

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Greenpeace Canada**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

**MoveUp, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION,  
LOCAL 378**

**AND:**

**le SYNDICAT DES EMPLOYÉES ET EMPLOYÉS PROFESSIONNELS-LES ET DE BUREAU,  
SECTION LOCALE 574, SEPB CTC-FTQ**

**AND:**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
COPE LOCAL 343**

**(hereinafter referred to as the "Unions")**

**PARTY OF THE SECOND PART**

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Unions ("the Parties") do hereby expressly and mutually agree as follows:

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the current Collective Agreement including all attachments (MOA, LOA, MOU) in force and effect between the Employer and the Unions from January 1, 2019 to December 31, 2022, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.

3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") shall be included in the current successor Collective Agreement between the Parties.
4. All the terms and conditions to be included in the current successor Collective Agreement between the Parties shall be effective from January 1, 2023 to December 31, 2023
5. Upon ratification by both Parties in accordance with this Memorandum, all provisions of Appendix "A" shall come into force and effect and shall be fully retroactive to January 1, 2023.
6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum or release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
7. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during negotiations shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law, except as may be required to interpret any ambiguity associated with this Memorandum.
9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said collective agreement.
10. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.
11. After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised Agreement.



## **Appendix "A"**

1. For the year of 2023, GWI will apply an increase of 2% to all salary bands and steps retroactive to January 1<sup>st</sup>, 2023.
2. Upon expiry of this Memorandum of Agreement, in 2024, salary grid increases will be negotiated as per the collective bargaining process, and all such increases will be paid retroactive to January 1st 2023, and will be payable to all dues paying members of the Unions as of January 1st 2023.
3. The Parties shall re-classify the Information Technologist position to Band 3, this position shall be subject to the usual Job Grading Committee process which may result in further modifications to the Band associated with this position.
4. The current Letter of Agreement regarding the four (4) day work week will remain in effect until a new Collective Agreement is negotiated next year, in 2024.
5. The current Letter of Understanding regarding Pregnancy and Parental Leave shall continue to be in effect until a new Collective Agreement is negotiated next year, in 2024.
6. This Agreement shall be binding and remain in full force for the period from and including January 1st, 2023 to and including December 31st, 2023 and shall continue to be in effect until a new Collective Agreement is negotiated next year, in 2024.
7. Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.