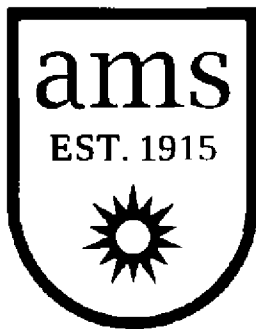


COLLECTIVE AGREEMENT

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 until March 1, 2023 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.

All provisions of the Collective Agreement are effective May 1, 2019 or on the dates expressly agreed to, as applicable.

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) Neither the Employer, nor any employee covered by this Agreement will enter into a separate agreement as to working conditions exclusive to this Agreement, except as negotiated between the parties to 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 (Manager and Coordinators) 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.

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 or 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. Failure to cross a lawful picket line or to perform the work of lawfully striking or locked out employees or to handle goods from an Employer where a lawful strike or lockout is in effect by a member of this Union 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.

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.

5.8 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 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 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. 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-five (35) hours in a week. These employees shall be covered by this Agreement, except as follows:

- a) Statutory holidays, vacation, and other perquisites and benefits linked to wage rate or hours of work are paid on a pro-rated basis.

- b) Any entitlement to participate in a health and welfare benefit plan is in accordance with the terms of that plan.

7.3 Temporary Employees

An employee hired for a specified period not exceeding the academic year, 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.

7.4 Casual Employees

A casual employee is one who is called into work occasionally, usually on a "call" basis for relief purposes, but who does not work a regular schedule or does so only for a specified time.

ARTICLE 8 – HOURS OF WORK 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.

The regular hours of work for a permanent full-time employee will be identified in the job posting and will be thirty-five (35) hours a week.

8.2 Overtime

All time worked before or after the regularly established working hours of seven and one-half (7 ½) per day or thirty-seven and a half (37.5) per week, shall be considered overtime and be paid for at time and one-half for the first four hours and double the employee's hourly rate thereafter.

8.3 Overtime Bank and Lieu Time Scheduling

Employees who work overtime may request time off or be requested to take 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.

8.4 Scheduling Overtime

Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

8.5 Rest Periods

One fifteen (15) minute paid rest period will be provided for each four hours of work.

8.6 Lunch Periods

An unpaid lunch period of one (1) hour 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.

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
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

Employees who have completed the service requirements listed below shall be granted vacation pay as follows:

<u>Years of Service</u>	<u>Vacation Pay</u>
Up to one (1) year	Four percent (4%)
After one (1) year	Six percent (6%)
After four (4) years	Eight percent (8%)
After seven (7) years	Ten percent (10%)
After eleven (11) years	Twelve percent (12%)

10.2 Payment of Vacation

Employees may elect to receive vacation pay on each pay cheque or to have their vacation pay banked.

10.3 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 (2nd) 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 Definitions

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 13.3. Credit shall be given for all continuous service prior to certification of the bargaining unit.

Employees working temporarily in an excluded position continue to accrue seniority for a maximum of twelve (12) months.

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 5.9 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 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.

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

An employee who is previously scheduled to work shall be granted bereavement leave without loss of pay for a period of three (3) working days (the days need not be consecutive) in the following events:

- 1) In the case of death of the employee's spouse, including common-law spouse and same sex partner, child, stepchild, brother, sister, parent, parent-in-law, foster child, ward, grandparent or indigenous elder;
- 2) In the case of death of any other relative if living in the employee's household.

Additional leave will not be unreasonably denied, but will be without pay.

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.

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 and then preference 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 an employer of the Union 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 (1st) 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 the grievance 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 employee, accompanied by their Shop Steward or Union Representative, may within ten (10) working days of the circumstance(s) giving rise to the grievance, 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 (1st) step.

ii) Step Two

If the grievance is unresolved at the first (1st) 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 (2nd) step.

iii) Step Three/Arbitration

If the parties are unable to agree at the second (2nd) 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 will have the right to consult with a staff representative of the Union and to have a local union representative present at any interview with supervisory personnel which might be the basis of disciplinary action against the steward, providing 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.

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 counselling sessions with a registered clinical counsellor/psychologist or registered social worker, yoga classes, mediation and/or swimming. The employee must submit receipts for reimbursement within thirty (30) days.

The employees will be provided up to two (2) hours with pay per month to attend any of the above listed sessions,

This benefit cannot be accumulated or carried over from one month to the next.

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.

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"

**Increase of four percent (4%) in year one;
Two percent (2%) in each of years two and three; and
Three percent (3%) in year four.**

Year one starts May 1, 2019. Each subsequent year starts on May 1 of that year.

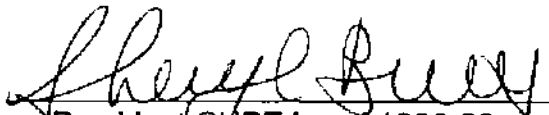
Position and wage rate chart:

Positions	Year 1	Year 2	Year 3	Year 4
Outreach Worker 1	\$17.68	\$18.03	\$18.39	\$18.94
Outreach Worker 2	\$17.68	\$18.03	\$18.39	\$18.94
Support Worker 1	\$20.80	\$21.22	\$21.64	\$22.29
Support Worker 2	\$20.80	\$21.22	\$21.64	\$22.29
Support Worker 3	\$20.80	\$21.22	\$21.64	\$22.29
Support Worker 4	\$20.80	\$21.22	\$21.64	\$22.29

AGREED to this 22nd day of October, 2019 at Vancouver, B.C.

SIGNED ON BEHALF OF THE UNION
CUPE LOCAL 1936-26

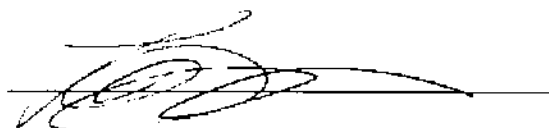
SIGNED ON BEHALF OF THE EMPLOYER
AMS of UBC Sexual Assault Support Centre

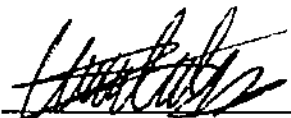


President CUPE Local 1936-26

 *KEITH HESTER.*

The Employer



 *Chris Halcim*
