

COLLECTIVE AGREEMENT

BETWEEN:

BC FERRY & MARINE WORKERS' UNION



~ AND ~



November 1, 2016 to October 31, 2021

TABLE OF CONTENTS

ARTICLE 1 - UNION RECOGNITION AND RIGHTS	1
1.1 PREAMBLE	1
1.2 RECOGNITION	1
1.3 INTENT	1
1.4 AGREEMENT APPLIES	1
1.5 ACCESS	1
1.6.1 WORKPLACE HARASSMENT AND HUMAN RIGHTS	1
1.6.2 MANAGERIAL / SUPERVISORY AUTHORITY AND HARASSMENT	2
1.6.3 REPORTING PROCEDURE	4
1.7 HUMAN RIGHTS ACT	4
ARTICLE 2 - UNION SECURITY	4
2.1 UNION SECURITY	4
2.2 CHECK-OFF OF UNION DUES	4
ARTICLE 3 - UNION RIGHTS	4
3.1 CORRESPONDENCE	4
3.2 UNION INSIGNIA	5
3.3 NO OTHER AGREEMENT	5
3.4 STEWARDS	5
3.5 BULLETIN BOARDS	5
ARTICLE 4 - EMPLOYER'S RIGHTS	5
4.1 EMPLOYER'S RIGHTS	5
4.2 VACANCIES	5
4.3 PERFORMANCE REVIEW	5
4.4 EMPLOYEE APPOINTMENT POLICY	5
4.5 PROBATIONARY EMPLOYEES	6
4.5.1 PROBATION PERIOD	6
4.5.2 DISCHARGE OR TERMINATION OF PROBATIONERY EMPLOYEES	6
4.5.3 RIGHT TO GRIEVE	6
ARTICLE 5 - TIME OFF FOR UNION BUSINESS	6
ARTICLE 6 - GRIEVANCES	7
6.1 GRIEVANCE PROCEDURE	7
6.2 STEP 1	7
6.3 STEP 2	7
6.4 ARBITRATION	7
6.5 PROCEDURES AND TECHNICALITIES	7
6.6 POLICY GRIEVANCE	8
6.7 APPOINTMENTS	8
6.8 NOTICE	8
6.9 DECISION OF ARBITRATOR	8
6.10 SHARING OF COSTS	8
6.11 RECONSIDERATION	8
ARTICLE 7 - DISMISSAL, SUSPENSION AND DISCIPLINE	8
7.1 BURDEN OF PROOF	8
7.2 NOTICE REQUIRED	9

7.3 SUSPENSION	9
7.4 JUSTICE AND DIGNITY	9
7.5 RIGHT TO GRIEVE ANY DISCIPLINARY ACTION	9
7.6 PERSONNEL FILE	9
ARTICLE 8 - SENIORITY	9
8.1 ACCRUAL	9
8.2 UNION PRINCIPLES	9
8.3 JOB RELOCATION	10
ARTICLE 9 - JOB DESCRIPTION AND DUTIES	10
9.1 JOB DESCRIPTIONS	10
9.2 NO OTHER DUTIES	10
ARTICLE 10 - LAYOFF AND RECALL	10
10.1 LAYOFF	10
10.2 SEVERANCE	10
10.3 RECALL	11
ARTICLE 11 - CONTRACTING OUT	11
11.1 CONTRACTING OUT	11
11.2 BARGAINING UNIT INTEGRITY	11
11.3 BARGAINING UNIT RELIEF	11
11.3.1 BARGAINING UNIT RELIEF - LABOUR RELATIONS OFFICERS	11
11.3.2 BARGAINING UNIT RELIEF - OFFICE MANAGER	12
11.3.3 BARGAINING UNIT RELIEF - UNION DUES	12
ARTICLE 12 - PAYMENT AND ALLOWANCES	12
12.1 PAY DAYS	12
12.2 ALLOWANCES	12
12.3 VEHICLE INSURANCE	13
ARTICLE 13 - HOURS OF WORK AND WORKLOAD	13
13.1 HOURS OF WORK	13
13.2 TELEWORK	13
13.3 LIEU DAYS	14
13.3.1 LIEU DAYS - LABOUR RELATIONS OFFICERS	14
13.3.2 LIEU DAYS - OFFICE MANAGER	14
13.3.3 NON-ACCRUAL PERIODS	15
13.4 OVERTIME - LABOUR RELATIONS OFFICERS	15
13.5 OVERTIME - OFFICE MANAGER	15
13.6 OVERTIME – RELIEF OFFICE MANAGER	15
ARTICLE 14 - PAID HOLIDAYS	16
14.1 PAID HOLIDAYS	16
14.2 HOLIDAYS FALLING ON A DAY OF REST	16
14.3 HOLIDAY COINCIDING WITH A DAY OF VACATION	16
ARTICLE 15 - ANNUAL VACATION	16
15.1 VACATION ENTITLEMENT	16
15.2 LESS THAN ONE YEAR OF SERVICE	17
15.3 PARTIAL YEAR OF SERVICE	17
15.4 NEW EMPLOYEE	17
15.5 VACATION SCHEDULE	17
15.6 DISPLACED VACATION	17

ARTICLE 16 - HEALTH AND WELFARE	18
16.1 SHORT TERM ILLNESS AND INJURY	18
16.2 LONG TERM DISABILITY	18
16.3 SUBROGATION	18
16.4 HEALTH AND WELFARE PLANS	18
16.5 RETIREMENT FUNDS	19
16.6 INCENTIVE PAYMENT	19
16.7 EMPLOYMENT SERVICE BONUS	20
16.8 DEATH BENEFITS	20
16.9 FITNESS ALLOWANCE	20
16.10 HEALTH SPENDING ACCOUNT	20
ARTICLE 17 - LEAVE	20
17.1 BEREAVEMENT LEAVE	20
17.2 SPECIAL LEAVE	21
17.3 FAMILY ILLNESS	21
17.4 COURT DUTIES	21
17.5 MATERNITY, PARENTAL AND ADOPTION LEAVE	22
17.6 OTHER LEAVES	23
17.7 CHRISTMAS LEAVE	24
ARTICLE 18 - JOINT UNION / MANAGEMENT CONSULTATION COMMITTEE	24
ARTICLE 19 - LIABILITY	24
ARTICLE 20 - TERM OF AGREEMENT	24
20.1 TERM	24
20.2 RENEWAL	24
APPENDIX "A"	26
EXPEDITED ARBITRATORS LIST	26
APPENDIX "B"	27
SALARIES - MONTHLY	27
LETTER OF UNDERSTANDING	28
FERRY PASSAGE FOR RETIREES	28
LETTER OF UNDERSTANDING	29
EDUCATION FUND	29

ARTICLE 1 - UNION RECOGNITION AND RIGHTS

1.1 PREAMBLE

This agreement is made and entered into this 10th day of January, 2017 between MoveUp 378, hereinafter referred to as the UNION, and the BC FERRY & MARINE WORKERS' UNION (BCFMWU), hereinafter referred to as the EMPLOYER.

1.2 RECOGNITION

The BCFMWU recognizes MoveUp 378 as the sole bargaining agent representing all Employees as set forth in the Certification as varied by the British Columbia Labour Relations Board, dated August 2, 2001.

1.3 INTENT

The intent of this Agreement is to ensure the full benefits of orderly and collective bargaining and to promote harmonious employment relationships between the Parties.

1.4 AGREEMENT APPLIES

In the event of a conflict between the contents of this agreement and any directive made by the Employer, the agreement shall take precedence over said directive.

1.5 ACCESS

The Employer agrees that access to its premises shall be granted to representatives of the Union when dealing with the Employer or to consult with an Employee.

1.6.1 WORKPLACE HARRASSMENT AND HUMAN RIGHTS

(a) The BCFMWU and MoveUp 378 are committed to a working environment which ensures and promotes the dignity of all Employees. In furthering this objective, the Parties agree that violations of the Human Rights Act, workplace and sexual harassment shall be grounds for the imposition of discipline pursuant to Article 6 of this Agreement.

(b) Workplace harassment is defined as abusive, intimidating, or demeaning treatment of a person or group of persons that has the effect or purpose of unreasonably interfering with a person's or group's status or performance or creating a hostile or intimidating working environment when:

1. Such conduct abuses the power one person holds over another or misused authority;
2. Such conduct has the effect or purpose of offending or demeaning a person or group of persons on the basis of race, colour, ancestry, place of origin, religion, family status, marital status, physical or mental disability, age, sex, or sexual orientation, or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment of that person; or
3. Such conduct has the effect or purpose of seriously threatening or intimidating

a person.

- (c) Sexual harassment is a specific type of workplace harassment and is defined as unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or,
 2. Submission to or rejection of such conduct is used as the basis for employment or employment decisions affecting that Employee; or,
 3. Such conduct has the effect or purpose of unreasonably interfering with an Employee's work performance or creating an intimidating, hostile or offensive work environment.
- (d) Before proceeding to the formal complaint mechanism an Employee who believes he/she has a complaint of harassment or discrimination may approach his/her supervisor, Union steward or Step 2 designate to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.
- (e) A formal written complaint, where initiated, must be filed, within sixty (60) days of the alleged occurrence to the Local Union President or designate. Within five (5) workdays of receipt of the complaint, he/she shall notify the BCFMWU President or designate in writing that a complaint has been received and provide the names of the complainant and the respondent(s).

1.6.2 MANAGERIAL / SUPERVISORY AUTHORITY AND HARASSMENT

- (a) The Union and the Employer recognize the right of Employees and members to work in an environment free from misuse of managerial/supervisory authority or harassment. The Employer undertakes to develop and adopt policy on use of managerial/supervisory authority.
- (b) The Employer's policy shall capture the Union's concerns, as follows:
1. Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate. The Employer undertakes to discipline any Employee or full time Officer engaging in this type of conduct.
 2. Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.
 3. Harassment shall include, but not be limited to:
 - i. Sexual solicitation or advances made by a person who knows or ought to know is unwelcome; or,
 - ii. A reprisal or threat of reprisal by someone exercising authority after a sexual solicitation or advance is rejected.
 4. Allegations of misuse of authority or harassment may involve sensitive disclosures. Strict confidentiality is required so as to ensure that those who

may have been harassed feel free to come forward, and to also ensure that the reputations and rights of both the complainant and the respondent may be protected.

5. Before proceeding to the formal complaint mechanism an Employee who believes he/she has a complaint of harassment or discrimination may approach his/her supervisory personnel, Union steward or Step 2 designate to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.
6. A formal written complaint, where initiated, must be filed, within sixty (60) days of the alleged occurrence to the Local Union President or designate. Within five (5) workdays of receipt of the complaint, he/she shall notify the BCFMWU President or designate in writing that a complaint has been received and provide the names of the complainant and the respondent(s).
7. The complainant shall have the right to seek remedial action pending the disposition of the complaint and the respondent shall have the right to receive a copy of the allegations and to be given a full opportunity to respond to them. Where the complainant seeks to discontinue contact with the alleged harasser and the latter is a member of the Union, the Employer shall fully discuss the matter with the Union to reach an agreement on accommodation of the request which may include a reassignment within the same geographic area, an alteration to the reporting structure or other suitable option agreed to by the parties to this agreement. Where the Parties agree to temporarily reassign the alleged harasser, pending the outcome of the investigation, the action shall not be considered a disciplinary transfer. The complainant shall not be reassigned or transferred against his or her will.
8. Both the complainant and the respondent (if a member of the Union) shall be advised of the purpose of all meetings convened during the course of the investigation.
9. The Employer shall conclude its investigation of the complaint with ten (10) working days of receiving it. An extension for the investigation period may be requested of, and granted by, the President of the Local or his or her designate. The extension, if granted, shall not, in any event, be longer than twenty-one (21) days from the date of receipt of the written complaint.
10. The Employer's designate shall complete a written report within five (5) working days of the completion of the investigation. The complainant, the respondent, and the President of the Local or designate shall be apprised of the recommendation(s) and/or action(s) to be taken.
11. Where the complainant or the respondent is not satisfied with the final disposition of the matter, the dissatisfied party may initiate a grievance commencing at Step 2 of the grievance procedure within five (5) working days of receipt of the Employer's report. Where such a grievance has been initiated, the Employer agrees to fully disclose to the Local President or designate, all relevant information gathered during the course of its investigation. The Union shall provide to the Employer the facts upon which it relies in advancing the matter.
12. If the matter is not resolved during the grievance procedure, the Union may file the grievance at expedited mediation/arbitration. The Parties will agree to appoint a single mediator/arbitrator from Appendix "A" attached to the Collective Agreement, within five (5) days of the complaint being filed at mediation/arbitration. The agreed mediator/arbitrators are _____

and _____ . The mediator/arbitrator will hear and conclude the matter in an expeditious manner.

1.6.3 REPORTING PROCEDURE

The Provincial President (or designate) of the BCFMWU shall be the sole supervisor of MoveUp 378 Employees and shall direct all the activities of the Employees. Any complaints against MoveUp 378 staff shall be directed to the President and shall be dealt with in a confidential manner.

1.7 HUMAN RIGHTS ACT

(a) The Parties hereto subscribe to the principles and protections provided for in the BC Human Rights Code.

(b) The Parties will meet and review methods of extending knowledge of the BC Human Rights Code to all Employees.

ARTICLE 2 - UNION SECURITY

2.1 UNION SECURITY

All Employees, as provided for under Article 1.2 or providing relief for those Employees shall, as a condition of employment, maintain membership in good standing in the Union. New Employees shall, as a condition of employment, become members of the Union within thirty (30) days from the date of hire.

2.2 CHECK-OFF UNION DUES

Each pay period, the Employer shall deduct from the wages due and payable to each Employee coming within the scope of this agreement an amount equal to the uniform monthly membership fees, and any assessments of the Union. The amount so deducted shall only change during the term of this agreement to conform with changes in the amount of the regular fees of the Union in accordance with its Constitution and By-Laws.

All deductions required under this article shall be forwarded to the Union, attention of the Secretary-Treasurer within thirty (30) days of receipt, together with a list showing the names for whom such deductions are to be credited and the month for which the deductions are made.

ARTICLE 3 - UNION RIGHTS

3.1 CORRESPONDENCE

The Employer agrees that all correspondence between the Employer and the Union relating to matters covered by this Agreement shall be copied to the President of MoveUp 378 or his/her designate.

3.2 UNION INSIGNIA

A Union member shall have the right to wear or display the recognized insignia of MoveUp 378.

3.3 NO OTHER AGREEMENT

No Employee covered by this agreement shall be required or permitted to make written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

3.4 STEWARDS

The BCFMWU recognizes the Union's right to select stewards to represent Employees.

3.5 BULLETIN BOARDS

The BCFMWU shall provide bulletin board facilities for the exclusive use of the Union at headquarters. The use of such bulletin board facilities shall be restricted to the affairs of the Union.

ARTICLE 4 - EMPLOYER'S RIGHTS

4.1 EMPLOYER'S RIGHTS

MoveUp 378 acknowledges that the management and direction of Employees in the bargaining unit is retained by the BCFMWU, except as this Agreement otherwise specifies.

4.2 VACANCIES

The Employer has the right to determine if a vacancy exists or is required to be filled.

(a) Vacancies of a temporary nature that are known to exceed six (6) months may be posted as a term certain relief position.

4.3 PERFORMANCE REVIEW

(a) There will be annual performance reviews to be arranged with the Provincial President or designate. Performance reviews will not be used to discipline the employee.

(b) It is the responsibility of the Provincial President or designate to provide advice and guidance to assist each employee to achieve the objectives of the position. The purpose of the performance review is to identify and build on an employee's strengths, to point out areas of improvement or development and to optimize performance. Performance review is intended to be a positive and productive process, to assist employees to further their career objectives.

4.4 EMPLOYEE APPOINTMENT POLICY

Vacancies in the Bargaining Unit may be posted internally, externally or both.

(a) Positions will be appointed on the basis of qualification as determined by the Employer. The qualifications shall be education, skills, knowledge, experience, years in a related field and successful completion of the interview process.

(b) In the event that the qualifications of the external and internal applicants for a given position are similar, priority in appointment shall be given to the internal applicant.

**Internal (BC Ferry & Marine Workers' Union member or Employee)*

4.5 PROBATIONARY EMPLOYEES

4.5.1 PROBATION PERIOD

- (a) New regular appointments shall be on probation for the first six (6) months of employment. The Employer may extend an Employee's probation to a maximum of a further three (3) months. In the event the Employer extends probation, MoveUp 378 shall be notified and the Employee may request the reasons in writing.
- (b) Either prior to or upon expiration of the probationary period, the Employer shall confirm the successful completion of probation by a new Employee or otherwise discharge or terminate the Employee in accordance with this Article and all other applicable provisions of this Agreement.

4.5.2 DISCHARGE OR TERMINATION OF PROBATIONARY EMPLOYEES

- (a) A probationary Employee shall only be terminated by the Employer for just cause. The test for just cause for discharge or termination of probationary Employees shall be a test of the Employee's suitability for continued employment within the position for which he or she is employed, provided that the factors involved in determining such suitability could reasonably expect to affect work performance.
- (b) In lieu of notice, severance pay equivalent to two (2) weeks salary will be provided to the terminated Employee.

4.5.3 RIGHT TO GRIEVE

- (a) A probationary Employee shall have access to the grievance and arbitration procedure contained in Article 6. The Union may grieve the discharge or termination of any probationary Employee.

ARTICLE 5 - TIME OFF FOR UNION BUSINESS

- 5.1** The Employer shall grant, on written request, leave of absence with pay for up to two (2) Employees to negotiate with the Employer.
- 5.2** Negotiations shall be scheduled by mutual agreement.
- 5.3** A Union Officer shall be granted leave with pay to present and process grievances arising out of this Agreement in accordance with the grievance procedure outlined in Article 6 herein.
- 5.4** A leave of absence with pay shall be granted to Employees called to appear as witnesses before an Arbitrator as provided for in Article 6.4 of this Agreement. It is agreed, however, that not more than two (2) Employees shall be off duty for this purpose at any one time.
- 5.5** Unpaid leave shall be granted to Employees to participate in MoveUp 378, provided no more than two (2) Employees are off duty.
- 5.6** No more than two (2) Employees shall be off duty at one time. The Employer may allow

exceptions.

ARTICLE 6 - GRIEVANCES

6.1 GRIEVANCE PROCEDURE

- (a) Grievances may arise concerning differences between the Parties respecting the interpretation, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration.
- (b) Dismissal, suspension, discipline or performance review of an Employee may be grounds for a grievance.

6.2 STEP 1

An aggrieved Employee shall, within fifteen (15) days of becoming aware of the actions or circumstances giving rise to the grievance, submit a signed and written grievance to a Union Officer or Steward.

The Union Officer or Steward in receipt of the grievance shall, within ten (10) working days of receipt, present the grievance to the appropriate BCFMWU designate. The Union Officer or Steward and the BCFMWU designate shall hold a meeting to examine the facts and the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement. The BCFMWU President or designate shall respond in writing to the Union within fifteen (15) working days of receiving the written grievance.

6.3 STEP 2

In the event the grievance is not satisfactorily resolved within the time limit set out in Step 1, the Union may submit the grievance in writing to the Grievance Committee. Such grievance shall be submitted within fifteen (15) working days of the Union receiving the BCFMWU's designate response or within fifteen (15) working days of the Step 1 response being due.

6.4 ARBITRATION

In the event the grievance is not satisfactorily resolved within the time limit set out in Step 2, the Union may submit the matter to arbitration. Such grievance shall be submitted within fifteen (15) working days of the Union receiving the response of the BCFMWU Provincial President or designate, or within fifteen (15) days of a response being due.

6.5 PROCEDURES AND TECHNICALITIES

- (a) It is intended by the Parties that no grievance shall be defeated merely because of a technical error.
- (b) The time limits in this Article may be altered by express written agreement of the Parties on a case by case basis.
- (c) An Arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

6.6 POLICY GRIEVANCE

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the BCFMWU Provincial President or designate, or the Local President or designate, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached either Party may submit the dispute to Arbitration.

6.7 APPOINTMENTS

The Parties shall, by mutual agreement, appoint as Arbitrator from those identified in Appendix A. If, within ten (10) days of notice being delivered, the Parties cannot agree to an Arbitrator, they shall jointly apply to the Minister of Labour to appoint an Arbitrator.

6.8 NOTICE

Notice to proceed to arbitration shall be contained in Step 2 of the grievance procedure or, in the case of a policy grievance, shall be delivered in writing within ten (10) working days of receiving a letter of dispute.

6.9 DECISION OF ARBITRATOR

The decision of the Arbitration Board shall be final, binding and enforceable on the Parties. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

6.10 SHARING OF COSTS

The Parties shall each bear, in equal proportion, the fees and the expenses of the Arbitrator including the rental of any premises used for the hearing.

6.11 RECONSIDERATION

The Parties shall have five (5) working days from the date of receipt of the decision of an Arbitrator in which to ask the Arbitrator to reconsider his/her decision. Where an Arbitrator is called upon to reconsider his or her decision, the party calling for reconsideration shall bear the full costs described above.

ARTICLE 7 - DISMISSAL, SUSPENSION AND DISCIPLINE

7.1 BURDEN OF PROOF

In all cases of discipline, suspension or dismissal, the burden of proving just and reasonable cause rests with the Employer.

7.2 NOTICE REQUIRED

Notice of discipline, suspension or dismissal shall be in writing and shall set forth the reasons for the action and the duration of suspension, where applicable. Such reasons shall not subsequently be amended or altered.

7.3 SUSPENSION

The designated Employer's representative may suspend an Employee for just and reasonable cause. A non-disciplinary suspension of an Employee pending results of an investigation shall be with full pay and benefits. A suspension without pay may be confirmed from the date of the initial incident. Grievances arising from the dismissal of an Employee shall be submitted directly to Step 2.

7.4 JUSTICE AND DIGNITY

An Employee shall not be suspended or dismissed or transferred for disciplinary reasons until the grievance procedure has been completed. In the event of a matter proceeding to arbitration, the Parties agree to expedite a hearing in this regard.

7.5 RIGHT TO GRIEVE ANY DISCIPLINARY ACTION

Any disciplinary action is subject to the grievance procedure. Any report, appraisal, assessment or other evaluation that might form the basis of disciplinary action shall be subject to the grievance procedure. Any such document, other than official evaluation reports and letters of suspension, shall be removed from the Employee's file after the expiration of twelve (12) months from the date it was issued, provided there has not been a further infraction.

7.6 PERSONNEL FILE

An Employee or the President of the Local Union or designate, with the written authority of the Employee, shall have the right of access to his/her personnel record at the BCFMWU's premises.

ARTICLE 8 - SENIORITY

8.1 ACCRUAL

An Employee shall accrue seniority from the first day of employment with the Employer, including:

- (a) All leaves of absence with or without pay,
- (b) All time on STIIP, LTD and/or WCB claims,
- (c) All time on parental leave, and
- (d) All other leaves of less than thirty (30) days.

8.2 UNION PRINCIPLES

The Trade Union principle of seniority shall apply in all matters pertaining to this Collective Agreement.

8.3 JOB RELOCATION

- (a) In the event an Employee's job is transferred to another location, the Employee may terminate and take severance pay or accept transfer and be entitled to full transfer expenses.

- (b) Transfer expenses are provided as follows:
 - (i) Maximum seven (7) days at full pay for the actual move;
 - (ii) All allowances per Article 12.2;
 - (iii) Cost of moving household effects to 15,000 pounds;
 - (iv) Insurance on effects to \$40,000
 - (v) Connecting new services to \$200;
 - (vi) Incidental moving expenses to \$150;
 - (vii) Real estate commission to \$8,000;
 - (viii) Legal fees – registration of deed, Land Registration, searches, certificates of encumbrances; photocopies; telephone; filing fees; miscellaneous office expense;
 - (ix) Solicitor's fees in respect to:
 - (a) Agreement for sale where new house is purchased,
 - (b) Discharge of encumbrances against the former residence,
 - (c) Financing new dwelling – first and second mortgage arrangements.

ARTICLE 9 - JOB DESCRIPTIONS AND DUTIES

9.1 JOB DESCRIPTIONS

The Union and the Employer agree that the Employee shall have a job description. The Union has the right to challenge changes in job descriptions which are substantial in nature and which, in effect, create a new classification.

9.2 NO OTHER DUTIES

An Employee shall not be required to perform any duties not included within his or her job description.

ARTICLE 10 - LAYOFF AND RECALL

10.1 LAYOFF

- (a) A layoff of Employees shall only occur where there has been a substantial reduction in the amount of work to be done.
- (b) Layoff shall be in reverse order of seniority.
- (c) Written notice of layoff shall be provided to the Union and the Employee at least three (3) months prior to the intended date of layoff. Failure to supply the required notice in a timely fashion shall delay the intended layoff by an equal amount of time.

10.2 SEVERANCE

An Employee who receives notice of layoff may elect to sever his/her employment. Such election shall entitle the Employee to a severance pay of one-half a month's salary for every year of service to a maximum of six (6) months' severance pay.

10.3 RECALL

Employees shall be recalled to work in order of seniority. An Employee shall be on a recall

list until two (2) years have passed from the last day worked for the Employer. During that time no other Employee shall be hired. Employees recalled shall not be entitled to relocation expenses.

ARTICLE 11 - CONTRACTING OUT

11.1 CONTRACTING OUT

There shall be no contracting out of any work performed by the Employees covered by this agreement, which would result in the laying off of such Employees.

11.2 BARGAINING UNIT INTEGRITY

The parties recognize an obligation to maintain and respect the integrity of the bargaining unit by avoiding unnecessary contracting out of work normally and customarily performed by members of the bargaining unit.

11.3 BARGAINING UNIT RELIEF

11.3.1 BARGAINING UNIT RELIEF – LABOUR RELATIONS OFFICERS

If a Labour Relations Officer is replaced during a temporary absence or if the Employer has a temporary need to accomplish more bargaining unit work than the full time Labour Relations Officers can sustain, Relief Labour Relations Officers shall be entitled to the following benefits. No other benefits of the Collective Agreement shall be applicable to the Relief Labour Relations Officer.

- (a) Wage rate as set forth in Appendix “B” Salaries or the Relief person’s wage rate, whichever is greater.
- (b) Mileage as provided for in the BCFMWU Financial Guide or hotel accommodations and expenses as determined by the Provincial Executive.
- (c) Mileage and Expenses as provided for in the BCFMWU Financial Guide for work away from the Nanaimo Point of Assembly.
- (d) Offset to Benefit Premiums shall be paid by the BCFMWU.
- (e) Stat and vacation pay to be included in each period in the amount of twelve percent (12%) of gross earnings if not already provided for.

Work Assignments as described in Article 13.2 – Teleworking shall not attract the provisions of Article 11.3.1.

11.3.2 BARGAINING UNIT RELIEF – OFFICE MANAGER

- (a) Wage rate as set forth in Appendix “B” Salaries or the Relief person’s wage whichever is greater but in no event will the wage rate on an hourly basis be less than ten per cent (10%) above the highest wage rate of the persons they are supervising.

- (b) Benefit offsets to be paid will include all MoveUp benefits they are currently receiving. After six (6) months providing relief on a continuous basis, Relief employee to be paid the regular Office Manager's salary.

11.3.3. BARGAINING UNIT RELIEF – UNION DUES

Those providing relief in the positions outlined in 11.3.1 and 11.3.2 shall remit dues in accordance with the MoveUp 378 By-laws.

ARTICLE 12 - PAYMENT AND ALLOWANCES

12.1 PAY DAYS

Pay days shall be Friday on a bi-weekly basis.

12.2 ALLOWANCES

- (a) While on authorized Employer business away from their normal Point of Assembly, bargaining unit Employees shall be entitled to the meal and overnight allowances as per the BCFMWU Financial Guide.

- (b) **FUEL CREDIT CARD**

- (i) The BCFMWU shall provide a Fuel Credit Card to the Labour Relations Officers. It is agreed that Labour Relations Officers shall not use this Fuel Credit Card while out of the Province on personal business.
 - (ii) A Labour Relations Officer who proceeds on a Leave of Absence with pay, Short Term Illness or Parental Leave, will continue to receive the benefit of the fuel card for a period not to exceed twenty-nine (29) weeks.
 - (iii) When a Labour Relations Officer commences an unpaid leave they shall return the Fuel Credit Card to the BCFMWU upon the commencement of the leave.
 - (iv) Fuel reimbursement for gasoline shall be for 87 octane only, unless the vehicle manufacturer requires a higher octane fuel for the vehicle. In such cases the Employee shall provide proof of the higher-octane requirement.
- (c) The Employer will reimburse the Office Manager, upon receiving receipts for ferry travel, the following:
 - (i) In the first, second, and third year of employment - \$290.00
 - (ii) In the fourth, fifth, and sixth year of employment - \$580.00
 - (iii) In the seventh, eighth, and ninth year of employment - \$870.00
 - (iv) In the tenth year of employment and subsequent years of employment - \$1450.00

The Office Manager shall be provided with an Assured Loading Pass only for use while on Union Business.

12.3 VEHICLE INSURANCE

- (a) Employees will maintain minimum vehicle insurance coverage of three million dollars (\$3,000,000) third party liability and full business use.
- (b) The Employer shall pay the deductible portion of the insurance, to a maximum of three

hundred dollars (\$300.00) for any claim arising out of any accident, which occurs while the Employee is using his/her personal vehicle, whether owned or leased, in the performance of his/her duties.

ARTICLE 13 - HOURS OF WORK AND WORKLOAD

13.1 HOURS OF WORK

- (a) Labour Relations Officers under this Agreement shall be expected to work the equivalent of seventy (70) hours per bi-weekly period. Daily hours of each Employee shall depend on individual workloads, which may vary because of the nature of the BCFMWU's operation, namely that of a Union servicing its membership.
- (b) The Office Manager shall be expected to work the equivalent of seventy five (75) hours per bi-weekly period.

13.2 TELEWORK

- (a) Definitions:

“Teleworking” is the scheduled performance of work during regular working hours by an Employee from a teleworkplace.

“Official workplace” is the location where the Employee would ordinarily work if there were no telework situation. In a teleworking situation, the Employee's official workplace continues to be the official workplace business address.

“Teleworkplace” is the location at which the Employee and the BCFMWU have mutually agreed the Employee will telework. It does not include a workplace maintained and operated by the BCFMWU.

- (b) Criteria for approval of a teleworking arrangement is as follows:
 - (1) The agreement is operationally feasible and provides a mutual benefit;
 - (2) Service and productivity are maintained or improved;
 - (3) Tangible and intangible benefits are sufficient to justify cost;
 - (4) Co-worker concerns can be addressed in an equitable manner;
 - (5) The home office facilities are adequate.
- (c)
 - (1) Teleworking may be initiated by either the Employee or the BCFMWU. Participation in any teleworking agreement shall be by mutual agreement.
 - (2) A teleworking arrangement may be terminated by either the Employee or the BCFMWU providing thirty (30) days written notice to the other party.
- (d)
 - (1) Teleworking shall not affect the terms and conditions of employment of any Employee and the provisions of all Collective Agreements and relevant Legislation continue to apply to an Employee who teleworks.
 - (2) Teleworking shall not affect the employment status of any Employee. In other words, teleworking in or of itself will not prevent a person from remaining or becoming an Employee.

- (e) A person who would not otherwise be an Employee of the BCFMWU will not become one because they are doing work for the BCFMWU from an off-site location.
- (f) No Employee shall telework more than three (3) days a week without mutual consent of all parties.
- (g) Details of the telework arrangement are to be recorded in an Agreement signed by the Employee and the Employer prior to teleworking commencing. A copy of this Agreement will be provided to the Union.
- (h) The BCFMWU is responsible to provide and maintain the equipment and supplies necessary to telework as itemized in the Teleworking Agreement. Such equipment and supplies shall remain the property of the BCFMWU and must be returned if the Employee terminates their employment relationship or if the teleworking arrangement is terminated.
- (i) The Employee is responsible to:
 - (1) Ensure that the teleworking arrangement is consistent with all Municipal or Regional District By-laws and Regulations;
 - (2) Consult with the Local Occupational Health and Safety Committee or Union and BCFMWU designated Safety Representatives, ensure that the teleworkplace is adequately equipped and maintained from a health and safety point of view;
 - (3) Ensure that equipment and supplies provided by the BCFMWU are used only for the purpose of carrying out the BCFMWU's work;
 - (4) Ensure that the environment of the teleworkplace is such that the Employee is able to respect the terms and conditions of employment, as well as relevant Collective Agreements, Legislation, Regulations and Policies;
 - (5) Ensure that dependent care arrangements are in place and that personal responsibilities are managed in a way which allows them to successfully meet their job responsibilities. Telework is not a substitute for dependent care.

13.3 LIEU DAYS

13.3.1 LIEU DAYS – LABOUR RELATIONS OFFICERS

Labour Relations Officers shall accrue twenty-six (26) days of paid time off each calendar year in lieu of daily overtime. Lieu days shall be prorated for partial years of employment.

13.3.2 LIEU DAYS – OFFICE MANAGER

The Office Manager shall accrue twenty-six (26) days of paid lieu time off each calendar year. Lieu days shall be prorated for partial years of employment.

13.3.3 NON-ACCRUAL PERIODS

Lieu days shall not be accrued for periods of:

- (a) Unpaid Leaves of Absence; or,
- (b) Paid Leaves of Absence in excess of twenty (20) workdays at any one time. Such days do not include vacation or lieu days.

13.4 OVERTIME – LABOUR RELATIONS OFFICERS

Overtime will be paid as follows:

- (a) Three (3) hours at time and one-half for each consecutive overnight assignment, requiring accommodation away from the Employee's principal residence, commencing on the third (3rd) complete night of the assignment.
- (b) All work pre-approved for overtime on weekends and statutory holidays shall be compensated at the rate of one day in lieu for each day of work of four (4) hours or more. Travel time shall be considered as time worked and any travel outside of Central Vancouver Island shall be considered four (4) hours.
- (c) Overtime may be banked at the Employee's request.
- (d) Banked overtime shall be scheduled by mutual agreement and must be taken with one (1) year of being earned. Such agreement shall not be unreasonably withheld. If unable to schedule, the Employee shall be paid out.

13.5 OVERTIME – OFFICE MANAGER

- (a) Three (3) hours at time and one-half for each consecutive overnight assignment, requiring accommodation away from the Employee's principal residence, commencing on the third (3rd) complete night of the assignment.
- (b) All work pre-approved for overtime on weekends, statutory holidays, and for BCFMWU Conferences and Conventions shall be compensated at the rate of one day in lieu for each day of work of four (4) hours or more. Travel time shall be considered as time worked and any travel outside of Central Vancouver Island shall be considered four (4) hours.
- (c) Overtime may be banked at the Employee's request.
- (d) Banked overtime shall be scheduled by mutual agreement and must be taken within one (1) year of being earned. Such agreement shall not be unreasonably withheld. If unable to schedule, the Employee shall be paid out.

13.6 OVERTIME – RELIEF OFFICE MANAGER

- (a) The Relief Office Manager shall receive overtime for all hours prior or following scheduled hours of work in excess of seven and one half (7.5) hours per day and shall be paid as overtime and shall be paid at two (2) times the rate of pay for the classification.
- (b) All overtime for the Relief Office Manager will be paid to the Employee on the following pay period of the date earned.

ARTICLE 14 - PAID HOLIDAYS

14.1 PAID HOLIDAYS

The Employer shall provide the following holidays with pay:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

BC Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

And any other day proclaimed as a holiday by the Federal or Provincial Governments.

14.2 HOLIDAYS FALLING ON A DAY OF REST

When any of the above-noted holidays fall on a Saturday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purposes of this Agreement; when a holiday falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding sentence already applies to the Monday), shall be deemed to be the holiday for the purposes of this Agreement.

14.3 HOLIDAY COINCIDING WITH A DAY OF VACATION

Where an Employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

ARTICLE 15 - ANNUAL VACATION

15.1 VACATION ENTITLEMENT

- (a) Full-time Employees covered by this Agreement who have earned ten (10) days' pay per month shall earn four (4) weeks' vacation during each year of service except as otherwise specified in this Article. There shall be no cash payout for vacation entitlement. Vacation entitlement accumulated includes service with the BCFMWU and the BC Ferry Services Inc.
- (b) Full-time Employees with more than seven (7) full years of service with the BCFMWU and/or the BC Ferry Services Inc. shall earn vacation entitlement as follows:

Vacation Year	Working Days
Eighth year	22
Ninth year	23
Tenth year	24
Eleventh year	25
Twelfth year	26
Thirteenth to fourteenth	27
Fifteenth to eighteenth	28
Nineteenth	29

Twentieth	31
Twenty-first	32
Twenty-second	33
Twenty-third to twenty fourth	34
Twenty-fifth to thirtieth	36
Thirty-first and thereafter	40

15.2 LESS THAN ONE YEAR OF SERVICE

An Employee who terminates with less than one (1) year of service shall earn vacation pay at six percent (6%) of gross earnings, or at the rate of BC Ferry Services Inc., if the Employee is on leave from BC Ferry Services Inc.

15.3 PARTIAL YEAR OF SERVICE

Employees covered by this Agreement with a partial year of service shall earn vacation on a pro rata basis, except on retirement when the Employee shall receive full vacation entitlement for the year in which he/she retires.

15.4 NEW EMPLOYEE

An Employee earns but is not entitled to take vacation during the first six (6) months of continuous employment unless mutually agreed between the Employee and the Employer.

15.5 VACATION SCHEDULE

- (a) Vacations shall be scheduled by April 1st of each year.
- (b) Vacation schedules, once approved by the BCFMWU, shall not be changed except by mutual agreement between the Employee and the BCFMWU.
- (c) Any costs incurred by the Employee as a result of a change caused by the BCFMWU due to an emergency, will be paid by the BCFMWU.
- (d) Any vacation unscheduled by October 1st may be scheduled by the BCFMWU. The BCFMWU will consult with the affected Employee.

15.6 DISPLACED VACATION

An Employee who is hospitalized or develops an illness while on vacation, and is under a doctor's care shall be entitled to have the period treated as sick leave and the vacation days reinstated.

The Employee shall notify the President or designate as soon as possible and shall provide a medical certificate upon return to work if requested to do so at the time of advising the Employer.

ARTICLE 16 - HEALTH AND WELFARE

16.1 SHORT TERM ILLNESS AND INJURY

- (a) There shall be no reduction of the Employee's monthly salary for an absence due to a short term illness or injury, not to exceed six (6) months duration.
- (b) An Employee shall notify the Employer as soon as possible of their inability to report to work because of illness or injury. The Employee shall advise the Employer of the expected date of return to work, in advance of that date, in order that work schedules and relief staff can be accommodated.
- (c) An Employee who has been on short term injury and illness leave in excess of ten (10) working days may be required to provide the Employer with the most current prognosis from their medical practitioner. When a prognosis is required, any costs of obtaining such a prognosis shall be at the expense of the Employer.

16.2 LONG TERM DISABILITY

A long term disability plan shall be maintained that provides benefits not less than those contained in the long term disability plan between the British Columbia Ferry Services Inc. and the BC Ferry and Marine Workers' Union.

16.3 SUBROGATION

Where an Employee makes a successful wage loss claim against a third party for which the Employee received or would receive benefits under this Article, the Employer/Plan Administrator will be entitled to recover or decrease benefits under this Article by an amount equal to the amount that these benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay. The Employer may deduct this amount from earnings if the wage loss claim paid is not remitted directly to the Employer.

16.4 HEALTH AND WELFARE PLANS

The Employer agrees to pay, for the Employee, spouse and dependents, full premiums for:

- (a) Medical Services Plan of British Columbia
- (b) Group Life
- (c) Dental Plan
- (d) Extended Health Care Plan
- (e) Group Accident Insurance (Travel) Policy
- (f) Employee Assistance Program

The plans shall be maintained for MoveUp 378 Employees providing benefits no less than those contained in plans between BC Ferry Services Inc. and the BC Ferry and Marine Workers' Union. The Employer shall amend the Extended Health Plan provisions to provide for four hundred dollars (\$400.00) for corrective lenses payable once every twelve (12) months for adults and once every twelve (12) months for children and provide for up

to two thousand dollars (\$2000.00) for laser vision correction as a lifetime family maximum.

This benefit is cumulative to a maximum amount of eight hundred dollars (\$800.00) every twenty-four (24) months.

BC Ferry & Marine Workers' Union to reimburse for receipted expenses for the Shingles Vaccine for Employees and dependents covered under the Health and Welfare Plan.

16.5 RETIREMENT FUNDS

The Employer agrees to maintain the Employees membership in the Public Service Pension Plan at the Employees current monthly salary, or pay the equivalent into a Registered Retirement Savings Plan (where the Employee is not covered by the Act), or to any other such investment as the Employee may require.

16.6 INCENTIVE PAYMENT

- (a) The Employer will provide an annual incentive payment (the "Incentive Payment") to:
 - (i) Employees who are eligible to retire, have maximized their pensionable service, and are not eligible or elect not to contribute to the Municipal Pension Plan (MPP) or the Public Service Pension Plan (PSPP) and who continue to work in a regular full-time position; and
 - (ii) Employees who have maximized their pensionable service and are not eligible or elect not to contribute to the MPP or the PSPP and who do retire or are retired and draw a pension but are rehired into a regular full-time position. (Collectively the "Eligible Employees").
- (b) The Incentive Payment will be:
 - (i) An amount equal to what the Employer would have contributed to the MPP or PSPP for the Eligible Employee based on earnings over the preceding year (less any required statutory deductions. Any earnings counted toward pensionable service will be excluded from the calculation of the Incentive Payment.
 - (ii) Payable following December 31st in each year that the Eligible Employee is employed in a regular full-time or regular part-time position as described in (a)(i) or (a)(ii) above.
 - (iii) Paid at the Eligible Employee's option either: (a) directly to the Eligible Employee's Registered Retirement Savings Plan where allowable and supported by the appropriate financial institution documentation supplied by the Eligible Employee; or (b) directly to the Eligible Employee.

16.7 EMPLOYMENT SERVICE BONUS

Employees not covered under the Retirement Bonus provisions contained within the BCFMWU/BC Ferries Inc. Collective Agreement shall be eligible for the following service bonus, upon retirement:

- (i) Employees who have completed ten (10) years or more of continuous employment with the Employer shall be given upon retirement, a cash bonus equal to three (3) weeks' pay.
- (ii) Employees who have completed twenty (20) years or more of continuous employment

with the Employer shall be given upon retirement, a cash bonus of five (5) weeks' pay.
(iii) The service bonus may be taken as a salary continuance, paid in cash or by transfer to an Employee's Registered Retirement Savings Plan (RRSP), at the Employee's option.

16.8 DEATH BENEFITS

Where the Employee dies during the term of this agreement, one (1) month's salary for every year of continuous service to a maximum of six (6) months' salary, shall be paid to the estate of the deceased or to the designated beneficiary.

16.9 FITNESS ALLOWANCE

The Employer recognizes that a healthy lifestyle enhances both the quality of service delivered by the Employees and the quality of their lives. To encourage that healthy lifestyle the Employer will reimburse Employees for receipted expenses up to one hundred and fifty dollars (\$150.00) annually for fees in a gym, fitness center, community center, sports facility or fitness/exercise equipment. This is to be pro-rated for part years commencing upon ratification of this agreement.

16.10 HEALTH SPENDING ACCOUNT

The Employer will provide the Employees with an Annual Health Spending Account of five hundred and twenty five dollars (\$525.00) per calendar year. This benefit is cumulative beyond December 31st of the following calendar year and may be applied to expenses related to the Employee and their qualifying dependents.

The Annual Health Spending Account is private and confidential, and only subject to review by the administrator of the accounts.

ARTICLE 17 - LEAVE

17.1 BEREAVEMENT LEAVE

In the case of bereavement leave in the immediate family, an Employee shall be entitled to special leave, at his/her regular pay, from the date of death up to and including the day of the funeral with, if necessary, an allowance for immediate return traveling time. Such leave shall not exceed five (5) working days and shall not be granted if the Employee is on leave of absence without pay, unless the leave of absence has been granted to the Employee on compassionate grounds involving the illness of the relative who dies and for whom the bereavement leave is granted.

"Immediate family" is defined as an Employee's parent, spouse, child, legal ward, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or any other relative permanently residing in the Employee's household or with whom the Employee permanently resides. With respect to the above, it shall not be necessary to attend the funeral.

In the event of the death of the Employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, the Employee shall be entitled to special leave for one (1) day at regular pay for the purpose of attending the funeral.

If an Employee is on vacation leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

17.2 SPECIAL LEAVE

The Employee shall be entitled to leave at full pay for the following:

- (a) Marriage of the Employee – 3 days
- (b) Marriage of the Employee's child – 1 day
- (c) Birth or adoption of child – 1 day
- (d) Household or domestic emergency – 1 day
- (e) Moving to a new residence – furniture and effects – 1 day
- (f) Attend funeral as a mourner – 1 day
- (g) Court appearance for child – 1 day

Special leaves are for the dates of the event.

17.3 FAMILY ILLNESS

Where there is a serious illness or injury to the spouse or dependent residing in the Employee's home, the Employee shall be entitled to two (2) days leave with pay.

17.4 COURT DUTIES

- (a) The Employer shall grant leave with regular pay, including sufficient time to travel, to Employees, other than Employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the Employee's private affairs.
- (b) In cases where an Employee's private affairs have occasioned a court appearance, such leave to attend a court shall be without pay.
- (c) An Employee in receipt of his/her regular pay while serving at court shall remit to the Employer all monies paid to him/her by the court, except traveling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an Employee in his/her official capacity shall be at his/her regular pay.
- (e) Court actions arising from employment, requiring attendance at court shall be with regular pay.
- (f) In the event an accused Employee is jailed pending a court appearance, such leave of absence shall be without pay.

17.5 MATERNITY, PARENTAL AND ADOPTION LEAVE

- (a) Maternity, Parental and Adoption Leave
 - (1) An Employee is entitled to maternity leave up to seventeen (17) weeks without

pay.

- (2) An Employee shall notify the BCFMWU in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of pregnancy.
- (3) The period of maternity leave may commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (4) An Employee, upon production of appropriate documentation, is entitled to adoption leave without pay of up to seventeen (17) weeks following the adoption of a child.

(b) Maternity and Adoption Leave Allowance

- (1) An Employee who qualifies for maternity or adoption leave pursuant to Clause 17.5(a), shall be paid a maternity/adoption leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the Employee must provide BCFMWU proof that she/he has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An Employee disentitled or disqualified from receiving Employment Insurance benefits is not eligible for maternity/adoption leave allowance.
- (2) Pursuant to the SUB plan, the maternity/adoption leave allowance will consist of:
 - (i) Two (2) weeks at ninety three percent (93%) of the Employee's basic pay;
 - (ii) Fifteen (15) additional weeks' allowance, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the Employee and ninety three percent (93%) of the Employee's basic pay.

(c) Parental Leave

- (1) Upon written request an Employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay.
- (2) Where both parents are Employees of the BCFMWU, the Employees shall determine the apportionment of the twelve (12) weeks parental leave between them.
- (3) Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (4) Leave taken under this clause shall commence:
 - (i) In the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 17.5 (a);
 - (ii) In the case of a father, following the birth or adoption of the child and concluding within the fifty-two (52) week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.

(d) Parental Leave Allowance

- (1) An Employee who qualifies for parental leave pursuant to Clause 17.5(c), shall be paid a parental leave allowance in accordance with the SUB Plan. In order to receive this allowance, the Employee must provide to the BCFMWU proof of application and eligibility to receive Employment Insurance Benefits pursuant to the Employment Insurance Act. An Employee disentitled or disqualified from receiving Employment Insurance Benefits is not eligible for parental leave allowance.

- (2) Pursuant to the SUB Plan, the parental leave allowance will consist of:
- (i) Two (2) weeks at seventy five percent (75%) of the Employee's basic pay.
 - (ii) Ten (10) additional weeks allowances equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the Employee and seventy-five percent (75%) of the Employee's basic pay.

(e) Extension of Leaves

Employees who are entitled to leave pursuant to Clauses 17.5 (a) or 17.5 (c), shall be entitled to extended leave without pay of up to an additional six (6) months. Such written request must be received by the BCFMWU at least four (4) weeks prior to the expiration of leave taken pursuant to Clauses 17.5(a) or 17.5(c).

(f) Benefits Continuation

For leaves taken pursuant to Clauses 17.5(a) or 17.5(c), the BCFMWU shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

The Employee shall be deemed to have resigned on the date upon which the leave of absence without pay commenced if written notice on intent to return to work is not made prior to the expiration of the leave.

17.6 OTHER LEAVES

- (a) An Employee shall have four (4) clear hours, in which to vote in Federal or Provincial elections during the hours the polls are open.
- (b) Election to Public Office – the Employer shall grant, on written request, leave of absence without pay for Employees elected to public office for a maximum period of five (5) years; this leave may be extended by mutual agreement.
- (c) The Employer shall grant leave of absence without pay to an Employee provided a qualified relief is available. The Employee must first have exhausted all compensatory time-off credits.
- (d) General leave shall not be granted to allow an Employee to work for another Employer or to become self-employed. But leave may be granted, upon written application by MoveUp 378 for an Employee to work as a temporary Employee of MoveUp 378.

17.7 CHRISTMAS LEAVE

Members of MoveUp 378 certification shall be allowed leave at Christmas using vacation or lieu days.

If the Employer chooses to have an Employee on standby, the Employee shall be chosen in reverse order of seniority.

ARTICLE 18 - JOINT UNION / MANAGEMENT CONSULTATION COMMITTEE

There shall be a Joint Union/Management Consultation Committee established which shall meet a minimum of three (3) times per year to consider concerns by either party. The concerns shall encompass but not be limited to:

- (a) Requirements of the Labour Code of BC
- (b) Workload
- (c) Skill Development
- (d) New Classifications

ARTICLE 19 - LIABILITY

The Employer shall insure to exempt and save harmless Employees from any liability arising from the performance of their duties for the Employer and assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 20 - TERM OF AGREEMENT

20.01 TERM

The term of agreement will be from November 1, 2016 to October 31, 2021. If applicable all terms and working conditions shall apply retroactively.

20.02 RENEWAL

Either party may give notice to the other to commence bargaining no later than sixty (60) days before the expiry of the term of this agreement. Both Parties shall adhere to the terms of the agreement during collective bargaining to renew this agreement.

The parties agree that the foregoing represents their agreement to renew the Collective Agreement.

Dated this _____ day of _____ 2018

For BCFMWU (The Employer)

For MoveUp 378 (The Union)

Graeme Johnston

Kevin Hall

Brian Lalli

Ellen Oxman

Bill Brett

Jonathan Buxton-Carr

APPENDIX "A"

Expedited Arbitrators List

Wayne Moore
410 – 2525 Quebec Street
Vancouver, BC
V5T 4R5

Marguerite Jackson, QC
245 – 2906 West Broadway
Vancouver, BC
V6K 2G8

Robert Pেকেles
2203 Oak Street
Vancouver, BC
V6H 3W6

John Steeves
75 North Howard Avenue
Burnaby, BC
V5B 1J6

Rick Coleman
220 – 1118 Homer Street
Vancouver, BC
V6B 6L5

David McPhillips
4924 2A Avenue
Vancouver, BC
V4M 3V1

Joan Gordon
300 – 127 West 6th Avenue
Vancouver, BC
V6H 1A6

APPENDIX "B"

SALARIES – MONTHLY

	2.5%	2%	2%	2%	1.5%
CLASSIFICATION	EFFECTIVE NOVEMBER 1, 2016	EFFECTIVE NOVEMBER 1, 2017	EFFECTIVE NOVEMBER 1, 2018	EFFECTIVE NOVEMBER 1, 2019	EFFECTIVE NOVEMBER 1, 2020
LABOUR RELATIONS OFFICER	8903.79	9081.87	9263.51	9448.78	9590.51
RELIEF LABOUR RELATIONS OFFICER	8025.06	8185.56	8349.27	8516.26	8644.00
OFFICE MANAGER	7080.13	7221.73	7366.16	7513.48	7626.18
RELIEF OFFICE MANAGER	6371.63	6499.06	6629.04	6761.62	6863.04

LETTER OF UNDERSTANDING

BETWEEN

BC FERRY AND MARINE WORKERS' UNION

AND

MOVEUP 378

FERRY PASSAGE FOR RETIREES

The Employer will, upon receiving from the retiree receipts for ferry passage, reimburse the Employee to a maximum of seven hundred and fifty dollars (\$750.00) for ferry passages per calendar year for each of the five (5) years immediately following retirement.

The parties agree that in the event that B.C. Ferry and Marine Workers' Union Bargaining Unit members lose their entitlement to their ferry passages, this Letter of Understanding shall be deemed to be voided.

Dated this _____ day of _____ 2018

For BCFMWU (The Employer)

For MoveUp 378 (The Union)

Graeme Johnston

Kevin Hall

Brian Lalli

Ellen Oxman

Bill Brett

Jonathan Buxton-Carr

LETTER OF UNDERSTANDING

BETWEEN

BC FERRY AND MARINE WORKERS' UNION

AND

MOVEUP 378

EDUCATION FUND

The Employer agrees to pay into a special fund two cents (\$0.02) per hour per Employee for all hours worked for the purpose of providing paid education leave. The purpose of such leave will be to upgrade employee skills in all aspects of trade union functions. Such monies will be paid on a monthly basis into an account established and maintained by MoveUp 378. Account details will be provided to the Employer to facilitate direct payment into the fund.

Administration of this fund and the account may be amended by agreement of the parties.

Dated this _____ day of _____ 2018

For BCFMWU (The Employer)

For MoveUp 378 (The Union)

Graeme Johnston

Kevin Hall

Brian Lalli

Ellen Oxman

Bill Brett

Jonathan Buxton-Carr