

## **Memorandum of Agreement**

Between

**Vancouver Musicians' Association – Local 145 of the American Federation of Musicians of the United States and Canada**

(hereinafter referred to as the "Employer")

Party of the First Part

And

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

(hereinafter referred to as the "Union")

Party of the Second Part

(together, hereinafter referred to as the "Parties")

### WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from February 20, 2014 through February 19, 2016 (the "Collective Agreement"); and
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

### THEREFORE:

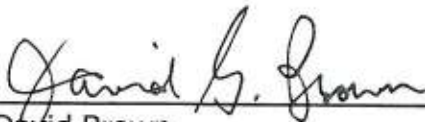
The Parties agree that the Collective Agreement is for a term of three (3) years from February 20, 2016 to February 19, 2019 as set out in this Memorandum of Agreement at Appendix "A" subject to the following conditions:

- 1. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 2. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.

3. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from the date of ratification unless specifically stated otherwise.
4. All items not addressed herein will be considered withdrawn on a without prejudice basis.
5. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
6. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of the Collective Agreement.
7. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant new 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 new Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized new Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

In witness whereof, the parties hereto have executed this Memorandum of Agreement as of this 15th day of June, 2016 in Vancouver, British Columbia.

Signatory for the Employer



David Brown  
President

Signatory for the Union



Ryan Stewart  
Union Representative

**Appendix "A"**

(beginning on the following page)

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	2.04	<i>Delete</i>	


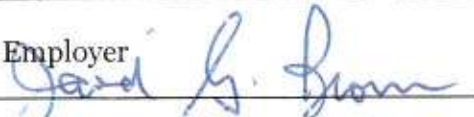
~~2.04 Vancouver Musicians' Association Local 145 of the American Federation of Musicians of the United States and Canada~~

~~\_\_\_\_\_ The location into which the employee normally reports for work:~~

~~100 925 West 8<sup>th</sup> Avenue~~

~~Vancouver, BC V5Z 1E4~~

E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union  For the Employer 

**VMA PROPOSALS 2016**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	5.08	Change - Ver 2	

**5.08 Negotiations**

(a) The Employer shall provide leaves of absence without loss of wages, benefits and seniority to those employees selected by the Union for negotiations as follows:

*EKS D&B one (1)*  
(i) Up to a maximum of ~~two~~ (2) Union members shall be entitled to a leave of absence for the purpose of conducting negotiations with the Employer. Such leave shall be without loss of wages, benefits and seniority. For purposes of this Clause 5.08, "conducting negotiations" shall include not only time spent at the bargaining table, but also any meeting of the Union's bargaining committee immediately before, during and immediately after a bargaining session on the same day as any such bargaining session.

*EKS one (1) D&B*  
(ii) Up to a maximum of ~~two~~ (2) Union members shall be entitled to one or more leaves of absence for a cumulative period of up to three (3) days per Union member for the purpose of advance preparation for negotiations with the Employer. The timing of leave under this Paragraph (ii) shall be subject to the Employer's operational requirements, but in any event shall not be unreasonably withheld. The Employer shall be entitled to receive, upon request, confirmation from the Union that leave is required for purposes of this Paragraph (ii) before considering any such leave request.

(b) The Union shall notify the Employer prior to or at the commencement of bargaining of the name(s) of the Union member(s) selected for the purposes of this Clause 5.08.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	6.03	Change	

**6.03 Union Dues and Assessments Deduction**

- a) The Employer shall, ~~as a condition of employment,~~ deduct from the pay or salary of each employee in the bargaining unit the amount of the regular monthly or other dues, including, initiation fees and assessments, payable to the Union by a member of the Union, as established by the Union. For clarity and without limiting the obligations of the Employer arising from this Subsection, payment of regular monthly or other dues shall be a condition of employment for all employees.
- b) The Employer shall deduct from the pay or salary of any employee who is a member of the Union the amount of any assessments levied in accordance with the Union constitution and/or bylaws and owing or payable by the employee to the Union.
- c) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of twenty (20) calendar days' notice in advance of the implementation date of any change in deductions pursuant to this Article Clause 6.03.
- d) The Union agrees to indemnify and save harmless the Employer for any claims made by any employee in connection with dues or assessments deducted and remitted to the Union at the direction of the Union, including any and all legal fees, costs, and administrative charges that may be incurred by the Employer as a result of complying with a direction issued by the Union to remit fees or assessments pursuant to this Article.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union [Signature] For the Employer [Signature]

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#4	6.05	<i>Housekeeping</i>	

**6.05 Record of Union Deductions (T4 Slips)**

The Employer shall every year supply each employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the employee in the ~~previous calendar~~ year. Such record shall be provided to each employee prior to March 1st of the succeeding ~~calendar~~ year.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016  
For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	7.01	<i>Housekeeping</i>	

**7.01 Legislation**

The Parties hereto subscribe to the principles of the Human Rights Act Code of British Columbia.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016  
For the Union *RK Stout* For the Employer *Jared L. Jones*





**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	7.03	Change	

**7.03 Personal/Sexual Harassment**



- a) The Employer and the Union recognize the right of all employees to work in an environment free from personal harassment, including sexual harassment. Accordingly, the harassment of any employee is prohibited. Likewise, the employees and Union recognize that the Employer, (i.e., all management), shall be treated with the same respect.
- b) Personal harassment means a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome that disparages or causes humiliation to a person in relation to a prohibited ground of discrimination under the ~~Human Rights Act~~ Human Rights Code of British Columbia.
- c) Sexual harassment includes unnecessary or inappropriate touching, including touching which is expressed as being unwanted; suggestive remarks or other verbal abuse with a sexual connotation; repeated or persistent leering at a person's body; sexual solicitation or advance or sexual assault when
  - i) submission to such conduct is made either explicitly or implicitly a term or condition of employment, and/or
  - ii) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting that employee, and/or
  - iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance and creating an intimidating, hostile or offensive working environment.
- d) The Employer will:
  - i) ensure all employees are informed of the policy on harassment including sexual harassment;

E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union  For the Employer 

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

- ii) upon becoming aware that harassment is occurring, deal with it in a prompt, conscientious and confidential manner, regardless of whether or not any complaint has been made.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016  
For the Union  For the Employer 

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union Number		Affected Article/MOU	Date:	Time:
UP#7		7.06	<i>Housekeeping</i>	

**7.06 Electronic Monitoring and Surveillance**

Employees shall be made aware of any electronic monitoring used by the Employer and this monitoring shall not be used to assess performance or ~~performance-related~~ in disciplinary matters.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016  
For the Union *RK Sturt* For the Employer *Jarvis G. Brown*

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#8	8.03	Change	

**8.03 Temporary Employees**

Temporary employees are employees engaged on a Full-Time or Part-Time basis for a specific period or periods of work in connection with a specific project, projects, work overload, seasonal peaks or to relieve a permanent employee absent on any authorized leave of absence. Temporary employees may be hired for a maximum of one-hundred and eighty (180) calendar days. The Employer and the Union may mutually agree to an extension of not more than one-hundred and eighty (180) calendar days. The Employer will forward to the Union the name, position and start date of all Temporary employees within fifteen (15) days of his/her their commencement of employment.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016  
For the Union [Signature] For the Employer [Signature]

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#9	9.08	<i>Housekeeping</i>	

**9.08 Service outside the Bargaining Unit**

- a) Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement.
  
- b) Upon a decision by the Parties or the Labour Relations Board of British Columbia, or any of its successors, that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved, at his or her option, may be granted seniority credit for some or all of the period of the exclusion, provided it is approved by the Union and provided the person exercises such option in writing to the Union within thirty (30) calendar days of the date of entry into the bargaining unit. Seniority achieved under this Clause 9.098(b) shall not be used to secure any promotion in accordance with Article 14 during the first six (6) months from the date of entry into the bargaining unit or to exercise any bumping rights under Article 18 during the first twelve (12) months from the date of entry into the bargaining unit.
  
- c) An employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed three (3) consecutive months from the date of commencement of such work, subject to the provisions of Clause 9.02(d) above. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the employee shall lose all seniority accumulated under this Agreement. An employee shall only have the right to accrue seniority under this Clause 9.098(c) while working outside the bargaining unit one (1) time in any twelve (12) consecutive month period.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union *RK Grant* For the Employer *David L. Brown*

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#10	10.03	<i>Housekeeping</i>	

**10.03 Employer or Union Grievance**

Whether either Party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either Party may initiate a policy grievance in writing within ~~(30)~~ thirty (30) days of the date of becoming aware of the action or the circumstances giving rise to the policy grievance. It is understood that in the event an employee, for any reason, does not sign a complaint in accordance with Article Clause 10.06, this will in no way restrict or limit the Union from raising a policy grievance, provided that the Union adheres to the time limit in writing in accordance with this Clause.

- a) The grieving Party, i.e. either the Union Representative or the Management Representative of the Employer, or their nominee(s), shall initiate same by letter. Within ~~(10)~~ ten (10) working days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance.
- b) If the grievance is not resolved, the grievance may be submitted to arbitration as set out in Article Clause 10.07, 10.08 or 10.09.

Notwithstanding the above, an employee shall have the right to appeal, in accordance with the Grievance and Arbitration procedures contained in this Article, any disciplinary action taken by the Employer.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	10.04	Change	

**10.04 Dismissal, Suspension Grievances**

~~The Employer shall only dismiss or discipline an employee for just and reasonable cause. The burden of proof of just and reasonable cause shall rest with the Employer.~~

Grievances concerning dismissal or suspension of an employee may be submitted directly to Step III as per Article Clause 10.07 at the option of the grieving party, within forty-five (45) ~~working~~ days of the termination or suspension.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union RK Short

For the Employer Jared H. Brown

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#12	10.07	Change	

**10.07 STEP III - Arbitration Procedure**

- a) Any grievance which has been processed through the relevant steps of the grievance procedure without being settled may be submitted to a single Arbitrator.

The parties to the dispute will thereupon decide on the appointment of an Arbitrator. Failing agreement on this appointment within ten (10) days of such notice, the parties shall choose one (1) of the Arbitrators from the list below, by random draw, subject to the availability of the selected Arbitrator to hear the grievance within the time limits agreed to by the Parties.

The parties shall agree on a list of six (6) Arbitrators who can be available to conduct hearings within the time limits specified in this Article. This list shall be reviewed and amended if one of the Arbitrators becomes unavailable or upon the expiry of the Collective Agreement, or by mutual agreement at any time during the term of the Collective Agreement.

~~Rod Germaine~~

Mark Brown

Irene Holden

Joan Gordon

Wayne Moore

Bob Blasina

David McPhillips

E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union [Signature] For the Employer [Signature]



**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

- b) The Arbitrator shall be requested to render a decision within a period of one (1) month following his/her their appointment. The Arbitrator's decision shall be final and binding on both Parties to this Agreement.
  
- c) The Arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.
  
- d) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator, including any disbursements incurred by in the arbitration proceedings.

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E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union RK Stent For the Employer Geord B. Brown


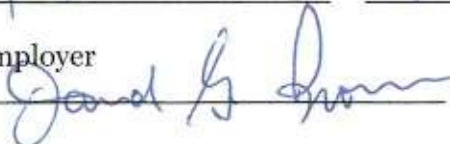


# VMA - PROPOSALS 2015 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
UP#13	11.01	<i>Change</i>	

## 11.01 Just Cause

The Employer shall only discipline, discharge or terminate an employee for just and reasonable cause. The burden of proof of just and reasonable cause shall rest with the Employer.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016  
For the Union  For the Employer 

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#14	14.03	<i>Housekeeping</i>	

**14.03 Eligibility for Posted Job Vacancies**

- a) All Employees are Eligible after Probation Period

All employees who have completed their probation period per Article 13 shall be eligible to apply and be considered for any posted job vacancy.

- b) Eligibility of Laid Off Employees

All employees who are laid-off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during ~~his/her~~ their period of recall. The Employer shall provide such laid-off employees with a copy of all job postings ~~sent~~ by registered mail to ~~his/her~~ their last known home address, and by email if the employee has provided the Employer with an email address for this purpose.

- c) Eligibility of Late Applicants

A late applicant may be considered for any posted job vacancy, provided such employee's application is received before any other person has been informed of being the successful candidate for the vacant position.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA PROPOSALS 2016  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#15	14.05	Change	

**14.05 Job Selection Criteria**

- a) No Discrimination or Favouritism

The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.

- b) Relative Ability Test

All job selections under this Article shall be on the basis of ability to perform the vacant job and seniority, in that order. ~~Where~~ However, the Employer may only select an employee who has lesser seniority ~~is selected if~~ such employee's ability (to perform the vacant job) ~~shall be~~ is significantly and demonstrably higher than candidates who have greater seniority.

- c) Ability in Current Job

For the purposes of Clause 14.05(b) above, ability shall include consideration of the employee's performance in the employee's current job.

- d) Selection Criteria to Be Reasonably, Fairly and Consistently Established and Applied

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established for any job must be related by the Employer reasonably, fairly and consistently to the major job duties to be performed as described in the job description and any equivalencies must be applied in the same manner.

- e) Priority for Job Selection

In accordance with the provisions of this Article 14, preference in the filling of all job vacancies shall be given to candidates in the following order:

**Preference Category Number 1**

- 1) The employee, other than a Full-Time Temporary employee, with the highest seniority who was previously displaced or laid off under Article ~~18~~ 19 from the

19 ZCS ASB

E&OE  
Signed off this 26<sup>th</sup> day of May 2016

For the Union [Signature]

For the Employer [Signature]

**/ VMA PROPOSALS 2016**  
**Union U-Item Proposals**

RCS  
19.08  
D/B

position now vacant, unless such right to return pursuant to Clause ~~18.08~~ is waived by the employee. A job vacancy which is to be filled on this basis shall not require job posting.

**Preference Category Number 2**

- 2) The employee, other than a Full-Time Temporary employee, with the ability and highest seniority, in that order, who is the successful applicant on a job posting for the vacant position.

**Preference Category Number 3**

- 3) The Full-Time Temporary employee with the ability and highest seniority, in that order, who is the successful applicant on a job posting for the vacant position.

In accordance with the above priority list, no candidate from any lower preference category shall be given any consideration for any job vacancy until all candidates from all higher preference categories have been considered and rejected. If, based on length of seniority, a junior candidate is selected from any of the above preference categories, all of the more senior candidates previously considered and rejected must be reconsidered to determine if the junior candidate's ability to perform the vacant job is significantly and demonstrably higher than all of those more senior candidates.

- f) External Hire

If the vacancy is not filled in accordance with Clause 14.05(e) above, the Employer shall have the right to hire from external sources, providing that the same ability requirements are maintained.

E&OE  
Signed off this 26<sup>th</sup> day of May 20 16  
For the Union [Signature] For the Employer [Signature]

## / VMA - PROPOSALS 2015 Union U-Item Proposals

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#16	14.09	<i>Change</i>	

### 14.09 Temporary Promotion

a) Definition of Temporary Promotion

A "temporary promotion" means a promotion as defined in Clause 14.08(a) above which is for a temporary period of one-hundred and eighty (180) consecutive calendar days or less, or for such extended temporary period(s) as may be mutually agreed in writing between the Employer and the Union, commencing from the time of such promotion, for the purpose of filling a temporary vacancy as defined in Clause 14.06(a) above.

b) No Posting

Applicable vacancies to be filled by temporary promotion shall not require any job posting. However, the Employer specifically agrees not to undertake a series of temporary promotions with respect to the same job, to avoid the job posting provisions of this Agreement.

c) Eligibility for Temporary Promotion

All employees shall be eligible for temporary promotion in accordance with this Agreement.

d) Manner of Temporary Promotion

Eligible employees shall be granted temporary promotions under this Agreement in accordance with the job selection criteria contained in Clause 14.05 above.

e) Return to Former Position upon Completion

E&OE

Signed off this 12<sup>th</sup> day of April 2016

For the Union



For the Employer



**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Upon completion of a Temporary promotion, the employee involved shall return to work in the job and work location held immediately prior to the Temporary promotion and shall be kept "whole" with respect to all pay, seniority, benefits and other rights or entitlements which would accrue under this Agreement as if ~~he/she~~ they had remained working in such former position for the duration of the Temporary promotion, unless, in the interim, the employee has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the employee shall be placed in the new job.

f) Pay during Temporary Promotion

Pay for an employee who is on a Temporary promotion shall be in accordance with Clause ~~15.04~~ 14.07(b)(i) and all other applicable provisions of this Agreement.

E&OE  
Signed off this 17<sup>th</sup> day of April 2016  
For the Union [Signature] For the Employer [Signature]

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#17	15.01	Change	

**15.01 Salary Scale**

Salary scales for existing classifications will be paid in accordance with the salary schedule set out in Appendix "A". ~~All employees shall receive their step increases on their length of service increase date.~~ All employees shall receive general increases on the dates set out in Appendix "A", in accordance with the following schedule:

a) ~~Effective February 20, 2014~~

E&OE  
Signed off this 12<sup>th</sup> day of April 2016  
For the Union RK Stent For the Employer David L. Brown





# / VMA - PROPOSALS 2015 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
UP#18	15.02	<i>Delete</i>	

## ~~15.02 Hiring Rates~~

~~New employees who have had work experience directly applicable to their jobs may be hired beyond the minimum rate for their classification. Higher starting rates may be paid, in exceptional cases, by agreement of the Union. Such agreement will not be unreasonably withheld.~~

E&OE

Signed off this 12<sup>th</sup> day of April 2016

For the Union

*RK Stent*

For the Employer

*David B. Jones*

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#19	15.04	<i>Change</i>	

**15.04 New or Changed Bargaining Unit Positions**

- a) When the Employer establishes a new job within the bargaining unit, or materially modifies the content of an existing job, the Employer will provide the Union with the new or changed job description and the salary applicable.
- b) The Employer may fill a new or modified job prior to reaching agreement on the salary with the Union.
- c) The Parties will meet within thirty (30) calendar days to negotiate the salary for the new or modified job if the Union does not agree with the salary established by the Employer.
- d) If the Employer and the Union are unable to agree on a salary for the new or modified job, the matter of the salary will be referred to arbitration under this Collective Agreement.

E&OE  
Signed off this 12<sup>th</sup> day of April 2016

For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#20	16.01	Change	

**16.01 Occupational Health and Safety**

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

There shall be no discrimination, ~~no or~~ penalty against, ~~no or~~ intimidation and ~~no or~~ coercion of, when an employees comply with who exercises rights under this health and safety aArticle 16.

*RKS*      *JHB*  
 Union \_\_\_\_\_

E&OE  
 Signed off this 12<sup>th</sup> day of April 2016

For the Union *RK Stout*

For the Employer *David B. Brown*

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Number	Affected Article/MOU	Date:	Time:
UP#21	19.03	<i>Housekeeping</i>	

**19.03 Notice of Displacement or Layoff to Union**

a) Due to Lack of Work or Being Bumped

The Employer shall provide the Union with a minimum of fourteen (14) calendar days' prior written notice when any Full-Time Regular or Part-Time Regular employees may be displaced or laid off due to a lack of work. This notice shall specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of employees who may be displaced or laid off. The fourteen (14) calendar days' advance notice period must have elapsed before the Employer provides any affected employee with the written notice, or pay in lieu of notice, prescribed by Clause 19.04 below.

b) Due to Introduction of New Procedure

The Employer shall provide the Union with a minimum of sixty (60) calendar days' prior written notice when employees may be displaced or laid off due to introduction of new procedure. This notice shall specify the nature of the new procedure, the date on which the employer intends to introduce the new procedure and the number, job titles and work locations of employees who may be displaced or laid off. The sixty (60) calendar days' advance notice period must have elapsed before the Employer provides any affected employee with the written notice, or pay in lieu of notice, prescribed by Clause 19.04 below.

(c) Due to Transfer or Other Disposal of Operations

The Employer shall provide the Union with a minimum of sixty (60) calendar days' prior written notice when employees may be displaced or laid off due to any transfer or other disposal of operations. The notice shall specify the nature of the transaction, the effective date of the transaction, and the number, job titles and work locations of employees who may be displaced or laid off. The sixty (60) calendar days' advance notice period must have elapsed before the Employer provides any affected employee with the written notice, or pay in lieu of notice, prescribed by Clause 19.04 below. Employees who are impacted by any transfer



E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

or other disposal by the Employer of its operations, or any part thereof, in any manner referred to in this Article may elect not to transfer, or otherwise be disposed of, and shall be treated in accordance with this Article.

d) Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to this Clause 189.03, the Parties shall convene a meeting within seven (7) calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review shall include identifying those employees whom it is anticipated may or will be displaced or laid off.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union  For the Employer 

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#22	19.09	Change	

**19.09 Recall**

a) Recall Period – One (1) Year

An employee who is displaced and laid-off under this Agreement shall have the right for a period of one (1) year from the date of such employee's last being laid-off to be recalled to work in accordance with the applicable provisions of Article 19. Such recall to work shall be based upon a laid off employee exercising ~~his or her~~ their rights under Article 19 to apply for posted job vacancies. The Employer shall provide the Union in a timely manner with a copy of the current recall list, and any change(s) thereto, which information shall include, but not be limited to, the following with respect to each person with subsisting recall rights under this Agreement: employee name; employee seniority date; job title, job group and work location of position held immediately prior to any displacement and the effective date of such displacement; job title, job group and work location of each job attained either by placement, bumping or otherwise subsequent to any displacement from the employee's original position and the effective date of the placement, bump or other applicable action in each case; and the employee's contact or mailing address for recall purposes.

b) Notice of Recall

Notice of recall to an employee who has been laid-off shall be made by registered mail to the employee's last known mailing address, and by email to the employee's last known email address if the employee has provided the Employer an email address for this purpose. A laid-off employee is responsible for providing the Employer with his or her current mailing address, and optionally their current email address. A copy of each recall notice shall be promptly provided by the Employer to the Union.

c) Failure to Respond to a Recall Notice

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union [Signature] For the Employer [Signature]

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

If an employee who has been laid off is issued with a recall notice pursuant to this Clause 19.09 and fails to respond within ten (10) calendar days of receipt of such notice, this employee's name shall be removed from the recall list, unless the time period is extended by mutual agreement between the Employer and the Union or the employee concerned provides a reasonable explanation for his or her failure to respond in a timely fashion. In any event, the Employer shall have latitude with respect to application of the time limit prescribed by this Clause 19.09(c), which latitude the Employer expressly agrees must be exercised in a fair and reasonable manner taking into account any extenuating or other circumstances related to an untimely response to recall by any employee.

d) Limited Right to Decline Recall

i) Work Period of Less Than Three Consecutive Months

A laid-off employee shall not be required to return to work when recalled unless the employee's services are required for a period of at least three (3) consecutive months. Accordingly, a recalled employee shall be guaranteed

such three (3) month minimum period of employment, or pay in lieu, by the Employer, in writing. A laid-off employee who declines a recall in accordance with this Clause 19.09(d)(i) shall suffer no penalty or prejudice as a result. Accordingly, such person shall retain all of his or her rights and entitlements as prescribed by this Article and this Agreement as if the recall refusal had never occurred.

ii) Right to Decline Job at Lower Pay Rate

A laid off employee shall have the right to decline any recall to any job at a lower pay rate per Appendix "A" than the pay rate received by such person immediately prior to being laid off and placed on the recall list. Without limiting the generality of the foregoing, "pay rate" for the purposes of this Clause 19.09(d)(ii) shall be deemed to include "blue circle" salary protection arising under the applicable provisions of this Agreement. A laid-off employee who declines a recall in accordance with this Clause 19.09(d)(ii) shall suffer no penalty or prejudice as a result. Accordingly, such person shall retain all of his or her rights and entitlements as

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union [Signature] For the Employer [Signature]

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

prescribed by this Article and this Agreement as if the recall refusal had never occurred.

e) Laid-Off Regular Employees Accepting Recall to Temporary Work

Regular employees, as defined in Clause(s) 8.01 and 8.02 of this Agreement, who are laid-off and who subsequently accept a recall to work of a ~~Temporary~~ nature as defined in Clause 19.06(a) shall, for the duration of such ~~Temporary~~ assignment, retain the employee categorization, either Full-Time Regular employee or Part-Time Regular employee status, as the case may, which each such employee held immediately prior to being laid-off. Accordingly, these persons shall be entitled for the duration of each such ~~Temporary~~ assignment arising through recall to be treated in all respects under this Agreement as either a Full-Time Regular or a Part-Time Regular employee, as the case may be. At the conclusion of each such ~~Temporary~~ assignment arising through recall, these persons shall revert to layoff status, unless in the interim they have obtained other work within the bargaining unit in accordance with the applicable provisions of this Agreement, and ~~his/her~~ their recall rights for all purposes under this Article 19 of ~~said contract~~ shall be deemed to re-commence effective from the end date of ~~his/her~~ their last such ~~Temporary~~ assignment arising through recall.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union [Signature] For the Employer Jamie B. Brown





**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**


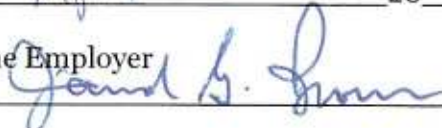
Union			
Number	Affected Article/MOU	Date:	Time:
UP#23	19.19	<i>Change</i>	

**19.19 Definitions**

For the purposes of this Article, the following definitions shall apply:

- a) "Service" shall be defined to be the length of continuous employment with the Employer which is recognized for seniority purposes under this Agreement.
- b) "Week" shall be defined as five (5) working days for the purposes of calculating severance pay.
- c) "Month" shall be defined to be one calendar month for the purposes of calculating severance pay.
- d) "Year" shall be defined as any consecutive period of three hundred sixty-five (365) days or, in the case of a leap year, three hundred sixty-six (366) days.
- e) "Blue circle" salary shall mean that an employee's salary will be maintained above the maximum of the salary range for their job and that such salary will be increased by all subsequent negotiated salary increases.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union  For the Employer 

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#24	20.01	Change	

**20.01 Benefits**

Eligible employees will be entitled to receive benefits as outlined in this Article and Appendix "B". The Employer agrees to maintain materially the same level of benefits and benefit entitlements throughout the term of this Agreement.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union PK Stewart For the Employer Janel S. Brown



**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#25	20.03	Change	

**20.03 Benefit Education**

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

**Note:** ~~Appendix B of the Agreement, mentioned above, will consist of the full and complete package on the benefits provided to the Union during the course of negotiations. It will be updated and amended as required during the term of the Agreement.~~

E&OE  
 Signed off this 22<sup>nd</sup> day of April 2016  
 For the Union [Signature] For the Employer [Signature]



**/ VMA PROPOSALS 2016  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#26	20.04	Change - Ver 2	

**20.04 Vision Care**

Employees are covered for an annual eye examination by an Ophthalmologist or Optometrist of his/her their choice at no cost to the employee.

Employees are entitled to ~~the plan's current per year allowance~~ three-hundred dollars (\$300) every two (2) consecutive years for eye glasses or contact lenses or eyeglass lenses and frames for eyeglass lenses.

Employees may carry over his/her their entitlement from one year to the next year every two (2) years to a maximum of the current Group Benefit Plan agreement.

E&OE

Signed off this 26th day of May 2016

For the Union [Signature]

For the Employer [Signature]



# VMA PROPOSALS 2016 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
UP#28	20.07	<i>Delete - Ver 2</i>	

### ~~20.07 Orthodontics~~

~~Employees are covered for orthodontic services to maintain, restore, or establish a functional alignment of the upper and lower teeth, up to a lifetime maximum of the current Group Benefit Plan agreement per person, with the Employer paying fifty percent (50%) of the eligible expenses.~~

E&OE  
Signed off this 26th day of May 20 16  
For the Union *PK Stent* For the Employer *David G. Johnson*

Union			
Number	Affected Article/MOU	Date:	Time:
UP#29	20.07	New – Ver 3	

**20.07 Paramedical**

Employees shall be covered for paramedical services to a combined maximum of six hundred dollars (\$600.00) per year with no per visit limit.

E&OE

Signed off this

*DSB*  
*19th* *RES*

day of

*June*

20 *16*

For the Union

*PK Skat*

For the Employer

*David G. Brown*



**/ VMA PROPOSALS 2016  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#30	20.08	Amend	

**20.08 Mandatory Retirement**

In accordance with the Human Rights Code of British Columbia (~~Mandatory Retirement Elimination~~) Amendment Act ("Act"), as amended effective January 1, 2008, an employee may choose to continue working beyond sixty-five (65) years of age.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union  For the Employer 

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#31	21.02	<i>Housekeeping</i>	

**21.02 Medical Examinations**

- a) Where the Employer is not satisfied that proper justification or reason for an employee's absence exists, or the Employer is not satisfied of an employee's ability to return to work or to continue to attend regularly at work, the Employer may require that the employee be examined by a medical practitioner who will be selected by the Employer and the employee by mutual agreement, and to provide a The employee shall provide a copy of the medical practitioner's prognosis to the Employer.
- b) When the Employer requires an employee to submit to an examination under this clause, any resulting charge will be the responsibility of the Employer.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union *[Signature]* For the Employer *[Signature]*



/ VMA PROPOSALS 2016  
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Union			
Number	Affected Article/MOU	Date:	Time:
UP#32	23.10	Change	

**23.10 Bank in Lieu**

At the Employer's discretion employees who work overtime will take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with by the employee and Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union 

For the Employer 

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#33	24.01	<i>New</i>	

**24.01 Annual Vacation**

Full-Time Regular and Part-Time Regular employees will accrue and receive annual vacation with pay and as set out below:

- a) ~~After six (6) months of employment, two weeks' paid vacation.~~
- b) After a full year of employment, three (3) weeks' paid vacation.
- c) After four (4) full years of employment, four (4) weeks' paid vacation.
- d) After nine (9) full years of employment, six (6) weeks' paid vacation.

For purposes of this Article 24, a "year of employment" shall be calculated on the basis of an employee's anniversary date of hire, i.e. as any consecutive period of three hundred sixty-five (365) days or, in the case of a leap year, three hundred sixty-six (366) days.

E&OE  
 Signed off this 26<sup>th</sup> day of May 2016  
 For the Union *RK Stent* For the Employer *Jamie G. Brown*



**VMA PROPOSALS 2016**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#34	24.02	New - Ver 4	

**24.02 Vacation Pay**

"Vacationable earnings" means the below stated percentage of the employee's total wages during the year of employment or their rate of pay at the time the vacation is taken, whichever is greater.

Vacation pay adjustments shall be made after the employee has completed their vacation for the year.

An employee shall earn vacation with pay at the following rates:

- a) Six percent (6%) of vacationable earnings related to service during the first ~~two (2)~~ four (4) years of employment. This would be from the date of hire to the end of the fourth (4th) year of employment.
- b) Eight percent (8%) of vacationable earnings related to service for ~~two (2)~~ five (5) to ~~six (6)~~ nine (9) years of employment, inclusive. This would be from the beginning of the fifth (5th) year of employment to the end of the ninth (9th) year of employment.
- c) ~~Ten percent (10%) of vacationable earnings related to service for six (6) to twelve (12) years of employment, inclusive.~~
- d) Twelve percent (12%) of vacationable earnings related to service for ~~thirteen (13) to eighteen (18)~~ beyond nine (9) years of employment, ~~inclusive. This would be from the beginning of the tenth (10th) year of employment and beyond.~~
- e) ~~Fourteen percent (14%) of vacationable earnings related to service beyond eighteen (18) years of employment.~~

Long-Service Vacation Bonus

Employees who have completed eighteen (18) years of employment shall, at the end of each year commencing in the nineteenth (19th) year of employment, receive a vacation bonus of two percent (2%) of gross earnings earned in that year. Upon request of an

E&OE  
 Signed off this 19<sup>th</sup> day of June 2016  
 For the Union [Signature] For the Employer [Signature]



**/ VMA PROPOSALS 2016**  
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employee, an employee may be allowed, at the Employer's sole discretion, to take this bonus in equivalent paid time off.

E&OE  
Signed off this 9<sup>th</sup> 16<sup>th</sup> RKS day of June 2016  
For the Union RK [Signature] For the Employer David G. Brown

/ VMA - PROPOSALS 2015  
Union U-Item Proposals

Union		Date:	Time:
Number	Affected Article/MOU		
UP#35	24.03	Change	

**24.03 Year-of-Hire Vacation Entitlement**

The vacation year is ~~from June 1 through May 31~~ the calendar year.

On commencing permanent employment, a new employee ~~shall be advanced~~ may take five (5) days of vacation credits for the remainder of that calendar year with pay in the year of hire, but may not take any such vacation until after the completion of six (6) months' continuous employment. This vacation with pay, if taken, shall be deducted from the employee's entitlement upon reaching the first anniversary date of their employment. ~~Any vacation credits earned must be taken by the end of the first vacation year of employment.~~

E&OE  
Signed off this 26<sup>th</sup> day of May 20 16  
For the Union [Signature] For the Employer [Signature]

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#36	25.01	<i>Change</i>	

**25.01 Paid Holidays**

- a) For the purpose of this Agreement, the following are acknowledged as paid holidays:

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

- b) In addition to the above, the Employer will grant one day leave for both Christmas Eve and New Year's Eve, where such days are normal work days, for all employees at work on these days without loss of pay.
- c) In addition to the above, any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia shall be deemed to be a paid holiday for the purposes of this Agreement.
- d) In addition to the paid holidays, ~~permanent~~ Full-Time Regular employees who have completed the initial period of probation are entitled to three (3) floater days off during each year of ~~his/her~~ their employment. The Floater day must be taken in the year of entitlement and may not be banked. An employee will not be compensated for days not taken.
- e) Prior to scheduling and taking a floater day, an employee must ~~apply for~~ have the approval to ~~of his/her~~ their manager, whose consent will not be unreasonably withheld.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

- f) An employee who is required to work on a floater day will receive a day off in lieu to be arranged by agreement between the employee and his/her their manager.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union RK Grant For the Employer David S. Brown

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#37	25.05	<i>Housekeeping</i>	

**25.05 Work on a Scheduled Holiday**

- a) An employee who works on a scheduled paid holiday (or day in lieu thereof) shall be paid two (2) times ~~his/her~~ their base hourly rate for all hours worked in that day and the employee shall be given a day off work with pay in lieu of the holiday. Scheduling of the day off work in lieu of the holiday shall be by mutual agreement between the employee and the Employer.
- b) A minimum of four (4) hours' pay at two times (2x) the employee's base hourly rate will apply to any work on a paid holiday, or day in lieu.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union *[Signature]*

For the Employer *[Signature]*



**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#38	26.01	Change	

**26.01 Maternity Leave**

- a) Leave of absence without pay for a continuous period not exceeding ~~fifty-two (52)~~ seventeen (17) weeks will be granted to regular employees for maternity reasons.
- b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and submitted to the ~~Human Resources Department~~ Employer as soon as is reasonable within the second trimester.
- c) Employees will notify the Employer at least four (4) weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy she shall, on the ~~recommendations~~ recommendations of her physician ~~in consultation with the Employer's appointed Doctor~~, commence her leave of absence immediately.
 

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written
- d) Once the employee has commenced her leave of absence she will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- e) A request for shorter period under Subsection (d) shall be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- f) Should the employee suffer mental or physical illness as a result of childbirth she may, upon presenting to the Employer a medical report from her physician, apply to the Employer for an extension of the ~~fifty-two (52) weeks~~ leave of absence to a date recommended by the physician.

E&OE

Signed off this 27<sup>th</sup> day of April 2016

For the Union

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For the Employer

David G Brown

/ VMA - PROPOSALS 2015  
Union U-Item Proposals

- g) Where an employee gives birth or the pregnancy is terminated before a request for a leave is made, the Employer shall, on the employee's request and on receipt of a medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.
- h) Where an employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy, as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- i) Employees desiring to return to regular employment following maternity leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.
- i) In special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- j) On return from maternity leave, the employee will be reinstated in her former position and receive the same wage rate and benefits as she received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- k) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period exceeding the permitted leave.
- l) If the employee elects to continue to pay her share of the premium cost of the benefit plans then the Employer will continue to pay the Employer's portion of the benefit premiums while she is on leave.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union CK Stant

For the Employer David G. Brown

/ VMA - PROPOSALS 2015  
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m) It is agreed in work situations where the Employer has concern about the ability of the employee to perform her work because of pregnancy, that the Employer may request that the employee provide a statement from her doctor confirming that she is medically fit to perform the work. It is also agreed that the Employer, at the time of such request, may forward to the employee's physician a mutually agreed upon description of the employee's duties and responsibilities. Any costs associated with obtaining the medical certificate shall be reimbursed by the Employer.

*DBB*  
*AS*  
*1/22/16*  
n) ~~When an employee on maternity leave fails to notify the Employer of her desire to return to work in accordance with Subsection (i) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without posting the job by:~~

*temporary*  
i) ~~promotion of another employee from within the department or;~~

*extending the term*  
ii) ~~changing the status of the Temporary employee who relieved the employee on maternity leave.~~

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

p) ~~After completion of six (6) months' continuous employment, with the Employer, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the maternity benefit portion of the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with this Article.~~

*DBB*  
n) When an employee on maternity leave fails to return to work after giving notice pursuant to Subclause (i) above, the Employer may elect to fill the resulting temporary job vacancy without posting the job by:

i) promotion of another employee from within the department; or

ii) extending the term of the Temporary employee who relieved the employee on maternity leave.

E&OE

Signed off this 27<sup>th</sup> day of April 2016

For the Union *TK Stent*

For the Employer *David G Brown*

**/ VMA PROPOSALS 2016  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#39	26.02	Change - Ver 2	

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RCS  
for adoption

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**26.02 Parental Leave**

a) ~~An employee may, upon~~ Upon four (4) weeks' written notice to the Employer, request an employee who is the parent of a child shall be entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time as follows:

- i) ~~for a birth mother who takes maternity leave, up to thirty-five (35) consecutive weeks;~~
- ii) ~~for a birth mother who does not take maternity leave, up to thirty-seven (37) consecutive weeks;~~
- iii) ~~for a birth father parent, other than a birth mother who takes maternity leave, up to thirty-seven (37) consecutive weeks.~~

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, or in the case of an adopted child, by a medical practitioner or the agency that placed the child, that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

b) In the case of ~~the natural~~ a birth mother who takes maternity leave, this leave must be taken immediately following the end of the maternity leave (17 weeks) under Article Clause 26.01. In no case will the combined maternity and parental leave exceed fifty-two (52) weeks, except as explicitly provided otherwise in this Agreement. <sup>(a)</sup>


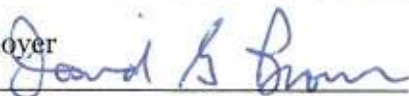
c) In the case of ~~the natural father~~ a parent, other than a birth mother who takes maternity leave, this leave must be taken within the fifty-two (52) week period immediately following the birth of day the child is born or comes into the employee's custody, care and control for this first time. In order to be eligible for such leave, the employee shall be required to furnish to the Employer proof of the child's birth or adoption.

2nd Clause 26.01f  
RCS  
JBB

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union [Signature] For the Employer' [Signature]

**/ VMA PROPOSALS 2016  
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- c) Upon return to work the employee will be reinstated in his/her their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- d) If the employee elects to continue to pay his/her their share of the premium cost of the benefit plans then the Employer will continue to pay the Employer's portion of the benefit premiums while ~~he/she~~ the employee is on leave.
- ~~e) After completion of six (6) months continuous employment, with the Employer, an employee who provides the Employer with proof that he/she has applied for and is in receipt of employment insurance benefits pursuant to the parental benefit portion of the *Employment Insurance Act*, shall be paid a parental leave allowance in accordance with this Article.~~
- e) For purposes of this Clause 26.02, "parent" includes a birth parent, a person with whom a child is placed for adoption, and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union  For the Employer 

/ VMA - PROPOSALS 2015  
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Union			
Number	Affected Article/MOU	Date:	Time:
UP#40	26.03	Delete	

~~26.03 Adoption Leave~~

- ~~a) — An employee who is adopting a child may, upon a minimum of four (4) weeks written notice, request up to thirty seven (37) consecutive weeks, without pay, beginning within fifty two (52) weeks after the child is placed with the parent. An employee shall be entitled to extend the adoption leave by up to an additional five (5) weeks leave without pay, where the child is at least six (6) months of age before coming into the employee's care and custody and it is certified by a medical practitioner, or the agency that placed the child, that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.~~
- ~~b) — In order to be eligible for leave of absence under this article, the employee shall be required to furnish the Employer proof of adoptions.~~
- ~~c) — Upon return to work the employee will be reinstated in his/her former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.~~
- ~~d) — If the employee elects to continue to pay his/her share of the premium cost of the benefit plans then the Employer will continue to pay the Employer's portion of the benefit premiums while she/she is on leave.~~
- ~~e) — When an employee on adoption leave fails to notify the Employer at least thirty (30) days prior to his/her intended date of return to work, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:
 
  - ~~i) — promotion of another employee from within the department or;~~~~

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union RK Shoop For the Employer David L. Brown



**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

- ii) — changing the status of the Temporary employee who relieved the employee on adoption leave.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union PK Kent For the Employer Janet G. Brown



**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#41	26.05	<i>Housekeeping</i>	

**26.05 Bereavement Leave**

- a) Leave of absence with pay for five (5) working days shall be granted an employee in the event of a death of a child, spouse, common law spouse, ~~same-sex spouse~~, mother, father, step-father and step-mother.
- b) Leave of absence with pay for three (3) working days shall be granted an employee in the event of a death of a brother or sister, half-brother, half-sister and parents-in-law.
- c) Leave of absence with pay for one (1) working day shall be granted an employee in the event of a death of any other relative, ~~one (1) day.~~

E&OE  
 Signed off this 27<sup>th</sup> day of April 2016  
 For the Union *[Signature]* For the Employer *[Signature]*







# VMA - PROPOSALS 2015 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
UP#42	26.09	Change	

## 26.09 Moving Day

A permanent employee will be granted two (2) days with pay per calendar year when the employee is changing his/her their personal residence. The employee will provide a postal change of address card, utility bill, or other documentation acceptable to the Employer as proof of the move.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union  For the Employer 



**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#43	26.14	Change	

**26.14 Other Leaves of Absence**

- a) Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are ~~unusually~~ compelling circumstances. Wherever possible leave of absence should be requested in writing at least one (1) week before the leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of his/her their return to work.
  
- b) In the event a leave of absence pursuant to ~~Article this Clause 26.134~~ exceeds one (1) month, the employee absent from work shall reimburse the Employer for the full costs of premiums for ~~H~~health ~~I~~nsurance coverage only. The cost of all other benefits shall be borne by the Employer during any leave of absence granted under ~~Article this Clause 26.134~~. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union  For the Employer 

**/ VMA - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#45	31.02	Change	

**31.02 Preparation and Distribution of the Collective Agreement**

- a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her their rights under it. For this reason, sufficient copies of the Agreement will be printed by the Union for distribution to employees. ~~The cost of such printing and distribution shall be borne equally by the Parties.~~
- b) ~~Prior to printing any copy of this Agreement for distribution to bargaining unit employees, the Employer~~ The Union shall consult with the Union with respect to the design and format for the Agreement. *Employee*
- c) The Employer agrees to explain fully the terms of this Agreement as to the rights, entitlements and responsibilities of all employees covered by this Agreement to all of its management and supervisory personnel who have any responsibility for any employees in the bargaining unit. The Employer further agrees that a copy of this Agreement shall be given to all such persons.

*PKS*



*Prior to printing any copy of this Agreement for distribution to bargaining unit members, the Union shall consult with the Employer with respect to the design and format of the Agreement.*

E&OE  
Signed off this 27th day of April 2016

For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union Number		Affected Article/MOU	Date:	Time:
UP#46		32.01	Change	

**32.01 Retirement Plan**

Musicians' Pension Fund of Canada

~~Vancouver Musicians' Association Local 145~~ The Employer shall pay ~~ten~~ fourteen percent (14%) over and above each employee's gross salary to the Musicians' Pension Fund of Canada on behalf of that employee. *of limit on the tariff of fees CCS JSB*

If at any time the pension contribution rate for the members of the Vancouver Musicians' Association, Local 145 of the American Federation of Musicians of the United States and Canada, is higher than the pension rate stated in this Clause 32.01, the Employer will pay the same higher pension contribution rate to the Musician's Pension Fund of Canada on behalf of employees.

*as listed in the tariff of fees,*

*JSB  
RCS*

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA PROPOSALS 2016  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#47	33.01	Change - Ver 2	

**33.01 Term of Agreement**

~~Witnessed that, except as provided in Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, the following provisions shall take effect and be binding upon the Employer and the Union for the period commencing February 20, 2014 and ending February 19, 2016 thereafter until terminated as follows:~~

This Agreement shall be binding and remain in full force for the period from and including February 20, 2016 to and including February 19, 2019.

E&OE  
Signed off this 15<sup>th</sup> day of June 20 16

For the Union RK [Signature]

For the Employer David G. [Signature]

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#48	33.04	-Change New	

**33.04 Exclusion of Operation of Sections 50(2) and 50(3) of the Labour Relations Code**

The Parties agree to exclude the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions, as may be amended from time to time.

E&OE  
Signed off this 27<sup>th</sup> day of April 2016

For the Union RK Sturt For the Employer David S. Brown



**/ VMA PROPOSALS 2016  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#49	Appendix A	Change - Ver 3	

**Appendix "A"**

**~~ADMINISTRATION SALARY SCALES~~ ANNUAL SALARIES**

*Effective February 20, 2014*

	<u>Februa ry 20, 2014</u>	<u>Februa ry 20, 2015 1.5%</u>	<u>Effective February 20, 2016*</u>	<u>Effective February 20, 2017</u>	<u>Effective February 20, 2018</u>
Office Manager	60,000	60,900	\$62,118	\$63,360	\$65,627
Payroll Administrator	42,000	42,630	\$43,483	\$44,353	\$45,240
Receptionist	38,000	38,570	\$39,341	\$40,128	\$40,931
Secretary-Business Agent @ 4 days/week		69,000	\$70,587	\$72,352	\$74,161

\*Employees to be paid these salaries retroactively to February 20, 2016

(See Clause 24.02 for vacation pay rates and long-service vacation bonus.)

E&OE  
Signed off this 15<sup>th</sup> day of June 2016  
For the Union *[Signature]* For the Employer *[Signature]*

**/ VMA PROPOSALS 2016  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#50	Appendix B	Change - Ver 2	

**APPENDIX "B"**

**BENEFITS**

The Employer and the Union agree to enter into discussion within one (1) year with the purpose of improving the plan to include but not be limited to a long term disability plan.


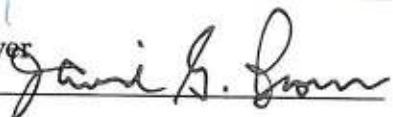
Employees shall receive life insurance, accidental death and dismemberment insurance, and dependent life insurance as per the current group benefit plan agreement. Employees and their eligible dependents shall receive visioncare expense insurance, health insurance and dental insurance as per the current group benefit plan agreement.

One-half (1/2) of the premium costs for the above benefits shall be paid by the Employer and the other one-half (1/2) by the insured employee. Costs for any benefit(s) not specified above shall continue to be borne as per current practice.

Notwithstanding anything, in the event of an inconsistency in the level of benefits or benefit entitlements contained in this collective agreement and the group benefit plan agreement, the superior level of benefits or benefit entitlements shall prevail.

The Employer shall promptly provide the Union and all employees with a revised copy of the group benefit plan booklet whenever the booklet is changed.

The Employer and Union shall cooperatively address any issues that may arise during the term of this agreement in regards to the group benefit plan, including, but not limited to, premium increases imposed by the plan provider. The Parties subscribe to the principle of maintaining (or enhancing) benefit entitlements while minimizing premium increases and shall be guided accordingly.

E&OE  
Signed off this 26<sup>th</sup> day of May 2016  
For the Union  For the Employer 







**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union Number		Affected Article/MOU	Date:	Time:
UP#51		LOU 1	<i>Delete</i>	

**~~LETTER OF UNDERSTANDING No. 1~~**

*[Incorporated into Clause 19.19]*

~~The Parties agree that the definition of "Blue Circle" salary shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job and that such salary will be increased by all subsequent negotiated salary increases.~~

E&OE  
Signed off this 27<sup>th</sup> day of April 2016  
For the Union  For the Employer 

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#52	LOU 2	Delete	

**LETTER OF UNDERSTANDING No. 2**

*[Incorporated into Clause 24.02]*

The Parties agree that the Article 24.02 Vacation pay will be applied according to the following agreed upon terms:

'Vacationable' Earnings—means the 'stated' percentage of the employee's total wages during the year of employment or their rate of pay at the time the vacation is taken, whichever is greater.

Vacation pay adjustments shall be made after the employee has completed his/her vacation for the calendar year.

An employee shall earn vacation with pay at the following rates:

- i) ~~6% of vacationable earnings related to service during the first two (2) years of employment. This would be from date of hire to the end of the second (2<sup>nd</sup>) year of employment.~~
- ii) ~~8% of vacationable earnings related to service for two (2) to six (6) years of employment, inclusive. This would be from end of second (2<sup>nd</sup>) year of hire to end of sixth (6<sup>th</sup>) year of hire.~~
- iii) ~~10% of vacationable earnings related to service for six (6) to twelve (12) years of employment, inclusive. This would be from end of sixth (6<sup>th</sup>) year of hire to end of twelfth (12<sup>th</sup>) year of hire.~~
- iv) ~~12% of vacationable earnings related to service for thirteen (12) to eighteen (18) years of employment, inclusive. This would be from end of twelfth (12<sup>th</sup>) year of hire to end of eighteenth (18<sup>th</sup>) year of hire.~~

E&OE

Signed off this 15<sup>th</sup> day of June 2016

For the Union PK Sturt

For the Employer Janel G. Iron

/ VMA - PROPOSALS 2015  
Union U-Item Proposals

- v) ~~14% of vacationable earnings related to service beyond eighteen (18) years of employment. This would be from end of eighteenth (18<sup>th</sup>) year of hire and beyond.~~

E&OE  
Signed off this 15<sup>th</sup> day of June 2016  
For the Union TK Stout For the Employer David G. Brown

**/ VMA - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#53	LOU 3	<i>Delete</i>	

**~~LETTER OF UNDERSTANDING NO. 3~~**

[Incorporated into Clause 32.01]

The Parties agree that whenever the Pension Contribution Rate for the Members of the VMA Local 145 is higher than the negotiated pension rate stated in Article 32.01 of the VMA Local 145/COPE 378 collective agreement:

- ~~The Employer will pay the higher pension contribution rate for the COPE 378 staff to the Musician's Pension Fund of Canada.~~

E&OE  
Signed off this 27<sup>th</sup> day of April 20 16  
For the Union *PK Sturt* For the Employer *David B. Brown*

**VMA PROPOSALS 2016**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#54	MOA #1	New	

**MEMORANDUM OF AGREEMENT NO. 1**

Between

**Vancouver Musicians' Association**

**Local 145 of the American Federation of Musicians of the United States and Canada**

(hereinafter referred to as the "Employer")

Party of the First Part

And

**MoveUP**

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

(hereinafter referred to as the "Union")

Party of the Second Part

Regarding

**Salary of David Owen**

**WHEREAS:**

- A. The Parties have agreed to a new annual salary for the position of Secretary-Business Agent on the basis of the Employer not requiring a new incumbent to be a lawyer; and
- B. Current incumbent David Owen wishes to voluntarily transition to working fewer hours before resigning his employment with the Employer; and
- C. The Parties wish to grandparent and apply negotiated increases to the existing salary of David Owen.

E&OE

Signed off this

15<sup>th</sup>

day of

June

2016

For the Union



For the Employer



**/ VMA PROPOSALS 2016  
Union U-Item Proposals**

THEREFORE:

The Parties agree that in lieu of Appendix "A" the annual salary for David Owen shall be as follows, prorated for days actually worked:

	<u>Effective February 20, 2016*</u>	<u>Effective February 20, 2017</u>	<u>Effective February 20, 2018</u>
<u>Secretary-Business Agent @ 4 days/week</u>	<u>\$70,389</u>	<u>\$71,788</u>	<u>\$73,224</u>

\*Employee to be paid this salary retroactively to February 20, 2016

The terms of this Memorandum of Agreement are agreed without prejudice and without precedent and shall not be applied to any other employee.

This Memorandum of Agreement forms part of the Collective Agreement and shall remain in effect in accordance with Clause 2.05.

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**PARTY OF THE FIRST PART**                      **PARTY OF THE SECOND PART**  
**Signed on Behalf of the Employer**      **Signed on Behalf of the Union**

**David Brown**  
**President**

**Ryan Stewart**  
**Union Representative**

E&OE  
Signed off this 15<sup>th</sup> day of June 20 16

For the Union *R. Stewart*

For the Employer *David G. Brown*

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP#55	MOA #2	New	

**MEMORANDUM OF AGREEMENT NO. 2**

Between

**Vancouver Musicians' Association**

**Local 145 of the American Federation of Musicians of the United States and Canada**

(hereinafter referred to as the "Employer")

Party of the First Part

And

**MoveUP**

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

(hereinafter referred to as the "Union")

Party of the Second Part

Regarding

**Transition to New Vacation Pay Rates**

**WHEREAS:**

- A. The Parties have agreed to new vacation pay rates in Clause 24.02 of the Collective Agreement to address inconsistencies in employees' entitlements to periods of vacation in Clause 24.01 and corresponding vacation pay rates; and
- B. As a result, incumbents Susan Hanson and Jill Townsend stand to lose a two percent (2%) annual salary bonus to which they would have otherwise been entitled in certain years of employment; and
- C. The Employer wishes to provide a one-time two percent (2%) annual salary bonus to the above named incumbents as a good faith transitional measure.

E&OE  
Signed off this 15<sup>th</sup> day of June 20 16

For the Union 

For the Employer 

**/ VMA PROPOSALS 2016  
Union U-Item Proposals**

THEREFORE:

The Parties agree that in addition to Clause 24.02, the following shall apply to Susan Hanson and Jill Townsend in each employee's respective third (3rd) year of employment only:

At the end of the year, employees shall receive a vacation bonus of two percent (2%) of gross earnings earned in that year. Upon request of an employee, an employee may be allowed, at the Employer's sole discretion, to take this bonus in equivalent paid time off.

The terms of this Memorandum of Agreement are agreed without prejudice and without precedent and shall not be applied to any other employee.

This Memorandum of Agreement forms part of the Collective Agreement and shall remain in effect in accordance with Clause 2.05.

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**PARTY OF THE FIRST PART**                      **PARTY OF THE SECOND PART**  
**Signed on Behalf of the Employer**      **Signed on Behalf of the Union**

\_\_\_\_\_  
**David Brown**  
**President**

\_\_\_\_\_  
**Ryan Stewart**  
**Union Representative**

E&OE  
Signed off this 15<sup>th</sup> day of June 2016

For the Union *TK Stewart*                      For the Employer *David G. Brown*