

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**ECOJUSTICE CANADA**

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

**PARTY OF THE FIRST PART**

**AND:**

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

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

**PARTY OF THE SECOND PART**

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("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 Union from December 1<sup>st</sup>, 2018 to November 30<sup>th</sup>, 2021, 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 December 1<sup>st</sup>, 2021 to November 30<sup>th</sup>, 2024.
6. 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 December 1<sup>st</sup>, 2021.
7. 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.


8. 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.
9. 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or the Union, and any related commentary of either Party, arising during shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other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.
10. 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.
11. 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.

**Signed at** Vancouver, **B.C. this** 18th **day of** November, **2021**

**For the Union**

  
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*Jordnao Valenzuela*  
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**For the Employer**

  
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*K. J. Mason*  
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## **APPENDIX "A"**



(Canadian Office and Professional Employees Union, Local 378)

**ECOJUSTICE  
PROPOSALS 2021  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	HK	Housekeeping	

**The Union proposes to make amendments removing all references to gender throughout the agreement, and to change gender pronouns to gender neutral equivalents (he\his she\her to they\them)**

**The Union proposes amending 8.06 (d) and (f) to reflect modern contacting purposes for the recall procedure :**

(d) Notice of recall will be sent by registered mail and email to the last known address and contact details of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have fourteen (14) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. **Agreed to ER's proposal**

[...]

(f) Employees on layoff will keep the Society informed of their current address and contact details for recall. Should an employee change her/his address during the period of layoff, she/he will inform the Society of such change by registered mail or by email.

E&OE

Signed off this 25 day of oct 2021

For the Union

For the Employer







**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-26</b>	<b>Time:</b>
<b>EP#3</b>	<b>GN</b>		

Page 17, Article 3.05	<p><u>Arbitration</u></p> <p>(a) The arbitrator shall proceed as soon as practical to examine the grievance and within thirty (30) calendar days render <del>her/his</del> <b>their</b> judgment and decision, which shall be final and binding on the parties, and upon any employee affected by it.</p>
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E&OE

Signed off this 26th

day of October

2021


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For the Union



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For the Employer



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# ECOJUSTICE PROPOSALS 2021 Employer Proposals (EP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-25</b>	<b>Time:</b> <b>250PM</b>
<b>EP#1</b>		<i>HK</i>	

Page/Affected Article	Amendment	Reason
Cover Page	Update term to “December 1, <b>2021</b> to November 30, <b>2024</b> ”	To reflect accurate term
Page 5, Table of Contents	<u>Add Articles missed from last negotiation:</u> 16.11 - Gender Transition Leave 16.12 – Domestic Violence Leave  <u>Add New:</u> <b>16.13 – Family Responsibility Leave</b>  <b>16.14 – Election Leave</b> <b>16.15 – Other Provincial Leaves</b>	Update to ensure table of contents accurately reflects body of the agreement
Document Footer	Term: December <b>2021</b> to November 30, <b>2024</b>	To reflect accurate term
Page 7, Article 0.01	<u>Date of Effect</u> Update to current term - December 1, <b>2021</b> to November 30, <b>2024</b>	To reflect accurate term
Page 8, Article 1.03	<u>Acquainting New Employees:</u>	

	<p>The Society will inform new employees of their Union membership obligations. The Society will provide Union membership cards and dues deduction forms to new employees for their completion and signing at the time of employee <del>documentation</del> <b>onboarding</b>. The Society will forward the executed documents to the Union as soon as possible, but in any event, within fifteen (15) calendar days of the employee's date of hire. Such forms will be provided to the Society by the Union.</p>	<p>Verbiage correction to reflect term used internally at Ecojustice</p>
<p>Page 9, Article 1.04</p>	<p><u>Assignments of Wage and Employee Information:</u>  In addition to the above the Society will, provide the Union with any current information <b>regarding members of the union</b> on:</p> <ul style="list-style-type: none"> <li>(i) new hires</li> <li>(ii) terminations</li> <li>(iii) promotions</li> <li>(w) demotions</li> <li>(v) salary revisions</li>   <li>(vi) address and name changes</li>   <li>(vii) employees on extended leave of absence</li> <li>(viii) Union agreed acting pay appointments</li> <li>(ix) overtime worked (<u>upon request from the Union</u>)</li> </ul>	<p>Non-member information to remain confidential, unless it violates the terms of the agreement.</p> <p>Providing information on overtime worked is not a current practice and creates an administrative bi-monthly burden.</p>
<p>Page 10, Article 2.01</p>	<p><u>Recognition of Union Executive Board Members, Councillors, Job Stewards:</u>  In the event that an alternative to the Job Steward is assigned by the Union to discuss and, wherever possible, resolve a problem arising out of the Agreement, reasonable notice will be provided in advance by the Union to the Executive Director or the applicable Supervisor and <del>Human Resources</del>. <b>People &amp; Culture</b>.</p>	<p>Change "human resources" to "People &amp; Culture" for this article and all other mentions</p>

		throughout the CA to reflect new name
Page 11, Article 2.03	<p><u>Paid and Unpaid Leave for Job Stewards and Union Officers</u></p> <p>(a) The Union acknowledges that the Union members should continue to perform their regular duties so far as reasonably possible and that so far as possible, all union duties will be carried on outside the regular working hours unless mutually arranged or otherwise herein agreed to. When the presence of a Union Steward is required within regular working hours, and having obtained the employer's prior approval, one (1) union steward may leave <del>his or her</del> <b>their</b> work for a mutually agreeable authorized period of time without loss of pay for time spent during working hours for the duties found in Article 2.02 (a), (b) and (e) and such leave will not be unreasonably denied.</p>	Diversity, equity & inclusion goals
Page 15, Article 3.04	<p><u>General Grievance Procedure: Stage II: A grievance referred by the Union to Stage II will be in writing to the Executive_Director or <b>People &amp; Culture Designate.</b></u></p> <p><b>NEW: The Employer and the Union may, on joint agreement in writing, depart from the foregoing procedure and time limits.</b></p>	<p>Addition of People &amp; Culture role as a designate to respond within the grievance procedure due to professional expertise of the role.</p> <p>To allow for flexibility for both parties</p>
Page 25, Article 7.01	<p><u>Job Postings</u></p> <p>(b) The closing date of any job posting will not expire until the job has been posted for a minimum of five (5) working days. Any applicant will have <del>her/his</del> <b>their</b> job application accepted by the Society, provided it is received by the Society by the closing date.</p>	
Page 27, Article 8.01	<u>Layoff Notification:</u>	

	<p>(a) (ii) In the event that the Employer intends to lay off any employee(s) with seniority for what, in its opinion, it considers to be financial reasons, the Union shall, on written request, be provided with the most recent copy of the Employer's Audited Annual Financial Statements (Balance Sheet and Operating Statement). <b>Where applicable, a copy of the current and/or upcoming financial forecast will be provided.</b></p>	<p>Financial statements are ad hoc and based on the previous year's financial position. During times of rapid change (i.e., COVID), the upcoming forecast can depict a different picture of the current &amp; future financial state.</p>
<p>Page 29, Article 8.06</p>	<p><u>Recall List &amp; Procedure:</u></p> <p>(b) Employees on the recall list will be considered automatic applicants to job vacancies posted in accordance with the provisions of Article 7. New employees will not be hired until employees on the recall list, who have the prerequisite education and experience or equivalent to perform the job, are recalled in their order of seniority and in the following order:</p> <p>(c) ..... When an employee's salary on recall is higher than the salary that would apply had the employee posted into the recalled position, <del>her/his</del> <b>their</b> previous salary shall be red-circled.....</p>	<p>Layoffs may result in a new org design that requires posting very different roles than pre-layoff roles.</p>

	<p>(d) Notice of recall will be sent <b>by email to the account provided by the employee on their electronic record. If there is no reply after fourteen (14) days, a notice will be sent via</b> registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have fourteen (14) calendar days <b>from the email date</b> or the date the letter is registered (<b>where applicable</b>) in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.</p> <p>(e) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which <del>she/he was</del> <b>they were</b> laid off shall be terminated by the society.</p> <p>(f) Employees on layoff will keep the Society informed of their current address for recall. Should an employee change <del>her/his</del> <b>their</b> address during the period of layoff, <del>she/he</del> <b>they</b> will inform the Society of such change by <del>registered mail</del> <b>email</b>.</p>	
Page 35, Article 12.05	<p><u>Vacation Scheduling</u>  ..... In the event that an employee is called out to work during <del>her/his</del> <b>their</b> scheduled vacation they will receive another days vacation as well as an additional days pay for the call-out.</p>	Diversity, equity & inclusion goals.
Page 40, Article 16.02	<u>Jury Duty</u> and Court Leave	Heading is more reflective of description.



	<p>When an employee, other than employees on Leave of Absence without pay, is summoned to Jury Duty, subpoenaed as a witness, or representing the Society in <del>her/his</del> <b>their</b> official capacity, Leave of Absence with pay will be granted provided such court action is not occasioned by the employee's private affairs and provided further that the employee presents to the Employer proper evidence of the process which requires <del>her/his</del> <b>their</b> presence in court and pays over to the Employer any amounts received as a juror or witness. Where court action is occasioned by the employee's private affairs or in the case of civil trials, Leave of Absence without pay will be granted.</p>	<p>Diversity, equity &amp; inclusion goals</p>
<p>Page 44, Article 16.12</p>	<p><u>Domestic Violence Leave</u></p> <p>The Society recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.</p> <p><del>Workers</del> <b>Employees</b> experiencing domestic violence will be able to access <b>fourteen</b> (14) days of paid leave for attendance of medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlement and may <b>be</b> taken as consecutive or single days; or as half days with notice but without approval <b>from their Supervisor of designate.</b></p>	<p><b>Add to Table of contents</b></p> <p>Remove underline, clean up of wording only</p>

		Clean up of wording only
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E&OE

Signed off this 25 day of Oct 2021

For the Union



For the Employer





**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-26</b>	<b>Time:</b>
<b>EP</b>	<b>16.04, 16.05</b>	<i>Pregnancy &amp; Parental Leave</i>	

<p>Page 41, Article 16.04</p>	<p><u>Pregnancy and Parental Leave</u>  The Society will respect an employee's privacy while on pregnancy and parental leave. An employee desiring to return to work following pregnancy and/or parental leave shall notify the Society at least four (4) weeks prior to the desired date of return. On return from the pregnancy and/or parental leave, the employee will be reinstated in <del>her/his</del> <b>their</b> former position (provided that position continues to exist) and receive the same salary and benefits as received prior to such leave including any general salary increases and benefit changes which occurred during the period that the employee was on pregnancy and/or parental leave.</p> <p>If the Employees former position no longer exists, the employee shall be placed in a comparable position and the employee shall be paid <del>her/his</del> <b>their</b> former rate plus (+) all negotiated increases that occurred during the period of the leave. If that rate is higher than the maximum for the comparable position such higher rate will be "red circled" that is to say the employee shall not receive any negotiated increases until such time as such red-circled rate equals the standard negotiated rate for the comparable position, after which the standard negotiated rate for the comparable position shall apply.</p> <p>The employee shall endeavour to provide the Employer with a minimum of eight (8) weeks' notice prior to commencement of Pregnancy or Parental Leave, in order to enable the Employer to identify a suitable replacement, but in no event less than <del>two (2)</del> <b>four (4)</b> weeks' notice. An employee who is an adoptive parent shall advise the Employer, as far in advance as possible, of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of a pending adoption.</p> <p><b>Foster placement of a child may be eligible for parental leave and will be reviewed on a case-by-case basis.</b></p>
<p>Page 41, Article 16.05</p>	<p><u>Parental / Pregnancy Leave Top Up</u></p>

	<p>(a) A birth <del>mother</del> parent or <b>adoptive parent</b> who is taking <del>Pregnancy</del> Leave for the birth or <b>adoption</b> of <del>her</del> <b>their</b> child without applying for, qualifying for or accepting EI benefits, shall receive <del>two</del> <b>one (1)</b> weeks' leave with full pay at the time of the birth. <b>An employee who gives birth and who is not taking pregnancy leave for the birth in the same circumstances as above, shall receive an additional week's pay.</b></p> <p>(b) An employee shall be eligible for up to seventy-eight (78) consecutive weeks combined parental and pregnancy, to be taken in accordance with the provisions of the Employment Standards Act of BC. <b>seventy-six (76) weeks may be eligible for EI benefits; fifteen (15) weeks for pregnancy (maternity) benefits and up to thirty-five (35) weeks of standard or sixty-one (61) weeks of extended parental benefits.</b></p> <p>(c) A top-up benefit shall be paid to employees qualifying for <del>this benefit and for</del> Government Employment Insurance (EI) Pregnancy or Parental Leave benefits. Proof of the amount of the EI Pregnancy or Parental Leave benefit may be required by the Employer.</p> <p>During the initial one-week waiting period, the top-up will be equivalent to one full weeks' net pay. "Weekly net pay" for the purpose of this benefit, means  annual salary divided by 52 weeks minus employee statutory deductions. Once EI benefits have commenced, the top-up benefit will be equivalent to two hundred dollars (\$200) per week, so long as the top-up meets the requirements set out by Service Canada. The two requirements for the top-up benefit are: 1) that the payment added to the employee's weekly EI benefits do not exceed 100% of the  gross salary; and 2) that the payment is not used to reduce other accumulated employment benefits such as banked sick leave, vacation leave credits, or severance pay. The top-up benefit will be paid through the duration of the EI benefit period. Should employees opt for <del>78</del> <b>seventy-six (76)</b> week pregnancy and parental leave, the employee has the option of pro-rating the \$200 top up for 52 weeks over the <del>78</del> <b>seventy-six (76)</b> week period.</p>
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E&OE  
Signed off this 18th day of November 2021

For the Union 

For the Employer 







**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: 2021-10-25</b>	<b>Time: 250PM</b>
<b>EP#2</b>	<b>HK</b>		

Page/Affected Article	Amendment	Reason
Page 13, Article 2.04	<p><u>Full Time Union Leave</u></p> <p>(a) Union Leave Employees elected or appointed to full time Union positions will be granted leave of absence, without pay, on request by providing the employer with 2 weeks</p> <p>notice. Time spent with the Union will be considered as service with the Society and the employee will continue to accrue seniority with the Society during such period. Employees on such leave will, at their option, continue to participate in all Society welfare plans, provided the Union reimburses the Society on a monthly basis for the cost of such premiums. Employees on leave to work for the Union, on application to the Society, will be re-employed by the Society at a job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would</p> <p>have attained in <del>her/his</del> <b>their</b> classification, assuming <del>she/he</del> <b>they</b> had never left the employment of the Society</p>	Diversity, equity & inclusion goals

Page 13, Article 2.08	<p><u>New Employee Union Orientation</u></p> <p>A new employee will be provided with a copy of the Collective Agreement; and will be introduced to her/his <del>her/his</del> <b>their</b> job steward as part of her/his <del>her/his</del> <b>their</b> orientation to the Society</p>	Diversity, equity & inclusion goals
Page 15, Article 3.04 (Cont'd)	<p>If a matter arises, that might become a grievance, the affected employee will, if appropriate, endeavour to resolve the matter informally with her/his <del>her/his</del> <b>their</b> immediate supervisor. If the matter is not resolved to the employee's, and/or the Union's satisfaction, the employee, or the Job steward, may file a formal grievance under Stage I of the grievance procedure.</p>	Correction per diversity, equity & inclusion goals
	<p><b>Stage I</b></p> <p>If a dispute cannot be informally resolved (as above), a grievance, shall be submitted to the applicable <del>exempt Manager</del> <u>Department Director or Designate</u> by the Job Steward on behalf of the employee, to the Employer, in writing, with a copy to the Union not later than thirty (30) calendar days from the date the employee was advised of the event leading to the grievance</p>	<p>To read "Department Director or Designate"</p> 
Page 15, Article 3.04 (Cont'd)	<p>Within seven (7) calendar days of receipt of such Stage I grievance, the <del>Manager</del> <u>Department Director</u> or her/his <del>her/his</del> <b>their</b> designate will discuss the grievance jointly with the Job Steward and <del>her/his</del> <u>Department Director</u> employee. The Manager, or her/his <del>her/his</del> <b>their</b> designate, will render a decision in writing to the Job Steward with a copy to the employee, the Union, and the Executive Director, within</p>	
Page 17, Article 3.06	<p><u>Attendance of Grievor at Grievance Meetings</u></p> <p>The aggrieved employee may be present at any or all steps of the grievance and arbitration procedure if she/he <del>she/he</del> <b>they</b> desires. Grievance meetings will be held at mutually agreeable times and the aggrieved employees shall be paid her/his <del>her/his</del> <b>their</b> normal straight time wages while attending grievance meetings with the Employer.</p>	Update to align with inclusion and equity goals

<p>Page 19, Article 4.03</p>	<p>( e ) For the purposes of 4.01 and 4.03(a) above, seniority and service shall be deemed to be preserved in situations where an employee, who has terminated <del>her/his</del> <b>their</b> employment, is offered, and starts, a new job with the Society within sixty (60) calendar days of <del>her/his</del> <b>their</b> last day of employment.</p>	
<p>Page 20, Article 5.06</p>	<p><u>Personnel Files and Performance Assessments:</u></p> <p>(a) <u>Personnel Files</u></p> <p>iii (a) An employee may make entries into <del>her/his</del> <b>their</b> personnel file for any reason. A copy of any such entry shall be provided to the employee's manager at the time of filing.</p> <p>(ii) (b) Employee Access to Personnel Files and Ancillary File Employment Information: An employee shall have the right to review information pertaining to <del>her/him</del> <b>them</b> from <del>her/his</del> <b>their</b> personnel or ancillary files at any time, upon reasonable notice. An employee may request, and shall receive a copy of, any employment record or document, pertaining to <del>her/him</del> <b>them</b>, which is contained in <del>her/his</del> <b>their</b> employment files.</p> <p><u>(c) Union Access to Employee Information</u></p> <p>The Union will have the same right of access to employment information as the employee, as set out in the preceding clause, providing the employee gives <del>her/his</del> <b>their</b> authorization to the Society in writing. The authorization will not give repeated right of access to the Union unless the employee so stipulates.</p> <p><u>(d) Purging Personnel or Ancillary Files</u></p> <p>An employee may request the removal and destruction, or amendment, of any document in the personnel or ancillary files which <b>they she/he</b> feels is irrelevant to <del>her/his</del> <b>their</b> employment, or which would be prejudicial to the employee in an employment decision. Such request will not be unreasonably denied.</p>	<p>Update to align with inclusion and equity goals</p> <p>Update to align with inclusion and equity goals</p>







	<p>A permanent employee who accepts a lower level position under this Article shall have the right to reinstatement of <del>her/his</del> <b>their</b> former position, or one substantially derived from it, if such becomes available within one (1) year from the date of accepting the lower level position. The job, in such instances, will not be posted and the employee shall receive the salary for the position into which <del>she/he is</del> <b>they are</b> reinstated.</p>	<p>Diversity, equity &amp; inclusion goals</p>
<p>Page 31, Article 10.04</p>	<p><u>Pay on Performing Higher Graded Job Duties:</u>  An employee who performs a substantial portion or all of a higher graded job on a permanent continuing basis, daily or weekly, shall have the duties and responsibilities reflected in <del>her/his</del> <b>their</b> pay.</p>	<p>Diversity, equity &amp; inclusion goals.</p>
<p>Page 31, Article 10.05</p>	<p><u>Pay on Transfer to a Lower Level Job for Health Reasons</u>  An employee who transfers to a lower paid job by way of an accommodation of a permanent disability shall not suffer any reduction in pay and the employee's salary will be red-circled.  That employee shall not receive any negotiated increases until such time as <del>her/his</del> <b>their</b> red-circled rate equals the standard negotiated rate for the accommodation position after which the standard negotiated rate for the accommodation position shall apply.  The provision of the LTD plan regarding the Rehabilitation Incentive shall apply when an employee returns to work at a lower paying job and/or at fewer hours in accordance with a</p>	<p>Diversity, equity &amp; inclusion goals.</p>

rehabilitation (graduated return to work)-program. (For descriptive purposes only, the employee shall receive remuneration for so working provided that fifty percent (50%) of such earnings, plus (+) the employee's LTD benefits and plus (+) monies available from other sources (offsets, etc.), when combined, do not result in the employee receiving more than one hundred percent (100%) of the income ~~she/he~~ **they** would have earned had ~~she/he~~ **they** not been disabled. If this 100% maximum from all sources would be exceeded, the employee's earnings from so working

shall be reduced so that this 100% maximum is not exceeded). The above description notwithstanding, the LTD carrier's Plan shall apply in all respects and if there is a dispute between this Article (10.05) and the LTD plan, the LTD plan shall apply and take precedence.

Diversity, equity & inclusion goals.

Page 31, Article 10.07

New Jobs and Pay for Acting Appointments:

(a) An employee who is temporarily appointed to a higher paid position in an acting capacity will have ~~her/his~~ **their** salary adjusted to the pay for the higher level position. Such adjustments will not apply for appointments of five (5) days or less.



	<p>(b) Except for vacation that may be carried-over as above, each employee's entire vacation entitlement must be taken as time off in the calendar year in which it is earned. In order to ensure that outcome for employees who have taken all of their vacation as time off by August 31st of any year or for those who have not scheduled all of their vacation to be taken by December 31st of any year, the Employer reserves the right to require any such employee to take the balance of <del>her/his</del> <b>their</b> vacation as time off in the September 1st to December 31st period of each year and, if necessary, the Employer reserves the right to designate the actual days that any such employee will be off on vacation during that period.</p>	<p>Diversity, equity &amp; inclusion goals.</p>
	<p><u>Long Service or Sabbatical Leave</u></p> <p>(a) The employee must be a permanent employee who is actively employed at the time <del>her/his</del> <b>their</b> long service leave is to commence, and it may not be combined with any other unpaid leave provisions.</p> <p>(b) The employee must have served not less than one (1) year of continuous active employment in <del>her/his</del> <b>their</b> present job classification immediately prior to the requested leave, and have achieved at least satisfactory performance.</p> <p>(c) (The employee will make <del>her/his</del> <b>their</b> leave request known to <del>her/his</del> <b>their</b> manager, in writing, not less than ten (10) weeks prior to the anticipated commencement date.</p>	<p>Diversity, equity &amp; inclusion goals</p>

(d) Ecojustice may keep the resultant job vacancy unfilled; or temporarily appoint an employee to the position in an acting capacity; or assign an employee temporarily altered job duties; or fill the job vacancy on a fixed-term basis.

Diversity, equity & inclusion goals

(e) The employee will be paid out for all earned vacation and time in lieu entitlements at the commencement of ~~her/his~~ **their** long service leave **at the employee's request**, and will commence accrual for such leave entitlements upon reinstatement.

(f) The employee will be entitled to continued **eligible** coverage of their group health benefits during the period of long service leave, provided the employee does not obtain similar coverage through any other means, and subject to ~~the~~ Ecojustice being reimbursed the full costs of such benefits on a month-to-month basis in advance. The employee will not be entitled to paid ~~sick leave~~ **care days** or long-term disability from the commencement of ~~her/his~~ **their** long service leave until ~~she/he~~ **they** returns to active employment.

(g) Should an employee choose not to maintain their group health benefits coverage for the whole or part of their leave, the coverage will not be reinstated until ~~he/she~~ **they** returns from said leave.

Diversity, equity & inclusion goals

(h) An employee will not be entitled to accrue vacation or ~~sick leave~~ **care days** during their long-service or sabbatical leave; and will not be entitled to RSP matching, transportation incentive or other benefits and allowances for the duration of their leave.

	<p>(i) An employee who is granted long service and sabbatical leave will be reinstated in their former position upon return from said leave.</p> <p>(j) An employee who is on long service leave will be deemed terminated if <del>she/he</del> <b>they</b>: (i) fails to return to work at the completion of <del>her/his</del> <b>their</b> long service leave; or (ii) undertakes employment in a vocation similar to that in which <del>she/he</del> <b>they were</b> was engaged with the Society, or becomes involved in a business interest which would pose a conflict of interest with <del>her/his</del> <b>their</b> employment with the Society.</p> <p>(k) An employee who returns to work at the completion of <del>her/his</del> <b>their</b> long service leave will not be eligible to request another such leave until <del>she/he</del> <b>they</b> <del>has</del> <b>have</b> completed a further five (5) years' service.</p>	
Page 45, Article 18.02	<p><u>Training &amp; Conferences with Pay</u></p> <p>An employee who, during <del>his or her</del> <b>their</b> normal working hours, attends at any approved training courses and/or conferences related to the Employer shall continue to receive <del>his or her</del> <b>their</b> regular straight-time wages, provided the employee's attendance at such course or conference has been pre-approved by the Executive Director, or designate, at <del>her/his</del> <b>their</b> discretion.</p>	Diversity, equity & inclusion goals
Page 50, Article 25.01	<u>Indemnity</u>	



a) The Society agrees not to seek indemnity against an employee whose actions results in a judgment against the Society. The Society agrees to pay any judgment against an employee arising out of the performance of ~~her/his~~ **their** duties. The Society also agrees to pay legal costs incurred in the proceedings, including those of the employee.

b) The Society shall provide either for the retaining of legal representation of its choice for the employee or pay the reasonable legal fees of counsel retained by the employee, in the defence of any legal proceedings initiated by a person other than an employee involving the employee which arises as a consequence of ~~her/his~~ **their** employment with the Society. The Society shall decide which form of legal representation they will provide for the employee and notify the employee as soon as possible. The Society shall have full authority in the conduct of the action including the right to settle the claim of the plaintiff at any time in the manner it deems advisable.

c) (a) and (b) above will only apply in circumstances where the employee was acting in good faith in the proper (non-negligent) performance of ~~her/his~~ **their** regular job duties and there was no criminal intent involved.

d) In order that the provisions in (a) and (b) above shall be binding upon the Society, the employee shall notify the Society immediately, in writing, of any incident or course of events which may lead to legal action against ~~her/him~~ **them** or the Society, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

DEI goals

I. When the employee is first approached by any person or organization notifying ~~her/him~~ **them** of intended legal action against ~~her/him~~ **them** or the Society.

II. When the employee ~~herself/himself~~ **themselves** requires or retains legal counsel in regard to the incident or course of events.

III. Where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee or the Society.

IV. When information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that ~~she/he~~ **they** or the Society might be the object of legal action; or

Page 50, Article 25.01  
(Cont'd)

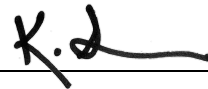
E&OE

Signed off this 18th day of November 2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ECOJUSTICE  
PROPOSALS 2021  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	2.14	Amend	

**2.14 Right to Have Job Steward Present**

An employee shall have the right to have a job steward present at any discussion with management personnel where discipline is to be taken (~~not informal verbal warnings~~); or where the Employer is investigating a disciplinary matter which may lead to formal discipline. Where a manager meets with an employee with the specific intent to investigate matters that may lead to discipline, or to administer discipline, the manager shall notify the employee in advance of that meeting, in order that the employee may have a job steward present.

Where the foregoing pertains to a job steward, a union representative may be present.

E&OE

Signed off this 25 day of oct 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ECOJUSTICE  
PROPOSALS 2021  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	4.05/15.04	Amend	

**In consideration of potential claims of discriminatory practices by varying seniority and service entitlements\accrual during leaves of absences related to protected grounds of the B.C Human Rights Code, the Union proposes the following amendments :**

**4.05 Seniority Accrual While on Leave**

Periods of illness or injury, vacation, trial period in a position outside the bargaining unit, or approved leave of absence, will not constitute a break in continuous service, provided membership is maintained in the Union. Employees will not accrue service for purposes of earning vacation when they are off laid off, and on the recall list, for longer than three (3) months, ~~when they are on unpaid leave of absence for longer than three (3) months (except pregnancy & parental leave), when they are off on unpaid leave as a result of illness for longer than six (6) months, or when they are off on an approved workers compensation claim for longer than one (1) year.~~

**AND**

**15.04 Coverage While on Other Leave**

Employees who are off work on Long Term disability (LTD) or while on Workers' Compensation wage loss benefits, will continue to receive coverage under the Group Benefit Plan set out in this Article at no cost to the employee for up to six (6) months **one (1) year** or such longer period as the Employer deems appropriate in the circumstances on a case by case basis.

E&OE  
Signed off this 25 day of October 2021

For the Union 

For the Employer 




**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-26</b>	<b>Time:</b>
<b>EP#4</b>	<b>5.01</b>		

Page 19, Article 5.01	<p><u>Notice of Appointment Employment Agreement to New Employees:</u></p> <p>All new employees will receive an <del>notice of appointment</del> <b>offer letter</b> setting out the date of hire, job title, salary, and employment status in accordance with this Agreement. If status is that of a full or part-time temporary employee, this notice shall also indicate the <del>the nature of the project, and</del> expected duration of employment.</p>
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E&OE  
Signed off this 26th day of October 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**ECOJUSTICE  
PROPOSALS 2021  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
EP10\ UP#6	5.03	Delete	

**5.03 Competency Related Inadequacies**

In situations where it can be demonstrated that a permanent employee is failing to meet the performance expectations of ~~her/his~~ their job due to competency-related inadequacies, on a non-culpable basis, the following provisions will apply:

- (a) the Society will provide a written notice to the employee, with a copy to the Union, outlining the inadequacies.
- (b) the supervisor and the employee will work together, for a period of ~~not less than three (3) months~~ a minimum of six (6) months, in an endeavour to raise the employee's performance to an acceptable level of competency.
- (c) the employee will be apprised of ~~her/his~~ their progress during the aforementioned period at intervals of not less than one (1) month.
- (d) the Employer and Employee will assess and determine if additional training is required, which the Employer will provide

The period devoted to performance improvement will not be less than ~~three (3) months~~ six (6) months, unless otherwise agreed by the parties, and may be extended by mutual agreement of the parties. If the employee proves unable to achieve acceptable performance as a result of the above procedure, the employee may be terminated in the absence of extraordinary extenuating circumstances and in accordance with Human Rights legislation. However, the intention of the above procedure is to provide affected employees with the training, direction and opportunity to correct competency related inadequacies and remain employed at Ecojustice.

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PROPOSALS 2021  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	6.01	Amend	

**(e) Casuals**

An employee hired on an as-and-when required basis. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee’s accumulated service since the last date of hire with the Employer in the same or related job. The employee will not be entitled to any benefits provided in this Agreement and will be paid vacation pay, statutory holiday pay and other statutory requirements in accordance with the provisions of the Employment Standards Act, **as well as 6% of gross pay in lieu of benefits.**

E&OE

Signed off this 25 day of oct 2021

For the Union

For the Employer





# ECOJUSTICE PROPOSALS 2021

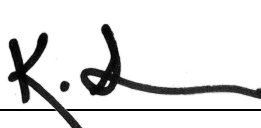
## Employer Proposals (EP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> 2021-10-26	<b>Time:</b>
<b>EP#5</b>	<b>6.01</b>		

Page 22, Article 6.01 (cont'd)	<p>period of employment (i.e. an <del>employment</del> <b>employment</b> period with a starting date and an ending date that is established by Ecojustice and is no greater than 18 months.</p> <p>These terms of 18 months may not be extended without prior agreement between the Union and the Society. The following are examples of fixed-term employees:</p> <ul style="list-style-type: none"> <li>- Employees hired to replace permanent Employees who are absent due to sick leave, pregnancy or parental leave, or other approved leaves of absence;</li> <li>- Employees hired to fulfill special funding requirements;</li> <li>- <del>Work experience students</del> <b>Co-operative education or other students except as excluded in Article 6.03 (a)</b> or:</li> <li>- Employees hired for special projects or to cover peak work load conditions.</li> </ul>
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E&OE  
Signed off this 26th day of October 2021

For the Union 

For the Employer 





**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-26</b>	<b>Time:</b>
<b>EP#6</b>	<b>7.01</b>		

Page 25, Article 7.01	<p>(c) The job posting shall contain all relevant job information including job title, work location, required knowledge, skills and abilities, or equivalent, salary, special conditions, status (full-time or part-time, etc.), <del>and the closing date of the competition.</del> Should any of these conditions change after the job is posted, modifications will be issued and attached to the posting <del>with the closing date amended</del> consistent with the minimum five (5) day posting requirement.</p> <p><b><u>h) (NEW) When the same position is vacant again within 2-months from the date the position was filled, and no internal applicants applied to the original posting, the Parties may mutually agree to waive the minimum five day (5) interal posting requirement.</u></b> internal<sup>↙</sup></p>
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E&OE  
Signed off this 26th day of October 2021

For the Union

For the Employer

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K.d

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(Canadian Office and Professional Employees Union, Local 378)

**ECOJUSTICE  
PROPOSALS 2021  
Union Proposals (UP Item)**


Union			
Number	Affected Article/MOU	Date:	Time:
UP#9	8.06 (d), (e) & (f)	Amend	

**8.06 Recall List and Procedure**

- (a) Employees on layoff shall be placed on a recall list for twenty four (24) months.
- (b) Employees on the recall list will be considered automatic applicants to job vacancies posted in accordance with the provisions of Article 7. New employees will not be hired until employees on the recall list, who have the prerequisite education and experience or equivalent to perform the job, are recalled in their order of seniority and in the following order:
  - (i) recall will first be offered to employees on the recall list who have the necessary skills and abilities, and qualifications (or equivalency), to perform the job in question. Should eligible employees decline recall, recall will be offered to the next employee on the recall list with the necessary skills and abilities, and qualifications (or equivalency).
  - (ii) should there be no employee on the recall list eligible for recall under i) above, the Society may hire from outside the bargaining unit.
  - (iii) new in-house work (that is normally performed by bargaining unit employees) will not be contracted until employees on the recall list from the affected department, who have the necessary skills and abilities, and qualifications (or equivalency) to perform the job, are recalled in their order of seniority.
- (c) Employees who are recalled will be given a salary on rehire which is not less than the salary they would have received assuming they had not been laid off except that such salary will not be below the minimum or above the maximum of the salary range.

E&OE  
Signed off this 25 day of October 2021

For the Union 

For the Employer 

When an employee's salary on recall is higher than the salary that would apply had the employee posted into the recalled position, her/his previous salary shall be red-circled. That is to say the employee shall not receive any negotiated increases until such time as such red-circled rate equals the standard negotiated rate for the recalled position, after which the standard negotiated rate for that position shall apply.

(d) Notice of recall will be sent by registered mail and email to the last known address and contact details of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have fourteen (14) calendar days from the date the letter is registered and email is sent in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.

(e) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which she/he was laid off shall be terminated by the Society.

(f) Employees on layoff will keep the Society informed of their current address and contact details for recall. Should an employee change her/his address during the period of layoff, she/he will inform the Society of such change by registered mail or by email.

**Propose to adopt ER changes**



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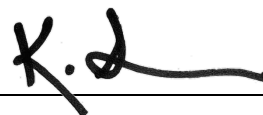
E&OE

Signed off this 25 day of Oct 2021

For the Union



For the Employer





**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> 2021-10-26	<b>Time:</b>
<b>EP#7</b>	<b>10.06</b>		

Page 31, Article 10.06	<p><u>Pay on Temporary Performance of Lower Grade Work:</u></p> <p>An employee who temporarily performs lower graded work shall not suffer any loss of earnings. <u>This shall not apply when an employee requests to conduct lower grade work for reasons unrelated to a medical accommodation.</u></p>
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E&OE  
Signed off this 26th \_\_\_\_\_ day of October \_\_\_\_\_ 2021

For the Union 

For the Employer 





**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-26</b>	<b>Time:</b>
<b>EP#8</b>	<b>10.07</b>		

Page 31, Article 10.07	(c) Where a new bargaining unit classification is introduced during the life of this Agreement, or an existing bargaining unit classification is permanently altered by the addition of qualitatively higher level duties that are beyond the scope of the duties previously performed, the parties will meet to negotiate an appropriate wage. <b>Agreement shall be documented as a Letter of Understanding.</b>
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E&OE  
Signed off this 26th day of October 2021

For the Union 

For the Employer 






**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-26</b>	<b>Time:</b>
<b>EP#9</b>	<b>11.01</b>		

<p>Page 32, Article 11.01</p>	<p><u>Workweek and Breaks</u></p> <p>c) Flexible work hours and varied starting times may be arranged on an individual basis with the prior approval of <del>the Executive Director</del> or the applicable Supervisor or designates. <b>Requests for flexible work hours must be documented and approved on a written agreement and submitted to the Director of People of &amp; Culture or Designate. The agreement shall be considered in conjunction with Articles 11.03 and 11.05. Flexible work hours will be subject to the requirement to include core hours to facilitate interaction with peers in different time zones.</b></p>
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E&OE  
Signed off this 26 day of October 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**ECOJUSTICE  
PROPOSALS 2021  
Union Proposals (UP Item)**

Union				
Number	Affected Article/MOU	Date:		Time:
UP#11 EP	11.08		Amend	

**The Parties agree to remove Article 17.01 and renumber accordingly, moving the corresponding language to 11.09 as amended :**

**11.07 Inclement Weather**

Where the employee cannot travel to work because of inclement weather that shuts down the public transit system, or where the Employer sends the employee home because of the inclement weather, there shall be no loss of pay.

All employees are encouraged and expected to work remotely during severe inclement weather (such as where public transportation is unavailable). Where the Employer sends the employee home because of severe inclement weather (such as anticipating unavailability of public transportation), there shall be no loss of pay.

**11.08 Working from Home (Telecommuting) Hybrid Work Arrangements**

Both parties recognize that working from home is sometimes beneficial when one is trying to work uninterrupted for a length of time and to ease the burden of commuting. Both parties also recognize that some in-person interaction is important in order to maintain a positive work environment and create connections. To promote this, at least working two (2) days in the office per week as designated may be required. Other work arrangement can be request and, to ensure equity, must be approved when some employees are at home, additional stress is placed on those who remain in the office. Employees who wish to work at home during normal working hours must receive approval from the Executive Director or the applicable Supervisor or designates and the Director of People & Culture or designate with advance notice. Requests will not be unreasonably denied. The type of work to be performed must be clearly identified, and the employee- Employees must be available during normal office core hours for phone calls.

All medical accommodation requests will be reviewed and approved in consultation with the Director of People & Culture or designate. Such accommodations must be accompanied by medical documentation and will not be unreasonably denied.

**11.09 Hybrid Work Transportation Subsidy**

Recognizing the value of some in-office interaction among employees, and that choosing to not take one's vehicle to work is one of the most significant things that an individual can do to protect our environment, the Employer shall pay to permanent full-time

employees and fixed-term full-time employees who commute to and from work by public transit, cycling or walking, a hybrid work transportation subsidy as follows:

- (i) All employees who work the hybrid model of two (2) days in the office per week, or more than two (2) days in the office per week, will be eligible to receive a \$125 monthly hybrid work transportation subsidy.
- (ii) Employees who are authorized to work a Fully Remote or Semi-Hybrid (1 day in-office) arrangement will not be eligible for a hybrid work transportation subsidy. Where on occasion the employer requires employees to work in the office, the employee will be eligible to receive a hybrid work transportation subsidy of \$15 daily to a maximum of \$125 monthly.
- (iii) If an employee is in an Essential Role that requires them to be four (4) or more days in the office per week, they will be eligible to receive a monthly hybrid work transportation subsidy equivalent to reimbursement of a monthly 3- zone transit pass with proof of purchase, or \$125, whichever is greater. Essential roles are determined by an Employee's immediate Supervisor or designate.
- (iv) Where the employer grants an exception to an employee's hybrid work model as a result of a medical accommodation that requires the employee to work fully remote, the employee will not be penalized. All medical accommodation requests shall be made in writing and must be supported by a physician's statement which will be reviewed by the Director of People & Culture or Designate.

Employees who qualify for a Subsidy must sign a Declaration of Eligibility Form **stating their use of green transportation methods** and must immediately notify Human Resources **People & Culture** / Payroll in the event of a change in arrangements. If driving to work (including carpool), the subsidy is ineligible (unless a car is needed for work) **and the subsidy will be reduced by fifteen dollars (\$15.00) for each day an employee has driven to work.**

The benefit is added to the employee's pay **and is subject to applicable statutory deductions.**

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E&OE

Signed off this 18th day of November 2021

For the Union 

For the Employer 



**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

Union			
Number	Affected Article/MOU	Date: 2021-10-26	Time:
EP#12	12.04		

**12.04 Disruption of Vacation Due to Illness and Bereavement**

Should the employee become disabled or ill during his or her vacation period, upon presentation of a medical certificate satisfactory to the Employer, the employee shall be permitted to reschedule vacation days and to utilize accumulated Sick Leave days for a period corresponding to the period of disability, bereavement or illness.

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E&OE  
Signed off this 26th day of October 2021

For the Union   
\_\_\_\_\_

For the Employer   
\_\_\_\_\_



(Canadian Office and Professional Employees Union, Local 378)

**ECOJUSTICE  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
<b>EP11\ UP#13</b>	<b>13.01-13.02</b>	Amend	

**13.01 Paid Holidays**

Chart to revisit during monetary proposal; all other agreed

New Year's Day	Family Day	Good Friday	Easter Monday
	Victoria Day	National Day for Truth and Reconciliation	Canada Day
B.C Day	Labour Day	National Truth and Reconciliation Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day	And Two Additional Floating Holidays *

(correct name) 

Employees who practice recognized religions and wish to observe those by taking with holidays on days not mentioned designated above other than Good Friday, Easter Monday and Christmas Day, may substitute up to ~~three (3)~~ five (5) alternate paid days of holiday in lieu and work on the holiday designated above to observe religious holidays. Where a religious requirement is in excess of three five (5) days is requested for religious observance, the Executive Director or designate may, subject to operational requirements, authorize additional days without pay. Employees shall provide a minimum of five (5) days notice of the intention to substitute designated holidays.

~~\* Two Floating paid holidays to be taken at a time mutually agreed upon.~~

\*Employees will also be entitled to take two (2) paid holidays on a floating basis Floating Days at any time of the year with the approval of the Executive Director or the applicable Supervisor or designates subject to departmental requirements and at a time mutually agreed upon.

**13.02 Date of Observance**

- (a) Should the provincial or federal government(s) proclaim a day in lieu of any of the holidays listed in 13.01, the day proclaimed shall become the holiday for the purpose of interpreting this Article.
- (b) When a paid holiday falls on a Saturday and/or a Sunday, and another day is not proclaimed in lieu thereof in accordance with paragraph (a), a day off

in lieu thereof will be given on a working day immediately preceding or immediately following the paid holiday, to be chosen by the Society.

(c) When it is not practicable or suitable for an employee to recognize a defined paid holiday, (such as preparation for an imminent court appearance), employees will be permitted to substitute an alternate paid holiday for another working day in lieu, so long as such is mutually agreed and taken within a one (1) month period. Employees shall provide a minimum of five (5) days notice of the intention to substitute a designated holiday.

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E&OE

Signed off this 26th day of October 2021

For the Union



For the Employer





**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-26</b>	<b>Time:</b>
<b>EP#13</b>	<b>13.05</b>		

**13.05 December/New Year's Break**

The Employer agrees to provide to employees, a paid unbroken holiday between Christmas Day and New Years' Day, inclusive. When the employee is substituting paid holidays to observe other religious practices in accordance with Article 13.01, the employee and Society may mutually agree to provide an equivalent unbroken holiday at another time, but not in addition to the December / New Year's break.


The Union recognizes the Employer may require some employees to work during this period. that a skeleton crew may be required to ensure adequate coverage during this period. In the event that an employee is required by the Employer to work during this period, such employee shall be entitled to take an equivalent amount of paid time off at a mutually agreeable time.

Such equivalent time off is not cumulative and shall not be paid out as holidays on termination of employment. For further clarification, the ~~three statutory holidays (or alternate paid days of holiday in lieu as defined in Article 16.04)~~ 13.01 are included in the paid unbroken holiday and are not in addition to. In addition, if an employee takes a religious holiday in lieu of ~~Christmas Day~~, then the employee can choose to use vacation or to work on designated holiday. Christmas Day

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Signed off this 26 day of October 2021

For the Union 

For the Employer 



**ECOJUSTICE  
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<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-26</b>	<b>Time:</b>
<b>EP#14</b>	<b>14.02</b>		

**14.02 Sick Leave Application**

Accumulated sick leave may be used only in the event of illness or disability of the employee or the employee's dependent child, or, in the case of critical illness, a member of the employee's immediate family who permanently resides with the employee.

~~"Dependent child" includes an unmarried person who is~~

~~(a) dependent upon the employee; and~~

~~(b) younger than twenty (20) years of age (except in the case of a child who is mentally or physically handicapped); and~~

~~(c) the natural child, adopted child, step child or foster child of the employee or of the employee's partner.~~

Sick leave may also be used for, personal mental health & wellbeing challenges, including dealing with extreme stress, overcoming personal hardships that make it challenging to work, caring responsibilities, illness, accident, or temporary disability of a parent, and any other emergency caring responsibilities, subject to the approval of the employee's Supervisor or designate.

E&OE

Signed off this 26th day of October 2021

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

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Union			
Number	Affected Article/MOU	Date:	Time:
UP#14	14.03	Amend	

**14.03 Sick Leave Notification**

Sick leave benefits will not be applied in increments of less than one-half (1/2) day per occasion. At the beginning of each day during which an illness or disability continues, the employee must, if medically able, notify his or her supervisor of the status of his or her condition. Sick leave benefits are contingent upon maintenance of regular contact and, where requested by the Employer, upon written substantiation from a physician. The Employer may require a written report from a physician before the employee is permitted to return to work.

When an employee is off on medical leave for longer than a four week period, assessment from the employee's own doctor or some other form of medical documentation to substantiate the nature, extent, and duration of the illness or injury may be requested by the Employer. ~~In such instances, the cost of completion of the form will be borne by Ecojustice.~~

In all instances of Employer-requested medical documentation, the cost will be borne by Ecojustice.

E&OE  
Signed off this 25 day of oct 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

# ECOJUSTICE PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#16	16.01	Amend	

## 16.01 Bereavement Leave

Leave of absence without loss of pay of up to five (5) days will be granted to permanent employees and temporary who are otherwise scheduled to be at work in the event of the death of a member of the employee’s immediate family.

Members of the immediate family include:

- Partner/spouse of the employee;
- Child, step-child or foster child of the employee or of the employee’s partner/spouse;
- Parent, step-parent or foster parent of the employee or of the employee’s partner/spouse;
- Grandparent or step-grandparent of the employee or of the employee’s partner/spouse;
- Grandchild or step-grandchild of the employee or of the employee’s partner/spouse;
- Partner/spouse of a child of the employee;
- ~~Brother or sister~~ Sibling of the employee;
- ~~Brother-in-law or sister-in-law~~ Sibling-in-law of the employee;
- Children of sibling or sibling-in-law of employee or partner
- Traditional or customary adopted children of employee or partner
- A relative of the employee who permanently resides with the employee and who is dependent upon the employee for care and assistance.


The Society may, at its discretion, grant further bereavement leave, contingent on the circumstances.

[...]

E&OE

Signed off this 25 day of oct 2021

For the Union 

For the Employer 



**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

Union			
Number	Affected Article/MOU	Date: 2021-10-26	Time:
EP#15	16.01		

**16.01 Bereavement Leave**

[...]

In the event of the death of a relative other than those stated above, the employee shall be allowed one (1) day of compassionate leave with pay for the purpose of attending the funeral. However, the society may, at its discretion, grant further leave contingent on the circumstances.

[..]

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E&OE

Signed off this 26th day of October 2021

For the Union

For the Employer



**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**


<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> 2021-10-26	<b>Time:</b>
<b>EP#16</b>	<b>16.13-16.14</b>		

Page 44, Article 16.13 <b>NEW</b>	<p><u><b>NEW: Family Responsibility Leave</b></u></p> <p>An employee is entitled to up to ten (10) days of unpaid leave during each employment year to meet responsibilities related to:</p> <ul style="list-style-type: none"> <li>a) the care, health or education of a child in your care; or,</li> <li>b) the care or health of any other member of your immediate family.</li> </ul>
Page 44, Article 16.14 <b>NEW</b>	<p><u><b>NEW: Elections</b></u></p> <p>If you are eligible to vote in any general election, you may request time off for voting. Time must be used for voting. Time off will be given without loss of pay if you cannot reasonably attend your polling station outside of work hours.</p>
Page 44, Article 16.15 <b>NEW</b>	<p><u><b>NEW: Other Provincial Leaves</b></u></p> <p>Ecojustice will grant time off to employees who meet the eligibility criteria for any other leave(s) as outlined in relevant provincial Employment Standards or Employment Insurance (EI) legislation. Additional leaves include COVID-19 related leaves, Critical Illness or Injury Leave, Compassionate Care Leave or Caregiving Leave, Leave Respecting the Disappearance or Death of a Child, Reservists' Leave and any and all other leaves as set forth by applicable legislation.</p>

E&OE

Signed off this 26th \_\_\_\_\_ day of October \_\_\_\_\_ 2021

For the Union 

For the Employer 





(Canadian Office and Professional Employees Union, Local 378)

**ECOJUSTICE  
PROPOSALS 2021  
Union Proposals (UP Item)**


<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
<b>UP#17</b>	<b>16.13</b>	NEW	

**16.13 First Responder Leave**

Employees who are employed for a minimum of six (6) months and who are volunteer emergency and rescue workers will receive five (5) days paid leave to provide emergency services when dispatched. Proof of participation must be provided to the Society to ensure eligibility.

E&OE  
Signed off this 26 day of Oct 2021

For the Union 

For the Employer 





(Canadian Office and Professional Employees Union, Local 378)

# ECOJUSTICE PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#18	18.01	Amend	

## 18.01 Training and Development

Recognizing the desire of bargaining unit employees to grow and develop in their jobs and through their employment with the Society and recognizing that the Society has a need to ensure that, within its financial capacity, its employees are well trained so that they can best perform the work of the Society. Management of the society will discuss opportunities for professional development with staff, and such discussions will be at the request of either party. However, the decisions for training and approval for employee training will be based primarily on the Employer's operational needs to train employees in particular classifications and when applicable such decisions shall be consistent with equitable distribution of opportunities and in line with varying professional requirements.

At a minimum, all employees shall receive \$400.00 annually in **job or industry related** professional development funding upon application to the Employer. Professional development costs will be reimbursed to the employee upon proof of attendance and/or receipt of a management pre-approved training opportunity.

Ecojustice will request reimbursement of courses paid for by Ecojustice and not successfully completed because of non-attendance for reasons within the employee's control. Employees will be asked to sign a consent form agreeing to reimburse the tuitions costs, on a prorated basis, if the employee resigns from their employment within ~~six (6) months~~ of having received the professional development funding.

Agreed to 1 year in ER proposal

E&OE

Signed off this 26 day of Oct 2021

For the Union

For the Employer





**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

Union			
Number	Affected Article/MOU	Date: 2021-10-26	Time:
EP#17	19		

**Article 19 – Health and Safety and the Environment**

**19.01 Joint Occupational Health, Safety and Environment Committee**

There shall be established a joint (~~Vancouver and Toronto~~) Occupational Health, Safety and Environment Committee composed of two (2) employees appointed by the Society, and up to four (4) employees appointed by the Union; in addition to other employee members to be subsequently appointed from ~~the Toronto~~ other offices. The committee shall meet (~~by teleconference in the case of Toronto reps~~) every three (3) months, or more often at the request of either party, provided the parties mutually agree there is work to be performed, to review matters pertinent to the environment and occupational health and safety.

Meetings will be held during the employees’ normal working hours; and Union employee representatives shall continue to be paid for time spent attending committee meetings during such hours.

The Vancouver members of the Committee shall perform all work required to be performed under the **WorkSafeBC** Occupational Health and Safety Regulations; and shall deal with health and safety matters that are unique to the Vancouver office.

**19.02 Health, Safety and Environment Cooperation**

The Society and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease, and in the promotion of the health and safety of all employees. The parties further agree to cooperate fully in matters pertaining to minimizing as much as possible, any detrimental effects that any work activity may have on the environment.

The parties further agree that joint efforts toward attaining carbon neutrality will be a priority.

There shall be full compliance with all applicable statutes and regulations pertaining to occupational health and safety and the Environment.

**19.03 Unsafe Work Conditions and Right to Refuse**

No employee shall be disciplined for refusing work which ~~she/he has~~ they have reasonable cause to believe is unsafe, and where ~~she/he~~ the employee acts in compliance with

Sections 3.12 and 3.13 of the WorkSafeBC Occupational Health & Safety Regulations. The Employer shall follow applicable right to refuse guidelines set out by WorkSafeBC in the event of a work refusal.

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E&OE

Signed off this 26th day of October 2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

# ECOJUSTICE PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP19 UP20 EP3	23	Amend	

## Article 23 – Respectful Workplace Provisions

### 23.01 No Discrimination

Discrimination refers to any form of unequal treatment based on a protected ground under the BC Human Rights Act. It may involve direct actions that are discriminatory, or it may involve rules, practices or procedures that appear neutral, but have the effect of disadvantaging different groups of people.

The Society, in carrying out its obligations under this Agreement, shall not discriminate in the matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, political belief, gender identity or expression, lawful source of income or any other grounds under the BC Human Rights Act.

### 23.02 Respectful Workplace

~~The Society is committed to providing a work environment which promotes respect and is free from all forms of harassment and discrimination and is supportive of the dignity, self-esteem and productivity of every employee. Any form of harassment and/or discrimination to or by, employees, customers, students, contractors, lawyers or other individuals associated with the Society while engaged in activities pertaining to the workplace will not be tolerated.~~

The Society is committed to providing a work environment which promotes respect. Ecojustice has zero tolerance to all forms of bullying, harassment, sexual harassment, discrimination and workplace violence and is supportive of the dignity, self-esteem and productivity of every employee.

Any form of harassment to or by employees, customers, students, contractors, lawyers or other individuals associated with Ecojustice will not be tolerated while engaged in activities pertaining to the workplace.

For purposes of Article 23, “workplace” is defined broadly and includes, but is not limited to, the actual work site (i.e. offices), virtual work environments, work related social functions, work-related assignments, conferences, training sessions and travel, and other work-related events.

Abuse of authority occurs when an individual uses authority or position with implicit power to undermine or maltreat others and/or to sabotage their work efforts.

Abuse of authority does not include disciplinary actions and/or the exercise of other management or supervisory activities resulting from an exercise of management rights provided that these duties will be carried out in an appropriate and judicious manner.

*Personal Harassment* is defined as any hostile, offensive or obnoxious conduct, comment or gesture known to be unwelcome or which a reasonable person would know to be unwelcome. It is a form of discrimination and can include behaviour such as demands, threats, gestures, innuendo, unwelcome remarks, jokes, slurs, display of offensive material, physical or sexual assault or taunting about a person's body, clothing, habits, customs or mannerisms. Harassment can also include inappropriate or unwelcome focus or comments on a person's physical characteristics and/or mental health. Harassment has the purpose or effect of creating an intimidating, hostile, abusive or offensive work environment.

Bullying is usually seen as acts or verbal comments that could "mentally" hurt or isolate a person in the workplace. Sometimes bullying can involve negative physical contact as well. Bullying usually involved repeated incidents or a pattern of behavior that is intended to intimidate, offend, degrade or humiliate a particular person or group of people, which a reasonable person would know to be unwelcome.

Bullying behavior does not include:

- Expressing differences of opinions.
- Offering constructive feedback, guidance, or advice about work-related behavior.
- Reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment (e.g. managing a worker's performance, taking reasonable disciplinary actions, assigning work).

*Sexual harassment* is defined as any verbal, physical or visual conduct, comment, gesture, material or contact of a sexual nature that is likely to cause offence or humiliation to an employee, or that might reasonably be perceived by the employee as placing a sexual condition on employment, training or promotion, and which a reasonable person would know to be unwelcome. It may also include conduct against an employee because of sex, sexual orientation, gender identity or gender expression, where the comment or conduct is known or ought reasonably to be known to be unwelcome. It is additionally 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.

Workplace Violence is characterized as the exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury to the employee. Examples include, but are not limited to, threatening behaviour, verbal or written threats, verbal abuse, physical attacks, and other acts of physical aggressions, especially where such actions are meant to intimidate.

~~For purposes of this Article 23, "workplace" is defined broadly and includes, but is not limited to, the actual work site (i.e. offices), work related social functions, work related assignments, conferences, training sessions and travel, and other work related events.~~

### 23.03 Reporting Procedure

The Employer and the Union agree that any allegation of harassment and/or discrimination should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.

This procedure is not intended to preclude any other existing recourse that may be available to an employee (e.g. redress through the Collective Agreement, a Human Rights complaint, criminal charges, or civil litigation).

- (a) An employee who feels subject to harassment, bullying, violence or discrimination should make every effort to tell the offending party to stop such behaviour, prior to proceeding with an informal or formal complaint.
- (b) In order to ensure timely resolution of harassment complaints, complaints of alleged harassment, violence, bullying, or discrimination under this Article 23 must be initiated ~~within six (6) months of the event(s) giving rise to the complaint.~~ as soon as possible.
- (c) If the problem is not resolved through discussion between the individuals concerned then the employee, or a Union Representative on behalf of the employee, may contact the ~~Executive Director~~ Director of People & Culture or if the ~~Executive Director~~ Director of People & Culture is the alleged harasser, the Chair of the Employer's Board of Directors, who will appoint someone to investigate the allegation
- (d) The ~~Executive Director~~ Director of People & Culture or other person investigating the allegation will advise the Union before proceeding with the investigation. All reports of inappropriate conduct will be promptly and thoroughly investigated, and the Society will act to ensure that any improper conduct ceases immediately and corrective action is taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible. To investigate, a report may be made verbally or in writing to the Director of People & Culture or designate and should include:
  - I. Name(s) and contact information of the person who has allegedly experienced workplace harassment, violence, bullying or discrimination
  - II. Name of the alleged harasser(s), position and contact information (if known)
  - III. Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known)
  - IV. Details of what happened including date(s), frequency and location(s) of the alleged incident(s) including any supporting documents that the complainant may have in their possession that are relevant to the complaint.
  - V. List any documents a witness, another person or the alleged harasser may have in their possession that are relevant to the complaint.

The person about whom the complaint is made (the “respondent”) will receive a copy of the complaint and is entitled to know the identity of the complainant in order to objectively be given the opportunity to respond to the complaint

All reports of inappropriate conduct will be promptly and thoroughly investigated, and the Society will act to ensure that any improper conduct ceases immediately, and corrective action is taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible.

- (e) In the event the problem is not resolved, the employee, or the Union on behalf of the employee, may pursue other forms of redress.
- (f) No employee will suffer adverse employment consequences as a result of making a good faith complaint, or taking part in the investigation of a complaint. An employee who knowingly alleges a false claim against another employee or individual, or engages in any acts of retaliation against employees for making a report, will be subject to disciplinary action, up to and including termination of employment.

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E&OE

Signed off this 26 day of Oct 2021

For the Union



For the Employer







# ECOJUSTICE PROPOSALS 2021 Employer Proposals (EP Item)

<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>2021-10-26</b>	<b>Time:</b>
EP	4.03, 14.03, 16.06, 16.08, 16.11, 18.01, 24.01		

Page 19, Article 4.03	<p><u>Loss of Seniority</u> ( c ) are laid off for a period exceeding twenty four (24) months or if the employee fails to return to work following a lay-off within five (5) working days of being notified of recall by registered mail to their last known address.</p>
Page 37, Article 14.03	<p><u>Sick Leave Notification</u> Sick leave benefits will not be applied in increments of less than one-half (1/2) day per occasion. At the beginning of each day during which an illness or disability continues, the employee must, if medically able, notify his or her their supervisor of <b>their well-being status</b>. <del>the status of his or her condition</del>. Sick leave benefits are contingent upon maintenance of regular contact and, where requested by the Employer, upon written substantiation from a physician. The Employer may require a written report from a physician before the employee is permitted to return to work <b>and/or to assist with an accommodation plan</b>.</p> <p>When an employee is off on medical leave for longer than a four week period, assessment from the employee's own doctor or some other form of medical documentation to substantiate the nature, extent, and duration of <del>the illness or injury</del> <b>physical sickness, personal illness, injury or temporary disability, or mental health challenge</b> may be requested by the Employer. <del>In such instances, the cost of completion of the form will be borne by Ecojustice.</del> <b>In all instances of Employer-requested medical documentation, the cost will be borne by Ecojustice.</b></p>
Page 42, Article 16.06	<p><u>Political Leave</u> .....It is understood that the Employer's status as a charitable organization prohibits the Employer from engaging in partisan political activity, and that any violation of this prohibition may jeopardize the status and security of the Employer and all of its employees. Accordingly, any employee's employment, candidacy or volunteer service for political purposes is strictly governed by the provisions of</p>



	<p>the Employee Policy Manual. This will be applied in the context of not violating the employees' protected right to their political beliefs as stated under the <i>Human Rights Act of BC</i>.</p>
<p>Page 42, Article 16.08</p>	<p><u>Personal Life Organizing Bonus Time</u>  All Full-time employees who have completed the probationary period shall be entitled to up to a four (4) hour block of paid time <del>once</del> per month for personal business which must be conducted during the workweek, such as attending <del>at</del> dental or medical appointments. This benefit is also available to part-time employees on a pro-rated basis. Personal Life Organizing Time cannot be accumulated nor carried over from month to month. Medical, dental or other personal appointments during working hours, outside this four (4) hour block of time, will be either Health/Sick time or without pay, at the employee's option. Any appointments commitments which require the employee to be away from work require the approval of the employee's Supervisor or <b>designate</b>.</p>
<p>Page 44, Article 16.11</p>	<p><u>Gender Transition Leave</u>  An employee who provides a certification from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure either via Article 14 "Health and Sick Leave" or Article 16 "Leave of Absence" entitlements, depending on the employee's request.</p> <p>The Union, the Society and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its <del>harassment-free</del> <b>respectful</b> work environment <b>free from harassment, violence, bullying &amp; discrimination</b>, and <del>not accept any discriminating actions</del>.</p>
<p>Page 45, Article 18.01</p>	<p><u>Training &amp; Development</u>  .....Ecojustice will request reimbursement of courses paid for by Ecojustice and not successfully completed because of non-attendance for reasons within the employee's control. Employees will be asked to sign a consent form agreeing to reimburse the tuitions costs, on a prorated basis, if the employee resigns from their employment within <del>six (6) months</del> <b>one (1) year</b> of having received the professional development funding.</p>

Diversity and Equity Justice, Equity, Diversity & Inclusion

~~Toward the mutual goal of maximizing workplace diversity in our diverse communities,~~ The Society and the Union agree to ~~strive to~~ advance the interests of equity-seeking **deserving** groups, and to ensure that equal opportunity is afforded to all who seek employment at Ecojustice and ~~that all employees are treated equitably~~ **receive equitable treatment.**

**The Society seeks to provide a fair, and inclusive work environment and to offer all individuals equitable opportunity to fully develop their potential. Accordingly, the Society will strive to identify and eliminate barriers that interfere with recruitment, training, promotion, and retention of equity deserving groups at all levels of the organization.**

E&OE

Signed off this 18th day of November 2021

For the Union



For the Employer



## **Ecojustice Proposed Amendments to the Collective Agreement Appendix A – Version 4**

### **Ecojustice Canada and Movement of United Professional (moveUP), Local 378**

#### **0.01 Date of Effect**

The following provisions shall take effect and be binding upon the Society and the Union for a period commencing the ~~1st day of December 2018 and ending the 30th day of November 2021~~ 1st day of December 2021 and ending the 30th day of November 2024, save and except as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

#### **Cost of living adjustments (COLA):**

- December 1, 2021 – 3.0% + market rate % increases (as indicated and calculated in the chart below)
- December 1, 2022 – 2.0%
- December 1, 2023 – 2.0%

#### **Step Increases:**

- Dec 1, 2022: 0.50%
- Dec 1, 2023: 0.82%
- Dec 1, 2024: 1.15%
- Dec 1, 2025: 1.47%

Upon ratification, all employees will be placed at the MIN of the December 2021 scale.

All new hires will begin at the MIN of the relevant yearly scale, with both step increases, and COLA increases on December 1st of each year of the collective agreement.

Title	Current Rate	% Market Increase	3% COLA	MIN	Step 2	Step 3	Step 4	MAX
			Increase					
Accounting Assistant Associate	\$44,292.45	9.02%	3.00%	\$49,614.48	\$49,862.55	\$50,273.42	\$50,850.55	\$51,599.08
<b>Annual Giving Associate</b>	\$44,966.00	11.28%	3.00%	\$51,387.25	\$51,644.19	\$52,069.74	\$52,667.50	\$53,442.77
Annual Giving Manager	\$72,084.42	4.71%	3.00%	\$77,641.65	\$78,029.86	\$78,672.82	\$79,575.99	\$80,747.34
Communications Specialist	\$60,555.36	1.60%	3.00%	\$63,341.16	\$63,657.87	\$64,182.41	\$64,919.22	\$65,874.83
<b>Communications Strategist</b>	\$ -	0.00%	0.00%	\$68,976.24	\$69,321.12	\$69,892.33	\$70,694.69	\$71,735.32
Controller	\$68,451.37	6.64%	3.00%	\$75,052.70	\$75,427.96	\$76,049.49	\$76,922.53	\$78,054.83
Digital Systems Strategist	\$62,779.45	3.96%	3.00%	\$67,146.67	\$67,482.40	\$68,038.46	\$68,819.54	\$69,832.56
Donor Relations Associate	\$41,944.40	13.88%	3.00%	\$49,023.44	\$49,268.56	\$49,674.53	\$50,244.80	\$50,984.40
Donor Relations Manager	\$62,833.95	7.73%	3.00%	\$69,573.31	\$69,921.18	\$70,497.33	\$71,306.64	\$72,356.27
Grant Writer	\$54,929.71	9.02%	3.00%	\$61,532.53	\$61,840.20	\$62,349.76	\$63,065.54	\$63,993.86

Leadership Giving Officer	\$65,545.20	4.00%	3.00%	\$70,134.31	\$70,484.99	\$71,065.78	\$71,881.62	\$72,939.71
Legal Admin Assistant	\$46,865.27	6.32%	3.00%	\$51,230.96	\$51,487.12	\$51,911.37	\$52,507.31	\$53,280.22
<b>Marketing Specialist</b>	\$57,913.56	1.84%	3.00%	\$60,718.76	\$61,022.35	\$61,525.18	\$62,231.49	\$63,147.53
Payroll Officer	\$49,569.83	9.77%	3.00%	\$55,899.24	\$56,178.73	\$56,641.65	\$57,291.89	\$58,135.23
Philanthropy Associate	\$42,530.21	17.83%	3.00%	\$51,387.16	\$51,644.10	\$52,069.64	\$52,667.40	\$53,442.67
<b>Philanthropy Officer</b>	\$ -	0.54%	3.00%	\$65,891.94	\$66,221.40	\$66,767.06	\$67,533.55	\$68,527.64
<b>Legislative Affairs Specialist</b>				\$76,831.50	\$77,215.66	\$77,851.91	\$78,745.65	\$79,904.79

**~~Addition to Appendix A (missed in final draft from 2018 – 2021 bargaining):~~**

~~\*Employees in Associate level positions will be promoted into level II after 5 years of continuous employment in that the same position with Ecojustice and who have achieved satisfactory performance. The promotion will represent a five percent (5%) increase.~~

Digital Engagement Associate	Delete	Lowest level role upgraded; no longer filling Associate level role
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Digital <del>Engagement Systems</del> Strategist	Change	Change name from Engagement to Systems to better reflect duties
<del>Planned Giving Officer</del>	Delete	Replaced by new Philanthropy Officer title
<del>Mid-Level Giving Officer</del>	Delete	Replaced by new Philanthropy Officer title
<u>Philanthropy Officer</u>	<b>Add</b>	New title for Planned Giving & Mid-Level Giving Officers – same market compensation. 8.51% increase for Planned Giving Officer

**Signature / Date (For the Union) (E&OE):**



nov 15 2021

**Signature / Date (For the Employer) (E&OE):**



November 18, 2021

**Ecojustice Proposed Amendments to the Collective Agreement  
Benefits:**

**Appendix B**

Ecojustice Canada and Movement of United Professional (moveUP), Local 378

Page/Affected Article	Amendment	Reason	Signature / Date (For the Union) (E&OE)	Signature / Date (For the Employer) (E&OE)
<p>Page 53, Appendix B</p>	<p><u>Group Insurance Plan</u> The Group Insurance Plan shall be maintained status quo during the term of this Agreement. Benefits currently included in Group Insurance include: Dental, <del>EHB Health</del> with Vision Care (Including <del>Assure Card</del> a <b>card</b> for purchasing prescriptions), Life Insurance, AD&amp;D Insurance and Long-term Disability coverage <b>(for full-time, permanent employees)</b>. Benefits for spouses and dependents include: Dental and <del>EHB Health</del>, and optional life insurance for spouses.</p> <p>Premiums for Group Insurance are paid by the Employer, with the exception of an amount equal to the premiums for Long-Term Disability Insurance, which amount is paid by the employee <b>(where applicable)</b>.</p> <p><b><u>(NEW) Employee &amp; Family Assistance Plan</u></b> <b>The Employer will provide access to an Employee and Family Assistance</b></p>	<p>Change to common language and plan contract description names.</p> <p>Contract employees do not have LTD – all other benefits are the same. Contract plan was introduced and has been applied since July 15th, 2012.</p> <p>Addition of EFAP to better assist employees with mental health,</p>		

Page/Affected Article	Amendment	Reason	Signature / Date (For the Union) (E&OE)	Signature / Date (For the Employer) (E&OE)
	<p><b>Program (EFAP) to provide immediate, 24/7, confidential advice for achieving well-being, including stress, grief and mental health, managing relationships and family, dealing with workplace challenges, tackling addictions, finding child and elder care resources, getting legal advice, receiving financial guidance, and improving nutrition &amp; health. The cost of the program shall be one hundred percent (100%) Employer paid.</b></p> <p><b>This program is designed to assist with short-term goals. If more specialized or longer-term support is needed, an appropriate specialist may be recommended. Additional services may be partially covered under Ecojustice’s health plan; however, any and all additional costs are the responsibility of the Employee.</b></p> <p><b>The Employee &amp; Family Assistance Plan (EFAP) is available for both employees and their immediate family members, as defined by the benefit policy.</b></p> <p><b>Where there is a discrepancy between the EFAP plan contract and the collective agreement, the EFAP plan contract shall prevail.</b></p>	<p>finance, legal, nutrition goals, addiction, etc, in line with our diversity, equity, inclusion goals and ongoing commitment to supporting our employees by investing in their well-being.</p>		
<p>Page 54, Appendix B-2</p>	<p><u>Long Term Disability Benefits</u></p> <ul style="list-style-type: none"> <li>• <b>Eligibility for permanent, full-time employees only</b></li> </ul>	<p>Contract employees do not have LTD – all</p>		



Page/Affected Article	Amendment	Reason	Signature / Date (For the Union) (E&OE)	Signature / Date (For the Employer) (E&OE)
	<ul style="list-style-type: none"> <li>• Waiting Period <del>120</del><b>119</b> Days</li> <li>• Amount 72.25% of the first \$1,249 of your monthly earnings plus 59% of the next \$4,083 plus 49% of the remainder to a maximum benefit of \$5,000 or 85% of your pre-disability take-home pay, whichever is less</li> <li>• Any amount of LTD insurance over \$3,500 is subject to approval of evidence of insurability</li> </ul> <p><u>Extended Health Care</u></p> <ul style="list-style-type: none"> <li>• Deductible Nil</li> <li>• Reimbursement Level 100%</li> <li>• Basic Expense Maximums</li> <li>• Hospital Semi-private room</li> <li>• <b>Ambulance 100%</b></li> <li>• <del>Home-Nursing Care \$10,000 for a maximum of 12 months per condition /calendar year</del></li> <li>• <b>Convalescent home or residential and long-term care centre (chronic care) \$20 /day up to 120 days /disability</b></li> <li>• In-Canada Prescription Drugs included</li> <li>• Hearing Aids \$700 every <del>5 years</del> <b>60 consecutive months</b></li> <li>• <del>Custom fitted Orthopedic Shoes</del> 1 pair each calendar year</li> <li>• <b>Foot Orthotics \$200 each calendar year</b></li> <li>• Myoelectric Arms \$10,000 per prosthesis</li> <li>• <b>External prosthesis and artificial limb (excluding external breast prosthesis and myoelectric arm) \$5,000 / prosthesis / calendar year</b></li> <li>• External Breast Prosthesis 1 every 12 months</li> <li>• Surgical Brassieres <del>2 every 12 months</del> <b>per calendar year</b></li> </ul>	<p>other benefits are the same. Contract plan was introduced and has been applied since July 15th, 2012.</p> <p>119 days instead of 120 per plan contract.</p> <p>Updates to benefit description to better reflect current plan contract additional coverage. No change to existing coverage.</p>		

Page/Affected Article	Amendment	Reason	Signature / Date (For the Union) (E&OE)	Signature / Date (For the Employer) (E&OE)
	<ul style="list-style-type: none"> <li>• Mechanical or Hydraulic Patient Lifters \$2,000 per lifter once <del>every 5 years</del> <b>every 60 months</b></li> <li>• Outdoor Wheelchair Ramps \$2,000 lifetime</li> <li>• <b>Wheelchair \$3,000 /60 consecutive months</b></li> <li>• Blood-glucose Monitoring Machines 1 every <del>4 years</del> <b>48 consecutive months</b></li> <li>• <b>Respirator (breathing apparatus) \$10,000 /lifetime</b></li> <li>• Transcutaneous Nerve Stimulators \$700 lifetime</li> <li>• Extremity Pumps for Lymphedema \$1,500 lifetime</li> <li>• <del>Custom made Compression Support</del> Hose \$250 each calendar year</li> <li>• Wigs for Cancer Patients \$500 lifetime</li> <li>• <b>Sclerosing injections \$20 per eligible treatment</b></li> <li>• <b>Travel Assistance Insurance \$5,000,000</b></li> <li>• <b>Travel Cancellation Insurance \$5,000</b></li> <li>• <b>Out of province medical referral \$10,000 /lifetime</b></li> <li>• <b>Detoxification \$5,000 per lifetime</b></li> <li>• <b>Infusion Insulin pump \$5,000 /lifetime</b></li> <li>• <b>Therapeutic devises \$10,000 /lifetime</b></li> </ul> <p><u>Paramedical Expense Maximums</u></p> <ul style="list-style-type: none"> <li>• Acupuncturists \$500 each calendar year</li> <li>• Chiropractors \$500 and <b>\$100 X-Ray</b> each calendar year</li> <li>• Dieticians \$500 each calendar year</li> </ul>	<p>Updates to benefit description to better reflect current plan contract additional coverage. No change to existing coverage.</p> <p>New paragraph – fix formatting</p> <p>Updates to benefit description to better reflect current plan contract additional coverage. No change to existing coverage.</p> <p>Updates to benefit description to better reflect current plan contract additional coverage. No change to existing coverage.</p>		

Page/Affected Article	Amendment	Reason	Signature / Date (For the Union) (E&OE)	Signature / Date (For the Employer) (E&OE)
	<ul style="list-style-type: none"> <li>• Massage therapist / <b>Orthotherapist / Kinesitherapist</b> \$500 each calendar year</li> <li>• Physiotherapists \$500 each calendar year</li> <li>• Podiatrists/Chiroprodists \$500 and <b>\$100 X-Ray</b> each calendar year</li> <li>• Naturopaths \$500 each calendar year</li> <li>• Osteopaths \$500 and <b>\$100 X-Ray</b> each calendar year</li> <li>• Psychologists / Social Workers / <b>Psychiatrists / Psychoanalysts / Registered Clinical Counselors</b> \$1,500 each calendar year</li> <li>• Speech Therapists \$500 each calendar year</li> <li>• Lifetime Healthcare Maximum Unlimited</li> <li>• Eyewear / <b>Contact Lenses / Laser Vision Correction</b> coverage up to \$500.00 every twenty-four (24) months; <b>\$500 / 12 consecutive months for children under age 21</b></li> </ul> <p><u>Vision Care Expense Maximums</u></p> <ul style="list-style-type: none"> <li>• Eye Examinations               <ul style="list-style-type: none"> <li>○ Employee coverage at \$100 every twenty-four (24) months</li> <li>○ Dependent children <b>under age 21</b> \$100 every 12 months</li> <li>○ All others \$100 every 24 months</li> </ul> </li> <li>• Lifetime Healthcare maximum unlimited</li> </ul> <p><u>Dental Benefit Summary</u></p> <ul style="list-style-type: none"> <li>• For Employees and their Dependents - Reimbursement:               <ul style="list-style-type: none"> <li>○ Basic Services: 100%</li> </ul> </li> </ul>	<p>No change</p>		

October 2021

Page/Affected Article	Amendment	Reason	Signature / Date (For the Union) (E&OE)	Signature / Date (For the Employer) (E&OE)
	<ul style="list-style-type: none"><li>o Major Services: 50%</li><li>• Maximum payable:<ul style="list-style-type: none"><li>o Basic: \$1,500 per calendar year</li><li>o Major: \$2,000 per calendar year</li></ul></li><li>• Calendar Year Deductible: Nil</li></ul>			

Union:  
nov 15 2021



Employer:  
November 18, 2021





(Canadian Office and Professional Employees Union, Local 378)

**ECOJUSTICE  
PROPOSALS 2021  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
<b>UP#15 EP11</b>	<b>15.07</b>	Amend	

**15.07 Pension Plan**

Pension Plan-RRSP Matching Retirement Plan

The Employer shall contribute to an ~~employee directed~~ Registered Retirement Savings Plan (RRSP) for permanent employees who have completed twelve (12) months of continuous employment, who are eligible to receive Group Insurance Plan benefits under Article 15.01, and who wish to contribute to a ~~personal~~ RRSP with the financial institution of their choice.

The Employer's contribution on behalf of eligible employees shall be up to ~~three percent (3%)~~ five percent (5%) of each such employee's basic earnings (exclusive of overtime), ~~provided the employee matches~~ Employees are encouraged to match an amount equal to this contribution by payroll deduction.

However, the Employer shall provide a five percent (5%) contribution regardless of the employee's contribution amount (i.e., employee contributions are non-mandatory). Every eligible employee will be required to enrol in an RRSP plan in order to participate. The onus will be on each employee to enrol to receive the employer's contribution. Should an employee fail to enrol, or if an employee enrolls late, contributions will not be paid and/or backdated to the date of eligibility.

These contributions will cease when the employee's yearly RRSP contribution limit has been reached. It is the employee's responsibility to monitor yearly maximums and communicate limits to Payroll, as required.

If a fixed-term employee becomes a permanent employee as per Article 6.01 (c) then the time served as a fixed-term employee will be credited toward the eligibility period.

~~These Contributions will cease when the employee's yearly RRSP contribution limit has been reached. It is the employee's responsibility to monitor yearly maximums and communicate limits to Payroll, as required.~~

~~If a fixed-term employee becomes a permanent employee as per Article 6.01 (c) then the time served as a fixed-term employee will be credited toward the eligibility period.~~

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E&OE

Signed off this 15 day of nov 20 21

For the Union



For the Employer





**ECOJUSTICE  
PROPOSALS 2021  
Employer Proposals (EP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> 2021-11-16	<b>Time:</b>
<b>UP</b>	<b>Withdrawal</b>		

**The Union agrees to withdraw from the following proposals :**

- UP3 - Jurisdiction**
- UP6 – Performance Improvement Plan (5.03)**
- UP8 – Job Selection**
- UP10 – Compressed Work Week (11.01)**
- UP11 - WFH**
- UP12 – Vacation Entitlements (12.01)**
- UP23 – Vancouver CPI Adjustments**

(And additional as specified in 'Missed Employer Proposals in MOA' sent Nov 17th, 2021) 

E&OE

Signed off this 21 day of nov 2021

For the Union 

For the Employer 