

MEMORANDUM OF UNDERSTANDING #4

RE: Transition Agreement for the Food & Beverage Employees

BETWEEN: Alma Mater Society (the “Employer”)

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378) (the “Union”)

(Collectively, the “Parties”)

The Parties hereby agree that all Food and Beverage and Catering and Conferences (hereafter, “**F&B**”) employees, as defined by s. 1 of the *B.C. Labour Relations Code*, shall be covered by all terms and conditions of this Collective Bargaining Agreement unless otherwise defined in this Memorandum of Understanding.

This Agreement made between the Parties is intended to facilitate the cooperative integration of the F&B employees into this Collective Agreement prior to its term expiry. The Parties agree to prioritize the integration of this Memorandum of Understanding into the full Collective Agreement during Bargaining in 2027.

The Parties further agree to meet every three (3) months or upon request of either Party to discuss the administration of Section (F) - “Scheduling Principles”.

The Parties further agree to have mediator/arbitrator James Dorsey seized should there be any disagreement on the application, administration, or interpretation of this Memorandum of Understanding.

(A) Exclusion of Certain Collective Agreement Articles

The parties agree that the following articles shall not apply to the newly certified employees during the term of this MOU:

Article 16.03 - Employee Wellness Program

Article 21 – Benefits (21.01 - 21.08)

Article 25 - Annual Vacations, Vacation Pay (25.01 - 25.04)

Article 26 - Paid Holidays (26.01 - 26.05)

Article 27 - Leave of Absence (27.02 - 27.10)

Article 33 - Pension Plan (33.01 - 33.02)

Newly certified employees shall have no entitlement to benefits, vacation, vacation pay, paid holidays, leaves, pensions benefits, wellness benefits or any other rights arising from the foregoing articles during the term of this MOU.

(B) Continuation of Existing Benefits and Accruals

The Employer and the Union agree that the newly certified employees shall continue to participate in and receive only those benefits, vacation, vacation pay, paid holidays, leaves, pension benefits, wellness benefits that applied to them immediately prior to the ratification of this Memorandum of Understanding.

The continuation of such benefits, vacation, vacation pay, paid holidays, leaves, pension benefits, and wellness benefits shall be deemed to fully satisfy and replace any obligations that might otherwise arise under Articles 16.03, 21, 25, 26, 27 and 33 of the Collective Agreement, provided that they meet or exceed the standards set out by the Employment Standards Act.

- (i) Newly Certified Employees shall not receive duplicate benefits or entitlements under both their pre-existing employment arrangements and the Collective Agreement;
- (ii) No service, accrual, credit, entitlement, or benefit shall be converted, enhanced, recalculated, or supplemented by application of Articles 16.03, 21, 25, 26, 27, or 33;
- (iii) Newly Certified Employees shall not be entitled to select between their pre-existing arrangements and the Collective Agreement provisions; and
- (iv) The Parties recognize that the exclusion of the foregoing Articles is a compromise for the term of this Memorandum of Understanding and is not to be construed as determinative or prejudicial to any position that the Parties may take during the course of Collective Bargaining.

(C) Employee Categories

(i) Permanent Full-Time Employees

Permanent full-time F&B employees are employees engaged on an ongoing basis. The work week for permanent full-time F&B employees consists of thirty-seven- and one-half hours (37 1/2) a week, Sunday through Saturday on average per year.

(ii) Permanent Part-Time Employees

Permanent part-time F&B employees are employees engaged to work regular hours or days on a continuing basis but who work less than the normal working hours in a month.

Permanent part-time F&B employees are scheduled to work more than twenty (20) hours per week and less than thirty-two (32) hours per week, Sunday through Saturday.

Permanent part-time F&B employees, who are scheduled to work twenty-eight hours (28) per week on average per year and are not enrolled in the AMS/GSS Health and Dental Plan shall be covered by all conditions of this Agreement.

A permanent part-time employee who works more than thirty-two (32) hours a week on average shall attain permanent full-time status and shall have rights and entitlements under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

(iii) Seasonal Employees

A seasonal employee is those, primarily UBC or affiliate post-secondary students, who are continuously employed for work that reoccurs seasonally each semester.

A seasonal employee who works two (2) consecutive semesters and work more than 20 hours per week on average or more will attain permanent status and shall have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment.

Seasonal employees are to be laid off prior to full time and part time employees. Layoffs of seasonal employees will be done by reverse seniority. Laid off seasonal employees will be placed on the recall list for up to one academic semester and maintain their seniority.

Seasonal employees on the recall list will be recalled prior to the hiring of any new seasonal employees. Seasonal employees being recalled will have five (5) calendar days following the employer's notice to respond. Failing to respond will result in a loss of recall rights and seniority.

Seasonal employees who were students at UBC or an affiliated college at the start of their employment and who have lost their student status may retain their seasonal employment status for two full semesters following the date of their lost student status.

(D) Probationary Period

- (i) All new permanent employees, except temporary employees, will be considered probationary for the first three (3) months of employment. After three (3) months employment, an employee will become regular.
- (ii) Temporary and seasonal employees transferred to, or attaining regular status shall have their temporary or seasonal period of employment included in their probationary period. This period may be extended by mutual agreement between the Union and the Employer
- (iii) A newly hired seasonal employee shall be on probation for the first fifty (50) shifts that they work, or for a maximum period of six (6) months whichever comes first. This period may be extended by mutual agreement between the Employer and the Union.
- (iv) After completing the probationary period, a seasonal employee will have a seniority date commencing from the start of continuous employment.

(E) Hours of Work, Overtime and Shift Premium

Standard Working Hours and Days – Food and Beverage Component

- (i) The work week for all **permanent full-time F&B employees** shall consist of **forty (40)** hours. Employees shall be entitled to two (2)-days of rest each calendar week. The Employer shall make every reasonable effort to schedule two consecutive days of rest every week.
- (ii) Overnight Shifts: For shifts that start from 11pm – 3am, employees will be paid an additional \$2/hr for that shift. If there is a necessity to work this shift 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.

(F) Scheduling Principles

- (i) The assignment of shifts shall be done based on seniority, availability, and employee categorization.
- (ii) At the start of employment and each academic semester, each seasonal employee will submit a Declaration of Availability form to the employer. The Declaration of Availability form will include total weekly hours available to work, days available to work, time of day available to work, and an option to opt-in to on-call relief catering shifts. Notwithstanding any accommodation, approved leave, annual vacation, or any time off work recognized by this Agreement or the Employment Standards Act, food & beverage employees must provide availability for at least 3 shift options per week.
- (iii) For each academic semester, Seasonal employees who are students at UBC or an affiliated college and have completed their probationary period may choose to alter their Declaration of Availability one (1) time prior to the deadline of the 'add/drop' period as long as it continues to meet the minimum availability requirements.
- (iv) Requests to change availability during the academic semester will not be unreasonably denied by the employer. Special accommodation will be afforded during examination periods.
- (v) Full time permanent employees shall be assigned shifts based on their seniority and their availability prior to the assignment of shifts to part time regular employees, and part time regular employees shall be assigned shifts based on their seniority and their availability prior to the assignment of shifts to temporary and seasonal employees.
- (vi) F&B employees will have a minimum of thirty-two (32) hours of rest between weekly schedules, and a minimum of eight (8) hours of rest between daily shifts.
- (vii) No employee will be required to work a split shift, unless through mutual agreement.
- (viii) In F&B, Schedules shall be posted a minimum of two (2) weeks in advance of the commencement of the shift.
- (ix) In C&C Operations, Posted Schedules may be subject to change based on

operational needs a minimum of one (1) weeks in advance of the commencement of the shift.

- (x) In the event of any unanticipated operational needs or changes to the posted schedule, changes must be communicated to employees at least twenty-four (24) hours in advance, and shifts shall be offered to permanent employees on the basis of seniority. Shifts that would result in overtime will not be claimable.
- (xi) For shift coverage within 24 hours of the commencement of a shift, shifts shall be offered to employees at the same time and priority given to responses within the first thirty (30) minutes based on the provisions at Article (F)(v) & (F)(x). After thirty (30) minutes it becomes first come, first served basis. Within twelve (12) hours of the commencement of a shift, will be filled on a first come first served basis. Urgent shift coverage with less than twelve (12) hours may be filled by the department Manager if no other employee is available to work the shift on short notice.

(G) Rest Periods

- (i) Employees who are scheduled to work seven (7) hours or more a day shall be entitled to two (2) paid rest periods of fifteen (15) minutes each.
- (ii) Employees who are scheduled to work less than seven (7) hours a day shall be entitled to one (1) paid rest period of fifteen (15) minutes.

(H) Meal Break

- (i) Employees who are scheduled to work five (5) hours or more a day shall be entitled to an unpaid meal break of one-half (1/2) hour.
- (ii) The Employer who requires an employee to work or be available for work during their meal break must count it as time worked.

(I) Holiday Closing

- (i) The Employer shall schedule employees to perform work during holiday/operational closures as needed on a seniority basis. The most junior available employee will not deny such shifts.

(J) Joint Occupational Health and Safety Committee

There shall be equal representation of Employee representatives and Employer representatives appointed to the Joint Occupational Health and Safety

Committee per the regulations of the Workers Compensation Board of British Columbia. Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Union, and a copy shall be posted on the Union bulletin board. The Union representatives on the Health and Safety Committee shall be entitled to five (5) days Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters.

(K) Tip Distribution Committee

The Union will appoint employees from each work area to join their working committee. The Union's Representative and a Senior Manager from the Employer may attend such meetings. It is the intention of the parties through these discussions to reach a recommendation to be proposed at the next round of collective bargaining. The recommendation will include full details respecting tip distribution including eligibility, classifications/workgroups, percentages and the frequency of payouts for non-management employees.

(L) Meal Card

- (i) F&B employees shall be entitled to either a meal and a beverage of their choice or a meal voucher that provides 50% discount to a maximum that is mutually agreeable to the Parties, per day worked.
- (ii) Meal cards and vouchers are non-transferable and are intended for meals consumed at work only. Alcohol purchases are excluded.

(M) Salaries

- (i) F&B 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 "B", which is attached hereto and made part of this Memorandum of Understanding.
- (ii) Any position not covered by Appendix "B", new positions which may be established during the life of this Agreement, changes in job duties or re-classification of existing positions, shall be subject to negotiation and agreement between the Employer and the Union with respect to classification and salary for the positions in question. Such new changed or re-classified jobs are to be given to the Stewards and Union office. In the event the parties fail to agree, such matters may be referred

to the grievance and arbitration procedures as defined in Article 10 of the Collective Agreement.

- (iii) It is agreed that the salaries herein provided are minimum scales. This Agreement shall not be so construed as to reduce the pay 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.

Appendix ‘B’

SALARY SCHEDULE

Grouping and position titles (wages under monetary):

Group 1 Customer Service Representative
 Barista
 Busser
 Kitchen Helper
 C&C Associate

Group 2 Bartender
 Storeroom Associate
 Dishwasher/3rd Cook
 C&C Driver

Group 3 2nd Cook – Gallery
 2nd Cook – GNE
 2nd Cook – Honour Roll
 2nd Cook – Commissary
 F&B Supervisors

Group 4 Event Lead (Supervisor)
 Sr. Supervisor
 Liquor Purchasing Supervisor

Group 5 1st Cook – Gallery
 1st Cook – GNE

1st Cook – Honour Roll

1st Cook – Commissary

Baker

Group 6 Chef de Partie
 Storeroom Coordinator

Group 7 Junior Sous Chef
 AV Technician

Group 8

Group 9 AV Tech Supervisor

Effective: December 1, 2025

Grid Placement + 1%

Pay Group	Start of Employment	12 months of Employment	24 months of Employment	36 months of Employment
Group 1 Customer Service Representative Barista Busser Kitchen Helper C&C Associate	\$18.18	\$18.73	\$19.29	
Group 2 Bartender Storeroom Associate Dishwasher/3 rd Cook C&C Driver	\$18.69	\$19.25	\$19.83	
Group 3 2 nd Cook – Gallery 2 nd Cook – GNE 2 nd Cook - Honour Roll 2 nd Cook - Commissary F&B Supervisors	\$21.21	\$21.85	\$22.50	\$23.18
Group 4 Event Lead (Supervisor) Sr. Supervisor Liquor Purchasing Supervisor	\$22.73	\$23.41	\$24.11	\$24.84
Group 5 1 st Cook – Gallery 1 st Cook - GNE 1 st Cook - Honour Roll 1 st Cook - Commissary Baker	\$23.23	\$23.93	\$24.64	\$25.38

Group 6 Chef de Partie Storeroom Coordinator	\$24.75	\$25.49	\$26.26	\$27.04
Group 7 Junior Sous Chef AV Technician	\$26.51	\$27.31	\$28.12	\$28.97
Group 8	\$28.17	\$29.02	\$29.89	\$30.78
Group 9 AV Tech Supervisor	\$30.88	\$31.81	\$32.76	\$33.74

Effective: June 1, 2026 3.0%

Pay Group	Start of Employment	12 months of Employment	24 months of Employment	36 months of Employment
Group 1 Customer Service Representative Barista Busser Kitchen Helper C&C Associate	\$18.73	\$19.29	\$19.87	
Group 2 Bartender Storeroom Associate Dishwasher/3 rd Cook C&C Driver	\$19.25	\$19.83	\$20.42	
Group 3 2 nd Cook – Gallery 2 nd Cook – GNE 2 nd Cook - Honour Roll 2 nd Cook - Commissary F&B Supervisors	\$21.85	\$22.51	\$23.18	\$23.88
Group 4 Event Lead (Supervisor) Sr. Supervisor Liquor Purchasing Supervisor	\$23.41	\$24.11	\$24.84	\$25.58
Group 5 1 st Cook – Gallery 1 st Cook - GNE 1 st Cook - Honour Roll 1 st Cook - Commissary Baker	\$23.93	\$24.65	\$25.39	\$26.15

Group 6 Chef de Partie Storeroom Coordinator	\$25.49	\$26.25	\$27.04	\$27.85
Group 7 Junior Sous Chef AV Technician	\$27.31	\$28.13	\$28.97	\$29.84
Group 8	\$29.02	\$29.89	\$30.79	\$31.71
Group 9 AV Tech Supervisor	\$31.81	\$32.76	\$33.75	\$34.76

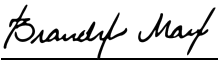
This Memorandum of Agreement goes into full force and effect on the Date of Ratification.

WHEREFORE THE PARTIES EVIDENCED THEIR TENTATIVE AGREEMENT WITH THEIR SIGNATURES, SUBJECT TO THE RATIFICATION OF THEIR PRINCIPALS.

Signed off in Vancouver, BC, this 22nd day of June, 2026.

For the Union


[Kai Sharpe \(Jun 22, 2026 15:26:20 PDT\)](#)
 Kai Sharpe, Union Representative


 Brandy Marx, Committee Member

For the Employer


[Justin Lieu \(Jun 23, 2026 14:55:18 PDT\)](#)
 Justin Lieu, Managing Director


 Celia Chung, Senior Manager, HR


 Betty Huang, HR Generalist

Ratified on this ____ day of _____, 2026.