

COLLECTIVE AGREEMENT

between

ALMA MATER SOCIETY - SECURITY

(hereinafter termed the “Employer”)



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

(hereinafter termed the “Union”)



**DURATION OF AGREEMENT
October 1, 2012 TO September 30, 2016**

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ARTICLE 1 — PURPOSE

Section 1

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 and in recognition whereof, the Parties hereto covenant and agree as follows:

Section 2 Human Rights

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.

ARTICLE 2 — UNION SECURITY and RECOGNITION

Section 1

(a) Bargaining Unit Defined

This Agreement shall apply solely to employees for which the Union is certified under the *Labour Relations Code* 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. For clarity purposes, Security Guards employed by AMS for building security are included in the bargaining unit.

Event Security for bookable rooms provided by AMS security employees is included in the bargaining unit.

Door Staff employed by AMS are not included in the Bargaining Unit.
Managers and Assistant Managers will be excluded from the bargaining unit.

Definitions:

Event Security bookable rooms

Any reserved area within the AMS building that requires the use of security staff will be considered to be event security for bookable room, excluding Liquor Primary licensed facility doors and the interior except otherwise specified by mutual agreement of the parties.

Door staff

Door staff are staff required to perform tasks relevant to the entry door and inside the Liquor Primary licensed facilities.

(b) 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.

(c) Contracting Out

The Employer may only contract out security work of the bargaining unit if qualified employees are unavailable.

Section 2 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 member of the Union, shall remain a member of the Union for the duration of this Agreement.

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 his/her 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.

Section 3

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.

Section 4 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, as per schedule "B".

Section 5 Exclusivity of Bargaining Unit Work

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, emergencies, training or when bargaining unit employees capable of performing the work are not available.

Section 6 Picket Lines

- (a) It shall not be a violation of this Agreement, nor cause for discipline, penalty or discharge of any employees, in the performance of their duties, neither to refuse to cross a legal picket line recognized by the Union, or senior labour bodies nor to refuse to handle goods from a supplier where a strike or lockout is in effect.
- (b) The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

ARTICLE 3 — UNION REPRESENTATION AND RIGHTS OF STEWARDS

Section 1

- (a) The Employer shall recognize the Job 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 Job 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 Job Steward(s).
- (b) 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.
- (c) Additionally, the Job 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. Job Steward 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.

Section 2

- (a) 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 Steward will obtain permission from the immediate supervisor before leaving the immediate area for such purposes and such permission will not be unreasonably denied.
- (b) An employee shall have the right to have an Job 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 an Job 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.

Section 3

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.

Section 4

The Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

Section 5

All conversations between Job 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.

Section 6

The Employer agrees to supply a copy of correspondence to the Union to the Chief Steward. Private and confidential matters are exempt.

Section 7 Union Activity

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.

Section 8 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes that employees may have an interest in participating in public affairs. An employee may apply for an unpaid leave of absence to be a candidate in a Federal or Provincial election for the duration of the official campaign.
- (b) Upon thirty (30) calendar days request, an employee who is elected or appointed for a full-time position to the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence without pay, and without loss of seniority, for up to one (1) year, subject to extension by mutual agreement. The employee shall be allowed to continue participating in the benefit plans of this Agreement, and she/he shall pay the full premium of these plans.

Section 9 Meetings and 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 working hours to assist the employees in dealing and negotiating with the Employer. The union agrees there shall be no undue disruption of work.

Section 10 Union Label and Union Communications

- (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 badges while they are working.
- (c) The Union shall provide Union emblems, labels and logos to the Employer as available at no cost.
- (d) 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 the Communications Planning Group if timing permits, or if time is of the essence, 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.

ARTICLE 4 – THE RIGHTS of the EMPLOYER

Section 1

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 Articles 17, 18 and 19.

ARTICLE 5 – DEFINITION of EMPLOYEES

Section 1 Probationary Period

All new employees will be considered probationary for the first three (3) months of employment. After three (3) months employment, an employee will become regular.

An employee being the successful candidate to a higher rated job (promotion) shall be on probation for a period of three months. If the employee is unsuccessful in the probation period, the employee shall return to their previous position.

Section 2 Full-Time Regular

An employee hired to work on a full-time basis in a regular continuing position.

Section 3 Part-Time Regular

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 Statutory Holiday pay 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 8, Vacation Pay will be calculated on the same pro rata basis as for a full-time employee with the same calendar service.

Section 4

- (a) A student employee is defined as a person registered for a minimum of 2 courses in an academic year at a recognized post-secondary institution. Priority will be given to students of the University of British Columbia. To be eligible for employment an student must provide proof of registration at the beginning of each academic year to Human Resources

who will send a copy to the applicable Union Representative at COPE Local 378. Student employees must maintain student registration and be actively enroll in classes except if on approved academic leave of absence for up to (1) one academic year as expresses below.

- (b) All employees other the FT Regular and PT Regular employees must be registered students at the time of employment. Students will normally be employed for no longer than 2 terms in an academic year at a time. A student employee shall not work more than 20 hours in a seven day week. A student employee shall be able to extend employment upon proof of enrollment as a student for the next academic year. All student employees are allowed with prior approval, up to one (1) one academic year off (authorized leave) during the school year (September to August). Student employees shall not lose seniority, and shall be reinstated to their former position provided they supply written notice of their intention to return one month prior to the end of their leave.
- (c) Any student employee requesting up to (1) one year leave of absence must do so at least (6) six weeks prior to the requested commencement of the academic leave of absence, pending employer approval.
- (d) Student employees can get a maximum of 1 academic leave of absence approved during their employment.

If sufficient employees cannot be recruited from the student body the employer may hire non student employees for up to 1 academic year.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

Section 1

- (a)
 - i) Employees will be scheduled by seniority, provided they are qualified and available. Seniority will be based on an employee’s date of hire.
 - ii) Employees shall provide their availability to the employer. If more than one employee is available for any individual day, the shift shall be awarded to the senior qualified employee.
- (b) An employee who is required to work during their unpaid meal breaks will be paid for the meal break.
- (c) Employees will receive the following meal and coffee breaks:

5 hour shift or more	1 unpaid 30 minute meal break and 1 paid 15 minute coffee break
7 hour shift	1 unpaid 30 minute meal break and 2 paid 15 minute coffee breaks

- (d) Employees will be scheduled for a minimum of four (4) hour shifts.
- (e) A night shift premium of \$.50 per hour applies for shifts that begin on or after 12:00am and shifts that end on or before 8:00am

- (f) Overtime will be in accordance with the *Employment Standards Act* of British Columbia.

Overtime Shall Distributed By Seniority

The following is for information purposes:

- (a) An employer must pay an employee who works over 8 hours a day, and is not working under an averaging agreement under section 37,
- (i) 1 1/2 times the employee's regular wage for the time over 8 hours
 - (ii) double the employee's regular wage for any time over 12 hours.
- (b) An employer must pay an employee who works over 40 hours a week, and is not working under an averaging agreement under section 37, 1 1/2 times the employee's regular wage for the time over 40 hours.
- (c) For the purpose of calculating weekly overtime under subsection (2), only the first 8 hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.
- (d) With 48 hours' written notice, the management may alter an employee's schedule. An employee may request to exchange a shift with another employee who is qualified for the shift, provided this does not put either employee into an overtime position.
- (e) Regular full-time employees will be scheduled 40 hours per week.
- (f) When employees have commenced their shift and the employer decides they no longer require the scheduled amount of hours to work after the minimum hours as defined in this agreement, the decision on who leaves will be in reverse seniority unless qualification required otherwise..
- (g) A work week shall Saturday to Friday.

Section 2

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.

ARTICLE 7 — STATUTORY HOLIDAYS

Section 1

The Employer agrees to provide all employees with the following Statutory 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	Family Day

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government, provided that such holidays are recognized by the Alma Mater Society of the UBC Vancouver for its own staff. Should any of the above holidays fall on an employee's regular day off, the employee shall receive statutory holiday pay. Statutory holiday pay will be prorated based on hours worked.

An employee must be employed by the employer for at least 30 calendar days before the statutory holiday.

An employee must have worked or earned wages for 15 of the 30 calendar days preceding the statutory holiday.

An employee must be paid an amount equal to at least an average day's pay determined by the formula;

amount paid ÷ days worked

Where amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and days worked is the number of days the employee worked or earned wages within that 30 calendar day period.

The average day's pay provided applies whether or not the statutory holiday falls on the employee's regularly scheduled day off.

Section 2 If An Employee Is Required To Work On A Statutory Holiday

An employee who works on a statutory holiday must be paid for that day

- (a) 1 ½ times the employee's regular wage for the time worked up to 12 hours,
- (b) Double the employee's regular wage for any time worked over 12 hours
- (c) An average day's pay, as determined using the formula in Article 7 section 1

Section 3

In the event any of the holidays enumerated in Section 1 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 8 — ANNUAL VACATIONS and LEAVES of ABSENCE

Section 1

- (a) Employees will be paid vacation pay on each pay cheque.
- (b) Employees will receive the following annual vacation:

Start	4% of straight-time wages
After 3 years of employment	6% of straight-time wages

Section 2 **Citizenship Leave**

An employee shall be allowed necessary time off with pay to process his or her Canadian Citizenship.

Section 3 **Maternity / Paternity Leave**

Leave of absence without pay in case of pregnancy shall be granted in accordance with the "Employment Standards Act, 1995" or as amended or any successor legislation. This includes Parental leave so that Maternity leave is 17 weeks with the additional 35 weeks for a birth mother or an additional 37 weeks for a birth father or for an adopting parent 37 weeks in total. Use section 51(1)(d) of the Employment Standards Act. Adoptive parents include same sex couples, and/or individuals of either sex who have adopted a child. Such leave will not affect seniority.

Section 4 **Compassionate Leave**

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 Family Responsibility Leave. Such leave will be prorated based on hours worked.

Section 5

An employee may request compassionate leave of up to one (1) working day without pay, plus unpaid travel time, in the event of death of a close friend. No reasonable request shall be refused, subject to the departmental requirements

Section 6 **Leave of Absence**

- (a) Leave of absences for personal reasons may be granted provided that such leave of absence shall not interfere with the operation of the department.

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 Family Responsibility 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.

- (b) 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.

Section 7 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.

Section 8 Jury Duty Leave

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 17. 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.

Section 9 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.

ARTICLE 9 — SICK LEAVE, WELFARE PLANS and PENSION PLAN

Section 1 Group Benefits Plan

Regular non-student employees who have completed probation and meet the eligibility criteria will be enrolled in the hourly paid Group Benefits Plan. (Great West Life - Extended Health Care and Dental). The premiums will be paid 50% by the Employer.

ARTICLE 10 — SALARIES

Section 1

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.

Section 2

In the event the Employer shall establish a new position or significantly change the duties of an existing position, the wage rate for the new or significantly changed position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification. If the Parties fail to agree on the new wage rate the matter may be referred to the grievance and arbitration procedures in Articles 17, 18, and 19.

Section 3

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.

Section 4 Uniforms and Clothing

The Employer will continue the practice of providing shirts, jackets, flashlights (with batteries) and notebooks. The employer agrees to provide \$.10 per hour to cover the cost of cleaning the uniform.

ARTICLE 11 — HIRING, PROMOTION, LAYOFF and RECALL

Section 1

- (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 Chief Job Steward 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 Chief Office Steward. 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 Job Steward.

(b) Union notification

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

Section 2 Promotions and Transfers

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.

Section 3

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.

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.

Section 4 Layoff

(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.

- (b) 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 group or other group with the least seniority in such group. 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 less 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 11, Section 2, are relatively the same, the most junior employee shall be laid-off first and the most senior last.

Section 5

All regular (i.e. permanent) employees shall be given two (2) weeks notice of layoff or two (2) weeks salary in lieu of notice.

Section 6

Any regular employee in good standing, subject to layoff shall be placed on the recall list for a period of six (6) months.

Section 7 Recall

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.

Section 8

Notice of recall to an employee who has been laid-off shall be sent to the affected employee 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 bona fide illness or other reasonable 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.

ARTICLE 12 — SENIORITY

Section 1

Seniority for purposes under this agreement shall be an employee's date of hire.

Section 2

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 rejoining the Union for purposes of seniority credit.

Section 3

An employee on leave of absence on Union business under Article 3, Section 7, or on sick leave and extended sick leave under Article 9, will continue to accrue seniority.

Section 4

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

ARTICLE 13 — GENERAL

Section 1

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

Section 2 Security Personal Training

New employees shall be provided a recognized internal training program when entering employment with the employer. Returning employees who have seniority and employed by the employer shall be provided a recognized training internal program on paid employer time prior to the start of a new education year.

The Union and the Employer shall refer to the Labour Management Committee the issue of defining and developing the training program. If the parties cannot agree, the employer will define the program. It is understood between the parties the program shall be of orientation and training to the AMS facility.

Section 3 Computer Safety

- (a) 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.
- (b) Pregnant employees shall have the ability to request a test be conducted on their work station to measure the ionizing radiation levels (if any) to ensure they are at or below the level permitted under the B.C. Workers Compensation Act 2 as may be revised from time to time. If such measurement indicates a level above that required by the Act, the Employer, at their discretion agrees to either replace the equipment to comply with the requirements of the Workers Compensation Act, or reassign the employee to alternate employment for the term of the pregnancy.

Section 4

(a) 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.

(b) Business Travel and Expenses

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 published in March 2005, are applicable to all employees. 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.

Section 5 OFA Premium

(a) Provided that an employee's work location requires an Occupational First Aid Level (2) (two) (OFA2) certification, and provided that the employee is in possession of a relevant and valid OFA2 certificate, then employee(s) will be compensated for their OFA2 certificate as per the OFA2 premium rates noted in (e) below.

(b) Compensation will occur when the employer requires and schedules employee(s) to possess the relevant OFA2 first aid certificate at a particular work location.

(c) i) The employer will compensate employees for time and/or training fees as it relates to a required regulation and/or an operational need and the employer will pay for the time, and/or fees, and/or related costs for OFA2 training. However, employees will be expected to pay for the time, and/or fees, and/or related costs of any OFA2 first aid training they obtain on their own without approval of the employer.

Payment for training fees and/or the time to attend training will not be unreasonably withheld, nor will it necessarily be provided by the employer when sufficient OFA2 coverage already exists. The ultimate discretion for payment of time and/or fees rests with the employer subject to the basic principles in this paragraph.

ii) If the employer pays for time and/or training for OFA2 certification and the employee leaves his/her employment before 1 year of employment, the employee needs to reimburse through payroll deduction the employer 100% of all costs and fees incurred.

d) Level 2 premium \$.75 per hour.

Section 6 Room Leader

When the employer has an event in a bookable room where AMS Security provides the security services with 2 or more guards scheduled, the employer will appoint by ability and seniority a room leader who shall receive \$.75 per hour on top of their hourly wage.

Section 7 Security Personal License (BST)

The employer will reimburse employees for their annual Basic Security License renewal. Late fees are not covered under this agreement.

ARTICLE 14 — DISCIPLINE, SUSPENSION and DISCHARGE

Section 1

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 Employers option.

Section 2

If a regular employee is terminated, except as provided in Section 1 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.

Section 3

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.

Section 4 Employee Information and Disciplinary Letters

- (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.

ARTICLE 15 — DISCRIMINATION AND HARASSMENT

Section 1 Policy

The parties mutually agree to abide by the June 1, 2004 document entitled:

Article 15 – Discrimination, Harassment & Sexual Harassment as revised from time to time by mutual agreement through the Joint Consultation Committee.

Section 2 Process

This document has its own process and remedies, however failure to invoke the process is grievable.

ARTICLE 16 — TECHNOLOGICAL or PROCEDURAL CHANGES and SEVERANCE PAY

Section 1

- (a) 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 discussions are:

- i. the nature of the change
- ii. the date on which the employer proposed to effect the change
- iii. the approximate number and type of employees likely to be affected by the change
- iv. the anticipated effect(s) of the change on affected employees.

Section 2

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).

Section 3

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. 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.

ARTICLE 17 — GRIEVANCE PROCEDURE

Section 1

"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.

Section 2

Grievances or complaints shall be settled in the following manner:

- (a) 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 1.
- (b) 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 3.

STEP 1:

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. The employee shall be accompanied by a Job Steward or Representative of the Union. 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. 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.

STEP 2:

If the grievance is not satisfactorily settled at Step 1, the employee and Chief Job Steward or 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.

STEP 3:

If a satisfactory settlement is not reached at Step 2, 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. Failing settlement within a further ten (10) working days of receipt of notice, the dispute shall be referred to arbitration, as set forth in Article 18 or 19.

Section 3

The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

Section 4

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.

ARTICLE 18 — ARBITRATION

Section 1

Where any difference arises between the Parties as to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either Party to an Arbitration Board of three (3) members composed as follows:

Section 2

The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party, in writing, of its appointment and the particulars of the grievance in dispute.

Section 3

The Party receiving the notice shall, within five (5) days, appoint a member to the Board and shall notify the other Party of its appointment.

Section 4

The two (2) arbitrators so appointed shall confer to select a third (3rd) Party to be Chairman and failing, for five (5) days from their appointment to agree upon a person willing to act, either of them may apply to the Minister of Labour for the Province of British Columbia to appoint a Chairman. Hearings shall commence within thirty (30) days of the appointment of the Chairman.

Section 5

The Arbitration Board shall hear the Parties, settle the terms of question to be arbitrated, and make its award within fifteen (15) days of the completion of the hearings, except when the time is extended by the agreement of the Parties. The Board shall deliver its award, in writing, to each of the Parties and the award of the majority of the Board shall be final and binding on the Parties and shall be carried out forthwith.

Section 6

The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

Section 7

Each Party shall pay their own costs and expenses of the Arbitration, the remuneration and disbursements of their appointees and one-half (½) the expenses of the Chairman.

ARTICLE 19 — SINGLE ARBITRATOR

Section 1

The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18, Section 2.

Section 2

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 18 may be given by either Party.

Section 3

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 18 of this Agreement.

Section 4

The provisions of Article 18, Section 6, shall apply to single arbitrators.

Section 5

Each Party shall pay their own costs and expenses of the Arbitration and one-half (½) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 — JOINT CONSULTATION COMMITTEE

The Employer and the COPE shall establish a Joint Consultation Committee. On the request of either Party, the Parties shall meet at least once every two (2) months until this Agreement is terminated, 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.

ARTICLE 21 — 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 22 — DURATION

Section 1

- (a) This Agreement shall be in full force and effect on and after the 1st day of October, 2012, to and including the 30th day of September 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 the 30th of September 2016, or sixty (60) days prior to the 30th day of September 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.

Section 2

It is mutually agreed by the Parties to exclude from this Agreement the operation of Sections 50(2) and 50(3) of the Labour Relations Code.

Section 3

In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect. Depending on the circumstances and applicable legislative statues or legal limitations, the Parties agree to meet and discuss possible alternative provisions, if any.

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

“Original Signed”

FOR THE EMPLOYER

FOR THE UNION

Ken Yih
Senior Human Resources Manager

Brad Bastien
Senior Union Representative

Shaun Wilson
Manager, Security, First Aid; Facilities

Walid Abed El Hadi
Bargaining Committee Member

Uli Laue
Director of Operations

Dan Wood
Bargaining Committee Member

**APPENDIX "A"
SALARY SCHEDULE**

Security Guard	Start	After 400 hrs	After 800 hrs	After 1000 hrs
	\$11.50	\$12.50	\$13.50	\$14.00
October 1, 2013 to September 30, 2014				
	Start	After 400 hrs	After 800 hrs	After 1000 hrs
	\$11.73	\$12.75	\$13.77	\$14.28
October 1, 2014 to September 30, 2015				
	Start	After 400 hrs	After 800 hrs	After 1000 hrs
	\$11.96	\$13.01	\$14.05	\$14.57
October 1, 2015 to September 30, 2016				
	Start	After 400 hrs	After 800 hrs	After 1000 hrs
	\$12.26	\$13.34	\$14.40	\$14.93

All employees employed prior to the ratification shall be credited as having minimum 400hrs or more.

The Supervisor position will be maintained and the duties will be set by the employer. When the Supervisor position becomes vacant it will be eliminated. The supervisor wage will be red circled.