

COLLECTIVE AGREEMENT

Between

ecojustice

ECOJUSTICE CANADA
(hereinafter referred to as the "Society")

And

moveUp
MOVEMENT OF UNITED PROFESSIONALS

(Canadian Office and Professional Employees Union, Local 378)
(hereinafter referred to as the "Union")

December 1, 2018 to November 30, 2021

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Between: **Ecojustice Canada Society**
(hereinafter referred to as the "Society")

PARTY OF THE FIRST PART

And: **MoveUP (Local 378, Canadian Office and Professional Employees**
Union)
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this Agreement share a desire to establish, within the framework provided by the law, an effective working relationship in all areas of the Society in which members of the bargaining unit are employed.
- (c) The parties to this Agreement share a desire to maintain harmonious relations and settled conditions of employment.
- (d) The parties further agree to contribute, in a positive way to promoting safe and progressive work practices and procedures.

Article 0 – 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 1st day of December 2018 and ending the 30th day of November 2021, save and except as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

0.02 Section 50 Exclusion

The parties hereto agree to the exclusion of the operation of Section 50, subsection (2) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

0.03 Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, give to the other party written notice of its intention to re-open or amend this Agreement on its expiry date or on any day thereafter. The parties shall exchange particulars of desired changes to the Agreement not later than the date of the first meeting of negotiations.

0.04 Pre-bargaining Meeting

Prior to the commencement of collective bargaining, the parties shall meet to preview matters of concern, and to develop plans and procedures to optimize the effectiveness of direct collective bargaining in bringing about an Agreement.

0.05 Continuation of the Agreement

After the expiry date of this Agreement and until a revised Agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement.

0.06 Agreement Scope

Letters or Memoranda of Understanding which may be agreed between the parties from time to time during the life of this Agreement shall be attached hereto when so intended by the parties and shall have full effect as part(s) of this Agreement. Such Letters or Memoranda shall contain appropriate references establishing effective dates. Where no termination-date is specified within the context, the Letter or Memoranda shall continue in effect from year to year in the same manner as the body of the Agreement or until terminated by agreement of the parties. Letters or Memoranda of Understanding shall carry the signatures of the appropriately authorized Union and Society Officers or Representatives.

0.07 Use of Plural Terms

Wherever the singular is used in this Agreement, these words shall be construed as meaning the plural where the context requires. Conversely the reverse is equally true.

0.08 Interpretation of Time Period Terminology

References to weeks, months or years shall mean calendar weeks, months, or years, unless otherwise stated in the context. References to "days" means working days unless otherwise stated in the context.

0.09 Management Rights

All management rights heretofore exercised by the Society, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Society.

The Society agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Society will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article 3 of this Agreement.

Article 1 - Union Security

1.01 Agreement Application

This Agreement shall apply to and be binding upon all employees of the Society described in a Certificate issued to the Union by the Labour Relations Board on the 27th day of June, 2007, and shall continue to apply to the said Certificate as the same may be amended by the Labour Relations Board from time to time.

1.02 Application and Maintenance of Membership

The Society agrees that all employees covered by this Agreement, within fifteen (15) calendar days of the signing of this Agreement, or within fifteen (15) calendar days of the date of employment with the Society, whichever event shall later occur, as a condition of continued employment with the Society, shall make application to become members of the Union, and if accepted, remain members of the Union.

1.03 Acquainting New Employees

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 documentation. 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.

1.04 Assignments of Wage and Employee Information

The Society will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union semi-monthly. The Society will provide the following information to the union upon request:

- (a) name - address
- (b) semi-monthly salary
- (c) email address
- (d) job classification
- (e) employee status
- (f) date of hire
- (g) telephone number

In addition to the above the Society will, provide the Union with any current information on:

- (i) new hires
- (ii) terminations
- (iii) promotions
- (iv) demotions
- (v) salary revisions
- (vi) address and name changes
- (vii) employees on extended leave of absence
- (viii) Union agreed acting pay appointments
- (ix) overtime worked

Such information shall be supplied by the Society in a form mutually acceptable to the parties.

1.05 No Discrimination for Union Activity

The Society and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Society shall not participate in or interfere with the administration of the Union.

1.06 Work Jurisdiction

Non bargaining unit employees, contractors and/or volunteers shall not perform work regularly done by employees in the bargaining unit if it results in a loss of time or downgrading of a bargaining unit employee.

Article 2 – Union Recognition

2.01 Recognition of Union Executive Board Members, Councillors, Job Stewards and Union Representatives

The Society will recognize individuals and/or employees elected, appointed, and/or designated by the Union as its qualified Executive Board Members, Councillors, Job Stewards and Union Representatives.

The Union will notify the Society, in writing, as to who are the elected, appointed and/or designated Executive Board Members, Councillors, Job Stewards and Union Representatives authorized by the Union to discuss, and wherever possible, resolve problems arising out of the Agreement.

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 Human Resources.

2.02 Rights of Job Stewards

The duties and responsibilities of Job Stewards shall include the following activities:

- (a) Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required subject to the provisions of Article 2.03.
- (b) The transmission of Union bulletins and/or notices by posting on the designated bulletin board. Other means of postings as are approved by the society such as email, which approval shall not be unreasonably denied.
- (c) Participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- (d) Participation in the administration of the Union as may be required for Union Executive meetings and Job Steward meetings.
- (e) Briefing time prior to grievance meetings as set out in Article 3.06 of this Collective Agreement.

2.03 Paid and Unpaid Leave for Job Stewards and Union Officers

- (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 his or her 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.

- (b) Leave of Absence for Arbitration Hearings and Negotiations
- (i) The job steward and/or the grievor(s) directly involved in a grievance that results in an arbitration shall be granted leave, with pay, to participate in the arbitration hearing.
 - (ii) Provided operational requirements permit and with the prior approval of the Employer, a maximum of two (2) employees shall be granted leave, with pay, to participate in collective bargaining with the Employer. The Employer's approval of leave under this subsection (b)(ii) shall not be unreasonably denied.
- (c) Leave of Absence for Union or Labour Conventions, Job Stewards meetings and Union Council meetings.
- Subject to maintenance of operations and with the prior approval of the Employer, Job Stewards and/or other elected Officers of the Union who regularly work for the Society, and who are elected or appointed to attend, any of the above will be granted leave of absence without pay to attend provided reasonable notice is provided to the Society. Such leave will not be unreasonably denied.
- (d) Miscellaneous Leave of Absence
- Job Stewards and/or other Officers of the Union will receive leave of absence, without pay, for other activities not specifically identified above, subject to maintenance of operations and with the prior approval of the Employer.
- (e) Job Stewards and/or Officers of the Union who regularly work for the Society and who are assigned to Joint Union-Society Committees, will be paid by the Society for all time spent on such committees meeting with the Employer during their regularly scheduled working hours.
- (f) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during working hours, in accordance with this agreement, will not be referenced in their performance appraisals.
- (g) With respect to leaves of absence referred to in (b), (c), (d) and (e) above, every effort will be made to provide the applicable manager with not less than five (5) working days written notice, where possible.
- (h) To facilitate the administration of this clause, when a leave of absence without pay is granted, the Society will continue an employee's normal salary, subject to the timely reimbursement by the Union for all wages and benefit costs associated with such leave period. All time spent will be considered as service with the Society.

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 re-employment will be that salary which the employee would have attained in her/his classification, assuming she/he 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) continuous months, unless otherwise agreed by the Society;

2.05 Communications – Union Bulletin Boards

Bulletin Board space shall be made available to the Union for posting of appropriate notices relative to meetings and general Union activities. 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.

2.06 Conservation of Paper

The Union and the Society agree to minimize the use of paper by relying on the use of email whenever practical. To encourage this practice, the Society agrees to provide necessary privacy in such communications.

2.07 Cooperation with Union Officers

The Society will cooperate with Officers, Councillors, Job Stewards, and/or Representatives of the Union in carrying out their union responsibilities.

2.08 New Employee Union Orientation

A new employee will be provided with a copy of the Collective Agreement; and will be introduced to her/his job steward as part of her/his orientation to the Society.

2.09 Notification of New Excluded Jobs

The Society agrees to advise the Union of all newly created management jobs, and confidential jobs, which are excluded from the bargaining unit.

2.10 Union Insignia

- (a) A Union member shall have the right to wear or display jewellery (pins, etc.) bearing the recognized insignia of the Union.
- (b) One (1) Union Shop card, furnished by the Union, will be displayed to public view at the public entrances to Society premises.

2.11 Union Meetings

With the prior approval of the Society, the Society will allow Union representatives to conduct meetings after hours on Society premises, within the following conditions:

- (a) The Union will provide the Society with 24 hours advance notice.
- (b) The meeting(s) will be held in an area that will cause the least inconvenience, such as Society meeting rooms if available.
- (c) The Union will ensure that the premises are left in good order.
- (d) Such access will not be unreasonably denied.

2.12 Bargaining Agent Recognition

The Society recognizes MoveUP as the sole bargaining agent, as defined by the Labour Relations Code, for all employees described in the Certification issued by the Labour Relations Board on June 27, 2007, except as varied by the Agreement of the parties.

2.13 No Other Agreement

Neither the Society nor its representatives will require or permit any employee covered by this Agreement to make a written or oral agreement with the Society or its representatives which conflicts with the terms of this Agreement.

It is recognized by the parties, however, that there may be situations where employee accommodations of an incidental, infrequent, and minor nature can arise. Such accommodations will not be considered a violation of this Article.

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.

2.15 Technical Information

The Society agrees to provide the Union with available information relating to employees in the bargaining unit, as may be requested by the Union during collective bargaining.

2.16 Union and Society Communications

The Society and the Union agree that copies of all correspondence between the parties, related to matters covered by the Agreement, shall mutually be sent to the Executive Director and the President of the Union, or their respective designates.

The Union will be provided with a copy of any written, or email, correspondence issued to an employee, which expresses an opinion respecting the interpretation of this Collective Agreement, as it applies to that employee.

The parties further agree to use e-mail for communications between the parties when most practical to minimize the use of paper and promote conservation. Union members may request that email correspondence be restricted in issues of a sensitive nature.

The parties agree to promote the use of plain language in all of their correspondence and dealings. To this end, the parties will undertake to review the Collective Agreement and replace bafflegab with clearly understandable language in the Agreement.

Article 3 – Grievance Procedures

3.01 Grievance Defined

"Grievance" means any difference, or any dispute, between the Parties to this Agreement concerning the dismissal, discipline, or suspension of an employee; or concerning the application, interpretation, operation, or any alleged violation of this Agreement; including any questions as to whether the matter is arbitrable. All grievances will be resolved without stoppage of work by one of the following procedures:

3.02 Union or Society Grievance

Where either party to this Agreement disputes the general interpretation, application, operation or alleged violation of any provision of this Agreement, or an alleged violation affects more than one (1) Employee, either party may initiate a policy or group grievance, as the case may be, within thirty (30) calendar days of the occurrence giving rise to the grievance being known.

The grieving party, i.e. the President of the Union or the Executive Director of the Society, or their designate(s), shall initiate same by letter. Within seven (7) calendar days of receipt of such written notice, the principals, or their nominees, shall meet and attempt to resolve the grievance. Failing settlement, the matter may be referred by either party at its option to arbitration as set out in 3.05 below.

3.03 Discipline, Termination, Suspension Grievances

Grievances concerning termination or suspension of an employee may be submitted directly to Stage II of 3.04 at the option of the grieving party. Grievances concerning the discipline of an employee, other than termination or suspension, will follow all the stages of 3.04.

Should an arbitrator find that an employee has been dismissed, suspended or otherwise disciplined for other than just and reasonable cause, or find that an employee has been unjustly dismissed, suspended or otherwise disciplined for just and reasonable cause, the arbitrator may substitute such other penalty, and/or order reinstatement, and/or order compensation, to the employee as it considers just and reasonable in all the circumstances.

3.04 General Grievance Procedure

The parties to this Agreement agree that it is important to resolve complaints and grievances as quickly as possible. It is the intent that every effort will be made at each stage of the grievance procedure to resolve the grievance. Grievances must state the articles of the Collective Agreement it is alleged have been violated; and provide sufficient particulars so that the party receiving the grievance may understand the grievance, and adequately investigate same. The parties agree to provide each other, in a timely manner, with all of the relevant facts relating to the grievance.

Informal Grievance Resolution

If a matter arises, that might become a grievance, the affected employee will, if appropriate, endeavour to resolve the matter informally with her/his 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.

Stage I

If a dispute cannot be informally resolved (as above), a grievance, shall be submitted to the applicable exempt Manager 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

Within seven (7) calendar days of receipt of such Stage I grievance, the exempt Manager, or her/his designate will discuss the grievance jointly with the Job Steward and employee. The Manager, or her/his designate, will render a decision in writing to the Job Steward with a copy to the employee, the Union, and the Executive Director, within fifteen (15) calendar days of the date of the discussion at Stage I.

Stage II

A grievance referred by the Union to Stage II will be in writing to the Executive Director.

Within fifteen (15) calendar days of receipt of the Union's referral to Stage II, the Executive Director, will discuss the grievance with representatives of the Union.

Within fifteen (15) calendar days of the date of the discussion with the Union Representative(s), the Executive Director will submit the Society's decision to the Union in writing.

Within thirty (30) calendar days of receipt of the Society's decision at Stage II, the Union may refer the grievance to arbitration as set out in Article 3.05.

3.05 Arbitration

- (a) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within fourteen (14) days of notice to arbitrate being served under Stage II above, or in accordance with other articles of the Agreement, the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may request the appointment of an arbitrator pursuant to Section 86 of the Labour Relations Code.
- (b) The arbitrator shall proceed as soon as practical to examine the grievance and within thirty (30) calendar days render her/his judgment and decision, which shall be final and binding on the parties, and upon any employee affected by it.
- (c) Each party to this Agreement will equally share the fee, expenses and disbursements of an arbitrator.
- (d) The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.

3.06 Attendance of Grievor at Grievance Meetings

The aggrieved employee may be present at any or all steps of the grievance and arbitration procedure if she/he desires. Grievance meetings will be held at mutually agreeable times and the aggrieved employees shall be paid her/his normal straight time wages while attending grievance meetings with the Employer.

3.07 Extension of Time Limits

Time limits as set out in the preceding sections may be extended by mutual consent of the Society and the Union.

3.08 Stage II Initiation

The processing of any grievance may begin at Stage II by mutual agreement of the parties.

3.09 Expedited Arbitration

- (a) The parties may mutually agree to utilize the expedited arbitration procedures of this Article (3.09) on a case-by-case basis, as an alternative to regular arbitration under Article (3.05) or expedited arbitration under section 104 and 108 of the Labour Relations Code. When the parties agree to use this Article (3.09), they shall also agree on an arbitrator to hear the matter.

- (b) The arbitrator shall hear the grievance(s), and shall render a decision within five (5) working days of such hearings. Such decision will be final and binding on both parties. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (c) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (e) Any grievance may be removed from the expedited arbitration process by either party, at any time, prior to hearing and forwarded to a regular arbitration hearing.
- (f) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- (g) The use of legal authorities shall be limited to one (1) authority per side on any point of law. The parties shall agree on the facts of each case, as much as possible, prior to the hearing; and each side's argument shall be limited to a maximum of fifteen (15) minutes, and the use of witnesses shall be limited as much as possible.
- (h) The parties will mutually agree to procedures to apply to expedited arbitration.

3.10 No Deviation From the Grievance Procedure

After a grievance has been submitted, the Employer will not enter into discussion with the grievor with respect to the grievance without union representation.

Article 4 – Seniority

4.01 Seniority Defined

Except as modified in this Agreement, seniority shall be determined as length of continuous service with the Society within the bargaining unit, as a permanent employee.

4.02 Date of Hire Prior to First Agreement

All employees of the Society, as at the signing date of the first Collective Agreement, are deemed permanent employees and shall be granted seniority back to the date that they were hired by the Society, provided they have completed probation. Those who have not completed probation must do so before they are granted seniority in accordance with Article 4.01.

4.03 Loss of Seniority

Employees shall lose their seniority only if they:

- (a) terminate employment with the Society.
- (b) are discharged for just cause or terminated pursuant to proper application of this Agreement.
- (c) are laid off for a period exceeding twenty four (24) months.
- (d) accept, or transfer to, a position with the Society which is outside the bargaining unit; except, that upon returning to a position within the bargaining unit, they will be credited with such seniority as had previously been attained in the bargaining unit.
- (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 her/his employment, is offered, and starts, a new job with the Society within sixty (60) calendar days of her/his last day of employment.

4.04 Seniority Accrual on Seniority List

Employees laid off and placed on the recall list shall continue to accrue seniority during such period of lay-off.

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.

4.06 Seniority Calculation

Seniority will be calculated on the basis of calendar days of employment in the bargaining unit during a period of uninterrupted service in the bargaining unit with the Society as a permanent employee.

4.07 Labour Relations Code - Inclusions and Exclusions from Bargaining Unit

- (a) Upon a decision by the Labour Relations Board, or agreement by the parties, that an employee in a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the employee involved will be granted seniority credit for the period of exclusion.

- (b) Employees excluded under the Labour Relations Code of B.C., or by agreement of the parties, and thus required to withdraw from the bargaining unit, shall be credited with all seniority accrued pursuant to this Article as follows:
 - (i) Such employees shall have the right to exercise bumping rights as defined in Article 8.02 in order to remain in the bargaining unit, provided the employee elects this option within two (2) weeks of being excluded from the bargaining unit.
 - (ii) Such employees may apply to vacant positions in accordance with Article 7, with full seniority rights, for a period of six (6) months following exclusion from the bargaining unit.

Article 5 – Employment, Discharge and Termination

5.01 Notice of Appointment to New Employees

All new employees will receive a notice of appointment 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 nature of the project, and expected duration of employment.

5.02 Probationary Periods

- (a) A new employee entering service in a job covered by this Agreement shall be considered probationary for a period of three (3) months of employment
- (b) The purpose of the probationary period is to allow the Employer to assess whether newly hired employees are suitable for continued employment. Probationary employees, whom the Employer finds unsuitable, may be terminated during their probationary period subject to a) applicable legislation, b) applicable arbitral jurisprudence, and c) the grievance and arbitration procedures of this Agreement.
- (c) Probationary periods as described above may be extended by mutual agreement of the parties.

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 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, in an endeavour to raise the employee's performance to an acceptable level of competency.

- (c) the employee will be apprised of her/his progress during the aforementioned period at intervals of not less than one (1) month.

The period devoted to performance improvement will not be less than three (3) 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.

5.04 Discharge, Suspension Written Notification

In the case of culpable behaviour, employees may be disciplined, and discharged, for just and reasonable cause.

Reasons for suspension, or dismissal, shall be in writing and issued to the employee, and the Union, by the close of business, the work day following the suspension/dismissal.

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 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 her/his 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 her/him from her/his 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 her/him, which is contained in her/his 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 her/his 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 which she/he feels is irrelevant to her/his employment, or which would be prejudicial to the employee in an employment decision. Such request will not be unreasonably denied.

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 she/he has 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.

5.07 Burden of Proof

In all cases of discipline, the initial burden of proof of just cause will rest with the Society.

5.08 Workload

The Society agrees to make every reasonable effort to ensure that the workload is evenly distributed amongst employees on an equitable basis and that workload is not excessive recognizing that the nature of the Society's funding and business may result in workloads that are higher on occasion.

Where the Union has reason to believe that workload is not evenly distributed, or is excessive, the matter will be referred under Article 21 for resolution before a grievance is initiated.

Article 6 – Employee Definitions

6.01 Employees

Employees referred to in this Agreement are as follows, and unless limited elsewhere in the Agreement shall receive all of the benefits and provisions of this Agreement.

(a) Probationary Employee

A probationary employee is an employee who has not successfully completed probation under Article 5.02.

(b) Permanent Employee

A permanent employee is an employee hired by the Society to fill an ongoing (i.e. permanent) position.

(c) Fixed-term Employee

A fixed-term employee is an employee hired by Ecojustice for an established period of employment (i.e. an employment period with a starting date and an ending date that is established by Ecojustice and is no greater than 18 months. 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:

- Employees hired to replace permanent employees who are absent due to sick leave, pregnancy or parental leave, or other approved leaves of absence;
- Employees hired to fulfill special funding requirements;
- Work experience students; or;
- Employees hired for special projects or to cover peak work load conditions.

In the case of a foundation grant where the term of the grant is specified as 12 months the term of fixed-term employment for the replacement employee shall not exceed twelve (12) months, without the union's approval. A copy of the grant will be provided to the union.

Fixed-term employees do not earn nor exercise seniority. Their employment shall be terminated when their temporary assignment comes to an end.

If a fixed-term employee becomes a permanent employee, with no longer than a 2 week break in service, the employee will be credited with seniority back to the start date of his/her fixed-term employment.

(d) Definition of Fixed-Term Job Vacancy

A temporary job vacancy shall be deemed to exist when the Employer undertakes in accordance with this Article to:

- (i) replace temporarily a permanent employee in the bargaining unit who is absent due to sick leave or any other approved leave of absence; or
- (ii) cover peak work load conditions or special projects;

(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.

(f) Full-time Employee

A full-time employee works full time-hours (35 hours per week).

(g) Part-time Employee

A part-time employee is any employee who works less than full-time hours (35 hours per week). Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned regular schedule but will not work more than twenty-eight (28) hours per week. In addition and by mutual agreement of the parties, a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, or annual vacation without change to full-time regular status.

- (h) The Society shall not hire or use fixed-term employees or part-time employees, or casual employees to avoid the continuance, creation or filling of positions for or by full-time permanent employees.

6.02 Work Experience Students

Individuals who are granted work experience status will not be considered employees for the purposes of this Agreement, and will receive no pay. Work experience students will not be used in a manner which results in the layoff of an existing permanent or fixed-term employee, or in the loss in normal working hours for an existing permanent or fixed-term employee; and will not be used to fill vacancies that would otherwise be filled in the bargaining unit.

6.03 Co-operative Education or Other Student Employees

The Society reserves the right to hire students at different times throughout the year to supplement the workforce.

- (a) Members of the Law Society of British Columbia, law students, and articulated students are recognized as being excluded from the bargaining unit and scope of this Agreement. The Society may use such non-bargaining unit employees without having to consult with the Union as to the terms and conditions of employment, provided that these employees do not perform work that would otherwise be done by bargaining unit employees.
- (b) Such student employees may not be used as a substitute for regular full-time, part-time or fixed-term employees and will not bump or displace bargaining unit employees.
- (c) Except as excluded in Article 6.03(a), as a condition of employment, co-operative education or other students hired by the Society shall be required to join the Union.
- (d) Co-operative education or other student employees 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.

6.04 Volunteers

Individuals who are volunteers will not be considered employees for the purposes of this Agreement, and will receive no pay. Volunteers will not be used in a manner which results in the layoff of an existing permanent or fixed-term employee; or the loss in normal working hours for an existing permanent or fixed-term employee, and will not be used to fill vacancies that would otherwise be filled in the bargaining unit.

Article 7 – Job Postings and Competitions

7.01 Job Postings

- (a) Except as otherwise provided for in this Agreement, all permanent and fixed-term job vacancies that the Society intends to fill will be posted for five (5) working days. Job vacancies which are posted throughout the Society will be advertised on the Society's Electronic Systems. The Society may advertise the vacant position externally during and/or after the posting period. A permanent job vacancy which arises through attrition, and which the Society intends to fill, will be posted within twenty-one (21) calendar days of the vacancy occurring, or being assumed by an acting incumbent.
- (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 her/his job application accepted by the Society, provided it is received by the Society by the closing date.

- (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.), and the closing date of the competition. Should any of these conditions change after the job is posted, modifications will be issued and attached to the posting with the closing date amended consistent with the minimum five (5) day posting requirement.
- (d) Late applications due to sickness, vacation or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised. In situations where late applications are submitted, the cause for the application being late must be indicated on the application form.
- (e) The Society will provide copies of all job postings to the Union office as part of the normal posting distribution.
- (f) Unless otherwise agreed to by the parties, the Union shall be advised, at the time of hiring of any hire from outside the bargaining unit, when there are bargaining unit applicants involved in the specific job posting; with the Society providing the following information:
 - (i) Names of bargaining unit applicants who applied to the position.
 - (ii) Reasons for selection outside the bargaining unit.
- (g) Applicants for posted positions who are interviewed will be given time off without loss of pay for that purpose and such interviews will be held during the Employer's normal working hours.

7.02 Job Selection

It is understood that the Society shall endeavor to promote internally qualified and suitable employees.

- (a) When filling posted vacancies, in cases where one (1) or more external applicants have applied (i.e. applicants without current seniority), the selection shall be based on the qualifications and skill and ability of the applicants. However, if the qualifications and skill and ability of a bargaining unit employee are equal to those of an external applicant, the bargaining unit employee in question shall receive preference over such external applicant in filling the position.
- (b) When filling posted vacancies, in cases where no external applicants have applied, the senior employee who has applied and who has the required qualifications and skill and ability shall be selected.
- (c) **Assessment Period**

Employees receiving a posted vacancy shall serve a three (3) month assessment period in which to prove satisfactory in the new position. In the event the employee proves unsatisfactory in the position during the assessment period, or if the employee does not wish to continue to perform the duties of the new

position, the employee shall be returned to her/his former position and salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and salary rate, without loss of seniority.

7.03 Job Selection Disputes

Article 7.02 selection grievances shall be submitted to the Employer at Stage 2 of the grievance procedure (Article 3.04) within seven (7) days of the date the employee received written notification.

Article 8 – Layoff and Recall

NOTE: This article (8) applies only to permanent employees who have completed probation.

8.01 Layoff

(a) Notification

(i) If a reduction of employees is necessary due to a shortage of work, lack of funding, or for reasons beyond the control of the Society, the Society shall meet with, and advise the Union of the proposed reduction, and the jobs affected, as soon as possible; and no reduction in staff shall occur until the following procedures are applied.

(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) Contractor Assignments

Prior to layoff of any employees the Society will end the assignment of any contractors, provided the affected employee has the necessary skills and abilities, and qualifications (or equivalency), to perform the work.

(c) Layoff by Seniority

The basic principle in applying layoff to any employee shall be layoff by seniority (i.e. the most junior employee shall be the first laid off, providing the retained employees have the necessary skills and abilities, and qualifications (or equivalency), to perform the remainder of the work).

(d) Pre-layoff Canvass

Prior to issuing formal notice of layoff to any employee, the Society may, at its discretion, canvass all employees to invite.

- (i) placement into other vacant positions provided such employee has the necessary skills and abilities, and qualifications (or equivalency), to perform the job within the normal orientation period for the position, and/or,
- (ii) resignation with severance pay as provided for in Article 8.03 for employees who would not otherwise be affected, but whose positions could be used to place affected employees. Seniority will prevail where the Society limits the number of employees leaving.

The Society will advise the Union immediately of the results of the pre-layoff canvass. The Union will cooperate in any pre-layoff canvass by waiving postings as required.

8.02 Vacancy Rights and Bumping Rights

The Society will place employees affected by layoff in other vacant positions within the Society, provided the employee has the necessary skills and abilities, and qualifications (or equivalency), to perform the job in question.

The employee may elect to exercise her/his bumping rights if:

- (a) there are no positions available, or
- (b) the employee can bump into a position of higher pay grade than the position available.

Bumping Rights

Subject to the limitations specified, any employee who is subject to layoff under the terms of this Agreement may bump the least senior employee from an equivalent or lower level job provided the employee has the necessary skills and abilities, and qualifications (or equivalency), to perform the job in question.

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:

<u>Years of Service</u>	<u>Weeks of Notice of Pay In Lieu Thereof</u>
<u>< 1 Year</u>	<u>2 weeks</u>
<u>1 year – 3 years</u>	<u>3 weeks</u>
<u>3 years</u>	<u>4 weeks</u>
<u>4 years</u>	<u>5 weeks</u>
<u>5 years</u>	<u>6 weeks</u>
<u>6 years</u>	<u>7 weeks</u>
<u>7 years</u>	<u>8 weeks</u>
<u>8 years</u>	<u>9 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:

8.04 Salary on Bumping/Placement into Lower Level Jobs

An employee who is to be laid off and who bumps to or is placed in a lower level job under the conditions of this Article will continue to receive her/his previous salary, provided such salary cannot exceed the maximum of the salary for the position into which the employee bumps or is placed. When an employee's salary thereafter is higher than the salary that would apply had the employee posted into the alternate 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 alternate position, after which the standard negotiated rate for that position shall apply.

8.05 Reinstatement to Former Position

A permanent employee who accepts a lower level position under this Article shall have the right to reinstatement of her/his 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 she/he is reinstated.

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.

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 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 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.
- (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 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.

8.07 Copies of Recall Lists and Notices to the Union

Copies of recall lists and all notices of recall shall be sent to the Union office.

Article 9 – Technological or Procedural Change

9.01 Parties to Meet

In the event of layoff as a result of the introduction of a technological or procedural change, the Society will notify the Union before any employee notifications and the parties will meet to discuss alternatives and to develop a mutually acceptable adjustment plan.

Article 10 – Salary Administration

10.01 Pay According to Job Classifications and Salary Group

All employees covered by the Agreement will be assigned and paid under one of the job titles and salary groups set out in Appendix "A".

10.02 Semi-Monthly Pay and Calculation

Employees will be paid on a semi-monthly basis with the semi-monthly salary calculated by using the monthly salary for the position divided by 2 rounded to the nearest cent.

10.03 Hourly Rate Calculation

Hourly rates for part-time and temporary employees and for the purposes of overtime and premium pay will be calculated by using the semi-monthly salary for the position divided by 75.83 rounded to the nearest cent.

10.04 Pay on Performing Higher Graded Job Duties

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 her/his pay.

10.05 Pay on Transfer to a Lower Level Job for Health Reasons

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 her/his 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 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 would have earned had she/he 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.

10.06 Pay on Temporary Performance of Lower Grade Work

An employee who temporarily performs lower graded work shall not suffer any loss of earnings.

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 salary adjusted to the pay for the higher level position. Such adjustments will not apply for appointments of five (5) days or less.
- (b) Where an employee is temporarily assigned, fifty percent (50%) additional qualitatively higher level duties which are beyond the scope of her or his regular assignment for longer than five (5) consecutive days, the employee will be paid substitution pay which is equal to the pay of the position she/he is acting in.

- (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.

In the event that the parties cannot reach agreement on an appropriate wage rate under subsections (b) or (c), the dispute will be subject to the arbitration procedure in Article 3.

Article 11 – Hours Of Work

11.01 Workweek and Breaks

- (a) The normal full-time workweek shall be thirty-five (35) hours. The hours of work shall be exclusive of a sixty (60) minute unpaid lunch break, and inclusive of two (2) paid fifteen (15) minute breaks per day.
- (b) Employees may vary their unpaid lunch break from time to time and take from thirty (30) minutes to sixty (60) minutes with the prior approval of the Executive Director or the applicable Supervisor or designates.
- (c) Flexible work hours and varied starting times may be arranged on an individual basis with the prior approval of the Executive Director or the applicable Supervisor or designates.

11.02 No Guaranteed Hours

The provisions of this Article are intended only to provide a basis for determining the number of hours for which an employee shall be entitled to compensation, and shall not be construed as a guarantee of any specific number of work hours or of specific work schedules. A significant reduction in hours of work [i.e. twenty percent (20%) or more] will be considered a layoff, if the employee does not want to accept reduced hours, and the provisions of Article 8 will apply.

11.03 Overtime Compensation

Should an employee be required to work more than thirty-five (35) hours per week, the additional time worked may be used to reduce the amount of time worked in subsequent weeks, as follows:

- (a) Authorized overtime hours shall be compensated at the rate of equivalent time off, for the first five (5) overtime hours worked in excess of thirty-five (35) hours in a week.
- (b) Thereafter, all hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one-and-one-half (1.5) times the equivalent time off.

11.04 Paid Time Off

It is understood that any employee who agrees to work overtime hours agrees to accept paid time off, at a mutually agreeable time, as compensation for such authorized overtime hours in accordance with Article 11.03, in lieu of overtime pay.

11.05 Overtime Bank and Lieu Time Scheduling

- (a) Employer shall maintain overtime bank for all bargaining unit members.
- (b) All overtime must be pre-approved by the employees direct supervisor prior to the commencement of the overtime; except in emergency situations where the overtime will be reported to the supervisor following the shift in which the overtime was performed.
- (c) Time off in compensation for overtime may be accumulated up to 35 hours. Overtime in excess of thirty-five (35) hours may be mutually agreed upon. An employee must take all accrued time off within three (3) months from the week of the overtime being earned. Time off from an employee's overtime bank may only be taken at times that are mutually acceptable to the Employer or the designated supervisor and the employee involved. Such request will not be unreasonably denied, and alternate dates will be discussed.
- (d) If employment ends before banked overtime is taken, Ecojustice will pay out all accrued overtime.
- (e) Overtime must be taken prior to any leave of absence without pay unless otherwise agreed by the parties. It will not take precedence over another employee's vacation leave.

11.06 Call Out

An employee who is called in to work on his or her regularly scheduled day off, shall be compensated with not less than three (3) hours time off, to be taken at a mutually agreeable time.

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.

11.08 Working from Home (Telecommuting)

Both parties recognize that working from home is sometimes beneficial when one is trying to work uninterrupted for a length of time. Both parties also recognize that 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 with advance notice. The type of work to be performed must be clearly identified, and the employee must be available during normal office hours for phone calls.

Article 12 – Annual Vacation

12.01 Vacation

Employee 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:

<u>Years of Service</u>	<u>Entitlement</u>
<u>0-2 years</u>	<u>3 weeks</u>
<u>2-4 years</u>	<u>4 weeks</u>
<u>4-6 years</u>	<u>5 weeks</u>
<u>Over 6 years</u>	<u>6 weeks</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, he or she is entitled to pro-rated vacation for vacation days accrued but not taken prior to departure. Similarly, when an employee's employment ends, he or she 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 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 30th of that year. 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.
- (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 her/his 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.

(effective Jan 1, 2017)

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 or illness.

12.05 Vacation Scheduling

Vacation schedules, and subsequent changes to vacation schedules, require the prior approval of the Executive Director or the applicable Supervisor or designates. Approval of or changes to an employee's vacation schedule will not be unreasonably denied and are subject to operational requirements. Where conflicts arise between employees concerning vacation, subject to operational requirements, seniority will be the governing factor in arranging vacation schedules.

In the event that an employee is called out to work during her/his scheduled vacation they will receive another days vacation as well as an additional days pay for the call-out.

Upon request employees will receive a statement of vacation days earned and taken for the current year.

Article 13 – Paid Holidays

13.01 Paid Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	Family Day
<u>Two Floating Days</u> *	

Employees who practice recognized religions with holidays on days other than Good Friday, Easter Monday and Christmas Day, may substitute up to three (3) alternate paid days of holiday in lieu to observe religious holidays. Where a religious requirement is in excess of three (3) days, the Executive Director or designate may, subject to operational requirements, authorize additional days without pay.

Employees will also be entitled to take two paid holidays on a floating basis at any time of the year with the approval of the Executive Director or the applicable Supervisor or designates subject to departmental requirements.

* Two Floating paid holidays to be taken 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.

13.03 Holiday Pay

- (a) An employee will receive normal straight time earnings for any holiday described in this Article.
- (b) An employee who agrees to work on a paid holiday shall receive, in addition to holiday pay under subsection (a), be entitled to either:
 - (i) another day off with pay at a time mutually acceptable to the Employer and the employee, or
 - (ii) at the Employer's option, the employee shall be paid at the rate of one-and-one half (1.5) times the regular rate of pay for all hours worked on the holiday.
- (c) Statutory Holiday Pay for part-time employees will be paid as per the following formulas:

For employees who in the thirty (30) days prior to a statutory holiday have worked (includes vacation days) fifteen (15) or more days – then the statutory holiday pay = total earnings over the past thirty (30) days divided by the total days worked.

For employees who in the thirty (30) days prior to a statutory holiday that have worked (includes vacation days) less than fifteen (15) days – then the statutory holiday pay = total earning over past thirty (30) days divided by fifteen (15).

13.04 Holiday Falling on Employee's Vacation

Any holiday described in 13.01 and 13.02 which falls in an employee's vacation period shall be recognized and an additional day off without loss of pay will be granted.

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. The Union recognizes 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) 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 Christmas Day.

Article 14 – Health and Sick Leave

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

14.01 Sick Leave Entitlement

Full-time employees accumulate unused sick leave at the rate of one (1) day 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. Qualifying employees may accumulate unused health/sick leave from year-to-year, up to one hundred and twenty (120) days of accumulated sick leave.

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.

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.

14.04 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. At the employee's option, accrued unused vacation time may be used before transferring to medical leave status. After two (2) weeks of separation, the employee is eligible to apply for Employment Insurance

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

14.05 Sick Leave Payout

- (a) Each employee's unused health/sick leave shall be "frozen" as at December 1, 2007 for purposes of sick leave payout under this article (14.05).
- (b) Thereafter, employees shall be entitled to accrued health/sick leave above their "frozen" amount for purposes of taking sick leave only (not for payout purposes). If an employee uses unused health/sick leave with the result that her/his accrual of unused health/sick leave drops below their "frozen" amount, the employee may not thereafter re-accumulate unused health/sick leave back up to the original "frozen" amount for payout purposes (no "burning and re-banking").
- (c) An employee whose employment ends (unless the employee is terminated for cause) is entitled to payment of a cash bonus for the balance of her/his "frozen" health/sick leave amount which remains at the time her/his employment ceases, calculated as follows: If continuously employed with the Employer less than two (2) full years, there is no payment for the balance of an employee's "frozen" health/sick leave amount.
 - (i) If continuously employed with the Employer at least two (2) full years but less than five (5) full years, the employee shall receive an amount equal to ten percent (10%) the balance of her/his "frozen" health/sick leave amount, paid at the employee's current rate of pay
 - (ii) If continuously employed with the Employer five (5) or more years, the employee shall receive an amount equal to twenty percent (20%) of his or her of the balance of her/his "frozen" health/sick leave amount, paid at the employee's current rate of pay.

14.06 Sick Leave Privacy Protection

The Society will respect the privacy of employees on sick leave.

Article 15 – Benefits

15.01 Benefit Plans (Group Insurance)

- (a) The Employer shall provide a Group Insurance Plan, to be included as Appendix "B" to this Collective Agreement. Administration of this Plan, and payments of all premiums shall be the responsibility of the Employer, with the exception of the payment of an amount equal to the premiums for Long-Term Disability Insurance, which is payable by the employee.
- (b) The Group Insurance Plan Outline will be attached to the Collective Agreement as Appendix "B-2".

15.02 Agreement Copies

The formal agreement with the insurer, including eligibility, minimums, maximums and other details, shall be made available to the Union.

15.03 Coverage While On Leave Without Pay

- (a) Employees who are on leave of absence without pay (excluding pregnancy and parental leave) in excess of the calendar month for which premiums have previously been paid are required to reimburse the Society for the total premium cost of all welfare plans on a month-to-month basis.
- (b) Employees who commence pregnancy or parental leave, paid sick leave, or unpaid sick leave while on EI sick leave benefits (maximum fifteen (15) weeks), will have their coverage continued for medical, dental, extended health, and basic group life benefits as listed in Appendix B at no cost to the employees. Such employees will be required to reimburse the Society for premium costs associated with long-term disability. In addition, an employee may continue to make regular pension plan contributions, if enrolled, provided that the Employer shall not be required to match such contributions for periods when the employee is on unpaid leave.

15.04 Coverage While on Other Leaves

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 or such longer period as the Employer deems appropriate in the circumstances on a case by case basis.

15.05 Coverage During Labour Dispute

Employees who are absent because of a labour dispute, including a legal strike or a legal lockout involving the parties to this Agreement, will have their coverage under this Article continued but the Union will reimburse the Society for the full cost of premiums for the period upon submission of the bill to the Union.

15.06 No Coverage While on Layoff

Employees on layoff will not be covered by the welfare benefits of this Agreement.

15.07 Pension 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%) of each such employee's basic earnings (exclusive of overtime), provided the employee matches this contribution by payroll deduction. These contributions will cease when the employee's yearly RRSP contribution limit has been reached.

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.

Article 16 – Leave of Absence

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 of the employee;
- Brother-in-law or sister-in-law of the employee;
- 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 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.

Compassionate 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 case of death of a member of their immediate family as defined above.

16.02 Court Leave

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 her/his 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 her/his 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.

16.03 Examination Leave

A permanent employee, or an employee who writes a final course or year-end examination during or immediately following a regularly scheduled work shift, will be entitled to reasonable time off to write the examination.

16.04 Pregnancy and Parental Leave

Employees shall be eligible for pregnancy leave and/or parental leave in accordance with the Employment Standards Act. At the request of the employee, the Society will provide the employee with a written statement of conditions applying to pregnancy and parental leave. 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 her/his 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.

If the Employees former position no longer exists, the employee shall be placed in a comparable position and the employee shall be paid her/his 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.

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 two (2) 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.

16.05 Parental / Pregnancy Leave Top Up

- (a) A birth mother who is taking Pregnancy Leave for the birth of her child without applying for, qualifying for or accepting EI benefits, shall receive two weeks' leave with full pay at the time of the birth.
- (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.
- (c) A top-up benefit shall be paid to employees qualifying for this benefit and for 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.

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 employee opt for 78 week pregnancy and parental leave, the employee has the option of pro-rating the \$200 top up for 52 weeks over the 78 week period.

16.06 Political Leave

Full-time employees who have completed their probationary period may be granted an unpaid leave of absence, to a maximum of one (1) employee at any one (1) time, with the prior approval of the Executive Director or his or her designate, for the purpose of running as candidates in a federal, provincial or municipal election. If elected, the employee shall resign.

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 the Employee Policy Manual.

16.07 Personal Leave

Personal leave of absence without pay may be granted for special reasons considered appropriate under the particular circumstances, with the prior approval of the Executive Director, or their respective designates.

If employed more than one (1) year, the employee may request the use of accumulated sick leave time for matters of urgent personal leave not related to illness or disability. This benefit may be combined with vacation time and can be used only once in a calendar year. The employee's Director or the Executive Director will determine whether or not the leave will be granted. This leave shall not be unreasonably withheld.

16.08 Personal Life Organizing Bonus Time:

All Full-time employees who have completed the probationary period shall be entitled to a four (4) hour block of paid time once per month for personal business which must be conducted during the workweek, such as attending at 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 Leave time or without pay, at the employee's option. Any appointments or

commitments which require the employee to be away from work require the approval of the employee's Supervisor.

16.09 Long Service or Sabbatical Leave

Permanent employees who have completed not less than five (5) years of continuous service with the Society may be granted a leave of absence without pay for a period of six (6) to twelve (12) months, subject to the following conditions:

- (a) The employee must be a permanent employee who is actively employed at the time her/his long service leave is to commence, and it may not be combined with any other unpaid leave provisions.
- (b) The employee must have served not less than one (1) year of continuous active employment in her/his present job classification immediately prior to the requested leave, and have achieved at least satisfactory performance.
- (c) The employee will make her/his leave request known to her/his manager, in writing, not less than ten (10) weeks prior to the anticipated commencement date.
- (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.
- (e) The employee will be paid out for all earned vacation and time in lieu entitlements at the commencement of her/his long service leave, and will commence accrual for such leave entitlements upon reinstatement.
- (f) The employee will be entitled to continued 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 or long term disability from the commencement of her/his long service leave until she/he 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 returns from said leave.
- (h) An employee will not be entitled to accrue vacation or sick leave 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.
- (i) An employee who is granted long service and sabbatical leave will be reinstated in their former position upon return from said leave.
- (j) An employee who is on long service leave will be deemed terminated if she/he:
 - (i) fails to return to work at the completion of her/his long service leave; or

- (ii) undertakes employment in a vocation similar to that in which she/he was engaged with the Society, or becomes involved in a business interest which would pose a conflict of interest with her/his employment with the Society.
- (k) An employee who returns to work at the completion of her/his long service leave will not be eligible to request another such leave until she/he has completed a further five (5) years' service.

16.10 Volunteer Leave

Permanent employees and fixed-term employees who work full-time will be entitled to leave with pay for up to one hour per week to volunteer at any other charitable organization whose work does not involve partisan political activity.

16.11 Gender Transition Leave

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 required during the transition period. The provisions of that leave will follow either Article 14 "Health and Sick Leave" or Article 16 "Leave of Absence" entitlements depending on the employee's request.

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 harassment free work environment and not accept any discriminating actions.

16.12 Domestic Violence Leave

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.

Workers experiencing domestic violence will be able to access 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 taken as consecutive or single days or as half days with notice but without approval.

Article 17 – Travelling, Special Entitlements

17.01 Transportation Subsidy

In recognition of the fact 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, telecommuting, cycling or walking, a transportation incentive of \$125 per month. This benefit is also available to part-time and fixed term employees on a pro-rated basis. Any employee who drives to work (including carpool) more than four (4) days per month is ineligible unless the car is needed for work. Employees who qualify for the transportation subsidy must sign a Declaration of Eligibility Form and must immediately notify

Human Resources/Payroll in the event of a change in transportation arrangements. The benefit is added to the employee's pay.

17.02 Expenses

The Employer shall reimburse the employee, on presentation of receipts, for reasonable expenses necessarily incurred while performing approved duties, in accordance with the current Employee Policy Manual.

Employees may receive monetary advances on request when travelling, or incurring expenses, on Society business. Employees who receive monetary advances for Society expenses must submit receipts to document the expenses and return unspent monies.

Article 18 – Training and Development

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.

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.

18.02 Training and Conferences With Pay

An employee who, during his or her normal working hours, attends at any approved training courses and/or conferences related to the Employer shall continue to receive his or her 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 her/his discretion.

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 office. 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 Worksafe BC 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

No employee shall be disciplined for refusing work which she/he has reasonable cause to believe is unsafe, and where she/he acts in compliance with Sections 3.12 and 3.13 of the Worksafe BC Occupational Health & Safety Regulations.

19.04 Work Practices and Environment Concerns

Employees who have concerns that the work they are performing is significantly detrimental to the environment shall notify the Employer, the Union or any member of the joint Occupational Health, Safety and Environment Committee, so the matter maybe appropriately addressed in a timely fashion.

19.05 Repetitive Strain Injuries

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses that are work related.
- (b) The Joint Occupational Health, Safety and Environmental Committee responsibilities will include incident investigation for reported incidents, recommendation of safe work practices and the performance of regular worksite inspections to identify and make recommendations regarding risk factors that may contribute to repetitive strain injuries.
- (c) The Society agrees to provide statistical information related to the work performed which may have caused a work-related repetitive strain injury.

Article 20 – Savings Clause

If any article, section, paragraph, clause, or phrase of this Agreement shall, by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

Article 21 – Labor Management Meetings

Meetings between Employees and Management will not be unreasonable declined. If management or employees wish to have a meeting for the purpose of improving communication, seeking clarification, or studying any matter relevant to the interpretation or application of the Collective Agreement, a request shall be submitted in writing with a proposed agenda no less than five (5) working days prior to the proposed date of the meeting. In general, at least one (1) management representative from the Employer and one (1) representative from the bargaining unit (job steward and/or union rep) shall attend the meeting. Where appropriate, additional part/parties may attend with mutual consent of the Employer of the Union.

Anything the parties agree to with respect to interpretation or application of the Collective Agreement must be approved by the Union.

Article 22 – Monitoring

22.01 Notice of Monitoring

The Society agrees to advise employees of the monitoring and measuring capabilities of all job related equipment prior to its application.

22.02 Performance Monitoring

In situations where the existence of employee performance difficulties is evident, such that closer monitoring is required, the employee will be advised that such monitoring is to occur.

22.03 Monitoring Guidelines

The Society will not install monitoring equipment for reasons not related to the Society's business. The Society will advise employees of the location of all such equipment and the reason for such equipment. The Employer shall not normally and regularly use available technology to monitor employee performance generally.

22.04 Standards of Performance

The Society agrees to ensure that any standards of performance applied or goal setting must recognize employees as persons with dignity and equality, and that the standards of performance applied to employees are reasonable in the circumstances at the given time.

Article 23 – Respectful Workplace Provisions

23.01 No Discrimination

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, 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.

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.

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.

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 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 under this Article 23 must be initiated within six (6) months of the event(s) giving rise to the complaint.
- (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 or if the Executive Director 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 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.
- (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.

Article 24 – Employment Equity

24.01 Diversity and Equity

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 groups, to ensure that equal opportunity is afforded to all who seek employment at Ecojustice and all employees are treated equitably.

Article 25 – General Provisions

25.01 Indemnity

- (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 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 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 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 or the Society, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
 - (i) When the employee is first approached by any person or organization notifying her/him of intended legal action against her/him or the Society.
 - (ii) When the employee herself/himself 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 or the Society might be the object of legal action; or
- (v) When the employee receives notice of any legal proceedings of any nature or kind that involve the employee or the Society.

25.02 Collective Agreement Printing

The Union agrees to prepare, within thirty (30) days of the signing of the Collective Agreement, the text of said Agreement, any Appendices and Letters of Understanding and to provide each employee with a copy, and to provide the Employer with copies, provided the Employer pays the Union's cost of printing the Employer's copies.

Article 26 – Strikes and Lockouts

During the life of this Agreement the Union will not authorize any strike or walkout and the Society will not cause any lockout. Under this clause it will be no violation of the Agreement for employees to refuse to cross a legal picket line of a trade Union.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement at BC,
this 2 day of MAY, 2019.



Nathan Beausoleil
For MoveUP



Andrea Gutierrez
For Ecojustice Canada

Maggie Valenzuela
For MoveUP



Devon Page
For Ecojustice Canada

Zoran Komljenovic
For MoveUP

Appendix A

Wages

December 1, 2018 – 2.50%

December 1, 2019 – 2.0%

December 1, 2020 – 2.0%

Title	Dec 1, 2018 to – Nov 30, 2019	Dec 1, 2019 to Nov 30, 2020	Dec 1, 2020 to Nov 30, 2021
	2.50%	2.00%	2.00%
Accounting Assistant	\$42,572.52	\$43,423.97	\$44,292.45
Annual Giving Manager	\$64,752.79	\$66,047.84	\$67,368.80
Communications Specialist	\$52,018.75	\$53,059.13	\$54,120.31
Controller	\$65,793.32	\$67,109.19	\$68,451.37
Digital Engagement Associate	\$44,255.47	\$45,140.58	\$46,043.39
Digital Engagement Strategist	\$60,341.65	\$61,548.48	\$62,779.45
Donor Relations Associate I	\$40,315.65	\$41,121.96	\$41,944.40
Donor Relations Associate II*			
Donor Relations Manager	\$60,394.03	\$61,601.91	\$62,833.95
Grant Writer	\$52,796.73	\$53,852.66	\$54,929.71
IT Manager	\$68,976.86	\$70,356.40	\$71,763.53
Leadership Giving Officer**			
Legal Administrative Assistant I	\$45,045.43	\$45,946.34	\$46,865.27
Legal Administrative Assistant II	\$47,297.69	\$48,243.64	\$49,208.51
Mid-level Giving Officer	\$61,169.95	\$62,393.35	\$63,641.22
Philanthropy Associate I	\$40,878.71	\$41,696.28	\$42,530.21
Philanthropy Associate II*			
Payroll Officer	\$47,644.97	\$48,597.87	\$49,569.83
Planned Giving Officer	\$58,365.04	\$59,532.34	\$60,722.99

Appendix B

Group Insurance Plan

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

Benefits currently included in Group Insurance include: Dental, EHB with Vision Care (Including Assure Card for purchasing prescriptions), Life Insurance, AD&D Insurance and Long-term Disability coverage. Benefits for spouses and dependents include: Dental and EHB, and optional life insurance for spouses. 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.

Appendix B-2

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

- Waiting Period 120 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
- Home Nursing Care \$10,000 for a maximum of 12 months per condition
- In-Canada Prescription Drugs included
- Hearing Aids \$700 every 5 years
- Custom-fitted Orthopedic Shoes 1 pair each calendar year
- Custom-made Foot Orthotics \$200 each calendar year
- Myoelectric Arms \$10,000 per prosthesis
- External Breast Prosthesis 1 every 12 months
- Surgical Brassieres 2 every 12 months
- Mechanical or Hydraulic Patient Lifters \$2,000 per lifter once every 5 years
- Outdoor Wheelchair Ramps \$2,000 lifetime
- Blood-glucose Monitoring Machines 1 every 4 years
- Transcutaneous Nerve Stimulators \$700 lifetime
- Extremity Pumps for Lymphedema \$1,500 lifetime
- Custom-made Compression Hose \$250 each calendar year
- Wigs for Cancer Patients \$500 lifetime
- Paramedical Expense Maximums
- Acupuncturists \$500 each calendar year
- Chiropractors \$500 each calendar year
- Dieticians \$500 each calendar year
- Massage Therapists \$500 each calendar year
- Physiotherapists \$500 each calendar year

- Podiatrists/Chiropractors \$500 each calendar year
- Naturopaths \$500 each calendar year
- Osteopaths \$500 each calendar year
- Psychologists/Social Workers \$1500 each calendar year
- Speech Therapists \$500 each calendar year
- Lifetime Healthcare Maximum Unlimited
- Eyewear coverage up to \$500.00 every twenty-four (24) months

Visioncare Expense Maximums

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

Dental Benefit Summary

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

Calendar Year Deductible: Nil

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.