\$50,756	\$27.89	\$27.88791	
H	\$52,814	\$29.02	\$29.01868	
I	\$55,621	\$30.56	\$30.56099	
J	\$59,569	\$32.73	\$32.73022	

**April 1, 2022 – March 31, 2023**

<b>Level</b>	<b>Annual Salary</b>	<b>Hourly</b>	<b>Salaried</b>	<b>Explanation</b>
A	\$27,966	\$15.36	\$15.36593	Increase of 1% over the March 31, 2022 pay rate.
B	\$33,419	\$18.36	\$18.36209	
C	\$35,872	\$19.71	\$19.70989	
D	\$38,538	\$21.18	\$21.17473	
E	\$41,411	\$22.75	\$22.75330	
F	\$47,535	\$26.12	\$26.11813	Stay at the salary/hourly rate for the duration of the contract
G	\$51,264	\$28.17	\$28.16703	
H	\$53,342	\$29.31	\$29.30879	
I	\$56,177	\$30.87	\$30.86648	
J	\$60,165	\$33.06	\$33.05769	

**APPENDIX S – Pay Grid – Casual and Part-time Staff**

<b>April 1, 2019 – March 31, 2020</b>				
<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Explanation</b>
A			14.00	
B	15.52	16.06	16.57	
C	16.68	17.22	17.78	
D	17.92	18.50	19.10	
E	19.26	19.87	20.51	
F	22.06	22.80	23.56	
G	23.80	24.57	25.37	
H	24.75	25.58	26.44	
I	25.74	26.60	27.47	
J	27.68	28.64	29.55	
T			40.75	

**2020 – 2023 COLLECTIVE AGREEMENT**

<b>April 1, 2020 – March 31, 2021</b>				
<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Explanation</b>
A	\$ -	\$ -	\$14.14	1% Increase over the March 31, 2020 wage rate
B	\$15.68	\$16.22	\$16.74	
C	\$16.85	\$17.39	\$17.96	
D	\$18.10	\$18.69	\$19.29	
E	\$19.45	\$20.07	\$20.72	
F	\$22.28	\$23.03	\$23.80	
G	\$24.04	\$24.82	\$25.62	
H	\$25.00	\$25.84	\$26.70	
I	\$26.00	\$26.87	\$27.74	
J	\$27.96	\$28.93	\$29.85	
T	\$ -	\$ -	\$41.16	

**April 1, 2021 – March 31, 2022**

Level	Step 1	Step 2	Step 3	Explanation
A	\$ -	\$ -	\$14.28	1% Increase over the March 31, 2021 wage rate
B	\$15.84	\$16.38	\$16.91	
C	\$17.02	\$17.56	\$18.14	
D	\$18.28	\$18.88	\$19.48	
E	\$19.64	\$20.27	\$20.93	
F	\$22.50	\$23.26	\$24.04	
G	\$24.28	\$25.07	\$25.88	
H	\$25.25	\$26.10	\$26.97	
I	\$26.26	\$27.14	\$28.02	
J	\$28.24	\$29.22	\$30.15	
T	\$ -	\$ -	\$41.57	

**April 1, 2022 – March 31, 2023**

Level	Step 1	Step 2	Step 3	Explanation
A	\$ -	\$ -	\$14.42	1% Increase over the March 31, 2022 wage rate
B	\$16.00	\$16.54	\$17.08	
C	\$17.19	\$17.74	\$18.32	
D	\$18.46	\$19.07	\$19.67	
E	\$19.84	\$20.47	\$21.14	
F	\$22.73	\$23.49	\$24.28	
G	\$24.52	\$25.32	\$26.14	
H	\$25.50	\$26.36	\$27.24	
I	\$26.52	\$27.41	\$28.30	
J	\$28.52	\$29.51	\$30.45	
T	\$ -	\$ -	\$41.99	

Casual employees stay at step 1. No movement.

Part time employees at step 1 or step 2 move through the grid every two fiscal years.

Part time employees at step 3 do not move.

**SPECIAL PAY PROVISIONS**

Tenants on call - \$6,000 per year flat rate (grid increases and step progressions do not apply).

Students are to be paid minimum wage or the amount provided for in any funding grant.



## **APPENDIX T – Pay Grid – Home Help Workers/Personal Support Workers**

### PAY GRID – HOME HELP WORKERS (HHW) Positions

<b>April 1, 2019 – March 31, 2020</b>		
<b>Level</b>	<b>Wage Rate</b>	<b>Explanation</b>
Q1	\$16.27	
Q2	\$16.96	

### **2020 – 2023 COLLECTIVE AGREEMENT**

<b>April 1, 2020 – March 31, 2021</b>		
<b>Level</b>	<b>Wage Rate</b>	<b>Explanation</b>
Q1	\$16.43	Each step increases by 1% over the March 31, 2020 rate.
Q2	\$17.13	

<b>April 1, 2021 – March 31, 2022</b>		
<b>Level</b>	<b>Wage Rate</b>	<b>Explanation</b>
Q1	\$16.59	Each step increases by 1% over the March 31, 2021 rate.
Q2	\$17.30	

<b>April 1, 2022 – March 31, 2023</b>		
<b>Level</b>	<b>Wage Rate</b>	<b>Explanation</b>
Q1	\$16.76	Each step increases by 1% over the March 31, 2022 rate.
Q2	\$17.47	

### **Explanation**

HHW staff will be paid at the Q1 level for the first 728 hours worked and at Q2 after the completion of 728 hours.

PAY GRID - PERSONAL SUPPORT WORKERS

<b>April 1 2019 – March 31, 2020</b>		
<b>Level</b>	<b>Wage Rate</b>	<b>Explanation</b>
PSW	\$17.82000	

**2017 – 2020 COLLECTIVE AGREEMENT**

<b>April 1 2020 – March 31, 2021</b>		
<b>Level</b>	<b>Wage Rate</b>	<b>Explanation</b>
PSW	\$18.00	Increases by 1% over the March 31, 2020 rate.

<b>April 1 2021 – March 31, 2022</b>		
<b>Level</b>	<b>Wage Rate</b>	<b>Explanation</b>
PSW	\$18.18	Increases by 1% over the March 31, 2021 rate.


<b>April 1 2022 – March 31, 2023</b>		
<b>Level</b>	<b>Wage Rate</b>	<b>Explanation</b>
PSW	\$18.36	Increases by 1% over the March 31, 2022 rate.

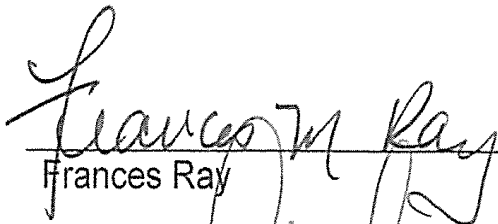
Hourly PSWs employed on March 31<sup>st</sup> of the calendar year, who have worked a minimum of 1456 hours in the preceding 12 months, will be entitled to a \$300 retention bonus payable on April 30<sup>th</sup> of each year of this collective agreement.

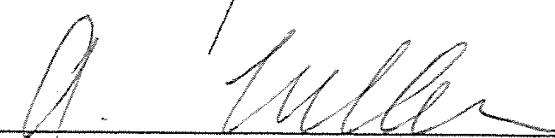
**SIGNATURE PAGE**

Dated at Toronto, Ontario, this 30<sup>th</sup> day of October 2020


  
\_\_\_\_\_  
Randall Freeborn


  
\_\_\_\_\_  
Philip Conlon

  
\_\_\_\_\_  
Frances Ray


  
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Allyson Cullen


  
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Talia Fine

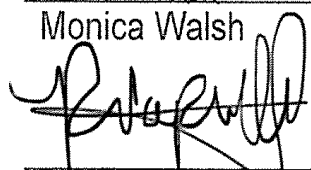
  
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Tammy Harnett

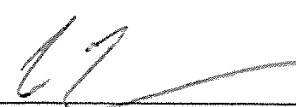
  
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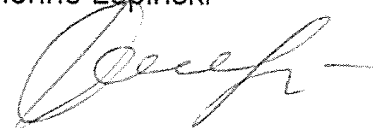
  
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Zanna Seipp-Katz

  
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Jennifer Torres

  
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Monica Walsh

  
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Charles Ricopuerto

  
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Catherine Lupinski

  
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