MEMORANDUM OF AGREEMENT

BETWEEN:

Salal Sexual Violence Support Centre

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from May 1, 2021, through April 30, 2024 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from May 1, 2024, to April 30, 2027 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from May 1, 2024, unless specifically stated otherwise.

- 5. All Items not addressed herein will be considered withdrawn on a without prejudice basis.
- 6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
- 7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
- 8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Euraby B.C. this 29 day of _	<u>April</u> , 2025
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Anna Marie M. Parayno	
Ellie Hughes	
FOR THE EMPLOYER	
Dos Wang	
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Rhian Oldale FOR THE UNION	

APPENDIX "A"

Attach all sign off as Appendix A



Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 01	НК	Housekeeping	

HOUSEKEEPING

- Change "WAVAW" to "Salal Sexual Violence Support Centre Society"
- Change "Collective Agreement" to "Agreement"
- Change "Paragraph" "Clause" "Section" to "Article"
- Adjust the numbers of articles to accommodate changes or additions where appropriate
- Italicize Laws and Legislation references e.g. Human Rights Code, Labour Relations Code
- Change "society" to "Employer"
- All numerical references should be spelled out followed by the number(s) in brackets. e.g. Ninety-two (92)
- Change "his/her" to "employee" or "they/their"
- Add new workplace address

The Union proposes that the Parties agree to work collaboratively to address any grammatical, typographical or structural discrepancies in the production of the Agreement.

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Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 02	4.01	Amend	

4.01 Union Recognition and Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of WAVAW Rape Crisis Centre Salal Sexual Violence Support Centre (previously known as WAVAW Rape Crisis Centre), as described in a Certification issued to the Union on April 19, 2018.

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Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP 03	5.07	Amend	

5.07 Bulletin Boards

The Employer shall provide a <u>physical and virtual</u> bulletin board for the exclusive use of the Union at each workplace. Such bulletin boards shall be used by the Union to post official Union communications.

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Number	Affected Article/MOU	Date:	Time:
EP#2	Article 8.01	Amend	

ARTICLE 8 - EMPLOYEE CATEGORIES

8.01 Employee Definitions

a) Probationary Employee

A probationary employee is an employee who has not successfully completed probation under Article 13.01.

b) Regular Full-Time Employee

Regular full-time employees are employees engaged on a permanent ongoing basis working thirty-five (35) hours per week. These employees are entitled to all benefits outlined in this collective agreement.

c) Regular Part-Time Employee

Regular part-time employees are employees engaged on a permanent ongoing basis working less than full-time hours (35 hours per week). A regular part-time employee is entitled to all benefits of this agreement.

d) Term Certain Employee

A term certain employee is an employee hired by WAVAW Salal for an established period of employment (i.e. an employment period with a starting date and an ending date) that is established by funding or coverage of a leave and is no greater than one (1) year. These terms of one (1) year may not be extended without prior agreement between the Union and the Employer. The Employer may extend term certain employment with prior agreement with the Union, in situations where the term certain employment is beyond one (1) year,

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The following are examples of fixed-term term certain employees:

- i) employees hired to replace regular and/or term certain employees who are absent due to sick leave, pregnancy or parental leave, or other approved leaves of absence;
- ii) employees hired to fulfill special funding requirements;

Term certain employees are entitled to all rights and benefits as regular full-time employees during their term of employment. Term certain employees shall earn seniority.

If a term certain employee becomes a regular full-time employee, with no longer than a thirty (30) working days break in service, the employee will be credited with seniority back to the start date of their term certain employment.

e) Casual Employees

An employee hired on an as-and-when required basis to cover absences of a regular employee for a specific period or periods of work in connection with a specific project, work overload and seasonal peaks. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer In the same or related job.

Casual employees shall be covered by all of the terms and conditions of this Agreement except those Articles which with apply to Articles: 13 – Probationary Employees; 17 – Training and Education; 19 – Layoff, Recall and Severance; 20 – Benefits; 23 – Overtime (shall be paid on each cheque and not banked); 24 – Vacations; and any Articles which indicate regular employees.

Casual employees will be paid out for any wages, straight time, and overtime, as well as any other payments due to the employee, along with a Record of Employment within one (1) week of the last day the employee works.

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A Casual employee will only be utilized for of absences less than six (6) months. If the Employer continues to utilize a casual employee beyond six (6) months, this employee will be considered a Term Certain Employee and will receive all rights and entitlements as outlined in the Collective Agreement.

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Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

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UP 04	11.02(d)	Amend	

11.02 Right to Grieve Other Disciplinary Action

- a) Disciplinary action grievable by the employee will include written censures, letters of reprimand and adverse reports or employee appraisals.
- b) An employee will be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.
- c) Should an employee dispute any such entry in their file, they will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.
- d) Any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 14 (fourteen) twelve (12) months from the date it was issued provided there has not been a further infraction.
- e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

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Number	Affected Article/MOU	Date: April 23, 2025	Time:
EP# 4	12.02	Salal has moved to using Bamboo HR for a more seamless employee experience. All performance reviews are done through Bamboo HR.	

12.02 Performance Evaluations

- a) Written performance assessments shall be used by the Employer as a means of assisting in the training and development, reflection and celebration of employees or and to bring to the employee's attention areas that may require improvement.
- b) Where a formal evaluation of an employee's performance is carried out, the employee will be given sufficient opportunity—after the interview—to read and review the evaluation. Whenever practical, evaluation interviews will take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at the appropriate rate of pay.
- c) The form will provide for the employee's signature in two places, one indicating that the employee has read and acknowledges the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee will sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation.

The performance evaluation will be carried out through the HRIS platform, utilizing built-in performance management features. Should disagreement arise from the performance evaluation, the disagreements will be noted in a supervision document initiated through a meeting requested with their Manager. Such a request shall not be denied. These meetings will be documented for the purpose of having both parties heard through the process.

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Employees may request a review meeting, or the removal or amendment, of any comments in the evaluation which they feel is irrelevant to their employment, or which would be prejudicial to them in an employment decision. Should there not be a resolution to the disagreement, a mediation will be arranged through a labour management meeting where both the union and Executive Director will be present. Such review shall not be evidence of agreement or disagreement with the evaluation.

d) An employee will receive a signed copy of this evaluation report at the time of completion signing, within the HRIS platform. An employee evaluation will not be changed after the evaluation meeting an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.

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Number	Affected Article/MOU	Date:	Time:
EP#5	Article 13		cification on Probationary Employees ors. Also added language for extension giod

ARTICLE 13 - PROBATIONARY EMPLOYEES

13.01 Probation Period

- a) A-new—An employee shall be considered on probation for six months from the date of hire.
- Should an employee be required to take a leave of absence for more than two (2) weeks during their probationary period, the time away will not be counted towards their probationary period. Upon return, the employee's probationary period will be extended by the total amount of time the employee was away.

13.02 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 orientation 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) The employer will conduct at least one (1) performance evaluation during the probationary period. The review will consider factors such as:
 - o attendance
 - o punctuality
 - completing tasks
 - Adhering to the expectations outlined in their job description
 - o creating a safe and positive work environment
 - o developing sustainable wellness plans for themselves to be able to support survivors; and
 - o other performance issues that could reasonably be expected to affect work performance.

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At the evaluation, the manager will make the employee aware of needed improvements in performance or behaviour, the timeline for improvement to be demonstrated, and the consequences of unsatisfactory performance or behaviour.

- d) 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 this Article.
- e) Beyond 13.01(b) and where the employer deems it necessary, the probationary period may be extended up to a maximum of two (2) additional months, with prior mutual agreement from the Union, to allow the employee to demonstrate improvements.

13.03 Dismissal of Probationers

- The Employer may reject a probationary employee for just and reasonable cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Article 11.01 (Dismissal and Suspension) of this agreement. The test of just cause for rejection will be a test of sultability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- b) A probationary employee shall have access to the grievance and arbitration procedures contained in this Agreement.



Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

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Number	Affected Article/MOU	Date: January 13, 2025	Time:
UP 06	15.02(c)	Amend	

15.02 Job Descriptions

- a) The Employer agrees to provide a job description that clearly and specifically shall describe the basic responsibilities of each of the classifications established in this Agreement. Such descriptions, when developed, or changed, shall be forwarded to the Union.
- b) An employee required by the Employer to perform work temporarily in a higher job classification other than their normal classification, for more than (35) thirty-five hours shall be paid the higher classification rate for all hours worked.
- c) An employee required by the Employer to perform work temporarily in an excluded Managerial classification than their normal classification, for more than two (2) weeks shall be paid acting pay at the MB Step 1 Manager rate of \$33.30 fourty one dollars and eighty seven cents (\$41.87) for the time worked. Any wage increases will also be included in this acting pay.

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Salai Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

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Number	Affected Article/MOU	Date: February 6, 2025	Time:
UP 07	16.02	Amend	

16.02 Joint Occupational Health and Safety Committee

A Joint-Union/Employer Joint Occupational Health and Safety Committee shall be established. It shall be composed of two (2) representatives named by the Union_and two (2) representatives named by the Employer. One representative from each side shall serve as co-chairs. The Employer will provide the Committee with a person to be the recording secretary. The recording secretary will be responsible for the minutes and will not have a voice or vote on the Committee.

The Health and Safety Committee shall meet regularly at least once each month. In addition, the Committee shall hold meetings, upon mutual agreement of the Union and the Employer, to deal with unsafe, hazardous, or dangerous conditions. Meetings shall be scheduled during normal hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, jobsite inspections or accident/incident investigations.

Minutes of all Health and Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board, and a copy shall be posted on the Union bulletin board. All recommendations and requests from the joint Health and Safety Committee shall be followed up by the co-chairs, who shall report thereon to the Committee.

The Union representatives on the Health and Safety Committee shall be entitled to five (5) days paid Educational Leave <u>per year</u>, to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters.

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Number	Affected Article/MOU	Date: Apail 11 25 March 13, 2025	7:06 Pm.	
EP 17	Article 18	Updated travel per diem and travel to and from work due to hybrid work environment		

ARTICLE 18 - TRAVELING ALLOWANCES AND LIVING EXPENSES

18.01 Travelling Allowances

- a) An employee required by the Employer to travel by air will travel economy fare and will have their travel arranged through the Employer.
- b) An employee required by the Employer to travel to a location where an overnight stay is necessitated, will not be required to book, or pay for any accommodation. The booking and payment for such accommodation shall be the responsibility of the Employer unless otherwise agreed to by the affected employee. Where arrangements are made between an employee and the Employer, the affected employee shall be fully reimbursed by the Employer. Where the employee so requests, the Employer shall book, and pay for, single occupancy accommodation.

18.02 Living Expenses

a) An employee required by the Employer to travel to a location, where an overnight stay is required, shall be entitled to reimbursement for up to eighty-five (\$85) -fifty (\$50.00) dollars for meals for each full day of travel if receipts are provided based on the following guidelines:

i)	Breakfast	Ten <u>Fifteen</u> dollars (\$10.00) (\$15.00)
ii)	lunch	Fifteen Twenty-five dollars (\$15.00) (\$25.00)
iii)	dinner	Twenty Forty-five dollars (\$25.00) (\$45.00)

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- b) An Employee required to travel in accordance with Clause 18.01(b) above shall also be reimbursed for un-receipted incidental expenses, exclusive of meal allowances, to a maximum of fifteen dollars (\$15.00) per day.
- c) Where an employee is required to meet with a survivor outside the Salal headquarters, and where a meal, snack, or sundry item is requested by the survivor, the employee is permitted to expense up to a maximum of twenty dollars (\$20.00) for such items, in accordance with the reimbursement procedures outlined in article 18.04(c).

18.03 Travel Time

Each employee will have an originating location where an employee works from, which may include WAVAW's head office or off-site locations Salai's headquarters, a pre-approved remote location, or the employee's home. All time spent traveling by employees, by any means of travel, in the course of their employment during their regularly scheduled hours of work, shall be deemed to be time worked for all purposes under this Agreement and shall be paid for by the Employer as follows:

- a) the employee's regular rate of pay for the first eight and three quarters (8.75) hours in a day; and
- b) one and one-half times (1.5 x) the employee's regular rate of pay in excess of ten (10) hours in a day.

Save and except that the time spent by an employee, on their standard working days, traveling directly between the work site Salal headquarters and the employee's home. Time spent relocating between Salal's headquarters and the employee's home during scheduled work hours, if by choice of the employee, will not be considered work-related travel, and will not be considered as work time.

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18.04 Mileage & Parking Reimbursement

- a) <u>Eligibility for Reimbursement</u>
 - i) <u>Employees required to use their personal vehicles for work-related duties</u> shall be reimbursed for mileage and parking expenses.
 - ii) <u>Mileage and parking reimbursement applies to travel for work-related</u> purposes, including, but not limited to:
 - Attending off-site meetings or training sessions,
 - Running errands explicitly approved by the Employer
- b) Reimbursement Rate

The mileage reimbursement rate shall be \$0.72 per kilometer, in accordance with federal guidelines. This rate shall be reviewed annually and adjusted as necessary to reflect changes in government recommendations or inflation.

- c) Claiming Reimbursement
 - i. Employees must submit mileage and parking claims including receipts for parking and other items covered under this article, using the approved reimbursement and mileage tracking forms and providing the following details:
 - Date of travel
 - Starting and ending locations
 - Purpose of the trip
 - Total distance traveled (in kilometers/miles)
 - ii) Claims must be submitted within 30 days of the travel date. Late submissions or a lack of receipt may result in delayed or denied reimbursement.
- d) <u>Limitations and Conditions</u>
- Employees are not required to drive or have access to their own vehicles at Salai. Should a staff member be required through their work to attend locations outside of Salai's headquarters they will be offered bus tickets, taxi account access or ride sharing options with co-workers.

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- ii) Mileage for all work-related trips will be calculated based on the distance travelled from the originating location and ending location.
- iii) For safety purposes, employees are not permitted to drive survivors in their own vehicles and are to adhere to the provisions outlined in the Salal Human Resources Policies and Procedures, Chapter 6 Occupational Health and Safety.

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Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

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Numbe	Affected Article/MOU	Date: February 18, 2025	Time:
UP 10	19.04	Amend	

19.04 Notice of Displacement or Layoff to Affected Employees

In the event that any employees are subject to displacement or layoff, the Employer shall provide these employees with prior a minimum of fourteen (14) calendar days' written notice, or pay in lieu of such notice, in accordance with the following:

- minimum two (2) weeks for up to twelve (12) months
- three (3) weeks after twenty-four (24) months and for each one (1) year of continuous service in excess of two (2) years, one (1) additional week to a total maximum of eight (8) weeks.
- minimum one (1) weeks' regular pay after three (3) months of employment;
- two (2) weeks' regular pay after six (6) months of employment;
- three (3) weeks regular pay after (12) months of employment
- four (4) weeks' regular pay after twenty-four (24) months of employment; and one (1) additional week of regular pay, for each anniversary of continuous service in excess of twenty-four (24) months, up to a maximum of eight (8) weeks' regular pay.

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Number	Affected Article/MOU	Date:	Time:		
EP#7	Article 19.11	Amend – Aligning benefits provisions to how the benefits program works and adding options to pay for premiums where applicable.			

19.11 Health Benefits Entitlement During Layoff

A. For Laid Off Employees with Less Than Two (2) Years of Continuous Service

All benefit plans coverage and benefits under this Agreement, shall continue for a laid off employee with less than two (2) years of continuous service two (2) weeks following the date of their layoff and the Employer shall pay both the employer and employee contribution during this time. all costs for such continued entitlements. However, the laid off employee shall be responsible for reimbursing the Employer on a monthly basis for the cost of any applicable premiums or contributions related to optional health benefits programs. Employees will have the option to decline the continuation of the health benefits plan.

All benefit plans coverage and benefits under this Agreement, shall continue for a laid off employee with two (2) or more years of continuous service for (1) one (1) month following the date of their layoff and the Employer shall pay both the employer and employee contribution during this time, all costs for such continued entitlements. However, the laid off employee shall be responsible for relmbursing the Employer on a monthly basis for the cost of any applicable premiums or contributions related to optional health benefits programs. Thereafter, all such benefit plans coverage and benefits, including optional benefit programs but excluding entitlements shall be continued for the duration of the employee's recall period (one year) under this Agreement, provided the laid off employee reimburses the Employer on a monthly basis for all costs for such continued entitlements. Employees will have the option to decline the continuation of the health benefits plan.

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EP#16	Article 22	Amend – Updated to Include relief premiums and hybrid workplace related information			

ARTICLE 22 - HOURS OF WORK

22.01 Standard Working Hours and Days

a) Daily and Weekly Hours

The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- regular office hours will be 8:00 am (0800 hours) to 5:00 pm (1700 hours) and shall be the standard hours of work for all employees not specifically mentioned elsewhere in this agreement.
- ii) Standard hours of work <u>for operational employees</u> are 8:00 am (0800 hours) to 12:00 am 1:00 am (0100 hours) the following day, applicable Monday to Friday.
- Standard hours of work for frontline employees are 8:00 am (0800 hours) to 1:00 am (0100 hours) the following day, applicable everyday from Monday to Sunday.
- iv) Employees WAVAW staff work a compressed work week. Standard hours of a work week for full_time employees shall be thirty-five hours (35) per work week, achieved by working eight and three quarter (8.75) hours per day with an additional unpaid thirty (30) minute lunch break, over a four (4) day period between Monday to Friday, and over a four (4) day period Monday to Sunday, for frontline staff. This The compressed work week equates to nine and one quarter (9.25) hours per work day workday.

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- v) part-time employee is any employee who works less than full-time hours (35 hours per week).
- vi) the Employer may vary an employee's start time and work week upon two (2) weeks' notice. An employee's work schedule cannot be varied more often than that once every ninety (90) calendar days.

In the event there is a change in the hours of work under this clause and more than one employee is affected the Employer shall respect seniority in choice of shifts.

b) Wellness Hour

The Employer acknowledges the level of exposure to trauma and violence our employees face and how important staying well in the work is for staff.

a regular full-time, or regular part-time employee, including those working under an averaging agreement, will be entitled to utilize one (1) hour of their eight and three quarter (8.75) hours workday towards their personal wellness and use it on a day-to-day basis. The paid wellness hour will be part of a larger wellness plan and will be discussed and incorporated into "supervisions", however it is understood that an employee will not be subject to any form of discipline regarding the usage of the wellness hour.

c) Evening shift and weekend shift

- evening shift will be is defined as any shift in which the major portion occurs between 5:00 pm (1700 hours) and 12:00 1:00am (0100 hours).
- employees working the evening shift shall be paid a shift differential of one dollar (\$1.00) per hour worked between 5:00 pm (1700 hours) and 12:00-1:00 am (0100 hours),
- weekend shift is defined as a shift taking place between 1:00 am (0100 hours) Saturday and 12:00 am (0000 0100 hours) Sunday.
- iv) employees working the weekend shift shall be paid a weekend premium of fifty- cents (\$0.50) per hour for their entire shift.

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- v) employees on an averaging agreement will not be able to claim the shift differential.
- vi) this shift differential is not applicable to Casual employees. shift differentials are applicable to casual staff on crisis line shifts only.
- vii) ability to take available evening or weekend shifts will be based on senlority within the same program/department. This means that only those that have the same job title will be able to take the available shift.

d) Time Free from Work between Shifts

The Employer shall ensure that all employees have a minimum of eight (8) consecutive hours free from work between shifts, except as expressly stated in Article 22.01 (c).

e) Hospital Accompaniment - On-Call and Out-Calls

- out-calls to the hospital performed during regular office hours, will be paid at straight-time rate for the actual time worked.
- ii) out-calls to the hospital performed after regular office hours will be paid at time and half (1.5) for the time an employee leaves to go to the hospital until the time that employee leaves the hospital.
- employees who work on an on-call basis will receive four-point four (4.4) stand-by hours for every sixty- four (64) hour shift of on call service. For on-call service, full- time employees can choose to bank or have will bank their stand-by hours in their overtime bank, and casual employees will have it paid out.
- iv) stand-by hours may be scheduled according to operational needs and approval.
- v) the Employer shall ensure that all employees working on an on-call basis will have a minimum of four (4) consecutive hours free from work between shifts.

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22.02 Flex time

- a) For the purpose of this agreement, flex time means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
 - i) choose their starting and finishing times; and,
 - ii)choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement.
- b) The workday for those employees on flex time will not exceed ten (10) hours.
- c) Flex time is different than an averaging agreement. Please see Appendix C for averaging agreements.

22.03 Work Breaks

Each employee shall receive two (2) fifteen (15) minutes paid work breaks in each day's work schedule. The first work break shall occur during the first half of any shift, and the second break shall occur during the second half of any shift.

22.04 Lunch Periods

An employee shall be entitled to take an unpaid lunch period of one half (1/2) hour that will result in no employee working longer than five (5) consecutive hours, inclusive of the rest period stated in Article 22.02, without a lunch period.

22.05 Days of Rest

- a) Employees will be entitled to two (2) consecutive days of rest each calendar week. The standard days of rest will be Saturday and Sunday (unless otherwise agreed to by the Union).
- b) If the need arises for an employee to work on a day of rest, it is understood that the employee who agrees to work on a day of rest will be entitled to a day in lieu or hours in lieu, which will be mutually agreed upon by the Employer and the employee.

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Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP 12	23.09	Amend	

23.09 Overtime Meal Provisions

Where an employee is required to work four (4) or more hours before or after their regular shift, a one-half (0.5) hour unpaid meal period will be allowed, and the employee will be provided with a meal at no cost or will be provided with a meal allowance of ten fifteen dollars (10.00) (10.00).

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Number	Affected Article/MOU	Date:	Time:
EP#15	Article 25	Amend – updated to include re	lief related Stat work

ARTICLE 25 - PAID HOLIDAYS

25.01 Paid Holidays

a) For the purpose of this Agreement, the following are acknowledged as pald Statutory holidays:

New Year's Day

National Truth and Reconciliation Day

Family Day

Thanksgiving Day

Good Friday

Remembrance Day

Easter Monday

Christmas Day

Victoria Day

Boxing Day

Canada Day

Labour Day

BC Day

- b) In addition to the above, the Employer will grant one half (1/2) (0.5) days leave in the afternoon of both Christmas Eve and New Year's Eve, where such days are normal workdays, for all employees at work on these days without loss of pay. These hours will not be taken in lieu.
- The Employer observes International Women's Day (March 8) and International Transgender Day of Visibility (March 31), National Indigenous Peoples Day (June 21) and will provide the day off with pay to its employees. Should employees be required to work on <u>any</u> elther of these observed days, they will be given a day in lieu and overtime provisions will only apply should the working day be longer than 10 hours.
- d) If any other public holiday gazetted, declared, or proclaimed by the Federal Government or the Government of the Province of British Columbia shall be deemed to be paid holiday for the purposes of this Agreement.

25.02 Holiday Pay

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- a) All full-time employees shall be paid holiday pay equivalent to a normal day's work at straight-time rates regardless of which day of the week the holiday falls.
- b) All part-time employees shall receive a pro-rated percentage of their pay calculated at 1/5 of their average weekly workload for the month prior to the statutory holiday.

25.03 Holidays Falling on Saturday or Sunday

When a paid holiday falls on an employee's day off, the Employer shall observe the holiday on either the preceding workday or the succeeding workday.

25.04 Holidays Falling on a Day of Rest

When a paid holiday falls on an employee's rest day, the employee shall be entitled to a day off work with pay in lieu of the holiday observed.

25.05 Work on a Scheduled Statutory Holiday

- a) An regular full-time or part-time employee who works on a scheduled statutory paid holiday (or day in lieu thereof) shall be paid one and one half (1.5x) their base hourly rate for the hours worked on that day, and the employee shall be given a day off work with pay in lieu of the holiday. Scheduling of the day off work in lieu of the holiday shall be by mutual agreement between the employee and the Employer.
- b) A minimum of two (2) hours at one and one half (1.5x) the employee's base hourly rate will apply to any work on a paid holiday, or day in lieu.
- c) Where a casual employee is scheduled to work on a statutory holiday, they will be paid at a statutory rate of one and one half (1.5x) for on-call hours and their agreed upon shift; excluding hospital call outs.
 - Standby pay for casual on-call will be paid at double (2x) their standard standby hourly rate.
 - II A casual employee will be paid at one and one half (1.5x) their standard hourly rate for crisis line shifts.

25.06 Scheduling Work on Paid Holldays

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- a) Where the Employer has a requirement for work to be performed on any paid holiday, or day in lieu, the Employer will, subject to the employees' ability to perform the work, offer the work to the employees who normally perform the available work in accordance with their seniority order from highest to lowest.
- b) If the Employer is unable to secure sufficient personnel to meet the work requirements on a paid holiday or day in lieu, the Employer may, subject to the employees' ability to perform the work, schedule employees who normally perform the available work to do the work in reverse order of seniority, from highest to lowest.
- c) The Employer will, except in the case of a bona fide emergency beyond its control, use its best efforts to give as much notice as possible to the employees affected prior to scheduling work on any paid holiday or day in ileu.

25.07 Holiday Coinciding with a Day of Vacation

For each paid holiday, or day in Ileu thereof, which falls within an employee's vacation period, the employee shall be paid holiday pay and they shall receive one (1) extra day of paid vacation, to be taken in conjunction with the employee's vacation, or at another time mutually agreed between the Employer and the employee.

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Number	Affected' Article/MOU	Date:	Time:
EP#8	Article 26		efits provision to how the benefits iding options to pay for premiums

ARTICLE 26 - LEAVE OF ABSENCE

26.01 Pregnancy Leave

- a. An employee who qualifies for pregnancy leave shall be entitled to a maximum of 17 weeks without pay in accordance with the Employment Standards Act of B.C.
- b. No less than thirty (30) days prior to the commencement of the leave, the employee must notify their manager (or designate) of the start date for the leave, the number of weeks leave they intends to take and provide a certificate or letter from a duly qualified medical practitioner, which will state the expected delivery date.
- Employees will notify the Employer at least four (4) weeks in advance of the date on which the employee intends to begin their leave of absence. An employee may alter, but only once, the date of commencement of their leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date they originally wished to commence their leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, they shall, on the recommendations of her physician, commence their leave of absence immediately.
- d. Once the employee has commenced their leave of absence, they will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- e. A request for a shorter period under subsection (d) shall be given in writing to the Employer at least one week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

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- f. Should the employee suffer mental or physical illness as a result of childbirth they may, upon presenting to the Employer a medical report from her physician, apply to the Employer for an extension of the sixty-one (61) weeks leave of absence, to a date recommended by the physician.
- g. Where an employee gives birth, or the pregnancy is terminated before a request for a leave is made, the Employer shall, on the employee's request and on receipt of a medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.
- n. Where an employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- i. Employees desiring to return to regular employment following pregnancy leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.
 - In special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the employee indicates their intent to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- j. On return from pregnancy leave, the employee will be reinstated in their former position and receive the same wage rate and benefits as they received prior to such leave including any wage increases and

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- improvements to benefits to which the employee would have been entitled had the leave not been taken.
- k. The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or parental leave.
- When an employee on pregnancy leave falls to notify the Employer of their desire to return to work in accordance with (i) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulleting the job by:
 - I. promotion of another employee from within the department or;
 - II. changing the status of the temporary employee who relieved the employee on pregnancy leave.
- m. If the employee elects to continue to pay their share of the premium cost of the benefit plans, then the Employer will continue to pay the employer's portion of the benefit premiums while they are on pregnancy leave. The employee will be required to choose one of the following options to pay for their portion of the benefits:
 - Provide with preauthorized debit
 - Provide with predated cheques
 - Pay in advance the premiums for the respective month

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Number	Affected Article/MOU	Date: April 29, 2025	Time:
UP#25	Article 26.06(a)(iii)	Amend	

Paid Sick Leave

(a) Personal Sick Leave

- full time employees shall earn sick leave credits at a rate of one and a half
 (1.5) days per month.
- ii) part-time employees shall earn slck leave credits at a pro-rated amount according to the hours worked per month.
- iii) casual employees are not entitled to sick leave benefits as per LOU#9.
- iv) sick leave days can be accumulated up to a total of twenty-four (24) days, or five (5) work weeks, starting from the first day of employment.
- v) accumulated sick leave may be used in the event of Illness or disability of the employee or the employee's dependent child, or, in the case of critical Illness, a member of the employee's immediate family who permanently resides with the employee. It is understood that an employee, while on sick leave, is not to engage in other employment or consulting outside WAVAW. The employee may be subject to discipline or discharge if found to have fraudulently claimed sick leave while working.

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Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 13, 2025	Time:
UP 13	26.14	Amend	

26.14 Gender Transition Affirmation Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo medical intervention to see surgical reconstruction or alignment with their gender, will be granted four (4) twelve (12) days of paid leave for the procedure required during the transition.

The employee will be entitled to provisions of other leaves as seen in either Article 26.12 Other Leave of Absence (Leave without Pay) or Article 26.06 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 up to the point undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

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Number	Affected Article/MOU	Date:	Time:
EP#9	Article 26	Amend – adding language and requirements for benefits while on leave	

ARTICLE 26 - LEAVE OF ABSENCE

26,19 Other Leaves of Absence

- a. Leave Without Pay
 - subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are unusually compelling circumstances. Wherever possible leave of absence should be requested in writing at least (3) weeks before the leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of their return to work.
 - ii. in the event a leave of absence exceeding one (1) month, the employee absent from work shall be responsible for the total cost of all health benefit premlums. reimburse the Employer for the full costs of premiums for Health Insurance coverage only. The cost of all other benefits shall be borne by the Employer during any leave of absence granted. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence. A member may opt out of health benefits during their leave. If the employee chooses to continue with their health benefits during the leave of absence, they are required to choose one of the following options to pay for the total cost of their benefits premiums:
 - Provide with preauthorized debit
 - Provide with predated cheques
 - Pay in advance the premiums for the respective month

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Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 6, 2025	Time:
UP 14	26.20	New	

26,20 First Responder Leave

Employees who are volunteer emergency and rescue workers will receive five (5) days per year of paid leave to provide emergency services as paramedics, police officers, firefighters, search and rescue personnel, or 911 dispatchers during a global pandemic or state of emergency.

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(Canadian Office and Professional Employees Union, Local 378)

Saial PROPOSALS 2024 Union Proposals (UP Item)

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Number	Affected Article/MOU	Date: April 29, 2025	Time:	
UP 16	32.01	Amend		

32.01 Duration - 3 years

This Agreement shall be binding and remain in full force for the period from and including May 1, 2024 to and including April 30, 20242027.

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Number	Affected Article/MOU	Date:	Time:		
EP#21	Appendix A	Amend – Language and job title revision and change in wages			

APPENDIX "A" - SALARY SCALE

WAVAW <u>Salal Sexual Violence Support Centre</u> aims to maintain a compensation package that is designed to support the organization in attracting and retaining high caliber talent and ensuring that employees are rewarded consistently and fairly across the organization through market competitive practices. A compensation review was completed, and a framework was created that provides for the implementation of Bands, <u>Levels</u> and Step Increases.

The employer has established the BC living wage as the base minimum salary at Salai effective May 1, 2025. A 3.5% salary increase will continue between all steps at each level, ensuring salary progression. Bands U2 and U3 will be eliminated as of May 1, 2025, with employees previously within these bands being upgraded to band U4. Further, all positions have undergone a full compensation review, and the wage adjustments were evaluated and determined based on market conditions, ensuring consistency with their level of responsibility and alignment with industry standards.

Salary Bands, Levels and Steps

- a) All job classifications have been reviewed, and have been assigned to a Band Level, see the table below-Tables 1, 2, and 3, effective May 1, 2025.
- b) Further to the job classifications, being assigned to the Band levels, a length of service increase will also come into effect, Bands are related to job responsibility, therefore an increase between bands has been provided to compensate for additional responsibilities. Levels are related to job experience, and Steps represent length of service.

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- c) Length of Service is the progression along the salary scale at twelve (12) month intervals, based on the employee's date of hire, this will be known as a step increase. An employee will progress along the salary schedule up to Step 3, the maximum step.
- d) The progression between levels is the progression along the salary scale based on the employee's job experience. An employee will progress annually, based on the employee's date of hire, along the salary schedule up to Step 3, the maximum Step of their position.

For positions where there are multiple Levels, an employee and a Manager will discuss a transition to the next level and pay, after fulfilling twelve (12) months at the previous Step 3 of the same position, according to their date of hire during the annual performance review. The review will be conducted within thirty (30) calendar days of their anniversary date. Should the employee decide to remain within their current band, they will receive a Cost of Living (COLA) increase, based on the Federal Cost of Living Index in the corresponding year, and be blue circled.

e) Once an employee has reached Step 3 of the progression job classifications that have no other levels, they will receive no further step increases, however, they will be entitled to all general wage increases Cost of Living (COLA) wage increases as per the Salary Band implementation (h.iii)

f) <u>Employees who are successfully promoted to other positions will receive</u> pay based on their years of service, in accordance with their new position.

g) Should an employee move to a lower job band position due to performance concerns, they will be compensated on their years of service in the appropriate level and step of the new position. Should an employee move to a lower job band position by choice, they will be compensated at step 3 in the appropriate level of the new position.

h) A 3.5% wage Increase will be applied to all current employees as of ratification of this agreement. The 3.5% increase will be applied to 2024 wages, and will be paid retroactively from May 1, 2024 to April 30, 2025.

Salary Bands Implementation

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- <u>a)</u> Upon ratification of the collective agreement, all bargaining unit employees shall be placed in the appropriate Band level and Step Step of Band Level based on their years of service and current wage rate (<u>see Tables 1, 2, and 3 See attached Appendix A</u>).
- <u>b)</u> Upon completion of placing all employees at the appropriate Band Level and Step all bargaining unit employees who fall outside of the steps, or are being blue-circled, shall receive a retroactive Annual General Wage Increase of one percent (1%), dating back to May 1, 2021.
- <u>All employees who have been placed in the appropriate Band Level and Step, will receive the difference between what their new rate of pay and their previous rate of pay retroactively to May 1, 2021/</u>
- <u>d</u>) It is understood that all employees who are placed into Band Level and Steps will not receive a general wage increase effective May 1, 2021.
- e) Newly hired employees will be placed into Step 1 of the Band Level of the job classification they are hired into.
- f) Currently there are eEmployees who are above the Band Level and Step 3 who will be blue-circled., these rates are denoted in the table above in the step 4, 5 and 6 rates. It is understood that these employees will continue to receive Cost of Living (COLA) general wage increases until such time as they retire, resign or leave the employment of Salal. employ of WAVAW. The step 4,5 and 6 rates in the corresponding Band Levels will be removed once the blue circled employee are no longer with the Company.
- g) By definition, "blue circling" shall mean that an employee's salary will be maintained above the maximum Step of their Band Level for their job classification, and they will receive all subsequent negotiated <u>Cost of Living (COLA) general</u> wage increases.
- <u>h</u>) The General-Wage increases will apply for the following years:
 - 1) May 1, 2024 April 30, 2025 3.5%
 - ii) May 1, 2025 April 30, 2027 as outlined in Tables 1, 2, & 3
 - iii) May 1, 2025 April 30, 2026 COLA wage increase based on the 2025 Federal Cost of Living Index (2.5%), for employees who are blue-circled
 - iv) May 1, 2026 April 30, 2027 COLA wage increase based on the 2026
 Federal Cost of Living Index (TBD), for employees who are blue-circled

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Table 1 - Operations, Fund Development/Communications, Social Change

Table 1 -	Table 1 - Operations, Fund Development/Communications, Social Change						
	HOURLY RATE SCHEDULE - M	lay 1, 20	25 - Apri	1 30th 2	027		
Job Classification	Job Title	Step 1 Hourly Rate	Step 2 Hourly Rate	Step 3 Hourly Rate	Bluecircled COLA 2.5% 2025-2026	Districted COLA 2.5% 2026-2027	
U4							
U2							
U3							
<u>U4U2</u>	Administrative Assistant and Program Support	\$27.10 \$19.90	\$20.60			TBD	
<u>U4</u>	Stewardship Coordinator Level 1	\$27.10 \$25	\$25.88	\$29.03 \$26.79		TBD	
<u>U5</u>	Stewardship Coordinator Level 2	\$30.98 \$25	\$25.88		\$34.02	TBD	
U5	Grants and Major Gifts Coordinator	\$30.98 \$26.50	\$27.43		\$34.02	TBD	
<u>U6</u>	Educational Outreach Program Lead	\$34.05 \$26.50	\$27.43		\$37.38	TBD	
U6	Coordinator Engagement	\$34.05 \$29.20	\$35.24 \$30.22	\$36.47 \$31.28	\$37.38	TBD	
U6	Annual Giving Officer	\$34.05 \$29.20		\$36.47 \$31.28	\$37.38	TBD	
U6	Office Coordinator	\$34.05 \$29.20	\$35.24 \$30.22	\$36.47 \$31.28	\$37.38	TBD	
U6	Transformative Justice Project Lead	\$34.05 \$29.20	\$35.24 \$30.22	\$36.47 \$31.28	\$37.38	TBD	
U6	Meaningful Inclusion Project Lead	\$34.05 \$29.20	\$35.24 \$30.22	\$36.47 \$31.28	\$37.38	TBD	
U6	Data and Resource Analyst	\$34.05 \$29.20	\$35.24 \$30.22	\$36.47 \$31.28	\$37.38	TBD	

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Table 2 - Victim Services and Volunteer Program

	HOURLY RATE SCHEDULE - May 1, 2025 - A	April 30ti	h 2027			
Job Clessification	Job Title	Step 1 Hourly Rate	Step 2 Hourly Rate	Step 3 Hourly Rate	Blueck cled COLA 2.5% 2025-2026	Bluecircled COLA TBD 2026-2027
U1						
U2						
U3						
<u>U4 U3</u>	Victim Services Relief Worker/Hospital Accompaniment	\$27.10 \$23.47	\$28.05 \$23.55	\$29.03 \$24.37	<u>\$29.75</u>	TBD
U4	Sexual Assault Response Worker	\$27.10 \$25	\$28.05 \$25.88	\$29.03 \$26.79	\$29.75	TBD
<u>U4</u>	Victim Services Worker Level 1	\$27.10 \$25	\$28.05 \$25.88	\$29.03 \$26.79	\$29.75	TBD
U5	Victim Services Worker Level 2	\$30.98 \$26.50	\$32.07 \$27.43	\$33.19 \$28.30	\$34.02	TBD
U5	Crisis Line Specialist Level 2	\$30.98 \$26.50	\$32.07 \$27.43	\$33.19 \$28.30	\$34.02	TBD
U6	Volunteer Coordinator	\$34.05 \$25	\$35.24 \$25.88	\$36.47 \$26.79	\$37.38	TBD
U6	Victim Services Worker Level 3 / Coordinator	\$34.05 \$20.20	\$35.24 \$30.22	\$36.47 \$31.28	\$37.38	TBD
U6	Victim Services Medical Support Worker	\$34.05 \$20.20	\$35.24 \$30.22	\$36.47 \$31.28	\$37.38	TBD
U6	Crisis Line Specialist Level 3 / Coordinator	\$34,05 \$29,20	\$35.24 \$30.22	\$36.47 \$31.28	\$37.38	TBD

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Table 3 - Counselling Program

Table 3	rable 3 - Counselling Program					
	HOURLY RATE SCHEDULE - May 1, 2025	- April 30	th 2027			
Job Classification	Job Title	Step 1 Hourly Rate	Step 2 Hourly Rate	Step 3 Hourly Rate	Bluecircled COLA 2.5% 2025-2026	Bluecircled COLA TBD 2026-2027
U4						
U2						
fi3						
U4	Sexual Assault Counsellor Level 1	\$27.10 \$25	\$28.05 \$25.88		100	TBD
U4	Indigenous Sexual Assault Counsellor Level 1	\$27.10 \$25	\$28.05 \$25.88	\$29.03\$ 26.79		TBD
U5	Sexual Assault Counsellor Level 2	\$30.98 \$25	\$32.07 \$25.88	\$33.19\$ 26.79	1 11	TBD
U5	Indigenous Sexual Assault Counsellor Level 2	\$30.98 \$25	\$32.07 \$25.88	\$33.19\$ 26.79		TBD
U5	Transformative Justice Counsellor Level 2	\$30.98 \$25	\$32.07 \$25.88	\$33.19\$ 26.79	\$34.02	TBD
U6	Sexual Assault Counsellor Level 3 / Coordinator	\$34.05 \$29.20	\$35.24 \$30.22	\$36.47\$ 31.28	\$37.38	TBD
U6	Indigenous Sexual Assault Counsellor Level 3 / Coordinator	\$34.05 \$20.20	\$35.24 \$30.22	\$36.47\$ 31.28	\$37.38	TBD

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Career progression along the grid for those who choose to stay at the same level for positions with multiple levels

	May 1, 2025 - April 30, 2027							
Band	<u>Level</u>	Step 1	Step 2	Step 3	Blue circle 2025-2026 (2.5% COLA increase)	Blue circle 2026-2027 TBD		
<u>U4</u>	Level 1	\$27.10	\$28.05	\$29.03	\$29.76 after Step 3	TBD		
<u>U5</u>	Level 2	\$30.98	\$32.07	\$33.19	\$32.02 after Step 3	TBD		
<u>U6</u>	Level 3	\$34.05	\$35.24	\$36.47	\$37.38 after Step 3	TBD		

Career Progression along grid for those who move up a level in positions that have multiple levels and take on additional responsibilities according to the applicable Job Description

	May 1, 2025 - April 30, 2027					
Band	Level	Step 1	Step 2 (3.5% 1)	Step 3 (3.5% ↑)	Following year	
<u>U4</u>	<u>Level</u>	\$27.10	\$28.05	\$29.03	Move to Level 2 Step 1 (6.72% †)	
<u>U5</u>	<u>Level</u>	\$30.98	\$32.07	\$33.19	Move to Level 3 Step 1 (2.59% †)	
<u>U6</u>	Level 3	\$34.05	\$35.24	\$36.47	Blue circle (2025-2026 2.5% COLA †) - \$37.38 (2026-2027 COLA †TBD) - TBD	

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Number	Affected Article/MOU	Date: April 7 125	7:48Pm	
EP 12	APPENDIX "C"	Amend – move averaging agreement form into the HRIS platform, update the averaging agreement procedures		

Appendix "C"

Averaging Agreement

Due to the nature of our work, an Employee's daily and weekly hours of work may fluctuate. The Employee and <u>Salal WAVAW</u> agree to the following terms that create a binding Averaging Agreement for determining the Employee's hours of work and entitlement, if any, to overtime wages during this pay period.

This form is due at the end of each pay period along with your timesheet (same pay periods for both). The averaging agreement is to be submitted at the beginning of the affected pay period along with the consent from the employee's manager.

You should fill out this form if you have worked extra hours this pay period. Specifically, if: Averaging agreements are to be filled out on the HRIS platform if members plan to work extra or different hours during the affected pay period. Specifically, if:

- you employees have worked additional hours outside of your their schedule of you're their own choosing during a pay period to bank, referred to as "Employee Generated" hours. This process is governed by Article 23. These cannot exceed 12 hours in a day or 40 in a week. They do not require special approval or manager signatures, just fill out the form and submit it to Yvonne and the Operations Manager (or their designate in their absences) at the same time that your Timesheet is due, or earlier.
- you employees have been asked to work hours outside of your their regular schedule, referred to as "Manager Generated" hours. This requires a manager's signature on this form approving the hours before you submit it.

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What you employees should understand about entering into the averaging agreement:

In the event that overtime hours are anticipated (i.e. due to an upcoming event or deadline), <u>Salal WAVAW</u> may request that an employee staff member to enter into a temporary averaging agreement for a period not to exceed 4 weeks. This agreement would allow the <u>employee</u> staff member to average their regularly scheduled work hours over a 1, 2, 3,or 4-week period, thus allowing the <u>employee</u> staff member more flexibility in the completion of their work over the averaging period.

For example:

- 1. An employee staff member working under a two-week averaging agreement may work 40 hours in one week, and 30 hours in the next week.
- 2. An employee staff member working under a three-week averaging agreement may work 40 hours in the first week, 40 hours in the second week, and 25 hours in the third week.

Overtime pay will **NOT** be paid during an averaging period, unless the total number of hours worked over the duration of the agreement exceeds an average of 35 hours a week.

What you employees should understand about not entering into the averaging agreement:

All overtime must be pre-approved by your their Manager or must be a client emergency which would then require an immediate communication regarding the need for the overtime.

This time would be paid out or banked at 1.5 times your regular rate.

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Number	Affected Article/MOU	Date: April 7/25	2:45 Pm
EP#10	LOU Telework	Amend / Renew – Align with Hy	ybrid Workplace

Letter of Understanding #1

Working from Home (Telecommuting)

Both Parties recognize that working from home is sometimes beneficial when one is trying to work uninterrupted for a length of time. Both parties also recognize that when some employees are at home, additional stress is placed on those who remain in the office. Employees who wish to work at home during normal working hours must notify their team in slack.

Should an employee choose to work outside of Salal's headquarters or from home for more than (1) one week, a telework agreement will be completed on Salal's HRIS platform. receive approval from the Executive Director or the applicable designate with advance notice. The type of work to be performed must be clearly identified, and the employee must be available during normal office hours for phone calls, on slack and by email.

The Company shall involve the Union and provide the particulars of each tele-work arrangement and furnish an agreement to the Union.

Signed the 24th day of June, 2021.

Per:	Per:
Cindy A. Lee	Dalya Isreal

or the Union For the

Union			
Number	Affected Article/MOU	Date: April 29, 2025	Time:
EP#20	Article 8.01 LOV	Amend	

Letter of Understanding #3

REGISTERED RETIREMENT SAVINGS PLAN

The Company acknowledges and is interested, and of course sees the absolute value in supporting sta to plan for long term stability. The Company, in its a to provide a registered retirement savings plan, will continue to explore options available with various providers.

It is understood that there some engoing discussions with Canada Life currently and as such and once confirmed, the Parties agree to reconvene to discuss the likelihood of a registered retirement savings plan, no later than December 31, 2021

Signed the 20th day of September, 2021.

Per:

Per

Cindy A. Lee

Dalya Ismel

For the Union

For the Company
BETWEEN:

SALAL SEXUAL VIOLENCE SUPPORT CENTRE (the "Employer")

AND:

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378,
DOING BUSINESS

AS MOVEUP
(the "Union")

&OE Signed off this 7th	day of May	2025
For the Union	For the Employer Dalya isi	rael
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(Collectively referred to as the "Parties")

Re: Retirement Savings Plan

WHEREAS:

The Parties have had discussions regarding the introduction of a Retirement Savings Plan. The Employer will choose the plan administrator and has decided to provide employees with retirement savings options.

THEREFORE, the Parties agree as follows on a without-prejudice basis:

Plan Overview

The Retirement Savings Plan ("the Plan") will be offered to Full-Time Regular and Part-Time Regular employees ("Eligible Employees") effective upon the conclusion of each employee's probationary period or within thirty (30) calendar days from ratification of this Agreement, and if the employee has already passed their probationary period.

Eligible Employees must opt into the Plan to participate.

Employer Contributions

The Employer will provide a one-time opt-in bonus of \$500 to any employees who choose to participate in the Plan.

The Employer will match employee contributions to the Plan at a rate of up to 2% of the employee's annual earnings.

Matching contributions will be made on a bi-weekly basis to align with payroll,

Employee Contributions

Eligible Employees may direct a percentage of their earnings to their Retirement Savings Plan and make additional voluntary contributions.

Employees may request changes to their contribution percentage on a quarterly basis (April 1, July 1, October 1, and January 1) or at other times on a case-by-case basis.

E&OE Signed off this 7th	day of May	20 25
For the Union	For the Employer Dalya Israel	
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Separation of Employment

Upon separation of employment, the Employer will cease contribution towards the employee's Retirement Savings Plan

Terms

The Plan's rollout date is thirty (30) calendar days from ratification of this Agreement.

The Parties will schedule a Labour Management Consultation meeting three (3) months after the Plan's rollout date to discuss any procedural improvements or concerns.

This Letter of Understanding represents the agreement between the Parties and outlines the terms of the Retirement Savings Plan.

E&OE Signed off this 7th	day of May	20 25
For the Union	For the Employer Daiya Israel	
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(Canadian Office and Professional Employees Union, Local 378)

Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

Union			
	Affected Article/MOU	Date:	Time:
UP 20	LOU #5	Renew	

Letter of Understanding #5

Summer Student Employment Program

The Employer is supporting the Canada Summer Jobs Program implemented by the Federal Ministry of Employment and Social Development Canada. In the program, students are encouraged and provided with information that will lend to them gaining skills, work experience and the abilities needed to transition successfully into the labour market.

To support this program, the Employer will be providing mentorship, feedback and guidance as students work in a practicum opportunity for WAVAW.

The Parties agree to the following in respect to the offering of "Summer Student Employment Program" at WAVAW.

- 1) The Company agrees to notify the Union in advance of any such practicum and will identify the following specifics:
 - Dates and duration of the practicum
 - Number of students
 - Names of the students
 - Work hours
- Participating students shall not (1) replace; (2) displace; (3) delay the filling of a vacant budgeted/approved position in the bargaining unit; or (4) replace leaves of absence.
- 3) The duration of the practicum will range from eight (8) weeks up to twelve (12) weeks, working along-side employees up to four (4) days per week

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- 4) It is mutually agreed that any student hired for any Summer Student Employment Program shall not be covered or governed by the Collective Agreement then in force and effect between the Parties.
- 5) This Agreement may be cancelled by either Party providing thirty (30) days' notice and is without prejudice to either Parties' position regarding the offering of such placements.

Signed the 24th day of June, 2021.

Per:

Cindy A. Lee For the Union Per:

Dalya Israel

For the Company



(Canadian Office and Professional Employees Union, Local 378)

Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

Union				
Number	Affected Article/MOU	Date:	Time:	
UP 21	LOU #6	Incorporate into Agreement	is 31.04 under	ens

Letter of Understanding #6

Workload Issues - Joint Labour Management Meetings

- a) The Parties recognize the importance of discussions regarding workload.

 Employees are encouraged to regularly discuss the manageability of their workloads with their direct supervisors. Excessive workloads are of concern to Employees, the Union and the Employer.
- b) Workload may be impacted by numerous factors, which may include seasonality, surge periods, staff shortages, increased demands, process improvements and efficiencies, or shifting priorities. Fluctuations in workload are normal and acceptable as long as they do not become excessive.
- c) The Parties agree to include a standing agenda item to include fulsome and actionable discussions around workload issues experienced and raised by employees working at WAVAW.
- d) In the event that the workload issues are unresolvable though the Joint Labour Management meetings, it is understood and agreed that the matter will be forwarded to the Joint Local Occupational Health and Safety Committee where it will be addressed through the WorkSafeBC process.
- e) Inability to meet performance requirements where the workload is excessive or unreasonable shall not constitute grounds for any discipline, discharge or termination or any negative performance assessment.

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Signed the 20th day of September, 2021.

Per: Cindy A. Lee For the Union Per:

Dalya Israel For the Company

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(Canadian Office and Professional Employees Union, Local 378)

Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 22	LOU #7	Renew	

Letter of Understanding #7

Re: Bookkeeper Job Classification

The Bookkeeper job classification is included in the MoveUP bargaining unit as per BC Labour Board decision dated February 25, 2021. Given the unique nature of the current incumbent's length of service and hourly wage rate, the Parties agree to the following:

- 1) The current incumbent, Yvonne Ding, will have her hourly rate blue-circled, however she will be entitled to receive all subsequent negotiated general wage increases until such time as she leaves the employ of WAVAW.
- 2) Ms. Ding is a part-time regular employee who will be working the following hours of work:

Work week will be Monday, Tuesday, and Thursday of each week.

Work hours will be from 8:00 am to 5:15 pm, unless otherwise varied by an averaging agreement.

3) It is further agreed that once Ms. Ding leaves the employ of WAVAW, the Parties will meet and engage in discussions regarding the Band Level placement to be utilized and any amendments to the Bookkeeper job description. Any disputes will be subject to the grievance procedure.

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Salal Sexual Violence Support Centre Society PROPOSALS 2024 Union Proposals (UP Item)

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Number	Affected Article/MOU	Date:	Time:	
UP 23	LOU #8	Incorporate into agreement. 🦂	5 7.08 Person	2/ Big!

Letter of Understanding #8

Duty to Accommodate

The Parties agree that the duty to accommodate can arise at any point in the employment relationship, and it is intended to provide and ensure equitable access to employment opportunities and fair treatment in the workplace. Accommodation refers to modifying employment requirements, rules or policies that could be considered discriminatory because they have a negative affect on an individual or protected group under the *BC Human Rights Code* (the "Code).

The Parties recognize that the duty to accommodate is a tri-party process that involves the Employer, the Union and the employee, who will work together to attain the objective set out in the BC Human Rights Code, and as such, the Parties understand the following:

1) The Parties recognize, that despite the advantages of a collaborative approach to accommodation issues, clear and timely decisions are required in order to:

avoid unnecessary delay and uncertainty; and,

allow Parties to decide whether to pursue dispute resolution steps.

2) An employee seeking an accommodation will submit their request in writing, outlining:

the nature of the accommodation request; on which prohibited ground the employee is seeking to be accommodated.

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be prepared to provide sufficient information or documentation that is reasonably necessary to substantiate the accommodation request.

- 3) The Employer, upon receipt of the request, will provide it to the Union Representative and the Parties will arrange to consult and engage in the duty to accommodate process. This will include the Employer, the Union and the employee.
- 4) Once an accommodation is agreed to, the Parties will finalize such agreement with an Accommodation Agreement to reflect the terms and conditions of the accommodation agreement.
- 5) If an agreement cannot be reached, the employee will have the ability to address through the grievance procedure, or any other resolution process.

Signed the 12th day of August, 2021.

Per:

Cindy A. Lee For the Union Per:

Dalya Israel

For the Company

E&OE Signed off this	day of January	20 25
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Union			
Number	Affected Article/MOU	Date:	Time:
EP#19	LOU#9	Amend and renew	

Letter of Understanding #9 between Salai Sexual Violence Support Centre and

MoveUP (Canadian Office and Professional Employees Union, Local 378)
Re: Sick Leave Entitlement for Casual Employees

As per the Employment Standards Act Part 6, Section 49.1 Illness or injury leave in which all employees, including casual employees (Article 8.01(e)), are now entitled to up to 5 days of paid leave and 3 unpaid <u>leave or job-protected days due to Illness or Injury per calendar year <u>beginning</u> on January 1 of each year. Employees shall become eligible for the sick day entitlements from their first day of employment. As per the Act, illness and injury leave is considered when Illness or injury happens on the day employees are scheduled to work. Eligible employees shall make reasonable efforts to notify the Employer of their absences.</u>

Casual employees are entitled to sick leave for the scheduled shift they are calling in sick for. One (1) day will be the equivalent to a scheduled shift (eg. a relief staff is scheduled for a 4hr crisis line shift and calls in sick, they will be compensated for 4hrs of sick time; a relief staff is scheduled for hospital accompaniment and calls in sick, they will be compensated for stand-by time as sick time). - an average day's pay for sick days. The formula is:

Total wages: number of days worked during the 30 calendar day period prior to the leave -- average day's pay

Total wages exclude overtime and hospital accompaniments that occur after regular office hours as described under Article 22.01(e)(ii). Hospital accompaniments that occur during regular office hours will be included in the average day's pay calculation. There will not be partial sick days. Any time taken off on any day qualifies as one day for the purpose of sick day pay.

Employees who perform duties other than on call services shall earn sick leave credits according to the hours worked per month.

Slaned on February 8, 2023

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Salal Sexual Violence **Support Centre Society**

PROPOSALS 2024

Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: April 7, 2025	Time:
UP 24	LOU #10	New	

Letter of Understanding #10

Re: Salal Post-Sexual Assault Clinic

In representing the interests and welfare of all Salal employees, the Parties shall commit to discussing a comprehensive adjustment plan in response to the opening of Salal's Post-Sexual Assault clinic located at 1101 Seymour Street, Vancouver BC.

The Parties shall establish a collaborative forum to discuss and devise a strategic adjustment plan. The proposed discussions intend to address potential impacts on employment resulting from Salal's Post-Sexual Assault Clinic opening. Topics of discussion shall include, but not limited to: job duties, impact assessment, staffing. required training or retraining, working conditions, employee support, and communication and updates, and other related matters.

The Parties agree that the initial meeting take place within six (6) months of the opening date of the post-sexual assault clinic. This timeframe will allow both parties to gather essential information and prepare adequately for meaningful discussions.

Subsequent meetings will be scheduled for six (6) months apart from the initial meeting for follow-up check-ins, as required.

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