#### **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, 2021 to December 1, 2024, 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, 2024 to December 1, 2027.
- 5. Upon ratification by both Parties in accordance with this Memorandum, all provisions of Appendix "A" shall come into force and effect and shall be fully retroactive.
- 6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum or

- release the results of the ratification vote unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
- 7. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
- 8. 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.
- 9. 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 <u>29</u>	day of November	, 2024.
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### **APPENDIX "A"**



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP1	Article 0	Amend.	

### **Article o Scope of Agreement**

### 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 1<sup>st</sup> day of December <del>2021</del> 2024 and ending the 30<sup>th</sup> day of November <del>2024</del> 2027, save and except as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

E&OE Signed off this 29	_day of _	November	_20 <u>24</u>
For the Union		For the Employer	



### **PROPOSALS 2024**

**ECOJUSTICE** 

**Union Proposals (UP Item)** 

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP3	Article 2.04	Amend.	

### 2.04 Full Time Union Leave

#### (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 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 reemployment will be that salary which the employee would have attained in their classification, assuming they had never left the employment of the Society.

#### (b) Trainee Union Representatives

The Society will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph. The period of absence will not exceed four (4) six (6) continuous months, unless otherwise agreed by the Society;

E&OE Signed off this <u>26</u>	day ofNovember	20_24
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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP4	Article 2.05	Amend.	

### 2.05 - Communications - Union Bulletin Boards

Bulletin Board space and a dedicated link on the Employer's Sharepoint (or intranet) shall be made available to union employees for posting of appropriate notices relative to meetings and general Union activities. Access to post or view the Sharepoint (or intranet) board will be limited to Ecojustice employees. Until cancelled by the Society, at its discretion, the Society will provide access to its mail distribution systems and electronic messaging systems for the distribution of such notices, and such access will not be unreasonably denied.

E&OE Signed off this <u>27</u>	day of	November	_20 <u>_24</u>
For the Union		For the Employer	
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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP6	Article 5.06	Amend.	

### 5.06 Personnel Files and Performance Assessments

- (a) Personnel Files
  - (i) A personnel file shall be maintained by the Society for each bargaining unit employee. Such a file may exist in hard copy and/or electronic form, and shall contain the following information (where applicable):
  - letters of commendation.
  - disciplinary documentation relating to incidents of culpable misconduct.
  - factual information pertaining to the employee's work history, such as positions held, records of acting assignments, salary history, etc.
  - documentation pertaining to the employee's work performance.

In addition to the above-noted information, other ancillary files may contain information concerning the employee's employment. The existence of any such ancillary files will be made known to the employee upon request.

(ii) It is the intent that the personnel file be kept current, and circumstances which require attention be brought forward without undue delay. A copy of all documents placed on an employee's

E&OE Signed off this 29	_day of _	November	_20 <u>_24</u>
For the Union		For the Employer	

personnel file, which are not of a routine administrative nature, will be provided to the affected employee at the time of filing

- (a) An employee may make entries into their personnel file for any reason. A copy of any such entry shall be provided to the employee's manager at the time of filing.
- (b) Employee Access to Personnel Files and Ancillary File Employment Information.

An employee shall have the right to review information pertaining to them from their 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 them, which is contained in their employment files.

(c) Union Access to Employee Information

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 their authorization to the Society in writing. The authorization will not give repeated right of access to the Union unless the employee so stipulates.

(d) Purging Personnel or Ancillary Files

With the exception of disciplinary records involving violence or threat of violence, which will remain a permanent part of the employee's record, all references to disciplinary action, which have been placed in an employee's personnel file, shall be removed from the employee's file and shall not be relied upon for any further disciplinary action, if the employee's record has been free of further similar disciplinary action for a period of eighteen (18) months.

An employee may request the removal and destruction, or amendment, of any document in the personnel or ancillary files they feel is irrelevant to their employment, or which would be prejudicial to the employee in an employment decision. Such request will not be unreasonably denied.

E&OE Signed off this 29	_day of _	November	20 <u>24</u>
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In the event that a document is so destroyed or amended, the Society agrees not to refer to the existence of the original document, or circumstances, in any hearing.

### (e) Performance Assessments and Reviews

Where a formal assessment of an employee's work performance is carried out, the employee shall be given sufficient opportunity to read and review the assessment. Provision shall be made on the assessment for the employee to sign it. Such signature shall not be evidence of agreement or disagreement with the assessment. A copy of the assessment shall be provided to the employee after they have signed it, and such assessment shall not be changed without the knowledge of the employee. An employee may initiate a grievance to resolve any dispute arising out of the assessment.

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP7	Article 6.01 (e)	Amend	·

### **Article 6 – Employee Definitions**

### (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%-18% of gross pay in lieu of benefits.

E&OE Signed off this <u>26</u>	day of	November	_20 <u>_24</u> _
For the Union		For the Employer	



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP9	Article 8.03	Amend.	·

### **Article 8.03 Notice and Severance Pay**

Any employee who is laid off will receive written notice of layoff or severance pay in lieu of notice as follows:

Years of Service	Weeks of Notice of or Pay in Lieu Thereof
< 1 Year	2 weeks
2 years	<del>3 weeks</del> <u>3 weeks</u>
3 years	<mark>4 weeks 5 weeks</mark>
4 years	<del>5 weeks</del> <u>6 weeks</u>
5 years	<del>6 weeks</del> <u>8 weeks</u>
6 years	<del>7 weeks</del> <u>9 weeks</u>
7 years	<del>8 weeks</del> - <u>11 weeks</u>
8 years	<del>9 weeks</del> - <u>12 weeks</u>
9 years	<u>14 weeks</u>
10 years	<u> 15 weeks</u>

Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 8.02 will be laid off with severance pay, as above:

[...]

E&OE Signed off this <u>26</u>	day of _	November	20 <u></u> 24
For the Union		For the Employer	



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP12 <u>EP3</u>	Article 12.01- 12.03	Amend	

### 12.01 Vacation

Employees shall first become entitled to a vacation with pay in accordance with the table below in the calendar year in which the employee attains the required number of years of service:

Years of Service	<b>Entitlement</b>
<del>0-2 <u>&gt;1</u> years</del>	3 <u>weeks</u>
<del>2-4 <u>1-3</u> years</del>	4 <u>weeks</u>
<del>43-6 years</del>	<del>5 weeks</del>
Over 6 years	<del>6 weeks</del>

Year of Service	Entitlement	Accrual Rate
1/START	4 weeks	<u>8%</u>
2 <sup>nd</sup>	4 weeks	8%
2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup>	4 weeks	<u>8%</u>
4 <sup>th</sup>	4 weeks	8%
5 <sup>th</sup>	5 weeks	<u>10%</u>
5 <sup>th</sup> 6 <sup>th</sup>	5 weeks	<u>10%</u>
7 <sup>th</sup> + / MAX	6 weeks	<u>12%</u>

### 12.02 Vacation Accrual and Payout for Partial Years of Service

Vacation time is calculated based on the full calendar year of January 1 to December 31, and shall be pro-rated accordingly for any employee who begins or ends employment during the calendar year or who is absent on leave in excess of one (1) consecutive month during the year. When an employee's employment ends, they are entitled to pro-rated

E&OE Signed off this 2	day of _	December	_20 <u>_24</u>
For the Union		For the Employer	

vacation for vacation days accrued but not taken prior to departure. Similarly, when an employee's employment ends, they shall pay back to the Employer any amount of vacation pay for vacation days taken but not accrued prior to departure.

### 12.03 Vacation Carry Over

(a) Employees may elect to carry over not more than one (1) week two (2) weeks of vacation into the following vacation year provided that such carried over vacation must be taken as time off as early as possible in the following year, but in any case, by no later than June 30<sup>th</sup> of that year, and their vacation allotment (carry over plus annual entitlement) for the calendar year does not exceed 7 weeks. Normally, any vacation time carried forward into the following year shall not be taken consecutively with the following year's vacation unless approved by the Employer at its discretion. The Employer, if necessary reserves the right to schedule the vacation, pursuant to section (b), if the employee has not done so.

E&OE Signed off this $\frac{2}{}$	_day of _	December	20 24
For the Union		For the Employer	



(Canadian Office and Professional Employees Union, Local 378)

Union Number	Affected Article/MOU	Date:	Time:
UP13 <u>EP4</u>	Article 13.01	Amend	

### 13.01 Paid Holidays

For the purpose of this Agreement, the following days shall be paid holidays:

New Year's Day	Family Day	Good Friday	Easter Monday
<del>Victoria Day</del>	<b>National</b>	<del>Canada Day</del>	B.C. Day
	<b>Indigenous Peoples</b>		
	<del>Day</del>		
<del>Labour Day</del>	National Day for	Thanksgiving Day	Remembrance Day
	Truth and		
	Reconciliation		
Christmas Day	Boxing Day	Two Additional	
		Floating Holidays*	

1	New Year's Day
2	Family Day
3	Good Friday
4	Easter Monday
<u>5</u>	<u>Victoria Day</u>
<u>6</u>	National Indigenous Peoples Day
<u>7</u>	<u>Canada Day</u>
8	BC Day
9	<u>Labour Day</u>
<u>10</u>	National Day of Truth and Reconciliation
<u>11</u>	Thanksgiving Day
<u>12</u>	Remembrance Day
<u>13</u>	Christmas Day
<u>14</u>	Boxing Day
15	Floating Holiday*

E&OE Signed off this <u>26</u>	_day of _	November	20 24
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Employees who practice recognized religions and wish to observe those by taking holidays on days not designated, may substitute up to five (5) alternate paid days of holiday in lieu and work on the holiday designated above. Where in excess of 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.

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

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP14	Article 14.01	Amend	

### Article 14 – Health and Sick Leave

Note: This Article 14 applies only to permanent employees and fixed-term employees.

Notwithstanding any other provision in this Agreement, employees are entitled to no less than the minimum amount of paid and unpaid leave due to personal illness or injury as set out in the Employment Standards Act

### 14.01 Sick Leave Entitlement

Eull-time e Employees accumulate unused sick leave at the rate of one and one quarter (1 and 1\4) days per month, commencing at the end of the first month of employment. Part-time employees accumulate unused sick leave at a pro-rated amount according to the hours worked per month. Employees will also be granted an additional two (2) days of sick leave upon completing probation Qualifying employees may accumulate unused health/sick leave from year-to-year, up to one hundred and twenty (120) days of accumulated sick leave.

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## PROPOSALS 2024 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP15 V2	Article 14.04	Amend	

### 14.04 Medical EI and Long Term Disability

If a qualifying illness or disability continues beyond the period covered by the employee's accumulated sick leave, the employee may, with the approval of the Executive Director or the applicable Supervisor or designates, be placed on medical leave without pay.

After two (2) one (1) weeks of separation, the employee is eligible to apply for Employment Insurance benefits. The Employer will pay one hundred percent (100%) of an employee's wages during the two (2) one (1) week qualification period upon proof of receipt of E.I.

After fifteen (15) seventeen (17) weeks of allowed Employment Insurance benefits, the employee, is eligible to apply for long-term disability benefits.

At the employee's option, accrued unused vacation time may be used before transferring to medical leave status.

E&OE Signed off this <u>29</u>	day of _	November	_20 <u>_24</u> _
For the Union		For the Employer	
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### Ecojustice Proposal – Hybrid Transportation Subsidy

Ecojustice			
Proposal Number (EJ/U	Affected Article/MOU	Date	
#1	11.09	2024-11-25	
Purpose:	Amend		

#### Reason for Removal:

As we move into 2025, the original intent behind the transportation subsidy has become unclear and its relevance is diminishing. The subsidy was introduced to serve multiple purposes: to incentivize office attendance, promote green transportation, and subsidize transit costs. However, the workplace has evolved, with our organization settling into a mix of in-office, hybrid, and remote work arrangements.

- Office attendance: Employees who work in-office do so because they can, or because they want to, rather than due to a strict mandate.
- Eligibility and fairness: The criteria for the subsidy (e.g., in-office attendance
  of at least two days per week and use of green transportation) has led to
  inconsistencies, with some employees being ineligible for the subsidy despite
  attending the office, and others who are fully remote not canceling their
  subsidy.

We propose the complete removal of the hybrid transportation subsidy for hybrid workers. Instead, we suggest investing the funds previously allocated for the subsidy into wage increases for all employees. Specifically, we propose an additional 1.1% increase to the wage step for all staff in 2024 (including those who receive the essential worker transportation subsidy).

Management will also explore alternative perks that will encourage in-office presence.

### **Summary of Proposal:**

Nov 2024 1



- Remove the hybrid transportation subsidy entirely.
- **Redirect** the funds into a 1% wage increase for all employees in 2024.

### 11.09 Essential 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 \$125 190, 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 or 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 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.

Nov 2024 2



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

E&OE

Signed off this \_\_29\_\_\_\_\_ day of November \_\_\_\_\_ 2024.

For the Employer

For the Union



### Ecojustice Proposal - Hybrid Work Arrangement

Ecojustice		
Proposal Number (EJ/UP)	Affected Article/MOU	Date
# 2	11.08	2024-11-25
Purpose:	Remove/amend	

Ecojustice proposes to amend Hybrid Work Arrangements to more accurately reflect the working practices that have been successfully developed over the last 3 years.

#### 11.08 Hybrid Work Arrangements

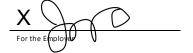
Both parties recognize that working from home is sometimes beneficial when one is trying to work uninterrupted for a length of time and to ease the burden of commuting. Both parties also recognize that some in-person interaction is important in order to maintain a positive work environment and create connections. To promote this, all **hybrid** workers are encouraged, but not required, to be in office at least 2 days a week, ideally on Tuesday and Wednesday to align with other staff members. Fewer or different days in office is acceptable provided there is communication and approval with their manager. Approval won't be unreasonably withheld. Managers may on occasion require hybrid workers to be in office on specific days to attend events such as team meetings or donor events. at least working two (2) days in the office per week as designated may be required. Other work arrangements can be requested and, to ensure equity, must be approved by the applicable Supervisor or designates and the Director of People & Culture or designate with advance notice. Requests will not be unreasonably denied. Employees must be available during normal office core hours.

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.

E&OE			
Signed off this	29	day of November	2024

Nov 2024









PROPOSALS 2024
Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP18	Article 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;
- Pregnancy loss 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;
- Sibling of the employee;
- 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.

In the event of the death <u>of a pet, a friend or</u> 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

E&OE Signed off this 28	day of _	November	_20 <u>_24</u>
For the Union		For the Employer	

funeral shall be granted up to three (3) working days leave of absence with full pay. However, the society may, at its discretion, grant further leave contingent on the circumstances.

Compassionate Additional leave without pay may be granted on the death of other individuals at the discretion of the Society.

Permanent employees and temporary employees who have not completed probation shall be eligible for bereavement leave of one(1) day with pay in the ease of death of a member of their immediate family as defined above.

E&OE Signed off this 28	day of _November	<sub>20</sub> 24
For the Union	For the Employer	
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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP19 V2	Article 16.17- 16.19	New	

### 16.17 Indigenous Cultural Leave

<u>Indigenous employees are entitled to up to five (5) days leave with pay per calendar year to observe or participate in traditional indigenous activities that connect these employees to their culture and language.</u>

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP21	Article 19.01	Amend	

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

There shall be established a joint 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 other offices. The committee shall meet 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.

Committee members are entitled to annual educational leave of eight (8) hours per year to attend employer-paid occupational health and safety training of their selection. In addition to the aforementioned training leave, committee members are also entitled to time off to attend "Mental Health First Aid" and "Psychological Health and Safety in the Workplace" with costs to be covered by the Employer.

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP24	Article 28	New	

### Article 28 - Restrictions on Generative AI

The Parties acknowledge the integration of generative artificial intelligence ("GenAI") technologies in various sectors have raised significant concerns regarding employment security, data privacy, accuracy, intellectual property risks and ethical considerations.

For the purposes of this letter, GenAI shall refer to any artificial intelligence system capable of generating content, decisions, or outputs that mimic human-like responses, including but not limited to automated content creation, decision-making algorithms, and predictive modeling.

The Parties collectively share concern regarding the significant environmental impact of generative AI usage. Current AI models require significant computational resources involving large data centers consuming large amounts of electricity from non-renewable resources, carrying an immense carbon footprint and generating needless e-waste.

The Parties explicitly acknowledge that GenAI tools shall not substitute for human judgement and creativity.

Therefore, the Society agrees to develop an AI Policy before the next collective agreement and will consult with the union on its breadth and scope.

E&OE Signed off this 29	_day of _	November	_20 <u>_24</u>
For the Union		For the Employer	



(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP25	Appendix A	Delete and Replace	

The Union proposes adding the Senior Leadership Giving Manager position to the salary grid.

The Union proposes deleting Appendix 'A' and replacing with the following:

Appendix A

Wages

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

- December 1, 2024 5.0% + market rate % increases (as indicated and calculated in the chart below)
- <u>December 1, 2025 2.0%</u>
- December 1, 2026 2.0%

### **Step increases:**

Step 1	
(MIN)	0.00%
Step 2	<u>0.50%</u>
<u>Step 3</u>	0.82%
Step 4	<u>1.15%</u>
Step 5	
(Max)	<u>1.47%</u>

E&OE Signed off this <u>3rd</u>	day of _	December	_20_ <u>24</u>
For the Union		For the Employer	
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Upon hire, all employees will be placed at the MIN of the wage scale. Employees who reach Step 5(MAX) will continue to receive COLA annual increases as outlined above. For each completed calendar year of service, employees shall move up one step on the wage scale until they have hit the MAX scale.

E&OE Signed off this <u>3rd</u>	day of	December	_20 <u>_24</u>
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### December 1, 2023

Title	MIN	Step 2	Step 3	Step 4	MAX
Accounting Associate	\$ 51,618.90	\$ 51,877.00	\$ 52,304.47	\$ 52,904.91	\$ 53,683.68
Annual Giving Associate	\$ 53,463.29	\$ 53,730.62	\$ 54,173.36	\$ 54,795.27	\$ 55,601.86
Annual Giving Manager	\$ 80,778.37	\$ 81,182.27	\$ 81,851.20	\$ 82,790.86	\$ 84,009.53
Communications Specialist	\$ 65,900.14	\$ 66,229.65	\$ 66,775.38	\$ 67,541.96	\$ 68,536.17
Communications Strategist	\$ 71,762.88	\$ 72,121.69	\$ 72,715.98	\$ 73,550.76	\$ 74,633.43
Controller	\$ 78,084.83	\$ 78,475.25	\$ 79,121.89	\$ 80,030.20	\$ 81,208.25
Digital <u>Systems</u> Strategist	\$ 69,859.40	\$ 70,208.69	\$ 70,787.21	\$ 71,599.85	\$ 72,653.80
Donor Relations Associate	\$ 51,003.99	\$ 51,259.01	\$ 51,681.38	\$ 52,274.69	\$ 53,044.17
Donor Relations Manager	\$ 72,384.07	\$ 72,746.00	\$ 73,345.42	\$ 74,187.43	\$ 75,279.46
Grant Writer	\$ 64,018.44	\$ 64,338.54	\$ 64,868.69	\$ 65,613.39	\$ 66,579.21
Leadership Giving Officer	\$ 72,967.74	\$ 73,332.58	\$ 73,936.84	\$ 74,785.64	\$ 75,886.47
Legal Admin Assistant	\$ 53,300.69	\$ 53,567.20	\$ 54,008.59	\$ 54,628.61	\$ 55,432.74
<u>Legislative Affairs</u> <u>Specialist</u>	\$ 79,935.49	\$ 80,335.17	\$ 80,997.13	\$ 81,926.97	\$ 83,132.94
Marketing Specialist	\$ 63,171.80	\$ 63,487.65	\$ 64,010.80	\$ 64,745.64	\$ 65,698.69
Payroll Officer	\$ 58,157.57	\$ 58,448.35	\$ 58,929.97	\$ 59,606.48	\$ 60,483.89
Philanthropy Associate	\$ 53,463.20	\$ 53,730.52	\$ 54,173.25	\$ 54,795.16	\$ 55,601.75
<u>Philanthropy</u> <u>Officer</u>	\$ 68,553.97	\$ 68,896.74	\$ 69,464.45	\$ 70,261.91	\$ 71,296.16

E&OE Signed off this <u>3rd</u>	day of _	December	_20 <u>_24</u>
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### Market Rate Adjustment Scale

Title	2023 Salary Step 1	GWI Y1	Market Adjustment	Transit Salary Adjustmen <b>t</b>	Total Y1 Increase	2024 Salary Step 1
Accounting Associate	51,618.90	5.00%	5.67%	1.10%	11.77%	\$57,694.00
Annual Giving Associate	53,463.29	5.00%	3.00%	1.10%	9.10%	\$58,328.00
Annual Giving Manager	80,778.37	5.00%	2.00%	1.10%	8.10%	\$87,321.00
Communications Strategist	77,766.38	5.00%	0.00%	1.10%	6.10%	\$82,758.00
Controller	78,084.83	5.00%	2.00%	1.10%	8.10%	\$84,410.00
Digital Campaigner	68,818.75	5.00%	0.50%	1.10%	6.60%	\$73,602.00
Donor Relations Associate	51,003.99	5.00%	8.10%	1.10%	14.20%	\$58,247.00
Donor Relations Manager	72,384.07	5.00%	2.00%	1.10%	8.10%	\$78,247.00
Government Relations and Campaign Manager	97,408.52	5.00%	0.00%	1.10%	6.10%	\$103,675.00
Government Relations and Campaign Specialist	91,036.00	5.00%	0.00%	1.10%	6.10%	\$96,893.00
Grant Writer	64,018.44	5.00%	2.00%	1.10%	8.10%	\$69,204.00
Interim Leadership Giving Manager	90,970.00	5.00%	0.00%	1.10%	6.10%	\$96,516.00
IT Support Specialist	57,630.00	5.00%	0.00%	1.10%	6.10%	\$61,146.00
Leadership Giving Officer	75,555.00	5.00%	1.00%	1.10%	7.10%	\$81,174.00
Marketing Specialist - Brand	68,818.75	5.00%	0.50%	1.10%	6.60%	\$73,602.00
Marketing Systems Analyst	69,859.40	5.00%	3.00%	1.10%	9.10%	\$76,217.00
Marketing Systems Strategist	69,859.40	5.00%	3.00%	1.10%	9.10%	\$76,217.00
Office Administrator	53,300.00	5.00%	3.00%	1.10%	9.10%	\$58,151.00
Payroll Officer	58,157.57	5.00%	2.00%	1.10%	8.10%	\$62,868.00
Philanthropy Associate	53,463.20	5.00%	3.00%	1.10%	9.10%	\$58,328.00
Philanthropy Officer	68,553.97	5.00%	3.00%	1.10%	9.10%	\$74,792.00
Project Lead - Biodiversity Law	106,000.00	5.00%	0.00%	1.10%	6.10%	\$112,820.00
Senior Leadership Giving Officer	78,885.00	5.00%	0.00%	1.10%	6.10%	\$83,960.00
Senior Legal Assistant & Office Admin	68,109.94	5.00%	2.00%	1.10%	8.10%	\$73,627.00

E&OE Signed off this <u>3rd</u>	day ofDecember	20 <u>24</u>
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### UPDATED (For Dec 1, 2024)

Previous Title	Job Title	Step 1 (MIN)	Step 2	Step 3	Step 4	Step 5 (Max)
Marketing Specialist	Marketing Specialist - Brand	73,602	73,970	74,580	75,436	76,546
Digital Systems Strategist	Marketing Systems Analyst	76,217	76,598	77,229	78,115	79,265
Digital Systems Strategist	Marketing Systems Strategist	76,217	76,598	77,229	78,115	79,265
	Communications Strategist	82,758	83,172	83,857	84,820	86,068
Marketing Specialist	Digital Campaigner	73,602	73,970	74,580	75,436	76,546
	Project Lead - Biodiversity Law	112,820	113,384	114,318	115,630	117,332
	Accounting Associate	57,694	57,983	58,461	59,132	60,002
	Controller	84,410	84,832	85,531	86,513	87,786
	Payroll & Benefits Officer	62,868	63,183	63,703	64,435	65,383
New	IT Support Specialist	61,146	61,452	61,958	62,669	63,592
New	Office Administrator	58,151	58,442	58,923	59,600	60,477
Legal Assistant & Office Admin	Senior Legal Assistant & Office Admin	73,627	73,995	74,605	75,461	76,572
New	Government Relations and Campaign Manager	103,675	104,194	105,052	106,258	107,822
Legislative Affairs Specialist	Government Relations and Campaign Specialist	96,893	97,377	98,180	99,307	100,769
	Annual Giving Manager	87,321	87,758	88,481	89,497	90,814
	Donor Relations Manager	78,247	78,638	79,286	80,197	81,377
	Philanthropy Associate	58,328	58,620	59,103	59,782	60,662
	Philanthropy Officer	74,792	75,166	75,786	76,656	77,784
	Donor Relations Associate	58,247	58,538	59,020	59,698	60,576
	Grant Writer	69,204	69,550	70,123	70,928	71,972
New	Interim Leadership Giving Manager	96,516	96,998	97,798	98,920	100,377
	Leadership Giving Officer	81,174	81,580	82,252	83,196	84,421
	Philanthropy Associate	58,328	58,620	59,103	59,782	60,662
	Annual Giving Associate	58,328	58,620	59,103	59,782	60,662
New	Senior Leadership Giving Officer	83,960	84,380	85,075	86,052	87,319

E&OE Signed off this <sup>3rd</sup>	_day of _ <del>December</del>	_20 <u>24</u>
For the Union	For the Employer	

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E&OE Signed off this <u>3rd</u>	_day of _	December	20_24
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### UPDATED (For Dec 1, 2025)

Previous Title	Job Title	Step 1 (MIN)	Step 2	Step 3	Step 4	Step 5 (Max)
Marketing Specialist	Marketing Specialist - Brand	75,074	75,450	76,071	76,945	78,077
Digital Systems Strategist	Marketing Systems Analyst	77,741	78,130	78,773	79,678	80,851
Digital Systems Strategist	Marketing Systems Strategist	77,741	78,130	78,773	79,678	80,851
	Communications Strategist	84,413	84,835	85,534	86,516	87,789
Marketing Specialist	Digital Campaigner	75,074	75,450	76,071	76,945	78,077
	Project Lead - Biodiversity Law	115,076	115,651	116,604	117,943	119,679
	Accounting Associate	58,848	59,143	59,630	60,314	61,202
	Controller	86,098	86,528	87,241	88,243	89,542
	Payroll & Benefits Officer	64,126	64,446	64,977	65,723	66,691
New	IT Support Specialist	62,369	62,681	63,197	63,923	64,864
New	Office Administrator	59,314	59,611	60,102	60,792	61,687
Legal Assistant & Office Admin	Senior Legal Assistant & Office Admin	75,099	75,475	76,097	76,970	78,103
New	Government Relations and Campaign Manager	105,749	106,278	107,153	108,384	109,979
Legislative Affairs Specialist	Government Relations and Campaign Specialist	98,831	99,325	100,143	101,293	102,784
	Annual Giving Manager	89,068	89,513	90,251	91,287	92,631
	Donor Relations Manager	79,812	80,211	80,872	81,801	83,005
	Philanthropy Associate	59,495	59,792	60,285	60,977	61,875
	Philanthropy Officer	76,288	76,670	77,301	78,189	79,340
	Donor Relations Associate	59,411	59,709	60,201	60,892	61,788
	Grant Writer	70,588	70,941	71,526	72,347	73,412
New	Interim Leadership Giving Manager	98,446	98,938	99,754	100,899	102,384
	Leadership Giving Officer	82,797	83,211	83,897	84,860	86,109
	Philanthropy Associate	59,495	59,792	60,285	60,977	61,875
	Annual Giving Associate	59,495	59,792	60,285	60,977	61,875
New	Senior Leadership Giving Officer	85,639	86,068	86,777	87,773	89,065

E&OE Signed off this <u>3rd</u>	day of <del>_December</del>	20_24
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E&OE Signed off this <u>3rd</u>	_day of _	December	_20_24
For the Union		For the Employer	
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### UPDATED (For Dec 1, 2026)

Previous Title	Job Title	Step 1 (MIN)	Step 2	Step 3	Step 4	Step 5 (Max)
Marketing Specialist	Marketing Specialist - Brand	76,576	76,959	77,593	78,483	79,639
Digital Systems Strategist	Marketing Systems Analyst	79,296	79,692	80,349	81,271	82,468
Digital Systems Strategist	Marketing Systems Strategist	79,296	79,692	80,349	81,271	82,468
	Communications Strategist	86,101	86,532	87,245	88,246	89,545
Marketing Specialist	Digital Campaigner	76,576	76,959	77,593	78,483	79,639
	Project Lead - Biodiversity Law	117,378	117,964	118,936	120,302	122,073
	Accounting Associate	60,025	60,325	60,823	61,521	62,426
	Controller	87,820	88,259	88,986	90,008	91,333
	Payroll & Benefits Officer	65,408	65,735	66,277	67,038	68,025
New	IT Support Specialist	63,616	63,934	64,461	65,201	66,161
New	Office Administrator	60,500	60,803	61,304	62,008	62,920
Legal Assistant & Office Admin	Senior Legal Assistant & Office Admin	76,601	76,984	77,619	78,510	79,665
New	Government Relations and Campaign Manager	107,864	108,403	109,296	110,551	112,178
Legislative Affairs Specialist	Government Relations and Campaign Specialist	100,807	101,311	102,146	103,319	104,840
	Annual Giving Manager	90,849	91,303	92,056	93,113	94,483
	Donor Relations Manager	81,408	81,815	82,490	83,437	84,665
	Philanthropy Associate	60,685	60,988	61,491	62,197	63,112
	Philanthropy Officer	77,814	78,203	78,847	79,753	80,927
	Donor Relations Associate	60,600	60,903	61,405	62,109	63,024
	Grant Writer	72,000	72,360	72,956	73,794	74,880
New	Interim Leadership Giving Manager	100,415	100,917	101,749	102,917	104,432
	Leadership Giving Officer	84,453	84,876	85,575	86,557	87,831
	Philanthropy Associate	60,685	60,988	61,491	62,197	63,112
	Annual Giving Associate	60,685	60,988	61,491	62,197	63,112
New	Senior Leadership Giving Officer	87,352	87,789	88,512	89,528	90,846

E&OE Signed off this <u>3rd</u>	day of <u>December</u>	20_24
For the Union	For the Employer	
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For the Union	For the Employer	



# **ECOJUSTICE PROPOSALS 2024**Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP26 Nov28 ECP	Appendix B	Amend	

## **Appendix B-2**

## The Union proposes the following amendments to Appendix B and the benefit plan:

- Increasing psychologist coverage to \$2000.00
- Increase vision care coverage to \$500.00 annual for adults
- <u>Increasing registered massage therapist, physio therapist, acupuncture, naturopath, chiropractor, osteopath, dietician and podiatrists to \$800.00</u>
- <u>Increasing Plan B Dental to 80%, plus increasing maximum payables for Plan A and Plan B</u>

## **Group Insurance Plan Outline**

The Group Insurance plan shall be maintained status quo during the term of this Agreement.

## **Employee Life Insurance**

- \$100,000.00 paid by the Employer with option to increase up to \$250,000.00 with the additional cost paid by the employee.
- reducing by 50% at age 65

## **Dependent Life Insurance**

- Spouse \$5,000
- Child \$2,500

## **Employee Accidental Death Dismemberment and Specific Loss (Principal Sum)**

• An amount equal to your Life Insurance

## **Long Term Disability Income Benefits**

E&OE Signed off this _	29	_day of _	November	20 24
For the Union			For the Employer	
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- Eligibility for permanent, full-time employees only
- Waiting Period 119 days
- 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
- Any amount of LTD insurance over \$3.800 is subject to approval of evidence of insurability

## Healthcare

• 100% employee paid premiums-benefits non-taxable

## **Extended Health Care**

- Deductible Nil
- Reimbursement Level 100%
- Basic Expense Maximums
- Hospital Semi-private room
- Ambulance 100%
- Nursing Care \$10,000/calendar year
- Convalescent home or residential and long-term care centre (chronic care) \$20/day to 120 days/disability
- In-Canada Prescription Drugs included
- Hearing Aids \$700 every 60 consecutive months
- Orthopedic Shoes 1 pair each calendar year
- Foot Orthotics \$200 each calendar year
- Myoelectric Arms \$10,000 per prosthesis
- External prosthesis and artificial limb (excluding external breast prosthesis and myoelectric arm) \$5,000/prosthesis/calendar year
- External Breast Prosthesis 1 every 12 months
- Surgical Brassieres 2 per calendar year
- Mechanical or Hydraulic Patient Lifters \$2,000 per lifter once every60 months
- Outdoor Wheelchair Ramps \$2,000 lifetime
- Wheelchair \$3,000/60 consecutive months
- Blood-glucose Monitoring Machines 1 every 48 consecutive months
- Respirator (breathing apparatus) \$10,000/lifetime
- Transcutaneous Nerve Stimulators \$700 lifetime
- Extremity Pumps for Lymphedema \$1,500 lifetime
- Support Hose \$250 each calendar year
- Wigs for Cancer Patients \$500 lifetime
- Sclerosing injections \$20 per eligible treatment
- Travel Assistance Insurance \$5,000,000

<ul> <li>Out of province medical referral \$10,000</li> <li>Detoxification \$5,000 per lifetime</li> <li>Infusion Insulin pump \$5,000/lifetime</li> </ul>	/lifetime		
E&OE Signed off this 29day of	November	20	24
For the Union	For the Employer		

- Therapeutic devises \$10,000/lifetime
- Paramedical Expense Maximums
- Acupuncturists \$500 <mark>\$800</mark> each calendar year
- Chiropractors \$500 \$800 and \$100 X-Ray each calendar year
- Dieticians \$500 <u>\$800</u> each calendar year
- Massage Therapists Orthotherapist/Kinesitherapist \$500 <u>\$800</u> each calendar year
- Physiotherapists \$500 <u>\$800</u> each calendar year
- Podiatrists/Chiropodists \$500 \$800 and \$100 X-Ray each calendar year
- Naturopaths \$500 \$800 each calendar year
- Osteopaths \$500 \$800 and \$100 X-Ray each calendar year
- Psychologists/Social Workers/Psychiatrists/Psychoanalysts/Registered Clinical Counsellors \$1,500-\$2000 each calendar year
- Speech Therapists \$500 each calendar year
- Lifetime Healthcare Maximum Unlimited
- Eyewear/Contact Lenses/Laser Vision Correction coverage up to \$500.00 every twenty-four (24) \$500.00 every twelve (12) months; \$500/12 consecutive months for children under age 21

## **Visioncare Expense Maximums**

- Eye Examinations
  - o Employee coverage at \$100.00 every twenty-four (24) months
  - o Dependent children under age 21 \$100 every 12 months
  - o All others \$100 every 24 months
- Lifetime Healthcare maximum unlimited

## **Dental Benefit Summary**

- For Employees and their Dependents Reimbursement:
  - o Basic Services: 100%
  - o Major Services: 50% 80%
- Maximum payable:
  - Basic: \$1,500 per calendar year
  - o Major: \$2,000 per calendar year
  - o Basic: \$2,500 per calendar year
  - o Major: \$3,000 per calendar year

Calendar Year Deductible: Nil

## **Employee & Family Assistance Plan**

The Employer will provide access to an Employee & Family Assistance 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 & health. The cost of the program shall be one hundred percent (100%) Employer paid.

E&OE Signed off this	_day of _		_20
For the Union		For the Employer	

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.

The Employee & Family Assistance Plan (EFAP) is available for both employees and their immediate family members, as defined by the benefit policy.

Where there is a discrepancy between the EFAO plan contract and the collective agreement, the EFAP plan contract shall prevail.

E&OE Signed off this	_day of _		_20
For the Union		For the Employer	



# ECOJUSTICE PROPOSALS 2024 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP27	LOU #1-5	Amend	

The Union	proposes	resigning a	nd appendi	ng the follo	wing LOUs	to the CA:
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## LETTER OF UNDERSTANDING NO. 1

## **APPENDIX A "GWI Match"**

If another bargaining unit employed by Ecojustice Canada receives a general wage increase (%) higher than the settlement reached with MoveUP, such increase will also be granted to MoveUP members employed by Ecojustice headquartered in Vancouver for this contract period

LOU2 as appended to this proposal, "23-0193 Letter Of Understanding" and as mutually agreed to amend for clarity

LOU3 as appended to this proposal, "RE: Time in Lieu for travel to retreat and recognition of time at retreat" and as mutually agreed to amend for clarity

LOU4 as appended to this proposal, "RE: 2024 Conditional Addition of Tasks to Create Senior Leadership Giving Officer Role" and as mutually agreed to amend for clarity

LOU5 as appended to this proposal, "RE: 2024 Project Lead 3 Year Fixed Term Employee", and as mutually agreed to amend for clarity

E&OE Signed off this 29	day of November	20 24
For the Union	For the Employer	

#### **BETWEEN**

### **Ecojustice Canada**

("the "Employer")

AND

## MoveUP (Canadian Office and Professional Employees' Union, Local 378)

(the "Union")

(collectively "the Parties")

## RE: 23-0193 Letter Of Understanding

**WHEREAS:** The Parties seek clarity on the impact of previous grievance resolve and it's impact on recent job postings at Ecojustice Canada;

**AND WHEREAS :** The Parties agree to capture the facts and resolution of these discussions for the Parties reference;

**BE IT RESOLVED** that the Parties agree to the following letter of understanding:

- The issuance of IT responsibilities to the Operations Manager role is not allowable, as such duties are bargaining unit work and the Parties agreed that such responsibilities would not be assigned to exempt or excluded position at Ecojustice Canada
- A temporary Office Administrator will be hired on a part time basis to cover office administrative duties and basic IT functions within the bargaining unit until the Operations Manager returns from an extended leave of absence.
- Upon the Operations Manager's return, the Employer commits to removing all IT responsibilities from the position and ensuring they are conducted by either allocating or hiring into the bargaining unit.

This resolve is without prejudice to the parties, the terms of the Collective Agreement, and any other agreements between the parties, and will not be used by either party in future grievances, arbitrations, or other hearings between the parties except for the enforcement of the terms herein.

And that the terms of this agreement are to be kept confidential by all parties, and breach of confidentiality amounts to an explicit cancellation of the settlement.

## WHEREFORE THE PARTIES EVIDENCED THEIR AGREEMENT WITH THEIR SIGNATURES.

April 12, 2023	K.d	F
DATE	Katie Stargardter, Ecojustice	Nathan Beausoleil, MoveUp

### **BETWEEN**

## **Ecojustice Canada**

(the "Employer")

AND

## MoveUp

(the "Union")

(collectively "the Parties")

## RE: Time in Lieu for travel to retreat and recognition of time at retreat

**WHEREAS:** The Employer and the Union are parties to a Collective Agreement with a term from December 1, 2021 to November 30, 2024 and may reach supplementary agreements during the term of the Collective Agreement;

**AND WHEREAS:** The employer is proposing an allotment of time-in-lieu for all employees attending the 2024 All-Staff Retreat in Whistler based on their location in the interest of recognizing travel and time away from home.

## BE IT RESOLVED that the Parties agree

- To offer those in attendance of the 2024 All-Staff Retreat **4 hours of time-in-lieu** for time away from home
- To offer staff traveling from Vancouver Island an additional **3 hours of time-in-lieu** recognizing the additional travel time and return home at hours outside of a standard working day.

Location	Hours in lieu for attending retreat	Hours in lieu for Travel time	Total Hours in lieu
BC – Mainland	4	0	4
BC - Island	4	3	7

WHEREFORE THE PARTIES EVIDENCED THEIR AGREEMENT WITH THEIR SIGNATURES.

Katarina Young

Ecojustice Canada

Nathan Beausoleil

MoveUp Representative

### **BETWEEN**

## **Ecojustice Canada**

("the "Employer")

AND

## MoveUp

(the "Union")

(collectively "the Parties")

## RE: 2024 Conditional Addition of Tasks to Create Senior Leadership Giving Officer Role

**WHEREAS:** The Employer and the Union are parties to a Collective Agreement with a term from December 1, 2021 to November 30, 2024 and may reach supplementary agreements during the term of the Collective Agreement;

**AND WHEREAS:** The Employer has identified an opportunity for additional responsibilities to be performed by an existing bargaining unit employee in the Vancouver, BC office, in recognition of their current capacity, tenure and competency in their existing role;

**AND WHEREAS:** The Parties agree that a temporary agreement trialing the additional responsibilities to the named incumbent, and the creation of a new "Senior Leadership Giving Officer" ("SR LGO") is appropriate until the Parties can discuss the matter further during collective bargaining in 2024;

BE IT RESOLVED that the Parties agree to the following letter of understanding:

- The Parties explicitly agree that the SR LGO position will be discussed further during
  collective bargaining, and that this letter is without prejudice to any position either party may
  take on the matter during negotiations and beyond;
- Any changes or permanent additions to the Bargaining Unit will be confirmed during collective bargaining negotiations in 2024;
- The additional responsibilities outlined in Appendix 'A' to create a Sr Leadership Giving
  Officer shall be temporarily added to the bargaining unit from the excluded role of Associate
  Director, based in Toronto;
- The Parties will discuss whether or not the responsibilities should return to the Associate Director, based in Toronto, if the SR LGO position becomes vacant prior to the Parties discussing the matter further in bargaining. The Parties expressly agree that this letter of agreement is without prejudice to any position that Parties may take on inclusion\exclusion, or scope of bargaining unit work.
- Christina Price will be promoted to Sr LGO (step 1) with the compensation step structure for Nov 2023-Dec 2024 included below:

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Date Updated .	Title		MIN	(Starting Rate) .		STEP 2	STEP 3	STEP 4 .	MAX .
May-24	Leadership Giving Officer	\$		75,555.00	\$	76,174.55	\$ 76,799.18	\$ 77,428.94	\$ 78,063.85
	Sr Leadership Giving Officer	\$		78,885.00	\$	79,531.86	\$ 80,184.02	\$ 80,841.53	\$ 81,504.43

## WHEREFORE THE PARTIES EVIDENCED THEIR AGREEMENT WITH THEIR SIGNATURES.

Katarina Young Ecojustice Canada Nathan Beausoleil MoveUp Representative

## Appendix A - Additional tasks for Senior LGO

- Lead development, planning, and implementation of major gift fundraising strategies for the Leadership Giving Program
- Provide formal Ecojustice mentorship for Leadership Giving Officers for at least 6 months or for an ongoing basis as informed by Leadership Giving Officers learning opportunities
- Contribute to onboarding and mentorship of any new staff to the Leadership Giving & Foundations team

## **BETWEEN**

## **Ecojustice Canada**

(the "Employer")

AND

MoveUp

(the "Union")

(collectively "the Parties")

## RE: 2024 Project Lead 3 year fixed term employee

**WHEREAS:** The Employer and the Union are parties to a Collective Agreement with a term from December 1, 2021 to November 30, 2024 and may reach supplementary agreements during the term of the Collective Agreement;

**AND WHEREAS:** The employer is proposing an amendment to article 6.01 in the collective agreement to extend the fixed-term employee classification to 3 years (36 months) with possible 1-2 year extension for the Project Lead role.

## BE IT RESOLVED that the Parties agree:

- To provide an extension to provision 6.01 (c) making the Project Lead role a fixed term
  position for 3 years with a possible 1-2 year extension if mutually agreed to by the Parties;
- The Employer will provide 3 months' notice for any extension or confirming the end of the fixed term is aligned with the original employment agreement with the employee;
- As per Article 8 of the collective agreement, Layoff and Recall rights do not apply to fixed term employees. However, given the length of the extended contract, the Employer agrees to provide 3 months' working notice or, if unable to do so, payment in lieu of as outlined Article 8.03 of the collective agreement.

WHEREFORE THE PARTIES EVIDENCED THEIR AGREEMENT WITH THEIR SIGNATURES.

Katarina Young Ecoiustice Canada Nathan Beausoleil MoveUp Representative