

COLLECTIVE AGREEMENT

GRASSRIOTS

(HEREINAFTER REFERRED TO AS "THE EMPLOYER")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1281-42

(HEREINAFTER REFERRED TO AS "THE UNION")

Expiry: SEPTEMBER 13, 2027

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ARTICLE 1 – PURPOSE

1.01 Grassriots, the Employer believes in building a Canada that is just and equitable. The Employer and the Union each represent that the purpose and intent of this agreement is to:

1. Promote cooperation and harmony, to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
2. To recognize mutual interests, and the value of joint discussions and negotiations pertaining to working conditions, employment and services;
3. To provide a channel through which information and problems may be transmitted from one to the other;

4. To formulate rules to govern the relationship between the Union and the Employer;
5. To promote efficiency and quality in the delivery of services;
6. To set forth conditions of employment to be observed by the employees, the Union and the Employer;
7. To promote anti-racism, anti-oppression and equity in the workplace.

ARTICLE 2 -MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges, that except as expressly limited by this Agreement, any and all of the management rights are retained solely and exclusively by the Employer. Among these rights, but not intended as a wholly exclusive list shall be the right to manage the business and direct the workforce, organize the work, restructure departments, change reporting relationships, hire, discipline, promote, demote, discharge, and suspend for just and reasonable cause provided that they are consistent with the provisions of this collective agreement.
- 2.02 The Employer reserves the right to establish and enforce reasonable policies and regulations affecting the employees covered by this agreement as well as the right to add to or alter these policies and regulations provided that they are exercised in a manner that is non-arbitrary, discriminatory, or bad faith and consistent with the terms of this agreement. The Employer shall meet with the Labour Management Committee as applicable to discuss the effect of such policies and regulations on the bargaining unit.

ARTICLE 3 - RECOGNITION AND DEFINITION OF EMPLOYEE

- 3.01 The Employer recognizes the Canadian Union of Public Employees Local 1281 as the sole bargaining agent of all employees of Grassriots Inc. except as set out in the OLRB certificate and the OLRA, namely:
1. Chief Financial Officer (certificate);
 2. Financial Controller (certificate);
 3. Directors (certificate);
 4. Persons above the rank of Director (certificate) and;
 5. Those employed in a confidential capacity in matters related to labour relations such as executive assistants and human resources professionals (OLRA).

It is understood that the terms and conditions of employment of employees that live outside of Ontario are covered under this Collective Agreement and are governed by the laws of Ontario. Should the employee seek to file a grievance, it shall be dealt with in accordance with the terms of this Collective Agreement, and the parties shall not raise objections regarding the arbitrability of the grievance. The parties' intention is to have this Collective Agreement apply to out-of-province employees as if they were living and working in the province of Ontario for all purposes.

- 3.02 The term "employee" as used in this Collective Agreement shall mean only those employees who are included in the bargaining unit, as described in Article 3.01. For the purposes of interpretation, the singular shall include the plural and vice-versa, wherever the context so requires.

3.03 The Employer shall not enter into any agreement or contract written or verbal with those employees for whom the Union has bargaining rights, either individually or collectively.

3.04 The parties agree that the provisions in this agreement constitute a greater right or benefit than the minimum standards of applicable legislation in Ontario. Should either party allege that any provision of this agreement be in conflict or contradiction with any governing legislation in Ontario, the parties agree to meet within 30 days to review and discuss a reasonable amendment. The parties agree to work collaboratively, and any amendment will require mutual written agreement of the parties.

3.05 DEFINITIONS

Term Employees

1. Notwithstanding the above, the Union recognizes the right of the Employer to hire term employees under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular appointments. Such employees may only be employed for periods of up to three (3) years and only to replace a regular employee either on extended leave or on a reduced workload.
2. Term employees shall enjoy all the rights and benefits of this Agreement save and except extended unpaid leaves.
3. Should the Employer wish to convert a term position to a permanent position, it shall be posted in accordance with Article 8 (Job Postings). Should a term employee be awarded the position, all rights and benefits excluded by this article shall apply retroactively to the date of commencement of their employment.
4. When a term position is held by a previously laid-off or part-time employee, Article 11 (Layoffs) shall not apply and such an employee shall enjoy all the rights and benefits of this Collective Agreement.
5. In the case of a regular part-time employee who is awarded a full-time term position, such employee shall be returned to their former position at the end of the term position, which shall not be a layoff.

Regular Full-Time Employment

1. The Employer and the Union share the objective of providing regular full-time employment and job security to the extent that it is possible.
2. Employees can make a request for a reduced workload. These requests will be considered by the Employer on a case-by-case basis and in accordance with its obligations under the Human Rights Code.
3. Current part-time employees will be given the right of first refusal in awarding of full-time positions which may result from a full time employees change in status.
4. Contractors
It is understood that the Employer may retain outside contractors to supplement and support the work of permanent employees. Outside contractors shall not be used to the extent that they replace or prevent the hiring of a full-time employee.

If the sum of hours of an outside contractor performing similar work is more than 100 hours per month for three months consecutively, the employer will hire a bargaining unit employee to perform this work.

ARTICLE 4 - LABOUR MANAGEMENT RELATIONS

4.01 Representation

No employee or group of employees shall represent the Union in any meeting without proper authorization of the Union. The Employer shall provide the Union with the name, email, and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the employer with the name(s) of the Unit stewards(s), email, and telephone numbers with whom the employer may transact business arising from this agreement.

4.02 Notification

Where notice or reply to the Union is required by any clause of this Collective Agreement, such notice shall be in writing to the Unit Steward with a copy immediately sent to the President of the CUPE Local 1281 via email and the Cupe National Staff. Technical irregularity will not nullify the provision of notice, as long as such notice was received by both the Unit Steward and a representative of the CUPE Local 1281 office.

4.03 Right to Fair Representation

The Union and its members will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

4.04 Unit Steward

1. The Employer recognizes the right of the Union to have one (1) member of the bargaining unit for every twenty-five (25) employees annually to represent the employees who are covered by this Agreement for the purpose of assisting the authorized CUPE Local 1281 Union representative in processing grievances and dealing with all matters pertaining to the function of the Union.
2. The Unit Steward shall be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided, and shall act in a manner that is consistent with the terms of this Agreement and is not arbitrary, discriminatory or in bad faith.
3. The Union shall keep the Employer informed in writing, of the name of the Unit Steward and the effective date of appointment.
4. Unit Steward tasks as set out in this CA shall be paid by the employer and to the following maximums. The employer will grant the Unit Steward time to leave their work without loss of regularly scheduled straight time pay for the responsibilities as outlined below.

Disciplinary Meetings

- A. Thirty (30) minutes to prepare a disciplinary meeting.
- B. Sixty (60) minutes to attend a disciplinary meeting.

Grievance Meetings

- A. Thirty (30) minutes to prepare a disciplinary meeting.
- B. Sixty (60) minutes to attend a disciplinary meeting.

Arbitration

- A. Thirty (30) minutes to prepare.
- B. Eight (8) hours to attend and/or testify.

Labour Management Committee Meetings

- A. Up to 15 hours per calendar year.

Orientation of New Employees

- A. Thirty (30) minutes.

4.05 Bargaining Committee

1. The size of the bargaining committee will be determined through a vote by the bargaining unit before each new bargaining period to a maximum of two (2) employees.
2. The bargaining committee will include one (1) authorized representative of CUPE Local 1281 selected by the Executive to act as the Union's designated representative.
3. Upon notice to bargain each member of the Union Bargaining Committee shall be entitled to one (1) day's leave with pay to prepare for negotiations. Pay will be split evenly between the Union and the Employer.
4. The Bargaining Committee, up to and including conciliation (and/or interest arbitration as the case may be), shall be considered as working time to a maximum of three (3) days. Additional bargaining if so required will occur outside of regularly scheduled work hours.

4.06 Labour-Management Committee

The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace between Collective Agreement bargaining cycles.

1. There shall be a Labour-Management Committee established, composed of no more than two (2) bargaining unit members, and up to two (2) representatives of the Employer.
2. The Committee shall meet at least once every two (2) months and more frequently on more urgent matters. Agenda items and documentation will be exchanged at least two (2) full working days prior to the scheduled meeting.
3. Additional meetings may be requested by either party with at least forty-eight (48) hours notice including agenda items. There shall not be more than two (2) two (2) hour meetings per month.
4. An Employer and a Union representative will be designated as joint chairperson and will alternate in presiding over meetings.
5. Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The

Union, the CUPE Representative and the Employer will each receive a signed copy of the minutes electronically within three (3) days following the meeting.

6. The Committee will not have jurisdiction over any area of exclusive management rights, including wages, discipline, or hiring, or any matter of collective bargaining, including the administration of this Collective Agreement, except where explicitly defined in this agreement.

4.07 Regular Meetings

The Employer will permit the use of its computers, google meets, email, and calendars for the purpose of Union meetings without cost to the Union.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

The employer agrees that all employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of this Agreement. All future employees shall, as a condition of continued employment, become and remain members of the Union upon commencement of employment. It shall be the responsibility of the Union to convey to new employees all information concerning benefits of the Union.

5.02 Notification of New Hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

5.03 Informing New Employees

1. The Employer agrees to inform all new employees that a Union agreement is in effect and to provide a copy to the employee upon commencement of employment. In addition, the employees immediate supervisor or another representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union, as well as sharing their full name, phone number and email.
2. The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

5.04 Union Dues Deduction and Remittance

The Employer will deduct dues as set by the Union from each pay of all employees covered by this Collective Agreement. The amounts of such dues and/or assessments shall be certified to the Employer in writing by the Secretary of the Union. Such deductions will be forwarded to the Treasurer of the Union no later than the fifteenth of the month following the one in which they were deducted.

Along with the deductions, the Employer will provide:

1. A completed Union dues remittance form, supplied by the Union; and

2. An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

The Employer will report the yearly number of dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

5.05 Employee Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work email, and, if available, personal email. The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in a secure electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

ARTICLE 6 - NO DISCRIMINATION OR HARASSMENT

- 6.01 The Employer and the Union have a joint interest in achieving equity in the workplace so that all employees are treated with dignity and respect.
- 6.02 The parties also recognize the need to commit to an inclusive workplace and to ensure that we reflect the diversity of Canada's workforce, workforce culture and content. This includes the need for, and encouragement of, greater awareness and acceptance of diversity in the workplace and proactive initiatives to promote and support diversity and inclusion.
- 6.03 **Discrimination**
The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters and that no discrimination will take place in the application of this Agreement.
- 6.04 Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences (as defined by the Code), marital status, family status or disability, or any other prohibited characteristic under the Human Rights Code.
- 6.05 Discrimination refers to actions or behaviours which treat people differently or unfairly and limit access to employment or opportunity for advancement or negatively affects employment opportunities, or both. Additionally, Grassriots considers the following categories to be adhered to the same standard: sexual identity or expression, AIDS/HIV status, number of dependents, record of offences unless the employee's record of offences is a reasonable and bona fide disqualification because of the nature of employment.

- 6.06 Grassriots agrees that personal appearance and mode of dress are important aspects of personal expression, and agrees not to set standards for dress or appearance other than as reasonably required for external activities, meetings, presentations, or client-facing work.
- 6.07 No employee or applicant for employment shall be required to submit to a blood test, liedetector test, or any other test for illness or drug dependency.
- 6.08 The Employer and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.

6.09 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any employee or any applicant seeking to become an employee.

6.10 Harassment includes, but is not limited to, the following

- Written or verbal abuse or threats;
- Racial or ethnic slurs;
- Physical or sexual assault;
- Regularly putting down an individual or treating them in a demeaning manner;
- Preventing an individual's progress by intentionally blocking or interfering with promotion with unjustifiable reasons;
- Insulting gestures or practical jokes of a nature that cause awkwardness or embarrassment;
- Unwelcome remarks, jokes, innuendos, or taunts about a person;
- Offensive comments and/or actions that demean, humiliate or threaten an individual or group;
- Displaying or distributing pornographic, pin-up pictures, or other offensive pictures or written material;
- Persistently excluding or ignoring someone;
- Leering (suggestive staring);
- Refusing to talk to, or work with, a person by reason of any of the discriminatory grounds outlined in this article;
- Unnecessary and non-consensual physical contact, such as touching, patting or pinching;
- Reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Agreement;
- Making malicious or reckless false accusations of harassment against another person.

Ordinary exercise of management rights such as providing feedback about performance, directing workplace activities, and disciplining members, does not constitute harassment, as long as it is done in a respectful manner.

6.11 Sexual Harassment

Sexual harassment may occur irrespective of gender or sexual orientation. It can include

- Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
- Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to, confer, grant or deny a benefit or advancement to the worker; and/or
- An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
- An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance; and/or
- Demands for sexual favours or unwanted sexual overtures.

Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome.

The Employer agrees to make aware that all management personnel and employees aware that violations of this article will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.

The Employer recognizes the principle that it is their responsibility to maintain a harassment-free workplace.

6.12 Gender/Transgender Harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual orientation or gender identity or expression. Gender/Transgender Harassment also includes discrimination, alienation, intimidation, and silencing or the differential treatment of a person as a result of their gender identity.

6.13 Discrimination and/or Harassment Grievances

An employee who alleges they have been subject to discrimination, harassment, sexual harassment, and/or gender/transgender harassment or who has been assaulted, shall submit a grievance at Step 2 of the grievance process.

6.14 Separation from Alleged Harasser

When a grievance under this Article has been filed, the grievor may request that contact with the alleged harasser be discontinued during the period of investigation of the grievance. Upon such request, the Direct Supervisor shall ensure such separation. The grievor shall suffer no penalty or interference in their working conditions. In cases where the alleged harasser is a member of the bargaining unit, separation from the grievor pursuant to this clause shall not constitute discipline.

If the parties are to continue to be separated as part of the decision, the Employer shall ensure that the continuation of separation is arranged so that the grievor suffers no penalty or interference in their employment situation.

6.15 Committees and Caucuses

An employee shall not be entitled to grieve being excluded from participating in any committees and/or caucuses of Grassriots Inc. that are created for persons on the basis of gender, sexual orientation, race and/or ethnicity.

ARTICLE 7 - EQUITY, ACCESSIBILITY, AND RACIAL JUSTICE

7.01 The Employer & the Union (Parties) acknowledge that there is a joint responsibility and commitment to working to create a more equitable, accessible and anti-racist workplace.

7.02 The Employer agrees to enter into a Letter of Understanding with the Union by March 31, 2024 based on the recommendations from the third party consultant that will be shared with the Union and all employees. This Letter of Understanding will remain in effect for the term of the Collective Agreement.

The parties will meet within thirty (30) days prior to the expiry of this Agreement to discuss terminating it or extending it or adding this Letter of Understanding to the Collective Agreement.

ARTICLE 8 - JOB POSTINGS

8.01 Commitment to Equity and Non-Discrimination in Hiring

The Employer is committed to providing fair opportunities for employees to progress within the workplace. The Employer and Union jointly recognize the importance of equity and diversity in the workplace, and are committed to equity in matters of hiring.

The Employer will make best efforts to use hiring opportunities to move toward a workplace that is reflective of the population of Ontario. The Union and the Employer shall actively seek out members of equity-seeking groups as candidates for all vacancies that arise in positions covered by this agreement. Notwithstanding the above, where two equally qualified candidates are seeking the same position or promotion, special consideration will be given to a candidate who comes from a group that is underrepresented in the job classification or in the bargaining unit as a whole.

8.02 Notification of Vacancies

When a new bargaining unit position is created the employer will notify the Shop Steward and Union within five (5) business days.

8.03 Job Posting

The job posting for vacancy or new position shall contain the following information: job description, qualifications, hours of work, salary, job title and description, classification, Union dues. The job qualifications shall be those necessary to perform the job functions and shall not be established in an arbitrary or discriminatory manner.

8.04 Internal Posting

The Employer will post any available positions internally for all Bargaining Unit employees for at least five (5) working days before posting externally.

8.05 Internal Applicants

Any bargaining unit member who meets the required qualifications will be given an interview. If unsuccessful in their application, the employee shall be informed in writing as to the reason or reasons they were not awarded the position. An internal applicant must have the required competencies and qualification for the vacant position to be awarded the job.

8.06 Compensation for Interviews & Assignments

All applicants will be compensated at one hundred (\$100) dollars if an assignment is required during the interview process. The assignment shall reasonably take no longer than 4 hours to complete.

8.07 Union Representation on Job Postings

The Employer will post draft job descriptions for vacant positions seeking out the Union's feedback. The Union will have five (5) business days to provide written feedback. During this period, the Employer may post the job only internally, and with a note that says the job description is provisional and subject to change.

8.08 Assessment of Candidates

Candidates will be assessed against each of the essential requirements specified in the job description by one or more of the following: Resume and cover letter/and or written questions, References & Interview questions, work samples or assignments, and previous successes at Grassriots. The evaluation system must assess candidate's; knowledge, skills, and experience for the position. Experiential knowledge and experience shall be considered as commensurate with training or formal education.

8.09 Within five (5) working days of the candidate's written acceptance of the position, the name of the successful candidate will be provided to the Union, along with copies of offering letters, job description and contract.

ARTICLE 9 -PROBATIONARY AND TRIAL PERIODS

9.01 Probationary Employees

During the first six (6) months of employment, all new employees will be on probation. A probationary employee shall not accrue seniority until the probationary period has been successfully completed, at which time seniority shall be backdated to the commencement of the probationary period. When an employee returns to work on recall or moves to a new position that employee does not have to complete the probationary period.

9.02 Rights of Probationary Employees

During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except as expressly provided otherwise in this agreement.

9.03 Probationary and Trial Employees Evaluation Period

At the beginning of the probationary or trial period, the Employer shall provide adequate orientation and provide periodic constructive feedback in writing where appropriate and/or when requested by any party.

9.04 Trial Period

1. When an employee in the bargaining unit other than a probationary employee is hired into a new position, in or outside the bargaining unit, they shall have a trial period of three (3) months.
2. In the event the employee wishes to relinquish the new job position at any time during the aforementioned period or if there is mutual agreement between employer and employee, they shall be returned to their former position (or equivalent position if the former position no longer exists), at the former salary level, without loss of seniority and service within a reasonable period of time but not longer than the three-month trial period.
3. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position at the former salary level, and without loss of seniority and service. A probationary employee who has no position to return to as a result of the foregoing may be terminated by the Employer.

9.05 Employee Evaluation during Probationary Period or Trial Period Probationary and trial employees will be evaluated on their performance in relation to job description & skills.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis. The seniority date shall be calculated from the employee's start date with the Employer. Casual employees shall not acquire seniority. Term employees shall accumulate seniority during the term of their contract.

10.02 Seniority Tiebreaker

In the event that two (2) or more employees share the same seniority date, and there is a requirement for a tiebreaker, the seniority will be determined by lot drawn in the presence of the Steward and the Employer.

10.03 Seniority List

The Employer shall maintain a seniority list showing the name of the employee, their position, and seniority date. Within ten (10) working days of the ratification of this Agreement, the Employer shall post a list showing the employees bargaining unit seniority and agree to update and report every six (6) months thereafter.

10.04 Loss of Seniority

An employee shall not lose seniority if absent from work because of sickness, disability, accident, layoff, or any other leave covered in this agreement.

An employee shall lose seniority and their employment shall terminate in the event that

1. The employee resigns in writing and a twenty-four (24) hour reconsideration period is complete.
2. The employee is discharged for just cause and not reinstated.
3. The employee retires.
4. The employee on the recall list fails to return to work within ten (10) business days after accepting to return to work, unless through sickness or other justified reasons.
5. The employee is laid off and not recalled within the period permitted under this Agreement.

Accrual of Seniority During Leaves

1. **Seniority/Service/Benefits During Leaves Paid by the Employer**
Will continue to be paid by the employer for leaves. It is understood that in any absence paid directly by the Employer, credit for seniority and service shall continue to accumulate and the Employer shall continue to pay its share, if any, of the insured benefit premiums for the benefit plans in which the employee is participating provided that the employee continues their share of the benefit premiums, if any.
2. **Unpaid Leaves of Less Than Six (6) weeks Duration**
It is understood that in any absence not paid directly by the Employer that is of six (6) weeks or less duration, credit for seniority and service shall continue to accumulate. The Employer shall continue to pay its share, if any, of the benefits in which the employee is participating. An employee shall not be entitled to holiday pay or time off in lieu thereof for any holiday falling during an unpaid leave of absence.
3. **Unpaid Leaves Exceeding Six (6) weeks Duration: During an absence not paid directly by the Employer which exceeds six (6) weeks, except as stated elsewhere in the Collective Agreement:**
 - A. Seniority shall be suspended and shall not accumulate for the period (but accumulated seniority will not be lost), in excess of the 6 working weeks, except as expressly provided for by law. The employee's seniority date shall be adjusted accordingly.
 - B. Credit for service for purposes of any service-related benefit under the Agreement, shall be suspended for the period of the leave in excess of six (6) weeks, and the employee's service date adjusted accordingly and vacation pay time off reduced on a pro-rata basis.
 - C. The Employer's obligation to pay its share of the benefit premiums shall cease for any portion of the leave that exceeds six (6) weeks unless expressly provided otherwise by legislation or by the collective agreement and the employee shall be responsible for full payment of the premiums for the benefit plans in which they are participating.

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit and will enter a trial period as laid out in this agreement.

10.06 If an employee returns to the bargaining unit within the trial period, they will return to their former position in the bargaining unit without loss of seniority.

ARTICLE 11 - LAYOFF AND RECALL

11.01 Layoff Definition

Layoff shall mean the discontinuation or reduction in hours of a position.

11.02 Layoff Process

Lay-off and recall shall be based on seniority, skill, and qualifications to perform the work in question.

Step 1: Union Notification

The Employer will provide the Union notice about layoffs as soon as possible in writing if at all possible four (4) weeks prior to any notice of layoff and at minimum one (1) calendar week in advance of the proposed layoff date. Notice shall contain the list of employees to be laid off and the reason for the layoff. This notice to the Union will be given no later than the affected employees as noted below

Step 2: Union / Employer Meeting

The Employer will meet with the Union through the Labour Management Committee to discuss alternative measures, which may prevent the layoff of employees, the potential impact of the layoff on the employees, and the method of implementation of the layoffs.

Step 3: Layoff Selection

Term employees in the affected position(s) shall be laid off first unless mutual agreement is reached between the Union and Employer.

Step 4: Employee Layoff Notice

In the event of a layoff, the Employer will provide affected regular full-time or regular part-time employees with notice or payment in lieu of notice in accordance with the notice chart set out below:

- The Employer must provide 2 weeks notice, or pay in lieu of notice.
- Additionally, the Employer must provide Lay-Off Pay of 1 week's pay for all employees.

The pay noted above will be based upon the employee's regular weekly salary based on the employee's regular work week. If the employee does not have a regular work week,

the employee's salary over the period of the twelve (12) weeks prior (excluding overtime) to the layoff shall be averaged to determine a weekly salary for the purposes of this provision.

In the event that the Employment Standards Act is amended to provide for greater notice obligations than those provided for above, the provisions of the Employment Standards Act shall prevail.

It is agreed that the Employer may give all regular full-time and regular part-time employees who may be potentially affected by the layoff notice at the outset of the process.

A regular full-time or regular part-time employee who is subject to layoff has the following options:

- A. Transfer to vacant position that they have the qualifications for;
- B. Accept layoff and be put on the recall list;
- C. Not join the recall list and accept Severance Pay in addition to Layoff notice and pay.

For clarity, these options are defined as

Transfer to vacant position

Employee can choose to be transferred to a vacant position for which they possess the required skills and competencies and will not be entitled to employee Severance pay.

Accept layoff and be put on the recall list

If the employee accepts the layoff and remains on the recall list, they are entitled to two (2) weeks' notice or pay in lieu of notice and layoff pay. In the event that the employee's recall rights expire, the Employer shall provide the employee's entitlement to severance payments in accordance with this agreement.

Do not join the recall list and accept Severance.

If the employee chooses not to join the recall list, they are entitled to accept Severance, notice, or pay in lieu of notice, and lay off pay in accordance with this agreement.

An employee who accepts a severance payment in accordance with this option is deemed to have resigned employment, their employment is terminated without recourse to the grievance and arbitration procedure and the employee forfeits all rights of recall.

The Record of Employment of the employee who accepts the severance payment in accordance with this provision will reflect that the employee's employment was terminated as a result of permanent or indefinite layoff.

11.03 Leave of absence or secondment

Employees on leave of absence or secondment whose positions are affected by any layoff under this Article are entitled to and covered by the provisions and options provided in this Article.

11.04 Recall list

Laid-off regular full-time and part-time employees shall retain seniority, service, and recall rights nine (9) months from the date of layoff. A regular full-time or regular parttime employee who is on the recall list may be considered for term employment positions that are anticipated to exceed twelve (12) calendar weeks plus one day in duration.

- A. A regular full-time or regular part-time employee on the recall list shall have the opportunity of recall to vacant regular full-time and regular part-time positions within the bargaining unit in identical paying or lower paying classifications provided the employee has the necessary ability and qualifications to fill the position without training other than orientation. Such recall rights will apply prior to the job posting provisions.
- B. A regular full-time or regular part-time employee on the recall list may also apply for job postings for vacant bargaining unit positions in higher paying classifications and their application will be treated as an application from a bargaining unit applicant.
- C. No new employees shall be hired until all those regular full-time and regular parttime employees with recall rights have been recalled as set out in a) above or given the opportunity to apply for positions as set out in b) above.
- D. The Employer agrees to inform regular full-time and regular part-time employees on layoff of vacancies that come open while they retain rights of recall in order that they may exercise their options under a) and b) above.
- E. It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days after being notified to do so by registered mail, email and a phone call. The notification shall state the job to which the employee is eligible to be recalled including salary.
- F. It shall be the responsibility of the employee to keep the Employer informed of their contact information including current mailing address, email, and phone number. The employee shall also inform the Employer of any extended leaves which would affect their ability to reply to the recall notice, mentioned above.
- G. The employee shall return to work within ten (10) working days after notifying the Employer of their intention to return to work.
- H. An employee who is entitled to recall and who does not respond to a notice of recall as outlined above shall forfeit their seniority rights and shall be deemed to be terminated and receive severance.
- I. Seniority shall not accrue during a period of layoff but shall be resumed upon being recalled.
- J. An employee who is recalled during their recall period and returns to work in accordance with this agreement loses entitlement to severance payments.

In accordance with the collective agreement, any employee who received a layoff notice will have exhausted their recall rights once the earliest of the following has occurred:

- the layoff period has expired OR;
- they return to their position before the layoff OR;
- they post into another position OR;
- the expiry of the term or contract, in the case of a term or contract employee OR;
 - they submit their resignation, waive their recall rights OR;
 - is otherwise terminated from employment.

11.06 Technological and Organizational Change

Under Article 3 (Recognition and Definition of Employee), management has agreed that maintaining full-time employment is a priority for the organization. In the unlikely event that there is a technological change being contemplated that would reduce the size of the workforce, management will provide the union with thirty (30) days' notice, and such changes should be discussed at a Labour Management Committee, prior to implementation, with a goal of avoiding layoffs.

ARTICLE 12 - SEVERANCE PAY

12.01 The employer shall pay an employee whose employment is terminated, including the end of the recall period and the decision not to be put on the recall list, one week plus one week for every year of completed employment with the Employer.

12.02 In the event of a permanent layoff following a partial layoff, an employee shall receive severance pay calculated at their salary of full-time hours before the reduction of hours due to layoff.

12.03 A probationary employee shall receive two (2) weeks' notice or pay in lieu of notice.

ARTICLE 13 - GRIEVANCE

13.01 Definition

A grievance is defined as any difference between the employee/s or the Union and the Employer arising out of the interpretation or application of the collective agreement.

13.02 Grievance Committee

The purpose of these meetings is to determine the unions' position on a particular grievance and may decide how to proceed at any given step in the process. Up to two (2) employees plus the steward, can take two (2) hours of paid time to address a potential grievance. The Local will inform the Employer in writing of the names of the steward/s and the members of the Grievance Committee.

13.03 Union Grievances

- A. Individual Grievance: Any dispute affecting one (1) employee constitutes an individual grievance.
- B. Group Grievance: Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed.

- C. Policy Grievance: Any dispute arising between the Employer and the Union on matters which involve the interpretation, application, or administration of the Collective Agreement in whole or in part shall be termed a policy grievance and shall be heard at Step 1 of the grievance process.

Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the manner outlined below. Employees shall have a right to representation by their union representative for all steps of the Grievance Process.

Verbal Complaint

- A. The Union acknowledges that the first step in addressing any concern is for the employee to have a voluntary discussion about any complaint. The verbal complaint is first discussed with the employee's Supervisor or designate and is a non-mandatory step in the grievance process.
- B. If the concern relates to the employee's Supervisor, the employee may discuss the matter with the Managing Director.
- C. If the responses to the verbal complaint/discussion are unsatisfactory to the employee, or no response is made within five (5) working days, the next step shall be processed as follows below.

Formal Grievance Steps

Step 1: A grievance is submitted in writing including the nature of the dispute, the remedy sought and the Article of the Collective Agreement allegedly violated to the Supervisor's Manager or designate. The grievance will be signed by the Local rep and electronic signatures will be recognized. The Supervisor or designate shall meet with the Union representative and the employee, if they choose to participate, within then (10) working days from the day on which the grievance was submitted. The Supervisor or designate shall deliver their decision in writing within ten (10) days following the presentation of the grievance to them.

Failing Settlement;

Step 2: If not resolved, move to arbitration, or, by mutual agreement be referred to mediation within twenty (20) days of response at the final step of the grievance procedure.

13.04 Mediation

The Union shall provide the Employer the names of suggested mediators. The Employer may also submit an alternate list of mediators. Both the employee and the Mediator Local Union must agree on the mediator.

The costs of mediation shall be shared equally between the Union and the Employer.

The Union shall provide the Employer the names of suggested mediators. The Employer may also submit an alternate list of mediators. Both the Employer and the Local Union must agree on the mediator.

The costs of mediation shall be shared equally between the Union and the Employer.

ARTICLE 14 – ARBITRATION

- 14.01
- A. The Union shall notify the employer of the intention to request arbitration in writing within twenty (20) working days of decision/failure to respond at Step 2.
 - B. The Union shall provide the Employer the names of suggested arbitrators to act as sole arbitrator to hear and determine the matter. The Employer may also submit an alternate list of arbitrators. If there is no agreement to an arbitrator within twenty (20) working days of the submission to arbitration, the grievor may request the Minister of Labour for the Province of Ontario to appoint a sole arbitrator.
 - C. The Arbitrator shall rule on the dispute and shall render such a decision in accordance with this Agreement.
 - D. The Arbitrator shall not have any power to alter or change any provision in this Agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this Agreement.
 - E. It is agreed and understood that the award of the Arbitrator shall be final and binding.
 - F. The terms of the award shall be confirmed in writing to the Union and Employer.
 - G. Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene to clarify the decision.
 - H. The costs of the Arbitrator shall be shared equally between the Union and the Employer.

ARTICLE 15 - DISCIPLINE, DISMISSAL, & PERSONNEL RECORDS

15.01 Formal discipline will normally proceed through progressive discipline, with the objective of resolving the matter and/or correcting the behaviour as early as possible.

15.02 Verbal Feedback

Prior to imposing disciplinary procedure an employee shall be given verbal feedback by Leads, Directors, or persons ranked above Directors. The Union is not entitled to be present during non-disciplinary verbal feedback.

15.03 Letter of Expectation

Prior to imposing disciplinary procedure, an employee shall be given a reasonable opportunity to correct the situation complained of by using a Letter of Expectation and remedial plan, outlined below.

- A. The Employer shall notify the employee of the problem.
- B. The employee will have the opportunity to explain or defend their performance.

- C. To ensure transparency and understanding around performance issues, the Employer must issue a non-disciplinary Letter of Expectation, outlining:
- a. The issue(s) in question;
 - b. How the expectation(s) of the job description is/are not being met;
 - c. The clear expectations to resolve or correct the issue(s);
 - d. A remedial plan including coaching, and adequate training opportunities;
 - e. The remedial plan will include mechanisms for monitoring the implementation of the plan;
 - f. Reasonable timeframe (at minimum 1 month) with check-in dates set.

The Employer will consult with the employee with respect to the terms of such a plan.

A copy of the plan will be provided to the Union once it is finalized. The Employer will provide an opportunity for the employee to improve their performance. The supervisor will conduct a Performance Appraisal within ten (10) days of the completion of the remedial plan. The Employer shall determine whether the remedial action was successful, whether further remedial action is needed, or whether progressive disciplinary action is appropriate.

15.04 Discipline Procedure

If the remedial plan was not successful and no further remedial action is proposed, the formal disciplinary procedure may start.

15.05 Discipline procedure steps

Step 1: Discipline Meeting (verbal): An employee has the right to have a Union representative present.

Step 2: Written warning: The meeting and written warning must be clearly identified as being disciplinary measures and must be copied to the Union.

Step 3: Dismissal for cause: An employee shall have the right to have a Union Representative present. A copy of any disciplinary measures shall be provided to the Union in writing within five (5) days of the meeting.

15.06 In the event an employee is disciplined or discharged from employment and the employee feels that the discipline or discharge is unjust, they shall be entitled to file a grievance at Step 1 of the process.

15.07 The Employer shall only deviate from the principle of progressive discipline in cases of extreme misconduct, and agrees that no employee shall be dismissed without just and sufficient cause.

15.08 An employee dismissed through the mechanisms of Article 15 shall not be entitled to layoff, or severance pay.

15.09 Personnel Records

- An employee shall have the right with reasonable notice to have access to review their personnel record.

- An employee shall have the right to request copies of material contained in their personnel record.
- Any disciplinary action taken against an employee shall not be relied upon by the Employer and shall be removed from the employee's file after twelve (12) months.
- Performance Evaluations are contained in the employee's personnel records but are not disciplinary in nature.

ARTICLE 16 - PAYMENT OF WAGES

16.01 Living Wage Certification

All employees will be paid at a rate at or above the local living wage in the Region in Ontario, or if they don't live in Ontario, at the Toronto rate. This will be based on reputable living wage organizations in the region in which the member resides.

16.02 Cost of Living Adjustment (COLA)

On July 1 of every year, each employee's current salary shall be adjusted up to a maximum of 3.5% based on the Consumer Price Index as reported by Statistics Canada in Ontario.

16.03 Salary Grid

The Salary Grid attached as Schedule A shall be the salaries paid to employees, subject to the other terms in this article.

No employee's salary shall go down from their pre-unionization rates by virtue of the implementation of this provision.

16.04 Pay level flexibility rate (PLFR)

The employer may pay an employee up to \$10,000 above the grid rate for employees in Levels 1, 2 or 3, and up to \$20,000 for employees in Level 4 or 5.

When an employee is promoted, their salary shall be the grid rate for the new level and their years of service. Their new salary shall never be less than what they were earning before the promotion. However, the employer is not required to offer the same PLFR in addition to the new wage rate.

16.05 Employees all start at starting salaries set out in Schedule A (Salary Grid). Increase in salaries can be proposed for mutual agreement at the Labour Management Committee.

16.06 Payroll

The Employer shall pay net salaries to employees in accordance with its usual payroll practices, which currently include bi-weekly payments by direct deposit.

A payroll error resulting in underpayment will be rectified by the Employer by the next pay date after being notified.

16.07 Pro-Rata Pay

Part-time employees shall receive the wage rate, on a pro-rata basis according to their hours of work. For the purposes of this clause, pro-rata wages will be calculated on the basis of a regular work week as defined in this agreement.

16.08 RRSP

The Employer will provide a voluntary RRSP program where employees can elect to have deductions from their pay put into an RRSP.

16.09 Promotion

The Employer or employee can propose a promotion for an employee. The awarding of promotions will be decided upon by the Employer. The promotion of an employee does not necessarily create a vacancy.

ARTICLE 17 - HOURS OF WORK, OVERTIME, WORKLOAD, REMOTE WORK

17.01 Standard Hours of Work

The standard work week for a full-time employee shall be forty (40) hours per week from Monday to Friday and consisting of 5 x 8-hour days, inclusive of breaks.

The Grassriots work week runs from Sunday - Saturday.

17.02 Regular work schedule & Work hours

Employees are expected to be available during the 9 am – 5 pm EST business hours regardless of their location if required.

Employees may set their own regular work schedule. Their regular work schedule must be approved by their Manager. Requests to work non-standard hours will not be unreasonably denied.

17.03 Breaks

Full time employees are entitled to two (2) fifteen (15) minute paid breaks.

Employees who work between 3 and 5 hours in a day are entitled to one (1) fifteen (15) minute paid break.

All employees are entitled to an unpaid 30-minute break when they work more than five hours per day.

17.04 Remote Work

“Remote working” means working away from any Employer’s physical location where work may be done from home, or from a safe, secure, private place with high-speed internet that is reliable and available.

All employees, unless specified in their contract are eligible to work remotely on a regular part-time or full-time basis, subject to being occasionally directed to attend inperson work events.

Employees may choose to work from the Office, at their own discretion if a physical office is available. The Employer must comply with all organizational rules, policies, practices, instructions, and statutory obligations that would apply if the employee were working in the office.

17.05 Flexible Work Hours

- A. Employees may depart from their set work schedule over the course of the week (“flex their work hours”) based on their needs and family responsibilities provided this does not interfere with the needs of the business.
- B. Any hours between forty (40) to forty-four (44) hours worked by an employee are considered to be flexible working hours. These hours should be flexed to reflect a standard work week within a two (2) week period.
- C. The Employer reserves the right to reduce the amount or availability of “flex” in specific cases. If an employee disagrees with a flex time limitation imposed by management, the issue may be raised at the next joint Labour-Management Meeting.
- D. In flexing an employee’s hours, it is expected that they will work the standard hours of work averaged over any two (2) week period.

17.06 With two (2) weeks advance notice employees must be available for meetings outside of the 9am - 5pm EST times. Recurring meetings will not be scheduled outside of regular working hours.

17.07 Overtime

- A. Any hours worked in excess of forty-four (44) hours in a Grassriots work week seven (7) day period shall be considered overtime.
- B. Pre-approved overtime shall be compensated at a rate of one-to-one and a half (1:1.5) hours of Lieu Time. Pre-approval is required for overtime to be accrued and must be received in writing from the employee’s direct supervisor.
- C. Non-pre-approved overtime will not be compensated for with the exception of client emergencies where response is needed urgently and the Employer is unavailable.
- D. Accrued Lieu Time must be used within an eight (8) week period of the accrual.
- E. No payout will be made for Lieu time which is accrued but unused.

17.08 Standby / On-Call

Standby / on-call opportunities shall be assigned to the employees who are qualified to perform the work that is needed. Where the Employer assigns an employee to be available on standby during off-duty hours, the employee will be entitled to one (1) hour per day of Lieu Time.

17.09 Working on an office closure/statutory holiday

Employees who are qualified to perform the work that is needed during office closures and holidays will be required to do so. When an employee works during an office closure/statutory holiday they will accrue Lieu Time at a rate of one-to-one and a half (1:1.5).

17.10 Workload

The Parties understand the importance of maintaining a healthy work-life balance. As such, there shall be no imposition of unreasonable workload upon any employee.

17.11 Workload Meetings

At any time, an employee may request a workload review meeting. Workload meetings shall also be triggered by the Direct Manager when an employee has worked more than fifteen (15) hours of approved overtime in a given month.

The Employee and Employer shall meet within two (2) weeks to discuss the workload, with a view to developing a satisfactory resolution. Such resolution may include •
Alternative organization of staff;

- Changes to the assignment;
- Hiring/filling vacancies;
- Other such acceptable alternatives;
- Skills building; • Expectation setting.

If, after the meeting, the employee is not satisfied, the issue will be forwarded to the Labour-Management Committee for further review.

Where there is a disagreement between management and the employee(s) over the issue of workload or the proposed remedy, it will be referred to the grievance procedure, at Step 1.

17.12 In the event of vacancies it is the Employer's responsibility to ensure staff workloads do not require consistent and/or unreasonable overtime work.

ARTICLE 18 – VACATION

18.01 Vacation days are accrued based on years of service at the following rates:

1-2 years of employment = 15 days 1.5 days/month (measured from employee start date)

3-4 years of employment = 18 days 1.75 days/month (measured from employee start date)

5+ years of employment = 21 days/month (measured from employee start date)

18.02 Employees in their first year of work shall be given a prorated accrual.

18.03 Employees who work less than full-time will have their accrual rates adjusted.

18.04 Vacation may be taken as a half-day or a full-day.

18.05 Employees must submit vacation requests in writing to their supervisor. Approval for vacation days must be given and will not be unreasonably denied.

18.06 Employees must submit ten (10) vacation days for approval by March 31 each year.

18.07 Employees shall be entitled to carry over up to five (5) days of vacation per year. This carry-over must be used in the first three (3) months of the new year.

18.08 New vacation entitlement does not accrue while employees are on a leave of 6 weeks or more. If an employee takes a long-term leave of more than 6 weeks and has unused vacation days, the vacation days will be available on the employee's return but must be used in accordance with the policy.

18.09 Employees may take up to ten (10) vacation days consecutively, except between October to December, when employees may take no more than three (3) consecutive workdays at a time. Exceptions may be made for certain roles that are not dependent on the time-sensitive nature of this quarter, up to the discretion of the Employer.

18.10 Holidays During Vacation

When a holiday falls within an employee's vacation period, the holiday does not count as a vacation day.

18.11 Vacation Pay

Where employment is terminated, or an employee is fully laid off or resigns, the employee affected shall receive vacation pay at a full rate as accumulated to the date of termination, layoff, or resignation.

18.12 Time Off Requests

Requests for time off must be made in writing. Requests are considered on a first come first serve basis and in accordance with the needs of the business. Time off requests will not be unreasonably denied.

ARTICLE 19 - HOLIDAYS

19.01 The following holidays shall be observed as paid holidays:

New Years' Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day, Boxing Day.

In the event that any of the above designated days falls on a Saturday or Sunday, the following working day(s) shall be considered holiday(s), unless the Parties agree otherwise. Where a holiday falls on a day that is not a regularly scheduled working day for an employee, the employee shall receive their next scheduled working day as time off with pay.

19.02 Employees who identify as Indigenous and who observe Truth and Reconciliation shall be provided with that day off.

19.03 Religious Accommodation

Grassriots will make reasonable accommodations for employees’s observance of religious holidays and practices unless the accommodation would cause an undue hardship on Grassriots’ operations. If an employee desires a religious accommodation, the employee must make the request in writing to their supervisor as far in advance as possible. These are for accommodations beyond paid-time-off - which is covered in Article 22.

19.04 Alternate Holidays/Faith Day

The employer recognizes that an employee may, for religious or childcare reasons, wish to observe holidays on days other than those listed above. employees can elect to take the equivalent holiday at another time by following the same procedure as for requesting vacation approval.

19.05 Year End Period Lieu Time and Winter Office Closure

During the months of October to December the following agreement will surpass all other articles regarding overtime, lieu time, and vacation articles in this agreement.

Between October 1 and December 23:

- A. It is understood that October 1 to December 23 is the busiest period of the year and that employees are likely to work beyond their standard hours of work.
- B. Employees are expected to track the hours that they work during this period, including hours beyond their standard hours of work.
- C. The first thirty (30) working hours of overtime during this period that would otherwise be considered lieu time will not be considered lieu, and will instead be compensated through holiday office closure.
- D. The Flexible Work policy may not be used to reduce the standard hours of work in a day, unless the employee is expected to work 8 hours or more of overtime in a given week, and with the approval of their supervisor.

The dates of the holiday office closures shall be:

	2023	2024	2025	2026
Office closure	Dec 22, Dec 27, Dec 28, Dec 29.	Dec 24, Dec 27, Dec 30, Dec 31.	Dec 24, Dec 29, Dec 30, Dec 31.	Dec 24, Dec 29, Dec 30, Dec 31.
Stat holiday replacement	N/A	N/A	N/A	Dec 28 (Dec 26 stat swap)

During the holiday office closure, the following additional conditions apply:

1. The office closure does not exempt employees from working when required. It is up to the discretion of the Employer to determine which employees (based on roles and responsibilities) may need to be on call or provide services to our clients at this time.
2. Employees required to work during this period will be provided with notice in advance.
3. Employees required to work during the office closure will be compensated as per lieu time & holiday articles that are in this collective agreement.

ARTICLE 20 - SICKNESS & MENTAL HEALTH LEAVE

20.01 Definition

Sick and mental health leave ("sick leave") is the period of time an employee is absent from work by virtue of being or feeling unwell, sick, or disabled, caring for a sick dependant, seeking preventative medical, mental health, or dental care, exposed to a contagious disease or under compulsory quarantine, or because of an accident for which

20.02 Personal Sick and Mental Health Leave

Every employee shall be entitled to sick leave in the amount of twelve (12) workdays at full pay in January of every calendar year. Employees in their first year of employment shall receive leave on a pro-rated basis.

20.03 Additional paid sick leave days may be granted on compassionate grounds by the Employer.

20.04 Certificate of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of ten (10) consecutive working days, certifying that they were unable to carry out their duties.

20.05 Sick days can be taken as half or whole days.

20.06 Short-term disability

If an employee requires an unpaid sick leave (i.e., beyond the paid leaves contemplated by this agreement), an employee is entitled to receive 100% of their salary for up to two (2) weeks before they apply to EI benefits, if they qualify.

20.07 Employees on unpaid sickness or mental health leave shall remain on the health benefits plan for twelve (12) months.

ARTICLE 21 - ADOPTION, PREGNANCY, AND PARENTAL LEAVE

21.01 Pregnancy and Parental Leave shall be granted in accordance with the terms and qualifying conditions as contained in the Ontario Employment Standards Act, 2000 as amended from time to time.

21.02 Continuation of Benefits

An Employee on Pregnancy and Parental Leave shall continue to enjoy all the rights and benefits of this Collective Agreement.

21.03 Return to Work

Upon return to work, the employee shall be reinstated to their former position or one of equal rating with the same pay and any increments that the employee may have been entitled to during the leave. Seniority shall accumulate through such periods of leave.

21.04 Illness Before Leave

Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave or other applicable leave credits.

ARTICLE 22 - OTHER LEAVES

22.01 Bereavement

An employee may take up to five (5) days of leave with pay upon the death of a family member, relative, partner, or close friend or associate. This paid leave can be taken as half or whole days.

When the leave entitlements under this article have been exhausted, an employee may use other entitlements in accordance with the collective agreement.

22.02 Caregiver Leave

If an employee requires an unpaid leave of absence of at least 8 (eight) weeks to look after a critically ill or dying loved one, an employee is entitled to receive 100% of their salary for up to two (2) weeks before they apply to EI benefits, if they qualify.

Paid vacation time that the employee has accrued may be used in place of unpaid leave if requested by the employee.

Under the ESA employees are entitled to unpaid leave for the following (please refer to ESA for most up to date leave entitlements):

- Critically Ill Child Leave
- Critically Ill Adult Leave
- Family Care Leave

For the purposes of entitlement to a Critically Ill Child/Adult Leave and Family Care Leave under the ESA, the Employer does not require biological/family ties, and recognizes that the leave might apply in situations of the sickness of a close friend or companion for such leaves.

22.03 Trans-Affirming Care

An employee who requires a leave of absence in order to access trans-affirming care shall be granted eight (8) paid days for physical medical or non-medical procedures per calendar year. An additional unpaid leave of up to one (1) month will be available to employees with a clinical note provided, or longer as required by the Human Rights Code.

ARTICLE 23 - HEALTH BENEFITS

23.01 New employees benefits will commence within the first two weeks of their first day of employment.

23.02 Disclosure of Benefits

The Union shall be provided with a current copy of the master policy of all insured benefits. The Employer shall provide a brochure describing all benefit plans to all employees.

23.03 Benefit Coverage

The Employer shall provide full-time employees with a Group Benefit Plan, including medical, dental, and disability insurance coverage. The Employer shall pay one hundred percent (100%) of the cost of the benefit plans for all employees, their spouses and dependents.

23.04 Changes to Benefits

The parties agree that the benefit plan coverage may only be altered or amended by the mutual agreement of both parties.

23.05 Change of Carriers

The current carrier as of the ratification of this agreement is Canada Life. It is understood that the Employer may change the benefit plan carrier at any time. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer will provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

23.06 Responsibility

The Employer is responsible for the administration and application of the benefit plans and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

23.07 Coverage for Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in school.

23.08 The Employer shall continue to pay its cost for insured benefit plans, as follows, and as outlined in the applicable Collective Agreement provisions:

- While on paid leave of absence;
- While on parental leave;
- While absent due to illness up to one (1) year; ● While on the recall list.

23.09 The Employer will also maintain the employee's dependents' health benefits, at the predeath level, for a period of six (6) months, following the death of a full-time employee, other than a retiree.

ARTICLE 24 - HEALTH AND SAFETY

24.01 The Employer shall make all reasonable provisions for the health and safety of employees, and the Union may bring to the attention of the Employer any suggestions in this regard.

24.02 Health and safety shall be discussed regularly within the Labour Management Committee.

ARTICLE 25 - EMPLOYMENT EXPENSES

25.01 Travel Expenses

An updated travel expense Letter of Understanding will be developed by the Employer and Union at the Labour Management Committee by December 31, 2023 and will be applied to all circumstances of travel.

25.02 Equipment

The Employer shall provide those employees equipment that they require to carry out their duties, including, but not limited to:

- A. A laptop computer and carrying case;
- B. A mouse and keyboard;
- C. A computer monitor;
- D. Cables required to charge & connect devices;

This equipment will remain the property of the Employer and will be returned to the Employer when the employee's employment ends. The Employer will assume responsibility for normal maintenance, repair, and technical support of this equipment.

25.03 Damaged Equipment

The Employer shall cover the cost to replace stolen or damaged equipment. Only in extreme circumstances where it is clear negligence has occurred can the employee be required to pay for repair or replacement.

25.04 Employees who pass their probationary period shall be provided a one-time home office setup allowance, not to exceed \$500. Any equipment or furniture purchased with this allowance is the property of the employee. Employees are expected to provide their own desk and chair.

Receipts must be provided for reimbursement in accordance with the reimbursement policy.

25.05 Mobile Phone

Employees shall not be required to use their mobile phones to carry out work-related duties. If mobile phone use is required for an employee to carry out their work (to be determined by the Employer) they shall be compensated with a mobile phone allowance of up to \$20/month.

25.06 Professional Development

Each employee is entitled to up to one thousand dollars (\$1,000) per calendar year of professional development funds. This can include the cost of tuition and enrolment fees, for any courses, seminars, webinars, mentoring, or workshops which an employee takes for professional development and must include all travel costs including but not limited to costs covered in our travel policy.

Employees shall make requests for professional development to their direct supervisor in writing. The supervisor shall respond within five (5) business days. If not approved, a written notice should be sent to the employee with reason for refusal.

A maximum of five (5) work days may be used in a calendar year for professional development.

Unused professional development budgets cannot be rolled over to the following year.

ARTICLE 26 - OUTSIDE EMPLOYMENT

26.01 Outside Employment

While employed by Grassriots, you are expected to devote your energy to your job with Grassriots. The following types of employment elsewhere are strictly prohibited

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at Grassriots;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with Grassriots;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with Grassriots;
- Additional employment that requires the employee to conduct work or related activities on Company property during the employer's working hours or using Grassriots facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of Grassriots employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to Grassriots' CEO explaining the details of the additional employment.

ARTICLE 27 – DURATION

Term of Collective Agreement

The term of the first Collective Agreement shall be for four (4) years from September 13, 2023 to September 12, 2027 and shall continue from year to year thereafter unless either party gives to the other party notice to bargaining in writing ninety (90) days of the expiry date of this agreement.

WAGE GRID

wage \$1,000

increase

Level	Position	Step (Years Served)	0	1	2	3	4	5	6	7	8	9	10
LEVEL 1	Fellow	Salary	\$35,000	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LEVEL 2	Coordinator / Junior	Salary	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000	\$57,000	\$58,000	\$59,000	\$60,000
LEVEL 3	Intermediate	Salary	\$60,000	\$61,000	\$62,000	\$63,000	\$64,000	\$65,000	\$66,000	\$67,000	\$68,000	\$69,000	\$70,000
LEVEL 4	Senior	Salary	\$70,000	\$71,000	\$72,000	\$73,000	\$74,000	\$75,000	\$76,000	\$77,000	\$78,000	\$79,000	\$80,000
LEVEL 5	Senior 2 / Lead	Salary	\$80,000	\$81,000	\$82,000	\$83,000	\$84,000	\$85,000	\$86,000	\$87,000	\$88,000	\$89,000	\$90,000

Signed this _____ day of _____, 2023

Grassriots Inc.

Canadian Union of Public Employees and its Local 1281-42



Heather Murray (Sep 19, 2023 15:16)



EDT)

~~Ryan Baillargeon~~

Anna Lermer

Ryan Baillargeon (Oct 13, 2023 10:34 EDT)

Anna Lermer (Sep 19, 2023 15:27)

PDT)

Tammy Kovich

Tammy Kovich (Sep 19, 2023 19:07

EDT)