

MEMORANDUM OF AGREEMENT

BETWEEN:

Alma Mater Society

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the Collective Agreement in force and effect between the Employer and the Union from **June 01, 2013 to May 31, 2016** inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum. Without limiting the generality of the foregoing, it is agreed that all letters or memoranda of agreement, understanding or intent and/or any similar instruments signed by and between the Employer and the Union and included, or deemed to be included, in the Collective Agreement in force and effect between the Parties from **June 01, 2013 to May 31, 2016** shall be included, or shall be deemed to be included, in the successor Collective Agreement between the Parties arising out of this Memorandum Of Agreement, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") to the Collective Agreement in force and effect between the Employer and the Union from **June 01, 2016 to May 31, 2021** inclusive, shall be included in the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.

4. All the terms and conditions to be included in the aforesaid successor Collective Agreement between the Parties shall be effective on the date of ratification of this Memorandum, except as expressly provided otherwise by this Memorandum.
5. Upon ratification by both Parties in accordance with this Memorandum, the following provisions of Appendix "A" shall come into force and effect and shall be fully retroactive to and including **June 01, 2016**:
 - (a) List
 - (b) Retroactive adjustments for the above period(s) shall apply to:
 - (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum; and
 - (ii) Employees whose employment with the Employer terminated between **June 01, 2016** and the date of ratification of this Memorandum, inclusive.
 - (c) Where the retroactivity described above involves payment of money by the Employer, this shall be done as follows:
 - (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum shall be paid by the Employer all retroactive monies to which they are entitled within thirty (30) calendar days of the date of ratification of this Memorandum and each such person shall be paid retroactivity in full by a separate cheque issued by the Employer; and
 - (ii) Employees whose employment with the Employer terminated between (day after expiry date of predecessor Collective Agreement) and the date of ratification of this Memorandum, inclusive, shall be sent written notice of their entitlement to retroactive pay pursuant to this Memorandum, which notice shall be sent by the Employer to the last known mailing address of each such person, and these persons shall each then have ninety (90) calendar days from the date of such mailing by the Employer to claim their retroactive pay entitlement.
6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.


7. **The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.**
8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during negotiations for the successor Collective Agreement referred to in Paragraph(s) 2 and 3 above which are not hereafter specifically and expressly included as part of Appendix "A" shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said Collective Agreement, save and except as expressly provided otherwise by Paragraph 10 below.
10. It is understood that the attachments hereto affixed as Appendix "A", and the successor Collective Agreement arising therefrom, shall be subject to any editorial, renumbering, and/or referencing change(s) deemed necessary by both Parties. In the event of any dispute in these respects, the Parties agree that Mr. Vince Ready shall be empowered to resolve same first through mediation then through final and binding arbitration, if necessary, under the Labour Relations Code of British Columbia, in which case the Parties shall share equally the costs for Mr. Ready's services.
11. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.

12. The Employer expressly agrees that no Employee in the bargaining unit shall be disciplined, discharged or in any manner penalized or prejudiced for any conduct or comment by the Employee in relation to the collective bargaining giving rise to this Memorandum or in connection with any related strike by the Union or any related lockout by the Employer. The Employer further expressly agrees that no legal action arising out of said collective bargaining process shall be either commenced or pursued by the Employer against the Union.
13. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Vancouver, B.C. this 21 day of December, 2017



FOR THE EMPLOYER, KEN YIH



FOR THE UNION, MIKE NOVAK

APPENDIX A

Union Settlement Proposal

All items signed off, including:

Term: 5 years

Wages:

Year 1: 2.1%

Year 2: 2.1%

Year 3: 2.0%

Year 4: 1.275%

Year 5: 1.275%

The Parties agreed that the wages above is a fair resolution to collective bargaining, valued at 8.75% over 5 years.

27.06 Paid Sick Leave

(a)

The Employer shall allow one (1) working day per month sick leave with full pay. Such sick leave may be accumulated form month to month and form 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 accumulate entitlement will be permitted to draw on future suck 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.~~

(b)

In the event that a regular employee(s) sick bank is exhausted and that employee(s) requires additional leave for medical reasons, the employee(s) shall be eligible for unpaid sick leave. All benefits shall continue to accrue for the duration of the leave until the employee(s) becomes eligible for long term disability. The employee(s) will be advised the availability of employment insurance and the employee(s) can elect to continue to contribute to the group RRSP to maintain the employer's contribution to the group pension plan.

20.04 Notice of Displacement or Layoff to Affected Employees

(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:

(i) Minimum two (2) weeks for up to twelve (12) months, or if the Employment Standards Act of British Columbia is the greater.

(ii) Agree that the Union takes the position that ~~the terms of the collective agreement and the policies of the benefits plan is incorporated into the collective agreement and Union selects the Employer to honor the benefits plan as outlined in the collective agreement.~~ KY

Appendix A

Group 1 Receptionist 1

Group 2 Student Bookings Representative
Receptionist II

Group 3 Junior Events Coordinator
Cashier

Financial Processing Assistant
Accounting/Office Assistant

Group 4 Executive Administrative Assistant
Financial Administrator

Group 5 Payroll and Employee Benefits Administrator X (Angela Geib)
Senior Events Coordinator

Group 6 Policy Advisor

Group 7 Systems Administrator 1

Group 8 System Administrator II

\$5445.94

\$35.91 per hour



**ALMA MATER SOCIETY 2016
Union Proposals (UP Item)**

(Canadian Office and Professional
Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: February 16, 2017	Time:
UP 8	6.03	<i>Amend - Union Membership and Dues</i>	

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.~~

- (a) employee id number
- (b) name
- (c) monthly salary
- (d) amount of dues deducted employees have expressly indicated
- (e) job classification
- (f) employee status is unlisted
- (g) date of hire
- (h) work location
- (i) telephone number and address where it has been expressly agreed to by the employee

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

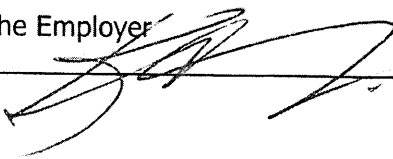
- i) new hires
- ii) terminations
- iii) promotions
- iv) demotions
- v) lateral moves
- vi) salary revisions
- vii) name changes
- viii) employees on extended leave of absence
- ix) overtime worked
- x) telephone number and address changes where it has been expressly agreed to by the employee
- xi)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

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

E&OE

Signed off this 16 day of February 2017

For the Union 

For the Employer 



**ALMA MATER SOCIETY 2016
Union Proposals (UP Item)**

(Canadian Office and Professional
Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: February 16, 2017	Time:
UP 10	9.09	<i>New - Seniority</i>	

9.09 Seniority Tie Breaker

If more than one employee is hired on the same day, seniority will be determined by date and time of offer letter written and sent to the new hire.

E&OE
Signed off this 16 day of February 20 17

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union		Date: February 16, 2017	Time:
Number	Affected Article/MOU		
UP 13	12.05	Amend – Personnel File and Assessments	


12.05 Purging Personnel Files

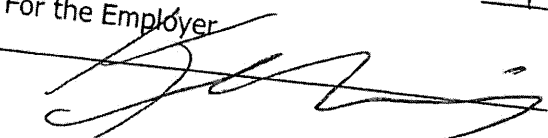
~~Any employee may request that disciplinary letters will be expunged from their the employee's file after twenty-four (24) months without further incident.~~

~~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.~~

E&OE

Signed off this 16 day of February 20 17

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY
PROPOSALS 2016
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 1	Various	<i>Housekeeping</i>	

Union Name change to MoveUP

Change COPE & COPE 378 to "the Union" as required.

Legal reference shall be changed to:

"MoveUP (Canadian Office and Professional Employees Union, Local 378)"

E&OE

Signed off this 10 day of May 20 17

For the Union

For the Employer



ALMA MATER SOCIETY 2016
Union Proposals (UP Item)

(Canadian Office and Professional
Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 2	Various	<i>Housekeeping</i>	

Union Name change to MoveUP

Legal references shall be changed to:

MoveUP (Canadian Office and Professional Employees Union, Local 378)

E&OE
Signed off this 10 day of May 20 17

For the Union

For the Employer



**ALMA MATER SOCIETY 2016
Union Proposals (UP Item)**

(Canadian Office and Professional
Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 3	Various	<i>Housekeeping</i>	

The Union proposes the entire Collective Agreement be updated to become gender neutral. For example) 'he/she' be changed to 'the employee'.

E&OE
Signed off this 10 day of May 20 17

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 4	4.01	<i>Amend - Union Recognition and Bargaining Unit Description</i>	

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 Code Board 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.

E&OE

Signed off this 10 day of May 2017

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 6	5.06	<i>Amend – Union Representation</i>	

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~~ MoveUP 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.

E&OE

Signed off this 10 day of May 2017

For the Union

For the Employer



(Canadian Office and Professional
Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 9	6.04	<i>Amend - Union Membership and Dues</i>	

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~~ two weeks of employment for the purpose of acquainting the new bargaining unit employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

E&OE

Signed off this 10 day of May 2017

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 11	10.05 (c)	<i>New – Grievance Procedure and Arbitration</i>	

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.
- e) Within ten [10] days of the final documented grievance, the General Manager or an appointed nominee will discuss the grievance with a representative of the Union.

E&OE

Signed off this 10 day of May 2017

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 12	10.07 (c)	<i>Amend – Grievance Procedure and Arbitration</i>	

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 hearing, 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.

E&OE

Signed off this 10 day of May 2017

For the Union

For the Employer



**ALMA MATER SOCIETY 2016
Union Proposals (UP Item)**

(Canadian Office and Professional
Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 15	17.03	<i>New & Amend - Training and Education</i>	

ARTICLE 17 – TRAINING AND EDUCATION

17.03 Financial Assistance for Education or Training

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

- 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~~ Employer;
- 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~~ Employer.

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.

E&OE

Signed off this 10 day of May 20 17

For the Union

For the Employer



(Canadian Office and Professional
Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 18	20.06	<i>New – Layoff, Recall and Severance</i>	

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 layoffs and other circumstances.
- g) Employees will be paid out for accrued time and severance, when they option out of recall or at the end recall period.
- h) The pension plan will not be terminated until the employee options out of the recall or the end of the recall period.

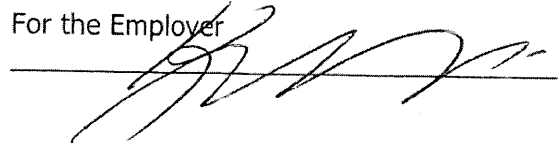
E&OE

Signed off this 10 day of May 2017

For the Union



For the Employer





**ALMA MATER SOCIETY 2016
Union Proposals (UP Item)**

(Canadian Office and Professional
Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 19	20.08	<i>New – Layoff, Recall and Severance</i>	

20.08 Severance and Accrual Payouts

When an employee is terminated due to layoff or the ending of recall, the employer will payout the following:

- a) Overtime accruals per 24.02 (d)
- b) Vacation entitlement accruals per 25.04
- c) Sick Leave accruals per 27.06
- d) Personal Leave accruals per 27.10 (d)
- e) Severance per 32.03 (d)

E&OE

Signed off this 10 day of May 20 17

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 21	23.01	<i>Amend – Hours of Work, Overtime and Shift Premium</i>	

23.01 Scheduled On-Call

An employee scheduled to be on call outside of her/his regular work hours or to carry a pager radio 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.

E&OE

Signed off this 10 day of May 2017

For the Union

For the Employer




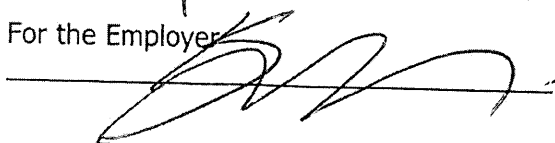
(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 22	23.03	<i>Hours of Work, Overtime and Shift Premium</i>	

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. Employer. The Administrative office will remain open during the core hours from 9:00 a.m. to 4:00 p.m., Monday through Friday, but the core hours for the Conference Coordinators 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.

E&OE
 Signed off this 10 day of May 20 17
 For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 24	27.02	<i>Amend – Leave of Absence</i>	

27.02 Parental Leave

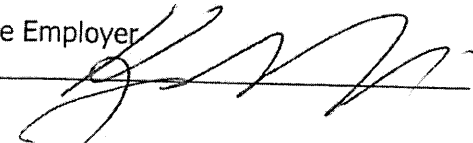
- a) A regular employee shall be eligible for up to thirty-five (35) consecutive weeks parental leave, in the case of a birth ~~mother~~ **parent**, and thirty-seven (37) consecutive weeks in the case of a ~~birth father~~ **parent**, to be taken in accordance with the provisions of the Employment Standards Act.
- b) A request for parental leave must be submitted, in writing, at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental/adoption leave. Such request must be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child; or the probable date of birth of the child (if a certificate has not been provided in conjunction with a request for maternity leave); or
- c) Parental leave shall commence:
 - (i) In the case of a ~~natural mother~~ **birth parent**, immediately following the end of the maternity leave.
 - (ii) In the case of a ~~natural father~~ **parent**, 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~~ **birth parent**, this leave must be taken immediately following the end of the maternity leave Article 26.01. In no case will the combined maternity and parental leave exceed fifty-two (52) weeks; unless authorized by a medical practitioner.
- f) In the case of ~~the natural father~~ **a parent**, 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.

E&OE
Signed off this 10 day of May 20 17

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 25	28.02	<i>Maintaining Labour Relations</i>	

28.02 Joint Consultation Committee

- a) The Employer and ~~COPE-378~~ the Union 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.

E&OE

Signed off this 10 day of May 20 17

For the Union

For the Employer



**ALMA MATER SOCIETY 2016
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 27	33.02	<i>Amend – Pension Plan</i>	

33.02 Cash Withdrawal (Upon Termination of Employment)

The employee, with the Employer's ~~consent~~ confirmation, 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. Employer contributions will be vested from the date the employee joins 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.

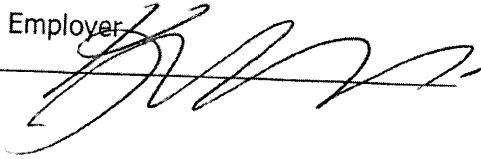
Any improvement in the Employer's benefit policy relative to this Article shall be extended to include all employees in the bargaining unit.

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

E&OE

Signed off this 10 day of May 2017

For the Union 

For the Employer 



ALMA MATER SOCIETY 2016
Union Proposals (UP Item)

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date: February 14, 2017	Time:
UP 32	<u>LOU 3</u>	<i>Amend - Extension of Probationary Period</i>	

Letter of Understanding

Extension of Probationary Period

Probationary period has expired - delete LOU

E&OE

Signed off this 10 day of May 20 17

For the Union

For the Employer