

MEMORANDUM OF AGREEMENT

BETWEEN:

ALMA MATER SOCIETY

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION,
LOCAL 378**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

The Parties have engaged in collective bargaining to reach a first agreement called the Collective Agreement.

THEREFORE:

1. The Parties agree that the Collective Agreement is for a term of three (3) years from month day, year to month day, year 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 items contained in this Memorandum of Agreement which form the Collective Agreement will be effective from **June 01, 2021 to May 31, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 a first 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 _____, B.C. this 17 day of February, 2023

Celia Chung

FOR THE EMPLOYER, Celia Chung

Phillip M. Baren

FOR THE UNION, Phillip Baren

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional
Employees Union, Local 378)

ALMA MATER SOCIETY 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 24	Appendix A	<i>New-General Wage Increase discussion</i>	

Wage Increase

3 – year term

4.5%	June 1, 2021
5.0%	June 1, 2022
5.5%	June 1, 2023

E&OE

Signed off this 7th day of February 2023

For the Union

For the Employer



(Canadian Office and Professional
Employees Union, Local 378)

**ALMA MATER SOCIETY
PROPOSALS 2022
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP 1	Various	Nov 21/2022 <i>Housekeeping</i>	11:59am

- (1) Amend cover page with new dates.
- (2) Amend all gender pronouns to gender neutral pronouns.
- (3) Review numbering throughout collective agreement for consistency.

E&OE
Signed off this November day of 21, 2022.

For the Union *Philip M. Bass* For the Employer *[Signature]*



ALMA MATER SOCIETY 2022 AMS Proposals

AMS Number	Affected Article	Date:	Time:
AMS 1	Article 3	Dec 16/22	1:37pm
Amend – Management Rights			

ARTICLE 3 - MANAGEMENT RIGHTS

- a) Except as expressly limited by this Agreement, the Employer shall have the exclusive right to exercise its functions of management which shall include the right to hire new employees, the right to classify, **assign and reassign work related to the position**, discipline, suspend, discharge for cause, transfer or lay-off employees, require employees to observe such rules and regulations issued by the Employer as are consistent with the provisions of this Agreement; to decide the number and location of its offices, the methods and schedules of work, the number of personnel to be employed and the kind of equipment and materials to be used, subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Article 10.
- b) Where a procedure, policy, rule, or regulation established by the Employer conflicts with any provision contained in this Agreement, this Agreement shall take precedence.

EPOE

Signed on: December 16, 2022.

For the Union: Phillip M. [Signature]

For the Employer: [Signature]



(Canadian Office and Professional
Employees Union, Local 378)

ALMA MATER SOCIETY 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 2	5.03	<i>Amend-Time off Work for Other Union Business (unpaid)</i>	

5.03 Time off Work for Other Union Business (unpaid)

- a) After one [1] year of service, upon thirty [30] fourteen [14] calendar days' notice, the Employer will consider an application for a leave of absence for one [1] employee at a time who has been elected or appointed to represent the Union at National and District conventions, or for the purpose of attending to Union business providing the Employer's work requirements will allow for such leave. The Employer agrees to continue to provide the benefits and the Union agrees to pay for the actual cost of those benefits accrued during such leave within thirty [30] days of the receipt of the invoice. Such leave shall be limited to a total of fifteen [15] working days per contract year for the entire bargaining unit. No reasonable request shall be denied.
- b) The Employer recognizes that employees may have an interest in participating in public affairs. An employee may apply for an unpaid leave of absence [Article 27.10] to be a candidate in a Federal or Provincial election for the duration of the official campaign.
- c) After one [1] year of service, upon thirty [30] fourteen [14] calendar days' request, an employee who is elected or appointed for a full-time position to the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence without pay, and without loss of seniority, for up to one [1] year, subject to extension by mutual agreement. The employee shall be allowed to continue participating in the benefit plans of this Agreement, and they shall pay the full premium of these plans.
- d) The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councilors, Stewards, or other Union officials, or representatives, and to the extent specified in this Agreement, to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.
- e) An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence from work.
- f) The Employer shall be entitled to recover from the Union, all wages & benefits paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.
- g) The Employer will also grant time off for union stewards to attend seminars and training courses, and such time off will not be unreasonably withheld.

E&OE

Signed off this 7th day of February 2023

For the Union

For the Employer

- h) Upon sixty [60] days' notice, the Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraphs. Such leave will be subject to departmental operating considerations and will not exceed six (6) continuous months, unless otherwise agreed by the Employer.

E&OE

Signed off this 7th day of February 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ALMA MATER SOCIETY
PROPOSALS 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		Dec 16/22	11:04 AM
UP 3	6.03	Amend-Union Dues/Remittance of Deductions	

6.03 Union Dues/Remittance of Deductions

Upon written authorization from the employee, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once monthly, together with:

- (a) Employee ID number
- (b) Name
- (c) Monthly salary
- (d) Amount of dues deducted employees have expressly indicated
- (e) Job classification
- (f) Employee status is unlisted
- (g) Date of hire
- (h) Work location
- (i) Telephone number and address where it has been expressly agreed to by the employee

All deductions made by the Employer pursuant to this Article shall be submitted to the Union by the fifteenth (15th) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction.

In addition to the above the Employer will provide the Union monthly with a list of the following for bargaining unit employees:

- (i) new hires
- (ii) terminations
- (iii) promotions
- (iv) demotions
- (v) lateral moves
- (vi) salary revisions
- (vii) name changes
- (viii) employees on extended leave of absence
- (ix) overtime worked
- (x) telephone number and address changes where it has been expressly agreed to by the employee
- (xi) seniority



(Canadian Office and Professional Employees Union, Local 378)

**ALMA MATER SOCIETY
PROPOSALS 2021
Union Proposals (UP Item)**

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

E&OE

Signed off this December day of 16 2022

For the Union

A handwritten signature in black ink, appearing to read 'Philip M. Bar', written over a horizontal line.

For the Employer

A handwritten signature in black ink, written over a horizontal line.



ALMA MATER SOCIETY 2022 AMS Proposals

AMS Number	Affected Article	Date: <i>Dec 16/22</i>	Time: <i>9:23 AM</i>
AMS 3	6.04	Amend - Information for new employees	

6.04 Information for New Employees

- a) The steward of the Union shall be given an opportunity to meet ~~interview~~ each new bargaining unit employee within regular working hours, without loss of pay, for a maximum of thirty [30] minutes during the first two weeks of employment for the purpose of acquainting the new bargaining unit employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.
- b) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off. The Employer shall advise the Union in writing of all newly hired employees within seven [7] calendar days of the date of the commencement of employment at which time the employee shall be introduced to the Steward by the Employer, and the Steward will provide a copy of the Collective Agreement.

EPOE

signed off December 16, 2022.

For the Union: *Phillip M. Bays*

Employer: *Ala*



ALMA MATER SOCIETY 2022 AMS Proposals

AMS Number	Affected Article	Date: <u>Dec 16/22.</u>	Time: <u>9:27am</u>
AMS 4	7	Amend – preamble and 7.03	

The parties recognize the right of all employees to work in an environment free from sexual, racist, and personal harassment. The parties agree to abide by the Society's Policy and Procedure entitled Sexual Violence Policy and AMS Respectful Workplace and Community Policy ~~Discrimination, Harassment & Sexual Harassment~~ as revised from time to time by the Employer by mutual agreement through the Joint Consultation Committee.

7.01 Legislation

The parties here to subscribe to the principles of the Human Rights Code of British Columbia.

7.02 Non-Discrimination

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise under any of the terms, conditions, and principles of the B.C. Human Rights Code, the Canadian Charter of Rights and Freedoms, and the Universal Declaration of Human Rights which include, but are not limited to, race, colour, creed, national origin, citizenship, sex, age, marital status, family status, ethnicity, ancestry, native language, political or religious affiliation, beliefs or activities, gender orientation, sexual preference, sexual orientation, gender, gender identity, gender expression, place of residence, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person unless the limitation, specification, or preference is based on a bona fide occupational requirement, HIV or Acquired Immune Deficiency syndrome status, pregnancy, non-communicable disease or illness or physical disability where it does not prevent the usual performance or required duties of the position, union membership or union activity. The Union and the Employer further agree to promote diversity in the workplace and the principles of equal opportunity and employment equity.

7.03 Complaints Procedure

Procedures for handling of harassment complaints are laid out in the Society's Sexual Violence Policy and AMS Respectful Workplace and Community Policy ~~"Discrimination and Harassment Policy"~~. This document has its own processes and remedies. However failure to invoke the process is grievable.

* Signing on back (Signed off Dec 16/22)



ALMA MATER SOCIETY 2022 AMS Proposals

AMS Number	Affected Article	Date: Dec 16/22	Time: 2:32pm
AMS 6	Article 10	Amend	

10.05 STEP I

a) 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.

~~The employee involved shall first take up the grievance with the supervisor in charge of the work within ten [10] working days of becoming aware of the circumstances giving rise to the grievance.~~

- b) The employee shall be accompanied by a job steward or Representative of the Union.
- c) In recognition of time commitments and other factors, if the grieving employee and/or the job steward is unable to complete their grievance investigation with the above period, they shall be entitled to submit in writing the "Intention to File a Grievance" to the Employer with the ten [10] working day period as required under this section.
- d) In the event that the delay is reasonably justified, the Employer will provide an additional submission period of up to five [5] working days for the final grievance to be documented and submitted.
- e) Within ten [10] days of the final documented grievance. The HR Manager ~~General Manager~~ or an appointed nominee will discuss the grievance with a representative of the Union.

10.06 STEP II

- a) If the grievance is not satisfactorily settled at Step I, the employee and job steward or Union Representative shall submit the grievance, in writing, to the HR Manager ~~General Manager or the Assistant General Manager~~ as designated by the Employer, within the next ten [10] working days.

- b) The supervisor will meet with and discuss the grievance as required with the job steward, the grievor, and/or Union Representative and render a decision in writing to the Union office with a copy to the job steward and the HR Manager ~~General Manager~~ or an appointed nominee within ten (10) working days of the date of referral to Step II.

10.07 STEP III

- a) If a satisfactory settlement is not reached at Step II, the grievance shall be referred within the next ten [10] working days, to the Representative[s] of the Union and the Representative[s] of the Employer. The grievor(s), and a job steward, shall attend this stage of the grievance procedure.
- b) Within ten (10) working days of receipt of the Union's referral to Step III, the HR Manager ~~General Manager~~ or an appointed nominee will discuss the grievance with a representative of the Union.
- c) Within ten (10) working days of the Step III hearing, the HR Manager ~~General Manager~~ or an appointed nominee will submit their decision to the Union in writing.
- d) Within fifteen (15) working days of receipt of the written reply at Step III, the Union may refer the grievance to mediation or arbitration as set out in Article 10.08 or 10.09.

10.09 10.08 Grievance Mediation

The parties may mutually agree to refer the outstanding dispute to the mediation process as follows:

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an Arbitrator agreed to by the parties, shall at the request of either party:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

The facts of the matter in dispute shall be presented during grievance mediation by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.

The mediator, agreed to by the parties, shall remain seized for the life of the Collective Agreement regarding the implementation, application or interpretation of any agreements arising from the operation of this Article.

Each party shall pay their own costs and expenses of the Mediation and one-half (1/2) the remuneration and disbursements or expenses of the Mediator.

10.08 10.09 Arbitration Procedure

The parties to this Agreement will agree upon a single arbitrator as a means of settling disputes appropriate to such procedure as follows:

- a) The party desiring Arbitration under this Article will notify the other party, in writing, in accordance with the provisions of Article 10.
- b) The parties to the dispute will thereupon meet to decide upon an arbitrator. Failing agreement on this within ten [10] days of such notice, or in the event one [1] of the parties declines the procedure, notice of arbitration as provided in Article 10 may be given by either party.
- c) Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the parties, settle the terms of question to be arbitrated and make this award within fifteen [15] days of the appointment or within such extended period as may be mutually agreed to by the parties to the dispute. The Arbitrator shall deliver the award, in writing, to each of the parties and this award shall be final and binding upon each of the parties and shall be carried out forthwith. An Arbitrator award under this Article shall not be subject to further procedure under Article 10 of this Agreement.
- d) The provisions of Article 10 shall apply to single arbitrators.
- e) Each party shall pay their own costs and expenses of the Arbitration and one-half [1/2] the remuneration and disbursements or expenses of the Arbitrator.

10.10 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the parties may mutually agree to refer to expedited arbitration any matter properly submitted, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

- a) An arbitrator shall be selected to hear the matter in dispute in accordance with the provisions of this Article.
- b) The facts of the matter in dispute shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.
- c) The decision of the arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceedings.
- d) All other provisions of this Article with respect to arbitration and the arbitration process shall apply to expedited arbitration.

10.11 Time Limit Extension

Time limits specified in Article 10 are directory and maybe extended by written mutual agreement between the two (2) parties.

10.12 Disclosure of Information

The parties agree to provide each other, in a timely manner, with all relevant facts applicable to any existing grievance.

E&OE

Signed on December 16 2022.

For the Union:



For the Employer:





ALMA MATER SOCIETY 2022 AMS Proposals

AMS Number	Affected Article	Date:	Time:
AMS 7	12	Dec 16 2022	2:42 pm
Amend – Personnel Files			

12.01 Personnel Files

- a) There shall be only one [1] legitimate personnel file per employee.
- b) The employee shall have the right to review their personnel file and any other records pertaining to their employment with the AMS in accordance with applicable privacy legislation.
- c) No negative comments or report about any employee shall be placed in any personnel file unless the employee concerned is first given a copy of the information. The employee shall have the right to include their written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.

12.02 Employee Access to Personnel File

An employee shall have the right to read and review their personnel file during business hours in the presence of a HR representative, upon reasonable notice and by written request to the Employer. An employee may request and shall receive a copy of any document, record or report contained in the employee's personnel file. An employee may request that a job steward attend with them.

12.03 Union Access to Employee Personnel File

A representative of the Union shall have the right to read and review an employee's personnel file during business hours in the presence of a HR representative, upon written authorization of the employee and upon reasonable notice and by written request to the Employer. On request, the Union representative shall present the authorization to the Employer and be provided with copies of any document, record or report contained in the employee's personnel file.

E*06 Signed on December 16, 2022.

For the Union:

For the Employer:



ALMA MATER SOCIETY 2022

AMS Proposals

AMS Number	Affected Article	Date: Dec 16/22	Time: 10:36am
AMS 8	14.02	Amend – Job Selection Criteria	

14.02 Job Selection Criteria

a) Internal hiring

The Employer shall fill job vacancies from within before hiring new, external employees providing employees are available with the necessary qualifications and/or potential as assessed by the employer, to fill the vacant position[s]. When two or more employees are assessed to have relatively equal qualifications and/or potential, the position shall be awarded to the applicant with the greatest seniority.

b) External Hiring

If no qualified internal applicants are available, the Employer may then re-post the position externally per the process outlined above; the external posting must have at a minimum the same requirements and information as the internal posting. Preference may be given to UBC students ~~and/or their spouse~~. The Employer shall also consider applicants from the Union's unemployed roster.

EPOE

Signed on December 16, 2022

For the Union:

For the Employer:



ALMA MATER SOCIETY 2022 AMS Proposals

AMS Number	Affected Article	Date: <i>Dec 16/22</i>	Time: <i>1:35 PM</i>
AMS 14	16.03	Amend – Employee Wellness Program	

- a) In a joint initiative to improve employee health and peace of mind, the Employer agrees to reimburse the employee seventy-five per cent [75%] of the cost of annual membership or participation in a program up to a maximum of one hundred dollars [\$100.00] per calendar year upon presentation of receipt.
- b) Such activities will be for the physical, mental or spiritual wellbeing of the employee and may include, but are not limited to, fitness programs, fitness videos, equipment, athletic footwear, fitness software/games, team sports, fitness facilities, yoga classes, self-defence instruction, costs associated with bicycle maintenance and repair for employees who commute or recreational cycle, and the relevant equipment required, massage therapy, counseling, prescription eyewear, health supplements, vaccines and anything prescribed by your physician qualify under this program but does not include clothing and video game consoles for those purposes except footwear.

E805

Signed on December 16, 2022

For the Union: *Phillip M. Bar*

For the Employer: *[Signature]*



ALMA MATER SOCIETY 2022 AMS Proposals

AMS Number	Affected Article	Date:	Time:
AMS 15	17.03	Dec 16 2022	3:49pm
Amend – Financial Assistance for Education or Training			

17.03 Financial Assistance for Education or Training

An employee who wishes to undertake acceptable bargaining unit position related courses will receive financial assistance, upon approval, in advance by the Employer. The employee will be advanced fifty percent [50%] of the tuition, texts, and examination costs paid or payable at commencement and will be advanced the balance of such costs upon the successful completion of the course or portion of the course for which financial assistance has been approved. No payment will be made for the costs of supplemental courses or examinations and repetition of the course to achieve successful completion of the course undertaken. Such financial assistance will be provided on the condition and understanding that:

- the employee has completed their probationary period;
- the course must be related and contribute or expand the employee's ability to carry out the job responsibilities as determined by the Employer;
- courses are approved based on the relevancy of the course and budget constraints;
- if the employee resigns within six [6] months following completion of the course, fifty percent [50%] of the financial assistance received for that course is repayable to the Employer.

EME Signed on December 16, 2022.

For the Union:  For the Employer: 



ALMA MATER SOCIETY 2022 AMS Proposals

AMS Number	Affected Article	Date: <i>Dec 16/22</i>	Time: <i>2:30pm</i>
AMS 9	20.05	Amend – Bumping Process 20.05c and 20.06	

20.05 Bumping Rights and Procedure

Employees who are displaced from their jobs, as a result of such bump-back procedure, may themselves move back and displace an employee[s] who has the least seniority in the same or other group for which such employees have the necessary qualifications and seniority.

In the event of a reduction of staff, if the qualifications as defined in Article 14, are relatively the same, the most junior employee shall be laid-off first and the most senior last.

(a) Definition of Bumping

Bumping means the process by which an eligible employee who is subject to displacement or layoff may obtain a position and continued work by replacing, or 'bumping', of an incumbent employee in accordance to the provisions of this Article. An employee who is thus replaced shall be deemed to be 'bumped' from their position.

(b) Bumping Rights

All employees who are subject to displacement shall have bumping rights under this Article and these rights shall apply equally to any employee who is bumped in accordance with this Article.

(c) Bumping Process

(i) An employee, who is subject to displacement shall have the right to displace or 'bump' an employee with less seniority in any position or job in the bargaining unit, providing that they have the ability, qualifications and required skills to perform the work.


(ii) For the purposes of this Article, ability to perform the work shall automatically be deemed to be demonstrated in respect of a given position or job where a person has worked in that position or job, or any predecessor or derivative of that position or job, for a total period of at least six (6) months at any time during the preceding two (2) years.

20.06 Recall

- a) Any regular employee with six [6] months or more of service who is laid-off due to lack of work or redundancy, shall be placed on a recall list for a period of six [6] months. Any regular employee one [1] or more years of service shall be placed on the recall list for a period of one [1] year.
- b) Employees on the recall list shall have the right to return to a vacancy in their former job classifications or to a similar classification for which they are qualified. Employees on the recall list shall be recalled in order of seniority.
- c) Notice of recall to an employee who has been laid-off shall be made by the Employer with an understanding that the Employer can provide acknowledgement that the communication was sent. The employee must respond to such notice within five [5] days of receiving it or possibly lose rights of seniority and recall, however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.
- d) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.
- e) Employees recalled to a position in a salary range which is lower than for their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. If the former salary is higher, they shall be paid the maximum rate for the lower position.
- f) The foregoing salary policy shall also apply in the case of demotions due to layoffs and other circumstances.
- g) Employees will be paid out for accrued time and severance, when they option out of recall or at the end recall period.
- h) The pension plan will not be terminated until the employee options out of the recall or the end of the recall period.
- i) 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.
- j) An employee who does not accept a recall will have no further right of recall until the next notice of recall.

EdGE Signed on December 16, 2022.
For the Union:



For the Employer:




(Canadian Office and Professional
Employees Union, Local 378)

ALMA MATER SOCIETY 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 6	21.05	<i>Amend-Extended Health Care</i>	

21.05 Extended Health Care

Increase chiropractor, chiropractor x-rays and massage therapy coverage to six hundred dollars (\$600.00) each calendar year.

Increase psychologists/ social workers/ clinical counsellors coverage to six hundred dollars (\$600.00) each calendar year.

E&OE
Signed off this 7th day of February 2023

For the Union *Phillip M. Bao*

For the Employer *Celia Chung*



ALMA MATER SOCIETY 2022 AMS Proposals

AMS Number	Affected Article	Date: Dec 16/22	Time: 10:45 AM.
AMS 10	23.03	Amend – Standard Working Hours and Days	


23.03 Standard Working Hours and Days

- a) The work week for all full-time employees consists of thirty-five [35] hours.
- b) General Administrative office hours are from 8:00 a.m. to 5:00 p.m. other hours may be specified according to the needs of the Employer. The Administrative office will remain open during the core hours from 9:00 a.m. to 4:00 p.m., Monday through Friday, but the core hours for the Conference and Catering sales staff Co-ordinators and Bookings Technician shall be between 7:00 a.m. and 7:00 p.m., utilizing modified workweek.
- c) Group I jobs are guaranteed twenty [20] hours of work per week, unless otherwise agreed to by the parties.
- d) Employees will not be expected to work between 11:00 pm and 5:00 am. If there is a necessity to work during these hours, the Employee shall not be required to report for work at their scheduled time, and it is mutually agreed that at a minimum, the required time off between shifts contained under the provisions in the BC Employment Standards Act, as may be revised from time to time, shall apply. Notwithstanding the foregoing, the minimum specified may be extended through mutual agreement taking the departmental and employees' personal commitments into account.
- e) The hours of work, Monday through Friday between 8:00 a.m. to 5:00 p.m. applies equally to part-time employees as it would to full-time employees

E & OE

Signed on December 16, 2022.

For the Union: 

For the Employer: 



(Canadian Office and Professional
Employees Union, Local 378)

ALMA MATER SOCIETY 2021 Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU		
UP9	25.03	Nov 21 / 2022	11:51am
		New-Banking Vacations	

25.03 Banking Vacations

Vacations must be taken during the calendar year in which it accrues. ~~An employee may not carry over all or part of their vacation entitlement from year to year without written approval from the Employer.~~ However, after one (1) year of service all employees are eligible to carry over vacation, up to two (2) weeks to be taken in the following year.

E&OE

Signed off this November day of 21 2022

For the Union

Philip M. Bar

For the Employer

[Signature]



(Canadian Office and Professional
Employees Union, Local 378)

ALMA MATER SOCIETY 2021 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP 10	26.01	Nov 21/2022	11:55am
New-Paid Holidays			

26.01 Paid Holidays

- a) The Employer agrees to provide all employees with the following statutory holidays, with pay:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	<u>National Day for Truth and Reconciliation</u>
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government, provided that such holidays are recognized by the University of British Columbia for its own staff. Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day or days off, with pay, to be taken either a Friday or a Monday or at a time mutually agreed with the Employer.

- b) The Employer recognizes that an employee may, for religious reasons; wish to observe holidays in lieu of those listed in 26.01(a). In recognition that ten (10) of the aforementioned days are Statutory Holidays governed under Provincial Legislation, the Employer agrees that an employee who wishes to observe such alternate spiritual or holy days may request in writing sixty [60] days in advance to observe such days and choose to work on the non-statutory holidays of Boxing Day and/or Easter Monday without any entitlement to shift premium. Personal Leave provisions may also be applied to observe such days.
- c) No work shall 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 double the employee's regular rate in addition to the regular salary.

E&OE

Signed off this November day of 21 2022

For the Union

Phillip M. Bar

For the Employer

[Signature]



(Canadian Office and Professional
Employees Union, Local 378)

**ALMA MATER SOCIETY
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 11	27.01	New- Pregnancy and Parental/Adoption Leave	

ARTICLE 27 - LEAVE OF ABSENCE

27.01 Maternity Leave

- (a) A regular employee shall be eligible for up to ~~thirty-five (35)~~ seventeen (17) weeks maternity leave to be taken in accordance with the Employment Standards Act. At the request of the employee, the Society will provide the employee with a written statement of conditions applying to maternity leave.

27.02 Parental Leave

- a) A regular employee shall be eligible for up to ~~thirty-five (35)~~ sixty-one (61) consecutive weeks parental leave, in the case of a birth parent, and ~~thirty-seven (37)~~ sixty-two (62) consecutive weeks in the case of a parent, to be taken in accordance with the provisions of the Employment Standards Act.
- b) A request for parental leave must be submitted, in writing, at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental/adoption leave. Such request must be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child; or the probable date of birth of the child (if a certificate has not been provided in conjunction with a request for maternity leave); or
- c) Parental leave shall commence:
- (i) In the case of a parent, immediately following the end of the maternity leave.
- (ii) In the case of a parent, following the birth of the child; and within the ~~fifty-two (52)~~ seventy-eight (78) week period after the birth date of the new born child.
- d) An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- e) In the case of the birth parent, this leave must be taken immediately following the end of the maternity leave Article 26.01. In no case will the combined maternity

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Signed off this 9th day of February 2023

For the Union

For the Employer

and parental leave exceed ~~fifty-two (52)~~ seventy-eight (78) weeks; unless authorized by a medical practitioner.

- f) In the case of a parent, this leave must be taken within the ~~fifty-two (52)~~ seventy-eight (78) week period immediately following the birth of the child. In order to be eligible for such leave, the employee shall be required to furnish to the Society proof of the child's birth.
- g) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- h) If the employee elects to continue to pay their share of the premium cost of the benefit plans then the company will continue to pay the employer's portion of the benefit premiums while the employee is on leave.

27.03 Adoption Leave

- a) An employee who is adopting a child may, upon a minimum of four (4) weeks' written notice, request up to ~~thirty-seven (37)~~ sixty-two (62) consecutive weeks, without pay, beginning within ~~fifty-two (52)~~ seventy-eight (78) weeks after the child is placed with the parent. An employee shall be entitled to extend the adoption leave by up to an additional five (5) weeks leave without pay, if it is certified by a medical practitioner, or the agency that placed the child suffers from a physical, psychological or emotional condition. In order to be eligible for leave of absence under this Article, the employee shall be required to furnish the Society proof of adoption(s).
- b) In order to be eligible for leave of absence under this Article, the employee shall be required to furnish the Society proof of adoptions(s).
- c) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- d) If the employee elects to continue to pay their share of the premium cost of the benefit plans then the Society will continue to pay the employer's portion of the benefit premiums while the employee is on leave.
- e) When an employee on adoption leave fails to notify the Company at least thirty (30) days prior to their intended date of return to work, 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 bulletining 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 adoption leave.

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Signed off this 9th day of February 2023

For the Union



For the Employer





(Canadian Office and Professional
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**ALMA MATER SOCIETY
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP12	27.04	Nov 21/2022	11:56am
		Amend- Bereavement Leave	

27.04 Bereavement Leave

- a. In case of death in the immediate family of the employee, i.e., spouse, parent, step-parent, children, step-children, foster-children, siblings, in-laws, grandparents and grandchildren an employee shall be granted compassionate leave of three [3] days with pay and five [5] days with pay for services out of the Lower Mainland. This leave of absence will not be charged against paid sick leave, annual vacation entitlement or Personal Leave.
- b. The Employer will allow the employees paid leave of absence up to ½ a working day for the purpose of attending a funeral. This may be extended to one [1] day in the event of a remote location, conflicting timing, and/or other situations that makes a one-half [½] day unworkable. This time off would be subject to departmental requirements and the time off is to be charged to the employee's Personal leave.

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Signed off this November day of 21 2022

For the Union

For the Employer



(Canadian Office and Professional
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ALMA MATER SOCIETY 2021 Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU		
UP 13	27.09	Dec 16/22	11:08 AM.
		Amend-Compassionate Care Leave	

27.09 Compassionate Care Leave

This Article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act, and will be amended in accordance with the legislated changes to the Act.

- a) In this ~~section~~ article, "family member" means:
- A member of an employee's immediate family, and
 - Any other individual who is a member of a prescribed class.
- b) An employee who requests leave under this ~~section~~ article is entitled to up to eight ~~(8) twenty-seven (27)~~ weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after
- The date the certificate is issued, or
 - If the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the Employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this ~~section~~ article no earlier than the first day of the week in which the period under ~~subsection (a)~~ article 27.09(b) begins.
- e) A leave under this ~~section~~ article ends on the last day of the week in which the earlier of the following occurs:
- The family member dies;
 - The expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- f) A leave taken under this ~~section~~ article must be taken in units of one or more weeks.
- g) If an employee takes a leave under this ~~section~~ article and the family member to whom ~~subsection (a)~~ article 27.09(b) applies does not die within the period referred to in that ~~subsection~~ article, the employee may take a further leave after obtaining a new certificate in accordance with ~~subsection (a)~~ article 27.09(b) and ~~subsection (g) to (f)~~ article 27.09(c) to 27.09(f) apply to the further leave.

E&OE

Signed off this December day of 16 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ALMA MATER SOCIETY
PROPOSALS 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP 15	27.10(g)	Nov 21 / 2022	11:57am
New-First Responder Leave			

27.10 Other Leaves of Absence

g) First Responder Leave

Employees who are volunteer emergency and rescue workers will receive five (5) days paid leave to provide emergency services when dispatched.

E&OE
Signed off this November day of 21 2022

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ALMA MATER SOCIETY
PROPOSALS 2021
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP 16	27.10(h)	Nov 21/2022	11:58am
New-Domestic or Sexual Violence Leave			

27.10 Other Leaves of Absence

h) Domestic or Sexual Violence Leave

An employee who requests leave under this Article shall be entitled to up to ten (10) days of paid leave and up to seventeen (17) weeks of unpaid leave if an employee or the employee's child has experienced domestic or sexual violence.

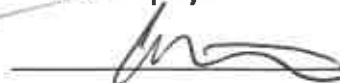
E&OE

Signed off this November day of 21 2022

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**ALMA MATER SOCIETY
PROPOSALS 2021
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP 17	27.10(i)	Nov 21/2022	11:59am
		New-Gender Transition Leave	

27.10 Other Leaves of Absence

i) Gender Transition 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) days of paid leave for the procedure required during the transition.

The employee will be entitled to provisions of other leave as seen in Article 27 Leave of Absence including 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 of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

E&OE

Signed off this November day of 21 2022

For the Union

For the Employer



ALMA MATER SOCIETY 2022
AMS Proposals

AMS Number	Affected Article	Date: <i>Dec 16/22</i>	Time: <i>10:47AM</i>
AMS 12	31.03	Amend – Public Minutes	

~~31.03~~ Public Minutes

~~The Employer agrees to have all public stenography done by a stenographer who is a member of this Union, if available, or a public stenographer who can supply the Union label.~~

EPOE

Signed on December 16, 2022.

For the Union:

For the Employer: 



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 18	31.04	Amend-Food Promo	

31.04 Food Promo/Meal card

At the time of hire or once annually each employee shall have the right to choose whether or not to participate in this program. Should the employee choose to participate the following conditions apply:

- ~~the Employer agrees to pay for the food promo chits to a maximum of six dollars and forty two cents [\$6.42] per day per participating employee;~~
- ~~the participating employee agrees to a reduction of \$1,000.00 in their gross salary.~~

Each employee shall be entitled to a meal card with a value of seven dollars (\$7.00) per business day at all AMS operated food outlets. Meal cards shall be credited at the beginning of each month with the estimated value of the employee's working days for the month. Statutory holidays will be deducted from the number of working days. In the case the balance is not used by the end of the eligible month, the balance will be topped up to the following month's allotment on the first of that month.

Meal cards are non-transferable and are intended for meals consumed at work only. Alcohol purchases are excluded.

E&OE

Signed off this 16th day of February 2023

For the Union

For the Employer



(Canadian Office and Professional
Employees Union, Local 378)

ALMA MATER SOCIETY 2021 Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU	December 16 2022.	3:09
UP 19	31.08	New – Workload	

31.08 Workload

(a) Reasonable Workload

The Employer agrees to make every reasonable effort to ensure that the workload is fairly distributed amongst employees within the same job classification, department and headquarters.

(b) Workload Disputes

When an employee believes that their workload is not fair or reasonable as cited in Article 31.08(a) they may refer the matter to the Joint Workload Review Committee. The committee will review the complaint and issue recommendations on it to the parties.

(c) Joint Workload Review Committee

The Parties agree to establish a Joint Workload Review Committee comprised of an equal number of representatives of management and of the Union, with each party selecting its own representatives. The committee shall:

(1) Investigate complaints concerning workloads.

(2) Provide recommendations to the parties for corrective action if warranted. The committee shall meet in response to specific complaints within (14) fourteen days from the time of complaint submitted. Employees, who are committee members, will receive time off with pay for their work on the committee.

(3) The Parties agree to meet upon ratification to review existing workload issues and then biannually or as requested by either party.

(d) Any outstanding issues that cannot be resolved through this committee may be referred through the grievance procedure under Article 10.

E&OE

Signed off this December day of 16 2022

For the Union

For the Employer