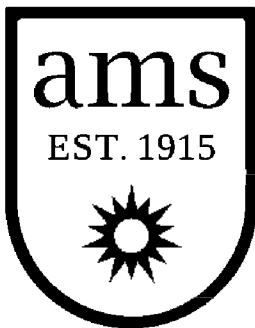


# COLLECTIVE AGREEMENT

Between



**AMS of UBC Sexual Assault  
Support Center (SASC)**

(hereinafter referred to the “Employer”)

And

***CUPE*** / *Canadian Union  
of Public Employees*

**LOCAL 1936-26**

(hereinafter referred to as the “Union”)

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

It is the purpose of both parties of this Agreement:

- 1.1 To maintain good relations between the Employer and the Union and provide settled and just conditions of employment;
- 1.2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- 1.3 To encourage and promote efficiency in operations;
- 1.4 To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.
- 1.5 To ensure effective and cost-efficient services are provided to the UBC community.

## **ARTICLE 2 – TERM OF AGREEMENT**

- 2.1 This Agreement shall be in effect from March 2, 2023 until March 1, 2027 and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of expiry of this Agreement, by written notice, to require the other party to the Agreement to commence bargaining.

## **ARTICLE 3 - UNION RECOGNITION**

### **3.1 Bargaining Agency**

- a) It is understood and agreed that the Union is the sole and exclusive bargaining authority for all employees of the Alma Mater Society of UBC (Sexual Assault Support Centre) employed at and from Room 3127 - 6133 University Boulevard, Vancouver, British Columbia, as outlined in the certification issued by the BC Labour Relations Board on February 23, 2018 except those excluded by the Code or by a decision of the Labour Relations Board.
- b) The Employer agrees not enter into any agreement with any employee or group of employees which conflicts with the terms and conditions of this agreement.

### **3.2 Union Membership**

All employees shall become members of the Union and shall remain members in good standing as a condition of employment, except those excluded by Section 3.1.

### **3.3 Work of the Bargaining Unit**

- a) No work which is customarily performed by employees in the bargaining unit which is covered by this Agreement shall be contracted out without prior negotiation with the Union.
- b) It is understood that some of the tasks of the Exempt staff shall overlap with bargaining unit work. However, the overlap of work shall not result in the elimination of bargaining unit positions or reduction of working hours.
- c) Should concerns be raised with respect to the existing overlap of CUPE 1936-26 and Exempt staff work, they will be the subject of discussion of the Labour Management Committee.
- d) New or temporary projects undertaken by the Employer shall first be discussed with the Union.
- e) .

### **3.4 Crossing of Picket Lines During Strike**

An employee covered by this Agreement shall have the right to refuse to cross a lawful picket line, refuse to do the work of lawfully striking or locked out employees, or refuse to handle goods from an Employer where a lawful strike or lockout is in effect. This refusal shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1** The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement.

Where a procedure, policy, rule or regulation established by the Employer conflicts with any provision contained in this Agreement, this Agreement shall take precedence.

## **ARTICLE 5 – LABOUR MANAGEMENT RELATIONS**

### **5.1 Union Dues**

All employees covered by this Collective Agreement shall pay Union dues and assessments levied by the Union Constitution and By-Laws. Deductions shall be made in accordance with the Employer's payroll practices, as amended from time-to-time at the sole discretion of the Employer, and remitted promptly to CUPE National, which will include a list of the names of employees from who dues were deducted and the amount of dues deducted.

### **5.2 Union Representatives**

- a) The Employer agrees to recognize Union Representatives(s) as the employee's representative(s) and will accord a hearing to the Union Representatives(s) for the settlement of disputes and grievances.
- b) The duties of the Union Representatives include, but are not limited to, the following:
  - (i) to bring concerns directly to the designated management representative of the AMS SASC.
  - (ii) Investigating complaints of an urgent matter.
  - (iii) Investigating grievances.
  - (iv) Assisting employees in preparing and presenting a grievance in accordance with the grievance procedure.
  - (v) Supervising ballot boxes and other related functions during ratification votes.
  - (vi) Attending meetings called by Management.
  - (vii) Accompanying an employee, at their request, at a meeting called by the Employer, where disciplinary action is anticipated.
  - (viii) Meeting with new employees as a group during the Orientation Program.
  - (ix) Acting as appointees to the Labour Management Committee.
  - (x) Upon an applicants request, a Union representative will act as an observer to sit on interview panels on a selection committee for posted positions within the bargaining unit.

### **5.3 Access to Work Site**

A representative of the Union shall be given reasonable access to enter the works site in the interest of the employees covered by this Agreement. The representative of the Union will provide the Employer as much advance notice as reasonably possible prior to entering the works site.

### **5.4 Access to Documents**

In the event of a complaint respecting an employee's pay, a representative of the Union shall have reasonable access to work schedules and/or pay records.

### **5.5 Labour Management Committee**

The parties to the Agreement agree to retain a joint Labour Management Committee that will meet as required to make recommendations to the parties on all matters of mutual interest. Meetings shall be held within thirty (30) days of a request by either party.

### **5.6 Interviewing Opportunity**

The Union President or designate shall be given thirty (30) minutes to provide newly hired employees a Union orientation. This orientation will take place during the initial training block when the newly hired employees are receiving their initial training and orientation from the Employer.

### **5.7 Union Bulletin Board**

A bulletin board shall be provided to the Union at the worksite for the posting of Union information such as, but not limited to, seniority lists, bulletins and meeting notices.

## **ARTICLE 6 – DISCRIMINATION AND HARASSMENT**

### **6.1 No Discrimination**

The Employer and the Union agree that every person working at SASC has the right to work in an environment free from sexual, racist, ableist, homophobic, transphobic and personal harassment. The parties will work jointly to support and implement education and prevention efforts to address harassment.

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, benefits or any other action by reason of the prohibited grounds set out in the Human Rights Code of British Columbia (currently race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, or because an employee has been convicted of a criminal or summary conviction offence that is unrelated to employment), or by reason of activity in the Union.

### **6.2 Sexual Harassment**

The parties agree to abide by the AMS Internal Policy of Sexual Violence as revised from time-to-time after consultation with a Joint Consultation Committee.

## **ARTICLE 7 – EMPLOYEE CATEGORIES**

### **7.1 Permanent Full-time Employees**

Permanent full-time employees are employees engaged on an ongoing basis who are scheduled to work between thirty-two (32) to thirty-seven and one-half (37.5) hours in a week. Permanent full-time employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically to temporary employees.

### **7.2 Permanent Part-time Employees**

A part-time employee is an employee hired to work regular hours or days on a continuing basis but who works less than thirty-two (32) hours in a week.

### **7.3 Temporary Employees**

An employee hired for a specified period not exceeding twelve (12) months, except when extended by mutual agreement between the Union and the Employer. A temporary employee attaining regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

Successful applicants who fill a temporary vacancy may apply for Article 11 (Employee Benefits) for which they are eligible, after three months in the temporary vacancy.

## **ARTICLE 8 – HOURS OF WORK, WORK SCHEDULES AND OVERTIME**

### **8.1 Regular Hours of Work**

The regular hours of work, including the length of the shift, start and stop times, and days off shall be established by the Employer to best meet operational requirements.

- (a) The regular operating hours of SASC is:

Monday to Friday, 9:00 am – 9:00 pm  
Saturday, Sunday and Statutory Holidays, 11:00 am – 7:00 pm.

It is understood that the regular operating hours of SASC may change due to the operational requirements from time to time.

### **8.2 Work Schedules**

- a) Support Team

With Employer approval, employees on the Support Team may express preference for their daily scheduled hours within the regular operating hours of SASC as identified in Article 8.1. and in accordance with the Employees' daily and weekly scheduled hours over an averaging period of two (2) weeks. In the event an employee needs to work outside of these days and/or hours, prior approval from the Employer is required.

It is encouraged that employees' workday consist of eight (8) consecutive hours, inclusive of the unpaid lunch break, but employees may choose to extend workdays not to exceed a total of ten (10) hours per day for the purposes of compressing their work week.

Daily overtime for employees working an extended workday shall commence after the completion of the scheduled extended shift.

Weekly overtime for employees working extended workdays shall commence after an employee works in excess of thirty seven and one half (37.5) weekly hours averaged over a two (2) week pay period.

An employee scheduled to work an extended workday and who has a day of absence, whether with or without pay, will be deemed to be absent for the actual scheduled extended hours, providing at least the agreed upon hours are required to complete the averaging period.

b) Education Team

With Employer approval, employees on the Education Team may self-schedule their daily scheduled hours within the regular operating hours of SASC as identified in Article 8.1. and in accordance with the Employees' daily and weekly scheduled hours. In the event an employee needs to work outside of these days and/or hours, prior approval from the Employer is required.

### **8.3 Change in Work Schedules**

If the employer requires a change to an employee's schedule, that the employee may not turn down, with less than 48 hours' notice, the employee will be paid a premium of 85¢ per hour for work performed on the first shift of the revised schedule.

### **8.4 Additional Hours**

Additional hours are defined as extra hours of work that may be available to employees that are in addition to their regularly scheduled hours.

Additional hours up to the allowable straight-time maximum will be offered to employees by seniority in the following sequential order:

- (i) full-time employees
- (ii) part-time employees

Additional hours will be compensated as per Appendix A (Wage Grid). Additional hours will be used to calculate all benefits of this Collective Agreement except as provided in Article 11 (Employee Benefits).

## **8.5 Overtime**

All time worked before or after the regularly established working hours of seven and one-half (7.5) per day or thirty-seven and a one-half (37.5) per week, shall be considered overtime and be paid for at time and one-half for the first two (2) hours and double the employee's hourly rate thereafter.

An employee who is required to work overtime will be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible. Employees are required to notify the employer as soon as possible of overtime worked, at the latest, by the end of the shift.

## **8.6 Overtime for Part-Time Employees:**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular working day, will be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, will be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates will apply to hours worked in excess of (a) or (b) above.

## **8.7 Overtime Bank and Lieu Time Scheduling**

Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

- a) Regular employees who work overtime may transfer to an overtime leave bank up to one hundred percent (100%) of the overtime hours earned to be taken as time off in lieu of wages.

- b) Overtime leave will be subject to essential departmental requirements and will not be unreasonably denied.
- c) Overtime leave 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.
- d) Upon termination of employment, the employee will be paid out for all unused overtime at the prevailing hourly rate.

## **8.8 Lunch Periods**

An unpaid lunch period of thirty (30) minutes will be provided after four hours of work. Employees will continue to be eligible for the AMS Meal Discount Program as per current practice, and subject to the Employer's continuance of that program.

## **8.9 Standby Provisions**

- (a) Employees who are required to be on standby will be paid one-half hour for every hour of standby time at straight-time rates.
- (b) The minimum standby requirement will be two (2) consecutive hours.
- (c) Should the Employer require an employee to have a pager, beeper, or a cellular phone available during their standby period, then all related expenses for such device will be the responsibility of the Employer.
- (d) Employees who called back to work, will be compensated for a minimum of two (2) hours at applicable overtime rates.

## ARTICLE 9 – GENERAL HOLIDAYS

### 9.1 List of General Holidays

- 1) The Employer recognizes the following paid holidays and any other days declared as holidays by the Provincial Government:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
	Natritional Day for Truth and Reconciliation
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 2) Permanent employees who wish to observe religious or other ethno-cultural days other than those referenced above, will work another holiday in lieu of that day off as mutually agreed by the Employer and Employee, and where such agreement cannot be reached, the Employer shall assign the day to be worked.

Employees will provide the alternative date(s) they are requesting by December 31 of the previous year. The Employer will not be required to incur overtime costs to facilitate this provision.

- 3)
  - a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to two (2) days' leave without pay per calendar year. Such leave will not be unreasonably withheld. Employees may use banked overtime, or vacation.
  - b) Employees will provide the Employer with the dates of the two (2) days for which leave will be requested. Employees will provide the alternative date(s) they are requesting by December 31 of the previous year.

### 9.2 Payment for General Holidays

#### Permanent Employees

- a) If a general holiday coincides with an employee's scheduled work day, the employee will receive the day off with their regular pay for the statutory holiday.

- b) If a general holiday coincides with the employee's scheduled day off, the employee shall receive one day of regular pay.
- c) Work shall not be performed by employees on the above mentioned holidays except in unforeseen circumstances. Work performed on such occasions will be paid for at the rate of one-and-one-half (1.5) the employee's regular rate in addition to another day off with pay.

### **9.3 Winter Break**

During the winter break, employees can choose to work their regular hours or take time off by using their vacation bank.

## ARTICLE 10 – ANNUAL VACATION

### 10.1 Vacation Entitlements

All employees shall be entitled to a vacation in accordance with the following schedule:

a) Full-time employees:

<u>Years of Service</u>	<u>Vacation</u>
Up to four (4) years	Six percent (6%)
After four (4) years	Eight percent (8%)
After seven (7) years	Ten percent (10%)
After eleven (11) years	Twelve percent (12%)

Upon completion of six (6) months' service in their first year of employment, a full-time employee shall be entitled to receive a paid vacation equivalent of the full-time employees' weekly scheduled hours which if taken, will be deducted from their total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.

b) Part-time employees:

<u>Years of Service</u>	<u>Vacation Pay</u>
Up to four (4) years	Six percent (6%)
After four (4) years	Eight percent (8%)
After seven (7) years	Ten percent (10%)
After eleven (11) years	Twelve percent (12%)

Part-time employees may elect to receive vacation pay on each pay cheque or to have their vacation pay banked to be paid out at the employees request.

### 10.2 Vacation Selection

- a) Senior employees shall be given preference in the selection of vacation periods, subject to operational requirements.
- b) Employees who wish to take their vacation in two (2) or more periods instead of one (1) period may do so subject to the following:

- i) Employees shall select their vacation periods in order of seniority as defined in this Agreement; however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period.
- ii) Similarly, those employees who have chosen to take their vacation in two (2) or more periods shall select the second (2<sup>nd</sup>) and subsequent periods in order of seniority.

#### **10.4 Vacation Banking**

Vacations must be taken during the calendar year in which it accrues. An employee may not carry over all or part of his or her vacation entitlement from year-to-year without written approval from the Employer.

### **ARTICLE 11 – EMPLOYEE BENEFITS**

#### **11.1 Premiums**

- (a) The Employer shall pay one-hundred percent (100%) of premiums for Employees who are eligible for benefits in accordance with the AMS Hourly Benefits Plan, Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability.
- (b) Employees who are not eligible for benefits in accordance with the AMS Hourly Benefits Plan or AMS Student Benefit Plan, as applicable and as each is modified from time-to-time, shall receive four percent (4%) of their regular basic earnings on each pay cheque in lieu of those insured benefits.

These employees may purchase the benefits if and to the extent permitted by AMS's benefit provider, by paying one hundred percent (100%) of the cost of so doing by payroll deduction.

#### **11.2 Benefit Education**

Both parties recognize the importance of the employees having a full understanding of the benefits available and their entitlement to those benefits. To assist in this education, the Employer undertakes to maintain a benefit pamphlet for employees.

### **11.3 Benefits**

- a) Eligibility for employees will be determined in accordance with the terms of the AMS Hourly Benefits Plan or AMS Student Benefit Plan. The parties acknowledge that currently hourly part-time employees are eligible to enroll in the AMS Hourly Benefits Plan on completion of a continuous six-month period of work.
- b) Determination of payment under Section 11.1 is not retroactive and is made when an employee would become eligible for participation in a benefit plan (eg. currently for part-time employees after completion of a continuous six-month period of work for the AMS Hourly Benefits Plan).
- c) Subject to the terms of the applicable benefit plan, employees previously qualified for benefits participation and who are laid-off and subsequently recalled shall be eligible to rejoin on the first day of the month following recall.

### **11.4 No Lesser Benefit**

The Employer agrees that employees covered under this Agreement shall not receive lesser benefits than those of same situated groups of AMS employees. By way of example, it is the Employer's intention to have its permanent part-time hourly paid AMS employees on the same benefit plan.

## **ARTICLE 12 – SENIORITY, LAYOFFS AND JOB SECURITY**

### **12.1 Definition**

Seniority is defined as the length of each employee's service in the bargaining unit after completing probation under Article 12.3. Employees working temporarily in an excluded position continue to accrue seniority for a maximum of twelve (12) months.

In the event of a tie, greater seniority will be granted to the employee who has completed their probationary period first.

Employees working in a temporary bargaining-unit position shall accrue seniority for all temporary work of more than ninety (90) days. Temporary seniority will be retained provided that there is no break in service exceeding twelve (12) months. Such seniority will only accrue for the time worked and will not include periods of layoff.

## **12.2 Seniority List**

The Employer shall maintain a Seniority List showing the current classification and the date upon which each employee's service commenced. An up-to-date Seniority List shall be sent to the Union and posted on the bulletin board as per Article 5.7 in June and January of each year.

## **12.3 Probation**

Notwithstanding anything in this Agreement, an employee, except temporary employee, shall be on probation for a period of sixty (60) working days or five hundred (500) hours whichever is greater, from the date of hiring by the Employer. This may be extended by mutual agreement between the Employer and Union to one hundred (100) working days or seven hundred (700) hours. Employees who are found to be unsuitable during their probationary period will not be retained in employment.

After completing the probationary period, a permanent employee will have a seniority date commencing from the first day actually worked in the permanent position.

## **12.4 Employer Obligations during Probationary Period**

- a) The Employer shall inform a probationary employee of the standards which they are expected to meet during the probation period; and shall also provide all appropriate training and familiarization necessary to assist the new employee to meet these standards.
- b) The Employer shall inform a probationary employee of any deficiencies in their performance and shall provide an opportunity for correction of the deficiencies, prior to the dismissal of the probationary employee.
- c) Either prior to, or upon expiration of, the probationary period or any extension of the probationary period, the Employer shall confirm the successful completion of probation by a new employee or otherwise dismiss the employee in accordance with the Article, or in the alternative, advise the employee of an extension.

## **12.5 Loss of Seniority**

Loss of seniority shall only result from the following:

- 1) Discharge for just cause, and where the employee is not reinstated;

- 2) The employee resigns in writing and does not withdraw within two (2) days;
- 3) Retirement;
- 4) Continuous absence for three (3) days without permission unless employee was absent for reasons beyond their control;
- 5) Continuous layoff for a period exceeding one (1) year.
- 6) They are permanently promoted to an excluded position and do not return to the bargaining unit within six months.

## **ARTICLE 13 – LAYOFF AND RECALL**

### **13.1 Layoffs**

In the event of a layoff, employees will receive at least two (2) weeks prior notice or pay in lieu thereof. Notice of layoff shall be in writing. Employees laid-off and placed on the recall list for one (1) year will retain and continue to accumulate seniority during the period of layoff.

### **13.2 No Reduction in Hours of Work**

There shall be no reduction in the work force without a corresponding reduction in the overall work volume required or a reduction of funding.

### **13.3 Order of Layoffs**

Employees shall be laid-off in reverse order of their seniority. When layoffs occur, the employee(s) occupying the position(s) affected shall have the right to accept the layoff, or be entitled to exercise their seniority to bump a less senior employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

### **13.4 Notice to Bump and Bumping Order**

After an employee is notified that they will be laid-off, the employee must notify the Employer within three (3) working days of their intent to exercise their right to bump. The employee shall receive the rate of pay for the position bumped into. After an employee is bumped, they in turn will be allowed to bump in the above stated manner and provisions until an employee is subsequently laid-off.

### **13.5 Recall**

When there is a vacancy during the period of layoff, employees shall be recalled in order of seniority. Recall shall occur as follows:

- The Employer will send to the employee an email at the employee's email address on file and shall telephone the employee at the employee's telephone number on file.
- Within three (3) business days of the email and telephone call being sent and made, respectively, the employee shall notify the Employer as to whether they will accept or waive the notice of recall. The employee is deemed notified upon the sending of the email.
- If an employee does not accept their recall, the recall will be offered to the next senior employee on layoff. However, in all cases, the most junior employee who is on layoff shall be obliged to accept the recall or lose their employment and permanently forfeit their position on the employee Seniority List.
- An employee who does not accept a recall will have no further right of recall until the next notice of recall.

### **13.6 No New Hires**

There shall be no new hires until all employees on layoff are recalled.

## **ARTICLE 14 – LEAVE OF ABSENCE**

### **14.1 Leave for Negotiations**

The Employer shall grant leave with pay to a maximum of two (2) employees who are elected to participate in negotiations. Wages shall be covered for the time spent at official negotiation sessions. No overtime will be paid.

### **14.2 Union Leave**

Subject to operational requirements, the Employer shall grant leave without pay to employees who are elected as representatives to attend Union Conventions, or for other Union business. Notice for such leave must be given to the Employer at least seven (7) days prior to the beginning of the leave.

### **14.3 Job Steward Leave**

Job Stewards shall have the right to investigate and process grievances and to perform other duties proper to their position during regular working hours, without loss of pay. Such duties shall not interfere with the regular duties of any position.

### **14.4 Seniority and Benefits on Union Leave**

Leaves granted under this Section shall not constitute a break in seniority. With respect to any leave of absence for Union business granted without pay, the Employer shall continue to pay each representative's regular wage and benefits and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for all benefit premiums, including CPP, EI and health taxes. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

### **14.5 Maternity, Parental and Adoption Leave**

Employees are entitled to apply for Maternity, Parental or Adoption leave in writing as provided for in the *British Columbia Employment Standards Act*.

### **14.6 Compassionate Care Leave**

Employees are entitled to apply for Compassionate Care Leave in writing as provided for in the *British Columbia Employment Standards Act*.

## 14.7 Bereavement Leave

- (a) Bereavement leave of absence of three days with pay will be granted to a regular employee for the purpose of grieving or attending a funeral, burial, or other ritual, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent, stepparent, foster parent, spouse, common-law spouse, child, stepchild, foster child, sibling, step-sibling, parent-in-law, grandparent, grandchild, legal guardian, ward and any person who lives with an employee as a member of the employee's family. Up to an additional two (2) days without loss of pay may be taken associated with travel for services outside of the Lower Mainland.

The above leave will apply to an employee's miscarriage or an employee's partner's miscarriage.

- (b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the compassionate bereavement period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (c) Such bereavement leave will be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits will be restored.
- (d) In the event of the death of the employee's friend, client they work with, co-worker or other relative of the employee will be entitled to bereavement leave without pay for up to one day for the purpose of attending the funeral or other ceremonial occasion.

## 14.8 Public Office Leave

An employee wishing to seek public office, or to be elected to any federally recognized Indigenous government body, including but not limited to First Nations Band Council, Indigenous Governments or Self-Governments, may request a leave of absence without pay. Any such request will not be unreasonably denied.

## 14.9 General Leave

An employee may request a leave of absence for a maximum of twelve (12) months without pay for any good and sufficient cause. Such leaves must be applied for at least thirty (30) days in advance of the beginning of the leave, and an answer must be received at least twenty-one (21) days prior to the beginning

date of the leave. Any such request will not be unreasonably withheld. Service for vacation entitlements does not accrue during a general leave of absence.

#### **14.10 Domestic and/or Sexual Violence Leave**

The employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the employer agrees that an employee who is the victim in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation directly affecting them or their immediate family living in their household.

An employee who is the victim of domestic violence/sexualized violence or abuse will be granted up to ten (10) days of paid leave per year. Employees may also request up to five (5) days of paid leave per year to provide support to immediate family members living in their household.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. Employees are also entitled to up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period. Seniority will continue to accrue during this leave.

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written consent.

The parties understand domestic/sexualized violence can affect all workers in a workplace and will work together to ensure all workers safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the entire staff. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

#### **14.11 Paid Sick Leave**

- a) All employees, whether regular or casual status, after ninety (90) consecutive days of employment shall be entitled to paid sick leave, in accordance with the Illness or Injury Leave provisions of the Employment Standards Act. The Act currently prescribes by Regulation up to five (5) days in each calendar year.

- b) Additional sick leave may follow for regular employees provided that the employee is regularly scheduled for at least twenty-eight (28) hours per week. The sick leave benefits in this Article will be adjusted to be inclusive of any period of leave taken in the paragraph above (ie. Sick credits earned will be reduced by any period of leave taken in each calendar year).

These regular employees who have completed their probationary period will accrue sick leave credits at the rate of one (1) sick day per month with full pay. Upon completion of their probationary period, an employee will be credited with sick leave back to the employee's starting date, although the employee would be entitled to paid sick leave in accordance with Article 14.11 a) above after ninety (90) consecutive days of employment.

- c) Such sick leave may be accumulated from month to month and from year to year. At time of termination the employee will receive payment for fifty (50%) of accumulated sick leave still outstanding at that time.
- d) In the event that a regular employee's sick bank is exhausted and the employee requires additional leave for medical reasons, the employee shall be eligible for unpaid sick leave. All benefits shall continue to accrue for the duration of the leave until the employee becomes eligible for long term disability.
- e) It is understood that employees may utilize banked sick leave to attend medical and dental appointments when necessary.

#### **14.12 Gender-Affirming Care Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to access physical or psychological trans-affirming care (including medical or non-medical procedures(s)) shall be granted a leave with pay for up to five (5) days per calendar year.

The employee will be entitled to provisions of other leaves as provided by Article 14 Leave of Absence including Paid Sick Leave.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee until 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.

Where appropriate, employees who provide a practitioner's note indicating they require more than thirty (30) days to recover from medical or non-medical gender affirming care, and are able to complete remote work shall be entitled to work from home as part of a graduated return to work plan.

## **ARTICLE 15 – PROMOTIONS AND JOB POSTINGS**

### **15.1 Job Postings**

When a permanent vacancy occurs or a new permanent position is created in the bargaining unit, the Employer shall notify the Union by e-mail or in writing to the President of the Union or their designate. Notice of the position will be e-mailed or posted at the work site and otherwise provided to each employee at their work email account. The Employer shall post vacancies for at least five (5) business days.

These postings will be in the Employer's standard format and will include position title, reporting relationship, position responsibilities, qualifications and experience required, normal working hours and/or unique working hours if applicable, and the closing date for applications. The posting will include the fact that the position is included in the CUPE Local 1936-26 bargaining unit.

### **15.2 Selection Criteria**

In filling vacancies, the determining factors will be ability, performance, relevant qualifications and seniority. These four factors will be given equal weight. Where the factors are relatively equal, seniority will be the determining factor.

When filling posted vacancies under this Article, the Employer will give first preference to current bargaining unit employees. For Educator 1 positions, preference will be given to UBC students.

### **15.3 Trial Period**

All successful applicants for a posted permanent position shall be considered to be on a trial period of up to forty (40) working days in the new position, a working day being where the employee works the lesser of: [a] at least for four hours; and [b] a complete shift. If the employee fails to demonstrate the ability to perform the job or, if the employee determines that they are unable to perform the work, they shall be returned to their former position without loss of seniority. Any employee affected by this reversion shall also revert to their former position.

### **15.4 Orientation**

Each employee shall be given adequate time for orientation upon having been promoted or transferred to a position new to that employee.

### **15.5 Temporary Positions**

- a) The Employer agrees to post temporary positions of any duration longer than three (3) months.
- b) The Employer will advise the Union in the event it becomes necessary to fill a temporary position for a period longer than three (3) months.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

### **16.1 Definition**

“Grievance” means any difference between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including whether any such matter is arbitral. Any claims by the parties pertaining to a violation of the Human Rights Act, or the Employment Standards Act, or any other Labour Relations Legislation may be the subject of a grievance, which shall be processed in accordance with the Grievance Procedure. For the purpose of this Section, “Officer of the Union” shall include any elected Officer of the Local Union, Representative or Shop Steward recognized by the Local Union.

### **16.2 Procedure**

Either party may initiate a grievance. If a grievance is not settled at the first (1<sup>st</sup>) step of the procedure, then the grieving party shall have the alternative to either abandon it or proceed to the next step within the time limits set out in each stage.

#### **Informal Step**

As an informal step, the employee is encouraged to make an earnest effort to resolve their issue directly with the management person to whom the employee reports. At the employee’s option, the employee may be accompanied by the Job Steward.

#### **i) Step One**

The Union, may within ten (10) working days of the circumstance(s) giving rise to the issue, present a written grievance to the SASC Manager or designate, copied to the HR Manager. The answer to the grievance must be given in writing within ten (10) working days of the meeting held to discuss the grievance at the first (1<sup>st</sup>) step.

**ii) Step Two**

If the grievance is unresolved at the first (1<sup>st</sup>) step, then within ten (10) working days of receipt of an answer then the grievance will be referred to the HR Manager or designate (not to be the same designate as Step 1). The answer to the grievance must be given in writing within ten (10) working days of the meeting held to discuss the grievance at the second (2<sup>nd</sup>) step.

**iii) Step Three/Arbitration**

If the parties are unable to agree at the second (2<sup>nd</sup>) step, then within ten (10) working days of receipt of an answer, the Union shall notify the Employer in writing of its intention to take the grievance to Arbitration.

**16.3 Arbitration**

The parties of the Agreement shall attempt to agree on naming a Single Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator shall proceed as soon as practical to examine the grievance and render judgement. The decision of the Arbitrator shall be final and binding on the parties and upon any employee affected by it.

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator. Expenses will include any disbursements incurred by the Arbitrators during their proceedings.

**16.4 Time Limits**

It is understood that any of the time limits referred to in Article 17 are mandatory and only may be extended by prior written mutual agreement between the Union and the Employer.

**ARTICLE 17 – COMPENSATION AND CLASSIFICATION**

**17.1 Schedule “A”**

The classification and wage rates for the effective period of this Agreement shall be those attached in Schedule “A”.

**17.2 New Classification**

When a new classification is to be established which cannot be properly placed into the existing wage scale by mutual agreement, the Employer will establish the classification and wage rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the Union. If fourteen (14) calendar days after the notification, the Employer and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to Arbitration.

### **17.3 Re-Classification**

The Employer will provide notice to the Steward and CUPE Local 1936-26 Union office of material changes in job duties or re-classification of existing positions in the event that the Union disagrees with the re-classification and/or wages, such matters may be referred to the grievance and arbitration procedures as defined in Article 17 of this Agreement.

### **17.4 Acting Capacity**

Employees who are required to fill in an acting capacity for a higher rated position shall be paid at the rate of the position for each full day they are in that acting capacity.

### **17.5 Pay Days**

The employer shall pay salaries and wages in accordance with payroll practices of the Employer in accordance with Schedule "A" attached hereto and forming part of this agreement.

### **17.6 Job Descriptions**

During the life of this Collective Agreement, the Employer shall maintain updated job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions.

## **ARTICLE 18 – DISCIPLINE AND EMPLOYEE’S FILE**

### **18.1 Progressive Discipline**

Disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.

### **18.2 Access to Records**

- 1) An employee shall have access to their personnel file in accordance with applicable privacy legislation.
- 2) An employee and the Union shall be provided with a copy of all disciplinary letters at the time of filing.
- 3) Should an employee dispute any entry or document in their personnel file, they shall be entitled to submit a written statement noting their dispute which will be placed on their file as well.
- 4) An employee and the Union, upon request, shall be entitled to receive a copy of any documentation, contained within their file redacted as required.

### **18.3 Removal of Negative Material**

Where there is a record of negative material on an employee’s personnel file, the Employer agrees to remove each record if there has been no further related incident eighteen (18) months from the date filed.

### **18.4 Right to Have a Union Representative Present**

- 1) An employee will have the right to have a steward present at any interview which may lead to the possibility of discipline. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will notify the employee in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause will not apply to those interviews that are of an operational nature and do not involve disciplinary action.
- 2) During an investigation which may lead to any possibility of discipline, the Employer will provide the Union/steward and the employee who is the subject of the investigation with the relevant particulars related to the matter under investigation.

- 3) A steward who is subject to any interview with supervisory personnel which might be the basis of disciplinary action, will have the right to consult with a staff representative of the Union and to have a local union representative provided that this does not result in an undue delay of the interview.
- 4) An employee has the right to select the steward they wish to represent them providing that this does not result in an undue delay.

## **18.5 Workplace Surveillance**

Surveillance cameras shall be used to monitor and record activity in AMS buildings and areas solely for the purpose of safety and security. It is not the Employer's intent to rely on surveillance footage for disciplinary or performance measurement purposes, but the parties recognize that this footage may be incidental to such measures. If the Employer determines there may be a basis for discipline, they will notify the Union President or their designate and provide a copy of such footage and offer the Union President or designate an opportunity to independently review the evidence.

## **ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY**

### **19.1 Occupational Health and Safety Committee**

The Union and the Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety. There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

### **19.2 Joint Occupational Health and Safety Committee**

The parties acknowledge that the AMS Joint Occupational Health and Safety Committee is in operation. SASC bargaining unit members are at liberty to participate in this committee in accordance with the procedures of this committee without loss of pay.

Minutes of all Health and Safety Committee meetings shall be kept; and copies of such minutes shall be posted on the AMS Health and Safety bulletin board.

### **19.3 Counselling and Mental Health Benefit**

To support the mental wellbeing of SASC employees, the Employer agrees to reimburse two hundred and fifty (\$250) dollars per month, towards mental health and wellness practices such as counselling sessions with a registered clinical counsellor/psychologist or registered social worker, meditation, physical wellness and/or other wellness practices agreed upon by the employee and manager. The employee must submit receipts for reimbursement within sixty (60) days.

The employees will be provided up to three (3) hours with pay per month to attend any of the above listed sessions. This time may also be used for personal reasons.

This benefit may be accumulated or carried over from one month to the next up to the maximum of 20 total hours.

### **19.4 Computer Safety**

Employees may request reasonable, safe, ergonomically correct equipment for operating video display terminals and computer workstations when the health and/or safety of the employee could be affected. Such request shall be submitted to the Health and Safety Committee.

### **19.5 Unsafe Work**

Information Appendix B – Unsafe Work will be posted on safety and health boards in all worksites, and electronic boards if available, or otherwise agreed to by the Committee

## **ARTICLE 20 – TRAINING AND EDUCATION**

### **20.1 Education**

Where the Employer requests or requires an employee to take courses, the Employer shall pay the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. In the event the course is located out of town, reasonable travel and per diem costs related to the course will be reimbursed as per the employer's standard business expense policy as revised from time-to-time. The Employer will pay the employee's wages for time spent at the course, but not for travel time.

## SCHEDULE "A"

Effective March 2, 2023:

POSTIONS	START RATE	AFTER 1 YEAR	AFTER 2 YEARS
Educator 1	\$21.00	\$21.53	\$22.06
Educator 2	\$25.00	\$25.63	\$26.27
Support Worker	\$26.74	\$27.54	\$28.65

- Effective the first full pay period following March 2, 2024 – 2.0% increase.
- Effective the first full pay period following March 2, 2025 – 3.0% increase, plus up to another 1.0% if the COLA clause \*\* as set out below is triggered.
- Effective the first full pay period following March 2, 2026 – 3.0% increase, plus up to another 1.5% if the COLA clause \*\* as set out below is triggered.

\*\* Cost of Living Adjustments (COLA):

### Definitions

"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.

"Cost of Living Adjustment" or "COLA" means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The "annualized average of BC CPI over twelve months" (AABC CPI) means the Latest 12-month Average Index % Change reported by BC Stats in February for British Columbia for the twelve months starting at the beginning of February in the preceding year and concluding at the end of the following January.

The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average Index % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-February contain the applicable figure for the 12-months concluding at the end of January. The percentage change reported by

BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point.

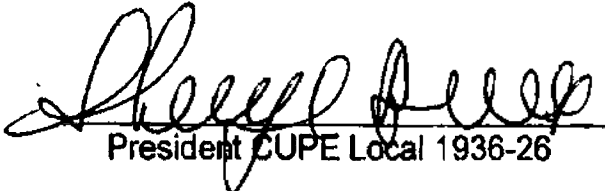
COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after March 2, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Appendix A.


AGREED to this 5 day of OCTOBER, 2023 at Vancouver, B.C.

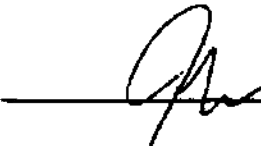
SIGNED ON BEHALF OF THE UNION  
CUPE LOCAL 1936-26

SIGNED ON BEHALF OF THE EMPLOYER  
AMS of UBC Sexual Assault Support Centre

  
President CUPE Local 1936-26

  
Esmé Decker, AMS President  
The Employer

  
Val Hathiramani  
SASC Shop Steward

  
JUSTIN LIEU, MANAGING DIRECTOR

## **INFORMATION APPENDIX B**

### **Unsafe Work**

The Following has been Appended to the Collective Agreement for Information Purposes only

Sections 3.12 and 3.13 of the Occupational Health and Safety Regulation, Workers Compensation Act

#### **3.12 Procedure for Refusal**

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Subsection (1) must immediately report the circumstances of the unsafe condition to their supervisor or Employer.
- (3) A supervisor or Employer receiving a report made under Subsection (2) must immediately investigate the matter and
  - (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in their opinion the report is not valid, must inform the person who made the report.
- (4) If the procedure under Subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of:
  - (i) a worker member of the joint committee,
  - (ii) a worker who is selected by a trade union representing the worker, or
  - (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.