

COLLECTIVE AGREEMENT

BETWEEN

Alma Mater Society



(Hereinafter termed the "Employer")

- and -

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION LOCAL 378**



(Hereinafter termed the "Union")

Term: June 1, 2013 – May 31, 2016

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This Agreement is made and entered into by and between:

ALMA MATER SOCIETY

(Hereinafter termed the "Employer")

- and -

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 378

(Hereinafter termed the "Union")

as evidenced by signature(s) of their duly authorized representative(s) hereinafter affixed.

ARTICLE 1 - GENERAL AGREEMENT

1.01 Change in Agreement

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the parties.

1.02 No Other Agreement

The Employer agrees not to enter into any agreement with any employee or group of employees which conflicts with the terms and conditions of this Agreement.

1.03 Definition of Days and Weeks

All references to "days" mean "working days"; references to "years" mean "calendar years" unless otherwise specified in the Agreement.

1.04 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and employees.

ARTICLE 2 - INTERPRETATION

2.01 Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia and the Government of Canada.

2.02 Common Meaning

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

2.03 Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid for interpretation.

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, 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.

ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNIT DESCRIPTION

4.01 Union Recognition and Bargaining Unit Description

This Agreement shall apply solely to employees for which the Union is certified under the Labour Relations Act and shall be binding on the Employer and the Union and their respective successors and assigns.

Henceforth in this Agreement where the term employee[s] is used, it shall be defined solely as bargaining unit employees.

4.02 Application of Agreement

a) New Positions

New bargaining unit positions or jobs established by the Employer, and therefore covered by the Union's certification, shall be included in the bargaining unit unless specifically excluded by order of the Labour Relations Board of British Columbia or any of its successors.

b) Where the Employer establishes a new position, and a dispute arises as to whether the new position is within the bargaining unit covered by this Agreement, either party may submit the issue to the Labour Relations Board. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of the Collective Agreement.

- c) Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive collective bargaining agent where such employees are required to perform their work functions anywhere within the Province of British Columbia, or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer.

4.03 Contracting Out

No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted or assigned to any non-bargaining unit person without prior negotiation with the Union.

ARTICLE 5 - UNION REPRESENTATION

5.01 Union Representatives

- a) Although the Employer maintains their right to communicate with their employees on an individual or group basis, the Employer understands that such meetings and communications will not be interpreted or construed as representing the Union's official position unless such employees are elected or appointed representatives of the Union.
- b) Additionally, the steward and the Representative of the Union shall have the right to contact and notify employees at the workplace, but not during their working hours on matters respecting this agreement and its administration. Such meetings shall occur on scheduled breaks or on the employees own time. Stewards and committee members needing to leave duties to attend to matters respecting the Agreement, its administration or other bona fide duties associated with their position shall request permission from their immediate supervisor before leaving the work area for such purposes. Such permission will not be unreasonably withheld, and the Union agrees there will be no undue disruption of work.
- c) Meetings held for official Union business during regular business hours will require five (5) business days advance notice to the Employer. The Employer will respond no later than two (2) business days in advance of the meeting.
- d) The steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- e) All conversations between stewards and grievors pertaining to terms and conditions of employment or pertaining to any matter in the Collective Agreement shall be considered privileged. The parties agree that this privilege would lend itself to a trust relationship that must exist between job stewards and members.

- f) The Employer agrees to supply a copy of correspondence to the Union to the steward(s). Private and confidential matters are exempt.
- g) The Employer recognizes the Union's right to select job stewards to represent employees in matters pertaining to this Agreement.
- h) The Union agrees to provide the Employer with a list of the employees designated as job steward(s) and to notify the Employer immediately in writing of any changes in the designation.

5.02 Leave Of Absence for Union Business (without loss of pay)

The job steward may, within reason, investigate and process grievances or confer with the Representative[s] of the Union during regular working hours, without loss of pay. The job steward will obtain permission from the immediate supervisor before leaving the immediate area for such purposes and such permission will not be unreasonably denied.

5.03 Time off Work for Other Union Business (unpaid)

- a) Upon thirty [30] 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) Upon thirty [30] calendar days' request, an employee who is elected or appointed for a full-time position to the Union, or any body 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 she/he 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.

5.04 Bargaining Committee

The Employer shall allow leaves of absence for a maximum of two (2) bargaining committee members. To bargain with the Employer.

5.05 Union Access

- a) Subject to availability, the Employer agrees to provide the bargaining unit members with suitable meeting rooms at its premises, free of charge, when required for the purpose of meetings between the Union and the bargaining unit.
- b) Representatives of the union shall have access to the Employers premises during normal business hours to assist the employees in dealing and negotiating with the Employer. The union agrees there shall be no undue disruption of work.
- c) The Employer agrees that access to its premises shall be allowed to any Representative of the Union for the purpose of meeting with the Employer concerning business related to the Union or job stewards and any specifically affected employees pertaining to a grievance or potential grievance, provided advance notice is supplied to the Employer, in which case such permission shall not be unreasonably denied.
- d) It is understood and agreed that the Union representatives visiting the workplace or premises of the Employer shall not interfere in the work performed by employees, without the express permission of management and such permission will not be unreasonably denied.

5.06 Union Insignia

- a) In order that the Employer's general membership and the general public may be aware that a portion of the Employer's work site is represented by COPE, Local 378 members may request to display the Union label in their work area. The location of the label shall be by mutual agreement with the Employer but it is understood that such placement will not be to the detriment of department information signs or materials, nor shall the size and location be considered in a dominant presence. The Union and the Employer mutually agree to act reasonably in considering such requests.
- b) Employees shall be entitled to wear union pins and emblems while they are working.
- c) The Union shall provide Union emblems, labels and logos to the Employer as available at no cost.

5.07 Bulletin Boards

The Employer agrees to provide suitable space for a bulletin board to the Union for the exclusive purpose of posting union notices relating to meetings, dues, entertainment, health and safety, and other general union activities. It is recognized that the Employer is a non-partisan political organization and has approved policies on a variety of issues as adopted and revised from time to time by AMS Council. Therefore all notices not specifically related to COPE – Local 378, including their affiliates shall be submitted to the Employer before being posted. Such approval will be through at least two [2] of the Elected Executives. Communication deemed to be politically partisan in nature or recognized to be in conflict with the approved policies of the Employer will not be permitted to be posted. Approval shall not be unreasonably withheld by the Employer.

5.08 No Discrimination for Union Activity

- a) The Employer shall recognize the steward[s], the members of the Joint Consultation Committee, or the members of any other established joint committees who are elected or appointed by the Union, and shall not discharge, discipline or otherwise discriminate against such stewards or committee members for carrying out the duties proper to their position[s]. The Union shall inform the Employer in writing of the name[s] of the steward[s].
- b) The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement.

ARTICLE 6 - UNION MEMBERSHIP AND DUES

6.01 Union Membership

- a) An employee who, as of the date of the execution of this Agreement is a member of the Union or who thereafter becomes a members of the Union, shall remain a member of the Union for the duration of this Agreement.
- b) The Employer further agrees that all new bargaining unit employees hired subsequent to the effective date of this Agreement, shall as a condition of employment within thirty [30] days from the date of employment, become and remain members of the Union.

6.02 Union Dues Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute a written assignment of wages substantially in the form supplied by the Union providing for the deduction from the employee's pay or salary the amount of the regular monthly or other dues, including initiation fees or assessments payable to the Union in accordance with the Union Constitution and/or bylaws.

6.03 Union Dues

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 list of employees from whom such deductions have been made.

6.04 Information for New Employees

- a) The steward of the Union shall be given an opportunity to interview each new bargaining unit employee within regular working hours, without loss of pay, for a maximum of thirty [30] minutes during the first month 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.

ARTICLE 7 - PERSONAL RIGHTS

The parties agree to abide by the Society's Policy and Procedure entitled Discrimination, Harassment & Sexual Harassment as revised from time to time by mutual agreement through the Joint Consultation Committee.

7.01 Legislation

The parties hereto 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 UN 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 "Discrimination and Harassment Policy". This document has its own processes and remedies. However failure to invoke the process is grievable.

ARTICLE 8 - EMPLOYEE CATEGORIES

8.01 Permanent Full-Time Employees

Permanent full-time employees are employees engaged on an ongoing basis. Permanent full-time employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically to temporary employees.

8.02 Part-Time Regular Employees

An employee hired to work regular hours or days on a continuing basis but who works less than the normal working hours in a month. These employees shall be covered by all conditions of this Agreement, except as follows:

- a) They will receive paid Holidays on a pro rata basis which is included in the hourly rates of pay as defined in Appendix "A" of this Agreement.
- b) Vacation pay as provided in Article 25, Vacation Pay will be calculated on the same pro rata basis as for a full-time employee with the same calendar service.

8.03 Temporary Employees

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

ARTICLE 9 – SENIORITY

9.01 Definition of Seniority

Seniority shall mean length of continuous service, with the Employer and its predecessors, as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

9.02 Calculation of Seniority – General

- a) An employee on leave of absence on Union business under Article 5.02, or on sick leave and extended sick leave under 27.06, will continue to accrue seniority.

b) Seniority Accrual When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any employee who is absent from work due to layoff; paid holidays; floating holidays; lieu days, banked overtime taken as time off work; vacation; any leave of absence including, but not limited to, with respect to illness, injury, maternity and/or paternity leave, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work, subject to the provisions of Clause 9.03(c) below.

c) Payment of Union Dues to Preserve Seniority Accrual When Absent From Work

If an employee continues to accrue seniority under this Agreement during any absence from work, such employee must continue paying union dues, fees, assessments and/or levies directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 6. If the employee does not continue to make such payments, and a waiver is not granted by the Union, then such employee shall lose all accumulated seniority and employment shall be terminated.

9.03 Calculation of Seniority - Probationary Employees

Probationary employees shall not accrue any seniority until such time as they successfully complete their probation period per Article 13, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article, retroactively from their last date of hire.

9.04 Calculation of Seniority – Temporary Employees

- a) Seniority shall accrue for all temporary work of more than ninety [90] days of service.
- b) Temporary employees who attain regular status shall have seniority credited from the latest date of hire with the Employer, providing such employment falls within twelve [12] months of the end of the temporary posting. Such seniority will only accrue for the time worked and will not include periods of layoff. A probationary period will commence from the date of achieving regular status but provided that there is a material change to their job or duties.

9.05 Service Outside the Bargaining Unit

- a) Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-joining the Union for purposes of seniority credit.
- b) The parties agree that notwithstanding Article 9.01, the seniority for employees who were formerly excluded but subsequently included in the bargaining unit shall mean length of continuous service, with the Employer and its predecessors, as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to their recognition as employees in the bargaining unit.

9.06 Application of Seniority

- a) Employees who submit requests for leave for the following:
 - i) days to be taken off work;
 - ii) rest days;
 - iii) floating days;
 - iv) banked overtime;
 - v) unscheduled vacation;
 - vi) leaves of absence;
 - vii) or any other leave laid out in this Agreement;
approval will be given by the Employer in seniority order.
- b) Once approval has been given, no senior employee may "bump" a junior employee from this approved leave.

9.07 Loss of Seniority

An Employee shall lose his or her seniority only in the event:

- a) the employee is discharged or terminated for just cause and subsequently not reinstated;
- b) the employee voluntarily terminates (resigns) employment in accordance with this Agreement or abandons his or her position;
- c) the employee retires in accordance with the applicable provisions of this Agreement;
- d) the employee is laid off and recalled and fails to return to work in accordance with this Agreement.
- e) the employee accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this Agreement;
- f) the employee fails to maintain membership in good standing in the Union.

9.08 Seniority List

Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION

10.01 Grievance Processing

- a) The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.
- b) Nothing in the grievance procedure shall be deemed to take away the right of any employee to present and discuss a problem of a personal nature directly with the Employer.
- c) Grievances or complaints shall be settled in the following manner:
 - i) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step I.
 - ii) If the Employer or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step III.
- d) For the purpose of this Article the word "employee" when used, will be interpreted to refer to any employee of the Employer who is a member of the bargaining unit. The grievor shall be allowed the necessary time off, with pay, to attend grievance meetings with the Employer.

10.02 Grievance Defined

"Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this collective Agreement, whether between the Employer and any employee or employees bound by the Collective Agreement or between the Employer and the Union.

10.03 Employer or Union Grievance

Whether either party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either party may initiate a policy grievance, in writing, within **ten (10) working days** of the date of becoming aware of the action or the circumstances giving rise to the policy grievance.

- a) The grieving party, i.e. either the Union Representative or the Management Representative of the Society, or their nominee(s), shall initiate same by letter. Within ten (10) working days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance.

- b) Notwithstanding the above, an employee shall have the right to appeal in accordance with the grievance and arbitration procedures contained in this Article, any disciplinary action taken by the Employer.

10.04 Dismissal, Suspension Grievances

- a) The burden of proof of just and reasonable cause shall rest with the Employer.
- b) Grievances concerning dismissal or suspension of an employee may be submitted directly to Step III, Article 10.07, at the option of the grieving party, within ten (10) working days of the termination or suspension.

10.05 STEP I

- a) The employee involved shall first take up the grievance with the supervisor directly 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.

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 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 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 General Manager or an appointed nominee will discuss the grievance with a representative of the Union.
- c) Within ten (10) working days of the receipt of the Union's referral to Step III, the 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 arbitration as set out in Article 10.08 or 10.09.

10.08 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 [$\frac{1}{2}$] the remuneration and disbursements or expenses of the Arbitrator.

10.09 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 (½) the remuneration and disbursements or expenses of the Mediator.

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.
- e) 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 may be 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.

ARTICLE 11 — DISCIPLINE, SUSPENSION and DISCHARGE

11.01 Just Cause

- a) It is hereby agreed that the Employer has the right to discharge for just cause and notice or pay in lieu of notice may be given in the event of such discharge, at the Employer's option.
- b) If a regular employee is terminated, except as provided in above, said employee shall receive ten [10] working days' notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two [2] weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

11.02 Procedural Requirements

- a) All conversations between stewards and grievors pertaining to terms and conditions of employment or pertaining to any matter in the Collective Agreement shall be considered privileged. The parties agree that this privilege would lend itself to a trust relationship that must exist between stewards and members.
- b) The Employer agrees to supply a copy of correspondence to the Union to the steward. Private and confidential matters are exempt.

11.03 Progressive Discipline

- a) As outlined in the Employer's Policy and Procedure's Manual, which is located on the Society's shared internal network. This Policy and Procedures manual will be reviewed by the Union annually.
- b) An employee shall have the right to have a steward present at any formal

discussion with the Employer, for disciplinary and discharge procedures. The Employer agrees to notify the employee in advance of any formal interview for disciplinary purposes to allow for the presence of a steward if the employee so requests. The steward shall also have the right to have a Union Representative or alternate steward present at a formal disciplinary or discharge discussion with the Employer. There shall be no undue disruption of work. All such meetings and discussions shall be during regular working hours.

- c) An employee shall have the right to refuse to participate or to continue to participate with the Employer, in meetings which he or she believes to be disciplinary in nature and ought to be subject to Union representation and such Union representation is not present. An Employee who exercises this right of "non-participation" shall not suffer any prejudice, penalty, discipline or other adversity as a result.
- d) The Employer shall advise an employee, in writing, of any disciplinary action taken including, but not limited to warning, reprimand, suspension, discharge or termination and the reasons in full for such action, at the time of taking any such action. The Employer shall also promptly provide the Union with a copy of each such disciplinary notice.

11.04 Time off Work For Discipline Related Meetings

Employees, including Union representatives, required by either the Employer or the Union to attend or participate in any investigation, discussion, meeting or hearing with respect to the discipline, discharge or termination of any employee under this Agreement, shall be granted time off work by the Employer for this purpose and this time shall be deemed to be time worked. The employee and the steward(s) shall request time off to conduct investigations, discussions, etc, from their supervisor, such time off shall not be unreasonably withheld.

11.05 Work Assignments and Relocation Not To Be Used For Disciplinary Purposes

The Employer shall not have the right to assign or reassign, add to or subtract work or to locate or relocate any Employee as a disciplinary action except with discussion with the Union.

11.06 Discipline Grievances - Arbitrator's Remedial Authority

If upon joint investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, the affected employee shall be subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, re-instated to his/her former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

ARTICLE 12 - PERSONNEL FILE AND PERFORMANCE ASSESSMENTS

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.
- 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. She/he shall have the right to include her/his 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 his or her personnel file during business hours, 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.

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, 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.

12.04 Performance Assessments

- a) Written performance assessments may be used by the Employer as a means of assisting in the training and development of employees or to bring to the employee's attention areas that require improvement. An employee shall be given sufficient opportunity to read, review and discuss any such performance assessment. The employee may sign the assessment, which act shall only indicate completion of the assessment, not concurrence or rejection.

12.05 Purging Personnel Files

Any employee may request that disciplinary letters be expunged from their file after twenty-four [24] months without further incident. The request will be reasonably accommodated depending on the seriousness of the original action and Management shall provide a reasonable explanation to the affected employee.

ARTICLE 13 - PROBATIONARY EMPLOYEES

13.01 Probationary Period

- a) All new employees, except temporary employees, will be considered probationary for the first three [3] months of employment. After three [3] months employment, an employee will become regular.
- b) Temporary employees transferred to, or attaining regular status shall have their temporary period of employment included in their probationary period. This period may be extended by mutual agreement between the Union and the Employer.

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 familiarization necessary to assist the new employee to meet these standards.

- b) The Employer shall inform a probationary employee of any deficiencies in their performance and shall provide an opportunity for correction of the deficiencies, prior to the dismissal of the probationary employee.
- c) Either prior to, or upon expiration of, the probationary period or any extension of the probationary period, the Employer shall confirm the successful completion of probation by a new employee or otherwise dismiss the employee in accordance with this Article, or in the alternative, advise the employee of an extension in accordance with Article 13.01(b).

13.03 Dismissal of Probationers

- a) A probationary employee shall only be dismissed by the Employer for just and reasonable cause and the burden of proof of just and reasonable cause shall rest with the Employer.
- b) The test of just and reasonable cause for dismissal of a probationary employee shall be a test of their suitability for continued employment in the position in which they are employed.

ARTICLE 14 - FILLING JOB VACANCIES

14.01 Posting Job Vacancies

- a) Hiring Process
 - i. When a job vacancy occurs, or new positions are created, the Employer shall post the position and provide an electronic copy of the posting to the job steward, and the Union office, within one [1] month of the position becoming vacant, unless the Employer gives notice of extenuating circumstances.

- ii. Postings

The Employer shall post the position for five [5] business days and at the same time provide an electronic copy of the posting to the steward and the Union office.

These will be in the Employer's standard format and will include Position Title, reporting relationship, position responsibilities, qualifications and experience required, salary range, normal working hours and/or unique working hours if applicable, and the closing date for applications. The posting will include the fact that the position is included in the Bargaining

Unit and the approved position Group classification. Interviews, notifications, and the position commencement date will be conducted in a timely manner.

- iii. Following this process, a vacancy will normally be filled within thirty [30] days of the closing date, unless notification of extenuating circumstances is provided to the steward and the Union office.

b) Union notification

The Employer agrees to notify the Steward when employees covered by this Agreement are promoted, demoted, transferred, laid off, recalled, resign, are suspended or are terminated.

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.

14.03 Promotions and Transfers

- a) In filling vacancies, that result from promotions, transfers, lay-offs or recalls, the Society shall effect any such moves in personnel, first on a basis of qualifications, determined by the Society, such as ability, experience, merit, efficiency, aptitudes and education, and where these factors are relatively equal, seniority shall be the determining factor.
- b) Employees promoted to a higher-rated position shall be on trial for the first three [3] months. If during the first three [3] months they are considered to be unsuitable, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any increments which they may have become entitled

to had they not been promoted.

- c) The Employer agrees to conduct a formal review after one [1] month in the new position to identify strengths and areas of development to allow the employee to address any performance concerns prior to the conclusion of the three [3] month trial period. In addition it is understood that at the conclusion of the initial three [3] month trial period if the employee feels that they need more time to assess their suitability for the position and the Employer feels that more time is appropriate, then through mutual agreement consideration will be given to providing an additional trial period of up to three [3] month in the position under the same terms and conditions.

- d) Definition of Promotion

A move by an employee from a job in a lower job group to a job in a higher job group shall be defined as a promotion for all purposes under this Agreement.

- e) Eligibility for Promotion

All employees shall be eligible for promotion in accordance with this Agreement, providing the employee is qualified for the position, and in good standing.

- f) Manner of Promotion

Promotion of employees must be undertaken in accordance with the express provisions of this Agreement concerning promotion.

14.04 Lateral Transfer

Lateral transfer means a move to a new job which is neither a promotion, nor a demotion.

ARTICLE 15 – SALARIES

15.01 Salary Scale

- a) Employees will be classified in accordance with the skills used and shall be paid not less than the salary specified for such classification, in accordance with the salary plan classifications and duties outlined thereunder, as set forth in Appendix "A", which is attached hereto and made part of this Agreement.
- b) Any position not covered by Appendix "A", new positions which may be established during the life of this Agreement, changes in job duties or re-classification of existing positions, shall be subject to negotiation and agreement between the Employer and the Union with respect to classification and salary for the positions

in question. Such new changed or re-classified jobs are to be given to the Steward and Union office. In the event the parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Article 10 of this Agreement.

- c) It is agreed that the salaries herein provided are minimum scales. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any employee may not be given an increase in pay before period specified or be advanced or promoted in the service of the Employer.

- d) Promotional Increases

An employee who is promoted to a higher position shall receive the minimum for the new job classification or step in the range which shall ensure a minimum increase in salary of twenty-five [\$25.00] dollars per month.

15.02 Position Descriptions

The Employer agrees to provide position descriptions for all positions covered under this Agreement. Such Descriptions will include the position title, reporting relationship, summary of position responsibilities, employment status, and qualifications and experience required. It is recognized that responsibilities may change from time to time and that Position Descriptions cannot include everything, therefore they will not be attached to the Collective Agreement. Significant changes in responsibilities will be discussed with the Union through the Joint Consultation Committee and salary will be negotiated if applicable.

15.03 Substitution Pay

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate as determined by the foregoing Clause 15.01 (d), for the period so employed. This provision shall not apply for brief periods of one [1] day or less providing the substitution is temporary in nature. It is understood that if the employee is required to work in a substituted role greater than one [1] day in the two week standard pay period, as part of their on-going position responsibilities, they will be entitled to the appropriate substitution pay.

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

16.01 Occupational Health and Safety

The Union and Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

16.02 Joint Occupational Health and Safety Committee

There shall be one (1) representative named by the Union to be appointed to the Occupational Health and Safety Committee.

Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Union, and a copy shall be posted on the Union bulletin board.

The Union representatives on the Health and Safety Committee shall be entitled to five (5) days Educational Leave 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.

16.03 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, 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, but does not include clothing for those purposes except footwear.

16.04 Computer Safety

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

ARTICLE 17 – TRAINING AND EDUCATION

17.01 Education Leave

Where the Employer requests or requires an employee to take courses, the Employer shall pay the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. In the event the course is located out of town, reasonable travel and per diem costs related to the course will be reimbursed as per the employer's standard business expense policy as revised from time to time.

17.02 Cross Training

The Employer and the employees agree to cooperate in the development and implementation of a programme of cross training employees in order to facilitate a flexible work schedule, adequate vacation and sick leave coverage, and adequately address client/customer service issues.

17.03 Financial Assistance for Education or Training

An employee who wishes to undertake acceptable bargaining unit courses will receive financial assistance, upon approval, in advance by the General Manager. 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:

- a) the employee has completed his/her probationary period;
- b) the course must be related and contribute or expand the employee's ability to carry out the job responsibilities as determined by the AMS;
- c) 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 AMS.

17.04 Time Off for Examinations

An employee will be provided time off with pay to write examinations on a course approved pursuant to Article 17.03 above, if the examination for such course must be written during normal working hours.

ARTICLE 18 – JOB SHARING

- a) Job sharing shall refer to a voluntary agreement between the Union, the Employer and two [2] regular full-time employees to share one full-time position with respect

to workload and salary level. One set of benefits under this Agreement shall remain in place. If there is to be a second set then the employees will share the cost of the second set. Pension contributions will be pro-rated based on the hours scheduled.

- b) Upon one [1] months' notice by written request of the employees, the duties of a regular, full-time position may be shared by two [2] employees on a part-time basis. The Employer shall not unreasonably withhold permission. Such job sharing arrangements shall be by mutual agreement between the Employer and the Union.

ARTICLE 19 - TRAVELING ALLOWANCES AND LIVING EXPENSES

19.01 Travelling Allowances

- a) No employee should be out of pocket through the normal course of conducting business and related travel for the Employer. Travel expense provisions contained in Section 11 of the Employer's Personnel Policies and Procedures Handbook as of July 2011, are applicable to all employees.
- b) In the event that alternative forms of transport are taken rather than an automobile [e.g. bicycle or public transit], it is understood that the travel time for such business will be considered paid time and form part of the employee's standard working hours, with the exception of travel time at the beginning and end of the work day to and from an alternate work location unless previously agreed to.

19.02 Mileage Allowance

Vehicle allowance for distances travelled while on Employer business will be reimbursed at a fixed per kilometre allowance. Such allowance will vary from time to time, but will be the same as provided any other employee of the Employer.

ARTICLE 20 - LAYOFF, RECALL AND SEVERANCE

20.01 Application of Article

- a) The provisions of this Article shall apply equally to all full-time, and part-time regular employees but shall not apply with respect to full-time temporary employees, except as expressly provided otherwise by this Article.
- b) An employee laid-off and placed on the recall list under Article 20.06 will retain and continue to accumulate seniority during the period of lay-off.

20.02 Definitions

- a) Displacement

Displacement means the loss by an employee of his or her current position due to:

- (i) a lack of work; or
- (ii) the introduction of new procedure including, but not limited to, technological change; or
- (iii) being "bumped" in accordance with this Article.

b) Layoff

Layoff means a displacement as defined in Clause 20.02(a) above such that an employee is without work.

20.03 Notice of Displacement or Layoff to Union

- a) The Employer shall give notice to the Union of the date of layoff. Required notice for permanent employees shall be as much as possible but at least two weeks or salary in lieu. Required notice, or salary in lieu for temporary employees, shall be at least two [2] weeks, but such notice does not apply at the conclusion of their temporary work term.
- b) When a job redundancy occurs or if a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the procedure in Article 20.04 shall be adopted.
- c) All regular (i.e. permanent) employees shall be given two (2) weeks' notice of layoff or two (2) weeks' salary in lieu of notice.

20.04 Notice of Displacement or Layoff to Affected Employees

- a) When a job becomes redundant, the employee with the least amount of seniority in that job will be the first laid-off from that job, but he/she may displace an employee in the same or other group with the least seniority in such group, for which she has the qualifications and has greater seniority.
- b) In the event that any employees are subject to displacement or layoff, the Employer shall provide these employees with prior written notice or pay in lieu of such notice in accordance with the following:
 - minimum two (2) weeks for up to twelve (12) months

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 with the provisions of this Article. An employee who is thus replaced shall be deemed to be "bumped" from his or her 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 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 with 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 lay-offs and other circumstances.

20.07 No Reduction in Hours of Work

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

ARTICLE 21 - BENEFITS

21.01 Benefits

- a) The Employer agrees to maintain materially the same level of benefits and benefit entitlements throughout the term of this Agreement.
- b) With the exception of M.S.P., employees are eligible to join after three (3) months from commencement of employment.
- c) Employees previously qualified for benefits participation and who are laid off and subsequently recalled shall be eligible to rejoin on the first day of the month following recall.

21.02 Benefit Education

Both parties recognize the importance of the employees having a full understanding of the benefits available and their entitlement to those benefits. To assist in this education, the Employer undertakes to maintain a benefit pamphlet for employees. The Employer will consult with representatives of the Union to attempt to ensure that the pamphlet answers the major questions and concerns of the employees.

21.03 Medical Services Plan of BC

The Society agrees to continue its employees' medical and extended health coverage as provided by their medical plan. Employer pays one hundred percent [100%] of the premium. Employees are eligible to join after thirty [30] days from commencement of employment.

21.04 Dental Plan

Employees and their eligible dependents; the Employer pays one hundred [100%] percent of the premium. Coverage provides: one hundred percent [100%] coverage for routine dental work; seventy-five [75%] percent coverage for major restorative work; fifty percent [50%] coverage for orthodontics to a limit of twenty-five hundred [\$2,500.00] dollars.

21.05 Extended Health Care

- a) For employees and eligible dependents; the Employer pays one hundred percent [100%] of the premium. This is on an unlimited basis to cover medical and hospital expenses not covered by the Provincial Medical Plan.
- b) Eyeglass option — three hundred and fifty [\$350.00] dollars every two [2] years for employees and eligible dependents
- c) Employees are eligible to join after three [3] months from commencement of employment.

21.06 Group Life Insurance

Employer pays one hundred percent [100%] of the premium, which is considered a taxable benefit. Coverage is two hundred percent [200%] of your current annual earnings.

21.07 Accidental Death and Dismemberment

Employer pays one hundred [100%] percent of premium. Coverage is two hundred percent [200%] of your current annual earnings. Also payable in addition to the Group Life Insurance if death is caused by accident; which is considered a taxable benefit.

21.08 Long Term Disability

Employer pays one hundred percent [100%] of premium. Coverage is sixty-six point seven percent [66.7%] of your monthly earnings if disability caused by sickness or accident. Starts after disability has lasted seventeen [17] weeks.

ARTICLE 22 - MEDICAL CERTIFICATES AND EXAMINATIONS

22.01 Confidentiality of Medical Information

The Employer, and any Union representative, who has access to medical information pertaining to any employee, shall ensure such information is maintained in strict confidence and is not to be used for any non-work related purpose.

22.02 Leave of Absence

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation; such time shall be deemed to be time worked. During such leave of absence, the employee shall continue to accrue seniority, subject to the provisions of Article 9.

ARTICLE 23 – HOURS OF WORK, OVERTIME and SHIFT PREMIUM

23.01 Scheduled On-Call

An employee scheduled to be on call outside of her/his regular work hours or to carry a pager or cell phone for contact purposes outside of scheduled work hours shall earn 0.25 hours of paid time off for each two hours that the employee is on-call. Fractions of whole hours will be paid on a proportionate base. The Employer shall authorize the time required to be on-call.

23.02 Modified Schedule

A "modified work week" may be requested by an employee and will be considered by the Employer where such scheduling does not conflict with the efficient and effective operation of the department, nor place an undue burden on other employees as a result. Such scheduling shall be by mutual agreement and documented in writing to provide clarity. Overtime does not apply until the modified daily or weekly hours of work have been exceeded.

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 A.M.S. 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 Co-ordinators and Bookings Technician shall be between 7:00 a.m. and 7:00 p.m., utilizing modified work-week.
- 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.

23.04 Rest Periods

Two [2] break periods per day of fifteen [15] minutes each, one [1] in the morning and one [1] in the afternoon, shall be provided without loss of pay.

23.05 Lunch Periods

An unpaid lunch period of one-half [$\frac{1}{2}$] hour or one [1] hour will be provided and taken within the two [2] hours in the middle of the regular working day on a staggered basis according to management discretion.

23.06 Christmas Closing

Bargaining unit employees who choose to work during the annual Christmas closure will be allowed to so, except on Statutory Holidays, Statutory Holidays in lieu or weekends. Such work may consist of regular duties and in the event that there are insufficient regular position duties to perform, the AMS will provide special project work in keeping with the position responsibilities. Such work assignments shall be discussed and approved through the Joint Consultation Committee. It is understood that the AMS will not introduce new seasonal layoffs to counter this provision.

ARTICLE 24 - OVERTIME

24.01 Overtime

- a) The Employer must approve overtime before it is worked. Except as noted below, all time worked before or after the regularly established working day or in excess of seven [7] hours per day, Monday to Friday, shall be considered overtime and be paid for at time and one-half [1½] for the first two [2] hours and double the employee's prorated hourly rate thereafter.
- b) All overtime worked on Saturday and/or Sunday shall be paid at the rate of double the employee's prorated hourly rate.
- c) When the special requirements of conference and catering clients or trade shows dictate the need for the presence of one or more of the above stated positions the parties agree that there be a recognition of flexibility in the application of overtime for persons performing these jobs. Daily over-time shall not apply until the tenth (10th) hour of work provided that the total hours worked in a two week period [00:00 Monday to 24:00 Sunday] do not exceed 70 hours. For the above stated positions 24.01(b) shall apply but not be interpreted in such a way as to create a rate of pay in excess of double the employees rate of pay.

24.02 Overtime Bank and Lieu Time Scheduling

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

- a) Regular employees who work overtime may transfer, to an overtime leave bank, up to one hundred percent (100%) of the overtime hours earned, to be taken as time off in lieu of wages.
- b) Overtime leave will be subject to essential departmental requirements, and will not be unreasonably denied.
- c) Overtime leave must be taken prior to any leave of absence without pay, unless otherwise agreed by the parties. It will not take precedence over another employee's vacation leave.
- d) Upon termination of employment, the employee will paid out for all unused overtime at the prevailing hourly rate.

24.03 Scheduling Overtime

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

24.04 Work on Scheduled Day Off

An employee called back to work after completing a regular day's work, or from a regular day off shall be paid overtime rates for a minimum of four [4] hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked.

24.05 Overtime Meal Provisions

An employee requested to work overtime beyond the regular work day shall be allowed a one-half [$\frac{1}{2}$] hour paid meal period at the regular prorated hourly rate of pay, provided such overtime is in excess of two [2] hours' work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

ARTICLE 25 – ANNUAL VACATIONS, VACATION PAY

25.01 Annual Vacation

- a) All employees shall be entitled to a vacation in accordance with the following schedule:
- b) Upon completion of six [6] months' service in his/her first year of employment, an employee shall be entitled to receive a paid vacation of five [5] working days which if taken, will be deducted from his/her total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
- c) Each employee who completes one [1] years' service shall receive a paid vacation of three [3] weeks subject to [a]. Payment for such vacation shall be at current salary.
- d) Each employee who completes four [4] years' service shall receive four [4] weeks paid vacation. Pay for such vacation shall be at the employee's current salary.
- e) Each employee who completes seven [7] years' service shall receive five [5] weeks paid vacation. Pay for such vacation shall be at the employee's current salary.
- f) Each employee who completes eleven [11] years' service shall receive six [6] weeks paid vacation. Pay for such vacation shall be at the employee's current salary.

25.02 Vacation Selection

- a) Senior employees shall be given preference in the selection of vacation periods.
- b) Employees who wish to take their vacation in two [2] or more periods instead of one [1] period may do so subject to the following:
 - i. Employees shall select their vacation periods in order of seniority as defined in this Agreement; however, only one [1] vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one [1] vacation period.
 - ii. Similarly, those employees who have chosen to take their vacation in two [2] or more periods shall select the second [2nd] and subsequent periods in order of seniority.

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 his or her vacation entitlement from year to year without written approval from the Employer.

25.04 Vacation Entitlement on Termination of Employment

- a) Employees may take their paid vacation entitlement based on anniversary date during the vacation year in which it is earned. Employees who resign or who are terminated must pay back vacation which was taken, but not earned. A vacation schedule shall be drawn up by the Employer.
- b) Notice of Resignation

If an employee resigns, ten [10] working days' notice will be given, in writing, prior to the date of termination. In the event that less than ten [10] working days is given, the employee will be entitled to his/her vacation pay of four [4%] per cent of gross earnings less any actual vacation he/she has taken. Vacation entitlement banked from the previous year shall be paid at the employee's full rates. An employee may rescind his/her resignation, in writing, without penalty up to three [3] working days after giving notice.
- c) On termination, an employee will be paid all vacation entitlements based upon the salary rate at the time the entitlements were earned.
- d) On termination, the Employer is entitled to repayment of any vacation pay advanced to an employee in excess of their entitlement and to deduct that amount from the employee's final pay.

ARTICLE 26 – PAID HOLIDAYS

26.01 Paid Holidays

- a) The Employer agrees to provide all employees with the following Paid Holidays, without loss of pay:

New Years' Day	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day
Remembrance Day	Canada Day	Christmas Day
Boxing Day	BC Day	<u>Family Day</u>

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 on 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.

26.02 Holiday Pay

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.

26.03 Holidays Falling on Saturday or Sunday

When a paid holiday falls on an employees' day off, the Employer shall observe the holiday on either the preceding work day or the succeeding work day and the Employer shall advise the employees at least six (6) months in advance of the day to be observed as a holiday.

26.04 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. The day off in lieu will be designated by the Employer at least one (1) month in advance.

26.05 Holiday Coinciding with a Day of Vacation

In the event any of the holidays enumerated in 26.01(a) above, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 27 - LEAVE OF ABSENCE

27.01 Maternity Leave

- (a) A regular employee shall be eligible for up to thirty-five (35) 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.
- (b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and submitted to the Employer as soon as is reasonable within the second trimester.
- (c) Employees will notify the Society at least four (4) weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Society no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy she shall, on the recommendations of her physician, commence her leave of absence immediately.
- (d) Once the employee has commenced her leave of absence she 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 shorter period under subsection (d) shall be given in writing to the Employer at least one (1) 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.

- (f) Should the employee suffer mental or physical illness as a result of childbirth she may, upon presenting to the Company a medical report from her physician, apply to the Society for an extension of the fifty-two (52) 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 Society 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.
- (h) Where an employee has been granted maternity 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 Society 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 maternity leave shall notify the Society 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 Company at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Society with a certificate of a medical practitioner stating that the employee is able to resume work.

- (j) On return from maternity leave, the employee will be reinstated in her former position and receive the same wage rate and benefits as she received prior to such

leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.

- (k) The Society will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period exceeding the permitted leave.
- (l) If the employee elects to continue to pay her 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 she is on leave.
- (m) It is agreed in work situations where the Society has concern about the ability of the employee to perform her work because of pregnancy, the Society may request the employee provide a statement from her doctor confirming she is medically fit to perform the work. It is also agreed the Society, at the time of such request, may forward to the employee's physician, a mutually agreed upon description of the employee's duties and responsibilities. Any costs associated with obtaining the medical certificate shall be reimbursed by the Society.
- (n) When an employee on maternity leave fails to notify the Society of her 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 maternity leave.

The Society will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on maternity leave.

27.02 Parental Leave

- a) A regular employee shall be eligible for up to thirty-five (35) consecutive weeks parental leave, in the case of a birth mother, and thirty-seven (37) consecutive weeks in the case of a birth father, 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 natural mother, immediately following the end of the maternity leave.
 - (ii) In the case of a natural father, following the birth of the child; and within the fifty-two (52) 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 natural mother, this leave must be taken immediately following the end of the maternity leave Article 26.01. In no case will the combined maternity and parental leave exceed fifty-two (52) weeks; unless authorized by a medical practitioner.
- f) In the case of the natural father, this leave must be taken within the fifty-two (52) 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 his/her 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 he/she 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) consecutive weeks, without pay, beginning within fifty-two (52) 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.

- b) 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).
- 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 his/her 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 he/she is on leave.
- e) When an employee on adoption leave fails to notify the Company at least thirty (30) days prior to his 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.

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 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.

27.05 Jury Duty Leave

- a) An employee summoned to Jury Duty or subpoenaed as a witness for cases in which the witness has no personal involvement shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Personal involvement may be determined by the General Manager subject to the Union's right to grieve as per Article 10. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return-to-work within a reasonable period of time. They shall not be required to report if less than two [2] hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one [1] day shall not exceed seven [7] hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven [7] hours, shall be considered overtime and paid as such.
- b) The Employer encourages employees to fulfill their civic responsibilities. Employees will be paid their base salary, less pay received from the court for those days participating in selection for or serving on a jury, or attending as a witness in a Society-related case. However, the employee will be required to show their supervisor the summons to participate in selection for or serve on a jury prior to the time they are scheduled to serve. After completion of jury duty, they must furnish the supervisor with evidence of having served on a jury for the time claimed.

27.06 Paid Sick Leave

The Employer shall allow one [1] working day per month sick leave with full pay. Such sick leave may be accumulated from month to month and from year to year. At time of termination the employee will receive payment of fifty percent [50%] of accumulated sick leave still outstanding at that time. Employees who require additional sick time over their accumulated entitlement will be permitted to draw on future sick time entitlement to cover their absence due to illness or quarantine. Employees who resign or who are terminated must pay back sick time which was taken but not earned.

27.07 Military Duty

Employees who participate in activities related to the reserve component of the Canadian Armed Forces shall be granted leave of absence without pay for this purpose.

27.08 Workers' Compensation Leave

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation and such time shall be deemed to be time worked. During such leave of absence, the employee shall continue to accrue seniority, subject to the provisions of Article 9.

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.

- 1) In this section, "family member" means:
 - a) A member of an employee's immediate family, and
 - b) Any other individual who is a member of a prescribed class.
- 2) An employee who requests leave under this section is entitled to up to eight (8) 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
 - a) The date the certificate is issued, or
 - b) If the leave began before the date the certificate is issued, the date the leave began.
- 3) The employee must give the Employer a copy of the certificate as soon as practicable.
- 4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- 5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - a) The family member dies;
 - b) The expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- 6) A leave taken under this section must be taken in units of one or more weeks.
- 7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection,

the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsection (3) to (6) apply to the further leave.

27.10 Other Leaves of Absence

a) Leave of Absence

- (i) Leave of absences for personal reasons may be granted provided that such leave of absence shall not interfere with the operation of the department.
- (ii) In the event an unpaid leave of absence exceeding one (1) month, the employee has the option of maintaining their benefits upon notifying the Employer in writing of their intent to continue benefits. The employee shall reimburse the Employer for the cost of said benefits and the method of repayment to the Employer shall be discussed. This payment shall be for the full cost of the benefits.
- (iii) An employee may be granted a leave of absence without pay for a period of up to three [3] months.

Such leave may be extended for an additional period of up to two [2] months when approved by the Employer. Upon return-to-work an employee shall be credited with seniority from the start of employment plus a maximum of three [3] months leave of absence without pay. Vacation sick leave and Personal Leave do not accrue. During this leave of absence all benefit premiums will be prepaid by the employee in full [employee's and Employer's contributions], on a monthly basis.

- (iv) Leave of Absence also means any period of time an employee accepts a request by the Employer or requests [which request is at the sole discretion of Management] a voluntary layoff out of seniority.

(b) Elections

Any employee eligible to vote in a Federal, First Nation, Provincial, or Municipal election or referendum shall have the time free from employment, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot. There will be no deduction in pay for legislated time off.

c) Leave for Medical & Dental Appointments

Absence for medical and dental appointments totalling less than one-half [$\frac{1}{2}$] shift in any thirty [30] calendar days, shall not be deducted from sick leave. Where absence for medical and dental appointments exceeds one-half [$\frac{1}{2}$] shift in any thirty [30] calendar days, a deduction shall be made from accumulated sick leave.

Except in the event of emergency treatment, all requests for leave of absence for

medical or dental appointments shall be submitted at least five [5] working days in advance.

All reasonable attempts will be made to schedule appointments at times that will minimize the time away from the work place.

d) Personal Leave

- i. The Employer shall allow one quarter [$\frac{1}{4}$] working day per month personal leave with pay.
- ii. Such personal leave may be accumulated from month-to-month and from year to year.
- iii. Personal leave may be taken at the discretion of the employee.
- iv. This personal leave may be applied to family, religious, and community responsibilities, and no reason for requesting this time off is required by the Employer.
- v. No reasonable request will be refused unless there is significant scheduling or service hardship to the department.
- vi. At time of termination the employee will receive payment of fifty percent [50%] of accumulated personal leave outstanding at that time.

e) Sickness / Personal Leave Pay Out

- i. This pay out provision is available as an option to all employees who qualify for the Sickness/Personal Leave accumulation benefit. The combined leave balances must be maintained at a minimum seventy five [75] days or more.
- ii. The Sickness/Personal Leave pay out eligibility will be based on combined accumulated balances as of December 31st of the immediately preceding year. Maximum Pay out in any given year is eight [8] weeks or forty [40] days at the rate of fifty percent [50%] of the employee's current salary rate.

Balances over the allowable pay out entitlement as itemized will be available for subsequent years.

- iii. At no time can an employee be paid a sum that will create a combined Sickness/Personal Leave balance below the seventy five [75] days.
- iv. Procedures for this provision will be provided through the Payroll department as amended from time to time.

f) Leave for Weddings

The Employer will allow employees paid leaves of absence up to one-half [$\frac{1}{2}$] a working day for the purposes of attending weddings.

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 [$\frac{1}{2}$] 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.

ARTICLE 28 - MAINTAINING LABOUR RELATIONS

28.01 Adjustment Plan

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of members of the bargaining unit to which this Agreement applies, the Employer will comply with the relevant provisions of the Labour Relations Code.

28.02 Joint Consultation Committee

- a) The Employer and COPE 378 shall establish a Joint Consultation Committee. On the request of either party, the parties shall meet at least once every two [2]

months, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.

Minutes of all meetings will be kept on file, and copies sent to Committee Members and the Union.

- b) The Joint Consultation Committee shall be comprised of two (2) members appointed by the Society and two (2) members appointed by the Union.

ARTICLE 29 – SAVINGS PROVISIONS

29.01 Government Action Affecting Agreement

- (a) If any article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal, provincial or territorial governments, the following shall apply:
 - (i) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
 - (ii) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree.
 - (iii) If mutual agreement cannot be reached, the matter may, at the option of either party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.
- (b) Where legislation provides better terms and conditions of employment for any employee(s) than is provided for in this Agreement, such legislation shall apply and prevail.

29.02 Authority of Arbitrator

An arbitrator acting under this Article shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision.

ARTICLE 30 – NO STRIKE OR LOCKOUT

30.01 No Strike or Lockout

The parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of British Columbia.

30.02 Right to Refuse to Cross Picket Lines

- a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a strike or lockout as defined in the Labour Relations Code of British Columbia. Any employee thus failing to report for duty at the premises of the Employer shall be considered to be on leave of absence without pay and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice.
- b) The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- c) Where an employee does not report for work as a result of an established picket line at the University of British Columbia, not initiated by the Local, the employee shall be required to notify the Employer at the earliest possible time of this decision and at the latest prior to the time their scheduled shift would commence and advise the Employer whether they wish their absence to be recorded as accumulated time, vacation, flex, or personal leave. In the event the employee would prefer to apply for a leave of absence rather than use their entitlements as articulated above the employee may apply for a leave. The Employer agrees that approval for an application for leave under these circumstances will not be unreasonably withheld.
- d) Employees shall have the right to choose to participate in political action called for by the Canadian Labour Congress, the British Columbia Federation of Labour or C.O.P.E. National, without discipline or penalty from either the Employer or the Union. Such time off will be without pay, but provisions of the personal leave, vacation entitlement, flex-time, or leave of absence may be applied.

ARTICLE 31 - GENERAL PROVISIONS

31.01 Preparation and Distribution of the Collective Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the Union and the Employer.

31.02 No Other Agreement

Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.

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.

31.04 Food Promo

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.

31.05 Employee Incentive Program

To encourage employee participation in finding ways to improve the AMS by proposing changes for more efficient methods of working, new cost-saving measures, ideas for additional revenue sources and improvements in workplace safety.

- a) The committee shall be made up of one (1) Employer representative, chosen by the Employer; and one (1) Union representative, voted on by the membership.
- b) The committee shall meet at least once per year for planning purposes and from two [2] to four [4] times per year as submissions warrant.
- c) The committee shall review all submissions and recognize all new ideas by publishing staff members name and brief description in the AMS Staff Newsletter,

including a follow-up to communicate how the idea is being implemented and/or if the idea has been successful.

- d) If a new idea is implemented, an appropriate bonus to be determined by the committee will be paid to the employee depending on the impact on our workplace. The bonus will range from a minimum of five dollars [\$5.00] to a maximum of one thousand dollars [\$1,000.00].
- e) To encourage participation, once each year all submission names, implemented or not, will be placed into a draw and the winner will receive a one hundred dollar [\$100.00] prize.

31.06 Singular/Plural and Masculine/Feminine

Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

31.07 Employment Standards

The Employer agrees that any provision of the Employment Standards Act, in force as may be amended from time to time, not specifically covered by this Collective Agreement or which is superior to a provision of this Collective Agreement for a specific employee or a particular group of employees shall be deemed to be part of this Collective Agreement for that employee or particular group of employees.

ARTICLE 32 – TECHNOLOGICAL or PROCEDURAL CHANGES

32.01 Notice of Technological or Procedural Changes

The Employer will meet with the Union with at least thirty [30] days prior to their intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.

Items for discussion are:

1. the nature of the change
2. the date on which the Employer proposed to effect the change
3. the approximate number and type of employees likely to be affected by the change,
4. the anticipated effect[s] of the change on affected employees.

32.02 Retraining

Wherever practical, employees becoming redundant due to new equipment or procedure, shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be provided by the Employer without cost and without loss of pay to the affected employee[s].

32.03 Severance

- a) In cases where the retraining of employees is not practical, or where other positions with the Employer are not available, the employee[s] shall elect for termination of employment or shall elect to be placed on the recall list.
- b) Employees on recall under this Section, shall receive all the benefits they accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.
- c) Severance pay as provided for in (d) below, shall be due and payable to a displaced employee, immediately upon termination.
- d) Severance pay shall be paid to employees who are terminated for any reason other than just cause. The amount of severance pay shall be two [2] weeks at the

employee's current regular salary for each twelve [12] months of service to a maximum of twelve [12] weeks

ARTICLE 33 – PENSION PLAN

33.01 Group Pension Plan

Employee contributes four percent [4%] of gross salary. The Employer contributes six percent [6%] of gross salary. Effective June 1, 2015 the employee contributes four percent (4%) of gross salary. The Employer contributes six and one quarter percent (6.25%) of gross salary.

33.02 Cash Withdrawal (Upon Termination of Employment)

The employee, with the Employer's consent, may receive a cash refund equal to the value of the Employer's contributions which are vested depending on the length of employment and participation in the Plan.

- (i) In the first (1st) year of participation in the plan, the vested amount shall be twenty-five percent (25%).
- (ii) In the second (2nd) year of participation in the Plan the vested amount shall be fifty percent (50%).
- (iii) The vested portion will become one hundred percent (100%) at the conclusion of two (2) years participation in the Plan.

The value of the invested contributions, both employee's and Employer's, can be transferred to:

- (i) an approved retirement plan
 - (ii) an annuity
 - (iii) an approved retirement plan that may be cashed in.
- c) An annual accounting fee plus administrative charge will be levied once a year and is one hundred [100%] percent paid by the employee.

The accounting fee is fifteen [\$15.00] dollars per annum. The administrative charge is prorated, based on the \$ amount in your funds.

For further details of these benefits please see the Payroll Administrator.

Any improvement in the Employer's benefit policy relative to this Article shall be extended to include all employees in the bargaining unit.

- d) Value shall be deemed to be the total of contributions plus investment gain [or loss].

Article 34 – DURATION OF AGREEMENT

34.01 Duration

- a) This Agreement shall be in full force and effect on and after the 1st day of June 2013, to and including 31st day of May 2016, and shall automatically be renewed and remain in full force and effect from year to year thereafter, unless either party serves written notice upon the other party hereto, of intention to open the Agreement for negotiation and revision or renewal, at least sixty [60] days prior to June 1, 2016, or sixty [60] days prior to June 1st in any year subsequent thereto. If written notice is given by a party hereto, the other party to the Agreement shall be required to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- b) Where such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Company commences a lock-out whichever first occurs.

34.02 Agreement to Continue In Force

- a) Both parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

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

- b) Exclusion of Operation: Section 50(2) and 50(3) L.R.C.

The parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

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

34.03 Letters of Understanding and Memorandums

- a) Form Part of Collective Agreement – The Society and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the parties, shall be considered as part of the Collective Agreement.
- b) Copies to Society – The Union agrees, to supply the Society, with signed copies of all Letters of Agreement, Memorandums of Agreement and Appendices, which form part of the current Collective Agreement.
- c) Renewal all Agreements – Letters of Understanding, or Memorandums of Agreement, issued prior to the signing of this Agreement, shall remain in effect during the terms of this Agreement; and shall remain in effect from year to year until amended or withdrawn by mutual agreement of the parties.

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

34.04 Notification of Employer Policies and Procedures

The Employer agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Employer will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement.

Signed at , **B.C. this** **day of** , **2014**

FOR THE EMPLOYER

"original signed"

Ken Yih
Human Resources Manager

"original signed"

Jay Sharun
Labour Relations Consultant

"original signed"

Uli Laue
Director of Operations

"original signed"

Joaquin Acevedo
Vice President, Finance

"original signed"

Keith Hester
Director of Finance

FOR THE UNION

"original signed"

Carrol Edwards
Union Representative

"original signed"

Sterling Aurel
Bargaining Committee Member

"original signed"

Angela Geib
Bargaining Committee Member

APPENDIX "A"

SALARY SCHEDULE

Grouping and position titles (wages under monetary):

Note: Positions not mentioned remain as labeled in previous contract

Group 1

Remove coin control clerk, a position which no longer exists

Group 2

Rename Receptionist/Typist II Receptionist II

Rename Bookings I into Student Bookings Representative

Delete Word Processor Operator a position which no longer exists

Delete Word Processor Clerk, a position which no longer exists

Group 3

Delete Arcade supervisor, a position which no longer exists

Delete Publications to: a position which no longer exists

Delete Copy Clerk, a position which no longer exists

Rename Bookings II to Junior Sales Associate

Delete Commercial Bookings Rep this is same as 54

Rename Computer Operator I to: Financial Processing Assistant

Rename Data Entry Operator, Accounting/ Office Assistant

Group 4

Rename Executive Secretary to : Executive Administrative Assistant

Rename Operator II to: Financial Administrator

Group 5

Rename Computer Supervisor to: IT Supervisor

Rename Conference coordinator to: Senior Sales Associate

Delete Facilities Marketing coordinator: becomes Senior Sales Associate

Group 6

No changes

Group 7

No changes

June 1, 2013 - \$500.00 signing bonus

June 1, 2014 - \$500.00 signing bonus

Effective: June 1st, 2013 and June 1, 2014

	START	6 MOS.	12 MOS.	24 MOS.	36 MOS.	48MOS.
GROUP 1 Part-Time / Hourly Conference Technician Receptionist I	\$2,981.77 \$ 19.66	\$3,074.28 \$20,27	\$3,168.32 \$ 20.89	 \$3,253.25 \$21.45		
GROUP 2 Part-Time / Hourly Student Bookings Representative Receptionist II	\$3,125.85 \$ 20.61	\$3,218.37 \$ 21.22	\$3,313.92 \$ 21.53	\$3,404.92 \$ 22.45		
GROUP 3 Part-Time / Hourly Junior Sales Associate Cashier Financial Processing Assistant Accounting/Office Assistant	\$3,309.37 \$ 21.82	\$3,424.63 \$ 22.58	\$3,538.38 \$ 23.33	\$3,659.72 \$ 24.13	 \$3,756.78 \$ 24.77	
GROUP 4 Part-Time / Hourly Executive Administrative Assistant Financial Administrator Payroll & Employee Benefits	\$3,423.12 \$ 22.57	\$3,538.38 \$ 23.33	\$3,659.72 \$ 24.13	\$3,773.47 \$ 24.88	\$3,885.70 \$ 25.62	 \$4,000.97 \$ 26.38
GROUP 5 Part-Time / Hourly IT Supervisor Senior Sales Associate Co-ordinator	\$3,367.00 \$ 22.20	\$3,723.42 \$ 24.55	\$3,900.87 \$ 25.72	\$4,142.02 \$ 27.31	\$4,377.10 \$ 28.86	
GROUP 6 Part-Time / Hourly Policy Advisor	\$4,134.43 \$27.26	\$4,237.57 \$27.94	\$4,345.25 \$28.65	\$4,560.62 \$30.07	\$4,789.63 \$31.58	
GROUP 7 Part-Time / Hourly Systems Administrator	\$4,349.80 \$28.68	\$4,465.07 \$ 29.44	\$4,577.30 \$30.18	\$4,803.28 \$ 31.67	\$5,029.27 \$33.16	

Monthly Rate = Hourly Rate x 1820 Hours/12 Months

Bi-Weekly Rate = Hourly Rate x 70 Hours

Effective: June 1, 2015

1%

	START	6 MOS.	12 MOS.	24 MOS.	36 MOS.	48MOS.
GROUP 1 Part-Time / Hourly Conference Technician Receptionist I	\$3,012.10 \$ 19.86	\$3,104.62 \$ 20.47	\$3,200.17 \$ 21.10	 \$3,285.78 \$21.66		
GROUP 2 Part-Time / Hourly Student Bookings Representative Receptionist II	\$3,157.70 \$ 20.82	\$3,250.22 \$ 21.43	\$3,298.75 \$ 21.75	\$3,439.80 \$ 22.68		
GROUP 3 Part-Time / Hourly Junior Sales Associate Cashier Financial Processing Assistant Accounting/Office Assistant	\$3,342.73 \$ 22.04	\$3,459.52 \$ 22.81	\$3,573.27 \$ 23.56	\$3,696.12 \$ 24.37	 \$3,794.70 \$ 25.02	
GROUP 4 Part-Time / Hourly Executive Administrative Assistant Financial Administrator Payroll & Employee Benefits	\$ 3,458.00 \$ 22.80	\$3,573.27 \$ 23.56	\$3,696.12 \$ 24.37	\$3,811.38 \$ 25.13	\$3,925.13 \$ 25.88	 \$4,040.40 \$ 26.64
GROUP 5 Part-Time / Hourly IT Supervisor Senior Sales Associate Co-ordinator	\$ 3,400.37 \$ 22.42	\$3,761.33 \$ 24.80	\$3,940.30 \$ 25.98	\$4,182.97 \$ 27.58	\$4,421.08 \$ 29.15	
GROUP 6 Part-Time / Hourly Policy Advisor	\$ 4,175.38 \$27.53	\$4,280.03 \$28.22	\$4,389.23 \$28.94	\$4,606.12 \$30.37	\$4,838.17 \$31.90	
GROUP 7 Part-Time / Hourly Systems Administrator	\$ 4,393.78 \$28.97	\$4,509.05 \$ 29.73	\$4,622.80 \$30.48	\$4,851.82 \$ 31.99	\$5,079.32 \$33.49	

Monthly Rate = Hourly Rate x 1820 Hours/12 Months

Bi-Weekly Rate = Hourly Rate x 70 Hours