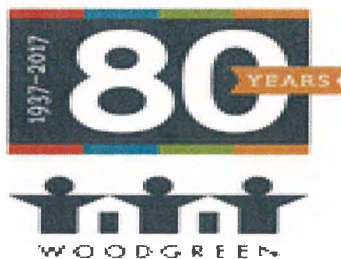




An SEIU Affiliate

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 1st, 2017 – March 31st, 2020**

14684 (03)

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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 The WoodGreen recognizes the Union as the sole collective bargaining agent for all Employees of the 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 Community Centre of Toronto 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 18 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 (15th) 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 her/his T4 income tax form.

5.04 WoodGreen shall provide to the Union and union chair a printed list of employees within the bargaining unit showing their addresses, telephone numbers, classifications, seniority, and rates of pay, unit and their full-time or part-time status. This information shall be provided on a quarter-year basis. From time to time the union may contact Human Resources 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 each quarter.

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 the Human Resources 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 seven (7) employees of WoodGreen, along with Union representatives.
- 6.04 WoodGreen agrees to allow up to seven (7) 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 Human Resources 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 Human Resources. If the employee wants copies of any of the information contained in the file, such copies will be made by Human Resources. Any request by an employee to view her/his 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 her/his 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 she/he 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.

Grievance Process

Step 1

A grievance shall be submitted on the **Union's** Grievance Form to Human Resources. 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, her/his Manager, Director/Vice President, the Union Steward. The Union Chair (or designate) may attend at his/her 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 Human Resources 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 Human Resources. 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.

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

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 fulltime 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.
- 16.04 An employee who becomes a permanent full-time employee will have her/his 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 her/his 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 her/his probationary period shall have her/his seniority backdated from date of hire.
- 16.06 No employee shall be transferred to a position outside the bargaining unit without her/his 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 her/his 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 she/he resigns;
 - c. If she/he fails to notify the Organization of her/his intention to resume work for the WoodGreen within five (5) business days following the date on the written notice of recall from the WoodGreen sent by registered mail 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 days where it is necessary for the Employee to provide her/his notice of resignation from a job with another WoodGreen, except for reasonable cause;
 - d. If she/he overstays a leave of absence or vacation without reasonable cause;
 - e. If she/he absents himself/herself from work without notifying the WoodGreen for three consecutive days without providing a reasonable explanation;
 - f. She/he 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 his or her seniority rights and his or her 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 twelve months.
- 16.10 Contract employees who have worked full-time contract hours continuously in the same position for eighteen (18) 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 eighteen (18) 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 back-dated in accordance with Article 16.01 and/or 16.02 above.

ARTICLE 17 – JOB VACANCIES

- 17.01 Unless operationally unfeasible, WoodGreen shall post internally for three (3) business days before posting externally, all new vacancies and positions within the bargaining unit within 30 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 human resources, as directed by the job posting. Human Resources 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).

- 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 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 or a lower classification and within the same unit, provided she/he 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 in which the lay-off occurred, provided the employee pays their portion, if any, in advance.

- 18.04 Prior to the lay-off of more than fifteen (15) employees by reason of a shortage of funds or operational changes. WoodGreen agrees to notify the Union prior to the lay-off of any 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. 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 one year. 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 her/his 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 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 23.08 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 spouse, same sex partner, child (including children of a spouse and same sex partner), parent, brother or sister, guardian, grandparent 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 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 she/he 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 two 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 and July 31 are eligible for two (2) days a year in their first year. All new full-time employees commencing between August 1 and December 1 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 1st 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.

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. PSWs 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 Instructor 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 (children, partner, and parents) and is limited to five (5) consecutive days per occurrence. Sick leave credits may also be used to attend medical or dental appointments however; staff are encouraged to book appointments before or after working hours.
- 23.08 An employee may be requested to supply a medical certificate from a doctor after a sick leave of three (3) or more consecutive days. 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 longterm disability assessments. WoodGreen will be responsible for paying the cost for any additional or subsequent medical information required.
- 23.09 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	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada 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 she/he 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 she/he 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, her/his 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.

ARTICLE 25 – VACATIONS AND VACATION PAY

25.01 All permanent full-time employees shall receive an annual vacation with pay according to her/his 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 vacation.
- 25.03 Part-time employees who have 5 or more years of seniority will be paid 6% vacation pay, paid each pay. This vacation pay will entitle these employees to 3 weeks of 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 her/his vacation in one unbroken period, or break up her/his 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 1st to October 31st. Vacation schedules shall be posted by November 15th 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 31st 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.
- 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 ongoing 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 she/he has commenced her/his 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 her/his doctor within a 15km 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 her/his regularly scheduled shift as a result of the compensable injury.

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 her/his 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 the 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 – STAFF DEVELOPMENT

- 28.01 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.

- 28.02 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 module's on WoodGreen's online training platform (ilearn) outside of scheduled work hours will be paid at her/his 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 E.

ARTICLE 29 – WAGES

- 29.01 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.
- 29.02 Accompanying each payment of wages will be a statement of earnings and deductions.
- 29.03 The schedule of wages as set forth in Appendix I, J, K and L hereto shall form part of this Collective Agreement.
- 29.04 Effective April 1, 2017, all newly hired full-time staff will start at Step 7 of the salary grid at Appendix K, which is 2% less than Step 8, and will move to Step 8 after two (2) years of full-time services.

ARTICLE 30 – JOB CLASSIFICATIONS

- 30.01 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.
- 30.02 WoodGreen may temporarily assign an employee from her/his 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 her/his position, or the position transferred to, whichever is higher, provided the temporary assignment is for a minimum of four (4) weeks.

ARTICLE 31 – HOURS OF WORK

- 31.01 WoodGreen does not guarantee any hours of work per day or per week in respect to any employee covered by this agreement.
- 31.02 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. For staff who are required by WoodGreen, in writing, to remain at the worksite for a shift of 5 hours or greater, she/he shall be entitled to be paid for a 30 minute meal break. (The Parties agree to maintain the current collective agreement language and to strictly interpret Article 31.02).
- 31.03 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.
- 31.04 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.
- 31.05 An employee cannot work in excess of their scheduled hours unless authorized in advance by a supervisor or his or her 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 as soon as possible. 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 she/he 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 his or her 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.

- 31.06 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 30th of the current calendar year must be used up by January 31st 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.
- 31.07 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, she/he 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.
- 31.08 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.

- 31.09 Employees may arrange among themselves to switch a shift for personal reasons with prior approval of the manager, which shall not be unreasonably denied.
- 31.10 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 32 – HOURS OF WORK AND SCHEDULES FOR PERSONAL SUPPORT WORKERS

- 32.01 For the purpose of this Article, “week” means seven (7) consecutive calendar days, starting at 12:01 am Monday to 12:00 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.
- 32.02 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.
- 32.03 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.
- 32.04 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.
- 32.05 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.

- 32.06 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.
- 32.07 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.
- 32.08 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 32.07; or the PSW does not have the required skill.
- 32.09 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 32.10 (a), (b), and (c).
- 32.10 New work assignments will be assigned using the following criteria:
- a) The most senior PSW who has previously indicated in accordance with 32.14, that she/he 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.

32.11 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).

32.12 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.

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

32.14 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 her/his availability, she/he 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 32.10 above.

32.15 Commencing upon ratification, 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 her/his work commitment as a result of health reasons. The PSW may be requested to supply a medical certificate from a doctor.

32.16 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 32.04 above.

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

32.18 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 N

ARTICLE 33 – HEALTH AND SAFETY

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

33.02 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.

33.03 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.

- 33.04 WoodGreen agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its obligations.
- 33.05 The terms of reference, procedure, and methods of operations shall be determined by the joint committee.
- 33.06 Time off to attend meetings on 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.
- 33.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 33.08 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.
- 33.09 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.

ARTICLE 34 – CONTRACT EMPLOYEES

- 34.01 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
 - c) Court Duty
 - d) Cultural Days
 - e) Vacation Leave
 - f) Layoff and Recall

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

ARTICLE 35 – BENEFITS

35.01 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) - \$235 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.

35.02 Contract Employees (who are employed on a continuous 12 month contract working 28 hours or more per week.)

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.

35.03 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 she/he 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 grand fathered 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.

35.04 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 she/he 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 35.04.

35.05 Group RRSP for Permanent Full-time Employees

The Group Registered Retirement Savings Plan (RRSP) is available only to permanent fulltime employees. 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.

35.06 Contributions

Employees are required to contribute 3% of their regular salary by payroll deduction.

WoodGreen will contribute as follows:

Years of Full-Time Permanent Service	Percentage Contributed
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.

35.07 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.

35.08 Employee and Family Assistance Plan

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 plan shall be as described in the Plan document. This document shall not form part of the Collective Agreement.

35.09 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 36 – REIMBURSEMENT

- 36.01 Employees who are authorized by their supervisor to use her/his vehicle for WoodGreen business-to-business travel are entitled to a mileage allowance of fifty-four (54) 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.
- 36.02 There is no reimbursement for payment of fines incurred for traffic offences or parking offences.
- 36.03 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.
- 36.04 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.
- 36.05 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.
- 36.06 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 37 – DURATION

37.01 This agreement shall be in effect from the 1st day of April 2017, until the 31st of March 2020 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.

APPENDIX A - Homeward Bound Interns

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: Homeward Bound Interns

Workers United Canada Council ("**Union**") and WoodGreen Community Services ("**WoodGreen**") hereby agree as follows with respect to individuals placed in temporary employment positions at WoodGreen as part of WoodGreen's Homeward Bound Program ("**Interns**"):

1. During the term of the Collective Agreement, WoodGreen will be entitled to place up to three (3) Interns in the position of Early Childhood Assistant at any given time, for up to eighteen (18) months per Intern. These placements will not cause the lay-off or displacement of any bargaining unit employee. Interns will be paid at the rate of pay applicable to bargaining unit employees working in the position of Early Childhood Assistant for all hours worked.
2. WoodGreen will deduct and remit union dues from the wages paid to each Intern.
3. Interns will be considered "Contract Employees" for the purposes of the Collective Agreement and only those provisions of the Collective Agreement applicable to Contract Employees will apply to Interns.
4. Interns are not subject to the provisions of the job posting article(s).

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 \$600, 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.

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
on its own behalf and on behalf of its 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.)

Commencing April 1, 2011 and ending on March 31, 2014, 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
on its own behalf and on behalf of its 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)

	Start Time	End Time	Explanation (if any)
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 either "suggested qualifications" or "recommended qualifications". 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.

APPENDIX J – Schedule of Positions

Position Title	Salary Grid Level
Application Support Assistant	A
Child Program Worker (Various Programs)	A
IT Training Assistant	A
Assistant Rite of Passage Facilitator	B
Cleaner	B
Data Management Assistant	B
Driver (Various Programs)	B
Housekeeper/Program Assistant (Various Programs)	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	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
ECA Program Staff (Various Programs)	E
Independent Living Support Worker	E
Information and Referral Receptionist	E
KinderRAC Coordinator	E
Maintenance Mechanic	E
Parent Outreach Program Home Visitor	E
Receptionist (Various Programs)	E

Accounts Payable Clerk	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
Program Worker Day Program	F
Scheduler	F
Social Recreation Worker	F
Summer Recruitment Advisor	F
Transportation Worker	F
Adult Protection Service Worker	G
Community Development Housing Worker	G
Coordinator EPC	G
Coordinator Friendly Visiting	G
Corporate Engagement & Communication	G
Crisis Worker	G
Employment Advisor	G
Employment Case Counsellor	G
Employment Consultant	G
Financial Wellness Coordinator	G
Group Coordinator - Community Connections	G
Housing Help Worker	G
Housing Support Worker	G
Mental Health Case Worker	G
Mentorship Coordinator - Community Connections	G
Outreach Coordinator	G

Parent Outreach Program Coordinator	G
Program Coordinator ADP	G
Program Leader Chinese EPC	G
Project Administrator	G
Recreational and Life Skills Facilitator	G
Recreational Therapist	G
Recruitment Advisor	G
Resource Facilitator	G
Rite of Passage Facilitator	G
Rooming House Worker	G
Senior Accounts Payable Clerk	G
Settlement Counsellor (Various Areas of Focus)	G
Social Worker	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
Research & Database Analyst	H
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
Family Resource Counsellor	J
Food Care Nurses	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
KinderRAC Counselor	Student Rate

APPENDIX K – Salary Grid – Permanent Full Time Staff

April 1, 2016 – March 31, 2017		
Annual salary for all staff effective April 1, 2016		
A8	26,086	
B8	31,172	
C8	33,460	
D8	35,947	
E8	38,627	
F8	44,340	
G8	47,817	
H8	49,756	
I8	52,401	
J8	56,121	

2017 – 2020 COLLECTIVE AGREEMENT

April 1, 2016 – March 31, 2017				
Annual salary for new staff effective April 1, 2017		Annual salary for existing staff effective April 1, 2017		Explanation
A7	25,922	A8	26,451	Increase of 1.4% over the March 31, 2017 salary rate
B7	30,976	B8	31,608	
C7	33,250	C8	33,929	
D7	35,721	D8	36,450	
E7	38,384	E8	39,168	
F7	44,061	F8	44,960	
G7	47,517	G8	48,486	
H7	49,444	H8	50,453	
I7	52,072	I8	53,134	
J7	55,768	J8	56,906	

April 1, 2018 – March 31, 2019					
Annual salary for new staff effective April 1, 2018		Annual salary for existing staff effective April 1, 2018		Explanation	
A7	26,272	A8	26,808	Increase of 1.35% over the March 31, 2018 salary rate	Staff move from Step 7 to Step 8 after two (2) years of full-time service on their anniversary date
B7	31,394	B8	32,035		
C7	33,699	C8	34,387		
D7	36,203	D8	36,942		
E7	38,903	E8	39,697		
F7	44,656	F8	45,567		
G7	48,158	G8	49,141		
H7	50,111	H8	51,134		
I7	52,775	I8	53,852		
J7	56,521	J8	57,675		

April 1, 2019 – March 31, 2020					
Annual salary for new staff effective April 1, 2019		Annual salary for existing staff effective April 1, 2019		Explanation	
A7	26,601	A8	27,144	Increase of 1.25% over the March 31, 2019 salary rate	Staff move from Step 7 to Step 8 after two (2) years of full-time service on their anniversary date
B7	31,787	B8	32,435		
C7	34,120	C8	34,817		
D7	36,656	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		

APPENDIX L – Pay Grid – Contract Staff Salaried and Hourly

April 1, 2016 – March 31, 2017				
Level	Annual Sal \$	Hourly \$	Salaried \$	Explanation
A	26,086	14.33	14.33305	
B	31,172	17.13	17.12733	
C	33,460	18.38	18.38483	
D	35,947	19.76	19.75085	
E	38,627	21.22	21.22362	
F	44,340	24.36	24.36246	
G	47,817	26.27	26.27309	
H	49,756	27.34	27.33848	
I	52,401	28.79	28.79165	
J	56,121	30.84	30.83552	

2017 – 2020 COLLECTIVE AGREEMENT

April 1, 2017 – March 31, 2018				
Level	Annual Sal \$	Hourly \$	Salaried \$	Explanation
A	26,451	14.53	14.53372	<p>Increase of 1.4% over the March 31, 2017 wage rates.</p> <p>Stay in the salary / hourly rate for the duration of the contract.</p>
B	31,608	17.37	17.36712	
C	33,929	18.64	18.64221	
D	36,450	20.03	20.02737	
E	39,168	21.52	21.52075	
F	44,960	24.70	24.70354	
G	48,486	26.64	26.64091	
H	50,453	27.72	27.72122	
I	53,134	29.19	29.19474	
J	56,906	31.27	31.26722	

April 1, 2018 – March 31, 2019				
Level	Annual Sal \$	Hourly \$	Salaried \$	Explanation
A	26,808	14.73	14.72992	<p>Increase of 1.35% over the March 31, 2018 wage rates.</p> <p>Stay in the salary / hourly rate for the duration of the contract.</p>
B	32,035	17.60	17.60157	
C	34,387	18.89	18.89388	
D	36,942	20.30	20.29774	
E	39,697	21.81	21.81128	
F	45,567	25.04	25.03704	
G	49,141	27.00	27.00057	
H	51,134	28.09	28.09546	
I	53,852	29.59	29.58886	
J	57,675	31.69	31.68932	

April 1, 2019 – March 31, 2020				
Level	Annual Sal \$	Hourly \$	Salaried \$	Explanation
A	27,144	14.91	14.91405	<p>Increase of 1.25% over the March 31, 2019 wage rates.</p> <p>Stay in the salary / hourly rate for the duration of the contract.</p>
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	

APPENDIX M – Pay Grid – Casual and Part-time Staff

April 1, 2016 – March 31, 2017				
Level	Step 1 \$	Step 2 \$	Step 3 \$	Explanation
A	12.51	12.92	13.34	
B	14.92	15.43	15.93	
C	16.03	16.55	17.09	
D	17.22	17.78	18.35	
E	18.51	19.09	19.71	
F	21.20	21.91	22.64	
G	22.88	23.62	24.38	
H	23.78	24.58	25.40	
I	24.73	25.56	26.40	
J	26.61	27.52	28.40	
T			39.16	

2017 – 2020 COLLECTIVE AGREEMENT

April 1, 2017 – March 31, 2018				
Level	Step 1 \$	Step 2 \$	Step 3 \$	Explanation
A	12.69	13.10	13.53	Each step increase by 1.4% over the March 31, 2017 wage rate.
B	15.13	15.65	16.15	
C	16.25	16.78	17.33	
D	17.46	18.03	18.61	
E	18.77	19.36	19.99	
F	21.50	22.22	22.96	
G	23.20	23.95	24.73	
H	24.11	24.92	25.76	
I	25.08	25.92	26.77	
J	26.98	27.91	28.80	
T			39.71	

April 1, 2018 – March 31, 2019				
Level	Step 1 \$	Step 2 \$	Step 3 \$	Explanation
A	12.86	13.28	13.71	Each step increase by 1.35% over the March 31, 2018 wage rate.
B	15.33	15.86	16.37	
C	16.47	17.01	17.56	
D	17.70	18.27	18.86	
E	19.02	19.62	20.26	
F	21.79	22.52	23.27	
G	23.51	24.27	25.06	
H	24.44	25.26	26.11	
I	25.42	26.27	27.13	
J	27.34	28.29	29.19	
T			40.25	

April 1, 2019 – March 31, 2020				
Level	Step 1 \$	Step 2 \$	Step 3 \$	Explanation
A	13.02	13.45	13.88	Each step increase by 1.25% over the March 31, 2019 wage rate.
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	

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 N – Pay Grid – Home Help Workers/Personal Support Workers

PAY GRID – HOME HELP WORKERS (HHW) Positions

April 1, 2016 – March 31, 2017		
Level	Wage Rate \$	
Q1	15.64	
Q2	16.30	

2017 – 2020 COLLECTIVE AGREEMENT

PAY GRID – HOME HELP WORKERS HHW

April 1, 2017 – March 31, 2018		
Level	Wage Rate \$	Explanation
Q1	15.86	Each step increases by 1.40% over the March 31, 2017 rate.
Q2	16.53	

April 1, 2018 – March 31, 2019		
Level	Wage Rate \$	Explanation
Q1	16.07	Each step increases by 1.35% over the March 31, 2018 rate.
Q2	16.75	

April 1, 2019 – March 31, 2020		
Level	Wage Rate \$	Explanation
Q1	16.27	Each step increases by 1.25% over the March 31, 2019 rate.
Q2	16.96	

Explanation

PSW staff hired after March 31, 2014 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

April 1 2016 – March 31, 2017		
Wage rate for all staff effective April 1, 2016		
B8	\$17.13	

2017 – 2020 COLLECTIVE AGREEMENT

April 1 2017 – March 31, 2018		
Wage rate for all staff effective April 1, 2014		Explanation
B8	\$17.37	Each step increases by 1.40% over the March 31, 2017 rate.

April 1 2018 – March 31, 2019		
Wage rate for all staff effective October 27, 2014		Explanation
B8	\$17.60	Each step increases by 1.35% over the March 31, 2018 rate.

April 1 2019 – March 31, 2020		
Wage rate for all staff effective April 1, 2015		Explanation
B8	\$17.82	Each step increases by 1.25% over the March 31, 2019 rate.

SIGNATURE PAGE

Dated at Toronto, Ontario, this 20th day of April, 2017

FOR THE EMPLOYER

Francis Ray
[Signature]

FOR THE UNION

Chris Biz
A. Cullen
[Signature]
[Signature]
[Signature]
Cathy Quenton
[Signature]