

**C O L L E C T I V E   A G R E E M E N T**

BETWEEN

**SEEDCHANGE CANADA**

**("Employer")**

AND

**LOCAL 70405, THE PUBLIC SERVICE ALLIANCE OF CANADA**

**("Union")**

Effective May 1st, 2021 to April 30, 2024

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# **COLLECTIVE AGREEMENT**

## **PART I - GENERAL PROVISIONS**

### **ARTICLE 1 PURPOSE OF AGREEMENT**

**1.1** The parties to this Agreement consider that harmonious work relationships are essential to the well-being of Employees and to the application of management and administrative practices and further recognize that cooperation is essential to the development process. The parties therefore agree to set forth in this Agreement certain terms and conditions of employment relating to working conditions affecting the Employees which will promote harmonious relations and will thereby improve the quality of SeedChange Canada services in all its operations and assist in the realization of the organization's mission statement referred to in a Letter of Understanding between the parties dated the 3rd day of August, 1994.

### **ARTICLE 2 INTERPRETATION AND DEFINITIONS**

**2.1** For the purpose of this Agreement:

**"Alliance"** means the Public Service Alliance of Canada.

**"Dependent"** means an Employee's spouse or unmarried child, as described below;

**"Child"** means any child dependent on an Employee in a "parent-child" relationship, including a legally adopted child or a stepchild, or a child under guardianship, where the child is:

- (i) Under eighteen (18) years;
- (ii) Eighteen (18) years of age or over and incapable of self-sustaining employment by reason of mental or physical handicap;
- (iii) Eighteen (18) years of age or over and is a full-time student and chiefly dependent on the Employee for support and maintenance.

**"Daily Rate of Pay"** for a full-time Employee means an Employee's weekly rate of pay divided by five (5).

**"Day of rest"** in relation to a full-time Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of their position other than by reason of the Employee being on leave or absent from duty without permission.

**"Employee"** means a person who is a member of the bargaining unit.

**"Employer"** means SeedChange Canada, its Board of Directors and its Officers and Delegates.

**"Grievance"** means any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Agreement or a matter where the Employer has allegedly acted unjustly or improperly.

**"Holiday"** means the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement,

**"Hourly Rate of Pay"** means a full-time Employee's weekly rate of pay divided by thirty-five (35).

**"Layoff"** means an absence from employment or a reduction in hours of a position imposed on any Employee by the Employer due to lack of work or the discontinuance of a function.

**"Leave"** means authorized absence from duty by an Employee during their regular or normal hours of work.

**"Membership dues"** means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance and shall not include any initiation fee, insurance premium, or special levy.

**"Performance Evaluation"** is a formal process involving an Employee and the Employer Delegate wherein an Employee's performance is evaluated.

**"Probation"** means the initial period of six (6) months of employment.

**"Seniority"** means the length of continuous service with the Employer since the first day of hire.

**"Spouse"** means:

- (i) The person to whom an Employee is lawfully married through an ecclesiastical or civil ceremony, or
- (ii) As defined by the Family Law Act of Ontario; and

- (iii) **"Common-law spouse"**: A common-law spouse relationship exists when, for a continuous period of at least one (1) year, an Employee has lived with a person, publicly represented that person to be their spouse, and continues to live with the person as if that person were their spouse

**"Temporary Employee"** means a person hired on a fixed term basis where the term of the employment is twelve (12) months or less.

**"Weekly Rate of Pay"** means an Employee's annual rate of pay divided by 52.176.

## **2.2 Gender-Neutral Pronouns**

The gender-neutral pronoun "they" will be used throughout this document in order to be more inclusive of all gender identities.

## **ARTICLE 3 RECOGNITION**

**3.1** The Employer recognizes the Alliance as the sole and exclusive bargaining agent for all Employees occupying positions as described in the certificate issued by the Ontario Labour Relations Board on the 24th day of January, 1991.

## **ARTICLE 4 PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT**

**4.1** In the event that any law passed by Parliament, applying to Employees, renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

## **ARTICLE 5 MANAGEMENT RIGHTS**

**5.1** The Alliance recognizes that all the functions, rights, powers and authorities which have not been specifically abridged, deleted or modified by this Agreement are retained by the Employer.

**5.2** In administering this Agreement, the Employer shall all act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

## **PART II - UNION SECURITY AND STAFF RELATIONS MATTERS**

### **ARTICLE 6 CHECK-OFF**

**6.1** Effective on the first day of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct an amount equal to the amount of the membership dues from the monthly pay of all Employees in the Bargaining Unit.

**6.2** The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Employee in the Bargaining Unit.

**6.3** For the purpose of applying clause 6.1, deduction from pay for each Employee in respect of each month shall commence with the first full month of employment to the extent that earnings are available. Where an Employee does not have sufficient earnings in respect of any month to permit deduction, the Employer shall not be obliged to make such a deduction from subsequent earning.

**6.4** The amounts deducted in accordance with this Article shall be remitted to the Comptroller of the Alliance in the month following their deduction and shall be accompanied by particulars identifying each Employee and the deduction.

**6.5** The Alliance agrees to indemnify and save harmless the Employer from and against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer in connection with the deduction of the amount equal to the monthly membership dues.

### **ARTICLE 7 NO DISCRIMINATION, NO HARASSMENT AND NO VIOLENCE**

**7.1** The parties agree that every Employee has a right to equal treatment with respect to employment without discrimination. There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an Employee by reason of age, race, creed, colour, ethnic or national origin, ancestry, place of birth, religious or political affiliation or belief or practice, sex, sexual orientation, gender identity or expression, physical attributes, marital status, family status, physical or mental illness or disability, citizenship, record of offences for which a pardon has been granted, language, or membership or activity in the Union provided for under the Ontario Labour Relations Board. The rights under this Article are not infringed where discrimination on a prohibited ground is a reasonable occupational qualification.

**7.2** The Employer agrees to provide a working environment that is free from discrimination, harassment, and violence. The parties are committed to fair treatment of all members and do not condone behaviour that is contrary to the *Human Rights Code*, this Article, SeedChange's Workplace Harassment Policy, or the *Occupational Health and Safety Act*. The Alliance and the Employer recognize the right of Employees to work in an environment free from discrimination, harassment (e.g. sexual or personal harassment) and violence and agree that discrimination, and violence will not be tolerated in the workplace.

**7.3** "Workplace Harassment" is defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment or conduct against another person or persons in the workplace or work-related third-party premises that is known or ought reasonably to be known to be unwelcome, including "Workplace Sexual Harassment" as defined in Article 7.4. "Workplace Harassment" may be related to one or more of the prohibited grounds of discrimination under Article 7.1, and may include a pattern of behaviour, such as bullying, that causes humiliation, embarrassment, or intimidation.

Examples of workplace harassment can include:

- offensive or intimidating comments or jokes;
- bullying or aggressive behaviour;
- displaying or circulating offensive pictures or materials;
- inappropriate staring;
- workplace sexual harassment;
- isolating or making fun of a worker because of gender identity.

**7.4** "Workplace Sexual Harassment" means,

(a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity, or gender expressions, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

(b) 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 the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

**7.5** "Workplace Violence" means,

(a) the exercise of physical force against a worker, in a workplace, that causes or could cause physical injury to the worker;

(b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;



(c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

**7.6** Any level in the Grievance Procedure shall be waived if a person hearing the grievance on discrimination, harassment or violence is the subject of the complaint. If a level is waived, no other level shall be waived except by mutual agreement.

**7.7** An Employee also has the right to file an application directly with the Human Rights Tribunal of Ontario. Should the Tribunal decide to hear the matter before the grievance and arbitration procedure has been completed, all proceedings under Article 11–Grievance Procedure and Article 12 – Arbitration Procedure will be suspended and the applicable timelines will be extended pending any decision by the Tribunal.

**7.8** There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under the Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be grounds for filing a grievance.

**7.9** The Employer agrees that information and training regarding harassment, discrimination and violence is essential and will ensure that bargaining unit members are provided with appropriate information and training about relevant policies and programs, which will include information about applicable legislation. The time spent in training shall be considered as time worked for all the purposes of the collective agreement.

## **ARTICLE 8 ALLIANCE STEWARDS, COMMITTEES AND ALLIANCE ACTIVITY**

**8.1** The Employer acknowledges the right of the Alliance to appoint Employees as stewards and, in their absence, their alternates. The Employer shall be advised by letter of the names of those so appointed before they are recognized.

**8.2** The Alliance shall determine the jurisdiction and numbers of such representatives, having regard to the plan of organization, the distribution of Employees at the workplace and the Administrative Structure implied by the Grievance Procedure covered by this Agreement.

**8.3** The representative shall obtain the permission of the immediate supervisor before leaving work to investigate a complaint or grievance raised by an Employee; to meet with the Employer for the purpose of dealing with a complaint or grievance and to attend meetings called by the Employer. Such permission shall not be unreasonably withheld. The representative is to advise their immediate supervisor upon return to duty.

**8.4** In the processing of complaints, grievances or disputes, the Employee(s) directly concerned and their steward(s) will be granted reasonable time off for the purpose of attending meetings with the Employer. Where such meetings or proceedings are held during the scheduled working hours of the Employees concerned, there will be no deduction from their pay for such hours.

**8.5** Where operational requirements permit, the Employer shall grant time off to not more than two (2) Employees who are attending meetings arranged with the Employer on behalf of the Alliance. Where such meetings are held during the scheduled working hours of the Employees involved, there will be no deduction from their pay for such hours.

**8.6** Where operational requirements permit, the Employer shall grant reasonable leave without pay to not more than two (2) Employees at any one time to attend Alliance Executive Council meetings, congress, convention or Alliance training courses.

**8.7** A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings, provided prior permission is obtained from the Employer.

**8.8** There shall be no solicitation of members or other Union activity during working hours except as provided for in this agreement.

## **ARTICLE 9 INFORMATION FOR EMPLOYEES AND THE ALLIANCE**

**9.1** The Employer agrees to supply the Alliance with the name and classification of each new Employee in the Bargaining Unit in the month following their engagement.

**9.2** The Employer agrees to provide one (1) copy of the Collective Agreement to each Employee in the Bargaining Unit including all new Employees who become subject to this Collective Agreement during the term of the Agreement. The Employer shall arrange for the printing of sufficient copies of the Agreement to distribute a copy to each Employee. The cost of the printing shall be shared by the parties.

**9.3** Reasonable space on a bulletin board, in a convenient location, will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

**9.4** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or Delegate and the Alliance.

**9.5** The Alliance shall be notified of all demotions, hirings, layoffs, transfers and recalls.

**9.6** The Employer acknowledges the right of the Alliance to appoint or otherwise select Employees as representatives.

**9.7** The Alliance shall notify the Employer in writing of the names of its representatives.

## **ARTICLE 10 NO CESSATION OF WORK**

**10.1** In view of the orderly procedure for the settlement of complaints and grievances as established herein, there shall be no lock-out by the Employer and no strike, sit-down, stoppage of work, or any act of a similar nature which would interfere with the efficient operation of the Employer by the Alliance, its officers, agents, or the Employees during the period in which this Agreement is in force.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

**11.1** For the purpose of this Agreement, "grievance" shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Agreement.

**11.2** All days in this article shall refer to working days.

**11.3** Whenever possible, disputes shall be submitted within twenty (20) working days of the occurrence of the act or decision giving rise to the dispute. This timeline shall be extended for cases involving harassment, discrimination or violence, or other cases where additional flexibility is reasonable.

**11.4** The parties agree that it is of utmost importance to adjust grievances fairly and promptly. Prior to instituting the formal Grievance Procedure, an Employee is encouraged to consult with the person they normally report to accompanied by a Union Representative if so desired. If the complaint cannot be settled at this level, it shall be processed as follows:

### Step 1

(a) An Employee may present a grievance to the Director of the Department concerned, not later than the twentieth (20<sup>th</sup>) working day after the date on which the Employee becomes aware of the circumstances giving rise to the grievance.

This timeline shall be extended for cases involving harassment, discrimination or violence, or other cases where additional flexibility is reasonable.

- (b) The Director of the Department concerned at Step 1 shall reply to an Employee's grievance within ten (10) days after the grievance is presented.

### Step 2

If the decision rendered by Management at the first Step is not satisfactory to the Employee, the Employee shall have the right to have a written grievance submitted by the Alliance to the Senior Management Team of the Employer within twenty (20) days following receipt of the decision at Step 1. A meeting shall be arranged within ten (10) days in an effort to resolve the issue in dispute. The Senior Management Team of the Employer shall have ten (10) working days to respond in writing to the grievance.

### Step 3

Failing a satisfactory settlement being reached in Step 2, the Alliance may refer the dispute to arbitration.

**11.5** The grievor shall have the right to be present at all steps of the Grievance Procedure and shall be accompanied by an Alliance representative.

**11.6** Recognizing the principle of good faith and fairness for all concerned, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Alliance.

**11.7** A grievance directly involving a group of Employees concerning the interpretation, application or alleged violation of the Agreement shall be submitted as a single grievance at Step 2.

**11.8** When the Employer discharges an Employee the grievance procedure is as follows:

- (a) the grievance may be presented at the Final Step only, within twenty (20) days following the Employee's discharge; and
- (b) the ten (10) day time limit within which the Employer is to reply at the Final Step is extended to fifteen (15) days.

## **ARTICLE 12 ARBITRATION**

**12.1** The arbitration of a grievance may be initiated by the appointment of an arbitrator within fifteen (15) days after the notice of intent to seek arbitration is presented in writing.

**12.2** The decision of the arbitrator is limited to the grievance which was submitted and their jurisdiction can only be made in accordance with the stipulation of the agreement and they shall not have the right to add, delete, change or amend this agreement in any way. Each party shall pay its own costs and expenses and the cost of witnesses when called.

The fee and expenses of the arbitrator shall be paid equally by the parties.

**12.3** The Employer and the Alliance shall make every effort to agree on the selection of the Arbitrator within ten (10) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration. In the event that the parties fail to agree on the choice of arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

**12.4** The Arbitrator shall have all the powers vested in it by the Ontario Labour Relations Act. The Arbitrator shall render their award within a reasonable period, as agreed to by the parties.

**12.5** The Arbitrator's decision shall be final and binding on both parties.

**12.6** At any stage of the Grievance Procedure including arbitration, the parties can have recourse to the Employee or Employees involved, and any necessary witnesses; reasonable, necessary dispositions shall be taken to permit the parties to have access to a reasonable facility in the office to take the necessary information as proof relating to the grievance, and to interview necessary witnesses.

## **ARTICLE 13 DISCIPLINE**

**13.1** An Employee may only be disciplined for just cause.

**13.2** An Employee is entitled to union representation if required to attend a meeting of a disciplinary nature called by the Employer to discuss a matter.

**13.3** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing or within a reasonable period thereafter.

**13.4** Except in the case of counselling or an oral reprimand, the Employer shall provide an Employee with a written record of any disciplinary action taken against them, and such written record shall include the reason for the disciplinary action. A copy of such written record shall be forwarded under confidential cover to the Alliance if the Employee so agrees.

**13.5** Notice of disciplinary action which may have been placed on the personnel file of an Employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

**13.6** An Employee shall have the right to review their personnel file and to respond in writing to any document contained therein upon written request of twenty-four (24) hours notice.

**13.7** When an Employee is suspended from duty, the Employer undertakes to notify the Employee in writing of the reason for such suspension.

**13.8** An Employee absent from duty without leave for a period of five (5) working days may be deemed to have abandoned their position unless they can offer a satisfactory explanation justifying the absence within a period of ten (10) working days from the first day of absence from duty without leave.

## **ARTICLE 14 SENIORITY**

**14.1** Seniority is defined as the length of continuous service with the Employer since the first day of hire regardless of the number of hours worked per week or the nature of the contract (permanent or temporary). Seniority shall be used in determining preference or priority for selection, transfer, layoff, permanent reduction of the workforce and recall, subject to the other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

**14.2** Personnel excluded from the application of this Agreement who are appointed to a position in the bargaining unit will be credited with "seniority" as defined above.

**14.3** The Employer shall maintain a list indicating the seniority of each Employee in the bargaining unit. The list will be made available to the Alliance upon request.

**14.4** Seniority for temporary (contract) Employees shall accumulate from contract to contract provided there is not a break of longer than three (3) months between contracts. Temporary Employees who assume permanent status shall build on the seniority accumulated as contract staff.

**14.5** Newly-hired Employees shall be considered on a probationary basis for a period of six (6) calendar months. A probationary Employee may be recognized as a permanent Employee at some time prior to the completion of the probationary period. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified, except with respect to discharge. The employment of such Employees may be terminated at any time during the probationary period with recourse to the Grievance Procedure but without recourse to Arbitration. After completion

of the probationary period, seniority shall be effective from the original date of employment. A performance appraisal of a probationary Employee shall normally be done during the third and fourth month of the probationary period identifying any areas of shortcomings or problems.

**14.6** On or before the expiry date of the probationary period, the Employer will confirm to the Employee the decision to:

- (a) confirm the Employee's appointment as having completed the probation; or
- (b) extend the probationary period with mutual consent of the Employee for a further period of thirty (30) days; or
- (c) terminate the Employee.

**14.7** Seniority once established for an Employee shall be forfeited and the Employee's employment shall be terminated under the following conditions:

- (a) If they retire;
- (b) If they are discharged for just cause and not reinstated through the grievance or arbitration procedures;
- (c) If they fail to report for duty, after being notified by registered mail of a recall, following a layoff within five (5) working days or leave of absence in accordance with the provisions of this Agreement unless by reason of sickness or just cause;
- (d) If twelve (12) months have elapsed from the date of layoff;
- (e) If they are absent from work for more than five (5) scheduled working days without notifying the Employer unless there is just cause for the failure to provide such notice.

## **ARTICLE 15**

### **APPOINTMENTS, PROMOTIONS AND TRANSFERS**

**15.1** Where a vacancy exists in the classification to which this Agreement applies, or a new position is created within this Bargaining Unit, a bulletin giving all relevant information will be posted as soon as possible after the determination of the said vacancy or of the establishment of the new position. Any new position or vacancy in an existing position will be circulated internally by work email to all members of the bargaining unit, and to the personal emails of those on a leave of absence and those with recall rights (as per Article 16.8), five (5) working days before public posting. Internal applicants will automatically be invited to participate in the interviewing stage of the hiring process. Where more than one

candidate meets the minimum job requirements, the candidate with the most seniority will be offered the position.

**15.2** Every posting shall be identified by position title, classification, salary range, starting date whenever practicable and the closing date of the competition. The position announcement will provide position description information and qualifications taken from a valid position description.

**15.3** Appointments to vacant positions shall be made on the basis of performance, qualifications, ability, experience and fitness of the candidates.

**15.4** The name of a successful candidate shall be posted within ten (10) working days after the successful candidate has been notified. This notice shall be posted and a copy made available to the Alliance. The Employer shall provide a copy of a newly hired Employee's employment contract to the Union Local.

**15.5** The selection process as stipulated by this Article will not apply when engaging casual or temporary staff for a term of six (6) months or less. Extension to this term may be made upon mutual agreement between the Employer and the Alliance.

#### **15.6 Use of Temporary Employees**

The Employer agrees to only hire Employees on a temporary basis where there is a justifiable reason, including but not limited to short-term funding or replacing a permanent Employee who is on a leave of absence.

All temporary Employees employed for twenty-four (24) months will be considered permanent Employees, except for temporary Employees replacing a permanent Employee who is on leave with or without pay.

## **ARTICLE 16 LAYOFFS AND RECALLS**

**16.1** A layoff shall be defined as an absence from employment or a reduction in hours of a position imposed on any Employee by the Employer due to lack of work or the discontinuance of a function.

**16.2** Where there is any proposed reduction in the workforce, the Employer must notify the Alliance a minimum of two (2) months in advance of the layoff. The Employer shall meet with the Union for the purpose of exploring ways of assisting affected Employees, consistent with the terms of this Collective Agreement.

**16.3** (a) The Employer will whenever reasonably possible carry out reductions in the workforce by voluntary attrition.



(b) Where a proposed reduction in the workforce cannot be accomplished through voluntary attrition in the affected job titles, consideration will be given to such options as reassignment, redeployment or temporary assignment.

(c) Should the Employer elect to offer incentives for voluntary termination, it shall do so in order of service.

(d) Temporary Employees shall be laid off before permanent Employees, providing the permanent Employee replacing the temporary Employee is qualified and able to do the job.

(e) Where an Employee is subject to a layoff in the form of an involuntary reduction in hours of work, they may accept the reduced hours of work and remain employed rather than be laid off, and in doing so shall forego severance payment in this instance.

**16.4** Where the procedures set out above do not result in averting a layoff, selection of Employees to be laid-off in the affected position will be as follows:

(a) reverse order of seniority will be used;

(b) the Employee so affected shall have the right to bump an Employee with less seniority providing that the Employee so affected has the qualifications and ability to do the job; and

(c) where the situation in (b) above does not apply, the Employee affected will be laid-off.

**16.5** Where a permanent Employee is to be laid-off, they shall be given as much advance notice as possible but in any event no less than one (1) month in writing. Employees may have a Local Alliance representative with them in attendance at meetings where notice of layoff is given.

**16.6** Employees laid off shall be entitled to a severance period according to the following formula:

(a) One (1) month for the first complete or partial year of continuous employment, plus

(b) Two (2) weeks pay per completed year of employment following the first year.

(c) The maximum severance benefit will be thirty-four (34) weeks.

**16.7** Compensation during the severance period shall include:

(a) Wages at the same salary as at the time of layoff, prorated for part time staff as applicable, and paid out biweekly as per standard Employer payroll procedures.

- (b) Continuation of all applicable Employee benefits as provided under this agreement or other Employer policies, subject to approval by third party insurers.

**16.8** An Employee may elect to defer severance payments to the end of the recall period. In such a case severance shall be paid in a lump sum. Pension contributions from both Employee and Employer will be made with respect to the total payment at that time.

**16.9** No new Employee shall be hired until all Employees laid off have been given an opportunity of recall. Recall rights shall last for twelve (12) months from the date of layoff. Recall rights apply to a reinstated position and to vacant position. Recall shall be in order of seniority, with the most senior Employee laid off being given first opportunity of recall subject to qualifications and ability to do the job.

**16.10** Laid off Employees recalled during a severance period shall not be required to repay severance benefits received, but shall have future severance periods adjusted to reflect compensation received during the layoff. Severance received during prior layoff periods shall not affect the maximum severance benefit.

**16.11** Grievances concerning layoff and recalls shall be initiated at Step 2 of the Grievance Procedure.

For staff employed before July 1, 1986:

- (a) Upon layoff an Employee shall receive two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment with a maximum benefit of twenty (20) weeks' pay.
- (b) On resignation an Employee, with ten (10) or more years of continuous employment, shall receive, subject to (e) below, one-half week's pay for each complete year of continuous employment up to a maximum of twenty (20) years with a maximum benefit of ten (10) weeks' pay.
- (c) On retirement, after reaching the age of fifty-five (55) years and having completed ten (10) or more years of continuous service, an Employee shall receive, regardless of any other benefits payable, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty (20) weeks' pay.
- (d) If an Employee dies, their Estate shall receive, one (1) week's pay for each complete year of continuous employment to a maximum of twenty (20) week's pay, regardless of any other benefit payable.
- (e) Severance benefits payable to an Employee under this section shall be reduced by any period of continuous employment in respect of which the Employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

## **ARTICLE 17 TECHNOLOGICAL CHANGE**

**17.1** The parties agree that in cases where as a result of technological change the services of an Employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the following clauses will apply.

**17.2** In this Article “Technological Change” means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;
- and
- (b) a change in the Employer’s operation directly related to the introduction of that equipment or material.

**17.3** Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on Employees which might result from such changes.

**17.4** At least ninety (90) days prior to the date on which a technological change is to be effective, the Employer shall give the Alliance written notice of the proposed change. Such notice shall include:

- (a) the nature of the technological change;
- (b) the date upon which the Employer proposes to effect the technological change;
- (c) the approximate number and type of Employees likely to be affected by the technological change.

**17.5** Within the ninety (90) days specified in Clause 17.4, the Employer agrees to consult with the Alliance with a view to resolving problems which may arise as a result of the introduction of technological change.

## **ARTICLE 18 JOINT CONSULTATION**

**18.1** Recognizing the community of interest in the efficient operation of SeedChange Canada and believing that the basis of good industrial relations rests upon satisfactory co-operation, the Employer and the Alliance agree to work together in the establishment

and operation of a Labour-Management Consultation Committee that will meet no less than three (3) times per year.

**18.2** Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

**18.3** Upon request of either party, the parties to this Agreement shall consult at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

## **ARTICLE 19 SAFETY AND HEALTH**

**19.1** The provisions of the Occupational Health and Safety Act of Ontario dealing with Safety and Health shall form part of this Agreement.

**19.2** The Employer shall make every reasonable effort to promote a workplace that is scent free.

## **ARTICLE 20 RE-OPENER OF AGREEMENT**

**20.1** This Agreement, other than its term, may be amended by mutual consent.

## **ARTICLE 21 EMPLOYER DIRECTIVES**

**21.1** The Employer shall provide the Alliance with a copy of those personnel directives affecting the Employees of this bargaining unit and any changes and amendments thereto.

## **ARTICLE 22 DURATION AND RENEWAL**

**22.1** The provisions of this Agreement shall be in force and effect from May 1, 2021 until April 30, 2024.

**22.2** Either party to this Agreement may, not more than ninety (90) days and not less than thirty (30) days prior to April 30th, 2024, present to the other party in writing, proposed terms of a new or further agreement and/or amendments to this Agreement.

**22.3** Both parties shall adhere fully to the terms of this Agreement during the period of bonafide Collective Bargaining, and if negotiations extend beyond the anniversary date of the Agreement, all of its provisions will continue in force until a new agreement is executed.

**22.4** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

## **ARTICLE 23 CONTRACTING OUT**

**23.1** The Employer shall not contract out any work normally performed by Employees of the Bargaining Unit, except to meet requirements which are above the capacity of the existing workforce. When there are work requirements that exceed the capacity of the existing workforce, the Employer shall make every reasonable effort to hire Employees prior to contracting work out.

**23.2** Contracting out will not cause the involuntary termination or reduction of hours of Employees of the Bargaining unit.

**23.3** There shall be a standing item on the agenda of the Labour-Management Joint Consultation Committee to discuss the work of the Bargaining Unit that has been contracted out.

## **PART III - WORKING CONDITIONS**

### **ARTICLE 24 HOURS OF WORK**

**24.1** For the purpose of this Agreement, the week shall consist of seven (7) consecutive days beginning at 00:00 hours Sunday morning and ending at 24:00 hours Saturday.

**24.2** Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work.

**24.3** The Employees may be required to register their attendance in a form or in forms to be determined by the Employer.

**24.4** For the purposes of this Article a work day shall be 9:00 a.m. to 5:00 p.m. with an hour for lunch. For the period June 1 to September 1 the work day will be reduced by 15 minutes per day. An Employee's hours of work may be scheduled to commence between the hours of 8:00 a.m. to 9:30 a.m. It is agreed that the working hours will end no earlier than 3:45 p.m. during the summer months and 4:00 p.m. in the winter months.

**24.5** The Employer agrees that before a schedule of working hours is changed the change will be discussed with the Alliance.

**24.6** The weekly and daily hours of work may be varied by the Employer, following discussion with the Alliance to allow for summer and winter hours, provided the annual total of hours remains unchanged.

**24.7** The Employee's daily schedule of working hours shall be determined by mutual agreement between the Employee and their manager, subject to operational requirements. The Employer shall make every reasonable effort to accommodate the Employee's desired work schedule.

**24.8** Any changes to the scheduled hours shall be by written notice to the Employee(s) concerned.

**24.9** Subject to operational requirements, an Employee on day work shall have the right to select and request flexible hours between 8:00 a.m. and 5:30 p.m. and such request shall not be unreasonably denied.

**24.10** Where operational requirements permit, an Employee shall be permitted to engage in telework (flexible work arrangements).

## **ARTICLE 25 OVERTIME**

**25.1** An Employee is entitled to overtime compensation under clause 25.3 for each completed period of fifteen (15) minutes of overtime worked:

- (a) when the overtime work is authorized in advance by the Employer  
and
- (b) when the Employee does not control the duration of the overtime work.

**25.2** Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

**25.3** In this Article:

- (a) "Overtime" means work authorized in advance as per clause 25.1 and performed by an Employee in excess, or outside of their scheduled hours of work provided an Employee works a minimum of five (5) hours on a regular work day, or work authorized in advance and performed by an Employee on a day of rest.
- (b) "Straight-time rate" means the hourly rate of pay.
- (c) "Time and one-half" means one and one-half (1½) times the straight-time rate.
- (d) "Double time" means two (2) times the straight-time rate.
- (e) "First day of rest" means Saturday.
- (f) "Second day of rest" means Sunday.

**25.4** Compensation in cash or leave with pay

- (a) Overtime compensation shall be calculated at the rate of equal time off for all time worked in excess of the Employee's normal work week up to thirty-five (35) hours per week.
- (b) For time beyond thirty-five (35) hours, overtime compensation will be at the rate of time and one-half of compensatory equal time off with pay.
- (c) Double time of compensatory equal time off for all hours worked on the second and subsequent continuous day of rest (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).
- (d) The Employer shall grant compensatory time off at times convenient to both the Employee and the Employer.
- (e) Compensatory leave with pay not used by the end of the fiscal year will be paid for in cash or may be carried over as leave only.

## **ARTICLE 26 OVERTIME AND MEALS**

**26.1** An Employee who works three (3) or more hours of overtime immediately before or immediately following the Employee's scheduled hours of work shall be reimbursed

their expenses for one meal up to an amount not exceeding fifteen dollars (\$15.00) except where free meals are provided.

**26.2** Meal allowances under this clause shall not apply to an Employee who is in travel status which entitles the Employee to claim expenses for lodging and/or meals.

## **ARTICLE 27 DESIGNATED PAID HOLIDAYS**

**27.1** Subject to Clause 27.2, the following days shall be designated paid holidays for Employees:

- (a) New Year's Day (January 1)
- (b) Family Day (3<sup>rd</sup> Monday in February)
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day (3<sup>rd</sup> Monday in May)
- (f) National Indigenous Peoples Day (June 21)
- (g) Canada Day (July 1)
- (h) Civic Holiday (First Monday in August)
- (i) Labour Day (1<sup>st</sup> Monday in September)
- (j) National Day of Truth and Reconciliation (September 30)
- (k) Thanksgiving Day (Second Monday in October)
- (l) Remembrance Day (November 11)
- (m) Christmas Day (December 25)
- (n) Boxing Day (December 26)
- (o) One additional day when proclaimed as an Act of Parliament as a National Holiday.

**27.2** Clause 27.1 does not apply to an Employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday.

**27.3** When a day designated as a holiday under Clause 27.1 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first (1) scheduled working day following their day of rest.

**27.4** Where a day that is designated a holiday for an Employee falls within a period of leave with pay, that day shall count as a holiday and shall not count as a day of leave.

**27.5** Subject to operational requirements as determined by the Employer, and in addition to the paid holidays designated in this article, Employees shall be granted paid leave for the working days between Boxing Day and New Year's Day.



## **ARTICLE 28**

### **COMPENSATION FOR WORK ON A HOLIDAY**

**28.1** When the Employer requires an Employee to work on a holiday, they shall be paid or granted time off in lieu in addition to the pay that the Employee would have been granted had they not worked on the holiday:

- (a) One and one-half (1½) times the Employee's straight-time for the first seven (7) hours worked, and double (2) times thereafter; and
- (b) Subject to operational requirements, and at the request of an Employee, the Employer will endeavour to grant lieu days contiguous to the Employee's vacation leave.

**28.2** When an Employee works on a holiday following a day of rest on which they also worked and received overtime, shall be paid, in addition to the pay that they would have been granted had they not worked on the holiday, double (2) time their straight time rate for all time worked

## **ARTICLE 29**

### **RELIGIOUS OR CULTURAL/SPIRITUAL OBSERVANCES**

**29.1** The Employer shall make a reasonable effort to accommodate an Employee who requests time off to fulfill their religious or cultural/spiritual obligations.

**29.2** Employees may request annual leave or leave without pay in order to fulfill their religious or cultural/spiritual obligations.

**29.3** Notwithstanding clause 29.2, at the request of the Employee and at the discretion of the Employer, time off with pay may be granted to the Employee in order to fulfill their religious or cultural/spiritual obligations. The number of hours with pay so granted must be made up hour for hour within a period of one (1) month, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

**29.4** An Employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than one (1) week before the requested period of absence.

## **ARTICLE 30**

### **TRAVELLING**

**30.1** Where an Employee is required by the Employer to travel on business outside their headquarters area, the Employee's method of travel shall be determined by the Employer and they shall be compensated in the following manner:

- (a) On a normal working day on which the Employee travels but does not work, the Employee shall receive their regular pay for the day.
- (b) On a normal working day on which the Employee travels and works, the Employee shall be paid:
  - (i) the Employee's regular pay for the day for a combined period of travel and work not exceeding the normal number of scheduled hours in their work day, and
  - (ii) at the applicable overtime rate for additional hours of travel in excess of those specified in Article 24 – Hours of Work, with a maximum payment for such additional travel time not to exceed seven and one-half (7½) hours' pay at the straight-time rate in any day.
- (c) On a day of rest or on a designated holiday, as per Article 27, Designated Paid Holidays, the Employee shall be paid at the applicable overtime rate for hours travelled to a maximum of seven and one-half (7½) hours' pay at the straight-time rate.
- (d) The provisions of this Article do not apply to an Employee during their stay at an intermediate or final destination. When working outside of Canada the hours of work of the country of destination will apply.

### **30.2 Compensatory Travel Leave**

One (1) day's compensatory travel leave will be granted for every seven (7) consecutive days that the Employee is away from home. The Employee is entitled to take such leave within four (4) weeks.

## **ARTICLE 31 FLEXIBLE WORK ARRANGEMENTS**

**31.1** In order to promote Employee wellbeing and work-life balance, and recognizing that workplaces are continuing to change as technology enhances our capacity to collaborate across time and space, the Employer shall make every reasonable effort to grant an Employee's request for flexible work arrangements, including remote-based work, office-based work or hybrid.

**31.2** When a new position is created, the Employer shall determine whether it is a remote-based position, an office-based position or a hybrid position.

**31.3** An Employee requesting a change to their work arrangement shall do so in writing to their immediate supervisor and shall indicate whether they wish to work remotely, at the office or hybrid, and for how many days per week. Their supervisor shall respond to the request in writing within thirty (30) working days. If the request is denied, a reason shall be provided.

**31.4** This article outlines the minimum level of resources available to support Employees working remotely, and conditions under which such resources are to be provided. The article cannot take all circumstances into consideration. As such, the Employer is responsible for authorization of resources exceeding this article on a case by case basis.

### **31.5 Health and Safety**

- (a) As per Ontario's Occupational Health and Safety Act, the Employee's workplace is any land, premises, location or thing at, upon, in or near which a worker works, which therefore includes the Employee's remote work location. Employees working remotely shall be considered to be at work in the same way as if they were working at the Employer's office.
- (b) The Employer shall provide written guidelines and annual training on how to establish a safe and ergonomic working environment in accordance with occupational safety standards. This training will also be provided to new Employees as part of the onboarding process.
- (c) Employees are responsible for maintaining a remote workspace that meets the occupational safety guidelines provided by the Employer. Employees agree to promptly report any work-related accidents that occur while working remotely to their supervisor.

### **31.6 Fully remote Employees**

Starting May 1st, 2023, the following clauses apply to an Employee whose position is remote-based or who has been approved by the Employer to work remotely:

#### **(a) Furniture**

The Employer shall provide an ergonomic office chair, desk and filing cabinet or storage, including shipping, to permanent Employees and Temporary Employees hired for twelve months (12) or greater. This set-up will be provided once only, and the Employee will be responsible for moving the furniture as required during their period of employment. The furniture remains property of SeedChange.

#### **(b) Consumable Office Supplies and Shipping Expenses**

Employees may purchase consumable supplies (paper, pens/pencils, etc.) on an as-needed basis, filing an expense reimbursement claim on a miscellaneous expense

form as per the *Expense Reimbursement Policy*. Larger orders (\$50 or more) shall be facilitated by the Office Manager to include home delivery and bypass expense procedures. Incidental personal use of Employer supplies is permissible, while significant personal use should be acknowledged and supplies replaced at personal expense.

The Employer will reimburse any postage or shipping costs incurred to provide or return paper copies or physical supplies to the head office.

(c) Information and Communications Technology

- i. The Employer shall provide a computer, which remains the property of Employer and must be returned at the end of employment. Maintenance and servicing shall be provided by the Employer. Software and hardware required shall be provided by the Employer as needed.
- ii. Where printing is deemed to be a regular necessity, the Employer will provide a printer and/or ink. In such cases, personal use of Employer supplied ink is expected to be minor and incidental. Where printing is used occasionally, the Employee may use a printing service, such as an office supply company or photocopy shop, or claim ink expenses on a proportional basis.
- iii. The Employer shall provide an allowance of \$120 per month (taxable benefit) for phone and internet costs, distributed through regular payroll.

(d) Office Attendance

The Employer may require remote staff to attend the office twice per year, for lengths of time determined in consultation with the relevant Director. Expenses incurred for attendance at the office during these required attendances shall be compensated as per the *Travel Policy*.

### **31.7 Hybrid Employees**

Starting May 1st, 2023, the following clauses apply to an Employee whose position is hybrid or who has been approved by the Employer to work part of their hours remotely and part of their hours at the office:

- (a) The Employee will be required to sign a 12-month agreement defining the terms of their hybrid work arrangement. Should an Employee require a change to their work arrangement during the period of their hybrid work agreement, the Employer shall consider this request.
- (b) The Employer shall provide an allowance of \$120 per month (taxable benefit) for phone and internet costs, distributed through regular payroll, prorated according to the number of days the Employee works from home.

- (c) The Employer shall provide a one-time allowance of \$500 to contribute to the cost of setting up a workspace at home.

## **PART IV - LEAVE PROVISIONS**

### **ARTICLE 32 LEAVE - GENERAL**

**32.1** An Employee is entitled to be informed, upon written request, of the balance of their vacation, sick or other leave-with pay credits.

**32.2** Whenever there is discretion with respect to the granting of leave, such discretion shall be exercised reasonably and not arbitrarily.

**32.3** When the employment of an Employee who has been granted more vacation, sick or special leave with pay than they have earned is terminated by lay-off, incapacity, death or disability, the Employee is considered to have earned the amount of leave with pay granted to them.

**32.4** In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the Employee an amount equivalent to unearned vacation and sick leave taken by the Employee.

**32.5** An Employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

**32.6** An Employee is not entitled to leave with pay during periods they are on leave without pay or under suspension.

**32.7** When an Employee, who is in receipt of acting pay is granted leave with pay, they are entitled during this period of leave to receive the acting pay if acting in the higher position on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

**32.8** If an Employee is required to travel for a period of seven consecutive days or longer, the Employee will confirm a work schedule with their Director that ensures the minimum rest requirements of the ESA are met (one day in each work week or two consecutive days in each period of two work weeks). Travel leave will be granted for all days worked in excess of five (5) days per work week. If a work schedule is not confirmed prior to travel, leave will be granted on the basis of one (1) day for each full period of seven (7) days consecutive travel. No special leave will be credited for extended overseas

travel to one country for a period of three (3) months or more. Upon termination of employment, payment will be made for any accumulated special leave.

**32.9** An Employee whose travel includes flights of durations longer than six hours may take the workday following their return home off as a jet lag day. The jet lag day must be scheduled in advance and cannot be deferred or taken in lieu.

## **ARTICLE 33 LEAVE WITHOUT PAY**

**33.1** Leave without pay may be granted by the Executive Director beyond the expiration of all other leave and overtime credits. If staff benefits are to be continued during leave without pay, the Employee will be responsible for one-hundred (100) percent of the premiums after the first thirty (30) days of the leave without pay period.

**33.2** Where leave without pay is granted to an Employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave.

## **ARTICLE 34 VACATION LEAVE**

**34.1** The vacation year extends from May 1 to April 30.

**34.2** For each calendar month in which an Employee has earned at least ten (10) days pay, the Employee shall earn vacation leave credits at the rate of:

- a) one decimal sixty-seven (1.67) day until the month in which the anniversary of the Employee’s fifteenth (15<sup>th</sup>) year of service occurs;
- b) two decimal eight (2.08) days commencing with the month in which the Employee’s fifteenth (15<sup>th</sup>) anniversary of service occurs;
- c) two decimal five (2.5) days commencing with the month in which the Employee’s twentieth (20<sup>th</sup>) anniversary of services occurs.

Starting July 1st, 2022, the structure for earning vacation leave credits shall be amended to the following:

For each calendar month in which an Employee has earned as least (10) days pay, the Employee shall earn vacation leave credits at the rate of:

- a) one decimal sixty-seven (1.67) day until the month in which the anniversary of the Employee's fifth (5th) year of service occurs;
- b) two decimal eight (2.08) days commencing with the month in which the anniversary of the Employee's fifth (5th) year of service occurs;
- c) two decimal five (2.5) days commencing with the month in which the Employee's fifteenth (15th) anniversary of services occurs.

**34.3** An Employee is entitled to vacation leave with pay to the extent of their earned credits but an Employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

**34.4** Employees are expected to take all their vacation leave during the vacation year in which it is earned.

**34.5** The Employer reserves the right to schedule an Employee's vacation but shall make every reasonable effort:

- a) to grant Employees their vacation leave during the fiscal year in which it is earned;
- b) to grant each Employee vacation leave for at least two (2) consecutive weeks;
- c) to grant an Employee vacation leave when requested if:
  - (i) the period of vacation leave is less than a week, and
  - (ii) the Employee gives the Employer at least one (1) working day's advance notice for each day of vacation leave requested;
- d) to not recall an Employee to duty after the Employee has proceeded on vacation leave;
- e) to ensure that approval of an Employee's request for vacation leave is not unreasonably withheld or denied.

**34.6** When, in any vacation year and subject to minimum statutory leave requirements, an Employee has not been granted all of the vacation leave with pay credited to the Employee, the unused portion of the Employee's vacation leave up to a maximum of twenty (20) days shall be carried over into the following vacation year. On March 1<sup>st</sup> of every year, the Employer shall notify all Employees who will have more than twenty (20) days of vacation leave remaining at the end of the fiscal year that excess unused vacation must be taken prior to April 30<sup>th</sup> or accumulated vacation leave may be lost. All vacation leave credits that have been requested but not granted in excess of twenty (20) days shall automatically be paid in cash at the Employee's daily rate of pay.

**34.7** The Employer shall give an Employee as much notice as is practicable and reasonable of approval or disapproval of a request for vacation leave with pay, and in any event not later than ten (10) working days prior to the Employee commencing on vacation leave. In the case of disapproval, alternation or cancellation of such leave, the Employer shall give in writing the reason therefore if the Employee so requests in writing.

**34.8** Where a conflict develops respecting the granting of leave to more than one (1) Employee at the same time seniority shall be the governing factor.

**34.9** Where, in respect of any period of vacation leave, an Employee is granted another type of paid leave, the period of vacation leave so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer or reinstated for use at a later date.

**34.10** When the employment of an Employee is terminated, the Employee or their estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the Employee immediately prior to the termination of their employment.

## **ARTICLE 35 SICK LEAVE WITH PAY AND PERSONAL EMERGENCY LEAVE**

**35.1** For this clause, illness is defined as any mental or physical impairment that temporarily prevents an Employee from performing their duties.

**35.2** An Employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which the Employee earns pay for at least ten (10) days (fifteen (15) days maximum per year).

**35.3** An Employee shall be granted for sick leave with pay for reasons of personal illness, injury, or medical emergency, or illness, injury, medical emergency or urgent matter related to a family member (as defined in Article 40) provided that the Employee has the necessary sick leave credits.

**35.4** If the period of sick leave exceeds five (5) days or if an Employee has used more than ten (10) days; sick leave in any calendar year wholly on the basis of statements signed by them, the Employee shall if requested by the Employer, provide the Employer with a certificate signed by a qualified medical practitioner.

**35.5** When an Employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 33.2, sick leave with pay may, at the discretion of the Employer, be granted to an Employee for a period of up to ten (10) working days,



subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

**35.6** An Employee is not eligible for sick leave with pay during any period in which they are on leave of absence without pay or under suspension.

**35.7** If an Employee becomes ill during a period of vacation leave or compensatory leave the Employee shall be granted sick leave with pay in accordance with Clause 33.2, and their vacation leave or compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

**35.8** All benefits including pension, health and disability benefits of an Employee absent on sick leave shall accumulate during the period of leave. Where an Employee is on long term disability insurance the above benefits shall accumulate for a maximum of twenty-four (24) months of disability insurance.

**35.9** For staff members Employed prior to July 1, 1986, and following a minimum of two years of continuous and satisfactory service, a cash allowance will be made upon termination of employment at the rate of one-third (a) of accumulated sick leave credits up to a maximum of fifty (51) days pay. In the event of the death of such an Employee, the credit would be paid to the Employee's estate.

**35.10** For staff members Employed after July 1, 1986, accumulated sick leave credits will lapse upon termination of employment for any reason.

## **ARTICLE 36 MEDICAL APPOINTMENTS**

**36.1** A two-hour allowance will be given to any Employee to attend medical, dental or other business appointments which cannot conveniently be arranged outside working hours. In the case of an annual medical check-up, the supervisor may extend the time off to four (4) hours. Employees should, when possible, try to arrange appointments at the beginning or end of the work day.

**36.2** Up to half (½) a day of reasonable time off with pay will be granted to pregnant Employees for the purpose of attending routine medical appointments.

**36.3** Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

## **ARTICLE 37 MATERNITY LEAVE**

**37.1.1** Employees who are pregnant and who have been Employed with the Employer for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid maternity leave. An Employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending seventeen (17) weeks after the termination date of pregnancy.

**37.1.2** An Employee shall inform the Employer in writing of their plans for taking leave at least two (2) weeks in advance of the initial date of continuous leave of absence during which pregnancy is expected to occur unless there is a valid reason why the notice cannot be given. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the Employee's physician.

**37.1.3** In the event of complications with the pregnancy or because of the birth, still-birth or miscarriage that occurs earlier than the expected date of delivery of the child, the Employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the maternity leave will begin or has begun.

**37.1.4** The maternity leave of an Employee ends seventeen (17) weeks after the maternity leave began. If the Employee wishes to return to work earlier, the Employee shall provide the Employer with at least four (4) weeks written notice of the date of return.

**37.1.5** Leave granted under this article shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay. Time spent on such leave shall be counted for pay increment purposes.

#### Maternity Allowance

**37.2.1** An Employee giving birth is entitled to a maximum of fifteen (15) weeks paid maternity leave, calculated based on their annual salary to a maximum salary level of sixty thousand dollars (\$60,000).

**37.2.2** To be eligible for maternity allowance, the Employee must be a permanent full-time or permanent part-time Employee and must have worked for SeedChange Canada at least six (6) months before the baby's expected date of birth (the "due date").

**37.2.3** The maternity allowance may be paid out as full salary for 15 weeks during the maternity leave or paid out as a salary top-up to maternity benefits from the Federal Employment Insurance program (EI) or Québec Parental Insurance Plan (QPIP). The Employee should provide the Financial Analyst with two (2) weeks written notice indicating how they wish to receive the paid leave.

**37.2.4** If the Employee has applied for both maternity and parental leave, they can request that the top-up be paid out over the combined periods of leave.

## **ARTICLE 38 PARENTAL LEAVE**

**38.1.1** Employees who have taken a maternity leave and who wish to also take parental leave must commence parental leave immediately when the maternity leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time. Birth mothers who took maternity leave are entitled to take up to sixty-one (61) weeks of parental leave the child has not yet come into the custody, care and control of a parent for the first time.

**38.1.2** An Employee, with the exception of the birth mother as specified in 37.1, who has been in the employ of the Employer for at least thirteen (13) weeks is entitled to take an unpaid parental leave (where applicable) for up to sixty-three (63) consecutive weeks. The parental leave must begin no later than seventy-eight (78) weeks after:

- (a) the date the baby is born, or
- (b) the date the child first came into their care.

**38.1.3** The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

**38.1.4** The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin. In the event that an Employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the Employee must within two (2) weeks of stopping work provide the Employer with written notice of the date the parental leave began. The parental leave begins on the date that the Employee stopped working.

**38.1.5** Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.

**38.1.6** Parental leave ends sixty-three (63) weeks after it began or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.

**38.1.7** Leave granted under this Article shall count for the calculation of "continuous employment" for the purposes of calculating severance pay. Time spent on such leave shall count for increment purposes.

#### Parental Allowance

**38.2.1** Upon the birth or adoption of a child, the non-birth parent Employee is entitled to a maximum of ten (10) weeks parental allowance, calculated based on their annual salary to a maximum salary level of sixty thousand dollars (\$60,000).

**38.2.2** To be eligible for parental allowance, the Employee must be a permanent full time or permanent part time Employee and must have worked for SeedChange Canada at least six (6) months before the child's expected arrival.

38.2.3 The 10 weeks allowance may be paid out as full salary for 10 weeks during the parental leave or paid out as a salary top up to parental benefits from the Federal Employment Insurance program (EI) or Québec Parental Insurance Plan (QPIP). The Employee should provide the Financial Analyst with two (2) weeks written notice indicating how they wish to receive the paid leave.

## **ARTICLE 39**

### **GENERAL PROVISIONS APPLICABLE TO PREGNANCY AND PARENTAL LEAVES**

**39.1** An Employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.

**39.2** An Employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks written notice before the earlier date.

**39.3** Employees are entitled during pregnancy and parental leave to continue participation in pension plans, life insurance plans, accidental death plans, extended health plans and dental plans where applicable. The Employer shall continue to make the Employer's contributions for the prescribed benefit plans unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee's contributions during the leave period.

**39.4** Employees shall be reinstated following return from pregnancy or parental leave in the position that the Employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.

## **ARTICLE 40**

### **BEREAVEMENT LEAVE WITH PAY**

**40.1** For the purposes of this article family is defined as:

- (a) spouse (or common-law partner resident with the Employee or fiancé); or
- (b) children (including ward of the Employee, stepchildren, foster children, in laws (daughter/son-in-law), grandchildren, or children of the spouse or common-law partner); or
- (c) parents (including step-parents, foster parents, grandparents, or in laws (mother/father-in-law); or
- (d) siblings (including step, foster, or in laws); or

- (e) any relative permanently residing in the Employee's household or with whom the Employee permanently resides;
- (f) a person for whom the Employee has legal responsibilities;
- (g) any relative for whom the Employee has a duty of care, irrespective of whether they reside with the Employee;
- (h) a person who stands in the place of a relative for the Employee whether or not there is any degree of consanguinity between such person and the Employee.

**40.2** Where a member of the Employee's family (as defined in article 40.1) dies, they shall be entitled to bereavement leave with pay for a period of up to five (5) business days.

**40.3** It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. In exceptional circumstances and at the discretion of the Executive Director or a delegated representative, bereavement leave with pay may be granted for the death of individuals not listed in Article 38.1, or for a period longer than provided for under this Clause.

**40.4** If during a period of vacation leave, an Employee is bereaved in circumstances under which they would have been eligible for bereavement leave under 40.2 or 40.3, they shall be granted bereavement leave and the Employee's vacation leave credits shall be restored to the extent of any concurrent bereavement leave granted.

## **ARTICLE 41 VOLUNTEER LEAVE**

**41.1** Subject to operational requirements as determined by the Employer, and with advance notice of at least five (5) days, the Employee shall be granted, in each calendar year, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity, upon presentation of proof.

**41.2** The leave will be scheduled at times convenient both to the Employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the Employee may request.

## **ARTICLE 42 PERSONAL LEAVE**

**42.1** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the Employee shall be granted, in each calendar year, three (3) days of leave with pay for reasons of a personal nature.

**42.2** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the Employee shall be granted, in each calendar year, one (1) day of leave with pay on the Employee's birthday or an adjacent working day if the birthday falls on a weekend or holiday.

## **ARTICLE 43 COURT LEAVE**

**43.1** Leave of absence with pay shall be granted to an Employee, other than an Employee on leave of absence without pay, or under suspension, who is required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding held as authorized by law, or before an arbitrator or umpire.

**43.2** Any allowances paid to the juror resulting from the above will accrue to the Employer after authorized expenses incurred by the staff member have been deducted.

## **ARTICLE 44 EXAMINATION LEAVE WITH PAY**

**44.1** At the Employer's discretion, examination leave with pay of up to four (4) hours may be granted to an Employee for the purpose of writing an examination which takes place during the Employee's scheduled hours of work.

## **ARTICLE 45 CAREER DEVELOPMENT LEAVE**

**45.1** At the discretion of the Executive Director and within budgetary constraints, SeedChange Canada will support professional development to its staff through attendance at relevant seminars, workshops and conferences during normal working hours.

**45.2** SeedChange Canada may reimburse Employees for up to 75% of tuition for courses attended and successfully completed during off-working hours. Such courses must be relevant to the career development of the Employee and to the operations of the agency. Employees must inform their Director of their intentions to undertake such studies and obtain agreement in writing to the amount of reimbursement.

**45.3** The Employee shall receive no compensation under Article 24, Overtime, and Article 29, Travelling time, during time spent on career development leave as per this Article.

**45.4** Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

**45.5** Without restricting or entitling the expenses to be incurred per Employee, SeedChange Canada will maintain a total budget of at least \$550.00 per Employee for Professional Development activities as described in the sections 45.1 to 45.4.

## **ARTICLE 46**

### **LEAVE WITHOUT PAY FOR THE COMPASSIONATE CARE OF FAMILY MEMBER**

46.1 Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

46.2 For the purposes of this article family is defined as:

- (a) spouse (or common-law partner resident with the Employee); or
- (b) children (including ward of the Employee, stepchildren, foster children, in laws (daughter/son-in-law), grandchildren, or children of the spouse or common-law partner); or
- (c) parents (including step-parents, foster parents, grandparents, or in laws (mother/father-in-law)); or
- (d) siblings (including step, foster, or in laws); or
- (e) any relative permanently residing in the Employee's household or with whom the Employee permanently resides; or
- (f) any other person for whom an Employee is eligible to take Family Medical Leave under the *Ontario Employment Standards*.

46.3 Subject to clause 46.2, an Employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:

- (a) an Employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be give;
- (b) an Employee shall provide the Employer with a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited to or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

46.4 Leave granted under this article shall be for a minimum period of one (1) week.

46.5 If, during a period of sick leave, vacation leave or compensatory leave, an Employee is advised of circumstances under which they would have been eligible for compassionate care leave without pay under clauses 46.2 and 46.3, the Employee shall be granted compassionate care without pay and their paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

## **ARTICLE 47**

### **LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

**47.1** At the Executive Director's discretion leave with or without pay may be granted for purposes other than those specified in this Agreement. Such leave shall not be unreasonably withheld.

## **ARTICLE 48**

### **INJURY-ON-DUTY LEAVE**

**48.1** SeedChange Canada shall obtain occupational accident insurance for all its Employees and any claims by Employees for injury-on-duty are subject to the terms and conditions contained in the annual policy. Renewal of the policy is subject to approval by the insurance carrier.

**48.2** As part of this policy, a weekly accident indemnity, subject to the maximum amount contained in the policy, will be provided by the insurance carrier to an Employee injured-on-duty who has met the terms and conditions contained in the policy. The maximum period payable for such benefits under the policy is twenty (20) weeks.

## **ARTICLE 49**

### **DOMESTIC OR SEXUAL VIOLENCE LEAVE**

**49.1** Employees are entitled to domestic or sexual violence leave if the Employee or the Employee's child has experienced or been threatened with domestic or sexual violence, and the leave is taken for any of the following purposes:

- (a) To seek medical attention for the Employee or the child of the Employee because of a physical or psychological injury or disability caused by the domestic or sexual violence
- (b) To access services from a victim services organization for the Employee or the child of the Employee



- (c) To have psychological or other professional counselling for the Employee or the child of the Employee
- (d) To move temporarily or permanently
- (e) To seek legal or law enforcement assistance, including making a police report or getting ready for or participating in a family court, civil or criminal trial related to or resulting from the domestic or sexual violence
- (f) Any other necessary activity

An Employee is not entitled to this leave if the Employee committed the domestic or sexual violence.

**49.2** Employees are entitled to 10 days of paid leave and a total of 15 weeks of leave in a calendar year. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. Employees cannot carry over unused domestic or sexual violence leave days to the next calendar year.

**49.3** If an Employee plans to take one or more days from the 10 day period, the Employee must tell the Employer that they will be doing so in advance. If the Employee can't give notice, notice must be given to the Employer as soon as possible after starting the leave. Notice doesn't have to be in writing.

**49.4** If an Employee plans to take one or more weeks or part weeks from the 15-week entitlement, the Employee must tell the Employer that they will be doing so in writing before the leave is taken. If the Employee can't give notice, notice must be given to the Employer in writing as soon as possible after starting the leave.

**49.5** The Employer may require an Employee to provide evidence reasonable in the circumstances that they are eligible to take domestic or sexual violence leave. What will be reasonable in the circumstances will depend on all of the facts of any given situation, such as the duration of the leave, whether there is a pattern of absences, whether any evidence is available, and the cost of the evidence.

**49.6** The Employer will approve any reasonable request from an Employee experience domestic or sexual violence for the following:

- (a) Changes to their working hours
- (b) A change of their telephone number, email address, or call screening to avoid harassing contact; and
- (c) Job redesign, changes to duties or reduced workload

(d) Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.

**49.7** No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing or being threatened with domestic or sexual violence.

**49.8** All personal information concerning domestic or sexual violence will be kept confidential. No information will be kept on an Employee's personnel file without their express written permission.

**49.9** The Alliance may, at its own discretion, choose to implement a Workplace Advocate program. Should it so choose, the Employer will take all reasonable steps to support and resource the work of the Advocate, including informing all Employees of the advocacy role of the Advocate, posting information on how to contact them, and ensuring the Advocate and staff have ability to meet confidentially during working hours.

## **PART V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

### **ARTICLE 50 SALARY**

**50.1** (a) An Employee is entitled to be paid for services rendered at the pay specified in Appendix "B" for the classification of the position to which they are appointed;

(b) Where an Employee is required to perform for a period of three (3) consecutive days or more the duties of a higher paid position than the one held by the Employee, they shall be paid acting pay during that temporary period calculated as if they had been appointed to the higher paid position from the first day.

The higher rate of pay shall be determined by the Employer but in no case shall the increase the Employee is paid be less than their current salary with the understanding that the working period of three (3) days will not be reduced solely because of a paid holiday(s) falling within that period.

**50.2** Employees shall be paid every second Thursday for the period ending the following day. If a pay day should coincide with a designated paid holiday, the Employee shall be paid on the preceding working day.

**50.3** The Employer agrees to continue its current practice of providing Employees with regular statements indicating gross salary, overtime pay, itemized deductions and net pay through the Ceridian Canada Post e-Post system. Where an Employee has been unable to configure the e-Post system for receipt of statements, and on the Employee's request,

the Employer will send such statements to the Employee by regular email within one week of each statement being generated.

**50.4** Where an Employee is promoted to a higher classification level, they shall be paid at the rate of pay nearest the rate of pay that they were receiving immediately before the appointment that gives the Employee an increase in pay that is at least equal to the lowest pay increment for the position to which they are appointed.

## **ARTICLE 51 STATEMENT OF DUTIES AND JOB CLASSIFICATION**

**51.1** Upon written request, an Employee shall be provided, no later than within 15 calendar days, with a current and complete job description defining the duties and responsibilities of their position, including the classification level, and the point rating allotted by factor to their position.

### **Job Description and Classification Review Process**

**51.2** Where an Employee's assigned duties have changed and/or the Employee believes that their current job description is not complete, they may ask their Director for a job description review.

**51.3** On such request, Management shall confirm or revise the job description within 15 working days, in consultation with the Employee.

**51.4** A revised job description shall be submitted to the Employer Classification Review Committee immediately, and assessed within 20 working days.

**51.5** Should the assessment of a revised job description result in a reclassification, such reclassification will be deemed to have taken place as of the date of the request submitted in 49.2.

**51.6** If an Employee is not satisfied with results of the informal process outlined above, they have a right to file a statement of duties and/or classification grievance, following the processes outlined in Article 11 – Grievance Procedure and Article 12 – Arbitration Procedure contained in this Agreement.

**51.7** When the Employer creates a new position, they shall provide the Union with a detailed breakdown of the job evaluation points for the new position. If the Union disagrees with the job evaluation score, the issue may be referred to the grievance article contained in this agreement.

**51.8** Prior to a grievance being filed under 51.6 or 51.7, the issue in dispute will first be submitted to the Employer Classification Review Committee. The Committee will have 30

calendar days to respond to the Employee. If the Employee is not satisfied with the response, or no response is received, they may submit a grievance.

## **ARTICLE 52**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

#### **Employee files**

**52.1** The Employer agrees not to introduce as evidence in the case of promotional opportunities, any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing or within a reasonable period thereafter.

**52.2** The Employer shall ensure that the personnel file of every Employee is kept confidential. No information which is detrimental to an Employee's career (i.e. administrative notes) shall be placed on the Employee's personnel file without their knowledge of the details involved.

**52.3** The Employer shall not disclose to any person or organization any personal information concerning an Employee without the prior written consent of the Employee.

**52.4** Upon written request of an Employee, the personnel file of that Employee may be made available for their examination in the presence of an authorized representative of the Employer.

#### **Work Plans**

**52.5** A work plan outlines an appropriate and realistic set of objectives and activities for a particular period of time. Individual work plans are to be developed with each Employee on a regular basis, normally every six (6) months or annually, depending on the work cycle. Work plans are to be derived from SeedChange's overall planning process, and the plans of the Employee's staff team or Department. Both parties acknowledge the Employee's right and responsibility to participate in the development of their work plan, and the Employer's responsibility to see that work plans are realistic and result in manageable workloads for Employees.

**52.6** Managers are responsible for conducting periodic informal reviews with staff to assess work plans, provide feedback, identify issues, revise objectives, assess workload and make changes as necessary to work plans. When staff request such a review, it shall be undertaken in a timely manner.

#### **Annual Performance Review**

**52.7** A formal performance review of each Employee shall be conducted on an annual basis. The review will be done in reference to the Employee's job description, work plan(s) and skills, and shall assess work effectiveness, provide an opportunity for support and constructive feedback, identify professional development objectives, and agree on plans for enhancing performance and addressing any workload issues.

**52.8** The performance review shall be carried out by the Manager.

**52.9** Prior to an employee performance review the Employee shall be given:

- a) the evaluation form which will be used for the review;
- b) any written document which provides instructions to the person conducting the review.

If during the Employee performance review, either the form or instructions are changed they shall be given to the Employee.

**52.10** The performance review report will be written by the Manager, signed by the Employee and placed on the Employee's file. Employees shall have the right to add comments to the performance review report. Upon request a copy of the report will be provided to them at that time. An Employee's signature on the report will be considered to be an indication only that its contents have been read and shall not indicate the Employee's concurrence with the statements contained in the report.

**52.11** For the purposes of this Agreement, work performance reviews are not considered disciplinary in nature.

## **ARTICLE 53 RESTRICTION OF OUTSIDE EMPLOYMENT**

**53.1** It is agreed by the parties that employment with the Employer is of primary importance. Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, Employees shall not be restricted in engaging in other employment outside the hours that they are required to work for the Employer.

## **ARTICLE 54 HEALTH CARE**

**54.1** The Employer agrees to pay 100% of the cost of the Extended Health Care Plan for the Employee and the Employee's dependants.

**54.2** The Employer agrees to pay 100% of the cost of Life and Accidental Death and Dismemberment Insurance.

**54.3** The Employer agrees to pay 100% of the cost of Long Term Disability premiums for the Employee.

## **PART VI - PART-TIME EMPLOYEES**

### **ARTICLE 55 DEFINITION**

**55.1** Part-time Employee means an Employee whose weekly scheduled hours of work on average are less than those established in Article 24.

### **ARTICLE 56 GENERAL**

**56.1** Unless otherwise specified in this Article, part-time Employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with thirty-five (35). Extended health care and other benefits provided by a third party are subject to the minimum weekly hours of work as stipulated by the third party.

**56.2** Part-time Employees are entitled to overtime compensation in accordance with the overtime definition in Article 25.

**56.3** The days of rest provisions of this Agreement apply only in a week when a part-time Employee has worked five (5) days or thirty-five (35) hours.

### **ARTICLE 57 DESIGNATED HOLIDAYS**

**57.1** A part-time Employee shall be paid for the designated holidays if the part-time Employee has worked at least three (3) days during a work week as described in Article 27, Designated Holidays.

**57.2** A part-time Employee who has worked less than the required three (3) days during a work week shall not be paid for the designated holidays but shall, instead be paid five point three seven per cent 5.37% for all straight-time hours worked.

**57.3** When a part-time Employee is required to work on a day which is prescribed as a designated paid holiday for a full-time Employee as described in Article 27, Designated Holidays, the Employee shall be paid at time and one-half (1 ½) of the straight-time rate of pay for all hours worked up to seven (7) hours and double (2) time thereafter.

## **ARTICLE 58 VACATION LEAVE**

**58.1** A part-time Employee shall earn vacation leave credits for each month in which the Employee receives pay for at least twice (2) the number of hours in the Employee's normal work week, at the rate for years of service established in clause 34.2. Of this Agreement, prorated and calculated as follows:

- (a) when the entitlement is one decimal sixty-seven (1.67) days a month, .333 multiplied by the number of days in the Employee's work week per month;
- (b) when the entitlement is two decimal zero nine (2.09) days a month, .417 multiplied by the number of days in the Employee's work week per month.
- (d) when the entitlement is two decimal five (2.5) days a month, .5 multiplied by the number of days in the Employee's work week per month.

## **ARTICLE 59 SICK LEAVE**

**59.1** A part-time Employee shall earn sick leave credits at the rate of one decimal twenty-five (1.25) days a month, prorated based on the number of hours worked by the Employee during that month.

## **ARTICLE 60 BEREAVEMENT LEAVE**

**60.1** There shall be no prorating of a "day" in Article 40, Bereavement Leave with Pay.

## **ARTICLE 61 SEVERANCE PAY**

**59.1** Notwithstanding the provisions of Clause 16.6 of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment, the benefit should be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

## **PART VII - OTHER**

### **ARTICLE 62 PSAC SOCIAL JUSTICE FUND**

**62.1** The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each Employee in the bargaining unit. Contributions to the Fund will be made annually on the anniversary of the collective agreement, and such contributions remitted to the PSAC National Office.

**62.2** It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the Articles of Continuance of the PSAC Social Justice Fund.

### **ARTICLE 63 TRAVEL EXPENSES**

**63.1** The Union and Employer agree that no Employee should be out of pocket for legitimate travelling expenses for authorized travel on SeedChange Canada business.

**63.2** Wherever possible and practical, travelers shall exercise economy when incurring travel and living expenses. However, rates and conditions of payment and reimbursement shall be sufficient to avoid having travelers experience economic loss as a result of incurring reasonable expenses while travelling on official business. In this sense, travelers shall be afforded travel and accommodation standards which are comfortable, secure, and of good quality, but neither sumptuous nor substandard.

**63.3** The Employer will reimburse all Employees for reasonable expenses incurred while travelling.

**63.4** Expenses shall be claimed by submission of an Employer provided form, including receipts or in exceptional circumstances a signed declaration, within 30 days of the end of the travel period.



**63.5** To ease administrative burden for Employees and the Employer, the Employer shall offer non-accountable per-diem allowances in place of receipted expenses, for Breakfast, Lunch, Dinner (where such meals are not otherwise provided) and Incidentals.

**63.6** Recognizing the multitudes of locales in which staff may be expected to travel, the Employer commits to using the Treasury Board Travel Directive (TBTD) Allowances as an objective standard, and to setting the per-diem rates as a proportion of that standard.

**63.7** Eligibility and regulations regarding the claiming of per-diem allowances shall be in accordance with the standards defined in the TBTD.

**63.8** Employees may choose to claim by per-diem or by receipted expense on a day by day basis during any travel period.

This final edited Collective Agreement signed at Ottawa, Ontario this 5<sup>th</sup> day of December, 2022.

On Behalf of SeedChange Canada

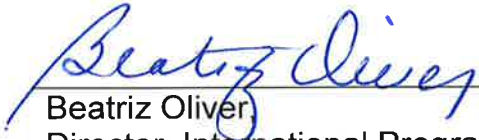
On Behalf of the Public Service  
Alliance of Canada



Leticia (Ama) Deawuo,  
Executive Director



Alex Silas,  
Regional Executive Vice-President,  
NCR



Beatriz Oliver,  
Director, International Programs



Marta Monaghan,  
Negotiating Committee



Denise Paradis,  
Negotiating Committee



Erin Sirett,  
PSAC Negotiator

## **SCHEDULE A VISION AND MISSION STATEMENTS**

**VISION:** An equitable world sustained by just and resilient food systems.

**MISSION:** To build food sovereignty by working with partners to enhance biodiversity, promote ecological agriculture, and counter inequity.

## **SCHEDULE B RATES OF PAY**

May 1<sup>st</sup>, 2021: General Economic Increase of: 2%.

May 1<sup>st</sup>, 2022: General Economic Increase of: 3%

May 1<sup>st</sup>, 2023: General Economic Increase of: 3%

### **Pay Notes**

- a) Employees who are not at the maximum shall progress to the next step in their pay band on the anniversary date of their employment in their pay band except for Employees on strength as of May 1, 2015 who shall progress to the next step in their pay band on May 1, 2016 and every May 1 thereafter unless they move to a higher pay band.
- b) The Employer may place a newly hired Employee on the pay scale at a step other than step 1 based on prior qualifications or experience.
- c) When an Employee is moved to a higher grade on the pay scale by reason of promotion or reclassification, that Employee will be placed at the new grade level with an increase in pay of at least one increment level.

### **Transition Notes**

- 1) Employees who are placed into a classification band whose maximum rate of pay is higher than or equal to their current maximum rate of pay shall be placed at the step in the band which is closest to but not less than their existing rate of pay.
- 2) Employees who are placed into a classification band whose maximum rate of pay is lower than their current maximum rate of pay shall be fully salary protected

(green-circled). For further clarity, this means that their position shall continue to be governed by their previous rates of pay, and shall be subject to negotiated pay increases and progression in their scale, for as long as the incumbent occupies the position.

## **SCHEDULE C SALARY SCHEDULE**

### **Band Definition:**

Band 1 (Union): Administrative and Clerical  
 Band 2 (Union): Program Support  
 Band 3 (Union): Program Management

### **Effective May 1, 2021 (2% wage increase)**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Band 1</b>	39,654.40	42,486.61	45,318.84	48,151.07	50,984.37	53,816.60	56,649.91
<b>Band 2</b>	58,347.72	60,236.24	62,124.74	64,013.26	65,901.76	67,789.20	69,677.71
<b>Band 3</b>	69,677.71	71,283.43	72,888.07	74,492.70	76,098.43	77,703.07	79,307.71

### **Effective May 1, 2022 (3% wage increase)**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Band 1</b>	40,844.03	43,761.21	46,678.41	49,595.60	52,513.90	55,431.10	58,349.41
<b>Band 2</b>	60,098.15	62,043.33	63,988.48	65,933.66	67,878.81	69,822.88	71,768.04
<b>Band 3</b>	71,768.04	73,421.94	75,074.71	76,727.48	78,381.38	80,034.16	81,686.94

### **Effective upon ratification (July 11, 2022)**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Band 1</b>	46,678.41	49,595.60	52,513.90	55,431.10	58,349.41
<b>Band 2</b>	63,988.48	65,933.66	67,878.81	69,822.88	71,768.04
<b>Band 3</b>	75,074.71	76,727.48	78,381.38	80,034.16	81,686.94

### **Transitional measures:**

Employees currently at steps 1 and 2 shall be moved to step 1 in the new pay grid. After this initial movement to the new pay rate, an Employee will continue their progression of steps on the anniversary of their start date as per Pay Note a)

**Effective May 1, 2023 (3% wage increase)**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Band 1</b>	48,078.76	51,083.47	54,089.32	57,094.03	60,099.89
<b>Band 2</b>	65,908.14	67,911.67	69,915.18	71,917.56	73,921.08
<b>Band 3</b>	77,326.95	79,029.31	80,732.82	82,435.19	84,137.55

# Memorandum of Understanding

Between SeedChange

and

Local 70405, Public Service Alliance of Canada

## **Transitional Provisions for New Article - Flexible Work Arrangements**

The parties have agreed to a new article on flexible work arrangements and also agree to the following transitional measures:

1. The Employer shall notify Employees at least sixty (60) calendar days in advance of requiring office-based staff to return to work at the office.
2. The SeedChange Remote Work Policy currently in effect shall remain so until all terms of the new article on flexible work arrangements take effect May 1, 2023.
3. Prior to all terms of the new article on flexible work arrangements taking effect May 1, 2023, the Employer shall make every reasonable effort to fulfill Employees' individual requests for furniture and equipment in order to facilitate their work from home.

DATED AT OTTAWA, this 29 day of June 2022.

**SEEDCHANGE**



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For the Employer

**PUBLIC SERVICE ALLIANCE  
OF CANADA**



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For the Union

# Memorandum of Understanding

Between SeedChange

and

Local 70405, Public Service Alliance of Canada

## **Extended Health and Dental Benefits**

The current benefits plan will be renewed in ~~October 2022~~ March 2023, the parties agree to re-open the agreement to negotiate benefit improvements at that time.

The Employer agrees to get a quotation from OPSEU Jointly Trusteed Benefits Fund (OJTBF) prior to the discussions about benefit improvements.

Any savings generated from a change in benefit providers will be negotiated by the parties and subject to ratification by members of the Union.

DATED AT OTTAWA, this 29 day of June 2022.

**SeedChange**



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For the Employer

**PUBLIC SERVICE ALLIANCE  
OF CANADA**



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For the Union

**Letter of  
Understanding  
Between  
SeedChange  
(Hereinafter referred to as the  
"Employer") and  
The Public Service Alliance of Canada - Local  
70405 (Hereinafter referred to as the "Union")  
RE: Sovereign Seeds**

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the collective agreement, or any other agreements between the parties, or to any similar dispute between the parties.

Whereas, the Employer is entering into a fiscal sponsorship agreement with Sovereign Seeds to establish a legal, financial and operational relationship based on Indigenous sovereignty; and

Whereas, the parties seek to establish terms and conditions of employment for staff of Sovereign Seeds to support this new relationship; and

Whereas, new Employees must soon be hired to work for Sovereign Seeds, and while the parties are in collective bargaining, the parties wish to establish interim terms and conditions of employment for new staff prior to their hiring;

Therefore, the parties agree that in addition to the provisions laid out in their collective agreement, the following interim terms and conditions of employment will apply to Employees working for Sovereign Seeds until such time as the parties negotiate a new collective agreement:

### **1. Hours of Work**

The regular hours of work for full-time Employees shall be twenty-eight (28) hours per week. Employees shall be entitled to the full compensation and benefits of other full-time SeedChange Employees whose hours of work are thirty-five (35) hours per week.

### **2. Overtime**

Accordingly, overtime compensation, in accordance with Article 24 shall be granted for all time worked in excess of twenty-eight (28) hours per week.

### **3. Cultural Leave**

Employees are entitled to seven (7) calendar days of paid leave for cultural purposes.



## **5. Spiritual Leave**

Employees are entitled to seven (7) calendar days of paid leave for spiritual, religious, and/or ceremonial purposes.

## **6. Designated Paid Holidays**

In addition to the designated paid holidays provided for in Article 26, the following days shall be designated paid holidays for Employees:

- (a) National Indigenous Peoples Day (June 21)
- (b) National Day of Awareness of Missing and Murdered Indigenous Women, Girls, Two- Spirit, and Gender-Diverse Relatives (May 5)
- (c) Orange Shirt Day (September 30)
- (d) Spring, summer\*, fall, and winter solstice (dates vary annually)

\*Summer solstice may coincide with National Indigenous Peoples Day and, in this case, just one designated paid holiday is provided.

## **7. Pregnancy and Parental leave**

The Employer shall use language that is gender neutral and inclusive of 2SLGBTQQIAP+ parents and guardians with respect to leaves for pregnancy or becoming parents. This shall include using the term “pregnancy leave” rather than “maternity leave”, using the term “birth parent” rather than “birth mother” and referring to the birth parent as “them” rather than “she”.

## **8. Leave Without Pay for the Compassionate Care of a Family Member**

For the purposes of Article 44, the following members shall also be defined as family:

- (a) fiancé
- (b) a person for whom the Employee has legal responsibilities
- (c) any relative for whom the Employee has a duty of care, irrespective of whether they reside with the Employee
- (d) a person who stands in the place of a relative for the Employee whether or not there is any degree of consanguinity between such person and the Employee

## **9. Classification and Rates of Pay**

The following classifications shall apply:

Pay band 1:	Administrative and Clerical
Pay band 2:	Program Support
Pay band 3:	Program Management

The following rates of pay shall apply:

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Band 1</b>	50000	52000	54000	56000	58000	60000	62000
<b>Band 2</b>	63000	65000	67000	69000	71000	73000	75000
<b>Band 3</b>	75000	77000	79000	81000	83000	85000	87000

The wage increases negotiated in the new collective agreement shall be applied retroactively to these rates of pay.

The parties further agree to amend this letter of agreement as needed during this period of organizational establishment and development of Sovereign Seeds. The parties recognize that existing labour relations structures and systems are colonial in nature and were not designed for Indigenous Employees. The parties further acknowledge the impact on and potential for harm to Sovereign Seeds Employees, its partners, and the communities it serves if the parties do not seek to address the issues brought forth by Employees as they emerge.

The commitments and contributions named in this letter will be sustained should Sovereign Seeds rename in future, provided there be continuity in the initiative's mission to advance Indigenous seed and food sovereignty, and an ongoing commitment on the part of the renamed initiative to uphold the terms and spirit of the fiscal sponsorship agreement signed by both parties.



For the Employer  
Date: June 29, 2022



For the Union  
Date: June 29, 2022