

MEMORANDUM OF AGREEMENT

BETWEEN:

ALMA MATER SOCIETY

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

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

THEREFORE:

1. The Parties agree that the Collective Agreement is for a term of three (3) years from month day, year to month day, year with the changes set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The items contained in this Memorandum of Agreement which form the Collective Agreement will be effective from **June 01, 2024 to May 31, 2027** unless specifically stated otherwise.
5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.

APPENDIX "A"

Attach all sign off as Appendix A



ALMA MATER SOCIETY 2024 Union Proposals (UP Item)

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 12 Ver 3	Appendix A	<i>Amend-General Wage Increase discussion</i>	

Wage Increase

June 1, 2024 - 3%
June 1, 2025 - 3% and
June 1, 2026 - 4%

E&OE

Signed off this 19th day of April 2024

For the Union

For the Employer



ALMA MATER SOCIETY 2024

AMS Proposals

AMS Number	Affected Article	Date:	Time:
AMS 1	Article 23.6	Amend – Christmas Closing	

23.06 ~~Christmas~~Holiday Closing

Bargaining unit employees who choose to work during the annual ~~Christmas~~holiday closure will be allowed to do 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.

E&OE

Signed off this 19 day of April 2024

For the Employer:



For the Union:





ALMA MATER SOCIETY 2024

AMS Proposals

AMS Number	Affected Article	Date:	Time:
AMS 2	24.02	Amend – Overtime Bank and Lieu Time Scheduling	

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) Employees can maintain a maximum bank of 10 days of overtime leave by the end of the year that must be taken before March 31 of the following year.
- de) Upon termination of employment, the employee will paid out for all unused overtime at the prevailing hourly rate.

E&OE

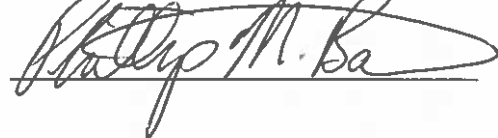
Signed off this 18th day of April 20 24

For the Employer:





For the Union:





(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP 11 Ver 2	34	<i>Amend</i>	

Article 34 – Duration of Agreement

34 Duration

- a) This Agreement shall be in full force and effect on and after the 1st day of June ~~2024~~ ~~2021~~, to and including 31st day of May ~~2027~~ ~~2024~~, 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, 2024, 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.

E&OE
 Signed off this 10th day of April 2024
 For the Union *Phillip M. Bar* For the Employer *JR*

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

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.

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.

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.

E&OE
Signed off this 19th day of April 2024
For the Union Phillip MB For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

ALMA MATER SOCIETY PROPOSALS 2024 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP Ver 2	MOU #1	Amend	

MEMORANDUM OF UNDERSTANDING #1

RE: Remote Work

This Memorandum of Understanding is made the 13th day of February 2024

BETWEEN: ALMA MATER SOCIETY (Employer),

AND: MoveUP (Canadian Office and Professional Employees International Union Local 378) (Union)

This memorandum will apply to all permanent full-time employees of Alma Mater Society who are members of MoveUP.

Overview:

The AMS will give would like to trial giving some eligible employees the ability to work remotely from one to two days a week with the approval of their manager. Employees will perform essentially the same work that they would at their actual workplace in accordance with performance expectations and other terms determined by their supervisors or managers. Remote work arrangements are approved on a case-by- case basis, and do not replace or eliminate the requirement for regular, in-person attendance. Staff approved for remote work understand they may be required to attend the workplace at any given time at their own expense.

Remote work arrangements may not be feasible in all cases or for all positions and requests should not compromise continuity of operations for members of the AMS, its clients and the performance of essential functions of each department.

Remote Work Agreement:

Once you have been approved to work remotely, your supervisor will explain (1) how you should plan to fulfill work expectations remotely and (2) how to plan to communicate regularly with co-workers, supervisors, clients and members of the AMS during regular work hours. Work performed remotely or from home is considered official business; therefore, departments may establish specific conditions that apply to employees engaged in remote work. Remote work location must remain within British Columbia.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

Except as expressly agreed, remote work does not change the terms and conditions of employment as set out in the collective agreement, and those terms and conditions will continue to apply.

The AMS reserves the right to modify the temporary remote work arrangement at any time. Employees may be required to return to the central workplace if deemed as having performance or work-related problems, or if the AMS feels it is in the best interest of the Society.

Hours of Work:

The amount of time and work hours that the employee is expected to work will not change due to participation in a temporary remote work agreement. Hours of work should remain the same unless specified in the agreement. The employees agree to apply themselves to work and be available to communicate with their co-workers, supervisor(s), clients and members of the AMS during work hours.

Normal procedures will be followed for the approval of overtime/flextime, leave of absence, sick time and vacation. All employees are responsible for reporting all hours worked each week in Dayforce. Failure to enter time or failure to obtain approval for overtime, can result in the termination of the temporary remote work arrangement or other disciplinary action.

Compliance with the AMS Policies:

Employees must agree to comply with AMS rules, policies, handbooks, practices, and instructions and understand that violation of such may result in the termination of the temporary remote work arrangement, and/or be subject to discipline for just cause under Article 11 of your collective agreement.

Security of Information and Records:

Employees are responsible for the security of all documents and records in their possession while remote working and must adhere to the AMS IT and other security procedures to ensure confidentiality and security of data. Employees working remotely agree not to share individual log-in passwords with anyone outside of the AMS. Any use of restricted-access information or materials at an alternate work location must be approved by the manager, along with procedures for removing and returning those materials. Employees approved to remote work agree that their access and connection to the AMS network(s) may be monitored to record dates, times, and duration of access. If any unauthorized access or disclosure occurs, the employee must inform the direct supervisor immediately.

Equipment and Materials:

If employees are approved to work remotely and are using AMS equipment and experience equipment malfunction they should contact IThelpdesk@ams.ubc.ca to address the issue. Any damage or theft of the equipment should immediately be reported to the supervisor. Employees who have been temporarily assigned the AMS equipment must return the equipment when the remote work arrangement ends.

When employees are authorized to use their own equipment, the department will not assume responsibility for costs of repairs, maintenance, or service. The AMS is also not responsible for providing

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer

additional equipment to enable staff to be able to work remotely such as a laptop, monitor, desk, or chair.

Other Costs:

Under this temporary policy, the AMS is not responsible for operating costs (such as electric bills, internet, etc.), home maintenance, or other costs incurred by employees in the use of their homes as alternate work locations.

Liability:

The AMS assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed-upon work hours, or for liability damages to employee's real or personal property resulting from participation in the remote work program. Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Workers' compensation does not apply to injuries of any third parties or members of the employee's family on the employee's premises. Employees agree to practice the same safety habits they would at the AMS work location and maintain safe conditions in their alternate work locations. Employees must follow normal procedures for reporting illness or injury.

Employees Ineligible for Hybrid Work – Wellness Hours:

Permanent full-time employees that are not eligible for remote work will accrue Wellness Hours in lieu of the ability to work remotely. The Wellness Hours you accrue will depend on the hours worked. ~~five~~ ^{PB 2} ~~(5%)~~ 2.5% of the hours worked in a pay period will be put into your Wellness Hours for accrual. Vacation, sick, holiday or other leaves of absence will not count towards your wellness hours accrual.

Wellness Hours for personal reasons may be granted provided that such leave does not interfere with the operations of the department. Such leave must be taken where it is mutually agreed upon by the Employee and Employer.

This benefit must be used in the year which it is accrued and you cannot go into a negative balance.

The ability to accrue Wellness Hours does not apply to employees who are given the option of hybrid work but do not want to work a hybrid schedule.

Termination of the Temporary Hybrid Work Agreement & Wellness Hours

The AMS reserves the right to modify and/or terminate the temporary remote work arrangement and Wellness Hours with two weeks notice. Employees may be required to return to the central workplace at any time if deemed as having performance or work-related problems, or if the AMS feels it is in the best interest of the Society.

This memorandum of understanding will take effect on October 1, 2023.

E&OE
Signed off this _____ day of _____ 20____

For the Union

For the Employer

Resigned at Vancouver, BC this 19 of April , 2024.



Justin Lieu
Managing Director
Alma Mater Society



Philip Bergen
Union Representative
MoveUP

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**ALMA MATER SOCIETY
PROPOSALS 2024
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP Ver 3	MOU #2	New	

MEMORANDUM OF UNDERSTANDING #2

RE: Job Descriptions

The employer agrees to provide the union with updated copies of the existing job descriptions within thirty (30) days of the ratification of the new collective agreement. The union will then provide the employer with their feedback and whether they dispute of the job descriptions provided or the group assignment/rate of pay associated with each, within thirty (30) days of receiving them.

If the employer does not agree with any of the union's disputes these disputes shall be submitted to a Classification Referee within thirty (30) days for a binding decision. The parties agree to Julie Nichols, Vicki Averill, Elaine Doyle, Dalton Larson and Ken Saunders as Classification Referees or another arbitrator as mutually agreed by both parties.

E&OE

Signed off this 19th day of April 2024

For the Union

Philip M. Sa

For the Employer

[Signature]

MEMORANDUM OF UNDERSTANDING #3

RE: Catering & Conferences Voluntary Overtime Shifts

This Memorandum of Understanding is made the **19th day of April, 2024**

Between: ALMA MATER SOCIETY (Employer),

AND: MoveUP(Canadian Office and Professional Employees International Union Local 378)(Union)

This Memorandum will apply to all MoveUP members in the Catering and Conferences Department.

The parties recognize that Employees in the Catering and Conferences Department wish to have the ability to take on additional optional work shifts in order to work additional hours outside their regular Seven (7) hour workday or Seventy (70) hour bi-weekly work schedule. This will enable them to work events such as industry events hosted by other organizations and networking events as well as AMS hosted events. This flex time must be approved prior to being worked.

These additional hours would be flex time paid at straight time their regular rate of pay (1x) into a bank and shall be taken as paid time off work on a straight time (1x) basis. Scheduling of such paid time off work shall be the subject of mutual agreement between the Employee and the Employer. This time worked will not be subject to Article 24.

These shifts shall be optional and will not affect mandatory shifts assigned by the Employer outside of regular working hours which they will continue to pay overtime for as outlined in Article 24. Such shifts can be in excess of ten (10) hours in a single day, after work or on weekends.

Either party, with thirty (30) days written notice, may opt out of this Memorandum of Understanding at any time and this Memorandum of Understanding expires on May 31st, 2027, unless the parties mutually agree to renew it.

This memorandum of understanding will take effect on APRIL 19, **2024**.



Justin Liu
Managing Director
Alma Mater Society



Philip Barger
Union Representative
MoveUP

7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for a ^{first} renewed Collective Agreement. *renewed n*

8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Vancouver, B.C. this 19 day of April, 2024




**FOR THE EMPLOYER,
Justin Liu, Managing Director**



**FOR THE UNION,
Phillip Barga, Union Representative**



**FOR THE EMPLOYER,
Celia Chung,
Human Resources Senior Manager**



**FOR THE UNION,
Joanne Pickford, Committee Member**



**FOR THE EMPLOYER,
Betty Huang, Junior HR generalist**



**FOR THE UNION,
John Lu, Committee Member**