

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**BC FERRY AND MARINE WORKERS UNION**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

**MoveUP, Local 378 of the Canadian Office and Professional Employees Union**

**(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from month day, year through August 1st, 2016 to July 31, 2021(the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

1. The Parties agree that the Collective Agreement is renewed for a term of four (4) years from August 1<sup>st</sup>, 2021 to July 31<sup>st</sup>, 2025 with the changes set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from August 1<sup>st</sup>, 2021 unless specifically stated otherwise.
5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

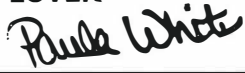
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Note: an additional line item in the second part **may** be required as follows:

n. This Agreement will be subject to the prior approval of PSEC. (or some other outside, interfering body)

Signed at  Burnaby, B.C. this         day of **22 June, 2022**

**FOR THE EMPLOYER**



\_\_\_\_\_  
**Paula White**

**FOR THE UNION**



\_\_\_\_\_  
**Phillip Barga**

# APPENDIX "A"

**Attach all sign off as Appendix A**

**COMPANY PROPOSAL #HK 1 E1**

WOP/E&OE

**Article(s):**

Date Tabled: Dec 6<sup>th</sup> Time: 10:00

Date Agreed: Dec 6<sup>th</sup> Time: 13:20

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

The Employer and the Union agree to update the CA to replace all Union references with MoveUP (Canadian Office and Professional Employees Union, Local 378).

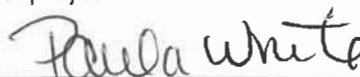
E&OE

Signed off this 6<sup>th</sup> day of December, 2021

For the Union

For the Employer





**COMPANY PROPOSAL #HK 2**  
WOP/E&OE  
**Article(s):**  
Date Tabled: Dec. Time: 10:00  
Date Agreed: Dec. 6<sup>th</sup> Time: 13:20  
Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_  
Document Number

The Employer and the Union agree to update the CA to use gender neutral language.

E&OE  
Signed off this 6<sup>th</sup> day of December 2021  
For the Union For the Employer

Phillip M. Bass

Paula White

**COMPANY PROPOSAL #HK 3**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec 6<sup>th</sup> Time: 13:47

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

The Employer and the Union agree to replace the term "point of assembly" with "sub-office".

E&OE

Signed off this

6<sup>th</sup>

day of

December, 2021

For the Union

*[Signature]*

For the Employer

*Paula White*

**COMPANY PROPOSAL #HK5 E1**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec. 6<sup>th</sup>/21 Time: 13:50

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Articles 9.02 – Amend**

9.02

All regular and regular part-time employees shall be members of the Public Service Pension Plan (PSPP) in accordance with the Plan rules regarding enrolment and eligibility. The employee will be provided a top up of the difference between the Employer's PSPP contribution rate and 10.5% (if applicable.)  
~~Increase 10% to 10.5% August 1, 2010.~~

E&OE

Signed off this

6<sup>th</sup>

day of

December

2021

For the Union



For the Employer

Paula White

**COMPANY PROPOSAL #HK 7**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec 6/21 Time: 13:51

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Articles 11.09(a) – Amend**

The employer and the union agree to a amend 11.09(a) to:

The Employer shall grant leave of absence without pay to an employee provided a qualified relief is available.

(Striking "a" between provided and qualified)

E&OE

Signed off this 6<sup>th</sup> day of December 2021

For the Union

For the Employer

Phillip M. Bar

Paula White



**COMPANY PROPOSAL #HK 8**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec. 6<sup>th</sup>/21 Time: 13:52

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Articles 11.10 (b) & (c) – Amend**

The Employer and the Union agree to replace “Manager” with “Union President or designate.”

E&OE

Signed off this 6<sup>th</sup> day of December 2021

For the Union

For the Employer

Philip M. Bar

Paula Wintz

**COMPANY PROPOSAL #HK 9**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec 6<sup>th</sup>/21 Time: 13:52

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Articles 12.04 – Amend**

The Employer and the Union agree to replace “bump-back” with “bumping.”

E&OE

Signed off this  
For the Union

6<sup>th</sup>

day of

December

2021

For the Employer

Philip M. Bar

Paula White

**COMPANY PROPOSAL #HK 10 (Company 27)**

**v2**

WOP/E&OE

**Article(s): 14.09**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Feb 2/22 Time: 15:55

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

**14.09 Joint Consultation Committee**

The parties shall form a Joint Consultation Committee comprised of two (2) Union representatives and two (2) Employer representatives which shall meet at least every two (2) months or as needed until this Agreement is terminated. This Committee shall meet for the purpose of discussing issues relating to the workplace that affect the parties and to promote the cooperative resolution of workplace issues. This Committee shall meet where practicable on the Employer's time. The Joint Committee may call upon additional persons for advice.

E&OE

Signed off this  
For the Union

2<sup>nd</sup>

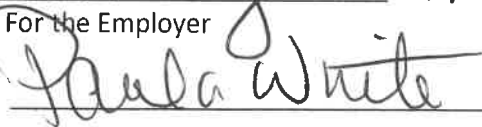
day of

February

2022

For the Employer





**COMPANY PROPOSAL #2**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec 21 Time: 16:24

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 6.02 – Amend**

Two (2) paid relief periods per day of fifteen (15) minutes each, one (1) morning and one (1) afternoon, shall be taken **except where amended by mutual agreement between employer and employee.**

E&OE  
Signed off this 6<sup>th</sup> day of December 2021  
For the Union Phillip M. Lee For the Employer Paula White

**COMPANY PROPOSAL #4**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec. 7/21 Time: 15:32

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 6.09 – Amend**

Overtime shall be banked automatically into a separate overtime bank. Employees shall give the Employer reasonable notice in advance of their intention to take cash or time off, such time off to be taken at a time mutually agreed upon between the Employer and employee. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings, i.e. hour for hour. Overtime taken as cash will be at the rate it was earned. ~~Overtime may also remain banked as pre-retirement leave.~~ Overtime must be taken within one (1) year of being earned or it will be transferred to pre-retirement bank.

E&OE

Signed off this

7<sup>th</sup>

day of

December

2021

For the Union

Phillip M. Bass

For the Employer

Paula White

**COMPANY PROPOSAL #5**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: 17<sup>th</sup> Dec / 21 Time: 15:34

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 8.02 – Replace**

First choice on annual vacation up to and including September 30 shall be selected by the employees by March 31 annually in order of seniority. After March 31 vacation requests for the first choice shall be granted on a first come first served basis.

8.02

(a) Vacations shall be selected by April 1st of each year, in order of seniority.

(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.

E&OE

Signed off this

17<sup>th</sup>

day of

December

2021

For the Union

Phillip M. [Signature]

For the Employer

Paulantini

**COMPANY PROPOSAL #6**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: DEC 8<sup>th</sup> Time: 13:24

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 8.06 – Amend**

On December 31st of each year regular and/or part-time employees shall be eligible for a vacation bonus of two percent (2%) of the gross earnings earned in the preceding twelve (12) months, such bonus to be paid out to the employees no later than January 31st of each year. In lieu of cash employees shall have the option of taking this bonus in equivalent paid time off, and if electing equivalent time off shall notify the Employer of such on or before December 31st of each year. Upon ~~termination~~ **resignation or retirement, or layoff** an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to day of ~~termination~~ **resignation or retirement, or layoff**

E&OE

Signed off this

8<sup>th</sup>

day of

December

2021

For the Union

For the Employer

Phillip M. Ba

Paula White

**COMPANY PROPOSAL #9**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec. 6/21 Time: 16:26

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 11.16 – New**

**11.16 Military Reserves Leave**

1. Upon request, the employee shall be granted leave of absence without pay in accordance with statutory requirements.
2. Employees will continue to accrue seniority during the period of leave.
3. The BCFMWU (group and disability) insurance will not cover employees while on this leave.
4. An employee may choose to use their vacation time while on this leave.

E&OE

Signed off this 6<sup>th</sup> day of December 2021

For the Union

For the Employer

Phillip M. Bo...

Paula...



**COMPANY PROPOSAL #10**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Feb 3/22 Time: 11:02'

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 11.11-Replace**

An employee adopting a child shall be granted up to six (6) months' leave of absence without pay, following adoption. Seniority shall accrue during adoption leave. All benefits will continue with payments made in accordance with the provisions of the Collective Agreement. Upon the employee's return, she/he will be granted his/her former position, with no loss of rank or salary.

An employee, upon production of appropriate documentation, is entitled to adoption leave without pay for a period not to exceed sixty-two (62) continuous weeks following the adoption of a child. The leave may be commenced at any time within seventy-eight (78) weeks following the adoption of a child.

The leave shall be considered as employment with the Employer for purposes of seniority, salary increments, vacation entitlement, and sick leave entitlement.

E&OE

Signed off this  
For the Union

3<sup>rd</sup>

day of

February.

2022

For the Employer

Phillip H. Bar

Paula White

**COMPANY PROPOSAL #12**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Feb 2/22 Time: 15:57

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 11.13**

The Employer shall grant to a member of the bargaining unit paid educational leave equivalent to one (1) week per year for the unit to attend the C.L.C. Winter School, including wages and tuition. Allocation of such leave shall be determined by the bargaining unit. All courses must be approved by the employer. Such approval shall not be unreasonably denied.

E&OE

Signed off this

2<sup>nd</sup>

day of

February

2021

2:00

For the Union

Phillip M. [Signature]

For the Employer

Paula White

**COMPANY PROPOSAL #13**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec 8<sup>th</sup>/21 Time: 1325

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 12.04 – Amend**

**12.04 Lay-off**

- (a) If a reduction of office staff is necessary, the Employer shall give notice to the Union four (4) months in advance of the lay-off. The Employer shall meet with the Union representatives and the following procedure shall be adopted: The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee to the same or lower labour grade providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.
- (b) Notwithstanding the notice requirement in paragraph (a), if a force majeure event occurs that in the Employer's determination necessitates layoff, the Employer may provide less than four (4) months' but no less than thirty (30) days' notice of layoff. For the purpose of this clause, the term "force majeure" refers to any extreme weather or geological event, war, insurrection, riot, civil disturbance, epidemic, the invoking of a force majeure clause by a other person with whom the Employer has a collective agreement, and any other cause, whether of the same or different kind, not within the control of the Employer and which significantly affects the Employer's function or its ability to perform that function.

E&OE

Signed off this

8<sup>th</sup>

day of

December

2021

For the Union

Phillip M. [Signature]

For the Employer

Randa White

**COMPANY PROPOSAL #14**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Feb 2/22 Time: 1:50

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 12.09 – Amend**

Regular employees on the recall list in order of seniority shall have the first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified. These recall rights are first and foremost over the spare board employee list and any existing consent order(s). The Employer will not hire or promote to such a classification while an eligible regular or regular part-time employee is on the recall list. **Employees who decline a vacancy in their former job classification or to a similar classification for which the employee is qualified shall be deemed to have elected severance pursuant to Article 12.06 (Promotions, Lay-Offs, Recall and Severance).**

E&OE

Signed off this

2<sup>nd</sup>

day of

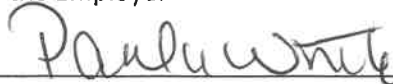
Feb

2022

For the Union



For the Employer



**COMPANY PROPOSAL #15**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Feb 3 / 22 Time: 11:30

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 12.13 – Delete**

The Employer agrees to consider qualified regular MoveUP members where possible to substitute or relief positions that occur within the UNIFOR bargaining unit, except Labour Relations Officer.

E&OE

Signed off this

3<sup>rd</sup>

day of

February

202

21<sup>st</sup>

For the Union

*Phillip M. Bar*

For the Employer

*Paula White*

**COMPANY PROPOSAL #16**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Feb. 2/2022 Time: 5:52

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 12.12 – Amend**

Should an employee be promoted to a ~~position in another bargaining unit~~, **position covered by the servicing unit agreement**, that employee must decide whether she/he will continue in the new position within a period of three (3) months. In the event the employee decides to come back to MoveUP Admin bargaining unit, she/he shall come back to his/her former position without loss of seniority and on the same wage scale as she/he was immediately prior to his/her promotion.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_  
For the Union

2nd

day of

February

2022

For the Employer

Philip M. [Signature]

Paula White

**COMPANY PROPOSAL #17**  
WOP/E&OE  
**Article(s):**  
Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_  
Date Agreed: Dec. 8/21 Time: 10:29  
Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_  
Document Number

**Article 14.10 – Amend**

There shall be established a joint Occupational Health, Safety and Environment Committee composed of ~~two (2) employees appointed by the Employer~~ **two employer representatives** and two (2) employees appointed by the Union. The committee shall meet ~~every three (3) months, or more often as agreed to by the parties. as needed, but no less than every 6 months.~~

Meetings will be held during the employees' normal working hours, and Union employee representatives shall continue to be paid for time spent attending committee meetings during such hours, to a maximum of 4 hours.

E&OE  
Signed off this 8<sup>th</sup> day of December 2021  
For the Union Phillip M. Bar For the Employer Paula White

**COMPANY PROPOSAL #18**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Feb 2/2022 Time: 1:54

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 16.01 – Amend**

The Employer will provide the Union with not less than three (3) months' notice, unless mutually agreed upon, of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes to job location.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_  
For the Union

2<sup>nd</sup>

day of

February

2021

For the Employer

Phillip A. Bar

Paula White



**COMPANY PROPOSAL #20**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: 7<sup>th</sup> Dec 2021 Time: 10:36

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**Article 21 – Amend**

Regular employees may have the option to bank the following into a pre-retirement bank: vacation credits in excess of eight days a year, and overtime credits.

**Any credits accumulated shall be used as paid scheduled time off immediately prior to retirement. Employees hired after July 31, 2021 will have their time bank capped at 300 hours. Any amount banked in excess of 300 hours shall be paid out to the employee.**

E&OE

Signed off this 7<sup>th</sup> day of December 2021

For the Union

For the Employer

Phillip M. Bar

Paula Antis

**COMPANY PROPOSAL #23**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec. 7/21 Time: 15:22

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**MOU 3 – Delete**

**MEMORANDUM OF UNDERSTANDING #3**

**BETWEEN: BC Ferry & Marine Workers' Union**

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

**HIRING PROCESS**

1. The Employer shall supply MoveUP with a list of requisite qualifications for work performed within the bargaining unit. These qualifications will be specific to the different jobs within the bargaining unit.
2. MoveUP will supply the Employer with a list of available, competent candidates who meet the qualifications for specific job(s) being filled.
3. The Employer has the right to test and/or interview the candidates supplied by MoveUP against the qualifications for the specific job being filled.
4. Any testing criteria will be agreed to between the parties.
5. MoveUP has the right to have a Union appointed observer present during the testing and/or interview process.
6. Those candidates who qualify through the testing and/or interview process will be placed on an eligibility list for the job being filled.
7. Should there be no competent and available candidates qualified through this process, the Employer then has the right to exercise its options under Article 2.02

E&OE

Signed off this 7<sup>th</sup> day of December 2021

For the Union

For the Employer

Phillip M. Ben

Paula White

**COMPANY PROPOSAL #24**

WOP/E&OE

**Article(s):**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Dec 6<sup>th</sup> / 21 Time: 16:29

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**MOU 4 – Amend**

OFFICE RELOCATION FROM THE GREATER NANAIMO AREA **NANAIMO REGIONAL DISTRICT**

E&OE

Signed off this  
For the Union

6<sup>th</sup>

day of

December

2021

For the Employer

Phillip H. Ba

Paula White

**COMPANY PROPOSAL #26**

WOP/E&OE

**Article(s): 11.18 counter to UP26**

Date Tabled: \_\_\_\_\_ Time: \_\_\_\_\_

Date Agreed: Feb. 2/22 Time: 13:36

Date Withdrawn: \_\_\_\_\_ Time: \_\_\_\_\_

Document Number

**11.18 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period.

The employee will be entitled to provisions of other leaves as seen in either Article 11 Leave of Absence or Article 10 Sick Leave.

The Union, the Employer and then employee will work together to tailor the general transition plan to the employee's needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment-free work environment and not accept any discriminating actions.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_  
For the Union

2<sup>nd</sup>

day of

Feb.

2021

For the Employer

Phillip M. Ba

Paula White



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 6/2021	13:24
UP #2	2	Amend, Housekeeping	

**ARTICLE 2 — UNION SECURITY**

**2.01**

The Employer agrees to employ only members of the Union, for all permanent, temporary or spareboard work. The Union agrees to provide competent and efficient employees on reasonable notice, provided members are available.

**2.02**

If competent help cannot be furnished, the Employer shall employ one of their his own choosing with the understanding that said employee, shall, as a condition of employment, become and remain a member of the Union, within fifteen (15) days.

**2.03**

The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15) of the following month. Together with a *list* of employees from whom such deductions were made. If requested, a copy of this list will be forwarded to the Job Steward(s). A list of employees from whom such deductions were made will be provided twice per year, and said list shall include the following upon the Union obtaining consent from the employees;

- a. Name and address
- b. Employee ID number
- c. Monthly salary
- d. Amount of dues deducted
- e. Work location
- f. Job classification
- g. Job title
- h. Employee status
- i. Date of hire

E&OE  
Signed off this 6<sup>th</sup> day of December 2021.

For the Union Philip M. Bas For the Employer Paula White

**2.04**

No employee shall be dismissed except for just and sufficient cause, nor be discriminated against or discharged for ~~his or her~~ their actions on behalf of the Union.

**2.05**

The Employer shall recognize the Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position. The Union shall inform the Employer of the names of the Job Steward(s).

**2.06**

The Job Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Job Steward(s) ~~will~~ shall obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

E&OE  
Signed off this 6<sup>th</sup> day of December 20 21

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 6 <sup>th</sup> / 2021	13:25
UP #3	4.05	Amend	

**ARTICLE 4 — DEFINITION OF EMPLOYEE**

**4.05**

Annual Vacations

- a) A spareboard employee shall receive vacation pay at a rate of six percent (6%) of ~~his/her~~ the employee's basic pay on each paycheque, or at ~~his/her~~ the employee's written request by November 30<sup>th</sup> for the subsequent calendar year, accumulating vacation pay once per year.
- b) Where a spareboard employee has been assigned to a leave without pay position, pursuant to Article 11.04, 11.10, 11.11, or 11.14, ~~she/he~~ the employee may opt at that time to receive vacation pay on each paycheque, or once a year as a lump sum payment. ~~She/he~~ The employee may request annual vacation, (equal to the amount of vacation earned prior to the vacation period), to be taken during that period. The leave itself will be without pay, but ~~she/he~~ the employee shall be returned to ~~she/he~~ the employee's assigned temporary duty upon the completion of ~~she/he~~ their vacation period, provided the temporary assignment is still available.

E&OE  
Signed off this 6<sup>th</sup> day of December 2021

For the Union Phillip M. B... For the Employer Paula White



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 7 <sup>th</sup> 2021	14:04
UP #4	6	Amend	

**ARTICLE 6 — HOURS OF WORK**

**6.01**

Seven and one-half (7½) hours shall constitute a day's work between the hours of 8:30 a.m. and 4:30 p.m. A regular employee's work week shall consist of four (4) consecutive days' thirty (30) hour week, between Monday to Friday inclusive, except where amended by mutual agreement between the Employer and the employee.

**6.02**

Two (2) relief periods per day of fifteen (15) minutes each, one (1) morning and one (1) afternoon shall be taken.

**6.03**

A one-half (1/2) hour lunch break shall be provided and taken near the middle of the regular working day, precise time to be arranged between the Employer and the employee.

**6.04**

All time worked before or after the regularly established working day shall be considered as overtime, and paid for at the rate of double time. All overtime shall be calculated in one-half (½)-hour increments and All overtime must be approved by the employer.

**6.05**

All regular full-time employees required to work overtime immediately following the regular work day shall be allowed one (1) hours' paid lunch period at the regular rate, provided such overtime is in excess of two (2) hours' work. Such estimated length of overtime work to be agreed upon by the Employer and the employee.

**6.06**

Employees hired on a part-time basis or temporary basis shall have their hours scheduled, and these hours shall fall between the hours of 8:30 a.m. and 4:30 p.m., between Monday and Friday inclusive. All work done outside of the scheduled hours and within the regularly established work day shall be considered as off-schedule hours and paid for at the regular rate.

E&OE  
Signed off this 7<sup>th</sup> day of December 2021

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



**6.07**

Employees called in to perform emergency or part-time work after their regularly scheduled hours shall be guaranteed a minimum of two (2) hours at overtime rate. If the emergency or part-time work does not require two (2) full hours, it shall be the employee's prerogative to go home and be paid the full two (2) hours.

**6.08**

Overtime shall be on a voluntary basis and all things being equal shall be evenly distributed amongst regular employees. It is understood that where special skills are required to perform a special function, the regular employee(s) possessing those skills will be offered the overtime. In the event there are no available regular employees to perform the overtime, the overtime shall then be offered to the part-time or casual employee(s)

**6.09**

Overtime shall be banked automatically. Employees shall give the Employer reasonable notice in advance of their intention to take cash or time off, such time off to be taken at a time mutually agreed upon between the Employer and employee. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings, i.e., hour for hour. Overtime taken as cash will be paid at the rate it was earned. Overtime may also remain banked as pre-retirement leave.

E&OE  
Signed off this 7th day of December 2021

For the Union

Phillip M. Bar

For the Employer

Paula White



**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

(Canadian Office and Professional  
Employees Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> 7 <sup>th</sup> Dec. 2021	<b>Time:</b> 15:15
UP #5	7	Amend	

**ARTICLE 7 — STATUTORY HOLIDAYS**

**7.01**

The employer agrees to provide all full-time and regular part-time employees with the following Statutory Holidays without loss of pay:

New Year's Day	*Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	<u>National Day for Truth and Reconciliation</u>
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

The latter one-half(1/2) of the employee's last working day before Christmas. The latter one-half (1/2) of the employee's last working day of the year.

\*(2<sup>nd</sup> Monday in February)

And/or any other day that may be stated as a legal holiday by the federal. Provincial and/or civic government. When a Statutory Holiday(s) falls on a Saturday or Sunday, or day of rest, the holiday(s) shall be designated on the regular work day preceding and/or following the holiday.

E&OE

Signed off this

7<sup>th</sup>

day of

Dec

2021

For the Union

*[Signature]*

For the Employer

*[Signature]*



(Canadian Office and Professional Employees Union, Local 378)


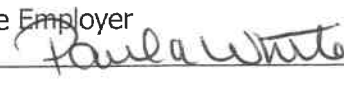
**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 8 / 2021	10:55
UP #8	9.01 d	Amend, New	

**ARTICLE 9 – BENEFIT PACKAGE**

d) The employer shall amend the Extended Health Plan provisions to provide for four hundred dollars (\$400) 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) for laser vision correction as a lifetime family maximum.

E&OE  
Signed off this 8<sup>th</sup> day of December 2021

For the Union  For the Employer 



**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec 8/2021	10:57.
UP #9	9.01 e	Amend, New	

**ARTICLE 9 – BENEFIT PACKAGE**

**9.01**

- e) BC Ferry and Marine Workers Union to reimburse for receipted expenses for the shingles Vaccine for Employees and dependents covered under the Health and Welfare Plan.

E&OE  
Signed off this 8<sup>th</sup> day of December 2021.

For the Union

*[Signature]*

For the Employer

*[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>		<b>Date:</b>	<b>Time:</b>
<b>Number</b>	<b>Affected Article/MOU</b>	Dec 7 <sup>th</sup> .	11:24
UP #10	9.02 & 9.03	Amend, New	

**ARTICLE 9 – BENEFIT PACKAGE**

**9.02**

- (a) All regular and regular part-time employees shall be members of the Public Service Pension Plan (PSPP) in accordance with the Plan rules regarding enrolment and eligibility. The employee will provided a top up of the difference between the Employer’s PSPP contribution rate and 10% (if applicable.) Increase 10% to 10.5% August 1, 2010.
- (b) 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 Public Service 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 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”)

The Incentive Payment will be:

- (i) An amount equal to what the Employer would have contributed to the 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 31<sup>st</sup> in each year that the Eligible Employee is employed in regular part-time positions described in b(i) or (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.

E&OE  
Signed off this 7<sup>th</sup> day of December 2021

For the Union Phillip A. Bar

For the Employer Paula White



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP #11	9.04 & 9.05	Feb 3 / 2022 <i>Amend, New</i>	14:57

**ARTICLE 9 – BENEFIT PACKAGE**

**9.04**

- (a) The Employer will provide the employees with an Annual Health Spending Account of \$525.00 per calendar year. This benefit is not cumulative beyond December 31st of the following calendar year and may be applied to expenses related to the employee and their qualifying dependents as per the BCFMWU benefits plan, policy #28077-814413.
- (b) The annual health spending account is private and confidential, and only subject to review by the administrator of the accounts.

**9.05**

- a) The Employer shall provide the Union with a copy of each Benefit Plan contract and any amendments made to such contracts.
- b) The Employer will ensure that employees shall suffer no loss or reduction of coverage as a result of a change in carrier of a Benefit Plan.

E&OE  
Signed off this 3<sup>rd</sup> day of February 2022.

For the Union *Philip M. Bar* For the Employer *Paula White*



**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

(Canadian Office and Professional  
Employees Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec 7 <sup>th</sup> / 2021	16:32
UP #12	9.06	Amend, New	

**ARTICLE 9 – BENEFIT PACKAGE**

**9.06**

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 dollars (\$100.00)~~ two hundred dollars (\$200.00) annually for fees in 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.

E&OE

Signed off this

7<sup>th</sup>

day of

December

20 21

For the Union

*Phillip M. Bar*

For the Employer

*Paula White*



**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

(Canadian Office and Professional  
Employees Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Feb. 3 / 2022	15:16
UP #13	9.07	Amend, New	


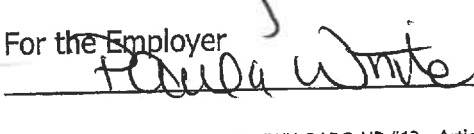
**ARTICLE 9 – BENEFIT PACKAGE**

**9.07**

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 fifteen (15) 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 equal to five (5) weeks' pay.
- (iii) The service bonus may be taken as salary continuance paid in cash or by transfer to an Employee's Registered Retirement Savings Plan (RRSP), at the Employee's option.

E&OE  
Signed off this 3<sup>rd</sup> day of February 2022

For the Union  For the Employer 





(Canadian Office and Professional Employees Union, Local 378)

# BCFMWU PROPOSALS 2021 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 17 <sup>th</sup> / 2021	15:51
UP #14	9.08	Amend, New	

## ARTICLE 9 – BENEFIT PACKAGE

### 9.08

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.

E&OE  
Signed off this 17<sup>th</sup> day of December 2021.

For the Union  For the Employer 



**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec 7 <sup>th</sup> / 2021	14:07
UP #15	9.09	Amend, New	

**ARTICLE 9 – BENEFIT PACKAGE**

**9.09**

The Employer shall provide a mutually acceptable group life insurance plan with benefits equivalent to three (3) times an employee's annual earnings to a non-evidence maximum of one hundred and sixty-two thousand (\$162, 000), and a maximum benefit of one million (\$1, 000, 000)

E&OE  
Signed off this 7<sup>th</sup> day of December 2021.

For the Union Phillip M. Bass For the Employer Raula Winto



**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

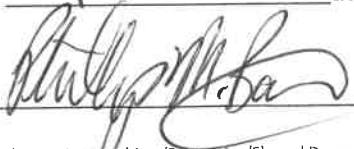
<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 7 <sup>th</sup> / 2021	11:24-
UP #17	10.02	Amend	

**ARTICLE 10 – SICK LEAVE**

10.02

- (a) In order to assist in manpower planning employees on sick leave under this Article will advise the Employer no later than noon the day before of their intention to return to work.
- (b) On a return from an absence of six (6) months or more, the employer ensures the right of employee(s) to return to their position within ~~five (5)~~ two (2) years of the start of the absence from work. In the event an employee returns pursuant to this clause, the Employer is exempted from Article 12.03 and 12.05, however must adhere to the Employment Standards Act. Article 12.04 will apply however the returning employee shall give the Employer four (4) weeks' notice prior to ~~her/his~~ their intention to return to their position.

E&OE  
Signed off this 7<sup>th</sup> day of December 2021

For the Union 

For the Employer 



**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 7 <sup>th</sup> /21	14:10
UP #18	11.01	Amend and Housekeeping	

**ARTICLE 11 – LEAVE OF ABSENCE**

**11.01 Bereavement Leave**

- (a) In the case of bereavement leave in the immediate family, an employee shall be entitled to special leave, at his/her the employee's 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 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 an illness of the relative who dies and for whom the bereavement leave is granted.
- (b) Immediate family is defined as an employee's parent, spouse, child, legal ward, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other relatives 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.
- (c) 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 day at regular pay for the purpose of attending the funeral.
- (d) 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.

E&OE  
Signed off this 7<sup>th</sup> day of December 2021

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



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 17 <sup>th</sup> / 2021	14:13
UP #20	11.03 – 11.09	Amend and Housekeeping	

**ARTICLE 11 – LEAVE OF ABSENCE**

**11.03 Family Illness Leave**

- (a) If an immediate family member, as defined in clause 11.01(b) is ill or hospitalized, an employee shall be entitled to two (2) days paid leave at his/her their regular pay any one time for this purpose.
- (b) The maximum length specified for each circumstance shall not be exceeded: however, the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave plus leave granted under special leave does not exceed ten (10) working days per calendar year, unless additional special leave is approved by the Employer.
- (c) Upon request of the Employer, the employee shall provide reason(s) for absence in writing.

**11.04 Full-time Union Duties**

- (a) The Employer shall grant, on written request, leave of absence without pay for employees selected for a full-time position with the Union or an affiliate of the Union. On returning, the employee shall be eligible to return to ~~his/her~~ their former position with the Employer at the point of assembly nearest ~~his/her~~ their residence.
- (b) Further, the employee shall be permitted to transfer laterally from the point of assembly nearest ~~his/her~~ their residence or go directly to another point of assembly, if a vacancy exists in employee becomes eligible to return to work.
- (c) Where an employee elects to transfer to another point of assembly, there shall be no additional cost to the Employer.

**11.05 Time Off for Union Business & Trainee Union Representative Leave**

E&OE  
Signed off this 17<sup>th</sup> day of December 2021

For the Union 

For the Employer 

- (a) Time off for Union business as specified below shall be granted by the Employer provided the Union has applied for the leave eight [8] working days in advance.
  - 1) *Without Pay*: Leave of absence without pay and without loss of seniority shall be granted for Union business.
  - 2) *With Pay*: Leave of absence with regular pay and without loss of seniority shall be granted:
    - i) for up to two (2) employees on a bargaining committee to carry on negotiations with the Employer
    - ii) to job stewards or their alternates to perform their duties as job stewards
- (b) Leave of absence granted under this clause shall include sufficient travel time.
- (c) The Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions;
  - i) the time of leave will be subject to departmental operating considerations
  - ii) the period of absence will not exceed four (4) continuous months, unless otherwise agreed by the Employer.

**11.06 Leave for Court Appearance**

- (c) An employee in receipt of his/~~her~~ their regular pay while serving at court shall remit to the Employer all monies paid to him/~~her~~ the employee by the court, traveling and meal expenses not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/~~her~~ their official capacity shall be at his/~~her~~ the employee's regular pay.
- (g) If an employee is required to attend at court under (d) and (e) above on a day of rest, his/~~her~~ the employee's schedule shall be changed in accordance with clause 5.01 and the day off shall be taken at a mutually agreeable time.

**11.07 Elections**

- (a) Any employee eligible to vote in a Federal or Provincial election shall have four consecutive clear hours during the hours in which the polls are open in which to cast his/~~her~~ their ballot.

---

E&OE  
 Signed off this 17<sup>th</sup> day of December 2021

For the Union *Philip M. Bar* For the Employer *Paula White*

- (b) Any employee eligible to vote in Municipal elections or referenda shall make every effort to vote on his/her the employee's own time on election day or in advance polls. Any employee who can demonstrate that she/he the employee is unable to vote because she/he the employee is working, shall have four (4) hours clear of work to cast she/he their ballot.

**11.08 Political Activity and Public Office**

(a) *Municipal and School Board Offices:*

Employees may seek election to municipal and school board offices, provided that:

- 1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working-hours as an employee of the BC Ferry & Marine Workers' Union.
- 2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the Employer position. Where Municipal Council or School Board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings, provided a qualified relief is available.

(b) *Federal and Provincial Offices:*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay to engage in the election campaign.

(c) *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 years. On returning, the employee shall be eligible for the first available vacancy within the Employer at the point of assembly nearest his/her the employee's residence.

**11.09 General Leave**

- (a) The Employer shall grant leave of absence without pay to an employee provided a qualified relief is available.
- (b) General leave shall not be granted to allow an employee to work for another employer, become self-employed, or upgrade education skills which are intended solely to qualify the employee for employment outside of the BC Ferry & Marine Workers' Union.

E&OE  
Signed off this 7th day of December 20 21

For the Union

Phillip M. Bar

For the Employer

Paula Winters



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 6 <sup>th</sup> / 2021	15:54
UP #21	11.10 - 11.13	Amend and Housekeeping	

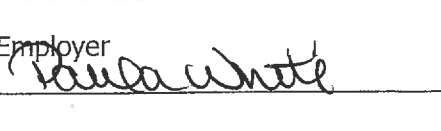
**ARTICLE 11 — LEAVE OF ABSENCE**

**11.10 Deferred Salary Leave Plan**

- (a) Regular employees may participate in the plan.
- (b) Regular employees must apply to their Manager for approval to participate in the plan.  
Plan participants:
  - (1) May defer a minimum of ten percent [10%] to a maximum of thirty-three and one-third percent [33.33%] of their gross monthly regular pay.
  - (2) Must select the number of months over which they will defer salary at the time of application. The overall deferral period cannot be less than one year, and cannot exceed six years.
  - (3) Must declare the dates of the leave period. The leave period will be a minimum of six consecutive months and a maximum of twelve consecutive months.
  - (4) Must complete both the deferral and leave period within a seven-year [7] time frame.
  - (5) May request approval to increase the percentage of contribution once per year, to a maximum of thirty-three and one-third percent [33.33%] of gross regular monthly pay.
- (c) In the event of financial hardship, and with the approval of the Manager, participants may apply to change the amount of pay deferred, but it may not be reduced to less than ten percent [10%] of gross monthly regular pay.

E&OE  
Signed off this 6<sup>th</sup> day of December 2021

For the Union 


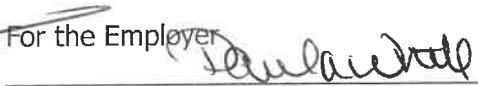
For the Employer 



- (d) A participant may apply to cancel from the plan in the event of:
- 1) extreme financial hardship;
  - 2) extreme personal difficulty;
  - 3) total and permanent disability;
  - 4) transfer or promotion to a position where participation is not approved.
- (e) Participants will continue to accrue seniority during the period of leave.
- (f) The leave period may be delayed by mutual agreement between the parties.
- (g) 1) An employee who elects to maintain coverage for medical, extended health, dental, group life or the Long-Term Disability Plan must submit the employee's share of the premium in advance of the leave of absence. The Employer will continue to cover its share of premiums.
- 2) Rules and regulations governing Income Tax, Canada Pension, Employment Insurance and Superannuation will apply.
- (h) In the event that deferred leave is not taken under (d) above, all monies, plus interest accrued, will be paid to the employee in a lump sum payment.
- (i) Where an illness or injury occurs during a period of leave under this plan which prevents the employee from returning to work on the scheduled day of return, the Short Term shall be effective from the date of where an illness or injury occurs during a period of leave under this plan which prevents the disability due to illness or injury and benefits shall be paid for the balance of the six month period remaining from the scheduled date of return to work.
- (j) On return from leave, a participant will return to his/her the employee's former position, or a position of equal rank and pay, and must return to work for a period not less than the period of leave. The Deferred Salary Leave Plan cannot serve as an early retirement benefit.

---

E&OE  
Signed off this 6<sup>th</sup> day of December 2021

For the Union  For the Employer 

---

**11.11 Adoption Leave**

An employee adopting a child shall be granted up to six (6) months' leave of absence without pay, following adoption. Seniority shall accrue during adoption leave. All benefits will continue with payments made in accordance with the provisions of the Collective Agreement. Upon the employee's return, she/he the employee will be granted his/her their former position, with no loss of rank or salary.

**11.12 Education Leave**

- (a) In the event that an employee's position becomes redundant due to new equipment or procedures for which the employee would require training or in the event that the employee, at the request of the Employer, agrees to undergo training for expanded requisite duties, the employer agrees to maintain the employees' pay and benefits for the time required by the established syllabus to acquire those qualifications. In the case of the above the Employer will pay tuition and an examination fee.
- (b) If an employee requests to take a course to improve their skills specific to their position with the Employer education leave without pay shall not be unreasonably withheld. Education leave without pay shall not exceed two (2) weeks in any one (1) calendar year, unless agreed to by the Employer. The Employer agrees to pay tuition and examination fees in advance, it being understood that in the event the employee does not successfully complete the course the tuition and examination fees are to be paid back to the Employer.

**11.13 Union Education**

The Employer shall grant to a member of the bargaining unit paid educational leave equivalent to one (1) week per year for the unit to attend the C.L.C. Winter School, including wages and tuition. Allocation of such leave shall be determined by the bargaining unit.

E&OE  
 Signed off this 6<sup>th</sup> day of December 2021

For the Union Phillip M. [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Feb. 3/22	11:03
UP #22	11.14	Amend and Housekeeping	

**ARTICLE 11 — LEAVE OF ABSENCE**

**11.14 Maternity/Parental Leave**

- (a) ~~A pregnant employee, or an employee whose spouse is pregnant, who shall qualify for leave under this Article.~~
- (b) ~~Upon request, the employee shall be granted leave of absence without pay for a maximum of fifty two (52) weeks. The request for leave must be made at least four weeks prior to the leave commencement date. An employee who requests a leave commencement date to begin within thirty (30) days of the estimated date of birth may be required by the Employer to produce a certificate of good health from a qualified medical practitioner.~~
- (c) ~~Illness arising due to pregnancy during employment may be charged to normal sick leave credits.~~
- (d) ~~Upon the employee's return, she/he the employee will be granted his/her their former position with no loss of rank or salary.~~
- (e) ~~Seniority shall accrue during maternity/parental leave. All benefits will continue with payments made in accordance with the provisions of the Collective Agreement.~~

**11.14 PREGNANCY AND PARENTAL LEAVE**

a) **Pregnancy Leave**

(1) Pregnancy Leave—General

- i. A pregnant employee shall be granted a pregnancy leave of up to seventeen (17) weeks in duration. The leave will begin no earlier than thirteen (13) weeks before the expected birth date.
- ii. In the event a pregnancy terminates prior to twelve (12) weeks before the expected birth date, the employee shall be entitled to pregnancy leave.

E&OE  
Signed off this 3<sup>rd</sup> day of February 2022.

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

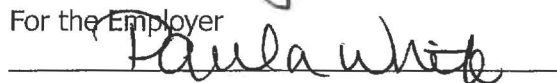
- iii. A pregnant employee shall notify the Employer in writing of the expected birth date. Such notice will be given at least four (4) weeks in advance of the date on which the pregnancy leave of absence is to commence.
- iv. The commencement of pregnancy leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- v. Absence due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence per Article 10.01 (Sick Leave) provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits.
- vi. During the leave the employee shall continue to receive the benefits under Article 9 (Benefit Package).
- vii. Supplemental Employment Insurance Benefits shall be available pursuant to Article 11.14 (b) (Supplemental Employment Insurance Benefit Plan—Pregnancy and Parental Leave).
- viii. The leave shall be considered as employment with the Employer for purposes of seniority, salary increments, vacation entitlement, and sick leave entitlement.
- ix. Return Provisions
  - a. The employee shall return to the assignment which they held prior to taking leave.
  - b. Where the Employer agrees, the employee may return to work prior to the expiration of the leave.
  - c. An employee on pregnancy leave who intends to return to work shall notify the Employer at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the pregnancy leave of her intent to return to work, whichever is the earlier date.
  - d. Employees requesting both pregnancy and parental leave (per Article 11.14(a), (1) and (c) must apply for them both at the same time.

E&OE  
Signed off this 3<sup>rd</sup> day of February 2022

For the Union



For the Employer



(b) Supplemental Employment Insurance Benefit Plan—Pregnancy and Parental Leave

An employee who qualifies for pregnancy or adoption leave pursuant to Article 11.11, 11.14 (a), and (vii) (Pregnancy Leave and Adoption Leave), shall be paid a pregnancy/adoption leave allowance in accordance with the Supplemental Employment Insurance Benefit Plan (SEIB) Plan.

In order to receive this allowance, the employee must provide the Employer 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 pregnancy/adoption leave allowance.



(2) Pursuant to the SEIB plan, the pregnancy/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 employment 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) On written request, an employee shall be granted a leave of absence without pay for parental reasons as follows:
  - i. for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) weeks of unpaid leave (up to 78 consecutive weeks inclusive of pregnancy and parental leave) beginning immediately after the end of the pregnancy leave taken unless the employer and employee agree otherwise;
  - ii. it is understood that the parent who takes pregnancy leave is not obligated to take the full sixty-one (61) weeks of unpaid leave and may elect for a shorter leave;

E&OE  
Signed off this 3<sup>rd</sup> day of February 20 22.

For the Union  For the Employer 

- iii. for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after the birth;
- iv. it is understood that the parent who does not take pregnancy leave is not obligated to take the full sixty-two (62) weeks of unpaid parental leave and may elect for a shorter leave; and
- v. the Employer may require submission of a birth certificate for the child(ren) of an employee who is applying for parental leave prior to the commencement of such leave.

(2) An employee shall request parental leave at least four (4) weeks in advance of the date of commencement of the leave.

(3) The leave shall be considered as employment with the Employer for purposes of seniority, salary increments, vacation entitlement, and sick leave entitlement.

(4) Continuation of Benefits

An employee while on parental leave shall be entitled to continue full benefit plan coverage and benefits under this Agreement.

(d) Parental Leave Allowance

(1) An Employee who qualifies for parental leave pursuant to Article 11.14(a) and (vii), shall be paid a parental leave allowance in accordance with the SEIB Plan.

In order to receive this allowance, the Employee must provide to the Employer 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 SEIB 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 allowance equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) of the employee's basic pay.

E&OE  
Signed off this 3<sup>rd</sup> day of February 2022

For the Union

Phillip A. Bar

For the Employer

Alicia White



(Canadian Office and Professional Employees Union, Local 378)

# BCFMWU PROPOSALS 2021 Union Proposals (UP Item)

<b>Union Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP #23	11.15	Dec 6 / 2021	15:56
<i>Amend and Housekeeping</i>			

## ARTICLE 11 – LEAVE OF ABSENCE

### 11.15 Compassionate Care Leave

*twenty seven (27) PB*

An employee shall be entitled to up to ~~twenty six (26)~~ weeks unpaid Compassionate Care Leave to provide care or support to a family member who has a serious medical condition with a significant risk of death within 26 weeks if they meet conditions as established in accordance with the provisions of section 52.1 of the Employment Standards Act of British Columbia. Benefits in accordance with Article 9.01 shall be continued during this leave.

In accordance with the provisions of section 52 of the Employment Standards Act of British Columbia, an employee shall be entitled up to 5 days of unpaid leave during the employment year to meet responsibilities related to:

- a) The care, health, or education of a child in the employee's care, or:
- b) The care, health of any other member of the employee's immediate family.

E&OE  
 Signed off this 6<sup>th</sup> day of December 2021  
 For the Union *[Signature]* For the Employer *Paula White*



(Canadian Office and Professional Employees Union, Local 378)

# BCFMWU PROPOSALS 2021 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP #24	11.16	Dec. 6 <sup>th</sup> / 2021	16:05.
		<i>Amend and Housekeeping</i>	

## ARTICLE 11 – LEAVE OF ABSENCE

### **11.16 Domestic or Sexual Violence Leave**

The employer will grant an employee up to five (5) days of paid leave to deal with issues related to domestic violence. Notwithstanding the above, the employer also agrees that requests for unpaid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

In addition the employer will grant in each calendar year:

- (a) up to 10 days of unpaid leave, in units of one or more days or in one continuous period, and
- (b) in addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave.

E&OE  
Signed off this 6<sup>th</sup> day of December 2021

For the Union *Phillip M. Bar* For the Employer *Rowena White*





(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**


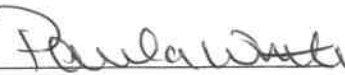
<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 8 / 2021	11:05
UP #25	11.17	Amend and Housekeeping	

**ARTICLE 11 — LEAVE OF ABSENCE**

**11.17 First Responder Leave**

Employees who are volunteer emergency and rescue workers will receive five (5) days paid leave to provide emergency services when dispatched.

E&OE  
Signed off this 8<sup>th</sup> day of December 2021

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 6 <sup>th</sup> / 2021	13:35
UP #27	12	Amend	

**ARTICLE 12 — PROMOTIONS, LAY-OFFS, RECALL AND SEVERANCE**

**12.01**

The Employer shall fill bargaining unit job vacancies from within the office hiring new employees, providing employees are available with the necessary qualifications to fill vacant positions and in accordance with Article 3.

**12.02**

Promotions shall be made on the basis of seniority, ability and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected.

**12.03**

- a) When a new position is established or the duties of an existing position are significantly changed, the Employer shall set an interim salary and category for such position and notify the Union. The Union may, at its discretion, negotiate with the Employer, the salary and category and if agreement cannot be reached, the matter may be referred to arbitration as provided in this agreement.
- b) When a Contract or Temporary position is proposed by the Employer and it is not identified under the current classification in Appendix A, the Employer will meet with the Union Representative and establish the conditions of employment prior to filling the position. If agreement cannot be reached, the matter may be referred to arbitration as provided in the agreement.

E&OE  
Signed off this 6<sup>th</sup> day of December 2021.

For the Union  For the Employer

**12.04**

If reduction of office staff is necessary, the Employer shall give notice to the Union four (4) months in advance of the lay-off. The Employer shall meet with the Union representatives and the following procedure shall be adopted: The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee to the same or lower labour grade providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

**12.05**

- a) Employees agree to give (2) weeks' notice of resignation, except in extraordinary or unusual cases.
- b) All regular employees shall be given four (4) weeks' notice of lay-off or four (4) weeks' salary in lieu of notice.
- c) Regular employees who have completed five (5) continuous years of service to be given five (5) weeks' notice of lay-off or five weeks pay in lieu of notice.

**12.06**

- a) Severance pay shall be paid to employees who lose their jobs as a result of mergers, changes in administrative procedures, automation, consolidation, or suspension of business, reduction of work, or relocation. The amount of such severance pay shall be two (2) weeks' pay at current salary for each year service with the Employer and shall not exceed twenty-six (26) weeks' pay.
- b) An employee who chooses to be laid-off and placed on the recall list may elect:
  - i) to terminate during the recall period and be paid ~~his/her~~ their severance pay entitlement upon termination;
  - ii) to remain on the recall list and be paid severance pay entitlement upon expiration of the recall period, should they not be recalled.

**12.07**

Any regular full-time or part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of twenty-four (24) months.

Signed off this 6<sup>th</sup> day of December 2021  
For the Union [Signature] For the Employer [Signature]

**12.08 Recall**

Notice of recall to an employee who has been laid-off shall be made by double registered mail to the employee's last known address with a copy to the Union. The employee must respond to such notice within ten (10) days of receiving it or possibly lose rights of seniority and recall, however, an employee who is prevented from responding to a recall notice because of illness or other reasons beyond the employee's control, shall not lose such rights thereby. It is the responsibility of the employee on recall to ensure that his/her the employee's current address is provided in writing to both the Union and the Employer.

**12.09**

Regular employees on the recall list in order of seniority shall have the first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified. These recall rights are first and foremost over the spare board employee list and any existing consent order(s). The Employer will not hire or promote to such a classification while eligible regular or regular part-time employee is on the recall list.

**12.10**

Recalled employees shall receive their former salary and any salary increments to which employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such lay-off period.

**12.11**

Should the Employer relocate the office or open a sub-office, all regular employees shall have the right, in order of seniority, subject to their ability to perform the duties of the positions, to relocate to an available position at the new location or sub office.

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

Signed off this 6th day of December 2021.

For the Union 

For the Employer 

b) Transfer expenses are provided as follows;

1. Maximum four (4) days at full pay for the actual move
2. Cost of moving household effects to 15,000 pounds
3. Insurance on effects to \$30,000
4. Connecting new services to \$100
5. Incidental moving expenses to \$150
6. Storage, maximum 2 months
7. Real Estate commission to \$7000
8. Legal fees – Registration of deed, Land Registration, searches, certificates of encumbrances, photocopies, telephone; filing fees, miscellaneous office expense, solicitor's fee 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 agreements.

**12.12**

Should an employee be promoted to a position in another bargaining unit, that employee must decide whether ~~she/he~~ they will continue in the new position within a period of three (3) months. In the event the employee decides to come back to the MoveUP support staff bargaining unit, ~~she/he~~ the employee shall come back to ~~his/her~~ their former position without loss of seniority and on the same wage scale as ~~she/he was~~ they were immediately prior to ~~his/her~~ the employee's promotion.

**12.13**

The Employer agrees to consider qualified regular Move UP members where possible to substitute or relief positions that occur within the UNIFOR MoveUP L.R.O. bargaining unit, except Labour Relations Officer.

Signed off this 6th day of December 2021,  
For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 6 <sup>th</sup> /2021	13:25
UP #28	13	Housekeeping, Amend	

**ARTICLE 13 – WAGES**

**13.01**

Employees covered by this Agreement shall receive the wages as documented in Appendix "A" it being understood that such are minimum wages and that any Employer recognizing experience and ability may adjust the wage upwards if it so desired.

**13.02**

Whenever an employee in a lower rated category is required to perform work in a higher rated category. ~~She/he~~ The employee shall be paid the higher rate for all time employed in the higher classification.

**13.03**

The rate of pay of any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of an employee which may be in dispute, the matter may be submitted to the Arbitration procedure, as defined in Article 19 of this Agreement.

**13.04**

Employees shall be paid bi-weekly on every second Thursday by the end of the business day.

E&OE  
Signed off this 6<sup>th</sup> day of December 2021.

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 6 <sup>th</sup> / 2021	13:37
UP #29	14.01- 14.10	Amend and Housekeeping	

**ARTICLE 14 — GENERAL**

**14.01**

All members of the Union shall use their Union Label, Labels to be provided by the Union.

**14.02**

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

**14.03**

Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

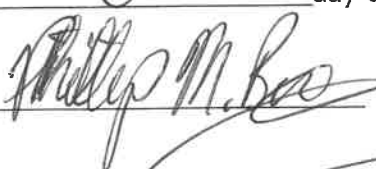
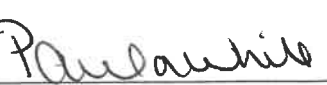
**14.04**

- a) No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit unless such work is of an emergency nature and there are not members of the bargaining unit available. The union will supply to the Employer a current list of available, unemployed members indicating the individuals' qualifications, availability and minimum hours acceptable.
- b) Notwithstanding Article 13.04 (a) above:  
Conventions, Conferences and Bargaining: In the event regular employees cannot be released for the above-noted tasks then the Employer may with Union consent contract out the work to an outside Agency.

**14.05**

The Parties hereto subscribe to the Human Rights Code of British Columbia (1995) and as amended from time to time. The Parties further agree to uphold and abide by the terms and conditions therein set-out.

E&OE  
Signed off this 6<sup>th</sup> day of December 2021.

For the Union  For the Employer 

**14.06**

It shall not be violation of this Agreement or cause for discharge and/or discipline of any employee in the performance of ~~his/her~~ their duties, to refuse to cross a legal picket line.

**14.07**

- (a) An employee shall be entitled to review the contents of ~~his/her~~ the employee's personnel file in the BCFMWU Office in which the file is normally kept. Where it is not possible, the job steward may examine the record on behalf of an employee provided ~~she/he~~ the steward has written authorization from the employee to do so.
- (b) The Employer shall inform an employee of any documents placed on ~~his/her~~ the employee's file which may be the basis of disciplinary action. In the event an employee disputes any such entry in ~~his/her~~ the employee's file, Article 18.05 of the grievance procedure shall apply. Upon the employee's request any disciplinary documentation shall be removed from the employee's personnel file after eighteen (18) months from the date of issue provided there has not been a further infraction of a similar nature.

**14.08**

Mileage shall be paid to employees required to use their own vehicles for Employer business. The rate of compensation will be pursuant to the Employer's financial policy.

**14.09 Joint Consultation Committee**

The parties shall form a Joint Consultation Committee comprised of two (2) Union representatives and two (2) Employer representatives which shall meet at least every two (2) months until this Agreement is terminated. This Committee shall meet for the purpose of discussing issues relating to the workplace that affect the parties and to promote the cooperative resolution of workplace issues. This Committee shall meet where practicable on the Employer's time. The Joint Committee may call upon additional persons for advice.


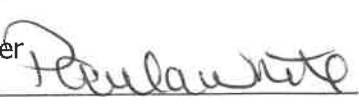
**14.10 Joint Occupational Health, Safety and Environment Committee**

There shall be established a joint Occupational Health, Safety and Environment Committee composed of two (2) employees appointed by the Employer and two (2) employees appointed by the Union. The committee shall meet every three (3) months, or more often as agreed to by the parties.

Meetings will be held during the employees' normal working hours, and Union employee representatives shall continue to be paid for time spent attending committee meetings during such hours, to a maximum of 4 hours.

---

E&OE  
Signed off this 6<sup>th</sup> day of December 2021.

For the Union  For the Employer 





(Canadian Office and Professional Employees Union, Local 378)

**BC Ferry & Marine Workers'  
(LRO's)  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Feb 3 / 2022	14:50
UP#30	14.11	NEW- Impact of Legislation	

**Impact of Legislation**

1. In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2. In the event that existing or future federal or provincial legislation should render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
3. In that event, the Union and the Employer shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
4. The Union and the Employer agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
5. If after forty-five (45) working days from the commencement of negotiations, the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.
6. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

E&OE

Signed off this

3<sup>rd</sup>

day of

February

20 22

For the Union

For the Employer

Paula White



(Canadian Office and Professional Employees Union, Local 378)

# BCFMWU PROPOSALS 2021 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 6 <sup>th</sup> /2021	13:37
UP #31	16	Amend and Housekeeping	

## ARTICLE 16 — TECHNOLOGICAL OR PRODEDURAL CHANGE & SEVERANCE PAY

### 16.01

The Employer will provide the Union with not less than three- (3) months' notice of intention to introduce automation, equipment or changes in administrative procedures which might result in the reduction of personnel and/or changes to job location.

### 16.02

- (a) An employee becoming redundant due to new equipment or procedures shall be eligible for retraining to qualify for the operation of such new equipment or procedure, or to qualify for his/her the employee's revised position. Such retraining shall be provided by the Employer without cost and without loss of pay to the affected employee.
- (b) The Employer shall provide in writing as soon as available the following information:
  - i) nature of change(s)
  - ii) the date the change(s) shall take place
  - iii) approximate number, type and location of employees likely to be affected by the change(s)
- (c) At the request of either party meeting shall be held on the Employer's time to exchange information with respect to workplace technology.

### 16.03



In cases where the retraining of an employee is not practical, the employee shall elect:

- (a) to exercise his/her the employee's bumping rights in accordance with Article 12.04;
- (b) to be placed on the recall list in accordance with Article 12.07;
- (c) to terminate employment.

### 16.04

Severance pay as provided for in Article 12.06 shall be due and payable immediately upon termination to an employee who elects for termination of employment pursuant to Article 16.03.

E&OE  
Signed off this 6<sup>th</sup> day of December 2021

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec. 6 <sup>th</sup> / 2021	13:38
UP #32	17	Amend and Housekeeping	

**ARTICLE 17 — HEALTH AND SAFETY**

**17.01**

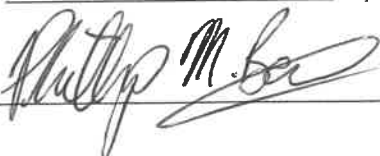
Employees who are required to work with computers shall be entitled to the following:

- a) Eye examinations by an Ophthalmologist, of the employee's choice, shall be taken before any employees start operating a computer. Another eye examination shall be taken after six (6) months and once per year thereafter.
- b) The Employer shall grant leave of absence with pay not to exceed two (2) hours for employees to have such tests. The Employer shall assume costs of such tests where such costs are not covered by insurance.
- c) If eye tests result in either new or special glasses, or a change in prescription lenses being prescribed due to employment, the Employer shall assume the costs of such eyeglasses where such costs are not covered by insurance.
- d) Employees who are far-sighted or who wear bi-focals, may require a different pair of glasses/contact lenses with focal point of 18 to 24 inches for working a computer. Where the cost of these special glasses/contact lenses are not covered by insurance, the Employer shall assume the costs, up to maximum of one hundred (\$100.00) every two (2) years.

**17.02**

- (a) It is agreed that a pre-existing visual disability shall not be used as grounds to discriminate against employees with corrective lenses and deny them employment at the computer.
- (b) It is agreed that if an employee, at the date of hire, has a disability, he/she the employee shall be ineligible to claim severance pay under this Section for loss of employment due to that disability.

E&OE  
Signed off this 6<sup>th</sup> day of December 2021

For the Union 

For the Employer 

**17.03**

The Employer shall provide inspection, and if necessary repairs to ensure that the equipment meets all operating standards and pertinent Federal, Provincial or Workers' Compensation Board standards. Where higher standards exist or are established governing the operation of computers, and health standards for all such equipment, these standards shall prevail for the purpose of this Section.

**17.04**

The Employer shall supply ergonomically adequate equipment and furniture for operating work stations, I.e. adjustable chairs, etc., in accordance with exemplary health and safety standards.

E&OE

Signed off this

6<sup>th</sup>

day of

December

20 21

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

# BCFMWU PROPOSALS 2021 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		Dec 6 <sup>th</sup> /2021	13:30
UP #33	18	Amend	

## ARTICLE 18 — GRIEVANCE PROCEDURE

### 18.01

The Employer and the Union recognize that grievances may arise concerning:

- a) differences between the Parties respecting the interpretation, application, 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; or
- b) dismissal, discipline or suspension of an employee bound by this Agreement,

### 18.02 Step 1

The employee shall make every effort to settle the dispute verbally with the Employer no later than fifteen (15) days after the employee first became aware of the circumstances giving rise to the grievance. The aggrieved employee shall have the right to have his/her their job steward present at such a discussion.

### 18.03 Step 2

The Union job steward or the Union Business Agent shall present the grievance in writing to the Employer. An employee who wishes to present a grievance at Step 2 must do so within fifteen (15) days of completion of Step 1.

### 18.04

The Employer shall reply in writing to an employee;s grievance within fifteen (15) days of receiving the grievance at Step 2 with an end resolve to the grievance. If a resolve cannot be reached then the matter will be referred to the Board of Arbitration procedure outlined in Article 19 of this Agreement.

E&OE  
 Signed off this 6<sup>th</sup> day of December 2021  
 For the Union [Signature] For the Employer Paula White

**18.05**


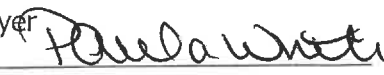
In the case of a dispute arising from an employee's dismissal or suspension, a grievance may be filed at Step 2 of the grievance procedure.

**18.06**

The time limits described in this grievance procedure may be altered by mutual consent of the parties; but the same must be in writing.

---

E&OE  
Signed off this 6<sup>th</sup> day of December 2021 -

For the Union  For the Employer 

---



(Canadian Office and Professional Employees Union, Local 378)

# BCFMWU PROPOSALS 2021 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP #34	22	Dec. 7 <sup>th</sup> / 2021.	11:40
		<i>Amend</i>	

## ARTICLE 22 — JOB SHARE

Job sharing is a voluntary agreement between the Union, the employer and two (2) regular or regular part-time employees, as defined in Article 4.02 and 4.03, with respect to work to share one full-time regular position. The position would be shared for a trial period of six (6) months. At the end of the trial period the arrangement shall be reviewed and may be continued on a permanent basis or cancelled by either party. If the agreement is cancelled, both employees shall revert to their former positions.

**Basic Pay:** Payment shall be made on the hourly rate for all hours worked, based on the rate for the position.

**Vacation:** Vacation shall be calculated on the basis of one-half (1/2) of the employee's annual entitlement.

**Seniority:** Seniority shall be calculated in accordance with Article 15.

**Sick Leave:** An employee shall be entitled to the benefits of short term on a pro-rated basis for the days ~~she/he~~ the employee is scheduled to work. An employee shall be entitled to Long Term on a pro-rated basis.

**Dental Plan:** Employees job sharing shall be entitled to ~~pro-rated~~ coverage in the dental plan.

**Medical Plan:** Employees job sharing are entitled to ~~pro-rated~~ coverage in the Medical Plan.

**Extended Health:** Employees job sharing are entitled to ~~pro-rated~~ coverage in the Extended Health Plan.

**Group Life Insurance Plan:** The Employer shall maintain ~~pro-rated~~ coverage in the Group Life Insurance Plan for employees who are job sharing.

**Special Leave:** An employee may apply for any of the special leaves covered under Article 11 if ~~she/he~~ the employee is scheduled to work on the day in question.

E&OE  
Signed off this 7<sup>th</sup> day of December 2021.

For the Union *Philip M. Lee*

For the Employer *Randy White*

Payment to Dependent on Death: Employees job sharing are entitled to this benefit. ~~on a pro-rated basis.~~

All other terms of the Collective Agreement apply.

If layoffs are expected, the Union and the Parties will utilize the Joint Consultation Committee to discuss how job sharing positions will be affected by the layoffs, including bumping.

E&OE

Signed off this

17<sup>th</sup>

day of

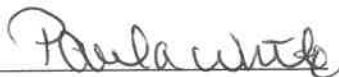
December

2021

For the Union



For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**BCFMWU  
PROPOSALS 2021  
Union Proposals (UP #37 Item)**

**MEMORANDUM OF UNDERSTANDING #2**

**BETWEEN: BC Ferry & Marine Workers' Union**

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

**FERRY TRIPS**

The Employer will, upon receiving from the employee receipts for ferry passage, reimburse the employee for the following:

1<sup>st</sup> year ~~\$280.00~~ \$350.00 maximum  
2<sup>nd</sup> year \$420.00-\$525.00 maximum  
3<sup>rd</sup> year ~~\$560.00~~-\$700.00 maximum

This letter to apply to years of employment those being first year of employment, second year of employment, third year of employment and thereafter.

**FERRY PASSAGE FOR RETIREES**

The Employer will, upon receiving from the retiree receipts for ferry passage, reimburse the retired employee for ~~six (6) one way trip ferry passages~~ up to seven hundred and fifty dollars \$750.00 per calendar year for each of the five (5) years immediately following retirement.


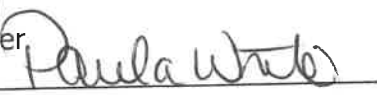
It is understood that this offer is for vehicle and driver only, and does not apply to commercial vehicles. Northern Vessel or cruise routes the BC Ferry Services Inc. now operates or may operate in the future.

The parties agree that in the event that BC Ferry & Marine Workers' Union Bargaining Unit members lose their entitlement to their ferry passages for retirees, this benefit shall be deemed voided on December 31st of that year.

This MOU only applies to retired employees who do not receive a BCFS retiree pass.

Signed this 2<sup>nd</sup> day of February, 2021.

**SIGNED ON BEHALF OF THE EMPLOYER:** *Party of the First Part*      **SIGNED ON BEHALF OF THE UNION:** *Party of the Second Part*

E&OE  
Signed off this 2<sup>nd</sup> day of February, 2022 16:01 pm  
For the Union  For the Employer 

Brian Lalli, Provincial Secretary-Treasurer

Phillip Barga, Union Representative

Stuart Pelly, Local 4 President

Vicki Barta, Job Steward

Paula White

-  
Sandra Newton, Job Steward

**Company Proposal Offer 13:00 @ Feb.17/22**

WOP/E&OE

Moveup 378

Proposed:

Contract Length 4 years

Wages:

Year	2022	2023	2024	2025
Increase	*Me too to BCFMWU April 1,2022 increase	2 %	2%	2 % or *me too, if greater

\*Me too clause based on BC Ferry Employee general increase by percentage as of April 1, 2022 and April 1, 2025

E&OE

Signed off this 22<sup>nd</sup> day of February 2022

For the Union



For the Employer

