

# COLLECTIVE AGREEMENT

**BETWEEN:**

**BC FERRY & MARINE WORKERS' UNION**



And



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

**November 1, 2021 to October 31, 2026**

## TABLE OF CONTENTS

ARTICLE 1 - UNION RECOGNITION AND RIGHTS.....	1
1.1 PREAMBLE .....	1
1.2 RECOGNITION .....	1
1.3 INTENT.....	1
1.4 AGREEMENT APPLIES.....	1
1.5 ACCESS.....	1
1.6.1 WORKPLACE HARRASSMENT AND HUMAN RIGHTS .....	1
1.6.2 MANAGERIAL / SUPERVISORY AUTHORITY AND HARASSMENT .....	2
1.6.3 REPORTING PROCEDURE.....	4
HUMAN RIGHTS ACT .....	4
ARTICLE 2 - UNION SECURITY .....	5
2.1 UNION SECURITY .....	5
2.2 CHECK-OFF UNION DUES .....	5
ARTICLE 3 - UNION RIGHTS .....	5
3.1 CORRESPONDENCE.....	5
3.2 UNION INSIGNIA .....	5
3.3 NO OTHER AGREEMENT .....	5
3.4 STEWARDS .....	5
3.5 BULLETIN BOARDS .....	5
ARTICLE 4 - EMPLOYER'S RIGHTS.....	6
4.1 EMPLOYER'S RIGHTS.....	6
4.2 VACANCIES.....	6
4.3 PERFORMANCE REVIEW .....	6
4.4 EMPLOYEE APPOINTMENT POLICY.....	6
4.5 PROBATIONARY EMPLOYEES.....	6
4.5.1 PROBATION PERIOD .....	6
4.5.2 DISCHARGE OR TERMINATION OF PROBATIONARY EMPLOYEES.....	7
4.5.3 RIGHT TO GRIEVE .....	7
ARTICLE 5 - TIME OFF FOR UNION BUSINESS.....	7
ARTICLE 6 - GRIEVANCES .....	8
6.1 GRIEVANCE PROCEDURE .....	8
6.2 STEP 1 .....	8
6.3 STEP 2 .....	8
6.4 ARBITRATION .....	8

6.5	PROCEDURES AND TECHNICALITIES .....	8
6.6	POLICY GRIEVANCE .....	9
6.7	APPOINTMENTS .....	9
6.8	NOTICE .....	10
6.9	DECISION OF ARBITRATOR .....	10
6.10	SHARING OF COSTS .....	10
6.11	RECONSIDERATION.....	10
ARTICLE 7 - DISMISSAL, SUSPENSION AND DISCIPLINE .....		10
7.1	BURDEN OF PROOF.....	10
7.2	NOTICE REQUIRED .....	10
7.3	SUSPENSION .....	10
7.4	JUSTICE AND DIGNITY .....	11
7.5	RIGHT TO GRIEVE ANY DISCIPLINARY ACTION.....	11
7.6	PERSONNEL FILE.....	11
ARTICLE 8 - SENIORITY .....		11
8.1	ACCRUAL .....	11
8.2	UNION PRINCIPLES.....	11
8.3	JOB RELOCATION .....	11
ARTICLE 9 - JOB DESCRIPTIONS AND DUTIES.....		12
9.1	JOB DESCRIPTIONS.....	12
9.2	NO OTHER DUTIES .....	12
ARTICLE 10 - LAYOFF AND RECALL .....		12
10.1	LAYOFF.....	12
10.2	SEVERANCE .....	12
10.3	RECALL.....	13
ARTICLE 11 - CONTRACTING OUT.....		13
11.1	CONTRACTING OUT.....	13
11.2	BARGAINING UNIT INTEGRITY.....	13
11.3	BARGAINING UNIT RELIEF .....	13
11.3.1	BARGAINING UNIT RELIEF – LABOUR RELATIONS OFFICERS .....	13
11.3.2	BARGAINING UNIT RELIEF – OFFICE MANAGER.....	14
11.3.3	BARGAINING UNIT RELIEF – UNION DUES.....	14
ARTICLE 12 - PAYMENT AND ALLOWANCES.....		14
12.1	PAY DAYS.....	14
12.2	ALLOWANCES.....	14
12.3	VEHICLE INSURANCE .....	15

ARTICLE 13 - HOURS OF WORK AND WORKLOAD .....	15
13.1 HOURS OF WORK .....	15
13.2 REMOTE WORK .....	16
13.3 LIEU DAYS .....	17
13.3.1 LIEU DAYS – LABOUR RELATIONS OFFICERS .....	17
13.3.2 LIEU DAYS – OFFICE MANAGER .....	17
13.3.3 NON-ACCRUAL PERIODS .....	17
13.4 OVERTIME – LABOUR RELATIONS OFFICERS .....	17
13.5 OVERTIME – OFFICE MANAGER .....	17
13.6 OVERTIME – RELIEF OFFICE MANAGER .....	18
ARTICLE 14 - PAID HOLIDAYS .....	18
14.1 PAID HOLIDAYS .....	18
14.2 HOLIDAYS FALLING ON A DAY OF REST .....	18
14.3 HOLIDAY COINCIDING WITH A DAY OF VACATION .....	18
ARTICLE 15 - ANNUAL VACATION .....	19
15.1 VACATION ENTITLEMENT .....	19
15.2 LESS THAN ONE YEAR OF SERVICE .....	19
15.3 PARTIAL YEAR OF SERVICE .....	19
15.4 NEW EMPLOYEE .....	19
15.5 VACATION SCHEDULE .....	19
15.6 DISPLACED VACATION .....	20
ARTICLE 16 - HEALTH AND WELFARE .....	20
16.1 SHORT TERM ILLNESS AND INJURY .....	20
16.2 LONG TERM DISABILITY .....	20
16.3 SUBROGATION .....	21
16.4 HEALTH AND WELFARE PLANS .....	21
16.5 RETIREMENT FUNDS .....	21
16.6 INCENTIVE PAYMENT .....	22
16.7 EMPLOYMENT SERVICE BONUS .....	22
16.8 DEATH BENEFITS .....	22
16.9 FITNESS ALLOWANCE .....	23
16.10 HEALTH SPENDING ACCOUNT .....	23
ARTICLE 17 - LEAVE .....	23
17.1 BEREAVEMENT LEAVE .....	23
17.2 SPECIAL LEAVE .....	24
17.3 FAMILY ILLNESS .....	24

17.4	COURT DUTIES.....	24
17.5	PREGNANCY,PARENTAL AND ADOPTION LEAVE.....	25
17.6	OTHER LEAVES .....	27
17.7	CHRISTMAS LEAVE.....	28
17.8	MILITARY RESERVES LEAVE.....	28
17.9	FIRST RESPONDER LEAVE.....	28
17.10	DOMESTIC OR SEXUAL VIOLENCE LEAVE.....	28
17.11	COMPASSIONATE CARE LEAVE .....	29
17.12	GENDER REASSIGNMENT LEAVE .....	30
	ARTICLE 18 - JOINT UNION / MANAGEMENT CONSULTATION COMMITTEE .....	31
	ARTICLE 19 - LIABILITY .....	31
	ARTICLE 20 – IMPACT OF LEGISLATION.....	31
	ARTICLE 21 - TERM OF AGREEMENT.....	32
21.01	TERM.....	32
21.02	RENEWAL .....	32
	APPENDIX “A” .....	33
	Expedited Arbitrators List .....	33
	APPENDIX “B” .....	34
	SALARIES – MONTHLY .....	34
	LETTER OF UNDERSTANDING .....	35
	FERRY PASSAGE FOR RETIREES .....	35
	LETTER OF UNDERSTANDING .....	36
	MoveUP/BCFMWU MEMBER COMPLAINTS .....	36

## **ARTICLE 1 - UNION RECOGNITION AND RIGHTS**

### **1.1 PREAMBLE**

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

### **1.2 RECOGNITION**

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

### **1.3 INTENT**

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

### **1.4 AGREEMENT APPLIES**

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

### **1.5 ACCESS**

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

#### **1.6.1 WORKPLACE HARRASSMENT AND HUMAN RIGHTS**

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

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

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

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

### **1.6.2 MANAGERIAL / SUPERVISORY AUTHORITY AND HARASSMENT**

- (a) The Union and the Employer recognize the right of Employees and members to work in an environment free from misuse of managerial/supervisory authority or harassment. The Employer undertakes to develop and adopt policy on use of managerial/supervisory authority.
- (b) The Employer's policy shall capture the Union's concerns, as follows:
1. Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate. The Employer undertakes to discipline any Employee or full time Officer engaging in this type of conduct.
  2. Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

3. Harassment shall include, but not be limited to:
  - i. Sexual solicitation or advances made by a person who knows or ought to know is unwelcome; or,
  - ii. A reprisal or threat of reprisal by someone exercising authority after a sexual solicitation or advance is rejected.
4. Allegations of misuse of authority or harassment may involve sensitive disclosures. Strict confidentiality is required so as to ensure that those who may have been harassed feel free to come forward, and to also ensure that the reputations and rights of both the complainant and the respondent may be protected.
5. Before proceeding they have a complaint of harassment or discrimination may approach their supervisory personnel, Union steward or Step 2 designate to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.
6. A formal written complaint, where initiated, must be filed, within sixty (60) days of the alleged occurrence to the Local Union President or designate. Within five (5) workdays of receipt of the complaint, they shall notify the BCFMWU President or designate in writing that a complaint has been received and provide the names of the complainant and the respondent(s).
7. The complainant shall have the right to seek remedial action pending the disposition of the complaint and the respondent shall have the right to receive a copy of the allegations and to be given a full opportunity to respond to them. Where the complainant seeks to discontinue contact with the alleged harasser and the latter is a member of the Union, the Employer shall fully discuss the matter with the Union to reach an agreement on accommodation of the request which may include a reassignment within the same geographic area, an alteration to the reporting structure or other suitable option agreed to by the parties to this agreement. Where the Parties agree to temporarily reassign the alleged harasser, pending the outcome of the investigation, the action shall not be considered a disciplinary transfer. The complainant shall not be reassigned or transferred against their will.
8. Both the complainant and the respondent (if a member of the Union) shall be advised of the purpose of all meetings convened during the course of the investigation.
9. The Employer shall conclude its investigation of the complaint with ten (10) working days of receiving it. An extension for the investigation period may be requested of, and granted by, the President of the Local or their designate. The extension, if granted, shall not, in any event, be longer than twenty-one (21) days from the date of receipt of the written complaint.



10. The Employer's designate shall complete a written report within five (5) working days of the completion of the investigation. The complainant, the respondent, and the President of the Local or designate shall be apprised of the recommendation(s) and/or action(s) to be taken.
11. Where the complainant or the respondent is not satisfied with the final disposition of the matter, the dissatisfied party may initiate a grievance commencing at Step 2 of the grievance procedure within five (5) working days of receipt of the Employer's report. Where such a grievance has been initiated, the Employer agrees to fully disclose to the Local President or designate, all relevant information gathered during the course of its investigation. The Union shall provide to the Employer the facts upon which it relies in advancing the matter.
12. If the matter is not resolved during the grievance procedure, the Union may file the grievance at expedited mediation/arbitration. The Parties will agree to appoint a single mediator/arbitrator from Appendix "A" attached to the Collective Agreement, within five (5) days of the complaint being filed at mediation/arbitration. The agreed mediator/arbitrators are \_\_\_\_\_ and \_\_\_\_\_. The mediator/arbitrator will hear and conclude the matter in an expeditious manner.

### **1.6.3 REPORTING PROCEDURE**

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

### **HUMAN RIGHTS ACT**

- (a) The Parties hereto subscribe to the principles and protections provided for in the BC Human Rights Code.
- (b) The Parties will meet and review methods of extending knowledge of the BC Human Rights Code to all Employees.

## **ARTICLE 2 - UNION SECURITY**

### **2.1 UNION SECURITY**

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

### **2.2 CHECK-OFF UNION DUES**

Each pay period, the Employer shall deduct from the wages due and payable to each Employee coming within the scope of this agreement an amount equal to the uniform monthly membership fees, and any assessments of the Union. The amount so deducted shall only change during the term of this agreement to conform with changes in the amount of the regular fees of the Union in accordance with its Constitution and By-Laws. All deductions required under this article shall be forwarded to the Union, attention of the Secretary-Treasurer within thirty (30) days of receipt, together with a list showing the names for whom such deductions are to be credited and the month for which the deductions are made.

## **ARTICLE 3 - UNION RIGHTS**

### **3.1 CORRESPONDENCE**

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

### **3.2 UNION INSIGNIA**

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

### **3.3 NO OTHER AGREEMENT**

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

### **3.4 STEWARDS**

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

### **3.5 BULLETIN BOARDS**

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

## **ARTICLE 4 - EMPLOYER'S RIGHTS**

### **4.1 EMPLOYER'S RIGHTS**

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

### **4.2 VACANCIES**

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

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

### **4.3 PERFORMANCE REVIEW**

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

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

### **4.4 EMPLOYEE APPOINTMENT POLICY**

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

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

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

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

### **4.5 PROBATIONARY EMPLOYEES**

#### **4.5.1 PROBATION PERIOD**

(a) New regular appointments shall be on probation for the first six (6) months of employment. The Employer may extend an Employee's probation to a maximum of a further three (3) months. In the event the Employer extends probation, the Union shall be notified and the Employee may request the reasons in writing.

(b) Either prior to or upon expiration of the probationary period, the Employer shall confirm the successful completion of probation by a new Employee or otherwise discharge or terminate the Employee in accordance with this Article and all other applicable provisions of this Agreement.

#### **4.5.2 DISCHARGE OR TERMINATION OF PROBATIONARY EMPLOYEES**

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

#### **4.5.3 RIGHT TO GRIEVE**

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

### **ARTICLE 5 - TIME OFF FOR UNION BUSINESS**

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

## **ARTICLE 6 - GRIEVANCES**

### **6.1 GRIEVANCE PROCEDURE**

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

### **6.2 STEP 1**

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

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

### **6.3 STEP 2**

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

### **6.4 ARBITRATION**

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

### **6.5 PROCEDURES AND TECHNICALITIES**

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

- (d)
- (1) The parties agree that it is in the interest of the Employer, the Union, and employees that discipline involving suspension or termination be dealt with on an expedited basis.
  - (2) If the Employer suspends an employee the following shall apply:
    - a) a grievance challenging the discipline shall be filed at Step 2 within ten (10) business days of the letter of discipline that outlines the reasons justifying the Employer's disciplinary decisions; and
    - b) if the parties are unable to resolve the grievance within ten (10) business days of the referral, and the Union refers the grievance to arbitration, the grievance shall be dealt with on an expedited basis as set out in Article 6.5.d(1).
  - (3) If the Employer terminates an employee, a grievance challenging the discipline shall be referred to arbitration and shall be dealt with on an expedited basis as set out in Article 6.5.d(1) unless the Union and the Employer agree otherwise following the Union being provided with the letter of discipline that outlines the reasons justifying the Employer's disciplinary decisions.
  - (4) An arbitrator will be appointed from the list established in Appendix A or a mutually agreed upon substitute arbitrator.
  - (5) The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. They shall hear and determine the dispute and shall render a decision within sixty (60) days of the conclusion of the hearing.

**NOTE:**

The Parties agree that the phrase "...be dealt with on an expedited basis in Article 6.5.d(1)..." means that the Union will proceed right away with advancing the grievance to arbitration on an expedited (i.e. quick) basis.

However, this DOES NOT mean the Union is obligated or required to use Section 104 of the BC Labour Relations Code.

## **6.6 POLICY GRIEVANCE**

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

## **6.7 APPOINTMENTS**

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

## **6.8 NOTICE**

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

## **6.9 DECISION OF ARBITRATOR**

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

## **6.10 SHARING OF COSTS**

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

## **6.11 RECONSIDERATION**

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

## **ARTICLE 7 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **7.1 BURDEN OF PROOF**

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

### **7.2 NOTICE REQUIRED**

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

### **7.3 SUSPENSION**

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

#### **7.4 JUSTICE AND DIGNITY**

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

#### **7.5 RIGHT TO GRIEVE ANY DISCIPLINARY ACTION**

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

#### **7.6 PERSONNEL FILE**

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

### **ARTICLE 8 - SENIORITY**

#### **8.1 ACCRUAL**

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

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

#### **8.2 UNION PRINCIPLES**

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

#### **8.3 JOB RELOCATION**

- (a) In the event an Employee's job is transferred to another location, the Employee may terminate and take severance pay or accept transfer and be entitled to full transfer expenses.
- (b) Transfer expenses are provided as follows:
  - (i) Maximum seven (7) days at full pay for the actual move;
  - (ii) All allowances per Article 12.2;
  - (iii) Cost of moving household effects to 15,000 pounds;
  - (iv) Insurance on effects to \$40,000



- (v) Connecting new services to \$200;
- (vi) Incidental moving expenses to \$150;
- (vii) Real estate commission to \$8,000;
- (viii) Legal fees – registration of deed, Land Registration, searches, certificates of encumbrances; photocopies; telephone; filing fees; miscellaneous office expense;
- (ix) Solicitor’s fees in respect to:
  - (a) Agreement for sale where new house is purchased,
  - (b) Discharge of encumbrances against the former residence,
  - (c) Financing new dwelling – first and second mortgage arrangements.

**ARTICLE 9 - JOB DESCRIPTIONS AND DUTIES**

**9.1 JOB DESCRIPTIONS**

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

**9.2 NO OTHER DUTIES**

An Employee shall not be required to perform any duties not included within their job description.

**ARTICLE 10 - LAYOFF AND RECALL**

**10.1 LAYOFF**

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

**10.2 SEVERANCE**

- (a) An Employee who receives notice of layoff may elect to sever their employment. Such election shall entitle the Employee to a severance pay of three (3) weeks basic pay for each year of completed service and a pro-rated amount for any partial year of service to a maximum of fifty-two (52) weeks’ basic pay, minus statutory deductions.
- (b) Severance pay for employees working less than the hours set out in 13.1 shall be a pro-rated amount based on pay that such employee would normally and regularly earn.

### **10.3 RECALL**

Employees shall be recalled to work in order of seniority. A recall for the Director of Labour Relations position is subject to meeting job qualifications. An Employee shall be on a recall list until three (3) years have passed from the last day worked for the Employer. While there are employees on the recall list, no other employee shall be hired. Employees who decline an offer of recall shall be deemed to have elected severance pursuant to Article 10.2 (Severance). Employees recalled shall not be entitled to relocation expenses.

The Employer shall allow ten (10) days from an acceptance of an offer under of recall, for the employee to commence duties, provided that, where the employee is required to give a longer period of notice to another employer, such longer period, not exceeding one (1) month, shall be allowed.

## **ARTICLE 11 - CONTRACTING OUT**

### **11.1 CONTRACTING OUT**

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

### **11.2 BARGAINING UNIT INTEGRITY**

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

### **11.3 BARGAINING UNIT RELIEF**

#### **11.3.1 BARGAINING UNIT RELIEF – LABOUR RELATIONS OFFICERS**

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

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

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

### **11.3.2 BARGAINING UNIT RELIEF – OFFICE MANAGER**

- (a) Wage rate as set forth in Appendix “B” Salaries or the Relief person’s wage whichever is greater but in no event will the wage rate on an hourly basis be less than ten per cent (10%) above the highest wage rate of the persons they are supervising.
- (b) Benefit offsets to be paid will include all Union benefits they are currently receiving. After six (6) months providing relief on a continuous basis, Relief employee to be paid the regular Office Manager’s salary.

### **11.3.3 BARGAINING UNIT RELIEF – UNION DUES**

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

## **ARTICLE 12 - PAYMENT AND ALLOWANCES**

### **12.1 PAY DAYS**

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

### **12.2 ALLOWANCES**

- (a) While on authorized Employer business away from their normal Point of Assembly, bargaining unit Employees shall be entitled to the meal and overnight allowances as per the BCFMWU Financial Guide.
- (b) **FUEL CREDIT CARD**
  - (i) The BCFMWU shall provide a Fuel Credit Card to the Labour Relations Officers. It is agreed that Labour Relations Officers shall not use this Fuel Credit Card while out of the Province on personal business.
  - (ii) A Labour Relations Officer who proceeds on a Leave of Absence with pay, Short Term Illness or Parental Leave, will continue to receive the benefit of the fuel card for a period not to exceed twenty-nine (29) weeks.
  - (iii) When a Labour Relations Officer commences an unpaid leave they shall return the Fuel Credit Card to the BCFMWU upon the commencement of the leave.
  - (iv) Fuel reimbursement for gasoline shall be for 87 octane only, unless the vehicle manufacturer requires a higher octane fuel for the vehicle. In such cases the Employee shall provide proof of the higher-octane requirement.
  - (v) This fuel card is intended to be used to fuel a single vehicle at a time, whose primary driver is the employee.

- (c) The Employer will reimburse the Office Manager, upon receiving receipts for ferry travel, the following:
- (i) In the first, second, and third year of employment - \$290.00
  - (ii) In the fourth, fifth, and sixth year of employment - \$580.00
  - (iii) In the seventh, eighth, and ninth year of employment - \$870.00
  - (iv) In the tenth year of employment and subsequent years of employment - \$1450.00

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

### **12.3 VEHICLE INSURANCE**

- (a) Employees will maintain minimum vehicle insurance coverage of three million dollars (\$3,000,000) third party liability and full business use.
- (b) The Employer shall pay the deductible portion of the insurance, to a maximum of three hundred dollars (\$300.00) for any claim arising out of any accident, which occurs while the Employee is using their personal vehicle, whether owned or leased, in the performance of their duties.

## **ARTICLE 13 - HOURS OF WORK AND WORKLOAD**

### **13.1 HOURS OF WORK**

- (a) Labour Relations Officers under this Agreement shall be expected to work the equivalent of sixty-eight (68) hours per bi-weekly period in a nine (9) day fortnight configuration consisting of five (5) days one week followed by four (4) days the next. Daily hours of each Employee shall depend on individual workloads, which may vary because of the nature of the BCFMWU's operation, namely that of a Union servicing its membership.
- (b) The Director of Labour Relations under this Agreement shall be expected to work the equivalent of seventy-two (72) hours per bi-weekly period in a nine (9) day fortnight configuration consisting of five (5) days one week followed by four (4) days the next. Daily hours shall depend on individual workloads, which may vary because of the nature of the BCFMWU's operation, namely that of a Union servicing its membership.
- (c) The Office Manager shall be expected to work the equivalent of seventy five (75) hours per bi-weekly period.

It is understood that the change in hours of work will:

- Not affect any provision of the collective agreement
- Not affect the full-time status of employees in any regard
- Not reduce the monthly salary tables in Appendix B due to the bi-weekly adjusted hours.

Furthermore, the monthly salary tables in Appendix B will be increased by the negotiated increases in each year of the agreement.

### **13.2 REMOTE WORK**

The parties recognize that employees may, in certain situations, be able to perform the full scope of their job duties while working remotely and agree that remote work arrangements may be approved subject to the terms outlined below:

1. This applies only to regular employees of the BCFMWU who have successfully passed their probationary period Article 4.5.1 (Probationary Period). Relief employees in posted positions may be considered for remote work arrangements in limited circumstances.
2. Remote work arrangements are not intended to be a substitute for other forms of leave under the collective agreement.
3. Employees may request approval from their coordinator for remote work arrangements of three days or under.
4. The Director of Labour Relations may approve weekly remote work arrangements of three days or under. Approval shall not be unreasonably withheld, but shall be subject to operational requirements and the following criteria:
  - a. There must be sufficient employees at the workplace to perform any work required to be done and for member service to continue uninterrupted.
  - b. The employee must have no work that requires their attendance at the workplace during the relevant days.
  - c. The employee must be available to report to their normal office worksite during the relevant days within a reasonable period of time, if required.
  - d. The BCFMWU is responsible to provide and maintain the equipment and supplies necessary to work remotely.
  - e. Such equipment and supplies shall remain the property of the BCFMWU and must be returned if the Employee terminates their employment relationship.
5. If there are multiple requests for remote work arrangements of three days or under for the same day(s) and not all can be accommodated, approvals will be in order of date received by the coordinator.
6. Employees seeking remote work arrangements are responsible for the following:
  - a. Ensuring the remote work location is adequately equipped and maintained from a health and safety perspective.
  - b. Ensuring appropriate dependent care arrangements are in place and that personal responsibilities do not prevent the employee from carrying on the full scope of their job duties.

### **13.3 LIEU DAYS**

#### **13.3.1 LIEU DAYS – LABOUR RELATIONS OFFICERS**

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

#### **13.3.2 LIEU DAYS – OFFICE MANAGER**

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

#### **13.3.3 NON-ACCRUAL PERIODS**

Lieu days shall not be accrued for periods of:

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

### **13.4 OVERTIME – LABOUR RELATIONS OFFICERS**

Overtime will be paid as follows:

- (a) Three (3) hours at time and one-half for each consecutive overnight assignment, requiring accommodation away from the Employee's principal residence, commencing on the third (3<sup>rd</sup>) complete night of the assignment.
- (b) All work on weekends and statutory holidays shall be compensated at the rate of double time with a two (2) hour minimum. Overtime shall be compensated in one (1) hour increments for time worked over two (2) hours. Travel time, where required, shall be considered as time worked and any travel outside of Central Vancouver Island shall be considered four (4) hours.
- (c) Overtime may be banked at the Employee's request.
- (d) Banked overtime shall be scheduled by mutual agreement and must be taken with one (1) year of being earned. Such agreement shall not be unreasonably withheld. If unable to schedule, the Employee shall be paid out.

### **13.5 OVERTIME – OFFICE MANAGER**

- (a) Three (3) hours at time and one-half for each consecutive overnight assignment, requiring accommodation away from the Employee's principal residence, commencing on the third (3<sup>rd</sup>) complete night of the assignment.
- (b) All work pre-approved for overtime on weekends, statutory holidays, and for BCFMWU Conferences and Conventions shall be compensated at the rate of one day in lieu for each day of work of four (4) hours or more. Travel time shall be considered as time worked and any travel outside of Central Vancouver Island shall be considered four (4) hours.

- (c) Overtime may be banked at the Employee's request.
- (d) Banked overtime shall be scheduled by mutual agreement and must be taken within one (1) year of being earned. Such agreement shall not be unreasonably withheld. If unable to schedule, the Employee shall be paid out.

**13.6 OVERTIME – RELIEF OFFICE MANAGER**

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

**ARTICLE 14 - PAID HOLIDAYS**

**14.1 PAID HOLIDAYS**

The Employer shall provide the following holidays with pay:

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

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

**14.2 HOLIDAYS FALLING ON A DAY OF REST**

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

**14.3 HOLIDAY COINCIDING WITH A DAY OF VACATION**

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

## ARTICLE 15 - ANNUAL VACATION

### 15.1 VACATION ENTITLEMENT

- (a) Full-time Employees covered by this Agreement who have earned ten (10) days' pay per month shall earn four (4) weeks' vacation during each year of service except as otherwise specified in this Article. There shall be no cash payout for vacation entitlement.
- (b) Full-time Employees with more than five (5) full years of service with the BCFMWU and/or the BC Ferry Services Inc. shall earn vacation entitlement as follows:

<b>Vacation Year</b>	<b>Working Days</b>
<u>Sixth to Eighth</u> year	22
Ninth year	23
Tenth year	24
Eleventh year	25
Twelfth year	26
Thirteenth to fourteenth	27
Fifteenth to eighteenth	28
Nineteenth	29
Twentieth	31
Twenty-first	32
Twenty-second	33
Twenty-third to twenty fourth	34
Twenty-fifth to thirtieth	36
Thirty-first and thereafter	40

### 15.2 LESS THAN ONE YEAR OF SERVICE

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

### 15.3 PARTIAL YEAR OF SERVICE

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

### 15.4 NEW EMPLOYEE

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

### 15.5 VACATION SCHEDULE

- (a) Vacations shall be scheduled by April 1<sup>st</sup> of each year.
- (b) Vacation schedules, once approved by the BCFMWU, shall not be changed except by mutual agreement between the Employee and the BCFMWU.



- (c) Any costs incurred by the Employee as a result of a change caused by the BCFMWU due to an emergency, will be paid by the BCFMWU.
- (d) Any vacation unscheduled by October 1<sup>st</sup> may be scheduled by the BCFMWU. The BCFMWU will consult with the affected Employee.

## **15.6 DISPLACED VACATION**

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

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

## **ARTICLE 16 - HEALTH AND WELFARE**

### **16.1 SHORT TERM ILLNESS AND INJURY**

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

### **16.2 LONG TERM DISABILITY**

- (a) A long-term disability plan shall be maintained that provides benefits not less than those contained in the long term disability plan between the British Columbia Ferry Services Inc. and the BC Ferry and Marine Workers' Union.
- (b) The Employer shall continue to provide the level of plan coverage as listed in the Employer Policy (814413) dated December 1, 2021.
- (c) 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.

### **16.3 SUBROGATION**

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

### **16.4 HEALTH AND WELFARE PLANS**

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

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

The plans shall be maintained for the Union Employees providing benefits no less than those contained in plans between BC Ferry Services Inc. and the BC Ferry and Marine Workers' Union. The Employer shall amend the Extended Health Plan provisions to provide for four hundred dollars (\$400.00) for corrective lenses payable once every twelve (12) months for adults and once every twelve (12) months for children and provide for up to two thousand dollars (\$2000.00) for laser vision correction as a lifetime family maximum.

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

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

### **16.5 RETIREMENT FUNDS**

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

## **16.6 INCENTIVE PAYMENT**

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

## **16.7 EMPLOYMENT SERVICE BONUS**

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

- (i) Employees who have completed ten (10) years or more of continuous employment with the Employer shall be given upon retirement, a cash bonus equal to three (3) weeks’ pay.
- (ii) Employees who have completed twenty (20) years or more of continuous employment with the Employer shall be given upon retirement, a cash bonus of five (5) weeks’ pay.
- (iii) The service bonus may be taken as a salary continuance, paid in cash or by transfer to an Employee’s Registered Retirement Savings Plan (RRSP), at the Employee’s option.

## **16.8 DEATH BENEFITS**

- (a) 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 within one (1) month of the death.

(b) This payment is in addition to any amount earned by the deceased up to the date on which the deceased was last employed by the Employer.

(c) The Employer shall continue to provide the level of life insurance, medical, extended health, and dental coverage to the dependents of the deceased employee for a period of twenty-four (24) months after the death of the employee, as listed in the Employer Policy (814413) dated December 1, 2021, along with six (6) months access to the family assistance plan.

(d) The dependents shall be notified in writing of the terms of this provision when payments and benefits are paid under this provision.

## **16.9 FITNESS ALLOWANCE**

The Employer recognizes that a healthy lifestyle enhances both the quality of service delivered by the Employees and the quality of their lives. To encourage that healthy lifestyle the Employer will reimburse Employees for receipted expenses up to two hundred dollars (\$200.00) annually for fees in a gym, fitness center, community center, sports facility or fitness/exercise equipment.

## **16.10 HEALTH SPENDING ACCOUNT**

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

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

## **ARTICLE 17 - LEAVE**

### **17.1 BEREAVEMENT LEAVE**

In the case of bereavement leave in the immediate family, an Employee shall be entitled to special leave, at their regular pay, from the date of death up to and including the day of the funeral with, if necessary, an allowance for immediate return traveling time.

Such leave shall not exceed five (5) working days and shall not be granted if the Employee is on leave of absence without pay, unless the leave of absence has been granted to the Employee on compassionate grounds involving the illness of the relative who dies and for whom the bereavement leave is granted.

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

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

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

## **17.2 SPECIAL LEAVE**

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

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

Special leaves are for the dates of the event.

## **17.3 FAMILY ILLNESS**

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

## **17.4 COURT DUTIES**

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

## 17.5 PREGNANCY, PARENTAL AND ADOPTION LEAVE

### a) Pregnancy Leave and Adoption 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.
- 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 16.1 (Short Term Illness and Injury) 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 16.4 (Health and Welfare Plans).
- vii. Supplemental Employment Insurance Benefits shall be available pursuant to Article 17.5(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 their intent to return to work, whichever is the earlier date.
  - d. Employees requesting both pregnancy and parental leave (per Article 17.5(c) must apply for them both at the same time.

(2) Adoption Leave

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.

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

- (1) An employee who qualifies for pregnancy or adoption leave pursuant to Article 17.5(a) (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 they have applied for and are 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;
- 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 17.5(c), 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.

## **17.6 OTHER LEAVES**

- (a) An Employee shall have four (4) clear hours, in which to vote in Federal or Provincial elections during the hours the polls are open.
- (b) Election to Public Office – the Employer shall grant, on written request, leave of absence without pay for Employees elected to public office for a maximum period of five (5) years; this leave may be extended by mutual agreement.
- (c) The Employer shall grant leave of absence without pay to an Employee provided a qualified relief is available. The Employee must first have exhausted all compensatory time-off credits.



- (d) General leave shall not be granted to allow an Employee to work for another Employer or to become self-employed. But leave may be granted, upon written application by the Union for an Employee to work as a temporary Employee of the Union.

#### **17.7 CHRISTMAS LEAVE**

Employees shall be allowed leave during the Winter Break using vacation or lieu days.

If the Employer closes the worksite early on December 24 or December 31, then the remainder of the day will also be paid.

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

#### **17.8 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.

#### **17.9 FIRST RESPONDER LEAVE**

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

#### **17.10 DOMESTIC OR SEXUAL VIOLENCE LEAVE**

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The Employer shall use early prevention strategies to avoid or minimize the workplace effects of domestic or sexual violence and shall offer assistance and a supportive environment to its employees experiencing such violence.

- (a) In each calendar year, the Employer shall grant each employee paid leave if needed, to address the personal effects of violence and abuse, without loss of seniority, for up to ten (10) paid days.
- (b) The Employer, the employee and the Union will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.
- (c) The Employer will direct affected employees to appropriate counseling and support services.
- (d) The Employer will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations as required.

- (e) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

#### **17.11 COMPASSIONATE CARE LEAVE**

This Article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to that Act.

1) In this section, “family member” means in relation to an employee:

- a) the employee's spouse, child, parent, sibling, grandchild or grandparent;
- b) any person who lives with the employee as a member of the employee’s family;
- c) the employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
- d) the spouse of the employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian.

2) In relation to an employee's spouse:

- a) the spouse's child, parent or step-parent, sibling or step-sibling;
- b) the spouse’s grandparent, grandchild, aunt or uncle, niece or nephew;
- c) the spouse’s current or former foster parent, or current or former ward; and
- d) anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common law partnership.

3) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after:

- a) the date the certificate is issued; or
- b) if the leave began before the date the certificate is issued, the date the leave began.

4) The employee must give the employer a copy of the certificate as soon as practicable.

5) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (3) begins.

- 6) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
- a) the family member passes away;
  - b) the expiration of 52 weeks from the date the leave began.
- 7) A leave taken under this section must be taken in units of one or more weeks.
- 8) If an employee takes a leave under this section and the family member to whom subsection (3) applies does not pass away within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (3), and subsection (4) to (7) apply to the further leave.
- 9) An employee who is on compassionate care leave is considered to be continuously employed for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee under the collective agreement.
- a) An employer will continue to make payments to the plans, unless the employee chooses not to continue with their share of the cost of the plan. Employees are also entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
  - b) An employer may not terminate an employee, or change a condition of employment because of a leave, without the employee's written consent.
  - c) When the leave ends, the employer must place the employee in their former position or a comparable one.

#### **17.12 GENDER REASSIGNMENT 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 provisions of that leave will follow Article 16 (Health and Welfare) or Article 17 (Leave) depending on the employee's request.

The Union, the Employer and the 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.

## **ARTICLE 18 - JOINT UNION / MANAGEMENT CONSULTATION COMMITTEE**

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

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

## **ARTICLE 19 - LIABILITY**

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

## **ARTICLE 20 – 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.

**ARTICLE 21 - TERM OF AGREEMENT**

**21.01 TERM**

The term of agreement will be from November 1, 2021 to October 31, 2026. If applicable all terms and working conditions shall apply retroactively.

**21.02 RENEWAL**

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

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

Dated this 15th day of November 2022

**For BCFMWU (The Employer)**

Paula White  
Paula White  
Lezlie Gorosh-Carey  
Lezlie Gorosh-Carey

**For MoveUp (The Union)**

Daniel Storms  
Daniel Storms  
Kevin Hall  
Kevin Hall  
Lori Horvat  
Lori Horvat

## APPENDIX "A"

### Expedited Arbitrators List

Arne Pelz  
Arbitrator & Mediator  
220 – 19 Dallas Road  
Victoria, BC  
V8V 5A6  
Tel: 250-884-9884  
Fax: 250-388-5096

Mark Brown  
Site 138 C73  
1959 Upper Water Street  
P.O. Box 2380, Stn. Central RPO  
Bowser, BC  
VoR 1G0  
Tel: 604-561-8707

Rick Coleman  
Allepa Professional Services Inc.  
220 – 1118 Homer Street  
Vancouver, BC  
V6B 6L5  
Tel: 604-682-6770  
Cel: 604-657-9879  
Fax: 604-685-6778

Amanda Rogers  
Arbitrator/Mediator/Lawyer  
300 – 1275 West 6<sup>th</sup> Avenue  
Vancouver, BC  
V6H 1A6  
Tel: 604-708-1463  
Fax: 604-708-1453  
Website: [www.amandarogers.ca](http://www.amandarogers.ca)

Allison Matacheski  
300 – 1275 West 6<sup>th</sup> Ave  
Vancouver, BC  
Vancouver, BC  
V6H 1A6 2G8  
Tel: 604-331-4454

Randy Noonan  
205-810 Quayside Drive  
New Westminster, BC  
V3M 6B9  
Tel: 604-315-8050  
Website: [www.noonanadr.ca](http://www.noonanadr.ca)

Elaine Doyle  
300-1275 West 6<sup>th</sup> Ave.  
Vancouver, BC  
V6H 1A6  
Tel: 604-331-4454  
Cel: 604-765-6073

Marguerite Jackson  
245-2906 West Broadway  
Vancouver, BC  
V6K 2G8  
Tel: 604-788-7903  
Fax: 604-730-7801  
email: [mjacksonarb@shaw.ca](mailto:mjacksonarb@shaw.ca)

**LETTER OF UNDERSTANDING**

**BETWEEN**

**BC FERRY AND MARINE WORKERS' UNION**

**AND**

**MOVEUP 378**

(Canadian Office and Professional Employees Union, Local 378)

**FERRY PASSAGE FOR RETIREES**

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


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

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


Dated this 15th day of November 2022

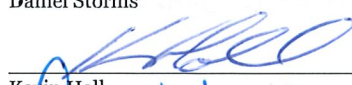
**For BCFMWU (The Employer)**


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

  
\_\_\_\_\_  
**LEZLIE GOROSH-CAREY**

**For MoveUp (The Union)**

  
\_\_\_\_\_  
Daniel Storms

  
\_\_\_\_\_  
Kevin Hall

  
\_\_\_\_\_  
Lori Horvat

**APPENDIX “B”**

**SALARIES – MONTHLY**

	<b>0.5%</b>	<b>1.75%</b>	<b>1.75%</b>	<b>1.75%</b>	<b>3.00%</b>
<b>CLASSIFICATION</b>	<b>EFFECTIVE NOVEMBER 1, 2021</b>	<b>EFFECTIVE NOVEMBER 1, 2022</b>	<b>EFFECTIVE NOVEMBER 1, 2023</b>	<b>EFFECTIVE NOVEMBER 1, 2024</b>	<b>EFFECTIVE NOVEMBER 1, 2025</b>
<b>LABOUR RELATIONS OFFICER</b>	9,638.46	9,807.13	9,978.76	10,153.38	10,457.98
<b>DIRECTOR OF LABOUR RELATIONS</b>	11,361.86	11,560.69	11,763.00	11,968.85	12,327.92
<b>RELIEF LABOUR RELATIONS OFFICER</b>	8,687.22	8,839.25	8,993.93	9,151.33	9,425.87
<b>OFFICE MANAGER</b>	7,664.32	7,798.45	7,934.92	8,073.78	8,316.00
<b>RELIEF OFFICE MANAGER</b>	6,897.36	7,018.07	7,140.88	7,265.85	7,483.83

If the BCFMWU achieves any additional increases (\*) for its members for any general or special wage rate adjustments on a weighted average basis that are greater than the percentages in any year of this Collective Agreement, the difference in percentage shall be provided to employees under this Agreement.

\*For further clarity, “additional increases” means anything that is negotiated beyond the current negotiated percentages in the BC Ferries/BCFMWU collective agreement as follows:

- April 1, 2022 2%**
- April 1, 2023 2%**
- April 1, 2024 Wage Re-opener**
- April 1, 2025 Wage Re-opener**



**LETTER OF UNDERSTANDING**

**BETWEEN**

**BC FERRY AND MARINE WORKERS' UNION**

**AND**

**MOVEUP 378**

(Canadian Office and Professional Employees Union, Local 378)


**MoveUP/BCFMWU MEMBER COMPLAINTS**

The Union and the Employer recognize the right of employees to work in an environment free from bullying or harassment and the Employer undertakes to deal appropriately with BCFMWU members that engage in this type of conduct.

The Union and Employer agree to form a joint committee consisting of equal members of the Union and the Employer to create policies and procedures by November 15, 2022, or earlier.

Dated this 15th day of November 2022

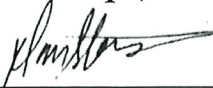
**For BCFMWU (The Employer)**

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

  
\_\_\_\_\_

  
\_\_\_\_\_

**For MoveUp (The Union)**

  
\_\_\_\_\_  
Daniel Storms

  
\_\_\_\_\_  
Kevin Hall

  
\_\_\_\_\_  
Lori Horvat