

# COLLECTIVE AGREEMENT

Between

## **BC Ferry & Marine Workers' Union**

(hereinafter referred to as the "Employer")



And



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

(hereinafter referred to as the "Union")

**August 1, 2021 to July 31, 2025**

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***Effective: August 1, 2021 to Expiry: July 31, 2025***

# COLLECTIVE AGREEMENT

**BETWEEN: BC FERRY & MARINE WORKERS' UNION**  
(hereinafter referred to as the "Employer")

*Party of the First Part;*

**AND: MoveUP, (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378)**  
(hereinafter referred to as the "Union")

*Party of the Second Part;*

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## ARTICLE 1 – PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may, from time to time arise; and to promote the mutual interest of the Employer and its employees, in recognition whereof the Parties hereto covenant and agree as follows:

The Employer recognizes the right of the employees to work in an environment free from harassment and further undertakes to discipline any person employed by the Employer engaging in such harassment. Under this clause, an employee who feels they are being harassed may initiate a grievance at any step of the grievance procedure.

## 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 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

**2.04**

No employee shall be dismissed except for just and sufficient cause, nor be discriminated against or discharged for 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) shall obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

**ARTICLE 3 – MANAGEMENT’S RIGHTS AND RESPONSIBILITIES**

**3.01**

Except as otherwise specifically provided in this agreement, all rights and function of management including, without limiting the generality of the foregoing, the management and direction of the employees remain solely and exclusively with BCFMWU.

**ARTICLE 4 – DEFINITION OF EMPLOYEE**

**4.01**

An employee is any person employed by the Party of the First Part in the bargaining unit.

**4.02**

"Regular employee" is one who is hired to work on a continuous full-time basis and who works the regular hours of work per week as outlined in Article 6.

**4.03**

"Regular part-time employee" is one who is hired to work hours of work that are less than those specified in Article 6. Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees except as hereinafter defined or excluded.

**4.04**

(a) A temporary employee is an employee so informed at the start of employment. A temporary employee must adhere to Article 4.02 and/or 4.03 as a condition of employment.

- (b) An employee hired for a temporary period not to exceed 18 months, part-time or full-time, will work under the following conditions.
- i. Temporary employees may be hired without job posting for work of a temporary nature for a period of up to six (6) months. Temporary jobs which are anticipated to last longer than six (6) months will be posted. Work of a temporary nature shall include a specific project, work overload, seasonal peaks or replacement purposes (sick leave, maternity leave and other leaves of absences.) The Employer will not be obligated to fill the position in which the successful bidder on the temporary job was the incumbent prior to being awarded the temporary job.
  - ii. The Parties by mutual agreement may agree to a period in excess of 18 months as specified in Article 4.04(b) above.
  - iii. Temporary employees will receive vacation pay at a rate of six percent (6%) of their basic pay as per Article 4.05(a) – Annual Vacations.
  - iv. Upon accepting a regular position, a temporary employee will undergo probation as defined in Article 5 – Employment, 5.02(a), (b) and (c). If a temporary employee has worked six (6) consecutive months on a full-time basis in a temporary position immediately prior to accepting any position on a regular basis, the Employer shall waive the probationary period.
  - v. A temporary employee filling a posted regular part-time or regular full-time position will receive the wages and benefits of the position they are filling.
  - vi. The Employer shall not hire or use temporary employees to avoid the continuance, creation or filling of positions for or by regular employees.

#### **4.05**

##### **Spareboard Employee Purpose**

Spareboard employees are a type of temporary employee and as such the language of Article 4.04 applies to them. Spareboard employees shall be maintained and provided by the Union in order to supplement the regular and temporary establishment on an as need basis provided there is reasonable notice and members are available.

##### **Method of Payment**

- (a) Spareboard employees shall be paid as per APPENDIX 'A' – WAGES
- (b) Hours of work for spareboard employees shall be per Article 6.
- (c) Spareboard employees are entitled to overtime rates for work in excess of standard daily hours.

##### **Annual Vacations**

- (a) A spareboard employee shall receive vacation pay at a rate of six percent (6%) of the employee's basic pay on each paycheque, or at the employee's written request by November 30<sup>th</sup> for the subsequent calendar year, accumulated 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, the employee may opt at that time to receive vacation pay on each paycheque, or once a year as a lump sum payment. 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 the employee shall be returned to the employee's assigned temporary duty upon the completion of their vacation period, provided the temporary assignment is still available.

#### **4.06**

Temporary or spareboard employees do not receive benefits as per Article 9 during their probation period. However, their enrolment in the Public Service Pension Plan will be governed by the PSPP rules. Temporary or spareboard employees will get 10% pay in lieu of such benefits after they complete their probation period.

Temporary or spareboard employees who already were in receipt of benefits, or who were in receipt of 100% salary, at the date of ratification, shall be excluded from the application of Article 4.06.

### **ARTICLE 5 – EMPLOYMENT**

#### **5.01**

The Employer agrees to provide the Union with ninety (90) days' notice prior to implementing any change to existing Job Descriptions. It further agrees to consult with the Union within fourteen (14) days of such notice being given.

#### **5.02**

- (a) Newly hired employees must successfully complete a ninety (90) days worked probationary period or be terminated.
- (a) Employees shall receive written confirmation of the results of their probationary period as follows:
  - i. thirty (30) days worked evaluation
  - ii. sixty (60) days worked evaluation
  - iii. ninety (90) days worked evaluation
- (c) An employee promoted and/or transferred to another position within the bargaining unit shall be transferred on a trial period of 30 (thirty) days worked in the new position. Conditional on satisfactory service, the promotion shall become permanent upon completion of the trial period. Should the employee prove unsatisfactory in the position during the trial period, or be unable to perform the duties of the new position, or should the employee decide they are no longer interested, the employee shall be returned to their former or transferred position without loss of seniority and shall be paid their former salary plus any increases to the wage rates to which they may have become entitled had they not been promoted or transferred. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position and the foregoing seniority and wage rate policy shall apply.

## ARTICLE 6 – HOURS OF WORK

### 6.01

Seven and one-half (7 1/2) 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 except where amended by mutual agreement between employer and employee.

### 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 (1/2) hour increments and 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) hour's 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 the scheduled hours and within the regularly established work day shall be considered as off-schedule hours and paid for at the regular rate.

### 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 the overtime rate. If the emergency or part-time work does not require the full two (2) 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 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 paid at the rate it was earned. Overtime must be taken within one (1) year of being earned or it will be transferred to pre-retirement bank.

**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:

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

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.

\* (2nd 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.

## ARTICLE 8 – ANNUAL VACATION

### 8.01

- (a) Upon completion of twelve (12) months' service an employee shall be entitled to receive a paid vacation of twelve (12) working days. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
- (b) Upon completion of six (6) months' service in the first year of employment, an employee shall be entitled to receive a paid vacation of four (4) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
- (c)

Service Time Completed as Employees	Working Days Paid Vacation
6 Months Service (1 <sup>st</sup> Year)	4
1 Year Service (1 <sup>st</sup> Year)	8
2 Years Service	12
3 Years Service	12
4 Years Service	12
5 Years Service	18
6 Years Service	19
7 Years Service	20
8 Years Service	21
9 Years Service	22
10 Years Service	23
11 Years Service	24
12 Years Service	25
13 Years Service	26
14 Years Service	27
15 Years Service	28
16 Years Service	29
17 Years Service	30
18 Years Service	31
19 Years Service	32
20 Years Service	33
21 Years Service	34
22 Years Service	35

### 8.02

- (a) Vacations shall be selected by April 1<sup>st</sup> 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 1<sup>st</sup> may be scheduled by the BCFMWU. The

BCFMWU will consult with the affected employee.

**8.03**

Each employee who completes five (5) years' service shall receive eighteen (18) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

**8.04**

For each completed year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty-five (35) working days.

**8.05**

Payment for vacation entitlement outlined in Article 8.04 shall be:

- (a) 21 and 22 days - eight (8%) of gross earnings or the current wage rate, whichever is greater
- (b) 23 to 28 days inclusive - ten percent (10%) of gross earnings or the current wage rate, whichever is greater
- (c) 29 days and over - twelve percent (12%) of gross earnings or the current wage rate, whichever is greater.

**8.06**

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 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 resignations or retirement, or layoff.

**8.07**

Employees shall not accrue vacation credits while receiving L.T.D. benefits.

## ARTICLE 9 – BENEFIT PACKAGE

### BC Ferry & Marine Workers' Union, policy number 814413

#### 9.01

- (a) The Employer shall pay the total cost of the following benefits: medical, dental, extended health benefit, short term disability plan, long term disability, accidental death and dismemberment, group life insurance and Canada Pension Plan for each employee. It is understood that the Employer will not be required to underwrite the carrier. STIIP/LTD Plan to provide seventy-five (75%) of pay benefit.
- (b) MSP coverage for the employee is payable by the Employer on the first day of the month following date of hire. The balance of benefits are payable 90 days after date of hire.
- (c) The benefit plans shall be maintained for MoveUP Employees providing benefits no less than those contained in plans between BC Ferry Services Inc. and the BC Ferry & Marine Workers' Union.
- (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) The Employer to reimburse for receipted expenses for the shingles vaccine for employees and dependents covered under the Health and Welfare Plan.

#### 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 be provided a top up of the difference between the Employer's PSPP contribution rate and 10.5% (if applicable.)
- (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 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.

### **9.03**

Employees may elect to receive in cash as part of their regular weekly pay, in part or whole, the pension benefit outlined in the former 9.02.

### **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 31<sup>st</sup> 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 #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

### **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 two hundred dollars (\$200.00) annually for fees in gym, fitness centre, community centre, sports facility or fitness/exercise equipment. This is to be pro-rated for part years commencing upon ratification of this agreement.

### **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.

### **9.08**

Where the employee dies during the term of this agreement on 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.

**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).

**ARTICLE 10 – SICK LEAVE**

**10.01**

- (a) The Employer will allow each full-time or regular part-time employee one (1) days' sick leave with pay at his or her regular rate for each month of employment, sick leave to be accumulative up to a maximum of forty (40) working days, it being understood that bereavement leave shall not be charged to sick leave credits. For new employees, no sick leave will be earned unless they complete their probationary period. This entitlement shall be pro-rated for part time employment as follows: If an employee works one (1) day per week they would earn a maximum of ten (10) sick days. For two (2) days a week it would be a maximum of twenty (20) days. For three (3) days a week it would be a maximum of thirty (30) days.
- (b) An employee who qualifies for STIIP pay benefits of seventy-five percent [75%] should be entitled to top-up the STIIP payment to one hundred percent [100%] by charging sick leave entitlement and/or accumulation one-quarter [1/4] day's sick leave for each day of top-up. Sick leave will not accumulate during periods of L.T.D.
- (c) An employee may draw upon sick leave credits for medical and dental appointments.

**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 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 their intention to return to their position.

**10.03**

Medical certificates will be provided as evidence of illness upon request of the Employer, for any illness extending beyond three (3) working days. The cost of such medical certificates shall be paid by the Employer.

## 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 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 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.
- (c) In the event of the death of the employee's 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.

### 11.02 Special Leave

- (a) An employee not on leave of absence without pay, except under clause 11.05 of this Agreement, shall be entitled to special leave at their regular pay for the following:
  - 1) marriage of the employee three working days
  - 2) attend wedding of the employee's child one day
  - 3) birth or adoption of employee's child two days
  - 4) serious household or domestic emergency one day
  - 5) moving household furniture and effects one day
  - 6) attend their formal hearing to become a Canadian Citizen one day
  - 7) attend funeral as pallbearer or mourner one day
  - 8) court appearance for hearing of employee's child one day
  - 9) volunteer firefighter or certified first responder as required to an emergency
- (b) Two (2) weeks' notice, in writing, is required for leave under 1, 2, and 5 above.
- (c) Requests for leave under 3, 4, 7, and 8 above shall be submitted in writing upon the employee's return to work and shall include adequate reasons for the absence. It is understood that the onus of proof rests with the employee. Leave under these clauses shall not be granted failing such proof. For the purpose of 4 above, a serious household or domestic emergency is defined as an unanticipated urgent or accidental event in the employee's household which affects the safety and/or health of the family members, and which reasonably only the employee can attend to, or which otherwise would result in excessive costs, risk or threat to the household.
- (d) For the purpose of determining eligibility for special leave under 5, above, an employee shall qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects

during their normal working-hours, and if the employee has not already qualified for special leave under 5, above on one occasion within the preceding twelve (12) months.

- (e) Special leave is for the day of the event, except in the case of marriage of the employee. If the marriage occurs on a scheduled day of work, the employee shall be entitled to the day of the ceremony and two additional working days; otherwise, the employee is entitled to three working days. Special leave for the marriage must be taken on the working days as close as possible to the day of the ceremony, subject to the right of the employee to take the leave either side of the day of the ceremony.

#### **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 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 their former position with the Employer at the sub-office nearest their residence.
- (b) Further, the employee shall be permitted to transfer laterally from the sub-office nearest their residence or go directly to another sub-office, if a vacancy exists in the appropriate classification. This option is limited to two (2) years from the date the employee becomes eligible to return to work.
- (c) Where an employee elects to transfer to another sub-office, there shall be no additional cost to the Employer.

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

- (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**

- (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 the employee by the court, except traveling and meal expenses not reimbursed by the Employer.
- (d) Time spent at court by an employee in their official capacity shall be at the employees 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.
- (g) If an employee is required to attend at court under (d) and (e) above on a day of rest, 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 their ballot.
- (b) Any employee eligible to vote in Municipal elections or referenda shall make every effort to vote on the employee's own time on election day or in advance polls. Any employee who can demonstrate that the employee is unable to vote because the employee working shall have four (4) hours clear of work to cast 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 sub-office nearest the employee's residence.

**11.09 General Leave**

(a) The Employer shall grant leave of absence without pay to an employee provided 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.

**11.10 Deferred Salary Leave Plan**

(a) Regular employees may participate in the plan.

(b) Regular employees must apply to the Union President or designate 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 Union President or designate, 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.

(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 Plan shall be effective from the date of 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 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.

#### **11.11 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.

#### **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. All courses must be approved by the Employer. Such approval shall not be unreasonably denied.

#### **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 durations. 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 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 their intent to return to work, whichever is the earliest date.
  - d. Employees requesting both pregnancy and parental leave (per Article 11.14(a) (1) and (c) must apply for both of them at the same time.

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).

In order to receive this allowance, the employee must provide the Employer proof that they have applied for an 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.

(1) 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 relations 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 relations 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.

### **11.15 Compassionate Care Leave**

An employee shall be entitled to up to twenty-seven (27) 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 27 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.

### **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.

### **11.17 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 leave as seen in either Article 11 Leave of Absence or Article 10 Sick Leave.

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.

### **11.18 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.

### **11.19 First Responder Leave**

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

## ARTICLE 12 – PROMOTIONS, LAY-OFFS, RECALL AND SEVERANCE

### 12.01

The Employer shall fill bargaining unit job vacancies from within the office before 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.

(a) When a Contract or Temporary position is proposed by the Employer and it is not identified under the current classifications 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.

### 12.04 Lay-off

(a) If a reduction of office staff is necessary, the Employer shall give notice to the Union four 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 bumping 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.

### 12.05

(a) Employees agree to give two (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 of 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 their severance pay entitlement upon termination;
  - (ii) to remain on the recall list and be paid severance pay entitlement upon the 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.

**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 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 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).

**12.10**

Recalled employees shall receive their former salary and any salary increments to which the 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 Relocation**

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 an 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.
- (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 \$7,000
  - 8. Legal fees – Registration of deed, Land Registration, searches, certificates of encumbrances, photocopies, telephone, filing fees, miscellaneous office expense, 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 agreements.

**12.12**

Should an employee be promoted to a position covered by the servicing unit agreement, that employee must decide whether 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, the employee shall come back to their former position without loss of seniority and on the same wage scale as they were immediately prior to the employee's promotion.

## **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, 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.

## **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 Contracting Out**

- (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.

### **14.06**

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

### **14.07**

- (a) An employee shall be entitled to review the contents of 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 the steward has written authorization from the employee to do so.
- (b) The Employer shall inform an employee of any documents placed on the employee's file which may be the basis of disciplinary action. In the event an employee disputes any such entry in 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 or as needed. 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) Employer representatives and two (2) employees appointed by the Union. The committee shall meet 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.

#### **14.11 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 15 – SENIORITY**

### **15.01**

Seniority shall mean length of continuous service with the Employer from the date of latest hire, except where employee has received and accepted severance pay.

### **15.02**

An employee laid off and placed on the recall list under Article 12.07 and 12.08, shall be credited with unbroken seniority, upon recall within the recall period, from the latest date of hire.

### **15.03**

Regular part-time employees shall be credited with seniority from date of latest hire.

### **15.04**

When on approved leave of absence on Union business; sick leave and extended sick leave or Maternity/Parental Leave, under Articles 10 and 11, an employee shall continue to accrue seniority.

**ARTICLE 16 – TECHNOLOGICAL OR PROCEDURAL CHANGE & SEVERANCE  
PAY**

**16.01**

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.

**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 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)
  - (iv) any other pertinent data relating to the change(s).
- (c) At the request of either party a 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 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.

## **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 the 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 a 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 a 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, the employee shall be ineligible to claim severance pay under this Section for loss of employment due to that disability.

### **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.

## **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 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 the 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.

### **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.

## **ARTICLE 19 — ARBITRATION**

### **19.01**

Where a grievance cannot be amicably settled between the Parties to this Agreement, either of the Parties may, after exhausting the grievance procedure notify the other Party within five (5) days of its desire to submit the difference or allegation to arbitration.

### **19.02**

The Board of Arbitration shall be composed of three (3) members appointed as follows:

- (a) Within ten (10) days, the Employer and the Union shall each appoint a representative who shall, within ten (10) days of their appointment, jointly choose an additional member who shall be Chairperson. In the event of failure of two (2) representatives so appointed to agree upon a third Party, they shall apply to the Minister of Labour for the Province to appoint a third member.
- (b) Within ten (10) days of the appointment of the Chairperson, the Board shall commence hearing and render a decision within fourteen (14) days; matters to be placed before the Board to be submitted, in writing, by both Parties. Each Party to the dispute will bear the expense of their appointee and half the expense of the Chairperson.

### **19.03**

The findings and decisions of the Board of Arbitration shall be binding and enforceable on all Parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

### **19.04**

Where both parties agree a single arbitrator may be used.

## **ARTICLE 20 — HARASSMENT IN THE WORKPLACE**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual, personal and verbal harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in such harassment in the workplace.
- (b) Personal harassment means a course of conduct directed at a specific person, that causes distress in such a person and serves no legitimate work related purpose. It may include:
  - (i) physical threats or intimidation, physical assault; and
  - (ii) words, gestures or actions, the natural consequence of which is to humiliate, alarm and abuse another person.
- (c) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - (i) sexual solicitation or advance or inappropriate touching and sexual assault;
  - (ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (d) In cases of harassment, the employee has the right to discontinue contact with the harasser without incurring any penalty. In cases where the discontinuation of contact requires a transfer or reassignment of an employee, it shall be the harasser who, whenever possible, is transferred or reassigned. The employee who is harassed shall not be reassigned or transferred against their will.
- (e) An employee who wishes to pursue a concern arising from an alleged harassment may submit a grievance directly to Step 2 of the grievance procedure within sixty (60) days of the latest alleged occurrence.

## **ARTICLE 21 — PRE-RETIREMENT BANK**

Any credits accumulated shall be used as paid 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.

## **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 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 coverage in the dental plan.

**Medical Plan:** Employees job sharing are entitled to coverage in the Medical Plan.

**Extended Health:** Employees job sharing are entitled to coverage in the Extended Health Plan.

**Group Life Insurance Plan:** The Employer shall maintain 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 the employee scheduled to work on the day in question.

**Payment to Dependent on Death:** Employees job sharing are entitled to this benefit.

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.

## ARTICLE 23— DURATION

- a) This Agreement shall be binding and remain in full force for the period from and including August 1, 2021 to and including July 31, 2025.
- b) **Notice to Bargain**  
Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining.
- c) **Agreement to Continue in Force**  
Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or lockout, as the case may be.
- d) Exclusion of Operations; Section 50(2) and 50(3) L.R.C. The Parties agree to exclude the operations of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provision.
- e) The memoranda attached to this Agreement are incorporated and form part of the Agreement unless specified in the memoranda.

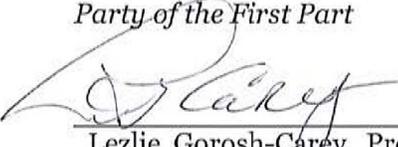
**ARTICLE 24 – AGREEMENT TO CONTINUE IN FORCE**

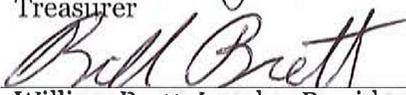
Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

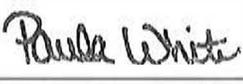
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**SIGNED ON BEHALF OF THE EMPLOYER:**

*Party of the First Part*

  
\_\_\_\_\_  
Lezlie Gorosh-Carey, Provincial Secretary-  
Treasurer

  
\_\_\_\_\_  
William Brett, Local 11 President

  
\_\_\_\_\_  
Paula White, Provincial 1<sup>st</sup> Vice-President

**SIGNED ON BEHALF OF THE UNION:**

*Party of the Second Part*

  
\_\_\_\_\_  
Phillip Bargaen, Union Representative

  
\_\_\_\_\_  
Vicki Barta, Job Steward

  
\_\_\_\_\_  
Sandra Newton, Job Steward

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**MEMORANDUM OF UNDERSTANDING #1**

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

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

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**MoveUP COMPUTER GENERATED DUTIES**

Given that all work in the office of the BC Ferry & Marine Workers' Union (BCFMWU) is on behalf of the members of the aforesaid Union, and notwithstanding agreement elsewhere in the Collective Agreement, the BCFMWU and MoveUP (Canadian Office and Professional Employees Union Local 378), agree to:

- All final copy of word processed documents traditionally and customarily performed by MoveUP will be produced by MoveUP and uploaded and/or posted to BCFMWU.com and BCFMWU social media sites.
- Producing and utilizing all QuickBooks functions; production reports or the program of the day that has been traditionally and customarily performed by MoveUP will remain a function of MoveUP.
- Document transfer between the Employer/UNIFOR and MoveUP can be done by hard copy, diskette, voice recordings, electronic mail or network file transfer.
- MoveUP will be responsible for all formatting and spell checking of final copy.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**SIGNED ON BEHALF OF THE EMPLOYER:**

*Party of the First Part*

**SIGNED ON BEHALF OF THE UNION:**

*Party of the Second Part*

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Brian Lalli, Provincial Secretary-Treasurer

---

Barry Hudson, Union Representative

---

Stuart Pelly, Local 4 President

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Sandra Newton, Job Steward

---

Paula White

---

Marilyn Whitworth, Job Steward

*E&OE*

**APPENDIX "A" – WAGES**

**CLASSIFICATIONS AND WAGE RATES**

		<b>Feb 1, 2022</b> <i>**Me too clause to BCFMW U April 1, 2022</i>	<b>Feb 1, 2023</b> <i>2%</i>	<b>Feb 1, 2024</b> <i>2%</i>	<b>Feb 1, 2025</b> <i>2% or **Me too, if greater</i>
<b>Administrative Coordinator</b>	Hourly	40.00	40.80	41.62	42.45
	Biweekly	3000.00	3060.00	3121.50	3183.75
<b>Accounting Clerk</b>	Hourly	37.43	38.18	38.94	39.72
	Biweekly	2,245.80	2,290.80	2,336.40	2,383.20
<b>Administrative Assistant</b>	Hourly	34.30	34.99	35.69	36.40
	Biweekly	2,058.00	2,099.40	2,141.40	2,184.00
<b>Accounts Payable/ Payroll Clerk</b>	Hourly	35.86	36.58	37.31	38.06
	Biweekly	2151.60	2194.80	2238.60	2283.60
<b>Receptionist / Administrative Asst.</b>	Hourly	30.94	31.56	32.19	32.83
	(*Probationary)	29.92	30.52	31.13	31.75
	Biweekly	2,320.50	2,367.00	2,414.25	2,462.25
	(*Probationary)	2,244.00	2,289.00	2,334.75	2,381.25
<b>Temporary (90% of above)</b>					
Administrative Coordinator	Hourly	36.00	36.72	37.46	38.20
Accounting Clerk	Hourly	33.69	34.36	35.05	35.75
Administrative Asst.	Hourly	30.87	31.49	32.12	32.76
Accounts Payable / Payroll Clerk	Hourly	32.27	32.92	33.58	34.25
Receptionist / Administrative Asst.	Hourly	27.85	28.40	28.97	29.55

\* Probationary Rate

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

**Temporary Rate:** This rate would not apply to "Spare Board" employees prior to July 31, 2012 and to Temporary Employees filling a posted regular part-time or full-time position. Employees hired prior to July 31, 2012 would be exempt from the introductory wage.

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**MEMORANDUM OF UNDERSTANDING #2**

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

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

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**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 — \$350.00 maximum
- 2<sup>nd</sup> year — \$525.00 maximum
- 3<sup>rd</sup> year — \$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 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 31<sup>st</sup> of that year.

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

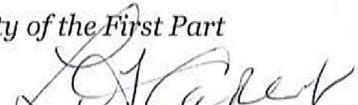
Signed this 2nd day of February, 2022.

**SIGNED ON BEHALF OF THE EMPLOYER:**

**SIGNED ON BEHALF OF THE UNION:**

*Party of the First Part*

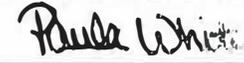
*Second Part*

  
\_\_\_\_\_  
Lezlie Gorosh-Carey, Provincial Secretary-Treasurer

  
\_\_\_\_\_  
Phillip Bargaen, Union Representative

  
\_\_\_\_\_  
William Brett, Local 11 President

  
\_\_\_\_\_  
Vicki Barta, Job Steward

  
\_\_\_\_\_  
Paula White, Provincial 1<sup>st</sup> Vice President

  
\_\_\_\_\_  
Sandra Newton, Job Steward

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**MEMORANDUM OF UNDERSTANDING #4**

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

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

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

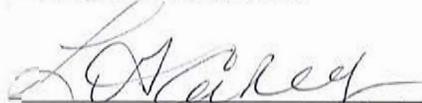
1. The Employer agrees to the following moving expenses for permanent employees:
  - a) Up to three days without loss of pay for moving
  - b) An allowance of up to \$3000 for moving expenses, incidental moving expenses, moving insurance, and/or commuting expenses.
2. Once the employee has accepted these moving expenses they shall no longer be entitled to severance and shall have been deemed to have accepted the relocation position.

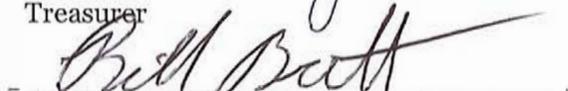
Signed this            day of            ,            2022.

**SIGNED ON BEHALF OF THE EMPLOYER:**

*Party of the First Part*

**'ORIGINAL SIGNED'**

  
\_\_\_\_\_  
Leslie Gorosh-Carey, Provincial Secretary-Treasurer

  
\_\_\_\_\_  
William Brett, Local 11 President

  
\_\_\_\_\_  
Paula White, Provincial 1<sup>st</sup> Vice-President

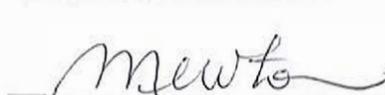
**SIGNED ON BEHALF OF THE UNION:**

*Party of the Second Part*

**'ORIGINAL SIGNED'**

  
\_\_\_\_\_  
Phillip Barga, Union Representative

  
\_\_\_\_\_  
Vicki Barta, Job Steward

  
\_\_\_\_\_  
Sandra Newton, Job Steward

E&OE

**MEMORANDUM OF AGREEMENT**

**BETWEEN: BC FERRY & MARINE WORKERS UNION**  
(The "Employer")  
**AND: MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378)**  
(The "Union")

This Memorandum shall remain in full force and effect during the term of this Collective Agreement (August 1, 2009 to July 31, 2012) and each successive Collective Agreement and may only be amended by collective bargaining and subject to any changes following ratification of such amendments by both Parties. The aforementioned parties do hereby agree:

The position of RECEPTIONIST/ADMINISTRATIVE ASSISTANT will be filled and covered under all provisions of the Collective Agreement except as follows:

**ARTICLE 6 – HOURS OF WORK**

6.01 the number of work days per week will be five,  
And the weekly hours will be thirty-seven and one-half

**ARTICLE 8 – ANNUAL VACATION**

8.01 (a) the number of vacation days will be fifteen,  
(b) the number of advance days will be five  
8.03 the number of vacation days earned on completion of 5 years' service will be twenty-three working days

**ARTICLE 10 – SICK LEAVE**

10.01 the maximum days of sick leave accrual will be fifty working days, accrued at the rate of one and one quarter days per month.

Signed this 24 day of May, 2013.

**SIGNED ON BEHALF OF THE EMPLOYER:**

*Party of the First Part*

**SIGNED ON BEHALF OF THE UNION:**

*Party of the Second Part*

\_\_\_\_\_  
Kevin Lee, Provincial Secretary-Treasurer

\_\_\_\_\_  
Kevin Smyth, Union Representative

\_\_\_\_\_  
Lisa Hayes, Local 4 President

\_\_\_\_\_  
Vicki Barta, Job Steward

\_\_\_\_\_  
Girija Emery, Local 19 President

\_\_\_\_\_  
Jenny Rouse

E&OE