

COLLECTIVE AGREEMENT

between

WATERBRIDGE EQUIPMENT INC.

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from April 1, 2019 to March 31, 2022

TABLE OF CONTENTS

DEFINITIONS.....	1
Article 1 - PREAMBLE.....	3
1.1 Purpose of Agreement.....	3
1.2 Future Legislation	3
1.3 Conflict With Regulations	3
1.4 Singular and Plural	4
1.5 Human Rights Code	4
1.6 Sexual Harassment	4
1.7 Discrimination and Sexual Harassment Complaint Procedures.....	5
1.8 Bullying in the Workplace.....	6
ARTICLE 2 - UNION RECOGNITION AND RIGHTS	7
2.1 Bargaining Unit Defined.....	7
2.2 Bargaining Agent Recognition	8
2.3 Correspondence.....	8
2.4 No Other Agreement	8
2.5 No Discrimination for Union Activity	8
2.6 Recognition and Rights of Stewards	9
2.7 Bulletin Boards.....	9
2.8 Union Insignia	9
2.9 Right to Refuse to Cross Picket Lines	9
2.10 Time Off for Union Business	9
2.11 Union Meetings.....	10
ARTICLE 3 - UNION SECURITY.....	11
ARTICLE 4 - CHECK-OFF OF UNION DUES.....	11
ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES	11
ARTICLE 6 - EMPLOYER'S RIGHTS	12
ARTICLE 7 - EMPLOYER/UNION RELATIONS	12
7.1 Union and Employer Representation.....	12
7.2 Union Bargaining Committees	12
7.3 Union Representatives	12
7.4 Technical Information.....	13
7.5 Policy Meetings.....	13
7.6 Emergency Services	13
ARTICLE 8 - GRIEVANCES	13
8.1 Grievance Procedure	13
8.2 Step 1.....	13
8.3 Time Limits to Present Initial Grievance	13
8.4 Step 2.....	13
8.5 Time Limit to Reply at Step 2.....	14
8.6 Failure to Act.....	14
8.7 Time Limits to Submit to Arbitration	14
8.8 Administrative Provisions	14
8.9 Dismissal or Suspension Grievances	14
8.10 Deviation from Grievance Procedure	15

8.11	Policy Grievance.....	15
8.12	Technical Objections to Grievances	15
8.13	Effective Date of Settlements.....	15
8.14	Amending Time Limits	15
ARTICLE 9 - ARBITRATION.....		16
9.1	Notification	16
9.2	Assignment of a Single Arbitrator	16
9.3	Amending Time Limits	16
9.4	Expedited Arbitration	16
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE		18
10.1	Burden of Proof.....	18
10.2	Dismissal.....	18
10.3	Suspension	18
10.4	Dismissal and Suspension Grievance	18
10.5	Right to Grieve Other Disciplinary Action	18
10.6	Employee Appraisal Forms.....	18
10.7	Personnel File.....	19
10.8	Right to Have Steward Present	19
10.9	Rejection During Probation	19
10.10	Abandonment of Position	19
ARTICLE 11 - SENIORITY		20
11.1	Seniority Defined	20
11.2	Seniority List.....	20
11.3	Loss of Seniority	20
11.4	Re-Employment	21
11.5	Bridging of Service	21
11.6	Re-employment of Retirees	21
ARTICLE 12 - SERVICE CAREER POLICY		21
12.1	Filling of Vacancies.....	21
12.2	Notification	22
12.3	Appeal Procedure	22
12.4	Interview Expenses	22
12.5	Transfers Without Posting.....	22
12.6	Probationary Period Upon Promotion	23
12.7	Temporary Vacancies	23
12.8	Job Orientation	23
12.9	Substitution for Experience	23
12.10	Secondments	24
ARTICLE 13 - LAYOFF AND RECALL OF REGULAR EMPLOYEES		24
13.1	Pre-Layoff Canvass.....	24
13.2	Role of Seniority in Layoff.....	24
13.3	Notice of Layoff.....	24
13.4	Options Upon Layoff.....	25
13.5	Auxiliary Displacement	25
13.6	Employee Placement Resulting from a Cutback in the Workforce.....	25
13.7	Recall	25
13.8	Retraining and Adjustment Period.....	26

13.9	Early Retirement	26
13.10	Joint Committee.....	26
ARTICLE 14 - HOURS OF WORK		27
14.1	Hours of Work.....	27
14.2	Work Schedules	27
14.3	Conversion of Hours	33
14.4	Rest Periods	33
14.5	Standby Provisions.....	33
14.6	Meal Periods	33
14.7	Work Start Times	34
14.8	Standard Hours – Administrative Services.....	34
14.9	Flextime.....	34
14.10	Modified Workweek	34
14.11	Split Shifts.....	35
14.12	Transfer to Another Watch	35
ARTICLE 15 - SHIFT WORK.....		35
15.1	Definition of Shifts and Shift Premiums.....	35
15.2	Shift Premium Entitlement.....	35
15.3	Notice of Work Schedules	35
15.4	Short Changeover Premium	36
15.5	Time Sheets.....	36
15.6	Exchange of Shifts	36
15.7	Shortfall of Annual Working Hours	36
ARTICLE 16 - OVERTIME.....		36
16.1	Definitions	36
16.2	Authorization and Application of Overtime.....	36
16.3	Overtime Entitlement.....	37
16.4	Recording of Overtime	37
16.5	Sharing of Overtime.....	37
16.6	Overtime Compensation	37
16.7	Overtime Meal Allowance	38
16.8	No Layoff to Compensate for Overtime.....	39
16.9	Right to Refuse Overtime	39
16.10	Overtime for Part-Time Employees.....	39
16.11	Callout Provisions.....	39
16.12	Rest Interval After Overtime	40
16.13	Captains and Engineers Meetings	40
16.14	Overtime for Auxiliaries.....	40
ARTICLE 17 - PAID HOLIDAYS		40
17.1	Paid Holidays.....	40
17.2	Holidays Falling on Saturday or Sunday	41
17.3	Holiday Falling on a Day of Rest	41
17.4	Holiday Falling on a Scheduled Workday.....	41
17.5	Holiday Coinciding With a Day of Vacation.....	41
17.6	Christmas or New Year's Day Off	41
17.7	Paid Holiday Pay.....	41

ARTICLE 18 - ANNUAL VACATIONS.....	41
18.1 Annual Vacation Entitlement	41
18.2 Vacation Earnings for Partial Years	42
18.3 Prime Time Vacation Period.....	43
18.4 Vacation Preference	43
18.5 Vacation Scheduling.....	43
18.6 Vacation Schedules	43
18.7 Vacation Pay.....	44
18.8 Vacation Relief	44
18.9 Approved Leave of Absence With Pay	44
18.10 Vacation Carryover	44
18.11 Callback From Vacation	45
18.12 Vacation Leave on Retirement	45
18.13 Vacation Credits Upon Death.....	45
ARTICLE 19 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY	45
ARTICLE 20 - SPECIAL AND OTHER LEAVE	45
20.1 Bereavement Leave	45
20.2 Special Leave	46
20.3 Family Illness	46
20.4 Full-Time Public Duties	46
20.5 Elections	47
20.6 Leave for Court Appearances	47
20.7 Leave for Writing Examinations	47
20.8 Leave for Taking Courses	47
20.9 General Educational Leave	48
20.10 Training Leave	49
20.11 General Leave	49
20.12 Leave for Medical and Dental Care	49
20.13 Maximum Leave Entitlement	50
20.14 Emergency Service Leave	50
20.15 Canadian Armed Forces.....	50
20.16 Donor Leave	51
20.17 Other Religious Observances	51
20.18 First Nations Traditions.....	51
20.19 Provisions Regarding Attendance at Conferences, etc.	51
20.20 Compassionate Care Leave	51
20.21 Caregiving Benefits and Leave.....	51
ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE	52
21.1 Maternity Leave	52
21.2 Parental Leave.....	52
21.3 Maximum Combined Entitlement.....	53
21.4 Benefit Waiting Period Allowance	53
21.5 Maternity Leave Allowance	53
21.6 Parental Leave Allowance	53
21.7 Pre-Placement Adoption Leave.....	54
21.8 Benefits Continuation	54
21.9 Deemed Resignation.....	54
21.10 Entitlements Upon Return to Work.....	54

21.11	Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment ...	55
21.12	Benefits Upon Layoff	55
21.13	Extended Child Care Leave	55
ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY		56
22.1	Statutory Compliance	56
22.2	Supply and Maintenance of Safety Equipment	56
22.3	Joint Occupational Health and Safety Committees.....	56
22.4	Unsafe Work Conditions.....	57
22.5	Investigation of Accidents	57
22.6	Occupational First Aid Requirements and Courses	57
22.7	Injury Pay Provision	58
22.8	Safety and Health – Administrative Services	58
22.9	Video Display Terminals*	59
22.10	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances	60
22.11	Radio Contact or Employee Check	60
22.12	Communicable Diseases	60
22.13	Workplace Violence.....	61
22.14	Pollution Control.....	61
22.15	Training Program for Occupational Health and Safety Committee Members	61
22.16	Skin Protection From Ultraviolet Radiation	61
22.17	Employee Safety Travelling To and From Work	62
22.18	Strain Injury Prevention.....	62
ARTICLE 23 - TECHNOLOGICAL CHANGE		62
23.1	.....	62
23.2	.....	62
23.3	.....	63
23.4	.....	63
23.5	.....	63
23.6	Introduction of a New Vessel	63
ARTICLE 24 - CONTRACTING OUT.....		63
ARTICLE 25 - HEALTH AND WELFARE.....		64
25.1	Basic Medical Insurance	64
25.2	Extended Health Care Plan	64
25.3	Dental Plan	66
25.4	Group Life.....	66
25.5	Air Travel Insurance	66
25.6	Employment Insurance.....	67
25.7	Medical Examination	67
25.8	Legislative Changes	67
25.9	Employee and Family Assistance Program	67
25.10	Health and Welfare Plans	67
25.11	Designation of Spouse	68
ARTICLE 26 - WORK CLOTHING		68
26.1	Uniforms and Protective Clothing.....	68
26.2	Laundering & Dry cleaning	68
26.3	Clothing Issue	68
26.4	Clothing Issue	69

26.5	Union Label	71
26.6	Purchase of Work Clothing	71
26.7	Safety Footwear	71
ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....		72
27.1	Equal Pay	72
27.2	Paydays.....	72
27.3	Substitution Pay	72
27.4	Substitution Pay/Appointment	73
27.5	Rate of Pay on Reclassification or Promotion.....	74
27.6	Senior Chief Engineer's Wage Differential.....	74
27.7	Pay on Temporary Assignment	75
27.8	Salary Protection and Downward Reclassification of Position.....	75
27.9	Vehicle Allowances	75
27.10	Meal Allowances.....	75
27.11	Isolation Allowance.....	76
27.12	Safety Equipment.....	76
27.13	Certificate Allowance.....	76
27.14	Transportation for Employees.....	77
27.15	Cashier Policy	77
27.16	Dirty Money and Heat Money.....	77
27.17	Abnormal Working Conditions	77
27.18	Upgrading Qualifications	77
27.19	Accommodation, Board and Lodging.....	77
27.20	Relocation Expenses	78
27.21	Relocation at Time of Retirement	78
27.22	Retirement Allowance and Pre-Retirement Leave.....	78
27.23	Salary Rate Upon Employment	78
27.24	Travel Incidentals	78
27.25	Salary Rate on Demotion	79
27.26	Hourly, Daily and Partial Month Calculations	79
27.27	Child Care Expenses	79
27.28	Lodging Allowance	80
27.29	Qualified Registered Professional Fees.....	80
27.30	Payment for Missed Work Opportunities	80
ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION		80
28.1	Classification Plan	80
ARTICLE 29 - WATERBRIDGE EQUIPMENT INC. JOINT COMMITTEE		80
29.1	Establishment of Joint Committee.....	80
29.2	Meetings of Committee.....	81
29.3	Chairperson of Committee	81
29.4	Responsibilities of Committee	81
29.5	Rehabilitation.....	81
ARTICLE 30 - AUXILIARY EMPLOYEES		82
30.1	Auxiliary Employees.....	82
30.2	In Service Status for Applying for Regular Positions.....	82
30.3	Seniority	83
30.4	Loss of Seniority	83
30.5	Layoff and Recall.....	84

30.6	Application of Agreement	87
30.7	Health and Welfare.....	87
30.8	Weekly Indemnity.....	87
30.9	Medical, Dental and Group Life Insurance	88
30.10	Designated Paid Holidays	88
30.11	Annual Vacations	89
30.12	Eligibility Requirements for Benefits.....	90
ARTICLE 31 - GENERAL CONDITIONS		90
31.1	Commuting.....	90
31.2	Tools	90
31.3	Comprehensive Insurance	91
31.4	Indemnity	91
31.5	Payroll Deductions	91
31.6	Political Activity.....	92
31.7	Copies of Agreements.....	92
31.8	Travel Advance.....	93
31.9	Private Vehicle Damage.....	93
31.10	Personal Property Damage.....	93
31.11	Crew Parking Lots	93
31.12	Disclosure of Information	93
31.13	Marine Disaster.....	94
31.14	Electronic Monitoring	94
31.15	Misuse of Managerial/Supervisory Authority.....	94
31.16	No Painting.....	95
31.17	Maintenance of Terminal Facilities	96
31.18	Personal Duties	96
31.19	Deck Department.....	96
31.20	Crew Accommodation	96
31.21	Washrooms.....	96
31.22	Lockers	96
31.23	Painting in Inclement Weather	96
31.24	Request for Reassignment to Another Watch.....	96
ARTICLE 32 - EMPLOYMENT EQUITY		96
ARTICLE 33 - SPECIAL EMPLOYMENT PROGRAMS		97
33.1	Cooperative Education Training Program	97
33.2	Youth Employment Program.....	97
ARTICLE 34 - PENSION PLAN		98
ARTICLE 35 - TERM OF AGREEMENT.....		98
35.1	Duration	98
35.2	Notice to Bargain	98
35.3	Commencement of Bargaining.....	99
35.4	Change in Agreement	99
35.5	Agreement to Continue in Force.....	99
35.6	Effective Date of Agreement.....	99
APPENDIX 1.....		101
	Classification Series	101

APPENDIX 2.....	101
Excluded Classes.....	101
APPENDIX 3A and 3B.....	102
Salary Grid.....	102
APPENDIX 3C.....	106
Classification Titles and Grid Ranges	106
APPENDIX 3D	107
Special Employment Program Rates.....	107
APPENDIX 4.....	108
Short and Long-Term Disability.....	108
APPENDIX 6.....	119
Biweekly Pay Conversion Schedule Isolation Allowance	119
INFORMATION APPENDIX I.....	120
Re: Advance Payment of Group Life Benefits.....	120
MEMORANDUM OF AGREEMENT #1	120
Job Sharing.....	120
MEMORANDUM OF AGREEMENT #2	122
Work Schedules	122
MEMORANDUM OF AGREEMENT #3	124
Additional Vacation Day.....	124
MEMORANDUM OF UNDERSTANDING #1	125
Stewards at Step 2 of the Grievance Procedure	125
MEMORANDUM OF UNDERSTANDING #2	125
Board and Lodging and Relocation Expenses.....	125
MEMORANDUM OF UNDERSTANDING #3	133
Effective Use of Human Resources.....	133
MEMORANDUM OF UNDERSTANDING #4	133
Union/Management Joint Training.....	133
MEMORANDUM OF UNDERSTANDING #5	134
Priority Placement and Employment Equity	134
MEMORANDUM OF UNDERSTANDING #6	135
Re: Modified Successorship Agreement.....	135
MEMORANDUM OF UNDERSTANDING #7	136
Re: Illness and Injury Prevention	136
MEMORANDUM OF UNDERSTANDING #8	137
Regular Part-Time Employees.....	137
MEMORANDUM OF UNDERSTANDING #9	137
Regarding the Application of Articles 13 & Article 19.....	137
MEMORANDUM OF UNDERSTANDING #10	137
Regarding Scheduling of Earned Time Off and Vacation on Layoff.....	137

MEMORANDUM OF UNDERSTANDING #11	138
Regarding Gainsharing	138
MEMORANDUM OF UNDERSTANDING #12	138
Time Banks.....	138
MEMORANDUM OF UNDERSTANDING #13	138
Classification Review	138
MEMORANDUM OF UNDERSTANDING #14	138
Successorship Training Commitment	138
LETTER OF UNDERSTANDING #1	139
Supplemental Employment Benefit Plan.....	139
LETTER OF UNDERSTANDING #2	139
Regarding Auxiliary Employees – STIIP	139
LETTER OR UNDERSTANDING #3.....	140
Education Fund	140
LETTER OF UNDERSTANDING #4	140
7 X 7 Shift Pattern.....	140
LETTER OF UNDERSTANDING #5	140
Administrative Services Recognition Day	140
letter of understanding #5.....	140
General Wage Increase for Years 4 & 5	140

DEFINITIONS

For the purpose of this agreement:

- (1) "*Francois Lake Ferry*" Operations - are those operations covered by WaterBridge Equipment Inc. including the Francois Lake Ferry tug & barges, shore facilities and dry dock;
- (2) "*Bargaining Unit*" – is all employees of WaterBridge Equipment Inc., Francois Lake Ferry Division;
- (3) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection;
- (4) "*CEO*" - will be the President of WaterBridge Equipment Inc. or designate.
- (5) "*child*" - wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
- (6) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least six months. The period of co-habitation may be less than six months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (7) "*classification series*" - means an occupational unit as specified in Appendix 1;
- (8) "*continuous employment*" or "*continuous service*" - means uninterrupted employment in the Public Service of British Columbia and any successor employer subject to the provisions of Article 11.3;
- (9) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (10) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (11) "*employee*" - means a member of the bargaining unit and includes:
 - (a) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
 - (b) "*auxiliary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
 1. seasonal positions;
 2. positions created to carry out special projects or work which is not continuous;
 3. temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave;
 4. temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;

"*employee*" does not include:

- (a) persons excluded by Article 139 of the *Labour Relations Code*;
- (b) incumbents of managerial or confidential positions mutually excluded by the parties to this agreement;

(c) excluded positions as outlined in Appendix 2—Excluded Personnel.

(12) "*Employer*." - means WaterBridge Equipment Inc. or any successor employer;

(13) "*headquarters or geographic location*" - is that area within a radius of 32 kilometres of where an employee ordinarily performs their duties. For the purposes of Articles 12.6, and 13 and relocation expenses arising therefrom, "*headquarters or geographic location*" will be redefined as a radius of 50 kilometres of where an employee ordinarily performs their duties.

When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

(14) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;

(15) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;

(16) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;

(17) "*Joint Committee*" - will be the Committee contemplated by Article 29.

(18) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;

(19) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13—Layoff and Recall or Article 30—Auxiliary Employees;

(20) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;

(21) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;

(22) "*other duties*" – where this term is used in job descriptions, it is understood to mean within one's department.

(23) "*point of assembly*" - means a mutually agreed to location where an employee regularly reports for work assignments within his/her seniority block.

(24) "*President*" - means the President of the Union.

(25) "*probation*" - for an employee means the following:

(a) if a person who is not an employee is appointed to a position in the bargaining unit, the person is on probation until he or she has worked the equivalent of six months' full-time employment;

(b) if the person is appointed from within the bargaining unit, a probation period in the new position not exceeding the equivalent of six months' full-time employment may be imposed;

(c) the Employer may reject an employee during the probation period if the Employer considers that the employee is unsuitable for employment in the position to which he or she was appointed;

(d) employees rejected on probation in Definitions (b) shall return to their original position.

- (26) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;
- (27) "*relocation*" - refers to the movement of an employee from one geographic location to another;
- (28) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;
- (29) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (30) "*seniority block*" - is defined as Francois Lake Ferry Operation;
- (31) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (32) "*spouse*" - includes husband, wife and common-law spouse;
- (33) "*termination*" - is the separation of an employee from WaterBridge Equipment Inc. for cause pursuant to Article 10—Dismissal, Suspension and Discipline, Article 11—Seniority, or Article 30-Auxiliary Employees;
- (34) "*travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on employer business with the approval of the Employer.
- (35) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU);
- (36) "*workday*" - is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (37) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the quality of the Public Service provided by WaterBridge Equipment Inc. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the WaterBridge Equipment Inc. in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Regulations

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

1.4 Singular and Plural

Wherever the singular is used in this agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.5 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

In accordance with Article 7.5, the parties will continue to review methods of extending knowledge of the *Human Rights Code* and for extending knowledge relating to the *Human Rights Code* to all employees.

The Employer, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of the prohibited grounds contained in the *BC Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offence unrelated to their employment.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This article does not preclude an employee from filing a complaint under Article 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Article 1.7. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Article 1.5

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

1.6 Sexual Harassment

The Employer, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This article does not preclude an employee from filing a complaint under Article 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Article 1.7. In either event a complaint of sexual harassment, if included as an element of a grievance shall not be pursued through the process identified in Article 1.7.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8—Grievances.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.7 Discrimination and Sexual Harassment Complaint Procedures

(a) All persons involved in the handling of a discrimination or sexual harassment complaint under Articles 1.5 or 1.6 shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(b) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person 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.

(c) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(d) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the CEO or their designate within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name and title of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

(e) The CEO or their designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the CEO or their designate or such later date as may be mutually agreed by the CEO or their designate and the Union.

(f) Where the matter is not resolved pursuant to Article 1.7(e), the Union may refer the matter to adjudication in accordance with the agreed upon Discrimination and Harassment In The Workplace Policies and Procedures.

(g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

(h) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the respondent accordingly.

(i) Pending the determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this article will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(j) The complainant will not be relocated without their agreement.

1.8 Bullying in the Workplace

(a) Employees have the right to work in an environment free from bullying and the parties agree that there is a need to take responsible action to prevent bullying and whenever they become aware of such behaviour, put a stop to it. Bullying refers to vexatious behaviour taking the form of repeated hostile conduct, comments, actions, or gestures that affects an employee's dignity and that results in a harmful work environment; or a single incident of such behaviour that has a lasting harmful effect on an employee may also constitute bullying.

(b) (1) A complaint of bullying between co-workers will be brought to the attention of the Employer within 30 days of the most recent alleged occurrence. It will be investigated by the Manager and, if substantiated, appropriate action will be taken to remedy the complaint. Details of the complaint will be provided to the respondent and the Union. The investigation shall be completed within 30 days of receiving the complaint. Any proposed resolution shall be issued within 14 days of receiving the results of the investigation.

- (2) If the disposition of the complaint is disputed by the complainant or respondent, either one of them may pursue the matter further with the CEO within 21 days of having received notification or resolution referenced in (b)(1). The CEO will investigate this matter and, if substantiated, take appropriate action within 30 days to resolve the complaint.
- (3) A steward may be utilized to assist members at any point in this procedure.
- (c) (1) If the disposition of the complaint is still disputed by either employee, the Union may refer the matter, in writing to a mutually agreed to Adjudicator within 21 days.
 - (2) The Adjudicator will review the matter and may make a decision. If the Adjudicator determines that there is no basis for the complaint or there are insufficient particulars, the Adjudicator will dismiss the case.
 - (3) Where the Adjudicator determines there is sufficient reason to conduct a mediation/arbitration hearing, the Adjudicator shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause.
 - (4) Hearings shall be conducted on an expedited, non-precedential basis so as to give those involved a fair hearing. The Adjudicator may admit any evidence deemed necessary or appropriate. The Adjudicator will set its own process and may:
 - (i) make findings of fact;
 - (ii) decide if, on the facts, bullying has occurred;
 - (iii) attempt to mediate a resolve;
 - (iv) dismiss the complaint.

The decision of the Adjudicator shall be final and binding and consistent with the terms of the collective agreement.

The Adjudicator shall be seized with any grievance(s) filed which pertain to the bullying complaint.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the WaterBridge Equipment Inc. bargaining unit as defined in this agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions. The parties to this agreement acknowledge the difficulty in establishing a policy for determining managerial and/or confidential exclusions. The parties further agree that cognizance shall be given to the degree to which employees, at varying levels, are involved either in the formation of employer policy or in the process of employer-employee relations.
- (b) The guidelines to be considered in negotiating exclusions shall be:
 - (1) position incumbents employed for the primary purpose of exercising senior management functions;
 - (2) position incumbents employed in a confidential capacity in matters relating to labour relations;
 - (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

(c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement, or by determination by the Labour Board.

(d) (1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.

(2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.

Such discussions shall include an interview with the incumbent and their immediate supervisor. Where the position is vacant, the supervisor shall be interviewed. These interviews may be waived by mutual agreement.

(3) If no agreement is reached or if no response is received from the Union within 90 days of the date of notification in Article 2.1(d)(1), the Employer may refer the matter to the Labour Relations Board.

(4) Where a matter has been referred to the Labour Relations Board, the Board decision, will be deemed to be binding on the parties.

(5) The Employer shall provide to the Union on an annual basis a list of excluded positions and incumbents.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, applies.

2.3 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of this agreement, as it applies to that employee, shall be forwarded to the President of the Union or their designate.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.10 Time Off for Union Business

- (a) *Without pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;
- (b) "With pay" – Leave of absence with basic current pay and without loss of seniority will be granted to:
- (1) Up to three employees in order for them to be present at negotiation meetings with the Employer. The Union shall have the right to have, at any time, the assistance of members or the staff of the Union when negotiating with the Employer. The leave shall apply to days of negotiation. If the days of negotiation fall on an employee's day of rest, he/she will receive a day in lieu to be scheduled by mutual agreement.
 - (2) Leave of absence without loss of current pay or seniority shall be granted to union appointees who are attending and may require travel time to attend the Joint Committee meetings.
- (c) To facilitate the administration of this article when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this article shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (d) The Employer shall grant, on request, leave of absence without pay:
- (1) for employees selected for a full-time position with the Union for a period of one year;
 - (2) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union.
 - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

2.11 Union Meetings

- (a) The Employer recognizes that due to the nature of the employment of employees it is often difficult for the President or staff representatives to meet with employees outside of normal working hours. Therefore, the Employer agrees to grant permission to the President or his designate, a staff representative, upon prior notice, to meet with employees aboard the vessels or terminal during working hours. Permission to visit such worksites informally will not be unreasonably denied.
- (b) Such visits shall not interfere with the normal operation of the vessels, scheduled sailing times or public access to public areas of the vessel.

ARTICLE 3 - UNION SECURITY

All employees of WaterBridge Equipment Inc., Francois Lake Ferry Division shall as a condition of continued employment maintain membership, in the Union (subject only to provisions of Article 17 of the *Labour Relations Code*).

ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the union constitution and/or bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under Article 4(a), the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with union security and dues check-off.

(b) A new employee shall also be provided with:

- (1) the name, location and work telephone number of the steward; and
- (2) an authorization form for union dues check-off.

- (c) Upon request, the steward shall be advised of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.
- (e) The Union will provide an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in Article 5(b)(1).
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committees

A union bargaining committee shall be elected and consist of up to three (3) bargaining unit members. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to Local Chairpersons. Component Chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.
- (e) Notwithstanding Article 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Employer of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

7.5 Policy Meetings

The Employer and the Union recognize the importance and necessity of the Principals to this agreement meeting regularly to discuss problems which may arise from time to time.

7.6 Emergency Services

The parties recognize that in the event of a strike or lockout as defined in the *Public Service Labour Relations Act* situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, must do so no later than 30 days after the date:

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(2) stating the article(s) or article(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and

(3) transmitting their grievance to the designated local supervisor through the union steward.

(b) The local supervisor shall:

(1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and

(2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

(a) Within 21 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 30 days of receiving the grievance at Step 2.

(c) Where the grievance concerns a disciplinary matter, the reply shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

8.6 Failure to Act

If the President of the Union, or their designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9—Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

(a) 30 days after the Employer's decision has been received, or

(b) 30 days after the Employer's decision was due.

8.8 Administrative Provisions

(a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or by facsimile.

(b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Employer or the Union.

8.9 Dismissal or Suspension Grievances

(a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration, with a copy to the Employer within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.

(b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving such notice.

8.10 Deviation from Grievance Procedure

(a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

(c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.

(d) Notwithstanding Article 8.10(b), an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

8.11 Policy Grievance

(a) 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 Employer or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9—Arbitration.

(b) Unless agreed by the Principals, this article shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

8.12 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and 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.

8.13 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this article, other than Article 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.14 Amending Time Limits

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

ARTICLE 9 - ARBITRATION

9.1 Notification

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8—Grievances, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

(c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested.

9.2 Assignment of a Single Arbitrator

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators as listed below:

- (1) Guy Beaulieu
- (2) Ron Keras
- (3) Judy Korbin
- (4) Vince Ready

(b) Depending upon availability within 30 days, single arbitrators shall be assigned cases on a rotating basis.

(c) The parties shall agree upon a list of arbitrators which shall be appended to this agreement. An arbitrator may be removed from the list by mutual agreement.

(d) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

9.3 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

9.4 Expedited Arbitration

(a) For the purpose of accelerating the resolution of applicable grievances, the parties may mutually agree to refer to expedited arbitration any matter properly processed as a grievance, subject to Article 9.4(c), in accordance with the provisions of the grievance procedure contained in this agreement.

(b) By January 15th of each year, the parties will reserve a period of two working days (or more if required) biannually March and September for hearings to address all outstanding grievances. Representatives of the parties will meet at least two weeks prior to the reserved dates to finalize an agenda of grievances to be heard.

(c) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions;
- (9) grievances relating to Article 14—Hours of Work.

(d) By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(e) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(f) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(g) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(h) A grievance determined by either party to fall within one of the categories listed in Article 9.4(c), may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Articles 9.2.

(i) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

(j) As the process is intended to be non-legal, unless otherwise agreed, lawyers will not be used to represent either party.

(k) Presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

(l) The hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:

- (1) A brief of pertinent documents will be jointly presented to the Arbitrator.
- (2) To the extent that authorities are permitted, they shall be presented in a joint brief.
- (3) If possible, a statement of agreed facts will be jointly presented to the Arbitrator.
- (4) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
- (5) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- (6) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.

- (7) Arguments will be presented only to the points in issue.
- (m) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (n) Where mediation fails, or is not appropriate, a decision shall be rendered by the Arbitrator as contemplated herein.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.2 Dismissal

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

The Employer may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8-Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or their designate within five (5) days of the action being taken.

10.5 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.6 Employee Appraisal Forms

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.

(b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

(d) An employee shall receive a copy of their appraisal upon request.

10.7 Personnel File

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

Where it is not practical for the employee to review the file in the office in which it is kept, the Employer shall make arrangements to have the file delivered to the office nearest to the employee's worksite, to allow the review under the supervision of a person designated by the Employer.

10.8 Right to Have Steward Present

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This article shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.9 Rejection During Probation

(a) The Employer may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8—Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Article 8.9(a).

10.10 Abandonment of Position

An employee who fails to report for duty for 10 consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be

afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this agreement:

- (a) Service seniority shall mean the length of continuous service as a regular employee with the Employer and all predecessor employers dating back to initial certification in 1974. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority for every 1827 hours completed and accrued with the Employer and all predecessor employers.
- (b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to their present classification with the status of a regular employee.
- (c) Notwithstanding the provisions of Article 11.1(b), a regular employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Articles 12.5 is demoted through no fault of their own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher classification within the same classification series or related series.
- (d) When two or more regular employees have equal seniority, the order of establishing their relative seniority shall be determined by their auxiliary seniority, except as specified in Article 11.1(e).
- (e) Any resolve to service seniority made prior to date of ratification of this agreement will remain in effect.

11.2 Seniority List

A current service seniority list for regular employees will be posted at each work location and provided to the Union two times per year; January 1st and July 1st. The list will include both overall service seniority and a breakdown of seniority held by members at each site seniority block.

11.3 Loss of Seniority

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21—Maternity, Parental and Pre-Adoption Leave, shall not accrue seniority for leave periods over 30 calendar days.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.
- (d) An employee shall lose their seniority as a regular employee in the event that:
 - (1) they are discharged for just cause;

- (2) subject to Article 11.4, they voluntarily terminate their employment or abandon their position;
- (3) they are on layoff for more than one year; or
- (4) except as provided in Article 13.6(b), they become an auxiliary employee.

11.4 Re-Employment

A regular employee who resigns their position and within 90 days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their superannuation contributions.

11.5 Bridging of Service

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least two years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

Former employees who meet the conditions outlined above will have in-service status when applying for re-employment, and shall, for the purpose of the selection process, be credited with points for the years of continuous service accumulated to the effective date of termination.

11.6 Re-employment of Retirees

Employees who return to service after retirement will be classified as auxiliary and will not retain or accumulate seniority for the purposes of Article 12 – Service Career Policy.

They will remain at the bottom of the seniority list and are not eligible for regular vacancies.

Present retirees in service will be grandfathered.

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Filling of Vacancies

- (a) Vacancies will be filled on the basis of seniority subject to the employee's capabilities and meeting the qualification as defined in the job specifications based on the following order:
 - (1) Senior qualified deemed capable regular employee in descending order below the vacant classification, in the order as specified within the classification series as described in Appendix 1;
 - (2) Senior qualified deemed capable auxiliary employee from within the classification series;
 - (3) Prior to hiring outside, consideration will be given to qualified deemed capable employees from another classification series;

(4) All open positions will be posted internally for 14 days.

(b) For the purpose of selecting employees in (a) above, for the positions of Captain, Mate and Engineer, the sum of seniority plus years of capability seniority shall determine who is the senior qualified deemed capable employee.

Example: Selection to position as Captain

Employee	Seniority	Years of Capability Seniority as Captain	Total Combined Seniority
Mate A	20	15	35
Mate B	12	8	20
Mate C	15	2	17
Mate D	4	3	7

For the purpose of promotion Mate A would be the successful candidate, followed by Mate B, Mate C and finally Mate D.

(c) If an employee is required to use their own automobile in the performance of their duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

12.2 Notification

(a) Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful employee applicant.

(b) If the successful applicant is not an employee, upon request, an unsuccessful employee applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

12.3 Appeal Procedure

(a) An employee may request an explanation in writing from the Employer of the reasons they were unsuccessful in the competition.

(b) An employee may grieve a selection decision pursuant to Article 8. Timelines in this regard will be strictly in effect, unless extended by mutual agreement.

(c) Where a grievance(s) has been properly filed, unless by mutual agreement, no permanent transfers or placements to the position(s) in question shall take place until the grievance has been adjudicated.

12.4 Interview Expenses

An applicant for a posted position who is not on leave of absence without pay and who has been called for an interview shall be granted leave of absence with basic pay and shall have their authorized expenses paid. An employee granted leave under this article shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

12.5 Transfers Without Posting

The Joint Committee may grant lateral transfers or voluntary demotion within the WaterBridge Equipment Inc., for compassionate or medical reasons. Compassionate or medical reasons shall be defined as but not restricted to the following:

(a) illness of family members requiring medical attention which is unavailable in the immediate area; e.g., spouse or dependant with kidney problems requiring dialysis on a regular basis;

- (b) handicapped family members who require attention which is unavailable in the immediate area; e.g., blind or deaf dependants who require special schooling;
- (c) health circumstances which leave the member in a position where he/she is unable to work at the existing location;
- (d) the Joint Committee may place an employee into a vacancy prior to filling as per Article 12.1;
- (e) Should a transfer require relocation of residence, the cost of relocation will be borne by the employee.

12.6 Probationary Period Upon Promotion

Where a bargaining unit employee is promoted, he will be placed on probation for the equivalent of six (6) months' full-time employment. Upon satisfactory completion, he/she will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he/she will be returned to the former position held. Any other employees transferred or promoted as a result of the original job posting will also be returned to their former status.

12.7 Temporary Vacancies

- (a) Vacancies of a temporary nature which are known to exceed four months shall be filled in accordance with Clause 12.1.
- (b) Temporary vacancies for four months or less shall be filled using the appropriate provisions in this agreement.
- (c) The Employer agrees that, except in the case of emergency, an employees' workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.
- (d) In such instances, the Employer shall give regular employees the opportunity to substitute into higher paying positions and arrange for staff replacements at the lowest paying category.
- (e) Approval for release to a temporary assignment, where that assignment is a promotion will not be unreasonably withheld.

12.8 Job Orientation

- (a) All new employees will be assigned a designated area of employment, and fully instructed on their specific duties.
- (b) All employees assigned to a new position on a regular basis will be made familiar with their new work areas.

12.9 Substitution for Experience

- (a) Regular employees wishing to substitute in a different department for reasons of career development shall make written application to the Employer.
- (b) Any shortfall of hours resulting from substitution shall be worked by the employee prior to the end of the year.

12.10 Secondments

Prior to any secondments taking place, the employer will provide the union with a full explanation of the reason, details and duration of the proposed secondment. Secondments will be posted and awarded to the senior qualified applicant.

ARTICLE 13 - LAYOFF AND RECALL OF REGULAR EMPLOYEES

Preamble

The Employer agrees not to exercise its right to cause a layoff that results in the cessation of employment for a regular employee except as provided in this article.

- (a) Both parties recognize the need for the cooperation of all participants to facilitate the placement of regular employees.
- (b) WaterBridge must first minimize the impact on their regular employees through the appropriate:
 - (1) cancellation of contracts for employment agency personnel;
 - (2) cancellation of personal service contracts where a surplus regular employee qualified to do the work can be placed;
 - (3) where necessary, layoff of auxiliary employees.

13.1 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employee(s) under Article 13 the Employer shall canvass all employees to invite:
 - (1) placement into a vacant regular position;
 - (2) resignation with severance as provided for in Article 13.5;
 - (3) where eligible, early retirement as provided for in Article 13.10; or
 - (4) opt for auxiliary displacement as per Article 13.6.
- (b) Provided those retained are qualified to perform the available work, after a period of familiarization.
- (c) The Employer will advise the Union and employees of the number of individuals and classifications likely to be affected by a prospective layoff. The Employer shall also advise the Union of the results of the pre-layoff canvass.

Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee and Employer unless a change is mutually agreed to between the Union and Employer.

13.2 Role of Seniority in Layoff

In the event of a cutback in the workforce, the regular employee with the least service seniority will be the first laid off from within a classification series within a seniority block, provided those retained are qualified to perform the available work, after a period of familiarization.

13.3 Notice of Layoff

The Employer shall notify regular employees in writing, who are to be laid off, at least six weeks prior to the effective date of layoff. Copies of such notifications will be forwarded to the Union. If the employee

has not had the opportunity to work their regular scheduled shifts during the six week period after notice of layoff, they shall be paid in lieu of work for that part of six full weeks during which work was not made available.

13.4 Options Upon Layoff

A laid off regular employee may choose one of the following options:

- (a) Fill a vacancy provided he/she has the necessary qualifications to perform the job;
- (b) The employee being laid off, may displace a junior regular employee within the classification series provided they are qualified to do the work.
- (c) Claim severance pay prior to the expiry of the Notice of Layoff. A regular employee will be entitled to resign with severance pay based upon three weeks current salary for each year (1827 hours at straight-time rate) of service or major part thereof.

The employee will not receive an amount greater than 12 months current salary.

13.5 Auxiliary Displacement

- (a) A regular employee on recall as per Article 13.8 will have, in addition, the option of displacing the most senior auxiliary employee and going onto the auxiliary recall list within the employee's classification and seniority block.
- (b) A regular employee who chooses to go onto the auxiliary recall list pursuant to this article, shall retain their regular status unless he/she fails to maintain 1200 hours worked at the straight-time rate within the previous 12 month period except as provided under Article 21—Maternity, Parental & Pre-Adoption Leave; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Articles 15.3—Notice of Work Schedules and 15.4—Short Changeover Premium, Article 18.5—Vacation Scheduling, and Notice of Layoff as specified in Article 13.4.

Where an employee loses regular status by failing to maintain 1200 hours in 26 pay periods as referenced above, they shall have their combined regular and previous auxiliary service seniority credited as auxiliary seniority for the purpose of layoff and recall only. Calculation shall be based on 1827 hours of auxiliary seniority per year of regular service seniority (prorated for partial years).

- (c) Notwithstanding Article 13.6(a), regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

13.6 Employee Placement Resulting from a Cutback in the Workforce

Where as a result of a cutback in the workforce an employee is placed into another position, that employee will be the one with the least service seniority from within a classification.

13.7 Recall

- (a) Regular employees who have been laid off, and have opted to be placed on a recall list for a period of one year, for the purposes of recall to a regular position shall be recalled in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization.
- (b) An employee who declines an offer of work which is greater than four months shall be deemed to have resigned but may, if eligible, claim early retirement.

13.8 Retraining and Adjustment Period

(a) Employees who assume new positions pursuant to this article will receive job orientation, including where deemed appropriate by the Joint Committee, current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.

(b) In those circumstances where an employee is being placed in a regular vacancy, the Joint Committee shall also consider other training where it is complementary to current in-service training.

Employees involved in training under this article shall receive their basic pay for the period of training, the cost of tuition and the cost of course materials.

13.9 Early Retirement

A regular employee who is age 55 years or older and is entitled to receive a pension under the Public Service Pension Plan Rules, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to purchase all or part of any eligible service for which no contributions were made, as permitted by the Public Service Pension Rules.

13.10 Joint Committee

(a) The Joint Committee shall provide for continuing consultation and cooperation between the parties with respect to the training and placement of employees who are subject to layoff.

(b) The Union and the employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint Committee.

(c) Once notice of layoff has been made, the Employer will make available to the Committee a list of vacant positions and a list of the employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 13.

(d) The Employer agrees to supply the Joint Committee with as much notice as possible of expected employees to be designated for layoff.

(e) The Committee may recommend a plan to deal with multiple layoffs resulting from major or extraordinary closures, reorganizations or program terminations. The Employer shall notify employees affected by this provision a minimum of 60 workdays prior to the effective date of layoff. If the employee has not had the opportunity to work their regularly scheduled shifts 60 full days after notice of layoff, he/she shall be paid in lieu of work for that part of the 60 days during which work was not made available.

ARTICLE 14 - HOURS OF WORK**14.1 Hours of Work**

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1827, which is equivalent to an average of 35 hours per week. The 1827 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

14.2 Work Schedules

(a) The appropriate classification series appendix shall establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.

(b) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.

(c) The Employer's designate and the union steward at the local level will establish work schedules based upon the shift patterns and hours of work articles as contained in the appropriate classification series appendix of this agreement and the provisions of this article including the following:

(1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;

(2) if a change is requested, the notice shall be given to the appropriate union steward or designated employer representative and notice shall be given to the President of the Union or their designate;

(3) the parties shall have 14 days, from the date notice is given to reach agreement on work schedules;

(4) if the parties are unable to reach agreement within 14 days either party may refer the matter to an Hours of Work Umpire on the appropriate form.

(d) The Employer and the Union shall agree on a list of persons designated as "*Hours of Work Umpires*" who shall resolve hours of work disputes.

(e) (1) The Umpire shall have 14 days, which may be extended by mutual agreement of the Principals by a further seven days, in which to bring in a decision.

(2) The Umpire shall base their decision on work schedule information contained in the appropriate classification series appendix and the criteria to be applied in this article. The Umpire may consider a work schedule proposed by either party however only work schedules which are consistent with the appropriate classification series appendix may be considered.

(3) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.

(4) In coming to a decision, the Umpire shall abide by the following rules:

(i) the decision must not be retroactive;

(ii) the hours of work schedule awarded shall not contain scheduled overtime;

(iii) the decision must not interpret this agreement except for the provisions of Articles 14.2(e)(4) and 14.2(f).

(f) The parties recognize that in reaching mutual agreement on work schedules, or where the Umpire is determining a schedule in accordance with the provisions of this article the following will also apply:

(1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;

(2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;

(3) consideration shall also be given to employee preferences, fairness and equity.

(g) (1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving 14 days' notice, providing the length of workday is not increased beyond nine hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the 14 days' notice may be concurrent with the period of notice in Article 14.2(c)(3).

(2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an Umpire's decision.

(h) Either party may grieve an Hours of Work Umpire decision made pursuant to Article 14.2 on the grounds that the award contravenes the requirements of Article 14.2(e) or Article 14.2(f). The grievance may be filed to a mutually agreed upon Hours of Work Arbitrator within 14 days of the receipt of the Umpire's award. The Hours of Work Arbitrator shall render a decision within 14 days of the conclusion of the hearing.

TABLE "A" MARINE WORK SCHEDULES

Length of Scheduled Workday	Shift Pattern	Annual Earned Time Off (ETO)	Statutory Lieu Days	Minimum Annual Vacation	Annual Surplus Time	Annual Scheduled Time Off	Annual Excess Days Worked	Annual Excess Hours Worked (AEHW)	(2.0) * (AEHW)	Scheduled Surplus Differential (2.0 * AEHW * 100)/1827
(Hours)		(Days)	(Days)	(Days)	(Days)	(Days)				(Percent)
8.25	6:3	22.0	10.2	12.7	44.9	6x6=36 7x6=42	8.9 2.9	73.4 23.9	146.8 47.8	8 2.6
8.5	6:3	28.6	9.9	12.4	50.9	7x6=42 8x6=48	8.9 2.9	75.7 24.7	151.4 49.4	8.3 2.7
8.75	6:3	34.7	9.6	12.0	56.3	8x6=48 9x6=54	8.3 2.3	72.6 20.1	145.2 40.2	8 2.2
9	6:3	40.5	9.3	11.7	61.5	9x6=54 10x6=60	7.5 1.5	67.5 13.5	135 27	7.4 1.5
9.25	6:3	46.0	9.1	11.4	66.5	9x6=54 10x6=60	12.5 6.5	115.6 60.1	231.2 120.2	12.6 6.6
9.5	6:3	51.2	8.8	11.1	71.1	10x6=60 11x6=66	11.1 5.1	105.45 48.45	210.9 96.9	11.5 5.3
10	1:1	-0.2	8.4	10.5	18.7	1x14=14	4.7	47.0	94	5.1
7.5	14:7	-0.1	11.2	14.0	25.1	3x7=21	4.1	30.75	61.5	3.4
7.75	14:7	7.8	10.8	13.5	32.1	4x7=28	4.1	31.8	63.6	3.5

Length of Scheduled Workday	Shift Pattern	Annual Earned Time Off (ETO)	Statutory Lieu Days	Minimum Annual Vacation	Annual Surplus Time	Annual Scheduled Time Off	Annual Excess Days Worked	Annual Excess Hours Worked (AEHW)	(2.0) * (AEHW)	Scheduled Surplus Differential (2.0 * AEHW * 100)/1827
(Hours)		(Days)	(Days)	(Days)	(Days)	(Days)				(Percent)
8.75	4:2	34.7	9.6	12.00	56.3	12x4=48 13x4=52	8.3 4.3	72.6 37.6	145.2 75.2	7.9 4.1
9	4:2	40.5	9.3	11.7	61.5	13x4=52 14x4=56 15x4=60	9.5 5.5 1.5	85.5 49.5 13.5	171 99 27	9.4 5.4 1.5
9.25	4:2	46.0	9.1	11.4	66.5	14x4=56 15x4=60 16x4=64	10.5 6.5 2.5	97.1 60.1 23.1	194.2 120.2 46.2	10.6 6.6 2.5
9.5	4:2	51.2	8.8	11.1	71.1	15x4=60 16x4=64 17x4=68	11.1 7.1 3.1	105.45 67.45 29.45	210.90 134.90 58.9	11.5 7.4 3.2
7.5	6:3	-0.1	11.2	14.0	25.1	3x6=18 4x6=24	7.1 1.1	53.25 8.25	106.5 16.5	5.8 .9
7.75	6:3	7.8	10.8	13.5	32.1	4x6=24 5x6=30	8.1 2.1	62.8 16.3	125.6 32.3	6.9 1.8
8	6:3	15.3	10.5	13.1	38.9	5x6=30 6x6=36	8.9 2.9	71.2 23.2	142.4 46.4	7.8 2.5

Length of Scheduled Workday	Shift Pattern	Annual Earned Time Off (ETO)	Statutory Lieu Days	Minimum Annual Vacation	Annual Surplus Time	Annual Scheduled Time Off	Annual Excess Days Worked	Annual Excess Hours Worked (AEHW)	(2.0) * (AEHW)	Scheduled Surplus Differential (2.0 * AEHW * 100)/1827
(Hours)	(Days)	(Days)	(Days)	(Days)	(Days)	(Days)	(Days)	(Hours)	(Hours)	(Percent)
7.5	4:2	-0.1	11.2	14.0	25.1	5x4=20 6x4=24	5.1 1.1	38.25 8.25	76.5 16.5	4.2 .9
7.75	4:2	7.8	10.8	13.5	32.1	6x4=24 7x4=28	8.1 4.1	62.8 31.8	125.6 63.6	6.9 3.5
8	4:2	15.3	10.5	13.1	38.9	7x4=28 8x4=32 9x4=36	10.9 6.9 2.9	87.2 55.2 23.2	174.4 110.4 46.4	9.6 6.0 2.5
8.25	4:2	22.0	10.2	12.7	44.9	9x4=36 10x4=40 11x4=44	8.9 4.9 .9	73.4 40.4 7.4	146.8 80.8 14.8	8 4.4 .8
8.5	4:2	28.6	9.9	12.4	50.9	10x4=40 11x4=44 12x4=48	10.9 6.9 2.9	92.7 58.7 24.7	185.4 117.4 49.4	10.1 6.4 2.7
8	14:7	15.3	10.5	13.1	38.9	4x7=28 5x7=35	10.9 3.9	87.2 31.2	174.4 62.4	9.6 3.4
8.25	14:7	22.0	10.2	12.7	44.9	5x7=35 6x7=42	9.9 2.9	81.7 23.9	163.4 47.8	8.9 2.6

Length of Scheduled Workday	Shift Pattern	Annual Earned Time Off (ETO)	Statutory Lieu Days	Minimum Annual Vacation	Annual Surplus Time	Annual Scheduled Time Off	Annual Excess Days Worked	Annual Excess Hours Worked (AEHW)	(2.0) * (AEHW)	Scheduled Surplus Differential (2.0 * AEHW * 100)/1827
(Hours)		(Days)	(Days)	(Days)	(Days)	(Days)				(Percent)
8.5	14:7	28.6	9.9	12.4	50.9	6x7=42 7x7=49	8.9 1.9	75.7 16.2	151.4 32.4	8.3 1.8
8.75	14:7	34.7	9.6	12.0	56.3	7x7=49	7.3	63.9	127.8	7.0
9	14:7	40.5	9.3	11.7	61.5	8x7=56	5.5	49.5	99	5.4
9.25	14:7	46.0	9.1	11.4	66.5	8x7=56 9x7=63	10.5 3.5	97.1 32.4	194.2 64.8	10.6 3.6
9.5	14:7	51.2	8.8	11.1	71.1	9x7=63 10x7=70	8.1 1.1	76.9 10.5	153.8 21	8.4 1.2
12	14:14	30.3	7	8.8	46.1	2x14=28 3x14=42	18.1 4.1	217.2 49.2	434.4 98.4	23.8 5.4
12	15:15	30.3	7	8.8	46.1	2x15=30 3x15=45	16.1 1.1	193.2 13.2	386.4 26.4	21.2 1.5
9.5	7:7	-9.8	8.84	11.05	10.09	1x7=7	3.09	29.35	58.71	3.21

14.3 Conversion of Hours

- (a) *Lieu days* - where an employee is granted a lieu day pursuant to Articles 17.3 or 17.4, the time off granted will be seven hours per lieu day for a full-time employee and prorated for a part-time employee.
- (b) *Vacation* - where an employee is granted vacation pursuant to Article 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17—Paid Holidays, the time off granted will be seven hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds seven (7) hours, the resulting difference shall be included in the work schedules established pursuant to Article 14.2.

14.4 Rest Periods

All employees shall have two, 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.5 Standby Provisions

- (a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this article do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.
- (b) Regular employees on standby in a relief operation, such as a staffing pool, shall be compensated one day's basic pay for 12 hours standing by. Where the time spent on standby is followed by a full shift being worked, employees shall be compensated at the straight-time rate in the proportion of one hour's pay for each three hours of standing by in addition to their normal day's pay with a minimum of one hour's standby.
- (c) Employees required to stand by under Article 14.5(a) will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

14.6 Meal Periods

- (a) No meal period will be scheduled in the first two hours or the last two hours of a workday unless by mutual agreement.
- (b) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be agreed to at the local level and shall be not less than 30 minutes nor more than 60 minutes.
- (c) An employee shall be entitled to take their meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked.

14.7 Work Start Times

Work start and stop times shall be mutually agreed to and shall form part of the agreed-to work schedule.

14.8 Standard Hours – Administrative Services

- (a) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.
- (b) Except as otherwise provided, the workday shall be seven hours duration exclusive of meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.

14.9 Flextime

- (a) For the purpose of this agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:
 - (1) choose their starting and finishing times; and
 - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period which shall be determined by the Joint Committee.
- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven hours, providing at least seven hours are required to complete the averaging period. If less than seven hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

14.10 Modified Workweek

- (a) Where there is mutual agreement between the union designate and the Employer's designate at the local level for a modified workweek, work schedules may be arranged on one of the following bases:
 - (1) 4/3 – the workday shall be eight hours and 45 minutes.
 - (2) 5/4 – the workday shall be seven hours and 47 minutes.
 - (3) 5/5/4 – the workday shall be seven hours and 30 minutes.
 - (4) 5/5/5/4 – the workday shall be seven hours and 22 minutes.
- (b) The foregoing work schedules shall be subject to the following provisions:
 - (1) It is understood that the implementation of modified workweek work schedules is dependent on receiving confirmation from the Employer prior to implementation.
 - (2) There shall be equitable rotation of the extra days off as mutually agreed at the local level.
 - (3) Pursuant to Article 14.3(b) of the WaterBridge Equipment Inc. Master Agreement, for vacation purposes employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
 - (4) Pursuant to Article 14.3(c) of the WaterBridge Equipment Inc. Master Agreement, any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement.
- (c) (1) The extra day off is scheduled by mutual agreement at the local level on Monday or Friday; or

- (2) is scheduled by mutual agreement within the applicable cycle in Article 14.10(a).

14.11 Split Shifts

There shall be no split shifts.

14.12 Transfer to Another Watch

Employees required to transfer from one watch to another will be advised of the reasons for the transfer in writing.

- (a) Where the transfer requires a change to another watch, the employee shall work the first three or four days of a regular shift, then three or four days off, depending on the side of the watch, and then begin shift on the new watch. This procedure is for seven on, seven off shift patterns. A similar procedure will be applied for all other shift patterns as per Table A, Appendix 8.
- (b) There shall be no increased cost to the Employer.
- (c) The Employer will notify the union prior to initiating a transfer to another watch. The rationale for the change will be provided and must establish that the change is justified for operational reasons

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premiums

- (a) Identification of Shifts:

- (1) *day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

- (b) Shift Premium:

\$1.50 per hour for afternoon shift;
\$1.60 per hour for night shift.

*12-hour shift schedules consist of day and night shifts only.

15.2 Shift Premium Entitlement

Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

15.3 Notice of Work Schedules

- (a) Work schedules for regular employees shall be posted at least 14 days in advance of the starting day of a new schedule.
- (b) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without 48 hours' advance notice and such change is the result of the actions of another employee covered by this agreement utilizing the benefits provided for

by the provisions of this agreement, the employee will receive a premium of 85¢ per hour in addition to their regular pay, for work performed on the first shift to which they changed.

(c) In the event that an employee's work schedule or shift is changed without five days' advance notice and the change results from causes other than defined in Article 15.3(b), the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, except that if the change results from no fault of the Employer they shall not receive a premium at overtime rates but shall receive the premium defined under Article 15.3(b).

15.4 Short Changeover Premium

(a) If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the 24-hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the 24-hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in Article 15.4(a).

15.5 Time Sheets

An employee, with a shop steward, shall be entitled to view the crew's daily log upon request.

15.6 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

15.7 Shortfall of Annual Working Hours

There shall be no payback for shortfall of annual working hours in the shift systems determined in the appropriate classification series appendix.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" - means work performed by a full-time employee in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Double-time*" - means twice the straight-time rate.
- (d) "*Double-time and one-half*" - means two and one-half times the straight-time rate.

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the

overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the article, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.

(c) The method of compensation for overtime shall be in accordance with Article 16.6 and the appropriate classification series appendix.

16.3 Overtime Entitlement

(a) An employee will be entitled to compensation for authorized overtime in excess of:

- (1) the scheduled daily hours; or
- (2) the maximum daily hours for those employees on flextime; or
- (3) the agreed averaging period.

(b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 70.

(c) Overtime shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

16.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

16.5 Sharing of Overtime

(a) Overtime work shall be allocated equitably to qualified employees considering their availability and location.

(b) Overtime work which abuts the shift shall be first offered to those persons scheduled on said shift before the overtime offer language in 16.5(c) is applied.

(c) Except in the case of emergencies, overtime shall be allocated on an equitable basis within a classification series within a point of assembly. Accordingly, no employee in another classification shall be called out on overtime until all employees in the appropriate classifications have had the opportunity to refuse the overtime. For the purpose of this article, an effort by the Employer to contact an employee shall constitute an opportunity to work.

(d) In order to facilitate the equal distribution of overtime:

- (1) a log must be maintained for each point of assembly; and
- (2) the log must identify all overtime worked by each employee at that assembly point; and
- (3) the qualified employee with the least amount of overtime will be called first; and
- (4) in cases where such a call would result in that employee surpassing a senior employee, the senior employee would be entitled to the overtime opportunity.

16.6 Overtime Compensation

(a) All overtime worked shall be compensated at double time rates:

- (1) Double time for all hours worked on a day of rest.

The compensation of overtime in Article 16.6 (a) is to be on a daily basis and not cumulative.

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

(c) An employee on travel status who is required to travel on employer business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) (1) Overtime shall be compensated either in cash or time off, or a combination of both.

(2) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to the end of the fiscal year except as provided in 18.10(b). Unscheduled overtime may be paid out or moved to time banks provided that such movement does not exceed the allowable carry over.

(3) Where overtime is paid in cash, the Employer shall make every reasonable effort to make payment by the next pay period immediately following the month in which the employee opts for cash payment pursuant to Article 16.6(d)(1) or 16.6(f), as the case may be.

(e) If an employee, while substituting in a higher paying position, earns overtime and has elected to take compensatory time off for that overtime, the wage paid during the period of compensatory time off shall be the applicable rate for the higher paying position.

(f) Negotiated wage increases shall be applied to employee overtime banks.

(g) Employees may take overtime in cash or CTO. If the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and employee. If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect, at any time after 60 days, to receive cash payment for such unscheduled compensatory time off.

16.7 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given.

The overtime meal allowance shall be\$25.00

(b) If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.

(c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice¹ to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this article will apply only to hours worked outside their regular shift times for a normal workday.

¹ Sufficient notice means one-half hour to permit preparation of the meal normally taken to work.

- (e) Where any of the meals provided under Articles 16.7(a), (b), (c) or (d) duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one benefit for each meal.

16.8 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

16.9 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) An employee on standby shall not have the right to refuse callout for overtime work.

16.10 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of Article 16.10(a) and (b).

16.11 Callout Provisions

- (a) *Callout Compensation* - A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.
- (b) *Overtime or Callout Time Which Abuts the Succeeding Shift:*
- (1) If the overtime or callout is for three hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.
- (2) If the overtime or callout is for longer than three hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.
- (3) For the purpose of Article 16.11(b)(1) it is agreed that "*callout*" means that an employee has been called out without prior notice.
- (c) *Overtime or Callout Which Does not Abut the Succeeding Shift:*
- (1) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.

- (2) In a callout situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift.
- (3) If the elapsed eight hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.
- (d) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.
- (e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in Article 16.11(b)(2), (c)(1), and (c)(2), then that portion of the shift shall be compensated at overtime rates.
- (f) An auxiliary employee who is called back to work in a circumstance such that they would be entitled to overtime compensation for the time worked, shall also be entitled to the provision of Article 16.11(a).

16.12 Rest Interval After Overtime

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

16.13 Captains and Engineers Meetings

Captains and Engineers meetings paid at applicable overtime rates.

16.14 Overtime for Auxiliaries

Any hours paid for vacation, sick or special leave will count towards the watch month maximum for an auxiliary.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

- (a) The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

- (b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. Any other holiday proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

(b) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding article already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

(c) Where there is a work dependency between employees covered by this agreement and private sector employees, the parties may, by mutual agreement, amend Article 17.2(a).

17.3 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu, excluding those regular employees covered in shift patterns shown in Table A. The scheduling of such lieu day shall be by mutual agreement at the local level.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to Article 17.3(a), they shall be compensated at double-time rate.

17.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement at the local level. An employee may elect to receive equivalent time off for hours worked instead of pay for hours worked.

17.5 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.

17.6 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

17.7 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 workdays preceding a paid holiday, in which case they shall receive the higher rate. For employees who work in excess of seven hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420 working hours preceding a paid holiday.

ARTICLE 18 - ANNUAL VACATIONS**18.1 Annual Vacation Entitlement**

(a) Definitions:

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 1 and ending December 31.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Workdays
First to Second	15
Third.....	16
Fourth.....	17
Fifth	19
Sixth	20
Seventh	20
Eighth	22
Ninth	23
Tenth.....	24
Eleventh	25
Twelfth	26
Thirteenth to Fifteenth	27
Sixteenth to Eighteenth	28
Nineteenth.....	29
Twentieth.....	31
Twenty-first.....	32
Twenty-second.....	33
Twenty-third and Twenty-fourth	34
Twenty-fifth and Twenty-sixth.....	35
Twenty-seventh to Twenty-ninth	36
Thirtieth and Thereafter	38

(c) *Conversion of hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven-hour day and deducted accordingly.

(d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

18.2 Vacation Earnings for Partial Years

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which they earn 10 days' pay.

(2) Subject to Article 18.10, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.

(b) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Prime Time Vacation Period

- (a) Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take at least four weeks of their vacation entitlement during the period May 1st to September 30th, inclusive, which shall be defined as the prime time vacation period.
- (b) For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time period if they so desire.

18.4 Vacation Preference

- (a) Preference in the selection and allocation of vacation time shall be determined within each classification series on the basis of service seniority. Where an employee chooses to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.
- (b) Regular vacations shall have priority over carried over vacation time during the prime time vacation period.

18.5 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Article 18.10, the scheduling and completion of vacations shall be on a calendar-year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.
- (d) Scheduling of vacation shall be subject to the provisions of the appropriate classification series appendix.
- (e) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.6 Vacation Schedules

- (a) Vacation schedules will be circulated and posted by January 31st of each year. This date may be altered at the local level by mutual agreement of the local Chairperson and the employer designate, but not later than March 1st of each year.
- (b) An employee who does not exercise their seniority rights within one week of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who voluntarily transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights with respect to that vacation schedule. However, every effort will be made to grant vacation at the time of the transferred employee's choice.
- (d) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.

- (e) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

18.7 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 workdays preceding their vacation, in which case they shall receive the higher rate.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.

18.8 Vacation Relief

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category.

18.9 Approved Leave of Absence With Pay

When an employee is hospitalized or under a physician's care and in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with Articles 20.1, 20.5, 20.7 and 20.8 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

18.10 Vacation Carryover

- (a) An employee may carry over up to 35 hours vacation leave per vacation year except that such vacation carryover shall not exceed 175 hours at any time. Any unused vacation in excess of the allowable carryover amount will be paid out in the pay period following March 31 of the following calendar year. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to 35 hours vacation leave into their first vacation year. Except as provided in Article 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.
- (b) CTO may be added to the vacation carryover in (a) above however the total carryover will not exceed 75 hours. CTO will be recorded separately from regular vacation carryover.
- (c) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (d) In order to provide the opportunity for employees to obtain additional training or education to enhance their career opportunities, the Employer agrees to permit employees to carry over an additional 105 hours in accumulative leave (including vacation, compensatory time off, and earned time off). Employees must identify in writing prior to year end their desire to use this article and provide dates of the training or education. It is understood that this carryover is for the purpose outlined above and may not be used for any other purpose. Leave may be granted for other special circumstances with the agreement of the Joint Committee.

18.11 Callback From Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer. Where an employee's spouse and/or dependent children also return from vacation due to the recall of the employee, they shall be reimbursed for reasonable expenses incurred in returning home.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.
- (d) Time worked during a call back from vacation will be at double-time.

18.12 Vacation Leave on Retirement

An employee scheduled to retire and to receive a superannuation allowance under the Public Service Pension Plan Rules or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

18.13 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependant, or where there is no dependant, to the employee's estate.

ARTICLE 19 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations which will be subject to review and revision during the period of this agreement by negotiations between the parties and included as Appendix 4—Short and Long-Term Disability.

ARTICLE 20 - SPECIAL AND OTHER LEAVE**20.1 Bereavement Leave**

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.
- (b) Immediate family is defined as an employee's parent, stepparent, stepsibling, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(e) Where established, ethnic, cultural or religious practices provide for ceremonial occasions other than the bereavement period in Article 20.1(a), the balance of the bereavement leave as provided in Article 20.1(a), if any, may be taken at the time of the ceremonial occasion.

20.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (1) wedding of the employee - two days;
- (2) attend wedding of the employee's child - one day;
- (3) birth of the 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-half day;
- (8) court appearance for hearing of employee's child - one day;
- (9) in the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor - two days per calendar year - this may be used in one-half shift increments.

(b) Two weeks' notice is required for leave under Articles 20.2(a)(1), (2), (5) and (6).

(c) For the purpose of Article 20.2(a)(2), (4), (5), (6), (7), (8) and (9), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under Article 20.2(a)(5), an employee will 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 workday, and if they have not already qualified for special leave under Article 20.2(a)(5) on two occasions within the preceding 12 months.

20.3 Family Illness

(a) In the case of hospitalization of an employee's spouse or child the employee shall be entitled to use up to three days paid leave at any one time for this purpose.

(b) In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.

(c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

20.4 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, first nation, provincial, or federal election for a maximum period of 90 days;
- (b) for employees elected to a public office for a maximum period of five years.
- (c) "First Nation" for the purposes of this agreement, is an Indian Band Council duly constituted under the Federal Indian Act or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

20.5 Elections

Any employee eligible to vote in a federal, first nation, provincial, or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

"*First Nation*" for the purposes of this agreement, is an Indian Band Council duly constituted under the *Federal Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

20.6 Leave for Court Appearances

- (a) The Employer shall grant paid leave 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 at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

20.7 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

20.8 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer or as a result of a change in a certificate requirement by any Act or regulatory authority, or the addition of a requirement by any Act or regulatory authority. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

20.9 General Educational Leave

Educational leave granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:

- (a) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one year, which may be renewed by mutual agreement.
- (b) In certain cases, educational leave may be approved for programs of independent study and/or research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.
- (c) Applications for educational leave must be submitted to the Employer as soon as possible prior to the beginning of the requested leave period.
- (d) The employee shall be informed of the decision no later than one month from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Employer's decision, the grievance shall commence at Step 2 of the grievance procedure.
- (e) An employee granted educational leave under this article shall receive up to 100% of their basic pay.
- (f) Educational leave up to five months with basic pay may be approved to take formal training and study for the purpose of securing a certificate, provided that:
 - (1) Selection is on the basis of an acceptable performance record.
 - (2) The employee has completed a service record of one continuous year.
 - (3) It is in the interest of the service that the employee secure the certificate.
 - (4) If the employees are relatively equal, seniority will prevail.
 - (5) The employee provided proof of attending the training in a form specified by the Employer.
- (g) Upon successful completion of the course and required examination, the Employer will pay tuition fees, costs of required text books and first examination fee.

The Employer will pay travelling expenses for one return trip from the employee's home to the school and pay \$100 per month toward out-of-pocket subsistence expenses of the employee, provided that the employee's home is more than 100 miles from the nearest school offering the course being taken.
- (h) Prior to leave of absence with pay, the employee undertakes a certification to remain in the service for a period equal to three times the training period and should they resign before the period expires, they will refund the portion of salary and costs paid during training, in direct relation to the unexpired period and the period required.
- (i) If, after being granted appropriate leave with pay, the employee fails to obtain the appropriate certificate or upgrading, further leave shall be without pay.
- (j) An employee granted educational leave under this article shall be required to sign a statement with a copy to the Employer to the effect that, on the completion of the training, they will remain in the

service of the Employer for a period equivalent to three times the length of their educational leave multiplied by the percentage of basic pay.

(k) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.

(l) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this article.

(m) If any employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this article.

(n) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.

20.10 Training Leave

(a) Employees granted leave with pay for the purpose of attending training courses will accumulate vacation while attending the course.

(b) Any employee required to attend courses to obtain or renew certificates which the Employer deems to be a condition of employment, shall receive leave of absence with pay, plus all expenses incurred in obtaining the certificate (registration, fees, books, etc).

(c) Cost of required renewals shall be paid for by the Employer.

(d) (1) Employees who have their certificate requirements change as a result of a change of vessel or change of certificate requirement of existing vessel shall be granted educational leave of the purpose of obtaining the requisite higher certificate. If the higher certificate is not obtained within two years from the date of notification of such requirement, the employee may be reassigned to another position for which the employee is qualified.

(2) If seetime is required to complete the requirements of the higher certificate, the Employer will make such time available before the reassignment to another position for which they are qualified pursuant to Article 20.10(d)(1).

20.11 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

20.12 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Article 20.13. "Medical, dental and/or registered midwife appointments" include only those services covered by the

BC Medical Services Plan, the Employer's Dental Plan, the Employer's Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.13 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence. An employee on leave provided by this article shall be entitled to reimbursement of reasonable expenses for meals in accordance with 27.10, accommodation and travel including vehicle allowance in accordance with 27.09. to a maximum of \$500 per calendar year.

(c) An employee otherwise entitled to leave pursuant to Article 20.12(b) who chooses to travel on a day of rest or uses a vacation day as a day of travel or to remain at work and not accompany their spouse, dependent child or dependent parent, as provided in Article 20.1(b), may claim the reimbursement of receipted expenses under the conditions stipulated.

Employees in receipt of STIP benefits who would otherwise qualify for leave under this clause shall be eligible to claim expenses in the manner described above.

(d) Where a leave pursuant to (b) above, would be reduced, the Employer may approve airfare payment for the employee in lieu of the \$500 reimbursement once per calendar year.

20.13 Maximum Leave Entitlement

Leaves taken under Articles 20.2, 20.3 and 20.12 shall not exceed a total of 70 hours per calendar year, unless additional special leave is approved by the Employer.

20.14 Emergency Service Leave

Where employees' services are required for emergency operations by request from the Provincial Emergency Program or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

20.15 Canadian Armed Forces

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

- (1) *With Pay* - where an employee is required to take annual training with Her Majesty's Reserve Forces provided any remuneration from the Government of Canada is remitted to the Employer;
- (2) *Without Pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
- (3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay,

or where they choose to use part or all of their annual vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in Article 20.15(a)(1).

20.16 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

20.17 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled to up to two days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

20.18 First Nations Traditions

The Employer recognizes First Nations Traditions re: death and mourning. To this end an employee chosen to assist in making such arrangements shall be entitled to one week's leave of absence without pay per occasion.

20.19 Provisions Regarding Attendance at Conferences, etc.

Employees required to attend conferences, seminars, training or meetings, shall be considered to be working and pay shall be at the appropriate rate. All additional costs and expenses connected with the above meetings shall be covered by the Employer. Time spent in travel shall be considered time worked.

20.20 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay for up to eight weeks for the purpose of providing care or support to a gravely ill family member at the risk of dying within 26 weeks. Notwithstanding Article 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided under Article 25. Employees on this leave shall be responsible for payment of benefit premiums.

20.21 Caregiving Benefits and Leave

An employee who qualifies for caregiving benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay. The employee must provide to the employer proof that he/she has applied and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. The maximum length of this unpaid leave is as per the following:

- (a) Family Caregiver - Up to 35 weeks for a critically ill or injured person, under 18.
- (b) Family Caregiver - Up to 15 weeks for a critically ill or injured person, over 18.

An employee can apply for the leave any time during the 52 weeks following the date the person is certified by a medical doctor or nurse practitioner to be critically ill or in need of end-of-life care.

During the leave without pay, notwithstanding Clause 11.4(a), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25. No vacation time will be accrued during this absence.

ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE

21.1 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given as least 10 weeks prior to the expected date of birth.
- (c) The period of maternity leave may commence up to thirteen weeks prior to the expected date of birth.
- (d) If an employee is absent because they are not able to perform their full duties within the six weeks leading up to the birth and the employee does not return to work before the birth, then the maternity leave is deemed to have commenced on the first day of the absence. The Employer may require the employee to provide a note from a duly qualified medical practitioner or registered midwife regarding the absence and clearing the employee to return to full duties.
- (e) An employee shall notify the Employer in writing at least four weeks before the employee proposes to begin maternity leave unless the employee provides a written note by a duly qualified medical practitioner or registered midwife stating they are unable to perform their full duties.

21.2 Parental Leave

- (a) Upon written request, an employee shall be entitled to opt for either standard parental leave of up to 37 consecutive weeks without pay or extended parental leave of up to 63 consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, they shall each qualify for up to 37 weeks or 63 weeks of parental leave depending on their choice of either standard parental leave or extended parental leave.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) In the case of the birth parent, immediately following the conclusion of leave taken pursuant to clause 21.1;
 - (2) In the case of the other parent, immediately following the birth or placement of the adoptive child.
 - (3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement. Such agreement shall not be unreasonably withheld. However, the leave must begin:
 - (i) Within a 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave; or

- (ii) Within a 78-week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.

Such leave requests must be supported by appropriate documentation.

- (e) An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of the leave.

21.3 Maximum Combined Entitlement

An employee's combined entitlement to leave pursuant to 21.1 and 21.2 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental leave.

21.4 Benefit Waiting Period Allowance

- (a) An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and takes the maximum leave entitlement, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.
- (b) An employee who qualifies for and takes leave pursuant to 21.1 or 21.2 and takes the maximum leave entitlement, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.

21.5 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

21.6 Parental Leave Allowance

- (a) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) 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.
- (b) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.
- (c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments

calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

21.7 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (a) Attending mandatory pre-placement visits with the prospective adoptive child;
- (b) To complete the legal process required by the child's or children's country, including travel, for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren).

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (1) adoptions by a family member;
- (2) adoptions by the partner of a birth parent; and ,
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

21.8 Benefits Continuation

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, and 21.7 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.9 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rate basis.

21.9 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, or 21.7 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 – Maternity, Parental and Pre-Adoption Leave or Clause 20.17 or if they do not return to work after having given such advice.

21.10 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(c) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 providing:

- (1) the employee returns to work for a period of not less than six months, and
- (2) the employee has not received parental allowance pursuant to 21.6; and,
- (3) the employee was employed prior to March 28, 2001.

Notwithstanding Clause 18.6(a) vacation earned pursuant to this clause may be carried over to the following year, or be paid out, at the employee's option.

(d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

21.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment

(a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.4, 21.5, 21.6 and/or 21.7, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.4, 21.5, 21.6 and/or 21.7 above on a pro rate basis.

21.12 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 21.4, 21.5 and/or 21.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

21.13 Extended Child Care Leave

Upon completion of maternity, adoption and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.3 (a), the following conditions apply:

- (a) The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 21 – Maternity, Parental and Pre-Adoption Leave.
- (b) The combined length of leaves under this clause and under Article 21 shall not exceed 18 months.
- (c) The employee's return to work requirements of Clauses 21.8(b) and 21.11 shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.9.
- (d) Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.2 Supply and Maintenance of Safety Equipment

- (a) The Employer will comply with all regulations pertaining to firefighting equipment and respiratory equipment as laid down by the various regulatory agencies.
- (b) All safety and lifesaving equipment that is required by CSI and WCB to be carried on board any vessel is to be maintained in a proper manner. Immediately that it is noted that this equipment is missing or defective, the Captain is to ensure that it is replaced or repaired.
- (c) Escape respiratory equipment will be located in the engine room on all Ferries.

22.3 Joint Occupational Health and Safety Committees

The parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer.
- (b) The committees will function in accordance with the regulations made pursuant to the Workers Compensation Act, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) The Employer and the Union shall establish a Safety Committee to be composed of union representatives from each worksite and employer representatives. The Committee shall meet in accordance with statutory regulations to discuss questions or problems which may arise with respect to the health and safety of the employees.
- (d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.
- (e) Committee meetings shall be scheduled during normal working hours whenever practical. Time spent by designated committee members attending meetings held outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time. Time spent on a day of rest will result in a full day off in lieu.
- (f) Other committee business in accordance with Article 22.3(d) shall be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to this committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.

22.4 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the Local Occupational Health and Safety Committee, or
- (b) a person designated by a safety committee, or
- (c) a safety officer, or
- (d) a steward at a worksite where there is no safety committee,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.

Where an employee acts in compliance with Article 3.12 of the Workers' Compensation Board Occupational Health and Safety Regulations, they shall not be subject to disciplinary action.

22.5 Investigation of Accidents

- (a) Pursuant to the Workers' Compensation Board Occupational Health and Safety Regulations, all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.
- (b) Reports shall be submitted on a Joint Accident Investigation Form which may be amended by mutual agreement and copies sent to:
 - (1) Workers' Compensation Board
 - (2) Occupational Health and Safety Committee
 - (3) Employer Designate(s)
 - (4) BCGEU Designate(s)

Nothing in this article restricts the right of the Employer to require the management representative in Article 22.4(a), if a member of the bargaining unit, to complete other reports related to the accident under investigation.

- (c) In the event of a fatality of a BCGEU member, the Employer shall immediately notify the union President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.6 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the level of certificate which they hold:
 - Level 3 Occupational First Aid Certificate - \$58 per biweekly period;
 - Level 2 Occupational First Aid Certificate - \$45 per biweekly period.

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the level of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to 10 days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 workdays in any month, they shall receive the full monthly allowance.

- (d) (1) In order to meet the requirements of Article 22.6(a), the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the seniority block possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the seniority block in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of Article 22.6(a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.
- (4) Where Article 22.6(d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve Article 22.5(a), the Employer may:
- (i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
 - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Article 12.1.
- (5) Failing Article 22.6(4), the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.
- (e) In facilities which require an Occupational First Aid Attendant and where employees are represented by more than one union and the percentage of BCGEU members is greater than 50% of the workforce, at least one Occupational First Aid Attendant shall be a BCGEU member, provided the employee is qualified.

22.7 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from short-term disability leave.

22.8 Safety and Health – Administrative Services

- (a) A regular employee shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work.
- (b) The Employer undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

22.9 Video Display Terminals*

- (a) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two additional 10-minute rest breaks per workday to be scheduled by agreement at the local level.
- (2) Employees required to continuously operate VDTs for three and one-half consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10-minute period. Where alternate work duties are not available, employees shall receive a 10-minute rest break.
- (b) When employees are required to monitor video display terminals which use cathode ray tubes, then:
- (1) Pregnant employees shall have the following options:
- (i) not to continue monitoring video display terminals; or
 - (ii) not working in the area of one meter of video display terminals which use cathode ray tubes; or
 - (iii) to work at a shielded video display terminal should one be present in the worksite.
- (2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices of her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.
- (3) Where work reassignment in Article 22.9(b)(2) is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (c) Where employees are on leave of absence pursuant to Article 22.9(b)(3), and opt to maintain coverage for medical, dental, extended health, group life, and long-term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (d) The Employer shall ensure that new equipment shall:
- (1) have adjustable keyboards and screens;
 - (2) meet the most stringent emission standards of the Federal Radiation Emitting Devices Act and other standards established by the Federal Health and Welfare, the BC Workers' Compensation Board.
- (e) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the Workers' Compensation Board.

The Employer shall require that any new employer owned facility, or newly leased facility undergoing renovation related to VDT use prior to occupancy, shall be designed to meet the standards referenced in the above paragraph. Where the use of such a facility is altered so that the completed renovation is no longer consistent with these standards the provisions of Article 22.9(f) shall apply.

The Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that the standards in Article 22.9(e) and the lighting and other standards recommended by the

Workers' Compensation Board publication "*Working with Video Display Terminals*", or a replacement publication or standard adopted by the Workers' Compensation Board, are being met.

(f) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards referenced in Article 22.9(e).

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any dangerous good, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.11 Radio Contact or Employee Check

(a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged "employee check" made at specified intervals and at specified locations.

(b) The Employer recognizes the need for coordination with operators on "radio controlled" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

22.12 Communicable Diseases

(a) The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.

(b) In respect of communicable diseases, the Joint Occupational Health and Safety Committee will consider, review and make recommendations to the Principals on issues including:

(1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;

(2) post-exposure protocols;

(3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.

(c) Officials of the BC Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

(d) Where a communicable disease policy is established the Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.

(e) Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

22.13 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from the public.
- (b) Where such potential exists:
 - (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The Occupational Health and Safety Committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in Article 22.13(b).
- (d) The Joint Occupational Health and Safety Committee shall jointly develop a new or approve an existing training package on risk assessment.
- (e) Employees shall be informed concerning the potential for physical violence or verbal abuse from a member of the public, subject to statutory limitation.
- (f) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

22.14 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution.

22.15 Training Program for Occupational Health and Safety Committee Members

- (a) Occupational Health and Safety Committee members will be trained as to their responsibilities.
- (b) The program will provide two days training for all OH&S Committee members and designated safety representative pursuant to Article 22.3(c) within six months of appointment. The Provincial Joint Occupational Health and Safety Committee will determine the priority areas for scheduling of training. Each union committee member is entitled to an annual educational leave totalling the length of one current shift, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational health and safety training courses.
- (c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.
- (d) Union instructors, safety committee members and designated safety representatives attending or delivering the training including necessary travel time will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

22.16 Skin Protection From Ultraviolet Radiation

The Occupational Health and Safety Committees will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

22.17 Employee Safety Travelling To and From Work

In accordance with the regulations established by the Workers' Compensation Board the parties will instruct their representatives on the Occupational Health and Safety Committee to review the matter of employee safety while travelling to or from their workplace. The committees will make recommendations regarding the establishment of policies and/or procedures to eliminate or minimize such risk to employees. Where elimination of such risk is not reasonably possible, the committees shall make recommendations to either manage or avoid the risk.

22.18 Strain Injury Prevention

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculo-skeletal strain injuries or illnesses which are work related.

(b) Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

- (1) the work methods and practices;
- (2) the layout and condition of the workplace and workstation;
- (3) the characteristics of objects or equipment handled;
- (4) the environmental conditions;
- (5) the physical demands of work;

in a manner consistent with generic guidelines developed by the Provincial Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in Article 22.18(b). Such advice will be sought from resources which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1**

(a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.

(b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

(c) In light of this mutual recognition the parties have agreed to the following:

23.2

(a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change.

(b) Upon receipt of a notice of technological change pursuant to Article 23.2(a) the Joint Committee established under Article 29 - WaterBridge Equipment Inc. Joint Committee, shall meet to consult on the impact of the proposed change.

(c) The written notice identified in Article 23.2(a) will provide the following information:

- (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Article 23.2(a):
- (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this article shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13-Layoff and Recall of Regular Employees.
 - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer's geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
 - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13—Layoff and Recall of Regular Employees or Article 30—Auxiliary Employees, as appropriate.

23.3

For purposes of this article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

23.4

Notwithstanding Article 23.2(a), the parties recognize that there may be circumstances of statutory obligation where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

23.5

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology. Accordingly, the parties agree, pursuant to Article 29 WaterBridge Equipment Inc. Joint Committee, to meet to exchange information with respect to such changes at the request of either party.

23.6 Introduction of a New Vessel

Prior to the introduction of a new vessel, the parties will meet to negotiate rates of pay and qualifications. The process for determining salary rates and training requirements will be agreed to by the parties. If additional qualifications or tickets are required as a result of this process, all training costs and related expenses will be borne by the Employer.

ARTICLE 24 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

ARTICLE 25 - HEALTH AND WELFARE**25.1 Basic Medical Insurance**

All regular employees, whether full-time or part-time, may choose to be covered by the British Columbia Medical Plan. Benefits and premium rates shall be in accordance with the existing policy of the Plan. The Employer will pay 100% of the regular premium.

25.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under mutually acceptable extended health care plan including but not limited to, the following;

(a) An annual deductible of \$90 per family is subtracted from your first claim in each calendar year. After deducting the annual deductible, you will be reimbursed 80% of eligible expenses. The annual deductible and the normal benefit reimbursement level of 80% does not apply to eyeglasses, contact lenses, hearing aids, or needle less injectors.

(b) Acupuncture - You can claim the cost for reimbursement for acupuncture performed by a medical doctor or a registered acupuncturist to a maximum, of \$200 per individual to a maximum of \$500 per family per year.

(c) *Breast Prosthetics* – The cost of breast prosthetics including bras to a maximum of \$1000 may be claimed once every 12 months.

(d) *Chiropractor* - You can claim for chiropractor services and will be reimbursed at 80% for the first \$1,500 in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,500 would be covered at 100%. An order of a physician and/or surgeon is not necessary. X-rays taken by a chiropractor will not be covered.

(e) *Prescription Drugs* - (including oral contraceptives) on the written prescription of a physician or surgeon; diagnostic tests and x-ray examinations; The Employer will provide a direct pay card.

(f) *Emergency Ambulance Service* - In an emergency requiring immediate transportation, you can claim the cost of a local ambulance or transportation by railroad, boat or airplane to the nearest hospital. In an acute emergency you can claim the cost of transportation by air ambulance from the place where the injury or sickness occurs to the nearest acute care hospital and return fare, including the round trip fare for one attending person (doctor, nurse, first aid attendant) where required.

(g) *Eye Examinations* - You can claim the cost of an eye examination to a maximum of \$75 every two years.

(h) *Eyeglasses or Contact Lenses* - Eyewear is eligible for reimbursement only when prescribed and/or supplied by an optometrist or when ordered by a physician and/or surgeon. You can claim up to \$500 once every 24-month period (from date of last purchase) for prescription glasses or contact lenses for each covered adult, and once every 12 month period (from date of last purchase) for dependent children. May be used for laser eye surgery.

Note: The annual deductible and the normal benefit reimbursement level of 80% do not apply to eyeglasses, contact lenses, hearing aids or needleless injectors.

(i) *Hairpieces* – The cost of hairpieces to a maximum of \$500 for chemotherapy and alopecia patients may be claimed once every 24 months.

(j) *Hearing Aids* - You can claim the cost of hearing aids up to \$1,500 per ear once every 48 months per covered adult, and 24 months per covered child.

Note: The annual deductible and the normal benefit reimbursement level of 80% do not apply to eyeglasses, contact lenses, hearing aids or needleless injectors.

(k) *Medical Examinations* - You can claim charges made by a physician or a surgeon for you and all your registered dependants for a medical examination required by a statute or regulation of the provincial and/or federal government for employment purposes, provided such charges are not otherwise covered.

(l) *Miscellaneous Fees* – You can claim fees for oxygen, blood or blood plasma, artificial limbs or eyes, crutches, walkers, splints, casts, trusses or braces and prostate serum antigen test (maximum one per year).

(m) *Naturopathic Physician* - You can claim for Naturopathic services and will be reimbursed at 80% for the first \$1,500 in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,500 would be covered at 100%. An order of a physician and/or surgeon is not necessary. X-rays taken by and drugs, medicines, or supplies recommended and prescribed by a naturopathic physician will not be covered.

(n) *Needleless Injectors* - You can claim the costs of needleless injectors when prescribed by a physician, up to \$500 once every 60 months. Or you can claim the cost of needles for diabetes. You cannot claim both. An employee or registered dependant may switch from needles to a needleless insulin injector at any time. However, once the switch has been made to a needleless insulin injector, the cost of needles will not be reimbursed for a period of 60 months from the date of the last purchase of the needleless insulin injector

(o) *Note: The annual deductible and the normal benefit reimbursement level of 80% do not apply to eyeglasses, contact lenses, hearing aids or needleless injectors.*

(p) *Out-of-Province Emergencies* - You can claim reasonable charges for a physician's services in the event of an emergency while travelling or on vacation outside of BC, less any amount paid or payable by MSP.

(q) *Orthopedic Shoes* - Reimbursement of your cost is payable to a limit of \$400 per person per year for an employee or registered dependant for custom fit orthopedic shoes including repairs, orthotic devices, and modifications to stock item footwear when prescribed by a physician or podiatrist for the proper management of congenital or post-traumatic foot problems. Arch supports/inserts are not covered.

(r) *Private Nurse (in Hospital)* - You can claim the fee of a registered nurse who is not related to the covered person by blood or marriage (legal or common-law) for special duty nursing in acute cases while registered as a bed patient in a public general hospital. Such attendance must be recommended by a duly qualified physician or surgeon. A special nurse providing the service must not be an employee of the hospital in which special nursing services are performed

(s) *Physiotherapists and Massage Practitioners* - You can claim for service cost of a member of the Association of Physiotherapists and Massage Practitioners of British Columbia and will be reimbursed at 80% first \$1,500 in eligible expenses in a calendar year after the annual deductible is applied. Any eligible expenses beyond the first \$1,500 would be covered at 100%.

(t) *Podiatrist* - You can claim for service costs of a podiatrist and will be reimbursed at 80% for the first \$1,500 in eligible expenses in a calendar year after the annual deductible is applied. Any eligible

expenses beyond the first \$1,500 would be covered at 100%. Charges for x-rays taken by the podiatrist or other special fees charged by the podiatrist are not covered.

(u) *Registered Clinical Psychologist* – You can claim the service cost of a registered clinical psychologist, to a limit of \$500 per calendar year for you and/or your family. Recognize registered clinical counsellor in combination with psychologist.

(v) *Therapeutic Equipment* - You can claim the cost of renting or, where more economical, the purchase of durable equipment for therapeutic treatment - including wheelchairs and standard hospital beds. Pre-authorization is recommended for items costing over \$1,000.

25.3 Dental Plan

(a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:

- (1) Part A, 100% coverage - no limits;
- (2) Part B, 65% coverage - no limit;
- (3) Part C, 55% coverage.

(b) Orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

25.4 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of \$100,000.

The Employer shall pay 100% of the premium on the base \$100,000 and the employee shall pay the premium for any insurance over the base minimum.

(b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.

(c) The Group Life Plan shall include the following provisions for accidental dismemberment:

- (1) loss of both hands or feet - the principal sum;
- (2) loss of sight of both eyes - the principal sum;
- (3) loss of one hand and one foot - the principal sum;
- (4) loss of one hand or one foot and sight of one eye - the principal sum;
- (5) loss of one hand or one foot - one-half the principal sum;
- (6) loss of sight of one eye - one-half the principal sum.

(d) The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix 1—Advance Payment of Group Life Benefits.

Note: Optional spouse and dependant life insurance \$10,000 and \$5,000 respectively.

25.5 Air Travel Insurance

(a) In the event of death or disability incurred while travelling by aircraft on business of the Employer, regular and auxiliary employees will be covered by the terms and conditions of the Employer's insurance policy. The existing benefits will not be decreased during the life of this agreement.

(b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the group life plan, if any, or in the absence of such beneficiary, to the employee's estate.

(c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

25.6 Employment Insurance

Employment Insurance coverage will be provided during the life of this agreement for regular and auxiliary employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

25.7 Medical Examination

Where the Employer or the Employer's insurance carrier requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time. Where a medical examination is required by a regulation made pursuant to a statute the portion not covered by extended health will be paid by the Employer and on the Employers' time. When the examination is held on an employee's own time they will be paid at straight-time rates for time spent including travel to the nearest doctor.

25.8 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any legislative or other action by the government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

25.9 Employee and Family Assistance Program

(a) An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.

(b) This employer-funded, confidential, assessment/referral service will be monitored by the Joint Committee.

(c) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.

(d) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and union training programs.

25.10 Health and Welfare Plans

(a) A copy of the master contracts with the carriers for the extended health care, dental, STIIP, long-term disability and group life plans shall be sent to the President of the Union or their designate.

(b) The Employer will consult the Union before developing any brochure explaining the highlights of the plans for distribution to employees.

(c) The cost of such a brochure shall be borne by the Employer.

(d) Should the Employer choose to change the service provider(s) for the above plans, it shall advise the Joint Committee and inform them of any pertinent details which may affect how the employees access their benefits from the new service provider and/or plan administrator.

(e) No change shall be made to the Plan coverage in the above-referenced plans in (a) without the mutual agreement of the parties.

25.11 Designation of Spouse

Where an employee has designated a common-law spouse for benefit coverage under this agreement and the employee wishes to designate another common-law spouse, a period of 6 months must elapse before the newly designated common-law spouse (and eligible dependant(s), if any) are entitled to benefit coverage.

ARTICLE 26 - WORK CLOTHING

26.1 Uniforms and Protective Clothing

(a) The Employer shall provide all wearing and/or protective clothing as listed in Article 26.4. These clothing items shall be required to be worn at all times when at work and may be worn to and from work, but shall not be worn at any other times or in any public place unless so instructed by the Employer. It is recognized by the parties that identification of employees to the public is the principal reason for the clothing issue.

(b) The WaterBridge Equipment Inc. Joint Committee shall meet at the request of either party on a mutually agreed date and location to discuss and make recommendations on matters of concern, including clothing specifications (i.e. quality, colour, material and style). No changes shall be implemented without agreement between the parties.

26.2 Laundering & Dry_cleaning

A biweekly allowance of \$10 will be paid to all marine services employees who receive uniforms.

The allowance is for the purpose of cleaning, laundering, and minor maintenance (e.g. replacement of buttons, etc.) of employer issued clothing, with the exception of coveralls, winter coats, and floater coats which will be cleaned by the Employer. Alterations and major repairs will remain the responsibility of the Employer.

26.3 Clothing Issue

(a) A Clothing Officer shall be designated on each ferry route. Clothing Officer Quartermaster functions shall be considered hours of work.

(b) Except for made to measure items, the first clothing issue shall be made pursuant to Article 26.4 within one month of the employee's appointment. Made to measure items will be supplied within two months of the request being received by the clothing officer.

When an employee changes classification, first issue clothing items identical to each of the subject classifications will not be re-issued.

(c) (1) The replacement of clothing issue items shall be based upon a "*fair wear and tear*" policy and with the exception of made to measure items, will be made pursuant to 26.3(c)(2) within one month of the request being made to the Clothing Officer. If made to measure replacement is necessary, replacement shall be made pursuant to Article 26.3(c)(2) within two months of the request to the Clothing Officer.

- (2) Replacement of an unserviceable clothing item will be made upon presentation of the item to the Clothing Officer and provision of a reasonable explanation that its replacement has not been occasioned through negligence of the employee. Clothing items being replaced shall be marked and have removed there from all employer insignia, after which the clothing items shall be returned to the employee.
- (d) (1) A clothing supply depot shall be established.
- (2) An emergency supply of clothing shall be established and maintained at each ferry route.
- (3) Whenever possible standardized forms shall be developed and utilized for purposes of clothing measurements.
- (e) (1) Upon termination of their employment, auxiliary employees shall return all clothing items issued pursuant to Article 26.4.
- (2) With the exception of retiring employees, upon termination of their employment all regular employees shall:
- (i) Return to the Clothing Officer all clothing items issued pursuant to Article 26.4 within the 12-month period prior to their termination.
 - (ii) Present to the Clothing Officer all other clothing items issued pursuant to Article 26.4 for purposes of marking and removal of employer insignia, after which the clothing items shall be returned to the employee.

All employees working in winter conditions will be supplied either insulated pants or bib coveralls.

26.4 Clothing Issue

Marine Services Uniform Issue

The Employer agrees to provide to all regular employees the following:

Marine Captain

- 4 pants, work
- 1 white shirt per workday in shift block, minimum four, maximum eight (long or short sleeve optional)
- 2 ties, black (clip on optional)
- 1 ball cap
- 1 jacket, fleece
- 1 jacket, work
- 1 winter parka with hood
- 1 sweater or vest
- 1 pair coveralls (white or blue)

Marine Mate

- 4 pants, work
- 1 white shirt per day in shift block, minimum four, maximum eight (long or short sleeve optional)
- 2 ties, black (clip on optional)
- 1 ball cap
- 1 jacket, fleece
- 1 jacket, work

- 1 winter parka, with hood
- 1 sweater or vest
- 1 pair coveralls (white or blue) by request
- 1 toque
- 1 pair insulated bib coveralls
- 1 balaclava

Marine Engineers

- 4 pants, work
- 1 shirt per workday in shift block, white or blue, minimum four, maximum eight (short or long sleeve optional)
- 2 ties, black (clip on)
- 1 ball cap
- 1 jacket, fleece
- 1 jacket, work
- 1 winter parka, with hood
- 1 sweater or vest
- 3 pairs coveralls (white or blue)
- 1 toque
- 1 pair insulated bib coveralls
- 1 balaclava

Deckhands, Oilers

- 4 pants (work)
- 1 shirt per workday in shift block (blue) minimum four, maximum eight (short or long sleeve optional)
- 1 ball cap
- 1 toque
- 1 jacket, fleece
- 1 jacket, work
- 1 winter parka, with hood
- 1 sweater or vest
- 3 coveralls (blue) (Oilers only)
- 2 coveralls (blue) (Deckhand only)
- 1 pair insulated bib coveralls
- 1 balaclava

Terminal Attendants

- 2 jackets (work)
- 3 pants (work)
- 1 shirt per workday in shift block (blue) minimum four, maximum eight (long or short sleeve optional)
- 1 ball cap
- 1 toque
- 2 pair of shorts (by request)
- 1 pair coveralls (blue) (by request)
- 1 fleece jacket

Administrative Employees

Smock, laboratory coats or coveralls as required

Auxiliary Employees

- (a) Short-term (i.e. after the completion of 210 hours):
 - 2 (work) blue shirts – (Long or short sleeve optional)
 - 2 (work) pants
 - 1 standard ball cap
 - 1 pair coveralls (oilers and deckhands when necessary)
 - 1 toque
 - 1 work jacket
- (b) Long-term according to classification as outlined above.

Vessel

The vessel shall maintain an adequate supply of sea boots and rain gear for onboard personnel.

NOTE:

- (a) "Long-term auxiliary employee": is defined as "auxiliary employees who have completed 1400 hours worked within a 15-month period."
- (b) Female style clothing shall be supplied where appropriate for both regular and auxiliary employees.

26.5 Union Label

Uniforms and clothing issued by the Employer shall, wherever possible, be union made and bear a recognized union label.

26.6 Purchase of Work Clothing

The Union and the Employer agree that preference will be given to BC suppliers when clothing or wearing apparel is purchased by the Employer. The aims of this policy are:

- (a) to encourage business operations within BC;
- (b) to foster new job-creating enterprises throughout the province; and
- (c) to promote growth and stability in BC.

For the term of this agreement, where the Employer can demonstrate to the Union that where an article of clothing or wearing apparel:

- (d) is manufactured in BC; or
- (e) creates new jobs in BC at the provincial-industry standard rate of pay, the Union will consider the requirements of this article have been met.

26.7 Safety Footwear

Regular administrative employees who are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toe footwear in the performance of their regular duties shall, upon presentation of a receipt evidencing the purchase of same, be reimbursed in the amount of \$59.50. Such reimbursement may be received only once per calendar year. Part-time regular employees shall receive this reimbursement on a pro rata basis.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

27.2 Paydays

(a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their pay no later than four weeks after they commence employment. Terminating employees will receive their final pay within eight days of the end of their final pay period.

(b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.

(c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.

(d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

27.3 Substitution Pay

(a) An employee will be granted substitution pay where the employee is:

- (1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or
- (2) assigned to perform duties of a higher paying position which would warrant a higher classification.

(b) The employee shall receive the rate for the job, where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

(c) Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute, pursuant to Articles 27.3(a)(1) or (2), or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.

(d) If an employee while substituting in a higher paying position earns overtime and has elected to take compensatory time off for that overtime, the wage paid during the period of compensatory time off shall be the applicable rate for the higher paying position.

(e) Payment for leave under Articles 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the four pay periods preceding their leave, in which case they shall receive the higher rate.

(f) If an employee substitutes in a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the substituting classification, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series in which the employee is substituting. An employee shall not receive a salary greater than the maximum of the range of the classification in which the employee is substituting.

(g) Grievances concerning Articles 27.3(a), that are filed at arbitration, may be referred by either party to expedited arbitration as per Article 9.4.

27.4 Substitution Pay/Appointment

For the purpose of substitution appointments, a watch is the group of employees who are normally assigned to work the same hours on the same shift on the same vessel. Substitution appointments will be offered in the following order:

- (a) (1) *Captain substitution appointments:*
 - (i) regular Mate on the watch requiring the appointment;
 - (ii) regular Mate outside the watch holding the greatest combined seniority per 12.1(b), provided the regular Mate is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more Mates have the same combined seniority as Captain, regular seniority will govern. If there is still a tie, auxiliary seniority will govern;
 - (iii) regular Deckhand with the greatest combined seniority on the watch requiring the appointment;
 - (iv) regular Deckhand outside the watch holding the greatest combined seniority, provided the regular Deckhand is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more Deckhands have the same combined seniority as Captain, then Mate's combined seniority will govern. If there is still a tie, then regular seniority will govern. If still tied, auxiliary seniority will govern;
 - (v) auxiliary Deckhands.
- (2) *Mate substitution appointments:*
 - (i) regular Deckhand with the greatest combined seniority on the watch requiring the appointment;
 - (ii) regular Deckhand outside the watch holding the greatest combined seniority, provided the regular Deckhand is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more Deckhands have the same combined seniority as Mate, then regular seniority will govern. If there is still a tie, auxiliary seniority will govern;
 - (iii) auxiliary Deckhands.
- (3) *Engineer substitution appointments:*
 - (i) regular Oiler with the greatest combined seniority on the watch requiring the appointment;

- (ii) regular Oiler outside the watch holding the greatest combined seniority, provided the regular Oiler is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more eligible Oilers have the same combined seniority date as Engineer, then regular seniority will govern. If there is still a tie, auxiliary seniority will govern;
- (iii) auxiliary Oilers.

In all cases, substitution appointments shall only be offered to employees deemed capable by the Employer to perform the principal duties of the higher paying position.

(b) For purposes of this article, the term "capability seniority" shall be defined as the date upon which the employee was deemed capable to substitute into the higher paying position in question. In the event that no written record exists confirming this date, capability seniority shall accrue from the date on which the employee first substituted into that position.

(c) A substitution appointment occasioned by a position vacancy or pre-planned approved leave greater than a watch month shall be offered to an employee in the classification from which the selection is made having the greatest combined seniority.

(d) When a substitution appointment necessitates the movement of the employee between watches, then:

- (1) there shall be no increased cost to the Employer;
- (2) the substituting employee shall assume the work schedule of the position into which they are substituting on a date consistent with operational requirements; and
- (3) scheduling of substitution appointments shall be effected in a manner that will minimize the possibility of a substituting employee working in excess of their annual hours of work. However, should operational requirements necessitate such an overage, it shall be paid at the straight-time rate for the position in which the employee is substituting.

27.5 Rate of Pay on Reclassification or Promotion

(a) When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

(b) If an employee is promoted or reclassified to a higher paying classification where the salary placement in the salary range is less than the salary they would have received if substituting in a classification between their current classification and the new position, then the salary placement will be equivalent to the higher rate. This shall only apply to classifications in the same classification series or the classification series to which the employee is reclassified or promoted. An employee shall not receive a salary greater than the maximum of the range of the classification to which the employee is promoted or reclassified. Future increments, if any, shall be to the next higher step in the range of the classification to which the employee has been promoted or reclassified.

27.6 Senior Chief Engineer's Wage Differential

(a) The senior duty differentials shall be nine percent of the basic wage paid to Senior Chief Engineers who are designated as Seniors, except that those Seniors who are responsible for two-vessel operations or three sailing watches per day on one vessel, shall receive 13% of their basic wage.

(b) Senior Chief Engineers shall receive an allowance of 40¢ per hour when they are required by the Marine Manager to perform the route supervisory duties normally performed by the Marine Manager.

27.7 Pay on Temporary Assignment

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

27.8 Salary Protection and Downward Reclassification of Position

- (a) Effective June 21, 1986 an employee shall not have their salary reduced by reason of:
- (1) a change in the classification of their position; or
 - (2) placement into another position with a lower maximum salary, that is caused other than by the employee.

That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of their new classification.

That employee shall receive the full negotiated salary increases for their new classification thereafter.

- (b) Prior to June 21, 1986 an employee shall not have their salary reduced by reason of:
- (1) a change in the classification of their position; or
 - (2) placement into another position with a lower maximum salary, that is caused other than by the employee.

That employee shall continue to receive 50% of the negotiated salary increases applicable to the employee's new classification until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of their new classification.

That employee shall receive the full negotiated salary increases for their new classification thereafter.

- (c) Such changes in classifications or placements made pursuant to Article 13—Layoff and Recall of Regular Employees, and/or Article 29.4(b) are covered by Article 27.8(a) and (b).

27.9 Vehicle Allowances

Vehicle allowances for all distances travelled on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of 32 kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties.

Vehicle allowance shall be: 54¢ per km.

27.10 Meal Allowances

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

Meal	Effective April 1/19
Breakfast	18

Meal	Effective April 1/19
Lunch	20
Dinner	30

27.11 Isolation Allowance

- (a) An isolation allowance of \$6.50 per point per month shall be paid to each eligible employee. Equivalent biweekly rates will be as shown in Appendix 6 – Biweekly Pay Conversion Schedule Isolation Allowance.
- (b) The basis of payment shall be in accordance with the formula devised by the Joint Committee on Isolation Allowances and the revised point-ratings resulting from the general review carried out by the Committee based on the 1976 census, until March 31, 1983 after which time payment shall be in accordance with agreement reached by the Principals in Article 27.11(c).
- (c) The Joint Committee on Isolation Allowances will make a general review of the point ratings assigned each location based on the 1991 census and submit its report to the Principals not later than March 31, 1995.
- (d) Current employees in locations, the point ratings of which are reduced below 11 points as the result of the above review or, as a result of the review pursuant to Article 27.11(e), will continue to receive, until March 31, 1995, the amount of allowance they were receiving prior to the review. Effective April 1, 1995 and each April 1 thereafter, the amount of allowance will be reduced by 20% of that amount while they remain employed at that location.
- (e) The Committee established in Article 27.11(c) shall review alternatives to the existing isolation allowance and make recommendations to the bargaining Principals that ensure that issues related to recruitment, retention and isolation are reviewed within funding available.
- (f) Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time spent on this Committee.

27.12 Safety Equipment

- (a) All regular and auxiliary employees who qualify for benefits will receive an annual non-taxable payment of \$100 for the purchase of safety footwear. This non-taxable payment will occur in the first pay period of the year.
- (b) All other auxiliary employees will receive a non-taxable payment of \$100 at the completion of each 1827 hours worked.
- (c) No receipts will be required.
- (d) All amounts carried forward from previous years will be paid out upon ratification of this agreement.

27.13 Certificate Allowance

An allowance of \$22.50 biweekly shall be paid to employees hired prior to April 22, 1996 who have Marine Certificates of Competency which are recognized as superior to existing minimum job specification requirements for their appointed position providing this appointment did not involve a lateral transfer or voluntary demotion. Employees hired after April 22, 1996 shall receive this allowance if they have Marine Certificates of Competency which are recognized as superior to existing minimum job specification requirements for their appointed positions, providing this appointment did not involve a lateral transfer

or voluntary demotion, and providing such certification enables them to substitute in a higher classified position. The maximum allowance under this article shall be \$22.50 biweekly regardless of the level and/or number of certificates of competency.

27.14 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 11:30 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation within their headquarters area, upon presentation of receipts.

27.15 Cashier Policy

Cashiers who make excessive and too frequent financial transaction errors shall be:

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to placement in a more suitable position; or
- (c) liable for disciplinary action provided there was no success in Article 27.15(a) or (b).

27.16 Dirty Money and Heat Money

An allowance of \$9.00 per hour shall be paid to all employees in addition to their basic pay, for carrying out the following work on board vessels:

- (a) Spray painting in confined spaces below the main deck, exclusive of machinery space;
- (b) When working on sanitary systems, cleaning choked water closet and urinal bowls, also choked water closet and urinal waste lines. (All work carried out on the sanitary flushing supply systems to water closets and urinals shall be paid at the normal hourly rates);
- (c) When working below the Engine Room deck plates (Bilges and tank top cleaning in non-machinery spaces shall be paid at the normal hourly rates);
- (d) When employees are required to clean-up excrement, blood or vomit, or when employees are required to be in physical contact with excrement. (A minimum of \$12.00 per hour will be paid in this case).
- (e) When employees are required to weld or torch cut galvanized or coated metals.

27.17 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be in accordance with the provisions of this agreement and as contained in the appropriate classification series appendix.

27.18 Upgrading Qualifications

Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

27.19 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Memorandum of Understanding 2—Board and Lodging and Relocation Expenses.

27.20 Relocation Expenses

- (a) Except as provided in Article 27.20(b), regular employees and eligible auxiliary employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding 2—Board and Lodging and Relocation Expenses. Employees shall not be entitled to relocation expenses where their new worksite is closer to their current residence.
- (b) Where an employee receives relocation expenses as a result of winning a competition, and subsequently resigns within the two-year period immediately following the relocation, they will be required to reimburse the employer expenses paid on a pro rata basis.
- (c) The provisions of Article 27.20(b) do not apply to employees who resign in order to care for a dependent child or who resign or are deemed to have resigned pursuant to Article 13.

27.21 Relocation at Time of Retirement

Where an employee, who has been relocated by the Employer or through a competition to an isolated location, gives not less than six months' notice prior to retirement to relocate elsewhere in the province, the Employer will pay the cost of moving the employee's household goods and effects in accordance with that part of the relevant regulations in effect at the time of the employee's retirement, providing that:

- (a) The employee shall have served a minimum of three years in the isolated location.
- (b) The employee actually moves to a location in the province within three months of the month in which they cease to be actively employed by the Employer.
- (c) For the purposes of this article, the term "*isolated location*" shall include all the locations on the Isolation Index, or as altered by mutual agreement from time to time.
- (d) For the purposes of this article, the term "*retirement*" shall refer to an employee who is scheduled to retire and to receive a superannuation allowance under the Public Service Pension Plan Rules, or who has reached mandatory retiring age.

27.22 Retirement Allowance and Pre-Retirement Leave

Upon retirement from service, an employee who has completed 20 years of service with the Employer, and who under the provisions of the Public Service Pension Plan Rules is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

27.23 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education.

27.24 Travel Incidentals

Employees on travel status who are required to obtain overnight accommodation shall receive \$15 per night for incidentals, for each night away.

27.25 Salary Rate on Demotion

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary range is established, the maximum reduction shall be the closest step to 8%, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than 8%, the new salary shall be the maximum of the new position.

27.26 Hourly, Daily and Partial Month Calculations

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Annual Salary}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.0893} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{70} = \text{Hourly Rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Biweekly Rate} \times 26.0893}{12}$$

The formula for paying a partial salary to employees paid on a biweekly basis is:

Salary = hours worked and paid holidays x biweekly salary divided by hours scheduled and paid holiday (paid holiday equals 7 hours).

When an article in this agreement or the appropriate classification series appendix has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period payday to the specified date.

27.27 Child Care Expenses

(a) Where an employee is requested or required by the Employer to attend:

- (1) employer endorsed education, training and career development activities, or
- (2) employer sponsored activities,

which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$50 per day upon production of a receipt.

(b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$25 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.

(c) Reimbursement in Article 27.27(a) or (b) shall only apply where no one else at the employee's home can provide the child care.

(d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

27.28 Lodging Allowance

Employees on travel status who stay in non-commercial lodging shall be entitled to claim \$50 per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

27.29 Qualified Registered Professional Fees

Regular full-time employees who have completed their probationary period and who are required as a condition of employment to maintain membership in an association as a qualified registered professional shall be reimbursed for membership or licensing fees to a maximum of \$200 annually.

27.30 Payment for Missed Work Opportunities

Employees who miss work opportunities due to improper scheduling or improper application of the equalization of overtime process will be entitled to payment for all missed wages and benefits related to the missed opportunity.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

28.1 Classification Plan

(a) When a new or substantially altered classification covered by this agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree, the matter will be referred to arbitration pursuant to Article 9.

(b) An employee shall have the right to grieve through the Union, the classification of the position he occupies if an employee believes that the position he occupies is improperly classified.

(c) The Employer agrees that there shall not be any changes to the current job descriptions without the mutual agreement of the parties.

(d) No existing classification shall be eliminated except by prior consultation with the Union.

ARTICLE 29 - WATERBRIDGE EQUIPMENT INC. JOINT COMMITTEE

29.1 Establishment of Joint Committee

(a) The Employer and the Union agree to establish a joint committee comprised of two employer designates and of two union designates from the Union's Bargaining Committee. The Committee shall meet at the request of either party, at least once every 90 days at a place and time to be mutually agreed. Minutes of all meetings shall be taken and copies shall be provided to the Employer and the Union.

(b) This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

29.2 Meetings of Committee

- (a) Employees shall not suffer any loss of basic pay for time spent on this committee. Employees on the Joint Committee shall be paid in cash or time off at straight-time rates for meetings held on the employees' regular days off.
- (b) Captains and Engineers meetings paid at one and one-half times pay.

29.3 Chairperson of Committee

An employer representative and a union representative shall alternate in presiding over meetings.

29.4 Responsibilities of Committee

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) In the event of any substantial re-organization within WaterBridge Equipment Inc. which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.
- (c) The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing grievances and misunderstanding;
 - (3) reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs;
 - (4) reviewing matters unresolved and referred to it by the Occupational Health and Safety Committee. The Committee may make recommendations regarding health and safety issues to the Joint Occupational Health and Safety Committee. Those portions of Joint Committee and Subcommittee minutes and/or other record of proceedings, which address occupational health and safety issues, shall be forwarded to the Co-Chairpersons of the Joint Occupational Health and Safety Committee, or their designates.
 - (5) The Committee may make recommendations on the criteria for the approval of applications pursuant to Article 20.8(e).
 - (6) workforce adjustment issues as they arise.

29.5 Rehabilitation

It is the intent of both parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured.

- (a) The Committee shall consist of the Joint Committee as defined in Article 29.1(a).
- (b) The Committee shall review cases of employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or

injury. Such employees shall make application for rehabilitation pursuant to Appendix 4, Part IV-Rehabilitation.

(c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness.

(d) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to arbitration as per Article 9.

(e) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as committee members.

ARTICLE 30 - AUXILIARY EMPLOYEES

30.1 Auxiliary Employees

(a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.

(b) The senior qualified auxiliary employee, within the classification series, will be appointed to the first regular vacancy that becomes available, as per Article 12.1.

(c) For the purposes of Article 30.1(b) and Articles 30.6—Application of Agreement, 30.9—Medical, Dental and Group Life Insurance, 30.11—Annual Vacations and 30.12—Eligibility Requirements for Benefits, hours worked shall include:

- (1) hours worked at the straight-time rate;
- (2) hours compensated in accordance with Article 30.10—Designated Paid Holidays;
- (3) hours that a seniority rated employee does not work while on approved leave with pay;
- (4) annual vacation pursuant to Article 30.11(d)—Annual Vacations;
- (5) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
- (6) missed work opportunities during leaves pursuant to Article 2.10(a)—Time Off for Union Business - Without Pay, except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
- (7) leaves pursuant to Article 2.10(b)—Time Off for Union Business - With Pay;

Notwithstanding Article 30.1(c)(3), an auxiliary employee eligible for conversion to regular status shall not be converted until the employee has returned to active employment for 140 hours. The effective date of such conversion shall be the first of the month following the date on which eligibility for conversion occurs.

30.2 In Service Status for Applying for Regular Positions

(a) Auxiliary employees who have successfully completed their initial probationary period, will be recognized as in service applicants when applying for regular positions.

(b) Subject to Article 30.4 Loss of Seniority, an auxiliary employee who has successfully completed their initial probationary period prior to application for a regular position, or an auxiliary employee who is on layoff status and who has successfully completed their initial probationary period prior to being laid off, will have their length of service as an auxiliary employee recognized.

30.3 Seniority

- (a) (1) For the purpose of layoff and recall and other seniority related provisions of this agreement, an auxiliary employee who has worked in excess of 30 days shall accumulate service and classification seniority within a seniority block, on the basis of:
- (i) all hours worked at the straight-time rate;
 - (ii) designated paid holidays or days off in lieu in accordance with Article 30.10-Designated Paid Holidays;
 - (iii) annual vacation in accordance with Article 30.11(d)—Annual Vacations;
 - (iv) leave pursuant to Article 30.12—Eligibility Requirements for Benefits or Article 30.6(c)—Application of Agreement;
 - (v) compensatory time off provided the employee has worked 1827 hours in 33 pay periods;
 - (vi) missed work opportunities during leaves pursuant to Article 2.10(a)—Time Off for Union Business-Without Pay except that during the first 33 pay periods of employment such credit shall be limited to 105 hours;
 - (vii) leaves pursuant to Article 2.10(b)—Time Off for Union Business - With Pay;
 - (viii) approved leave with pay.
- (2) The total hours above shall be converted to a seven-hour shift to establish seniority.
- (3) Upon completing 30 workdays (seven-hour shifts), an auxiliary employee's seniority shall include the accumulated 30 workdays.
- (4) Newly hired auxiliary employees are subject to a 210-hour probationary period.
- (b) Auxiliary seniority units on a ferry route shall be defined as follows:
- (1) Operations
 - (2) Engineering
 - (3) Shore Staff
 - (4) Terminal
- (c) Auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.
- (d) A current service seniority list shall be posted in the seniority block by December 31, March 31, June 30 and September 30. Upon request, a copy of the service seniority list shall be provided to the steward.
- (e) Newly hired auxiliary employees are subject to a 210-hour probationary period.

30.4 Loss of Seniority

An auxiliary employee will lose their service and classification seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;

- (c) they are on layoff for more than nine months;
- (d) they are unavailable for, or decline, four offers of re-employment within the calendar periods January 1 to June 30 and July 1 to December 31, as provided in Article 30.5-Layoff and Recall; or
- (e) they become a regular employee.

30.5 Layoff and Recall

(a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a classification series within a seniority block.

(b) Auxiliary employees on layoff shall be recalled in order of service seniority within a classification series within a seniority block, provided the auxiliary employee is qualified to carry out the work which is available.

(c) Notwithstanding Article 30.5(a), auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with Article 30.5(b).

(d) Auxiliary employees hired pursuant to Article 33—Special Employment Programs, or for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Article 30.4(a)—Loss of Seniority upon completion of their project or program. The Employer will provide the Union with a copy of each appointment letter for employees hired under Article 30.5(d)—Layoff and Recall within 30 days of the appointment.

(e) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority blocks based on the scheduling patterns for that seniority block, such that auxiliary employees will not be required to be available more than three hours on any one day or for more than one period per shift, at their contact point established pursuant to Article 30.5(g).

Calls made to auxiliary employees outside of the scheduled time periods will be treated in accordance with the applicable articles of this article.

(f) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in Article 30.5(h) and (j).

(g) Auxiliary employees will provide a direct communication link that will give them personal contact with their work unit/recall article. This communication link must be appropriate to the operation and may include telephone, radio telephone, pager, etc.

(h) (1) Where telephone/radio telephone communication is used, two attempts, at least five minutes apart, will be made to contact the auxiliary employees. If the auxiliary employee declines or is unavailable for work, they will then be given a refusal as per Articles 30.4(d) and 30.5(o).

Notwithstanding the above, in the case of an emergency situation, a single verbal attempt will be made to contact the auxiliary employees.

(i) Auxiliary employees are responsible for advising their work unit/recall article, in writing, of their current phone number, address, radio call numbers, etc., as established in Article 30.5(g), and for the accuracy and completeness of the information provided. Auxiliary employees are responsible for

maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.

(j) Auxiliary employees on layoff who experience problems with their communication link established under Article 30.5(g), or who will not be available at their contact point during the scheduled time period for those reasons outlined in Article 30.5(n), are required to contact their work unit/recall article in advance of the scheduled time periods as designated by the Employer. The auxiliary employees may be required to contact their work unit/recall article during the scheduled time period to obtain a specific work schedule, etc.

(k) If the Employer is unable to contact auxiliary employees during the scheduled time periods established in Article 30.5(e) the Employer will immediately advise the employees by certified mail, or by hand delivered letter, of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Article 30.4(d)—Loss of Seniority. If the Employer is unable to contact auxiliary employees outside of the scheduled time periods the Employer will not count such unavailability for purposes of Article 30.4(d)—Loss of Seniority except as specified in Article 30.5(l).

(l) Where auxiliary employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in Article 30.5(n), they will be considered to have declined work for purposes of Article 30.4(d)—Loss of Seniority.

(m) Where auxiliary employees are contacted during the scheduled time periods established in Article 30.5(e), and decline the work offered, such decline will be considered to be a decline for purposes of Article 30.4(d)—Loss of Seniority.

(n) Auxiliary employees who are unavailable in the following circumstances, and who call in to their work unit/recall article at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Article 30.4(d)—Loss of Seniority:

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave or adoption leave;
- (3) absence on bereavement as per Article 30.6(c)—Application of Agreement;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
- (5) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of, or inability to obtain child care for a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two days;
- (7) union leave per Article 2.10—Time Off for Union Business;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) approved leave under Article 30.11(b)—Annual Vacations;
- (11) an offer of work which is less than four hours duration;

(12) an offer of work which would constitute a short changeover (Article 15.4—Short Changeover Premium);

(13) on an approved education leave with pay.

Employees who decline work pursuant to Article 30.5(n)(11) or (12) will remain eligible to be recalled for other available work on the same day and to accept or decline that work in accordance with the terms of this agreement.

(o) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on six separate occasions² in the calendar periods between January 1st and June 30th inclusive or July 1st and December 31st inclusive.

(p) (1) Auxiliary employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.

(2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of Article 30.5(b) and (e) through (n).

(3) Should an auxiliary employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with 10 days written notice.

(q) Auxiliary employees unavailable for, or declining work offered to them, will not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.

(r) The Employer is not required to recall auxiliary employees who have already accumulated 1827 hours in 26 pay periods.

(s) (1) Auxiliary employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.

(2) Where an employee commences work they shall receive four hours pay at their regular rate.

(t) Any auxiliary employee who has not physically worked a regular shift on board their assigned vessel during the previous 30 days, shall be scheduled for one shift to review emergency response protocols, prior to resuming regular duties.

(1) Licensed Auxiliary crew are exempt from this process.

(2) Article 30.5 - Layoff and Recall procedures and Article 30.3 – Seniority, are not applicable.

² It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

30.6 Application of Agreement

(a) Except as otherwise noted in this article, the provisions of Article 11—Seniority, Article 13-Layoff and Recall, Article 17—Paid Holidays, Article 18—Annual Vacations, Article 19-Short-Term and Long-Term Illness & Injury and Long-Term Disability, Article 20—Special and Other Leave, Article 21-Maternity, Parental and Pre-Adoption Leave, and Article 25—Health and Welfare, do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.

(b) Any auxiliary employee who is eligible to vote in a federal, provincial, first nation or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

"First Nation" for the purposes of this agreement, is an Indian Band Council duly constituted under the *Federal Indian Act* or an aboriginal governing body authorized under the terms of a treaty duly ratified by the provincial and federal governments.

(c) Where leave from work is required, auxiliary employees shall be entitled to the provisions of Article 20.1 (Bereavement Leave).

(d) Maternity and parental leave for auxiliary employees with less than 1827 hours worked in 33 pay periods shall be in accordance with the *Employment Standards Act*.

30.7 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of 80¢ per working hour, up to a maximum of \$56.00 per biweekly pay period.

30.8 Weekly Indemnity

(a) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of 400 hours of auxiliary seniority. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of 15 weeks at 60% of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the total of the straight-time compensation and the compensation paid in accordance with Article 30.7—Health and Welfare in the six most recent biweekly pay periods in which earnings occurred.

(b) The benefit waiting period in each case of illness will be 14 calendar days. This means that benefits will be paid from the fifteenth day of illness.

(c) Subject to Article 30.8(b)—Weekly Indemnity, full benefits will be reinstated:

(1) in the case of new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates 150 more hours of auxiliary seniority;

(2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates 400 more hours of auxiliary seniority.

(d) The payment of benefits to a person who is laid off or separated prior to termination of their illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is 15 weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if

the illness occurs two months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

(e) The benefits described in this article shall not be available to an auxiliary employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:

- (1) who is not under the care of a licensed physician;
- (2) whose illness is occupational and is covered by Workers' Compensation;
- (3) whose illness is intentionally self-inflicted;
- (4) whose illness results from service in the Armed Forces;
- (5) whose illness results from riots, wars or participation in disorderly conduct;
- (6) who is ill during a period of paid vacation;
- (7) whose illness is sustained while they are committing a criminal offence;
- (8) who is engaged in an employment for a wage or profit;
- (9) who is ill during a strike or lockout at the place where they were employed if that illness commences during the strike or lockout;
- (10) who is serving a prison sentence;
- (11) who would not be entitled to benefits payable pursuant to Part I of the Employment Insurance Act because they are not in Canada;
- (12) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.

30.9 Medical, Dental and Group Life Insurance

(a) Auxiliary employees will be eligible for coverage under Articles 25.1—Basic Medical Insurance, 25.2—Extended Health Care Plan, 25.3—Dental Plan, 25.4—Group Life and 25.9—Employee and Family Assistance Program after completion of 1400 hours worked in 33 pay periods or after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight-time rate within the previous 26 pay periods. Such auxiliary employees eligible for benefits under this article will not receive the payment under Article 30.7—Health and Welfare.

(b) An auxiliary employee will cease to be entitled to coverage under Article 30.9(a) when they lose their seniority in accordance with Article 30.4(a), (b), (c) or (d)—Loss of Seniority.

(c) Auxiliary employees qualified under Article 30.9(a) shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

(d) When an auxiliary employee on layoff, who has previously qualified under Article 30.9(a) and has not ceased to be entitled under Article 30.9(b), is recalled, the employee shall immediately be entitled to the benefits under Article 30.9(a).

30.10 Designated Paid Holidays

(a) Auxiliary employees shall be compensated for the paid holiday who have:

- (1) worked, or received pay at straight-time rates for the day before and the day after a paid holiday; or
- (2) worked, or received pay at straight-time rates for 15 of the previous 30 days; or
- (3) worked, or received pay for at least 105 hours at the straight-time rate in the previous 30 days.

This article shall not apply to employees who have been terminated and not on layoff status.

(b) An auxiliary employee who is qualified under (a) to receive compensation for the paid holiday but does not work on the paid holiday, shall receive compensation for the day based on the following formula:

Straight-time hours paid in the previous 30 calendar days divided by the straight-time hours of work of a full-time employee for the same 30 calendar day period multiplied by the hourly rate multiplied by seven.

(c) An auxiliary who works on a paid holiday shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17 – Paid Holidays. The day off in lieu provided through the application of Article 17 – Paid Holidays shall be compensated on the basis of the formula in (b) above.

30.11 Annual Vacations

(a) Auxiliary employees will be entitled to receive vacation pay at the rate of 6% of their regular earnings. Auxiliary employees shall receive their earned vacation biweekly.

(b) Auxiliary employees after six months from their date of hire, may elect to take a leave of absence without pay of up to 15 workdays, not to exceed 105 hours, in any calendar year. An employee seeking such unpaid leave shall make application, in writing, a minimum of seven workdays prior to the requested leave.

(c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of employees and provided there is no increased cost to the Employer. The days need not be consecutive.

(d) Auxiliary employees who have completed 1827 hours worked in 33 pay periods shall be eligible for annual vacation leave in accordance with the provisions of this article and Article 18.1—Annual Vacation Entitlement, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in Article 30.11(a) or leave in accordance with Article 30.11(b).

(e) The calendar year in which an employee qualifies for vacation leave under Article 30.11(d) will be considered the first partial year of service for purposes of vacation entitlement and subject to Article 18.6—Vacation Carryover any unused vacation entitlement earned during that year will be paid to the employee on the final payday of that year.

(f) Upon qualifying for vacation leave an auxiliary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Article 18.2—Vacation Earnings for Partial Years.

(g) Vacation leave shall be scheduled in accordance with the provisions of the appropriate classification series appendix, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.

- (h) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.
- (i) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Articles 18.7-Vacation Pay, 18.10-Vacation Carryover, 18.11-Callback From Vacation, 18.12-Vacation Leave on Retirement and 18.13-Vacation Credits Upon Death.

30.12 Eligibility Requirements for Benefits

Auxiliary employees will qualify for Short-Term Illness and Injury Plan (STIIP), Articles 20.2-Special Leave, 20.3-Family Illness, 20.4-Full-Time Public Duties, 20.5-Elections, 20.6-Leave for Court Appearances, 20.13-Leave for Medical and Dental Care, 20.14-Maximum Leave Entitlement, 20.15-Emergency Service Leave and Article 21-Maternity, Parental and Pre-Adoption Leave as follows:

- (a) An employee will be entitled to benefits under this article after completion of 1827 hours worked in 33 pay periods.
- (b) An auxiliary employee will cease to be entitled to coverage when they:
 - (1) fail to maintain 1200 hours worked at the straight-time rate within the previous 26 pay periods except as provided under Article 21—Maternity, Parental and Pre-Adoption Leave,
 - (2) lose their seniority in accordance with Article 30.4(a), (b), (c), or (d)—Loss of Seniority.
- (c) Benefits will not be paid on layoff except as provided in Appendix 4, Article 1.10-Benefits Upon Layoff or Separation.
- (d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("Return to work" is understood to mean the employee completed at least one-half of a scheduled workday or shift.) Auxiliary employees on daily or weekly recall shall retain eligibility when a junior auxiliary is recalled due to the illness or injury of a senior auxiliary who declined the offer for this reason.
- (e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the six pay periods immediately preceding absence due to illness.

ARTICLE 31 - GENERAL CONDITIONS

31.1 Commuting

- (a) The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties.
- (b) The Joint Committee shall study the matter of employee parking and make recommendations to the parties.
- (c) The Employer shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit and/or to carpool to their worksites.

31.2 Tools

The Employer shall provide the tools and supplies for vessel maintenance.

31.3 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, reference texts, and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer.

31.4 Indemnity

(a) *Civil Action*- except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

(c) *Canada Shipping Act* - where an employee is called before a hearing held under the Canada Shipping Act resulting directly from the proper performance of their duties, the employee shall be reimbursed for reasonable legal fees.

(d) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

(e) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.

(f) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

31.5 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for the purchase of an RRSP of the employee's choice.

31.6 Political Activity**(a) Municipal and School Board Offices:**

- (1) Employees may seek election to municipal and school board offices, provided that:
 - (i) 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;
 - (ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the employee's position.
- (2) Where the Municipal Council, the School Board or committees of the Council or Board hold meetings during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (3) Where leave without pay is granted to attend committee meetings, such leave shall be in accordance with Article 20.12, and provided that such leave shall not exceed one-half shift per week.
- (4) The employee shall provide at least one week's written notice to the Employer.

(b) Federal and Provincial Offices:

There are no restrictions other than the oath of office 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 in accordance with Article 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Article 20.4(b). If not elected, the employee shall be allowed to return to their former position.

31.7 Copies of Agreements

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, sufficient copies of the agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for 50% of the distribution costs.

(b) The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT
between
WATERBRIDGE EQUIPMENT INC.
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Effective from April 1, 19 to March 31, 22

(c) All agreements shall be printed in a union shop and shall bear a recognized union label.

(d) The Employer will provide copies of the printed agreement within 90 days of the signing of the agreement.

31.8 Travel Advance

Regular employees will be provided with an adequate travel advance if they are required to proceed on travel status. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

31.9 Private Vehicle Damage

Where an employee's vehicle is damaged by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$500.

31.10 Personal Property Damage

- (a) Where an employee's personal possession(s) is/are damaged by a person in the care of the Employer, the Employer shall pay, up to a maximum of \$100, the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eye-wear.
- (b) On request, and with reasonable notice, the Employer shall provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

31.11 Crew Parking Lots

The Employer agrees to provide sufficient parking facilities for crew members.

31.12 Disclosure of Information

The Employer and the Union recognize that it is in the public interest for employees to be able to disclose information regarding breaches of a statute, danger to public health and safety or a significant danger to the environment.

No employee shall be disciplined for bringing forth in good faith an allegation of wrongdoing in accordance with the following procedure:

- (a) An employee shall direct their concern or allegation to the employee's immediate supervisor.
- (b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.
- (c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.
- (d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.
- (e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to the CEO or their designate, including the detailed information outlined above.

31.13 Marine Disaster

(a) An employee covered by this agreement who, while in the employ of the Employer and on employer business, suffers a loss of clothing or personal effects through a marine disaster, which is interpreted for the purposes of this article to mean, "when a vessel suffers some structural damage through shipwreck, fire, or as a result of a violent storm", shall be fully compensated for that loss.

31.14 Electronic Monitoring

(a) Monitoring equipment may be used to protect the safety of employees, and persons in the care of the Employer or to protect the assets or property of the Employer and any assets or property in the care of the Employer;

(b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.

31.15 Misuse of Managerial/Supervisory Authority

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.

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.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

Procedures

(a) If there is an allegation of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employees directly involved. The employees directly involved may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the complainant may refer the matter through the Union in writing to the Employer within 30 days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including:

- the name(s) of individual(s) involved; and
- the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
- names of witnesses; and
- an explanation as to why it should be considered misuse of authority; and
- the remedy sought; and
- an outline of the steps which have been taken to resolve the matter in Article 31.15(a).

These particulars will form the basis of the Employer's consideration and/or investigation and will be those which are placed before the panel should the matter proceed pursuant to Article 31.15(d) The Employer shall provide the respondent with a copy of the complaint.

(c) The Employer or their designate will acknowledge, in writing, receipt of the written statement, including the particulars, and when required, will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of any proposed resolution or other response within 30 days of providing notice to the Employer.

(d) Where the matter is not resolved pursuant to Article 31.15(c), the Union may refer the matter to a joint mediation/arbitration panel within 30 days of receiving the Employer's response or when the response was due. The Panel will be comprised of one member each from the Employer and the Union, and a chairperson who shall be appointed jointly by the parties. By mutual agreement, the parties may appoint two members each to the Panel.

The referral to the panel will include the written statement presented in Article 31.15(b) and the Employer's response.

(e) The panel will review the written statement and the Employer's response. The Panel may make a decision based on these documents or if it determines that there is no basis for the complaint or there are insufficient particulars, the panel will dismiss the case.

Where the Panel determines there is sufficient reason to conduct a hearing, the Panel shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this article.

Hearings shall be conducted so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Panel may:

- (1) make findings of fact;
- (2) decide if, on the facts, misuse of managerial/supervisory authority has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Panel shall be final and binding and consistent with the terms of the collective agreement.

(f) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.

(g) Disciplinary action taken by the Employer which is consistent with the recommendations of the majority of the Panel shall not form the basis of a grievance.

(h) Pending the determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this article will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

31.16 No Painting

All Officers shall have the right to refuse to chip, scale, paint or polish bright work, and shall not be subject to disciplinary action for so refusing.

31.17 Maintenance of Terminal Facilities

With the exception of traffic control duties and emergency situations, deckhands will not be required to perform Terminal Attendant duties when Terminal Attendants are on duty.

31.18 Personal Duties

To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

31.19 Deck Department

A seat (with back) in the wheel house shall be provided.

31.20 Crew Accommodation

All crew accommodation and mess rooms shall be equipped with adequate ventilation and shall meet applicable standards and regulations.

31.21 Washrooms

Where operationally feasible, washroom facilities will be provided for employees that are separate from the facilities provided for the public.

31.22 Lockers

The Employer shall provide sufficient securable lockers for each crew member on the vessel.

31.23 Painting in Inclement Weather

No employee will be unreasonably required to paint or chip weather deck, exterior housework or exposed superstructures in inclement weather or during the hours of darkness. Car decks may be painted during the hours of darkness.

31.24 Request for Reassignment to Another Watch

Regular employees requesting reassignment to another watch on the same ferry route shall make such requests in writing to the Employer including reasons. The Employer shall make every effort to comply with such requests provided a vacancy exists and no cost accrues to the Employer. Reassignments shall be limited to once per twelve month period per employee.

ARTICLE 32 - EMPLOYMENT EQUITY

- (a) The Employer is committed to providing a work environment free of any form of adverse discrimination.
- (b) The parties hereto subscribe to the principles of the Human Rights Code of British Columbia.
- (c) The parties recognize the need to implement an employment equity program in the bargaining unit.
- (d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities within the public service for reasons unrelated to ability to do the job.

(e) Regulations, policies and procedures with respect to recruitment, selection and promotion shall facilitate:

- (1) opportunities for external recruitment and internal advancement to develop a bargaining unit that is representative of the diversity of the people of British Columbia; and
- (2) the long-term career development and advancement of employees.

ARTICLE 33 - SPECIAL EMPLOYMENT PROGRAMS

33.1 Cooperative Education Training Program

The purpose is to establish the salary rate and working conditions for students hired under a Cooperative Education Training Program.

- (a) Employees hired under the Cooperative Education Training Program will be considered auxiliary employees and receive the appropriate benefits as per this agreement.
- (b) The program will be restricted to persons registered in a recognized cooperative education program at a participating post-secondary institution. The length of appointment for students under this article will correspond to the requirements of their academic program.
- (c) Coop education will be considered supernumerary to the established workforce. As such, Article 30.5(d) will apply to these programs.
- (d) No employees hired under this program will be employed where it would result in a layoff or failure to recall a qualified employee.
- (e) Employees hired under this program will be classified and paid in accordance with Appendix 3(c) at Level 2 or 3 as appropriate.
- (f) The standard hours of work for employees under this program will be seven hours per day and 35 hours per week.
- (g) The standard hours of work may be varied by mutual agreement at the local level, consistent with local hours of work agreements, provided that no employee works more than 10 hours in one day and 70 hours in a biweekly period.
- (h) Employees hired under the Cooperative Education Training Program shall be assigned work that augments their field of study.

33.2 Youth Employment Program

The purpose is to establish the salary and working conditions for students hired by the Employer under the youth employment programs, including Environmental Youth Teams.

- (a) Employees hired to carry out the principal duties of a job shall be classified accordingly and paid according to the rate established for that position.
- (b) Employees hired under this program will be classified and paid a biweekly salary in accordance with Appendix 3(d).
- (c) Employees hired under this program will be considered auxiliary employees and receive the appropriate benefits as per this agreement. No student will be hired under this program to perform work previously done by an employee on layoff or for which an employee on layoff has right of recall.

- (d) Article 28, if there is a dispute as to the classification, the dispute shall be referred to the Joint Committee for final resolution.
- (e) The program will be considered a special employment program and Article 30.5(d) will apply.
- (f) The hours of work shall average 35 hours per week and shall be consistent with the hours of work established for the work group to which the employee is assigned.
- (g) The hours of work may be varied by mutual agreement between the Union and the Employer provided that no employee works more than 10 hours in one day or 70 hours in a biweekly period.

ARTICLE 34 - PENSION PLAN

- (a) The Employer agrees to remain a contributing employer to the Public Service Pension Plan which came into effect as of April 14, 2004.
- (b) The Employer further agrees to abide by the Public Service Pension Plan Rules, made under the Public Service Pension Plan Joint Trust Agreement, pursuant to the authority of the Public Sector Pension Plans Act R.S.B.C. 1999, c44, as it applies to the Employer and its qualifying employees.
- (c) Where a difference arises between the parties relating to the interpretation or administration of the Public Service Pension Plan, including any question as to eligibility, the parties agree to present the difference, in writing, to the Pension Corporation for resolution.
- (d) The parties to this agreement concur that the resolution from the Pension Corporation shall be final and binding on both parties.
- (e) When an employee reaches the maximum years of contributory service an amount equal to the Employer's pension plan contribution will be paid to the employee's RRSP. The employee will be responsible for all paperwork required to set up and administer the employee's RRSP and to facilitate the Employer's contributions. An employee may make changes to the RRSP once per year.
- (f) Employees who have previously qualified for the PPSP but are no longer eligible to have pension contributions made to the Plan on their behalf, will have an amount equal to those contributions paid into the employees' RRSP.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Duration

This agreement shall be binding and remain in effect to midnight March 31, 2022.

35.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2022, but in any event not later than midnight, January 31, 2022.
- (b) Where no notice is given by either party prior to January 31, 2022, both parties shall be deemed to have given notice under this article on January 31, 2022, and thereupon Article 35.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices shall be given by the Employer.

35.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 35.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

35.4 Change in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

35.5 Agreement to Continue in Force

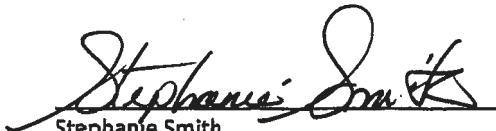
Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

35.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect April 1, 2019.

SIGNED ON BEHALF OF THE UNION:

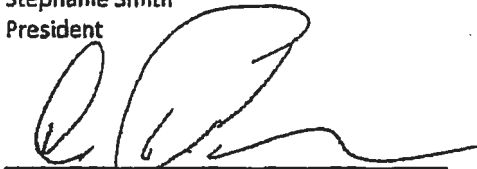
THE EMPLOYER:



Stephanie Smith
President



John Harding
Owner/President



Dave Johnson
Bargaining Committee



Mark Neave
General Manager



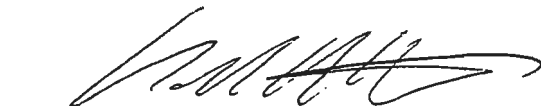
Paul Weeks
Bargaining Committee



Brennan Noth
Bargaining Committee



Tony Corthell
Bargaining Committee



Mike Fenton
Staff Representative

Dated this 15 day of November, 2021.

APPENDIX 1
Classification Series

OPERATIONS SERIES	
Regular Marine Captain	R26
Regular Marine Mate	R19
Auxiliary Marine Mate	R19
Regular Deckhand	R11
Auxiliary Deckhand	R11
ENGINEERING SERIES	
Senior Engineer	R22+
Regular Marine Engineer	R22
Auxiliary Marine Engineer	R22
Regular Oiler	R13
Auxiliary Oiler	R13
**Oilers with ticket (currently Grid 13) will get a Certificate Allowance (same as other Officers as per contract \$18.50 biweekly)	
TERMINAL SERIES	
Terminal Attendant	R7
Auxiliary Terminal Attendant	R7
SHORE STAFF SERIES	
Office Administrator	R15
Auxiliary Office Administrator	R12
Auxiliary Clerk	R9

Should the Employer create a new classification or alter the provisions of an existing classification the Joint Committee as described in Article 29 shall meet to negotiate the classification title and grid range of the new or altered classification.

Effective April 1, 2019

APPENDIX 2
Excluded Classes

The Union hereby agrees to exclude from the bargaining unit:

1. John Harding, Owner
2. General Manager
3. Marine Manager
4. Assistant Marine Manager, Safety & Compliance
5. Office Manager
6. Business Development Manager
7. Human Resources
8. Marine Technical Manager
9. Marine Technician
10. Special Projects Manager

**APPENDIX 3A AND 3B
Salary Grid**

1. As of April 1, 2001, new employees will be placed in Appendix 3A and will utilize all steps of the range within their grid level.
2. Employees on staff March 31, 2001, will be placed in Appendix 3B and will utilize all steps of the range within their grid level.
3. Commencing April 1, 2001, employees in classifications above Grid 12 and who are at or attaining Step 3 of the range as specified in Appendix 3B shall be placed at the identical salary of Appendix 3A at Step 5 on April 1, 2001, or on the date they attained Step 3, whichever is later.
4. Effective April 1, 2001, all substitutions, promotions or reclassifications will utilize Appendix 3A.
5. Employees shall advance to the next higher range within their grid on:
 - (i) for regular employees it shall be the anniversary date of appointment to the position;
 - (ii) for part-time and auxiliary employees, upon completion of 1827 hours of work within the grid.

Effective December 21, 2003, all classifications below Range 13 of Appendix 3 will utilize a 5 step grid as set out in the attached schedule.

1. Employees hired after December 21, 2003 will be placed in Appendix 3A and will utilize all steps of the range within their grid level.
2. Employees in classifications below grid 13, who are on staff as of December 21, 2003, will be placed in Appendix 3B and will utilize all steps of the range within their grid level.
3. Commencing December 21, 2003, employees in classifications below grid 13 and who are at or attaining Step 3 of the range as specified in Appendix 3B shall be placed at the identical salary of Appendix 3A at Step 5 on the date of ratification, or on the date they attain Step 3, whichever is later.
4. Effective December 21, 2003, all substitutions, promotions or reclassification will utilize Appendix 3A.
5. Special Employment Program classifications (e.g., Youth Employment Program) shall maintain the single rate.

April 1, 2019 Increase					
Grid	Step	Annually	Monthly	Bi-Weekly	Hourly
9	1	44,524.00	3,710.33	1,706.60	24.38
9	2	47,007.70	3,917.31	1,801.80	25.74
9	3	50,276.69	4,189.72	1,927.10	27.53
11	1	47,007.70	3,917.31	1,801.80	25.74
11	2	49,619.24	4,134.94	1,901.90	27.17
11	3	53,107.38	4,425.61	2,035.60	29.08
12	1	48,304.34	4,025.36	1,851.50	26.45
12	2	51,025.45	4,252.12	1,955.80	27.94
12	3	54,623.17	4,551.93	2,093.70	29.91

13	1	50,769.78	4,230.81	1,946.00	27.80
13	2	53,655.25	4,471.27	2,056.60	29.38
13	3	57,453.86	4,787.82	2,202.20	31.46
15	1	52,468.19	4,372.35	2,011.10	28.73
15	2	55,536.29	4,628.02	2,128.70	30.41
15	3	59,481.00	4,956.75	2,279.90	32.57
19	1	60,832.42	5,069.37	2,331.70	33.31
19	2	64,411.87	5,367.66	2,468.90	35.27
19	3	69,087.08	5,757.26	2,648.10	37.83
22	1	66,292.91	5,524.41	2,541.00	36.30
22	2	70,274.14	5,856.18	2,693.60	38.48
22	3	75,497.22	6,291.43	2,893.80	41.34
** 22+	1	72,264.75	6,022.06	2,769.90	39.57
** 22+	2	76,592.97	6,382.75	2,935.80	41.94
** 22+	3	82,290.87	6,857.57	3,154.20	45.06
26	1	74,565.83	6,213.82	2,858.10	40.83
26	2	79,204.51	6,600.38	3,035.90	43.37
26	3	85,121.56	7,093.46	3,262.70	46.61

**Senior Engineer rate @ engineer rate + 9%

April 1, 2020 Increase					
Grid	Step	Annually	Monthly	Bi-Weekly	Hourly
9	1	45,418.86	3,784.91	1,740.90	24.87
9	2	47,957.35	3,996.45	1,838.20	26.26
9	3	51,281.13	4,273.43	1,965.60	28.08
11	1	47,957.35	3,996.45	1,838.20	26.26
11	2	50,623.68	4,218.64	1,940.40	27.72
11	3	54,166.60	4,513.88	2,076.20	29.66
12	1	49,272.25	4,106.02	1,888.60	26.98
12	2	52,048.15	4,337.35	1,995.00	28.50
12	3	55,700.66	4,641.72	2,135.00	30.50
13	1	51,847.27	4,320.61	1,987.30	28.39
13	2	54,805.79	4,567.15	2,100.70	30.01
13	3	58,677.44	4,889.79	2,249.10	32.13
15	1	53,527.42	4,460.62	2,051.70	29.31
15	2	56,632.04	4,719.34	2,170.70	31.01
15	3	60,668.06	5,055.67	2,325.40	33.22
19	1	62,220.37	5,185.03	2,384.90	34.07
19	2	65,891.14	5,490.93	2,525.60	36.08
19	3	70,675.91	5,889.66	2,709.00	38.70
22	1	67,826.96	5,652.25	2,599.80	37.14
22	2	71,881.24	5,990.10	2,755.20	39.36
22	3	77,232.15	6,436.01	2,960.30	42.29
** 22+	1	73,926.64	6,160.55	2,833.60	40.48
** 22+	2	78,364.43	6,530.37	3,003.70	42.91
** 22+	3	84,190.17	7,015.85	3,227.00	46.10

26	1	76,282.50	6,356.88	2,923.90	41.77
26	2	81,030.76	6,752.56	3,105.90	44.37
26	3	87,075.65	7,256.30	3,337.60	47.68

**Senior Engineer rate @ engineer rate + 9%

April 1, 2021 Increase					
Grid	Step	Annually	Monthly	Bi-Weekly	Hourly
9	1	46,331.99	3,861.00	1,775.90	25.37
9	2	48,907.00	4,075.58	1,874.60	26.78
9	3	52,303.83	4,358.65	2,004.80	28.64
11	1	48,907.00	4,075.58	1,874.60	26.78
11	2	51,628.12	4,302.34	1,978.90	28.27
11	3	55,262.36	4,605.20	2,118.20	30.26
12	1	50,258.43	4,188.20	1,926.40	27.52
12	2	53,089.12	4,424.09	2,034.90	29.07
12	3	56,814.67	4,734.56	2,177.70	31.11
13	1	52,924.75	4,410.40	2,028.60	28.98
13	2	55,956.33	4,663.03	2,144.80	30.64
13	3	59,901.03	4,991.75	2,296.00	32.80
15	1	54,586.64	4,548.89	2,092.30	29.89
15	2	57,764.32	4,813.69	2,214.10	31.63
15	3	61,873.38	5,156.12	2,371.60	33.88
19	1	65,014.54	5,417.88	2,492.00	35.60
19	2	68,867.93	5,738.99	2,639.70	37.71
19	3	73,853.59	6,154.47	2,830.80	40.44
22	1	70,876.80	5,906.40	2,716.70	38.81
22	2	75,131.97	6,261.00	2,879.80	41.14
22	3	80,720.29	6,726.69	3,094.00	44.20
** 22+	1	77,250.42	6,437.53	2,961.00	42.30
** 22+	2	81,889.09	6,824.09	3,138.80	44.84
** 22+	3	87,988.77	7,332.40	3,372.60	48.18
26	1	79,715.86	6,642.99	3,055.50	43.65
26	2	84,665.00	7,055.42	3,245.20	46.36
26	3	91,002.09	7,583.51	3,488.10	49.83

**Senior Engineer rate @ engineer rate + 9%

April 1, 2022 Increase					
Grid	Step	Annually	Monthly	Bi-Weekly	Hourly
9	1	47,372.95	3,947.75	1,815.80	25.94
9	2	50,002.75	4,166.90	1,916.60	27.38
9	3	53,472.63	4,456.05	2,049.60	29.28
11	1	50,021.01	4,168.42	1,917.30	27.39
11	2	52,796.92	4,399.74	2,023.70	28.91
11	3	56,504.21	4,708.68	2,165.80	30.94
12	1	51,390.70	4,282.56	1,969.80	28.14

12	2	54,276.18	4,523.01	2,080.40	29.72
12	3	58,093.04	4,841.09	2,226.70	31.81
13	1	54,130.08	4,510.84	2,074.80	29.64
13	2	57,216.44	4,768.04	2,193.10	31.33
13	3	61,252.46	5,104.37	2,347.80	33.54
15	1	55,828.49	4,652.37	2,139.90	30.57
15	2	59,079.22	4,923.27	2,264.50	32.35
15	3	63,261.33	5,271.78	2,424.80	34.64
19	1	66,493.80	5,541.15	2,548.70	36.41
19	2	70,420.24	5,868.35	2,699.20	38.56
19	3	75,515.48	6,292.96	2,894.50	41.35
22	1	72,465.64	6,038.80	2,777.60	39.68
22	2	76,812.12	6,401.01	2,944.20	42.06
22	3	82,528.28	6,877.36	3,163.30	45.19
** 22+	1	79,003.62	6,583.63	3,028.20	43.26
** 22+	2	83,733.61	6,977.80	3,209.50	45.85
** 22+	3	89,961.12	7,496.76	3,448.20	49.26
26	1	81,505.58	6,792.13	3,124.10	44.63
26	2	86,582.56	7,215.21	3,318.70	47.41
26	3	93,047.49	7,753.96	3,566.50	50.95

**Senior Engineer rate @ engineer rate + 9%

April 1, 2023 Increase					
Grid	Step	Annually	Monthly	Bi-Weekly	Hourly
9	1	48,432.18	4,036.01	1,856.40	26.52
9	2	51,135.03	4,261.25	1,960.00	28.00
9	3	54,677.95	4,556.50	2,095.80	29.94
11	1	51,135.03	4,261.25	1,960.00	28.00
11	2	53,983.98	4,498.66	2,069.20	29.56
11	3	57,764.32	4,813.69	2,214.10	31.63
12	1	52,541.24	4,378.44	2,013.90	28.77
12	2	55,499.77	4,624.98	2,127.30	30.39
12	3	59,407.95	4,950.66	2,277.10	32.53
13	1	55,335.41	4,611.28	2,121.00	30.30
13	2	58,494.82	4,874.57	2,242.10	32.03
13	3	62,622.15	5,218.51	2,400.30	34.29
15	1	57,070.34	4,755.86	2,187.50	31.25
15	2	60,394.12	5,032.84	2,314.90	33.07
15	3	64,685.81	5,390.48	2,479.40	35.42
19	1	67,991.32	5,665.94	2,606.10	37.23
19	2	71,990.81	5,999.23	2,759.40	39.42
19	3	77,213.89	6,434.49	2,959.60	42.28
22	1	74,109.27	6,175.77	2,840.60	40.58
22	2	78,547.06	6,545.59	3,010.70	43.01
22	3	84,391.06	7,032.59	3,234.70	46.21
** 22+	1	80,775.08	6,731.26	3,096.10	44.23

** 22+	2	85,614.65	7,134.55	3,281.60	46.88
** 22+	3	91,988.26	7,665.69	3,525.90	50.37
26	1	83,350.10	6,945.84	3,194.80	45.64
26	2	88,518.39	7,376.53	3,392.90	48.47
26	3	95,129.41	7,927.45	3,646.30	52.09

**Senior Engineer rate @ engineer rate + 9%

APPENDIX 3C Classification Titles and Grid Ranges

Explanatory Notes:

- Classification titles include reference to grid range assignment through the use of the terminology "R_". For example, Administrative Officer R14 indicates that the applicable grid range for this classification is Range 14.

Classification Title	Grid Range
Clerk R9	9
Auxiliary Office Administrator R12	12
Office Administrator R15	15
Deckhand R11	11
Marine Captain R26	26
Senior Marine Engineer – R22+	22+
Marine Engineer – R22	22
Marine Mate R19	19
Oiler R13	13
Terminal Attendant R7	7

Should in the future the Employer wish to sponsor an apprentice in a recognized Apprenticeship Program, the Joint Committee shall meet to negotiate the apprenticeship terms, conditions and rates of pay for the apprentice.

**APPENDIX 3D
Special Employment Program Rates**

Level	Definition	Grid	Steps Used				
			1	2	3	4	5
1	Youth Employment Program Students enrolled in full-time studies at an accredited educational institution within the past six months at Grade 12 or below	3	—		X		
2	Youth Employment Program Students enrolled in full-time studies at an accredited educational institution within the past six months at a post-secondary level.	3	—		—		12.00
		5	X		—		—
4	Co-op Education Training Program: Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a diploma or Bachelor's degree.	5	—		X		
		6			X		
	Co-op Education Training Program: Employees registered in a recognized cooperative education program at a participating post-secondary institution, who are working towards a	11	X		—		—
		13	—		X		—

APPENDIX 4
Short and Long-Term Disability

Part I – Short-Term Illness and Injury Plan

1.1 Eligibility

- (a) Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$210 or the Employment Insurance maximum weekly sickness benefit, whichever is higher.
- (d)
 - (1) Notwithstanding Article 1.1(a), (b) and (c), where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Article 1.2.
 - (2) Employer and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.
 - (3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in Article 1.1(d) (2).
 - (4) If net take-home pay as calculated in Article 1.1(d) (3) is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.
 - (5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this Plan shall be based on their part-time percentage of full-time employment at date of present appointment.

1.2 Short-Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (short-term plan period).
- (b) The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:
 - (1) Compensatory Time Off (CTO);
 - (2) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
 - (3) Vacation entitlement.
- (c) Application for benefit coverage through our service provider is mandatory.

- (d) If a claim is denied, as a result of the employee failing to follow the application process, the employer reserves the right to claw back any wages paid.
- (e) Appeals must be submitted within the 90-day timeframe.

1.3 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within 15 consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original short-term plan period as defined in Article 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within 15 consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six months of benefits under this Plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working 15 or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six month period of benefits under this Plan, except as provided in Article 1.3(d), where the short-term plan period shall continue to be as defined in Article 1.2(a).
- (d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the short-term plan period shall continue to be as defined in Article 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the short-term plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this Plan, however, not beyond six calendar months from the initial date of absence as defined in Article 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practise in the Province of BC; or
- (b) where necessary, from a medical practitioner licensed to practise in the Province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in Article 1.4(a) or (b),

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six consecutive scheduled days of work;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed 100% of the cost, upon receipt.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

1.5 Integration With Other Disability Income

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the $\frac{1}{4}$ day accumulation that is being used to supplement the Plan, pursuant to Article 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory Act or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with Article 1.1(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) 100% of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

This article does not apply to a war disability pension paid under an Act of the governments of Canada or other commonwealth countries.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;

- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding Article 1.6(g), where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding 30 days;
- (3) maternity leave, parental leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the short-term plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six-month period remaining from the scheduled date of return to work.

- (h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

1.8 Entitlement

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

1.9 EIC Premium

The parties agree that the complete premium reduction from Human Resources and Social Development Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

1.10 Benefits Upon Layoff or Separation

(a) Subject to Article 1.10(b) and (c), regular employees who have completed three months of service and who are receiving benefits pursuant to Article 1.1(c), 1.1(d), 1.2, or Article 30.12 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with Article 1.10(a) for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

The maximum six-month period identified in Appendix 4, Part 1 shall be a maximum seven-month period for auxiliary employees who qualify for benefits.

Part II – Long-Term Disability Plan

2.1 Eligibility

- (a) (1) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six months active service in such a position.
 - (2) Where an employee is converted from auxiliary to regular status, Plan coverage shall commence the earlier of Article 2.1(a)(1), or upon the completion of six months of full-time, unbroken employment from the date the employee qualified for Short-Term Illness and Injury Plan benefits under Article 30.12.
- (b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the Plan is a condition of employment.

2.2 Long-Term Disability Benefit

In the event an employee, while covered under this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including periods approved in Article 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Article 2.6 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
 - (1) 70% of the first \$2,300 of monthly earnings; and
 - (2) 50% of the monthly earnings above \$2,300.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the short-term plan period, or equivalent six-month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first 25 months of disability shall be the day following the last month of the short-term plan period, or an equivalent six-month period.

- (c) The long-term disability benefit payment will be made as long as an employee remains totally disabled in accordance with Article 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.
- (d) An employee in receipt of long-term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will retain the right of access to a rehabilitation committee established there under and will retain seniority rights should they return to employment within six months following cessation of benefits.
- (e) When an employee is in receipt of the benefit described in Article 2.2(b), contributions required for benefit plans in Article 2.2(d) and contributions for superannuation will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in Article 2.2(d) and contributions for superannuation waived by the Employer, except that superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first 25 months of disability except where accommodation has been made which enables an employee to work:

- (1) in their own occupation, or
- (2) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Article 27.8(a) at the employee's basic rate at the date of disability.

After the first 25 months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of their own occupation, whichever is greater.

After the first 25 months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75% of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the employee may earn in combination with benefits from this Plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reach 100% of the employee's earnings at the date of disability but in no event for more than 25 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of Article 2.2(c)(1) apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Article 2.2(a), the provisions of Article 2.3(c)(1) shall not apply until the employee is receiving a benefit under Article 2.2(b).

2.4 Exclusions from Coverage

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this Plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness.

2.5 Pre-Existing Conditions

An employee shall not be entitled to long-term disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90-day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This article does not apply to present employees who have been continuously employed since April 1, 1987.

2.6 Integration With Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by 100% of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory Act or law; and

- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) 100% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 12-month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay subject to the following:

- (1) The amount of Plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share of total claim recovery.
- (2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid.
- (3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This article does not apply to a war disability pension paid under an Act of the governments of Canada or other commonwealth countries.

2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

2.8 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- a. at the end of the month in which the employee reaches their 65th birthday;
- b. on the date of commencement of paid absence prior to retirement;
- c. on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of 18 months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 Benefits Upon Plan Termination

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

2.11 Contributions

The cost of this Plan will be borne by the Employer.

2.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.13 Claims

- (a) Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

(b) (1) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

(2) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the 60-day appeal period in Article 2.13(1) will not commence until the claims-paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the 60-day period, the claim will be deemed to have been denied and the appeal period in Article 2.13(1) shall commence.

(c) The expenses incurred by a claims review committee will be paid by the Plan.

(d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(e) LTD benefits received will be reduced by the same amount of Guaranteed Available Income for Need (GAIN) benefits received for the same period, except where the GAIN benefits received for that period are repaid to GAIN. Where the employee has been deemed eligible for GAIN benefits which exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

2.15 Canadian Currency

All monies payable to or from this Plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of this agreement.

2.17 Implementation by Regulation

The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this collective agreement receive in wage increases.

Part III - Joint Advisory Committee

There shall be a joint advisory committee which shall consist of two representatives appointed by the Employer and two representatives appointed by the Union. The Employer and the Union may each

appoint one alternate committee member. The purpose of the Committee shall be to consider and make recommendations to the bargaining Principals on all matters related to the effective administration of the Short-Term Illness and Injury and Long-Term Disability Plans and to consider and make recommendations to the bargaining Principals on any questions which may arise related to interpretation or application of the wording of Appendix 4. The Committee shall consider and report back on all matters related to the Plans which may be referred to it jointly by the bargaining Principals.

Part IV - Rehabilitation

In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

- (a) For the purpose of this article, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Article 2.3(a) of the Long-Term Disability Plan.
- (b) Where the employee meets the definition in Part IV – Rehabilitation (a), the Employer shall provide the employee with an application for alternative suitable employment. An employee who fails to:
 - (1) sign the application form;
 - (2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process;
 - (3) actively engage in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

(c) The application shall be completed and returned to the Employer who shall within 10 workdays forward the application to the Joint Committee. The Joint Committee members shall be provided with copies of the application.

(d) The Joint Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

- (1) if the application is properly before the Joint Committee;
- (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
- (3) if no to Part IV – Rehabilitation (d)(2) the Joint Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;
- (4) In considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to return the incapacitated employee to work considering the following accommodations:
 - (i) modification of the duties of the employee's job;
 - (ii) flexibility in scheduling hours of work within existing hours of operation;
 - (iii) provision of technical or mechanical aids.
- (5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able

to perform the duties of a gainful occupation, they shall be subject to Article 13-Layoff and Recall of the agreement.

- (e) (1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight weeks, may be referred to the Joint Committee if the employee's physician determines it is medically appropriate to do so.
- (2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Joint Committee while on STIIP. In such cases, Part IV - Rehabilitation (c), and (d) will apply.
- (f) Where an employee has a physical occupational illness or injury, the Employer will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 4.
- (g) Where the Employer has concerns with a recommendation made in accordance with Part IV - Rehabilitation (d)(4), the concern will be reviewed with the Joint Committee.

APPENDIX 6
Biweekly Pay Conversion Schedule Isolation Allowance

Based on \$6.50 per point per month

Points	Biweekly Rate
11	32.89
12	35.88
13	38.87
14	41.86
15	44.85
16	47.84
17	50.83
18	53.82
19	56.80
20	59.79
21	62.78
22	65.77
23	68.76
24	71.75
25	74.74
26	77.73
27	80.72
28	83.71
29	86.70
30	89.69
31	92.68
32	95.67
33	98.66
34	101.65
35	104.64

36	107.63
37	110.62
38	113.61
39	116.60

* Francois Lake Ferry is at point 18 on the Biweekly Pay Conversion Schedule.

INFORMATION APPENDIX I
Re: Advance Payment of Group Life Benefits

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Article 25.4 are as follows:

1. Death must be "*expected*" within 12 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing and should be accompanied by evidence of financial need.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$40,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

MEMORANDUM OF AGREEMENT #1
Job Sharing

Job Share is an arrangement between two employees (partners) who perform the duties of a position previously performed by one full-time employee. Job Share situations are not promotional opportunities; therefore half of a job share cannot be posted or advertised as a promotional opportunity.

Partners in a job share proposal must both be qualified for the position and at the same level, or a higher classification than the position to be shared. The partners are appointed to and paid at the classification level of the shared position.

Job Share arrangements are at the discretion of the excluded manager responsible for the position. Job Share arrangements can be considered where one of the partners proposing the job share already occupies the full-time position under consideration, or where two partners propose to share a vacant position that is at a classification level that is the same or lower than the partners' current positions.

Job Share arrangements may be approved on a trial basis for a three-month period to enable all the parties to assess whether the job share arrangement is suitable.

Initiation of Job Share Arrangements

Job Sharing proposals must be submitted in writing to the excluded manager for approval and must include the following:

- identification of the partners and the position to be shared, including classification levels;
- a written statement signed by both partners requesting part-time employment to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partners;
- a description of how job duties and responsibilities will be shared and workload priorities determined on an ongoing basis;
- a proposal on how extended absences may be covered;
- details on arrangements to communicate necessary information to each other, clients, colleagues and the supervisor; and
- preferred start date and work schedules.

If approved, the job share proposal is confirmed in writing and becomes the job share agreement. The job sharing partners are then appointed as part-time employees and are subject to the applicable policies (e.g. Recruitment, Selection and Appointment, Lateral Transfer and Demotion). Benefits are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the partner works; some benefits are paid in full to both partners.

The appointment letter should address the terms and conditions of employment and the agreed to terms of the job share arrangement. If the Employer intends to increase either partner's hours of work due to operational requirements or as the result of the extended absence of the other partner, it must be stated in the appointment letter.

Acceptance of the appointment must be in writing.

Changes to Job Share Arrangements

Changes to job share arrangements may be initiated by either the Employer or the employee. All changes must be in writing and approved by the responsible excluded manager.

If the appointment letter states that the employee's hours may be increased, this is not meant to be a permanent change in hours unless requested by the employee and approved by the excluded manager, nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion. Partners will give as much notice as possible of an extended absence or change to a job share arrangement so the supervisor can give adequate notice before increasing a partner's hours of work.

Termination of Job Share Arrangements

The job share arrangement may be terminated, in writing, by either the Employer or the employee.

The Employer may terminate a job sharing arrangement for bona fide operational reasons.

If the Employer terminates the job sharing agreement:

- it is the Employer's responsibility to find part-time work for employees who do not wish regular full-time work. This may include a new job share arrangement if there is a suitable vacant position and the supervisor/manager of that position agrees.

If either partner terminates the job share arrangement:

- the remaining partner may request to fill the position full-time;

- the remaining partner may find another job share partner (through solicitation of interest or the Job Share Registry) and develop a new job share proposal for approval by the excluded manager;
- the excluded manager has the option of creating two part-time positions and posting one of them (half a job share cannot be posted as a promotional opportunity). In this case, the manager would not have the ability to increase the remaining part-time employee's hours to cover extended absences without the employee's agreement; and,
- the Employer will endeavour to find a suitable position for the remaining job sharing partner; however; the onus is on the remaining employee to find alternative employment.

MEMORANDUM OF AGREEMENT #2 Work Schedules

Pursuant to Article 14.2 the following provisions shall apply:

- (a) Work schedules shall be on a 12-month basis.
- (b) The length of the scheduled shift and the shift pattern may vary within the year to meet operational requirements.
- (c)
 - (1) Where the length of the scheduled shift and/or shift pattern vary during the year, the Scheduled Surplus Differential (SSD) shall be determined for each shift according to the shift length and shift pattern worked as set out in Article 14.2.
 - (2) Annual scheduled time off (ASTO) shall be scheduled on an annual basis, taking into account expected annual variation in the length of scheduled shift.
 - (3) The length of scheduled shift used in calculating the SSD shall be the average of the scheduled day, afternoon and night shifts.
 - (4) The SSD shall be based on the employee's basic and substitution pay and paid biweekly. Any necessary adjustments shall be calculated once per year with December 31 as the cutoff date.
 - (5) Employees on educational leave or in receipt of Short-Term Illness and Injury Plan benefits for a period in excess of one complete shift pattern or its equivalent shall not be entitled to SSD.
 - (6) Adjustments to SSD payments will be made twice per year based on the difference between SSD paid and SSD due for actual hours worked for regulars who are employed on ASTO relief.
- (d) Where unexpected changes in the length of the scheduled shift within the year require adjustment to be made to the ASTO entitlement, such adjustment shall be made once per year with extra credits being compensated for in cash and debits being forgiven.
- (e) On the 2:1 pattern, the minimum scheduled shift shall be seven hours, the maximum scheduled shift shall be nine and one-half hours. The minimum average scheduled shift shall be seven and one-half hours.
- (f) Where employees are required to remain on the vessel or at the terminal during the meal period, the meal period shall be included in the scheduled shift.

- (g) (1) ASTO shall be calculated and scheduled on a calendar year basis and except as provided in (2) scheduled on a seniority-based employee preference scheme. No employee shall exercise their seniority for more than one continuous period of ASTO per year.
- (2) Where the Employer can demonstrate that the ASTO scheduled on a yearly basis does not meet the requirements of (1), the following scheduling system shall be utilized:
- (i) Each employee shall indicate on the incomplete block time off schedule, at least eight weeks prior to the start of the scheduling period, their preference.
 - (ii) Where more than one employee of the same classification has scheduled ASTO at the same time and cannot resolve it between them, the senior employee may exercise their seniority rights.
 - (iii) No employee will be permitted to exercise their seniority in more than one block per year and more than once in that block.
 - (iv) The Employer reserves the right to schedule ASTO on a reverse seniority basis where no employee chooses ASTO pursuant to this article.
 - (v) No employee will be forced to take more than one-half of their ASTO entitlement in any one block.
 - (vi) The number of blocks will be decided by mutual agreement at the local level. There will be a minimum of two blocks and a maximum of four blocks.
- (3) No more than one employee from each department (Deck, Engineering, etc.) shall be scheduled off at any one time other than by mutual agreement or when operational requirements permit. Every attempt will be made to accommodate the employee's ASTO choice.
- (4) An employee may advise the Employer in writing once a year that they wish to take additional shift blocks of annual surplus time off. Such election shall be made before November 30. This additional time off shall be debited against the Annual Excess Days Worked (AEDW). Where this option is exercised by an employee, the SSD shall be revised on the basis of the remaining AEDW, if any.
- (5) (i) Incomplete block time off schedules shall be circulated at least eight weeks prior to the commencement of each scheduling period.
- (ii) Completed block time off schedules shall be posted at least four weeks prior to the commencement of each scheduling period.
- (6) An employee who voluntarily transfers to another work location where the ASTO schedule has already been completed shall not be entitled to exercise their seniority rights with respect to that ASTO schedule in that block. However, every effort will be made to grant ASTO at the time of the transferred employee's choice. Notwithstanding (i), the transferred employee will be able to take all their ASTO in the calendar year.
- (h) Overtime compensation may be taken in cash or compensatory time off.
- (1) Compensatory time may be taken by single shifts
 - (2) Vacation entitlement not accounted for in SSD may be added to compensatory time off and taken as per (g) (1).
 - (3) (g)(1) plus (2) shall not exceed 15 shifts per year except by mutual agreement.

- (4) Time not taken under (1) and (2) above shall be paid in cash or accounted for under (i).
- (5) The employee may opt to be paid their outstanding balance in cash.
- (i) The accumulation of all time (including ASTO vacation not accounted for in Table "A" of Marine Work Schedules, and compensatory time off) that an employee may wish to carry over from one calendar year to the next calendar year may not exceed 15 days. This time can be combined with other time off in the next calendar year and may be taken off in two-shift patterns where the shift pattern is ten shifts or more. Where the shift pattern is less than 10 shifts, such time will be taken in a complete shift pattern.
- (j) (1) Auxiliary employees will work shifts as required within the month.
- (2) Define "*watch month*" for auxiliary employees as whichever of 27, 28 or 30 days is a multiple of the watch periods, i.e. for a 10:5 watch period - watch month is 30 days; for a 6:3 watch period - watch month is 27 days.
- (3) Auxiliary employees will be paid overtime rates for all hours worked in excess of scheduled hours for the shift on which they work.
- (4) Auxiliary employees will be paid overtime rates for all scheduled hours worked in excess of 140 hours in the averaging period defined in (2) above.
- (5) Auxiliary employees who work more than 1827 hours at straight-time rates in a calendar year shall be paid the applicable overtime rates for all hours worked in excess of the 1827 hours.
- (6) Auxiliary employees who complete a full shift pattern are entitled to the rest period appropriate to the particular shift pattern pursuant to Article 14.2. Work performed on such rest days will be considered overtime pursuant to Article 16.6(a)(3).
- (7) Employees who work less than a complete shift pattern but who work the maximum number of consecutive shifts required on a regular shift pattern at the job site may, subject to the availability of relief personnel, opt for days of rest equal in number to the rest days provided on the shift pattern on which the employee worked the majority of their consecutive shifts.
- (8) Auxiliary employees do not qualify for recall pursuant to Article 30.5 during their days of rest.
- (k) Start time shall be defined as being that time which an employee is required to report for work.
- (l) There shall be no split shifts.
- (m) The Employer will make every effort not to revoke scheduled time off, and where it is necessary to do so, a written explanation shall be given.
- (n) ETO will be prorated after an employee is absent due to unpaid leave or illness for more than 70 hours in a calendar month.

MEMORANDUM OF AGREEMENT #3
Additional Vacation Day

Effective the 2010 vacation year, regular employees will receive one additional vacation day. Auxiliary employees will be paid .4% in lieu of the additional vacation day.

MEMORANDUM OF UNDERSTANDING #1
Stewards at Step 2 of the Grievance Procedure

The parties agree to the following provisions concerning the number of stewards, their jurisdiction and mandate at Step 2 of the grievance procedure:

1. The Union is entitled to at least one steward per worksite to represent employees at Step 2 of the grievance procedure. The parties may agree to additional stewards in large worksites or worksites with shift operations.
2. In the absence of a steward, another steward at the worksite will represent the employee at Step 2.
3. Where there is no steward at the worksite, another steward within the bargaining unit will represent the employee at Step 2.
4. Where the steward within the bargaining unit is outside of the grievor's geographic headquarters, another steward may be used. It is understood that the use of this provision will be limited as much as possible and that any problems related to the administration of this provision will be referred to the Joint Committee for resolution.
5. The mandate of the steward at Step 2 is to:
 - (a) Present the grievance at Step 2.
 - (b) Conduct the Step 2 meeting with the Step 2 designate. Where it is not feasible for the steward and Step 2 designate to meet personally, the Step 2 meeting may be conducted by phone.
 - (c) Attempt to conclude the grievance at Step 2. It is understood that settlements reached in this process are without prejudice to the positions of either party respecting the issue in dispute.
6. When a steward is required to leave their worksite to present grievances at Step 2, permission to leave their work shall be obtained as required by Article 2.6(c).
7. Nothing in this memorandum is meant to prevent or discourage the settlement of grievances at Step 1 of the grievance procedure.

MEMORANDUM OF UNDERSTANDING #2
Board and Lodging and Relocation Expenses

Definitions

For the purpose of these regulations:

"*stationary employees*" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

"*local hire*" is a person who is hired or is domiciled within 80 kilometres of the job site by means of the shortest road route;

"*travel status*" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on employer business with the approval of the Employer;

"*headquarters or geographic location*" is that area within a radius of 32 kilometres where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

"*dependants*" for the purpose of definition, dependants are spouse, dependent children and anyone for whom the employee claims exemption on federal Income Tax returns;

"*private dwelling house*" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "*House*", "*residence*" and "*property*" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes.

"*reasonable amount of property*" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "*reasonable amount*" (i.e., hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

Part I - Board and Lodging Regulations

1.1 Board and Lodging Allowances

(a) Local Hire:

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the persons to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) Employees at Their Headquarters:

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence.

(c) Travel Status:

Employees who are required to travel away from their permanent headquarters shall be entitled to the following:

- (1) meal allowances as outlined in Article 27.10; and
- (2) single accommodation reimbursement; and
- (3) where private accommodation is used they will be entitled to \$40 per night; and
- (4) \$5 incidental for every night away from home; or
- (5) the employee may opt for per diem living allowance in (d) below.

Employees shall be provided with, upon request, an adequate travel allowance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

(d) Per Diem Living Allowance:

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

(1) Where employees would otherwise be entitled to travel status under Part 1.1(c), employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will be \$40.50 per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short-term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this article, the per diem allowances will not be payable during the following periods:

- (i) non-approved unpaid absences from the job including abutting weekends;
- (ii) unpaid WCB leave and unpaid absence due to illness or injury in excess of five days, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or 20 days, whichever is the lesser;
- (iii) while on educational leave with or without pay;
- (iv) termination pay for vacation and pre-retirement leave upon retirement;
- (vi) while employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that 50% of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, 50% of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld:

- (i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;
- (ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day off the job, and will end the

day before the employee's return to work;

(iii) where employees are on leave with pay for union business;

(iv) where employees are in receipt of STIIP in excess of five consecutive days, on approved WCB leave with pay in excess of five consecutive days or on other approved leaves of absence with or without pay for periods in excess of five consecutive days.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this article, then no per diem allowance is payable.

(6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.

(7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one vehicle, and/or household effects.

1.3 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

1.4 Permanent Camp

Where a "stationary" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be \$230 per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be \$70 per month or \$2.35 per day. Where board only is supplied, the rate will be \$156 per month, or \$5.20 per day, or \$1.75 per meal. This regulation, however, will not alter any existing arrangements whereby the employee bids on a posted

competition with the proviso that free board and lodging would be supplied at the permanent headquarters. The Camp will have basic amenities, including internet access and updated mattresses.

Part II - Relocation Expenses

2.1 Policy

(a) Relocation expenses will apply:

(1) to regular employees and to auxiliary employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location;

(2) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

(b) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

(a) Initial Trip to Seek New Accommodation

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) Travelling Expenses Moving to New Location

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependants, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation.

Meals: Adults - full rate
 Children 12 and under - one-half rate
 Motel or Hotel - on production of receipts

Private lodging: at old or new location - current rate

(c) Where dependants of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Part 2.3, the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven days.

2.3 Living Expenses Upon Relocation at New Location

After the first seven days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) the Employer shall pay an employee not accompanied by dependants at the new location, a living allowance of \$20 per day up to a maximum of 30 days; or
- (b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of \$25 per day up to maximum of 60 days;
- (c) where an employee is receiving the payment in Part 2.3(a) and is later joined by their dependants at the new location and the employee is still eligible for payment under this article, the payment shall be as in Part 2.3(b). However, the maximum period of payment under Part 2.3(a) and (b) shall not exceed 60 days.

2.4 Moving of Household Effects and Chattels

On relocation, the Employer shall arrange and pay for the following:

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$50,000;
- (c) where necessary, insured storage up to two months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) \$450 for a move not exceeding a distance of 240 kilometres;
 - (2) \$750 for a move which exceeds a distance of 240 kilometres;
 - (3) \$200 where the employee is entitled to receive the amount pursuant to Part 2.7(d).
- (f) where the employee exercises an option pursuant to Part 2.4(e) then the provisions of Part 2.4(a) and (d) shall not apply.

2.5 Moving of Mobile Homes

- (a) On relocation, to areas where permanent housing is not available, an employee who owns a mobile home may opt to have their mobile home moved by the Employer.
- (b) Where an employee's mobile home is moved by the Employer under this article then the Employer shall also arrange and pay for the following:
 - (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
 - (i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or
 - (ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$4,000;
 - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$50,000;

(3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of \$500 upon production of receipts;

(4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee is living in a mobile home and is not included in Part 2.5(a), and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in Part 2.5(b) up to a maximum of \$2,000 upon production of receipts.

(d) Where the employee opts under this article to have a mobile home moved, there shall be no entitlement to the provisions of Parts 2.4 and 2.10.

2.6 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one personal vehicle and one trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

2.7 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location - \$550;
- (b) when the employee is moving to rental accommodation in the new location - \$250;
- (c) when an employee is moving with a mobile home - \$175;
- (d) when the employee is moving to room and board - \$125.

The application for incidental expenses on relocation must be made by the employee on the appropriate form within 60 days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within 60 days of suitable housing becoming available.

2.8 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one month's notice shall be given. Where less than one month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

2.9 Requested Relocation by Employee

Where an employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

2.10 Real Estate and Legal Fees

On relocation or within one year of the effective date of relocation, an employee who purchases and/or sells their private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of \$7,500, charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim \$1,000.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
 - 1% of the first \$40,000 of the purchase price;
 - one-half of 1% of any amount of the purchase price above \$40,000;
 - the total cost to the Employer under Part 2.10(c) shall not exceed \$900.
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in Part 2.10(c). In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either Part 2.10(c) or (d), not both.

Part III

Where a regular employee is required to relocate:

- (a) as a result of the Employer moving its operation from one geographic location to another;
- (b) as a result of accepting a placement pursuant to Article 13, provided the employee is in receipt of layoff notice;

the employee will be entitled to the following reimbursements in addition to the provisions of MOU #2 Part II, upon production of receipts:

- (a) real estate commission fees not to exceed \$15,000. Where a claim is made under this article, there shall be no entitlement to MOU #2 Part II, 2.10(a);
- (b) except where the terms of the employee's mortgage allow the employee to transfer the mortgage to a new residence without penalty, the mortgage discharge fee not to exceed \$100 and mortgage pre-payment penalty, if any;
- (c) survey certificate fee as required for the acquisition of a mortgage/purchase of a private dwelling at the new location;
- (d) interim financing fees and/or interest charges incurred for the purchase of the private dwelling house in the new location for a maximum period of 60 days. The employee shall provide the necessary documentation to demonstrate that such interim financing arrangements were incurred and/or duplicate mortgage payments have been made.

Part III does not apply where the employee's private dwelling in which they resided immediately prior to relocation is not sold.

MEMORANDUM OF UNDERSTANDING #3
Effective Use of Human Resources

In order to achieve the most effective use of human resources and to ensure that a well trained professional workforce is retained, employee development and opportunities for advancement form an integral part of human resources management within the bargaining unit.

In this regard, the Joint Committee will advise on, identify and make recommendations concerning:

- (a) positions that normally form career paths for existing employees;
- (b) positions which lend themselves to on-the-job training, internship and employee development opportunities;
- (c) positions which are normally entry level positions into the bargaining unit;
- (d) approaches to enhance greater commitment, coordination and standards for training and employee development programs.
- (e) Funding available from federal or provincial job training programs.

MEMORANDUM OF UNDERSTANDING #4
Union/Management Joint Training

In keeping with the intent of building constructive union-management relations the parties agree to a one-day training program to be delivered to both steward and manager Step 2 designates.

The purpose of this training program is to develop an:

- appreciation of the other party's rights, roles and responsibilities in the workplace;
- understanding and application of the principles of problem solving;
- understanding and applying the basic principles of labour relations;
- understanding and applying basic elements of effective communication.

The training shall be carried out jointly, at the local level, by teams of qualified union and employer representatives. Instructors shall receive appropriate training as agreed to by the parties.

Once the number of instructors has been established by the parties, union instructors shall be selected by the Union.

Union and management instructors who are members of the bargaining unit attending or delivering the training, including necessary travel time, will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

Stewards who attend training will be on leave of absence without loss of wages and benefits and shall be reimbursed for expenses by the Union.

**MEMORANDUM OF UNDERSTANDING #5
Priority Placement and Employment Equity**

The parties support the recruitment and development of a well-qualified and efficient workforce that is representative of the diversity of the people of British Columbia and the training and development of employees to foster career development and advancement.

The parties will cooperate in the identification and removal of barriers which restrict or inhibit people from being employed, advanced or trained in the bargaining unit.

Some examples of typical barriers are:

- discriminatory attitudes or behaviour such as bias, stereotyping and harassment by co-workers, supervisors and managers;
- failure to appreciate cultural differences because of a lack of familiarity with the cultural values of the designated groups or the group's lack of familiarity with the cultural values of a workforce;
- lack of information about opportunities for employment, training, special projects or promotions, etc.;
- physical barriers such as workplaces, facilities, jobs and tools that may need to be adapted for use by individuals from the designated groups;
- systemic barriers such as employment policies, practices and systems which have an adverse impact on designated groups. An example of a systemic barrier is a qualification statement requiring years of experience rather than specifying the type and depth of experience that is needed.

In order to meet the above objectives and to redress existing employment imbalances and disadvantages the Employer may use remedial measures such as:

- providing career counselling, mentorship programs, internship training opportunities or other developmental opportunities to employees;
- outreach recruitment encouraging members of designated groups to apply for jobs in the bargaining unit, providing them with information on employment opportunities, how to apply for positions, how to prepare for interviews, etc.

Where the application of remedial measures outlined above do not meet the objectives, the Employer or their designate may, after consulting with the President of the B.C. Government and Service Employees' Union or their designate, in respect to a vacancy or class of vacancies in the bargaining unit, identify that applicants to a posting be:

- (a) limited to employees covered by Article 13;
- (b) limited to employees to encourage career development and advancement;
- (c) limited to employees of a stated occupational group, position level or organizational unit;
- (d) limited to employees in a stated geographical area or locale.

Where the application of remedial measures outlined above do not meet the objectives, the Employer, or their designate, and the President of the B.C. Government and Service Employees' Union or their designate may mutually agree to limit or give preference in a manner intended to achieve employment equity objectives.

MEMORANDUM OF UNDERSTANDING #6
Re: Modified Successorship Agreement

WHEREAS the Employer has an inland marine contract with the Province of British Columbia to provide ferry services on Francois Lake, and

WHEREAS the Employer and the Union are, or hereby agree to become, parties to a collective agreement(s) covering inland marine work, and

WHEREAS the Union and the Employer seek to clarify the representative obligations of the Union, the Employer, and Predecessor Contractor(s) (the previous employer(s) holding the inland marine contract for Francois Lake; therefore the parties agree as follows:

1. The Employer agrees that it is the successor employer, as defined in this memorandum of agreement for the inland marine contract where the Predecessor Contractor, at the time of termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the *Labour Relations Code* of British Columbia with the Union.
2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this agreement, or such other date as the parties may agree, to be bound by the terms and conditions of the collective agreement, except where amended by this memorandum of agreement, that the Predecessor Contractor had with the Union.
3. Following award of the inland marine contract, all bargaining unit employees of the Predecessor Contractor shall become employees of the Employer. All of the rights of the employees under the collective agreement, including seniority and entitlement to benefits, will continue. The employee files of the Predecessor Contractor will become the employee files of the Employer. Apprenticeship indenture contracts of employees with the Predecessor Contractor will be assumed by the Employer.
4. Employees on any leaves of absence under the collective agreement at the time the Employer takes over an inland marine contract will be entitled to remain on leave of absence with the Employer for the time remaining for such leave under the collective agreement, subject to any requirements under the collective agreement governing the leave.
5. The Employer has no obligation to pay severance pay under the collective agreement to any of the employees of the Predecessor Contractor where entitlement is earned solely due to the termination of the Predecessor Contractor's Maintenance Agreement with the Province of British Columbia.
6. The Employer is not liable for any monies or benefits earned but not received by the employees of the Predecessor Contractors while the employees were employed by the Predecessor Contractor.
7. The Employer is responsible for all wages and other earnings (including CTO) earned by its employees while employed by the Employer, and if an inland marine contract is not renewed, the Employer must pay out all earned wages and benefits to its employees within 15 days of the cessation of their employment.
8. With respect to inland marine contracts between the Employer and the government that are not renewed, the Employer will be responsible for all grievances that pertain to issues or matters that arise as a result of the Employer performing the inland marine contracts, and such grievances will be resolved through expedited mediation/arbitration or by direct agreement before the termination of the inland marine contract, unless otherwise agreed by the parties.
9. Where the Employer and the Union have been unable to conclude all outstanding grievances 60 days before the termination of the inland marine contract, the Province of British Columbia shall be advised

of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the parties to the Province of British Columbia. Failing mutual agreement on the monetary value of each outstanding grievance, the arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of the outstanding grievance(s). If no arbitrator has been appointed by the parties, this matter shall be referred to a Settlement Officer pursuant to Section 87 of the *Labour Relations Code* for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.

The Province of British Columbia shall withhold an amount equal to 10% from the final inland marine contract payment to address outstanding issues arising from this provision, unless the Union and Employer or Arbitrator, in the case of a dispute, have advised the Province of British Columbia in writing of the proper amount to be held back. The monies withheld by the Province of British Columbia shall be deposited into a trust account to be administered by the BCGEU by (APPROPRIATE DATE). The funds shall be dispersed in accordance with the grievance resolutions reached between the parties or by an appointed arbitrator. Disbursement of funds shall occur within 14 days of concluding the outstanding grievances. All outstanding grievances are to be resolved by the mutual agreement of the parties or by arbitration within 30 days of the expiry of inland marine contract.

10. None of the employees of the Employer will have any entitlement to severance pay under the collective agreement if their employment is terminated as a result of the current inland marine contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor employer by the Labour Relations Board or through a memorandum of agreement on modified successorship that is consistent with this agreement, and signed by the new Contractor and the Union or the inland marine contract is returned to direct government service. However, the severance pay provisions for Francois Lake shall be governed exclusively by the terms of the collective agreement – BCGEU and WaterBridge Equipment Services (Francois Lake).
11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the inland Marine contract. The Employer and the Union agree that the provisions and principles contained within the memorandum of agreement shall apply to any other inland marine area(s) for which the Union is certified and/or has a collective agreement that the Employer currently holds with, or may obtain in the future, from the government for inland marine services. The Employer and the Union shall sign and implement a separate memorandum of agreement for each inland marine area currently held or obtained in the future, for which the Union is certified and/or has a collective agreement. This does not prevent an employee(s) from exercising any rights provided under the *Labour Relations Code* or future labour legislation.
12. The new employer, as a condition of retendering process, is bound by the tender and shall make application to the Public Service Pension Plan. The predecessor employer shall advise the new employer of this mandate.

MEMORANDUM OF UNDERSTANDING #7
Re: Illness and Injury Prevention

The parties share a desire to minimize health risks and improve absenteeism rates due to illness and injury and agree to jointly explore programs and processes to obtain that goal. Therefore the Joint Committee established pursuant to Appendix 4, Part III, shall:

- (a) review and make recommendations where implementation of a program may be reasonably expected to have a positive impact on employee health and absenteeism rates; and
- (b) review and make recommendations regarding establishment or modification of musculo-skeletal injury prevention programs in areas where the incidence of such injury warrants further prevention activity.
- (c) review and make recommendations on an earlier and consistently applied adjudication of benefits during the STIIP period by the LTD benefit carrier under a mutually agreed plan.

The Joint Advisory Committee shall consult with the Joint Occupational Health and Safety Committee.

**MEMORANDUM OF UNDERSTANDING #8
Regular Part-Time Employees**

The parties acknowledge that as a general principle regular part-time employees should have access to continuous full-time employment prior to auxiliary employees.

**MEMORANDUM OF UNDERSTANDING #9
Regarding the Application of Articles 13 & Article 19**

Regular employees who have opted for auxiliary recall and who are unable to work on recall or during the recall period due to illness or injury will be covered by Appendix 4 Part 1 STIIP, provided:

1. they meet all the conditions of the Plan, and
2. no other employee aside from the regular incumbent is in receipt of STIIP in respect of that work.

Notwithstanding Appendix 4, the extent of the STIIP benefit only covers the period of lost work opportunity.

**MEMORANDUM OF UNDERSTANDING #10
Regarding Scheduling of Earned Time Off and Vacation on Layoff**

Auxiliary employees who have earned time off (ETO) will have their earned time off scheduled as time off commencing at the effective date of layoff.

Auxiliary employees may, on request, also schedule earned vacation credit commencing at the effective date of layoff.

The auxiliary employee will not be subject to recall during the period of the scheduled earned time off or vacation.

Employees on scheduled ETO or vacation past the effective date of layoff will not be grounds for a claim from another employee that he or she has been laid off out of order of seniority or that the employee had not been recalled in order of seniority.

MEMORANDUM OF UNDERSTANDING #11
Regarding Gainsharing

The parties acknowledge that suggestions for gain sharing improvements may arise or be negotiated at any time during the life of this agreement to provide additional (one-time, or ongoing) payments. Where such initiatives are identified, the bargaining Principals will meet to review the proposal and consider whether it should be included within the scope of this memorandum.

MEMORANDUM OF UNDERSTANDING #12
Time Banks

The Union and the Employer agree, except as provided in Appendix 4, Part1, Clause 1.2(b), that an employee's time bank can be accessed in any order as long as at the end of the calendar year the employee has taken the time in his/her time banks that is required to be taken within the calendar year and that the employee does not exceed his/her allowable carryover. Notwithstanding any provisions contained in this collective agreement employees will be entitled to take time off by single shifts provided there is no additional cost to the Employer. Time required to be taken off within the calendar year is as follows:

- a. Earned Time OFF – ETO hours determined according to shift patterns as contained Article 14.
- b. Lieu – 84 hours.
- c. Annual Vacation – 105 hours except as provided in Article 18, Clause 18.8 – Vacation Carryover.

MEMORANDUM OF UNDERSTANDING #13
Classification Review

As soon as possible following ratification the Labour/Management Committee will meet to review the current classifications and corresponding rates of pay. If any classification is placed incorrectly the necessary grid level adjustment will be made effective April 2, 2014. There will be no downward reclassification as a result of this review.

MEMORANDUM OF UNDERSTANDING #14
Successorship Training Commitment

The Employer agrees to develop a training matrix, which will establish a minimum training threshold for the entire operation. The matrix will map out expected staff departures over the term of the current service contract and ensure that trained replacements are available prior to those departures. The thresholds will be exclusive of any retirees who may be available to the operation. The thresholds will include appropriate consideration for anticipated relief requirements. This would include all annual leaves, training leaves and average absences due to illness and injury.

The Employer agrees to present the plan at the Joint Labour Management Meeting twice annually.

The Parties agree that in the event there is a need to hire externally due to a lack of trained personnel or an unwillingness of existing personnel to achieve the necessary certifications, the Parties will meet to reach agreement on the terms and conditions of either a temporary or fulltime external hire.

LETTER OF UNDERSTANDING #1
Supplemental Employment Benefit Plan

A. Supplemental Employment Benefit Plan - Maternity Leave

1. The objective of the Supplemental Employment Benefit (SEB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to BCGEU agreement Article 21.1.
2. The maximum number of weeks for which SEB Plan benefits are payable is 17 weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Employment Benefit Plan is received from Human Resources and Social Development to the date of expiration of this agreement.
4. Employees do not have a right to SEB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Human Resources and Social Development of any changes in the plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

B. Supplemental Employment Benefit Plan - Parental Leave

1. The objective of the Supplemental Employment Benefit (SEB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to BCGEU agreement Article 21.2.
2. The maximum number of weeks for which SEB Plan benefits are payable is 62 weeks.
3. The duration of the Plan will be from the date one month after the date compliance authorization for the Supplemental Employment Benefit Plan is received from Human Resources and Social Development to the date of expiration of this agreement.
4. Employees do not have a right to SEB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Human Resources and Social Development of any changes in the Plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

LETTER OF UNDERSTANDING #2
Regarding Auxiliary Employees – STIIP

Subject to the eligibility requirements of Article 30.12, auxiliary employees will continue to be covered by the provisions of Appendix 4, Part I as outlined in this agreement.

**LETTER OR UNDERSTANDING #3
Education Fund**

The Employer agrees to put \$18,000 into the Education Fund on January 1st of each year. Application will be accepted or denied by the Joint Committee within 14 days. If an application is denied the employee will be advised of the reasons in writing. Any unused portion will carry forward to the next year.

**LETTER OF UNDERSTANDING #4
7 X 7 Shift Pattern**

For the purpose of this agreement and notwithstanding to the existing Table 'A' Schedule. The following shall be applied to the Francois Lake Operations.

Employees will work 9.0 hours per day and be compensated at 9.5 hours per day.

Training Courses will be paid at straight-time rates.

Employees shall make every effort to schedule all medical/dental appointments on days off.

**LETTER OF UNDERSTANDING #5
Administrative Services Recognition Day**

Administrative Services Recognition Day is the Wednesday of the last full week of April each year.

**LETTER OF UNDERSTANDING #5
General Wage Increase for Years 4 & 5**

It is hereby agreed by both parties that wage increases for the April 1, 2022 and April 1, 2023 contract years will be 2.25%. It is further agreed that the following items will not be raised during the bargaining for those years:

- (1) Article 15.1 – Shift Premiums
- (2) Article 27.13 – Certificate Allowance
- (3) Article 27.16 – Dirty and Heat Money
- (4) Article 27.22 – Retirement Allowance & Pre-Retirement Leave
- (5) Table A Shift Pattern