

# AGREEMENT

Between the



**BC FERRY AND MARINE  
WORKERS' UNION**

and

 **BC Ferries**

**BRITISH COLUMBIA  
FERRY SERVICES INC.**

**November 1, 2003 to October 31, 2015**



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***NOTE: Throughout this contract, the symbol \*\* denotes a change from the previous Collective Agreement.***

# ARTICLE 1 - PREAMBLE AND DEFINITIONS

## 1.01 - Purpose of Agreement

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Company, the employees, and the Union; to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement; and to ensure all reasonable measures are provided for the safety and occupational health of the employees, as set forth in appropriate statutes; and to safeguard the ability of the Company to provide efficient service to the traveling public.

## 1.02 - Definitions

**Active Service** means days worked by an employee and days on which an employee is absent but is in receipt of pay.

**Apprentice** means a regular employee in training for a provincially approved trades qualification.

**Basic Pay** means the rate of pay shown in Appendix "C" as "basic monthly".

**Call-back** is in force where an employee has left his/her work location at the end of his/her regularly scheduled shift, and before the start of his/her next regularly scheduled shift is called back to work. However, where an employee is advised that s/he shall be required to work a full shift on a future day that is not a scheduled work day, a "call-back" is not in effect and overtime conditions shall apply.

**Company** means British Columbia Ferry Services Inc.

**Child** is deemed to include a ward of the Superintendent of Child Welfare (i.e. foster child). For the purposes of clause 26.02(a) 8 and 26.03, 'child' means a person under the age of 19 or an adult who is physically and/or mentally handicapped and dependent on his/her parents.

**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 his/her position. This does not include employees on a leave of absence.

**Demotion** means a change from an employee's position to one with a lower basic pay.

**Double-time** means twice the straight-time rate.

**Double-time and one-half** means two and one-half times the straight-time rate.

**Employee** means a member of the bargaining unit.

**Holiday** means the 24 hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.

**Intra-terminal transfer** is one which involves no change of location or classification.

**Lateral transfer** refers to the movement of an employee from one location to another which does not constitute a demotion or promotion.

**Overtime** means work performed by an employee in excess or outside of standard work hours as outlined in this Agreement under hours of work.

**Promotion** means a change from an employee's position to one with a higher basic pay.

**Regular employee** means an employee who is appointed to a position that is not a temporary position.

**Regular Part-time employee** means a regular employee who works less than full time.

**Regular pay** means basic pay plus isolation allowance, OFA allowance and certificate allowance.

**Rest period** is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or rest.

**Shift schedule** is a pattern of days on and days off.

**Spouse** includes a common-law spouse, where the employee and common-law spouse have cohabited for at

least 12 consecutive months or less than 12 months where the employee has contributed significantly to the support of the children of the common-law spouse. Spouse includes same sex partner.

***Straight-time rate*** means the hourly rate of remuneration.

***Technological change*** means: (a) the introduction by the Company of equipment or material of a different nature or kind from that previously utilized; or (b) a change in the manner in which the Company carries on its work that is directly related to the introduction of that equipment or material.

***Term certain position*** means a position created for a limited duration with a specific start and finish date. Term certain positions shall not be extended by the Company on more than one occasion, or exceed eighteen (18) months in duration, without the consent of the Union, which consent shall not be unreasonably withheld.

***Travel status*** means absence of the employee from the employee's regular point of assembly on Company business with the approval of the Company.

***Union*** means the B.C. Ferry and Marine Workers' Union.

***Work day*** is a period of 24 consecutive hours commencing with the starting time of any shift. For the purposes of calculating compensatory overtime rates only, the time worked prior to, but adjoining a shift, shall be deemed as time worked after a shift.

***Work unit*** for the purposes of substitution and vacation scheduling, shall be defined as follows:

- (a) Head Office - The following shall constitute separate work units:
  1. All clerical staff of the Payroll Department;
  2. All clerical staff of the Revenue Department;
  3. All clerical staff of the Finance Operations;

4. All clerical staff of the Accounts Payable Department;
  5. All clerical staff of the Market and Retail Services Group, except the Reservation Centre;
  6. All clerical staff of the Reservation Centre;
  7. All data entry operators of the ITSS Division;
  8. All secretarial staff and other clerical staff.
- (b) Other Clerical Locations - For clerical and secretarial staff at points of assembly away from Head Office, the following shall constitute work units:
1. All non-secretarial staff;
  2. All secretarial staff.
- (c) All others - For the purposes of substitution, per watch or shift in:
1. Deck;
  2. Catering (including Galley);
  3. Engineering;
  4. Shore (excluding clerical);
  5. Trades.
- (d) For all other purposes the work unit shall be defined as a terminal, office or workshop.

### ***1.03 - 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 acceptable provision to be substituted for the provision so rendered null and void or materially altered. If the parties are unable to agree, the unresolved issues shall be submitted for resolution to an interest dispute arbitration board convened in accordance with clause 5.02 of this Agreement.

#### ***1.04 - No Other Agreement***

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Company or its representatives which conflicts with the terms of the Agreement without the written consent of the parties to this Agreement.

#### ***1.05 – Company’s Rights***

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

#### ***1.06 - Board of Directors***

In order to have a Union nominated Director appointed to the B.C. Ferry Authority, the B.C. Ferry and Marine Workers’ Union shall provide to the existing B.C. Ferry Authority a list of at least three and not more than five qualified nominees pursuant to 7(1)(b) of the Coastal Ferry Act.

#### ***1.07 - Conflict with Company Directives***

In the event that there is a conflict between the contents of this Agreement and any directive made by the Company, this Agreement shall take precedence over the said directive.

#### ***1.08 - Employees’ Statutory Rights***

The following statutes shall be considered to be an inherent part of this Agreement:

1. Human Rights Code
2. Workers’ Compensation Act
3. Labour Relations Code
4. Elections Act
5. Canada Elections Act
6. Employment Insurance Act
7. Canada Shipping Act
8. Employment Standards Act
9. Personal Information Protection Act

## **1.09 - Workplace Harassment and Human Rights**

- (a) The British Columbia Ferry Services Inc. and the British Columbia Ferry and Marine Workers' Union are committed to a working environment which ensures and promotes the dignity of all employees. In furthering this objective, the parties agree that violations of the Human Rights Code, workplace and sexual harassment shall be grounds for the imposition of discipline pursuant to Article 6 of this Agreement.
- (b) Workplace harassment is defined as abusive, intimidating, or demeaning treatment of a person or group of persons that has the effect or purpose of unreasonably interfering with a person's or group's status or performance or creating a hostile or intimidating working environment when:
  - 1. such conduct abuses the power one person holds over another or misuses authority;
  - 2. such conduct has the effect or purpose of offending or demeaning a person or group of persons on the basis of race, colour, ancestry, place of origin, religion, family status, marital status, physical or mental disability, age, sex, or sexual orientation, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment of that person; or
  - 3. such conduct has the effect or purpose of seriously threatening or intimidating a person.
- (c) Sexual harassment is a specific type of workplace harassment and is defined as unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature when:
  - 1. submission to such conduct is made either explicitly or implicitly a term or condition of employment; or

2. submission to or rejection of such conduct is used as the basis for employment or employment decisions affecting that employee; or
  3. such conduct has the effect or purpose of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.
- (d) Before proceeding to a formal complaint mechanism, an employee who believes s/he has a complaint of harassment or who alleges a violation of the Human Rights Code may approach one or more of the following, to discussing a means of resolving the matter:
1. his/her immediate supervisor
  2. a shop steward or other Union representative
  3. an Employee Assistance Counsellor; or
  4. a Company representative
- (e) If the complainant wishes to file a formal complaint, s/he may write a letter of complaint to the Executive Vice President, Human Resources or delegate, or file a grievance under Article 4. Where the individual receiving such grievance is directly involved in the matter complained of, the grievance shall be submitted to the next step. Where the Executive Vice President, Human Resources is directly involved in the matter complained of, the letter or grievance, as applicable, shall be submitted to the Chief Executive Officer of the Company.

### ***1.10 - Technical Information***

The Company 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. It is understood that such data shall not include any information only released in the legislative process.

**1.11 - Verbal, Psychological and/or  
Physical Abuse of Employees**

- (a) The Company recognizes that its employees may be subject to verbal, psychological and/or physical abuse.
- (b) The Company shall take positive action to ensure that its employees are safeguarded from verbal, psychological and/or physical abuse by taking appropriate action including the provision of appropriate training programs for employees and posting information bulletins and notices in conspicuous places.

**ARTICLE 2 - UNION RECOGNITION  
AND RIGHTS \*\***

**2.01 - Bargaining Unit Defined \*\***

The bargaining unit shall be comprised of all employees of the Employer except those positions currently excluded and those positions which may be excluded by the following process:

- (a) With effect from April 1, 2007, the Employer shall advise the Union in writing of new or additional positions at or below the level of Manager which the Employer believes must be excluded from the bargaining unit.
- (b) The Employer shall provide the Union with the applicable job descriptions and such further information which the Union reasonably requires in order to reach a conclusion with respect to the requests for exclusion.
- (c) The Union is entitled to challenge all excluded positions in accordance with the Collective Agreement.
- (d) Any disputed requests for Exclusion shall be referred to an Arbitrator per Article 5 of the Collective Agreement.

## ***2.02 - Bargaining Agent Recognition***

- (a) The Company recognizes the B.C. Ferry and Marine Workers' Union as the exclusive bargaining agent for all employees for whom the Union is certified.
- (b) In the event of a change in the composition of the bargaining unit, the parties agree to meet immediately to negotiate terms and conditions of employment for the new employees. Either party may, at any time, submit the unresolved issues for resolution to an interest dispute arbitration board convened in accordance with clause 5.02 of this Agreement.

## ***2.03 - Representation***

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

## ***2.04 - Recognition and Rights of Shop Stewards***

- (a) The Company recognizes the Union's right to select shop stewards to represent employees.
- (b) The Union agrees to provide the Company with a list of the employees designated as shop stewards for each jurisdictional area, taking into account both operational and geographic considerations. A shop steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a shop steward. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the shop steward shall notify his/her supervisor. The duties of shop stewards shall include:

1. investigation of complaints of an urgent nature;
2. investigation of grievances and assisting any employee which the shop 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 to which s/he is called by the Company.

## **2.05 - Union Representatives**

- (a) The Company agrees that access to its premises shall be granted to members of the staff of the Union when dealing or negotiating with the Company, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Company shall make available to Union representatives or shop stewards temporary use of an office or similar facility wherever possible.

## **2.06 - Correspondence**

- (a) The Company agrees that all correspondence between the Company and the Union related to matters covered in this Agreement shall be sent to the President of the Union.
- (b) The Company agrees that a copy of any correspondence between the Company or Company officials and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement shall be forwarded to the President of the Union.

## **2.07 - No Discrimination**

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

## **2.08 - Bulletin Boards**

The Company shall provide bulletin board facilities of adequate size and enclosed under plexiglass with a lock and key, 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.

## **2.09 - 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 Company at least one Union shop card for each of the Company's places of operation covered by this Agreement, to be displayed at mutually agreed locations on the premises. Such card shall remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCFMWU", and may be placed on correspondence typed by a member of the Union. This designation may, at the employee's option, be placed below the signatory initials on typewritten correspondence.

## **2.10 - Union Meetings**

Subject to availability, the Company shall provide Union representatives access to a meeting room at each point of assembly for Union business, once a month. The Union shall schedule meetings in advance in order to ensure no interference with normal operations.

## **2.11 - Joint Committees**

- (a) The parties acknowledge the mutual benefits to be derived from the use of Joint Committees to review matters of common interest to the parties.
- (b) Joint Committees established by the parties shall be composed of members, equal in number, represented by the Company and the Union. The minimum size of a committee shall be two Union representatives and two Company representatives. A Joint Committee may call upon additional persons for technical information or advice.
- (c) An employee serving on a Joint Committee shall receive his/her regular pay and travel expenses as defined by Appendix "B".
- (d) An employee serving on a Joint Committee on a day of rest is entitled to be compensated in time-off for the equivalent amount of time spent serving on the Committee. Such time off shall not exceed the employee's regular hours of work. The employee shall not forfeit days of rest to travel to and from Safety Committee meetings.

## **2.12 - Union/Management Consultation Committees**

- (a) Consultation is a useful and constructive exercise in promoting understanding and problem solving between the Company and the Union. Consultation shall take place between the Company and the Union on matters of mutual concern but shall not include any matter of collective bargaining including the administration of the collective agreement or grievances.
- (b) A Senior Union/Management Committee shall be composed of an equal number of Company and Union representatives. The maximum size of this Committee shall be six Union representatives and six Company representatives. The Committee shall meet as deemed

necessary to discuss matters of concern, resolve issues and to provide guidance and direction for any Sub-Committees or Committees established under the Ready Award.

- (c) Local Union/Management Committees shall be composed of an equal number of Company and Union representatives. The maximum size of the Committees shall be six Union representatives and six Company representatives. The Committees shall meet every three months or more often if mutually agreed. Local Union/Management Committees shall be established at:
1. Swartz Bay;
  2. Tsawwassen;
  3. Departure Bay (including Duke Point and Wellington Road);
  4. Horseshoe Bay;
  5. Langdale;
  6. Southern Islands;
  7. Northern Gulf Islands;
  8. North Coast;
  9. Head Office;
  10. DEAS Richmond
- (d) The Committees shall meet in accordance with clause 2.11.
- (e) The Committees shall have the authority to:
1. review matters related to the maintenance of good relations between the parties, other than grievances;
  2. correct conditions which may give rise to the grievances and misunderstandings.

## **ARTICLE 3 - UNION SECURITY**

### **3.01 - Union Membership**

- (a) All employees of British Columbia Ferry Services Inc. shall, as a condition of employment, obtain membership in the B.C. Ferry and Marine Workers' Union within 30 days of date of hire.
- (b) Employees of British Columbia Ferry Services Inc. who were not members of the B.C.G.E.U. prior to March 8, 1974, and who did not subsequently join the B.C.G.E.U. or B.C. Ferry and Marine Workers' Union shall not be bound by paragraph (a) of this clause.
- (c) Employees shall maintain membership as a condition of employment.

### **3.02 - Initiation Fees and Dues Checkoff**

- (a) The Company shall deduct from the basic pay of each employee in the bargaining unit the amount of the initiation fee and regular monthly dues as determined by the Union.
- (b) A new employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's basic pay the amount of the deductions referred to above.

### **3.03 - Dues Remittance**

- (a) All said deductions shall be remitted to the Union Headquarters no later than the end of the month following deductions being made.
- (b) The Company shall provide a complete list of names of those employees from whose wages such deductions have been made, together with the amount deducted from each employee.

### **3.04 - Assessments**

The Company shall deduct from any employee who is a member of the Union any general assessments levied in

accordance with the Union Constitution and owing by the employee to the Union.

### ***3.05 - No Other Deductions***

Employee organizations, other than the B.C. Ferry and Marine Workers' Union, shall not be permitted to have membership dues or other monies deducted by the Company from the pay of the employees in the bargaining unit.

### ***3.06 - Company and Union Shall Acquaint New Employees***

- (a) The Company shall acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in this Article. A new employee shall be advised of the names and locations of local shop stewards. A Union shop steward shall be given an opportunity to interview each new employee within regular working hours, without loss of regular pay, for 15 minutes sometime during the first seven days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership.
- (b) Every calendar month the Company shall advise the Union, in writing, with a copy to the local President, of all new employees indicating names, classifications, dates of hiring, points of assembly and status (i.e. regular or casual).

## **ARTICLE 4 – GRIEVANCES**

### ***4.01 - Grievance Procedure***

The Company 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, including a question as to whether or not a matter is subject to arbitration; or

2. dismissal, discipline or suspension of an employee bound by this Agreement.
3. an alleged violation of a statute pursuant to clause 1.08

#### **4.02 - Initial Discussion**

- (a) The employee shall discuss the complaint with his/her immediate supervisor no later than fourteen (14) calendar days after s/he first becomes aware of the circumstances that give rise to the complaint. The employee and the supervisor shall make every reasonable effort to resolve the complaint during this discussion.
- (b) Failing resolution of the complaint under (a), a vessel-based employee shall next discuss the complaint with the master/captain on the watch, or where the vessel is not operational, engineering employees shall discuss the complaint with the senior engineer officer. The employee and the master/captain or senior engineer officer, as applicable, shall make every reasonable effort to resolve the complaint during this discussion.
- (c) Failing resolution of the complaint under (a), a non vessel-based employee shall next discuss the complaint with the applicable departmental supervisor. The employee and the departmental supervisor shall make every reasonable effort to resolve the complaint during this discussion.
- (d) The aggrieved employee shall have the right to have his/her Union shop steward present at discussions under this clause.

#### **4.03 - Step 1 – Formal Grievance**

- (a) If the complaint is not resolved during the initial discussion, the Union shop steward shall present a grievance in writing, on the appropriate form, to the designated excluded representative or when such

representative is located at a different point assembly, to a local supervisor within fourteen (14) calendar days of the completion of the discussions under clause 4.02. The designated local supervisor shall forward the grievance to the designated excluded representative authorized to deal with the grievance at Step 1 and provide the Union shop steward with a receipt stating the date on which the grievance was received. The grievance shall set out the nature of the grievance; the circumstances from which it arose; the Article or clause which has been violated, and the remedy required.

- (b) The Union shop steward shall discuss the grievance with the designated excluded representative prior to the Step 1 response being issued. The Union shop steward and the designated excluded representative have the required authority to resolve grievances at this Step, and they shall make every reasonable effort to do so.
- (c) The designated excluded representative shall reply to the grievance in writing to the Union shop steward, with copies to the local President and Union President within fourteen (14) calendar days of the discussion at this Step. The reply shall set out the facts as known to the Company, reasons for the Company's position and the name of the designated excluded representative to whom the grievance is to be presented at Step 2, if the grievance is being denied.

#### **4.04 - Step 2**

- (a) Within seven (7) calendar days of receiving the Company's response at Step 1, if the grievance has not been resolved, the applicable local President, or his/her designate, shall forward the grievance, in writing, to the designated excluded representative at Step 2.

- (b) Each designated excluded representative shall hold a maximum of two (2) regular Step 2 grievance meetings each month, provided there are grievances to be discussed. The location for both regular grievance meetings shall be by mutual agreement. The Union shall advise the Company, in writing, of the local Presidents that are to normally present their grievances at each of the regular grievance meetings. Grievances shall not normally be discussed at a regular grievance meeting unless they have been received by the excluded representative at least seven (7) calendar days prior to the meeting.
- (c) The local Presidents and the designated representatives have the required authority to resolve grievances at this Step, and they shall make every reasonable effort to do so.
- (d) The designated excluded representative shall reply to the grievance in writing to the applicable local President, with a copy to the Union President, within seven (7) calendar days of the discussion at this Step. The reply shall set out the facts as known to the Company, reasons for the Company's position and to whom the grievance is to be presented at Step 3, if the grievance is being denied.

#### **4.05 Step 3**

- (a) Within seven (7) calendar days of receiving the Company's response at Step 2, if the grievance has not been resolved, the President of the Union, or his/her designate, shall forward the grievance, in writing, to the designated excluded representative at Step 3.
- (b) Each designated excluded representative shall hold a regular Step 3 grievance meeting each month with the Union President, or his/her designate, at a mutually agreeable location, provided there are grievances to be discussed. Grievances shall not normally be

discussed at the regular Step 3 grievance meeting unless they have been received by the excluded representative at least (7) calendar days prior to the meeting.

- (c) The Union President, or his/her designate and the designated excluded representatives have the required authority to resolve grievances at this Step, and they shall make every reasonable effort to do so.
- (d) The designated excluded representative shall reply to the grievance in writing to the Union President within fourteen (14) days of the discussion at this Step.

#### ***4.06 Union Attendees at Step 2 and 3 Grievance Meetings***

The Company shall pay employees, who attend Step 2 and Step 3 grievance meetings, at the request of or on behalf of the Union, at their applicable straight-time rates, to a maximum total expenditure for such purposes of forty thousand dollars (\$40,000) in any calendar year. When this maximum total has been reached in any calendar year, Union attendees at Step 2 and Step 3 grievance meetings shall be considered on leave of absence without pay.

#### ***4.07 - Appointment Grievances***

Appointment grievances shall follow the normal grievance procedure in accordance with clause 4.02 through to clause 4.05.

#### ***4.08 - Dismissal or Suspension Grievances***

Grievances arising from a disciplinary penalty of four days or more shall be presented to the designated excluded representative at Step 3 within fourteen (14) calendar days of receipt of notice of discipline.

#### ***4.09 - Failure to Act***

If either party fails to comply with the prescribed time limits, the grievance will automatically advance to the next step.

#### ***4.10 - Deviation from Grievance Procedure***

- (a) The Company agrees that, after a grievance has been initiated by the Union, the Company's representatives shall 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) The Union agrees that the aggrieved employee shall not attempt to pursue his/her grievance through any other channel.
- (c) The parties agree that the grievance shall be awarded against the party who fails to comply with this clause.

#### ***4.11 - Policy Grievance***

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be presented in writing to the appropriate Company or Union representative as the case may be, within twenty-eight (28) calendar days of the occurrence, or within twenty-eight (28) calendar days of either party becoming aware of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 5 of this Agreement. It is understood that a policy grievance cannot be used to provide a remedy for an individual or group grievance.

#### ***4.12 - Group Grievance***

The President of the Union or his/her designate may initiate a grievance on behalf of a group of employees at Step 3 no later than fourteen (14) calendar days after an employee first becomes aware of the circumstances giving rise to the grievance. The Union shall define the group of employees on whose behalf the grievance has been submitted.

#### ***4.13 - Technical Objections to Grievances***

No grievance shall be defeated merely because of a technical error other than a failure to comply with the time limits in processing the grievance through the grievance procedure.

#### ***4.14 - Effective Date of Settlements***

Settlements reached at any step of the grievance procedure in this Article, other than clause 4.11, 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.

#### ***4.15 - 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.

#### ***4.16 - Third Party at Steps 2 and 3***

The Company agrees that, should a grievance arise involving a licensed and unlicensed employee requiring Union representation for both members, a third party may be called in by the Union at Steps 2 and 3 to present said grievance.

### **ARTICLE 5 – ARBITRATION**

#### ***5.01 - Notification***

Where a difference arises between the parties relating to the interpretation or administration of this Agreement, including any questions 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 4, notify the other party within twenty-eight (28) calendar days of their desire to submit the difference or allegation to arbitration.

## **5.02 - Composition of the Boards of Arbitration**

- (a) Arbitrators shall normally be selected for pre-scheduled arbitrations in alphabetical rotation from the Arbitrator List.
- (b) Arbitrators shall normally be selected for additional regular arbitrations in alphabetical rotation from the Arbitrator List, provided that an arbitrator must be available to hear the applicable matter within a mutually acceptable time frame to be eligible for the appointment. Should the parties fail to agree upon a regular arbitrator under this subsection (b) within fourteen (14) calendar days of receipt of the notice under clause 5.01, either party may apply to the Chair of the Labour Relations Board to have an arbitrator appointed.

Arbitrator List:

Peter Cameron	Joan McEwen
Rod Germaine	Chris Sullivan
Irene Holden	John Thorne
Judi Korbin	

- (c) The Arbitrator List may be modified by mutual agreement.

## **5.03 - Regular Arbitration**

- (a) Unresolved grievances shall be referred to regular arbitration, except those that are referred to expedited arbitration under clause 5.04.
- (b) Arbitrators hearing regular arbitration shall determine their own procedure in accordance with the relevant legislation and shall give the parties full opportunity to present evidence and make representations.
- (c) Arbitrators hearing regular arbitration shall provide detailed reasons for their decision, which decisions

shall be provided to the parties as soon as possible following completion of the arbitration hearing.

#### **5.04 - Expedited Arbitration**

- (a) The parties may mutually agree to refer any grievance to expedited arbitration under this clause. This agreement shall normally be made within fourteen (14) calendar days of receipt of the notice under clause 5.01, but may be made at another time by mutual agreement of the parties.
- (b) The parties shall endeavour to develop a statement of facts for each expedited arbitration. The use of authorities shall be restricted as much as possible and witnesses shall only be called to give evidence on relevant facts upon which the parties have been unable to agree in the statement of facts. Each party's argument shall not exceed fifteen (15) minutes for any one expedited arbitration.
- (c) The expedited arbitrator shall provide a very brief award setting out the particulars of the grievance and the reasons for his/her decision. The expedited arbitrator's decisions are without prejudice or precedent and shall be issued within fourteen (14) calendar days of the hearing.
- (d) There shall be no appeal of expedited arbitration decisions.

#### **5.05 - Pre-scheduled Arbitration Dates**

- (a) Each calendar year, prior to January 15th, the parties shall meet to pre-schedule arbitration hearings. These hearings shall be held on three (3) consecutive days every three (3) months, or more often if agreed to by the parties, at a mutually agreeable location.
- (b) Any grievance may be heard on the pre-scheduled arbitration dates irrespective of type of arbitration to be used (i.e. whether expedited or regular).

Grievances shall normally be heard in chronological order on the pre-scheduled arbitration hearing dates. Either party may require that a grievance be heard out of chronological order by providing the other party at least twenty-one (21) calendar days written notice.

- (c) At least twenty-one (21) days prior to each pre-scheduled arbitration hearing date, the parties shall develop a mutually agreeable list of grievances to be heard on those dates. In so doing, the parties shall ensure that a sufficient number of grievances are scheduled to realistically fill the three (3) days available during each pre-scheduled hearing. The parties may mutually agree to amend the list of grievances to be heard at any time prior to the commencement of the hearing. Grievances may not be heard at a pre-scheduled arbitration hearing unless they have been placed on the list of grievances to be heard in advance under this subsection.

#### ***5.06 - Decision of Arbitrator***

The decision of the arbitrator shall be final, binding and enforceable on the parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which s/he deems just and equitable. However, the arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its Articles.

#### ***5.07 - Disagreement on Decision***

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to him/her to clarify the decision, which s/he shall make every effort to do within seven days.

#### ***5.08 - Expenses of Arbitrator***

Each party shall pay one-half of the fees and expenses of the arbitrator and other joint costs.

### **5.09 - 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.

## **ARTICLE 6 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **6.01 - Burden of Proof**

In all cases of dismissal or suspension, the burden of proof of just cause shall rest with the Company.

### **6.02 - Dismissal and Suspension**

- (a) Designated excluded representatives of the Company may dismiss or suspend any employee for just and reasonable cause. Notice of dismissal or suspension shall be in writing, and shall set forth the reason(s) for the dismissal or suspension.
- (b) Where the Company contemplates a dismissal or suspension, the employee may be placed on a leave of absence with pay until such time as the dismissal or suspension is confirmed in writing. If a suspension without pay is confirmed, it may be done retroactively to the date of the initial incident.
- (c) No employee shall be transferred to another point of assembly for disciplinary purposes.

### **6.03 - Abandonment of Position**

An employee who fails to report for duty for 12 consecutive days without informing the Company of a justifiable reason for his/her absence shall be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Company. In such event, the absence in question shall be treated as a leave of absence without pay.

#### ***6.04 - Union Notification for Dismissal, Suspension and Discipline Grievances***

A copy of an employee's letter of dismissal, suspension or other disciplinary sanction shall be forwarded to the President of the Union electronically by the Company on the same day that the letter is given to the employee.

#### ***6.05 - Right to Grieve Other Disciplinary Action***

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports or performance evaluations. 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 his/her file, s/he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request, any such document, other than official evaluation reports, 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. In any event, the Company shall not rely on any such document for disciplinary purposes where 18 months has expired from the date such document was issued. The Company 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.

#### ***6.06 - Evaluation Reports***

Where a formal appraisal of an employee's performance is carried out, the employee shall be given the opportunity to read and review the appraisal. Provision shall be made on the evaluation form for the employee to sign it. The form shall provide for the employee's signature in two places -- one indicating the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided before the end of his/her next normal working-day.

No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of his/her evaluation report at time of signing. An evaluation report 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 procedures of this Agreement.

#### **6.07 - Short-term Performance Review**

A short-term performance review shall normally be carried out on an employee after s/he has completed a minimum of ten working days under the direction of the same supervisor.

#### **6.08 - Personnel File**

- (a) The Employee Relations Department shall, upon receipt of written authorization by the employee, supply the President of the Union or his/her designate with all documentation from the employee's personnel file relating to a grievance in order to facilitate an investigation.
- (b) Subject to providing reasonable written notice to the Company, an employee shall be provided the opportunity to review his/her personnel file(s) in the presence of an appropriate excluded employee.

#### **6.09 - Right to Have Shop Steward Present**

- (a) An employee shall have the right to have his/her shop steward present at any discussion which might be the basis of disciplinary action. Unless mutually agreed, 24 hours notice is required for any interview for disciplinary purposes.
- (b) Whenever possible, the discussion or interview shall be scheduled during the working hours of the affected employee. The employee shall receive compensatory time off equal to the time s/he leaves his/her home to report for the discussion or interview until the time s/he

arrives back upon proceeding directly to and from the discussion or interview that takes place outside of his/her working hours.

- (c) The Company shall endeavour to schedule discussions or interviews under this clause, at a time when the employee's shop steward is at work, provided such discussion would not be unreasonably delayed by so doing.
- (d) A shop 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 which might be the basis of disciplinary action against the shop steward.

#### **6.10 - *Inquiry or Hearing***

- (a) The Company shall concurrently notify the Union Office and any employee(s) affected, in advance, of its intention to conduct an inquiry or hearing into any incident involving any employee.
- (b) Any employee who is the subject of any inquiry or hearing shall be entitled to Union representation at the inquiry or hearing. Also, upon request, and without delay to the inquiry or hearing, the employee shall be entitled to have legal counsel present at his/her cost. There shall be no loss of regular pay for the employee and for the Union representative who is an employee attending the inquiry or hearing. There shall be no disruption in scheduled services. An employee who is the subject of any inquiry or hearing shall receive compensatory time off equal to the time s/he leaves his/her home to report for the inquiry or hearing until the time s/he arrives back upon proceeding directly to and from the inquiry or hearing that takes place outside of his/her working hours. The Company shall advise the employee and the Union office of the findings resulting from any inquiry or hearing, and any

resulting disciplinary action, within 14 days of the end of the inquiry or hearing.

- (c) The Company shall endeavour to schedule inquiries or hearings under this clause, at a time when the employee's Union representative is at work, provided such inquiry or hearing would not be reasonably delayed by so doing.
- (d) The Company shall advise the Union of any notification received from the appropriate regulatory authority advising that they intend to conduct any inquiry into any incident directly involving any employee.

### **6.11 - Right to Refuse to Cross a Picket Line**

- (a) The Company agrees not to discipline an employee who refuses to cross any picket line on or adjacent to Company property. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Company's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

### **6.12 - Revenue Policy**

Employees whose duties involve the handling of cash and/or other payment media shall not be required to repay shortages. Employees who make excessive or frequent cash errors shall be provided with further training and, if still unsatisfactory, shall revert to their former status.

## **ARTICLE 7 - EMPLOYEE STATUS - REGULAR PART-TIME EMPLOYEES and STAFFING POOLS**

### **7.01 - Regular Part-time Employee**

#### **(a) Status**

A regular part-time employee is an employee who is appointed to an RPT position. RPT employee positions shall be created by mutual agreement between the

Company and the Union. Regular part time SOC positions shall be discussed with the SOC.

(b) **Hours**

Regular part-time employees shall be maintained at appropriate locations to fill positions that do not require fulltime hours. RPT position hours of work shall be a minimum of 50% of standard hours of a regular fulltime position unless otherwise mutually agreed. Postings for RPT positions shall state the actual days of work and the applicable shift hours.

(c) **Method of Payment**

1. Basic Pay - Payment shall be made on the hourly rate for all hours worked, based on the rate for the position. RPT Employees covered by clause 16.01(a)1., shall receive prorated the value of PTO.
2. Designated Paid Holiday Pay, Lieu Days, 10 Hour Differential, 12 Hour differential and SSD/ASTO - Each employee shall receive prorated the value of the designated paid holiday pay, lieu days, 10 hour differential, 12 hour differential or SSD/ASTO applicable to the position's hours of work.
3. An RPT employee shall be entitled to pro-rated vacation.
4. RPT employees shall be entitled to compensation for work done on statutory holidays as per the Collective Agreement.
5. RPT employees shall receive overtime compensation after working the equivalent of the standard daily hours of a regular employee.

(d) **Benefits**

RPT employees shall be entitled to:

1. Seniority - Seniority shall be calculated in accordance with Article 10.

## 2. Sick Leave

- i) STIIP - An RPT employee shall be entitled to the benefits of STIIP on a pro- rated basis for days s/he is scheduled to work.
- ii) LTD - An RPT employee shall be entitled to the benefits of LTD on a pro- rated basis.

- 3. Dental Plan - RPT Employees are entitled to coverage in the Dental Plan.
- 4. Medical Plan - RPT Employees are entitled to coverage in the Medical Plan.
- 5. Extended Health Plan - RPT Employees are entitled to coverage in the Extended Health Plan.
- 6. Group Life Insurance Plan - The Company shall maintain coverage in the Group Life Insurance Plan for employees who are RPT.
- 7. Special Leaves - An employee may apply for any of the special leaves covered under Article 26 if s/he is scheduled to work on the day in question.
- 8. Payment to Dependents on Death - RPT Employees are entitled to this benefit on a pro-rated basis.
- 9. All other terms of the Collective Agreement apply.

## (e) **Pension**

- 1. RPT employees shall participate in the Public Service Pension Plan.
- 2. RPT employees shall be entitled to the Retirement Bonus.

## (f) **Work Schedules**

RPT employees shall be given work schedules.

## (g) **Postings**

RPT vacant positions shall be “Homesteaded” as per the Homesteading Letter of Understanding between the Parties.

(h) ***Selection Procedure***

For RPT positions, Article 10.07 (a) 1 and 2, and Article 10.07 (b) 1, with respect to intra-terminal transfers and lateral transfers do not apply.

(i) ***Workforce Planning Committee***

The creation and disposition of RPT positions shall be discussed on an annual basis with the Workforce Planning Committee.

(j) ***Layoff***

1. Employees accepting RPT positions shall not retain the right to return to their former position or status. If an existing RPT position needs to be eliminated or if the actual days of work and/or the applicable shift hours change, Article 12 applies. If the affected incumbent has never been a fulltime regular employee then her access to Article 12 does not include an ability to bump into a fulltime regular position.
2. A full time regular who has Workforce Adjustment choices to make cannot be forced to take an RPT vacancy unless it is the only option left excluding severance. A fulltime regular who has WFA choices to make cannot choose to bump an RPT Employee if other options (excluding severance) are available.

(k) ***Recall***

1. RPT employees shall not have rights to casual recall, however they may make themselves available for additional work should it arise, provided there is no additional cost incurred by the employer. In such instances overtime pay would be considered only when the standard daily hours for Fulltime Regular employees in that work unit has been exceeded. For the purposes of regular part time Article 1.02 applies.

2. RPT Employees will not be offered additional work assignments until all qualified casuals have received work assignments.

(l) ***Implementation***

ER/HR Directors at each Point of Assembly will work closely with Local Union Presidents in order to ensure this proposal and the guidelines of the Workforce Planning Committee are properly communicated and followed.

**7.02 - Staffing Pools**

- (a) Staffing Pools are maintained where the absence of an employee may interrupt service.
- (b) The Company shall maintain Staffing Pools at the following locations:
  1. Tsawwassen;
  2. Swartz Bay;
  3. Nanaimo;
  4. Horseshoe Bay;
  5. Langdale;
  6. Gulf Islands.
- (c) The Staffing Pool ratio shall be one Staffing Pool employee for each five employees on Routes 1, 2, 3 and 9 and the terminals attached thereto. It is understood that this ratio may have to be revised as experience and usage dictate.
- (d) It is understood that Staffing Pools are not required for clerical and administrative occupations, but the Company recognizes that replacements should be provided when such employees are on vacation.
- (e) **Point of Assembly**

It is agreed that Staffing Pool personnel shall not normally be required to work away from their

regular point of assembly. However, in emergency circumstances there may be a requirement to utilize Staffing Pool personnel from another point of assembly.

(f) ***Work Schedules***

Staffing Pool employees shall be scheduled on the same basic ratio of work days and days off as is common to their individual classification. Work schedules for Staffing Pool employees shall be given for either 36 days in the case of 12-on-6-off employees, or 30 days for all other employees. Schedules shall be provided in writing seven days in advance. Where it is necessary that the schedule of an individual employee be altered to meet operational requirements, the employee shall be entitled to the penalty pays which accrue under clauses 17.03 and 17.05.

(g) ***Standby on a Holiday***

Staffing Pool employees who are required to be on standby on a paid holiday shall receive the prevailing rate of overtime for that day.

(h) ***Standby Pay***

Staffing Pool employees on standby shall be compensated one days' regular pay for 12 hours standby. Where the time spent on standby is followed by a full shift or portion thereof to be worked, employees shall be compensated at the straight-time rate for all hours of standby in the proportion of one hours' pay for each four hours of standby in addition to their normal days' pay, with a minimum of one hours' standby.

(i) ***Standby Hours***

1. A Staffing Pool employee shall be required to stand by on his/her scheduled days on duty for 12 hours,

which shall commence at 0600 and end at 1800 hours.

2. A Staffing Pool employee shall not be required to work on a day in which s/he has completed 12 hours on standby.

**(j) Work on a 10 or 12 Hour Vessel**

1. Staffing Pool employees who work on 10 or 12 hour vessels shall receive their normal daily rate of pay for each 10 or 12 hour shift worked, plus the 10 or 12 hour differential.
2. Staffing Pool employees who work on 10 or 12 hour vessels shall receive one earned day off for each 10 or 12 hour day worked.
3. When substituting in a higher paying classification, Staffing Pool employees shall also receive substitution pay as follows:
  - (i) Difference between normal hourly pay rate and the hourly pay rate of the higher classification multiplied by the number of hours.

## **ARTICLE 8 - EMPLOYEE STATUS - CASUAL AND SEASONAL EMPLOYEES**

### **8.01 - Casual Employees**

Casual employees are maintained at appropriate locations in order to supplement the regular establishment.

### **8.02 - Method of Payment**

- (a) Casual employees shall be paid on an hourly basis, rounded to the next higher one-half hour.
- (b) Notwithstanding clause 16.04, hours of work for casual employees shall be no more than 15 consecutive days of work in a 21 day period.
- (c) Casual employees are entitled to overtime rates for work in excess of standard daily hours, or scheduled

hours for Northern Gulf Islands, outlined in Articles 16 and 29.

- (d) Casual employees working on 10-hour vessels shall be paid at the daily rate for all regularly scheduled 10-hour shifts worked. The daily rate is to be basic pay plus differential. This clause does not apply to casual employees covered by the hours of work under clause 16.04.
- (e) Overtime for working on a day of rest shall apply to casual employees, as follows:
  - 1. Casual employees who are assigned to follow shift schedules are entitled to the days of rest appropriate to the particular shift pattern. Work performed on days of rest shall be considered overtime in accordance with clause 18.02(c)3. Where the Company anticipates that a casual employee will follow a shift schedule, s/he shall be advised accordingly.
  - 2. Casual employees not assigned to follow a work schedule as outlined in clause 8.02(e)1. and who work in excess of 21 days in a calendar month shall be paid at overtime rates.
  - 3. Casual employees assigned to work aboard a northern vessel shall be paid overtime rates for work in excess of the equivalent of 21 days per month, unless assigned to work a 14-on-14-off schedule. The Company is not obligated to recall a casual employee who has worked an equivalent of 20 days in a month. A casual employee is not entitled to overtime for working in excess of the 21 day threshold if it is necessary to complete one round trip.
  - 4. For casual employees working in the Northern Gulf Islands, clause 16.04(i) applies.

5. Casual employees are not entitled to recall on days of rest.

### **8.03 - Health and Welfare Benefits - Casual Employees**

- (a) Effective April 1, 2007 casual employees hired prior to the Ready Award (October 15, 2004) shall, after working 913 hours qualify for Health and Welfare and STIP Benefits and Special Leaves (Article 26) upon satisfying the same eligibility requirements as the 'grandparented casuals' under the Ready Award as outlined in the Letter of Understanding - Grandparented Casuals (Health & Welfare Benefits).
- (b) Casual employees shall participate in the Public Service Pension Plan in accordance with the plan eligibility rules.
- (c) Casual employees shall qualify for the following benefits after having worked 913 hours:
  - 1. Basic medical insurance (clause 23.03);
  - 2. Extended health care plan (clause 23.04);
  - 3. Dental plan (clause 23.05);
  - 4. Group Life Insurance Plan (clause 23.06);
  - 5. Bereavement Leave (clause 26.01)
- (d) A casual employee who is eligible for benefits shall be eligible for a maximum of six (6) days per year due to sickness and disability, pro-rated in the year that they are attained.
- (e) A casual employee who does not receive an isolation allowance shall cease to be entitled to Health and Welfare Benefits when s/he fails to maintain 913 hours worked at basic pay during each 12 month period from his/her initial qualification for benefits. Benefits shall subsequently be reinstated when the casual employee achieves 913 hours worked at basic pay within a 12 month period.

- (f) A casual employee who is in receipt of isolation allowance shall cease to be entitled to Health and Welfare Benefits when s/he fails to maintain 457 hours worked at basic pay during each 12 month period from his/her initial qualification for benefits. Benefits shall subsequently be reinstated when the grandparented casual employee achieves 457 hours worked at basic pay within a 12 month period.
- (g) Casual employees who are eligible for benefits shall be paid ten point two (10.2%) per cent of their regular pay in lieu of Annual Vacations, General Holidays, applicable statutory requirements and all the other benefits and perquisites of the Agreement for which they are ineligible.
- (h) Casual employees who are not eligible for benefits shall be paid ten point five (10.5%) per cent of their gross earnings on each pay cheque in lieu of Annual Vacations, General Holidays, Health and Welfare Benefits, applicable statutory requirements and all the other benefits and perquisites of the Agreement for which they are ineligible.

#### **8.04 - Seniority and Recall**

- (a) A casual employee shall be recalled for work at his/her point of assembly based on his/her current standing on the recall list subject to his/her ability to meet the requirements of the job.
- (b) If a casual employee changes his/her point of assembly s/he shall retain his/her service seniority. His/her recall order at the new point of assembly shall be determined by the first day for which pay is received at the new point of assembly.
- (c) A casual employee shall continue to accrue service seniority on approved leaves of absence of less than 30 days.

- (d) A casual employee shall be terminated if s/he works less than 240 hours during the preceding twelve month period. Included within the 240 hours is the time a casual employee would have worked when on an approved medical or education leave.

#### **8.05 - Annual Vacation**

- (a) A grandparented casual employee shall receive vacation pay at a rate of six per cent of his/her basic pay on each paycheque, or at his/her written request by November 30th for the subsequent calendar year, accumulated vacation pay once per year.
- (b) All casual employees who have been assigned to regular duty for a period which is expected to be in excess of 30 working days may request annual vacation to be taken during that period. The leave itself shall be without pay. The casual shall be returned to his/her assigned temporary duty upon the completion of his/her vacation period, provided the temporary assignment is still available.

#### **8.06 - Designated Paid Holidays**

- (a) A grandparented casual employee who works fifteen (15) days in the calendar month prior to a designated paid holiday shall be entitled to an average day's pay for the designated paid holiday. The average day's pay is calculated by dividing the basic pay earned, in the 30 day period prior to the designated paid holiday, by the number of days worked.
- (b) A grandparented casual employee who works fewer than fifteen (15) days in the calendar month prior to a designated paid holiday shall be entitled to pro-rated pay for the designated paid holiday. This pro-rated pay is calculated by dividing the basic pay earned, in the appropriate calendar month, by fifteen (15).

- (c) A casual employee who works on a designated paid holiday shall be compensated at the applicable overtime rate as outlined in Article 19.

#### **8.07 - Availability**

- (a) A casual employee shall normally be contacted during the periods of 0445 hours to 1345 hours and 1700 hours to 2000 hours, for the purpose of receiving work assignments.
- (b) To meet short notice requirements or emergency situations, employees may be contacted outside the above mentioned hours, but failure to contact shall not be considered as unavailability.
- (c) A casual employee shall not be disciplined for being unavailable for assignments when the unavailability arises from illness, Union leave, medical appointments or special leaves under Article 26.

#### **8.08 - Casual Recall Procedures**

- (a) A casual employee is responsible for advising the Company in writing of a single contact number for recall purposes.
- (b) When attempting to contact a casual employee for a work assignment, other than a short-notice requirement, the following procedure shall be used:
  - 1. The employee's contact number shall be called. If there is no answer, the number shall be redialled to ensure accuracy.
  - 2. If the attempt to contact the employee is unsuccessful, a record of the date and time of the attempt shall be made.
- (c) A casual employee may request in writing a period(s) of time during which s/he is unavailable for work. Through mutual agreement with the Company, the casual employee shall be booked off and shall not be subject to recall for the period(s) specified.

- (d) Short-notice is defined as recall which occurs within two hours of the start of a work assignment.
- (e) Work assignments that are less than the scheduled daily hours shall be initially scheduled after work assignments which are equal to the scheduled daily hours. Once work assignments are initially scheduled, the Company shall not be required to alter these assignments.

### **8.09 - Seasonal Help Employees**

The Company may employ Seasonal Help (i.e. students) under the following conditions:

- (a) Seasonal Help shall be defined as those employees hired between April 1st to October 15th (or peak periods inclusive of Christmas, Spring Break, or other periods mutually agreed by the parties) of any calendar year for the purpose of supplementing the regular workforce and/or replacing regular employees on compensatory time off.
- (b) Seniority shall not accumulate during the designated seasonal period. In the event a seasonal employee is retained outside the designated seasonal period, his/her probationary period will commence as of the first day outside of the period. Should the employee complete his/her probationary period, the seniority date will be established as of the original date of hire as a Seasonal Help employee.
- (c) Seasonal Help employees shall be paid at 90% of the classification worked, 95% for returning Seasonals, and shall not:
  - 1. be entitled to benefits normally granted to other employees,
  - 2. be entitled to any premiums or differentials,
  - 3. be granted a minimum number of hours.

- (d) Seasonal Help employees shall be entitled to overtime compensation for all work performed in excess of standard daily hours.
- (e) For Benefits and Premiums refer to MOU X - Seasonal Help Employees.

## **ARTICLE 9 – APPRENTICES/TRAINEES**

### **9.01 - *Apprentices/Trainees***

The Company and the Union recognize the benefit of having an apprenticeship/trainee program in the Company's operations.

- (a) Where the Company determines a need to create or fill an apprenticeship/trainee opportunity it shall create a local working group to support the apprentice/trainee program at that location. The Company shall then post notice of an apprenticeship/trainee opportunity. Employees wishing to be considered for such opportunities shall submit a written application.
- (b) Appointment shall be based upon a reasonable assessment of the applicants' experience, qualifications, and suitability. Seniority shall be the governing factor if the applicants are relatively equal.
- (c) The Company is not required to retain an apprentice/trainee in its employ as a tradesperson following completion of their apprenticeship/trainee program.
- (d) Employees selected as an apprentice/trainee under this article shall be converted to regular employee status and, if retained after completing their apprenticeship/training program, shall maintain their regular status in the classification in which they apprenticed/trained.
- (e) An apprentice/trainee, who was employed by the Company prior to being selected and who is not successful during his/her apprenticeship/training program, or who is not retained as a tradesperson

after completing his/her apprenticeship/training program, shall be reinstated to their former status of employment and have the ability to access the Workforce Adjustment provisions of article 12. That provision will not include the ability to access the severance provisions of article 12, unless by mutual agreement of the parties.

- (f) Apprentices shall be provided with training in accordance with the Provincial apprenticeship requirements.
- (g) Apprentices/trainees shall be entitled to education leave in accordance with article 25, when they attend required off-site classroom training pursuant to their apprenticeship or training program, provided that:
  - 1. The Company shall only be required to top-up the employee's Employment Insurance (EI) payments so that his/her normal straight time apprentice pay is maintained while so attending during those times when the employee would otherwise be scheduled to work at straight time (no overtime). Employees attending required off-site classroom training pursuant to their apprenticeship or training program must apply for available EI benefits in order to have their normal straight time pay maintained under this article.
  - 2. The Company shall not be required to maintain the pay of any apprentice/trainee who is repeating required classroom training that the employee previously failed to successfully complete. The Company shall ensure that the apprentice/trainee is given reasonable time off to repeat the required classroom training.
- (h) The Company shall advance the cost of tuition, books and other training materials for apprentices/trainees who attend off-site classroom training pursuant to

apprenticeship/training programs. Upon successful completion of the apprentice/training the advance shall be forgiven.

- (i) An apprentice/trainee shall be paid the following percentages of the applicable trades' rate, provided that the employee continues to maintain the required standards of performance, attendance, and/or successfully completes all required classroom training. Apprentices/trainees who are not continuing to meet the required standards of performance and/or who fail required classroom training shall not be eligible to continue through the wage progression until such time as they meet such standards or successfully complete such training:

Time in Months		Rate as % of Tradesman Rate
0 - 6	months in apprenticeship	60%
7 - 12	months in apprenticeship	65%
13-18	months in apprenticeship	70%
19-24	months in apprenticeship	75%
25-30	months in apprenticeship	80%
31-36	months in apprenticeship	85%
37-41	months in apprenticeship	90%
42	months to end of apprenticeship	95%

## **ARTICLE 10 – SENIORITY**

### ***10.01 Probationary***

- (a) Newly-hired employees who do not successfully complete the initial 120 day working day probationary period may be terminated.
- (b) Employees shall receive written confirmation of the results of their probationary period.

## **10.02 - Seniority Carry-over**

- (a) For those persons who were employees of the B.C. Ferries Division on December 31, 1976, and who became employees of the British Columbia Ferry Corporation on January 1, 1977, all service with the Public Service prior to January 1, 1977, shall be deemed to be service with the Company.
- (b) For those persons who were regular crew members of the MV North Island Princess on December 31, 1976, and who transferred to the Company prior to December 31, 1978, with no break in their continuous service prior to transfer date, unbroken service with the Public Service shall be deemed to be service with the Company.
- (c) For those persons who were employees of the Ministry of Transportation and Highways on September 30, 1983, and September 30, 1985, and who became employees of the British Columbia Ferry Corporation on October 1, 1983 and October 1, 1985 respectively, unbroken service with the Public Service shall be deemed to be service with the Company. Unbroken service includes time worked as an auxiliary employee, calculated in accordance with clause 8.04.
- (d) For those persons who were employees of BCFS on March 25, 2003, and employees of Deas Pacific Marine Inc. on March 7, 2007, and who were transferred back on March 8, 2007 (Vince Ready award), or were employees of Deas Pacific Marine Inc. on March 7, 2007, all service with BCFS and DPML shall be deemed service with the Company.

## **10.03 - Calculation of Seniority**

### **I. Service Seniority**

- (a) An employee shall accrue service seniority from the first day of work for which pay is received. Service seniority shall include:

1. service with the Company under clause 10.02;
  2. leaves of absence with pay;
  3. leaves of absence without pay;
    - i) for Union business;
    - ii) for a Union position;
    - iii) for education leave, and all other leaves of less than 30 calendar days;
    - iv) for apprenticeship training courses;
  4. time on STIIP or a WCB claim;
  5. all time on parental, maternity or adoption leave;
  6. deferred salary leave.
- (b) Where a tie in service seniority occurs, payroll numbers shall be the deciding factor.

## **II. Seniority in Excluded Positions**

- (a) An employee accepting a position which is of a permanent nature outside of the bargaining unit shall retain the right to return to his/her former position within 120 working days from the date of his/her appointment.
- (b) An employee temporarily substituting into an excluded position shall continue to accrue seniority.
- (c) An employee returning to the bargaining unit from an excluded position shall have that time counted for seniority purposes if the employee was previously a member of the bargaining unit.

### **10.04 - Seniority List**

- (a) The Company shall maintain seniority lists for all employees. The list for regular employees shall show the employee's present classification together with the employee's service seniority and, where applicable, group seniority date. The list for casual employees

shall show the employee's point of assembly and service seniority date.

- (b) Four copies of an up-to-date seniority list shall be provided to the Union office annually. Two copies of each relevant section of the seniority list shall be provided to each vessel or work unit. One copy shall be posted on the notice board, with the second retained by the appropriate supervisor.
- (c) The seniority list shall be published January 15 of each year.
- (d) An employee who wishes to grieve his/her seniority date and placement must do so by April 15 following the January publication. An unchanged seniority date and placement cannot be re-challenged on substantially the same grounds.
- (e) The employee's pay office file shall be the authoritative document from which seniority is established.

### ***10.05 - Re-employment***

A regular employee who resigns his/her position and within 30 days is rehired by the Company as a regular employee shall be granted a leave of absence without pay covering those days absent, and shall retain all rights and provisions in relation to seniority and other fringe benefits, provided s/he has not withdrawn his/her Pension contributions.

### ***10.06 - Postings***

- (a) Vacancies that are posted under this section shall be filled within sixty (60) days of completion of the posting period. This period may be increased with the approval of the Union, which approval shall not be unreasonably denied.
- (b) Regular vacancies that are to be filled shall be posted on the bulletin board(s) and electronically on the Company website for a period not less than seventeen (17) calendar days.

- (c) Term Certain vacancies of ninety (90) consecutive calendar days or more that are to be filled shall be posted on the bulletin board(s) and electronically on the Company's website for a period of not less than seventeen (17) calendar days.
- (d) The Company maintains the right to determine the make-up of its workforce, including whether a vacancy exists. That is, if it has sufficient employees (casuals) available at a specific location, it may elect to utilize them or if it does not have sufficient employees, it may elect to either hire new employees (including seasonal workers) or post for regulars or term certain.
- (e) Postings shall contain the following information:
  - 1. Nature of position;
  - 2. Duration of the position;
  - 3. Duties required;
  - 4. Required qualifications and ability;
  - 5. Whether shift work is involved;
  - 6. Wage rate;
  - 7. Closing date.
- (f) The Company shall provide copies of all job postings to the Union.
- (g) A regular or term certain employee who attends a job interview during what would otherwise be his/her regularly scheduled working hours shall suffer no loss of regular pay.
- (h) An employee who is offered and accepts a posted regular position shall not be eligible to accept another posted position for a period of six (6) months from the date of acceptance, unless the position is a promotion, career development position, or as otherwise determined by mutual agreement of the Company and the Union.

## **10.07 - Selection Procedure**

- (a) Posted vacancies for all supervisory positions and Grade 9 or higher positions, or as otherwise agreed to by the parties, shall be filled based on seniority, qualifications and suitability, with seniority prevailing unless a difference in required qualifications and suitability is shown. In the event that the Company selects a junior applicant, the Company shall bear the onus of showing a difference in qualifications and suitability between the applicants. Posted vacancies shall be filled in the following sequence:
  - 1. intra terminal transfer,
  - 2. voluntary lateral transfer (applies to Ship's Officers only),
  - 3. bargaining unit applicants
- (b) Posted vacancies in all other bargaining unit positions shall be filled on the basis of seniority provided the employee to be appointed has the required qualifications and abilities. Posted vacancies shall be filled by the senior employee with required qualifications and abilities in the following sequence:
  - 1. intra terminal transfer
  - 2. bargaining unit applicants
- (c) In the application of seniority, group seniority will apply for officers and service seniority for all other employees.
- (d) An employee must successfully complete a 120 working day trial period during which his/her performance shall be evaluated against established performance standards. This period may be served during substitution, casual, or regular or term-certain appointments. It is understood that time worked through substitution may account for up to 90 working days of the trial period. An employee who does not

satisfy the requirements of the trial period shall be returned to his/her former position or employment status without loss of seniority and all other affected employees shall be returned to their former position or employment status without loss of seniority.

- (e) The Company shall post on the bulletin board(s) and electronically on the Company's website a "Notice of Appointment" for all appointments made to posted positions.
- (f) The Company shall provide the Union with the required qualifications, abilities and suitabilities associated with each job classification covered by the Collective Agreement. Where the Union objects, its objections shall be limited to whether the qualifications, abilities and suitabilities established by the Company are relevant and reasonable.

#### ***10.08 – Development Opportunities***

- (a) The Company may identify local or fleet-wide training opportunities for anticipated operational needs or development opportunities. Such opportunities shall be posted to allow interested employees to apply.
- (b) Employees shall be selected for training opportunities based on meeting the qualifications, availability, ability, and suitability requirements as determined by the Company, in order of seniority.
- (c) Upon successful completion of the training, employees deemed capable are eligible to substitute or be appointed.

#### ***10.09 - Job Relocation***

- (a) In the event that an employee's job is transferred to another location and the employee refuses to transfer, s/he shall, at his/her option, revert to casual status at the point of assembly of his/her choice with full service seniority or terminate and take severance benefits.

- (b) Applicants for lateral transfer must have worked in their present location for not less than one year.
- (c) Transfer expenses shall be paid by the Company to regular employees who occupy positions within pay grade 9 or greater upon promotion or if an employee accepts a transfer under (a) above.

#### **10.10 - Substitution**

- (a) Positions which are to be filled by substitution shall be filled in the following order:
  - 1. the senior qualified employee within the affected work unit(s);
  - 2. the senior qualified employee within the point of assembly, provided that this does not result in additional cost to the Company;
  - 3. through casual recall.
- (b) For purposes of substitution, seniority means the following:
  - 1. Group Seniority, for those covered by the Group Seniority Schedule under clause 32.01.
  - 2. Service seniority, for all others.
- (c) For purposes of substitution, employees temporarily assigned to a watch or shift shall be considered part of that watch or shift.
- (d) Employees shall have the right to refuse substitution, except as defined in their job descriptions. Employees who have accepted training and/or education at the Company's expense shall be required to substitute into positions they are capable of performing.
- (e) When an employee, who has not accepted training and/or education at the Company's expense, declines substitution for any assignment, s/he shall not be entitled to claim substitution for that assignment until that assignment is completed. Substitution cannot

be claimed if the employee is not available when the substitution is required on a daily basis.

- (f) It is understood that substitution shall not be required when there is a Staffing Pool/ASTO Relief employee of the appropriate classification available.

## **ARTICLE 11 - JOB CLASSIFICATIONS AND DESCRIPTIONS**

### ***11.01 - Job Descriptions***

- (a) All positions shall have a job description.
- (b) An employee shall receive a copy of his/her job description.
- (c) Prior to any change in the job description the Union shall be provided with one month's notice of the proposed change. The Union shall have the right to challenge changes in job descriptions which are material in nature in accordance with Article 4 and Article 5.
- (d) The Union and the employee shall receive a copy of the altered job description.
- (e) The Company shall ensure that the Union is provided with up-to-date information on job qualifications and selection criteria.

### ***11.02 - No Other Duties***

- (a) No employee shall be required to perform any duties other than those required in his/her job description.
- (b) Tradespersons shall not be required to work as trades helpers.

### ***11.03 - Catering Department***

The Company agrees that employees of the Catering Department shall not be required to:

1. chip, scale or paint;
2. sougee, except within accommodations;

3. enter the Engine Room for any purpose except in the case of emergencies and for familiarization and training with respect to emergencies, and except for OFA's in the performance of their duties.

#### **11.04 - New Classifications**

- (a) The Company agrees not to introduce a new classification within the bargaining unit without prior notification to the Union. The parties shall have 14 calendar days from the date notice was given to reach agreement on rating the new classification(s) in accordance with the Job Classification Process.
- (b) The classification of positions is specified in Appendix C - Salary Rates and reflects the relative worth of positions between grades. The Job Classification Process is intended to compare new or changed positions on the basis of such factors as knowledge, responsibility, qualifications, problem-solving, working conditions and other relevant considerations to establish benchmark positions within each grade.
- (c) If the parties are unable to reach agreement, the Company may implement the pay grade and rate for the new classification(s) and the Union may submit the dispute to the formal appeal process in accordance with the Job Classification Dispute Resolution Process.
- (d) Any salary adjustments shall be retroactive to the date of appointment to the position.

#### **11.05 - Introduction of New Vessels**

The parties recognize that discussion should take place with respect to crew accommodation, vessel designation, and other matters of common interest prior to the introduction of new vessels. To this end, the parties agree to meet, pursuant to clause 2.11 of the Collective Agreement.

### **11.06 - Job Classification Dispute Resolution Process**

- (a) Where there is a disagreement in the wage rating of a new classification, or where the Union disputes the wage setting where there has been a significant change in the duties, the Company agrees to meet and explain the rationale for the determination of the compensation rate. The explanation, which shall be in writing if requested, shall reflect the process and considerations described in clause 11.04(b). Where differences remain pertaining to the Company's setting of compensation rates, the Union retains the right to seek remedy through the grievance procedure commencing at step 2 of Article 4.
- (b) Where the resolution to a dispute results in a higher salary, the new rate shall be retroactive to the date the duties commenced being performed by the employee.

## **ARTICLE 12 - WORKFORCE ADJUSTMENT \*\***

### **12.01 - Workforce Adjustment**

- (a) The parties recognize that workforce adjustments may be necessary due to a reduction in the amount of work required to be done by the Company, the reorganization of work, contracting out, the relocation of positions, and changes in or the elimination of programs and services.
- (b) The Company shall provide the Union in writing with 45 calendar days notice (30 calendar days for individual or group layoffs affecting 5 or less employees) of the workforce adjustment. The notice shall identify the reason for the workforce adjustment, the classification and location of employees directly affected, whether the Company intends to implement a pre-adjustment canvass, and the nature of such canvass. This notice may run concurrent with any notice of layoff to regular employees in accordance with Clause 12.04.

- (c) The Company will consult with the Union regarding the workforce adjustment and shall meet within seven (7) calendar days of receipt of the notice referred to in Clause 12.01(b) in order to work cooperatively to facilitate the workforce adjustment in the best manner possible for the employees affected.

## **12.02 - Workforce Adjustment Processes \*\***

The following processes are available to facilitate workforce adjustments:

### **(a) Pre-Adjustment Canvass**

1. At the discretion of the Company, a pre-adjustment canvass may be implemented. The pre-adjustment canvass may be general or targeted to specific employee classifications, work groups, or work locations.
2. The pre-adjustment canvass shall call for eligible employees to decide within fourteen (14) calendar days whether they want to retire, to take early retirement, or to sever their employment. A copy of the notice to employees shall be provided to the Union.
3. A decision made by an employee to retire, take early retirement or to sever his or her employment that is confirmed by the Company shall be final and binding.
4. A pre-adjustment canvass of employees wishing to accept a voluntary severance may be conducted at any time during the above process.

### **(b) Workforce Adjustment - Regular Employees**

1. Where the Company decides not to implement a pre-adjustment canvass, or where such canvass does not result in the degree of flexibility required to meet the objectives of the workforce adjustment, the Company will provide regular employees with

notice of layoff in reverse order of service seniority, except where such notice is specifically related to a decision under Article 14 in which case those regular employees who are directly affected will be given notice of layoff. A copy of the notice to regular employees shall be provided to the Union.

2. The notice of layoff shall be effective 30 calendar days from the date of issuance, unless the following occurs:
  - i) the regular employee is offered and accepts a vacant position, for which he or she is qualified, at the employee's current point of assembly,
  - ii) the regular employee is offered and accepts the opportunity for reasonable training and familiarization so that he or she is eligible to work in an alternate position which is vacant at his/her current point of assembly,
  - iii) the regular employee is offered and accepts placement into a vacant position for which he/she is qualified through transfer to another point of assembly,
  - iv) the regular employee bumps the most junior regular employee in any position for which he/she is qualified, within his/her work unit, at the employee's current point of assembly,
  - v) the regular employee bumps the most junior regular employee in any position for which he/she is qualified, outside his/her work unit, at the employee's current point of assembly,
  - vi) the regular employee bumps the most junior regular employee in any position for which he/she is qualified, within his/her work unit, at another point of assembly,

- vii) the regular employee bumps the most junior regular employee in any position for which he/she is qualified, outside his/her work unit, at another point of assembly, or;
  - viii) the regular employee may elect to sever at any time during this process or be placed on re-call.
  - ix) With the exception of option (viii) the above options are to be followed in a cascading order such that the preceding option must be exhausted prior to considering the next option.
3. For the purposes of this Article, Work Unit shall be as defined in Article 1.02. Upon notice been given pursuant to clause 12.02 (b)(2) above, an employee shall have 14 calendar days to reply to the notice of layoff options provided. A decision made by a regular employee to accept a transfer that is confirmed by the Company shall be final and binding.
  4. A regular employee who is offered and accepts a vacant position or who bumps shall be salary protected until such time as their current rate of pay is equal to or exceeds their protected rate of pay.
  5. Relocation expenses shall be paid when a regular employee accepts a placement into a vacant position through transfer or who bumps. A regular employee who is placed into a vacant position, including one obtained through a transfer, or who bumps shall be required to serve a 120 working day trial period to determine his/her ability to meet the requirements of the new job. An employee who fails to meet the requirements of the job at any time during his/her trial period shall be severed or placed on re-call. An employee in receipt of relocation

expenses who subsequently fails the 120 day trial period must refund the relocation expenses.

6. Should a regular employee be bumped as a result of a senior employee exercising his or her seniority rights in accordance with this Article, then that employee shall have bumping rights in accordance with Clause 2 (i) through (ix).
7. If the company believes a placement, transfer or bump is impractical or that an employee is unsuitable for a placement or transfer it shall advise the Union.

(c) ***Workforce Adjustment Casual Employees***

1. Casual employees shall be given notice of layoff in reverse order of seniority, except where such notice is specifically related to a decision under Article 14 in which case those casual employees who are directly affected will be given notice of layoff. A copy of the notice to casual employees shall be provided to the Union.
2. The notice of layoff shall be effective 30 calendar days from the date of issuance, unless the following occurs:
  - i) the casual employee is offered the opportunity for training and familiarization for recall in another classification at his/her current point of assembly,
  - ii) the casual employee is offered and accepts the opportunity to be recalled at another point of assembly in their current classification, or;
  - iii) the casual employee elects to sever their employment.
3. Relocation expenses shall not be paid when a casual employee accepts the opportunity to be recalled at another point of assembly.

4. Upon notice been given pursuant to clause 12.02 (c) (1) above, an employee shall have 14 calendar days to reply to the notice of layoff options provided. A decision made by a casual employee to accept a transfer that is confirmed by the Company shall be final and binding.

### ***12.03 - Layoff***

In the event of a layoff, employees shall be laid off at the point of assembly in the following order:

1. Seasonal employees shall be severed prior to casual or regular employees being laid off.
2. Casual employees shall be laid off in reverse order of service seniority prior to regular employees.
3. Regular employees shall be laid off in reverse order of service seniority.

### ***12.04 - Notice to Regular Employees on Leave***

Notice to regular employees on STIIP for more than 30 calendar days, WCB, LTD or serving an apprenticeship shall be effective the date of receipt. The employee shall provide the Company with 14 calendar days' notice of the date upon which he/she can return to work. The Company will confirm the placement of the employee into a vacant position for which he/she is qualified at the employee's current point of assembly, or facilitate the ability to exercise the remaining options under Clause 12.02 (b) 2 above.

### ***12.05 - Severance Pay***

- (a) A regular employee, or casual employee with 5 or more years of service, whose employment is severed shall be entitled to severance pay of three (3) weeks basic pay for each year of completed service and a pro-rated amount for any partial year of service to a maximum of fifty-two (52) weeks' basic pay.
- (b) A casual employee with less than 5 years of service whose employment is severed shall be entitled to

severance pay of one (1) week's basic pay for each completed year of service and a pro-rated amount for any partial year of service to a maximum of twelve (12) weeks' basic pay.

### **12.06 - Recall**

- (a) The Company shall create a recall list that shall indicate the name, service seniority, former classification and point of assembly and current classification and point of assembly of regular employees who are laid off. A copy of the list shall be provided to the Union.
- (b) Regular employees on the recall list shall return to their former classification, employment status, and point of assembly in order of service seniority when a vacancy arises. An employee on the recall list who does not accept a vacancy when offered shall be deemed to have resigned and shall not be entitled to severance pay.
- (c) A regular employee shall have his/her name remain on the recall list until:
  - 1. he/she receives an appointment through Clause 10.07,
  - 2. he/she returns to his/her former classification, employment status, and point of assembly, or
  - 3. two (2) years have passed from the last day worked by the employee; whichever occurs first.
- (d) Should a regular employee on the recall list accept a casual assignment, such casual assignment shall not affect his or her recall rights under this Clause.

## **ARTICLE 13 - TECHNOLOGICAL CHANGE**

### **13.01 - Notice**

- (a) Three months before the introduction of any technological change, the Company shall notify the Union of the proposed change.

- (b) The Company shall provide, as soon as available, the following information:
  - 1. nature of the change(s);
  - 2. the date the change(s) shall take place;
  - 3. approximate number, type and location of employees likely to be affected by the change(s)
  - 4. any other pertinent data relating to the change(s).
- (c) At the request of either party a meeting shall be held under clause 2.11 to exchange information with respect to workplace technology.

### ***13.02 - Filling New Positions***

- (a) Employees who are affected by the technological change(s) shall be given the first opportunity to fill any new positions created as a result of the change(s).
- (b) Any employee who is displaced from his/her job by the technological change(s) shall be given the first opportunity to fill other vacancies, subject to his/her ability to meet the requirements of the job.

### ***13.03 - Retraining***

Regular employees who are assigned by the Company to work with new technology shall receive a reasonable period of training and familiarization. Employees involved in training and familiarization under this clause shall receive their basic pay for the period of training and familiarization. Where the employee cannot meet the job requirements upon completion of the training and familiarization period, the employee shall be offered the options under clause 13.04.

### ***13.04 - Failure to Meet Job Requirements***

Where an employee fails to meet the job requirements upon completion of the training and familiarization period, the following options shall be available:

1. Assignment to a vacancy for which the employee has the ability to meet the requirements of the job. The Company shall endeavour to utilize the normal turnover of employees in its operation during the period in which technological change is being implemented.
2. Elect to bump or receive severance pay in accordance with Article 12.
3. Elect early retirement if s/he qualifies.

## **ARTICLE 14 - CONTRACTING OUT \*\***

- (a) Except as otherwise provided for in this Article, the Company agrees not to contract out work presently performed by employees covered by this Agreement which would result in the laying off of such employees.
- (b) Prior to any work, which is presently performed by employees covered by this agreement, being contracted out, the Company shall determine whether the work can be done by the B. C. Ferry Services Inc. based on:
  - i) its operational needs;
  - ii) the capability of its work force; and
  - iii) whether the work can be done in a cost effective and competitive manner, including the availability of resources.
- (c) Notwithstanding the foregoing provisions, where the Company, after considering the requirements of (b) above, determines that it will seek additional or alternative service providers to provide ferry services on designated routes, the Company shall meet to discuss and provide the Union with the documents which constitute the request for proposal to bidders on this work. The Union shall be given an opportunity to discuss with the Company whether the members of the Union could continue to perform the work in a

manner which would satisfy Clause (b) above and the terms of the request for proposal.

- (d) If the Union provides a written proposal as to how the members of the Union could satisfy Clause (b) above and the terms of the Request for Proposal, the Company shall give the Union's proposal due consideration. Due consideration shall mean that the Company has considered the proposal in good faith and has met with the Union to provide it with reasons for its decision to reject or accept the Union's proposal.
- (e) In considering the contracting out of ferry services on designated ferry routes, the Company's decision has to be made in good faith and pursuant to a bona fide business purpose.
- (f) Notwithstanding the above, the Company may contract out work in emergencies.
- (g) If having satisfied the provisions of this Article, the Company decides to proceed to contract out or to proceed with additional or alternative service providers to provide ferry services on designated ferry routes, employees directly affected shall be subject to work force adjustment in accordance with Article 12. The Company shall consult with the Union through a Work Force Adjustment Committee in accordance with Clause 12.01 (c).
- (h) Where the Company decides to contract out work, all such contracting out shall be awarded to unionized Companies, provided the service required is available from unionized Companies on terms which satisfy the provisions of this Article. In particular, it must take into account whether the work can be done in a cost effective and competitive manner, including the availability of resources.
- (i) Any disputes arising from this Article shall be referred to an Arbitrator per Article 5 of the Collective Agreement.

## **ARTICLE 15 - PAYMENT OF WAGES**

### ***15.01 - Rates of Pay***

- (a) An employee shall be paid in accordance with Appendix C.
- (b) Pay cheques shall be directly deposited to an employee's account at a financial institution of his/her choice.
- (c) A regular employee and a casual employee who is eligible for benefits under clause 8.03 shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds.
- (d) Notification of deposit advices shall be distributed in a confidential manner.
- (e) Employees shall be paid semi-monthly. Pay cheques shall be deposited in the employee's account one complete banking day prior to the 15th and the last day of the month, whenever possible.
- (f) If the direct deposit is not available on the pay day, the Company shall arrange for the employee to be provided with an adequate advance on his/her salary.

### ***15.02 - Substitution Pay***

- (a) An employee who temporarily substitutes in or performs the principal duties of another classification shall receive the rate of pay for that classification or his/her regular pay, whichever is greater.
- (b) An employee travelling to or from an assignment where s/he has substituted to a higher paying position on that day, or will be substituting to a higher paying position on that day, shall be paid for the travel time at the higher rate of pay.
- (c) An employee who substitutes into an excluded position shall receive written confirmation of the rate

of pay prior to working in the position and shall receive a copy of the applicable job description.

### ***15.03 - Reclassification of Position***

An employee shall not have his/her basic salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee him/herself.

### ***15.04 - Overpayment of Wages***

- (a) Repayment of excess wages paid by the Company to an employee shall be in the same amounts as the excess was received by the employee for a period not to exceed one year. In the event an employee is terminated, the overpayment shall be recovered from the final pay cheque.
- (b) Regular employees shall be provided with one month's written notice of the Company's intent to recover any excess payment. The notice shall specify the amount and period of the overpayment, the reason for the overpayment and the method of repayment. In the event of a dispute respecting any overpayment or alleged overpayment, the matter shall be subject to the grievance procedure pursuant to Article 4 and no deduction shall be made from an employee's salary until the dispute has been resolved.
- (c) Casual employees shall be provided with 15 days' written notice of the Company's intent to recover any excess payment.

### ***15.05 - Underpayment of Wages***

When an employee has been underpaid, the Manager, Payroll or designate, shall, within 15 days of being informed of the underpayment, issue to the employee a cheque in the amount of the underpayment.

### **15.06 - Pay Equity – Salary Protection**

Salary protection shall apply retroactively to September 1, 1994 for employees in the employ of the B.C. Ferry Corporation on November 1, 1994 according to the following:

1. An employee working in a job listed below whose job, under Pay Equity, is evaluated at a lower rate than currently being paid shall have his/her salary protected for as long as s/he remains in that job.
  - i) Bodily Injury Adjuster
  - ii) Control Agent
  - iii) Tourist and Group Representatives - Reservations
  - iv) Ticket Agents
  - v) Terminal Cashier
  - vi) Mail Clerk
  - vii) Administrative Clerk - Payroll
  - viii) Information Clerk - Marketing
  - ix) Ticket Agent - Reservations
  - x) Cost Control Clerk
2. An employee hired prior to November 1, 1994 who has substituted into the jobs listed in 1 above shall have his/her salary protected for future substitution, casual assignments and appointments to these jobs.

## **ARTICLE 16 - HOURS OF WORK \*\***

### **16.01 - Seven Day Operations (except for clause 16.03)**

- (a) The standard daily hours, inclusive of meal and rest periods, shall be as follows:
  1. eight hours for Chief Engineers/ Senior Chief Engineers and all Deck and Catering personnel;
  2. seven and one-half hours for all other employees, except as otherwise provided in this Agreement.

- (b) The shift schedule shall be on the basis of two days on and one day off.
- (c) The shift schedules are inclusive of a built-in allowance for designated paid holidays.
- (d) Regular employees covered under clause 16.01(a)1. shall, on January 1 of each year, be credited with 17 days of paid time off for working an eight hour day.
- (e) Regular employees receiving temporary appointments to eight hour positions or from eight hour positions covered by this clause shall have their 17 day entitlement recalculated on a monthly basis.
- (f) Employees appointed to positions covered by clause 16.01(a)1. shall have 17 days of paid time off credited on the basis of 1.42 days for each month remaining in the calendar year. These employees shall receive 1.42 days provided they work ten days in those positions in the first month. Overtime shall apply if they work less than ten days. The reverse is the case for employees leaving positions covered by clause 16.01(a)1.
- (g) The options outlined under clause 18.14 and clause 18.15 will apply to clause 16.01(d) and clause 16.01(f).

## ***16.02 - Monday to Friday Operations***

### **I. BCFS Richmond and Maintenance Operations**

- (a) Monday to Friday shall be the standard work week.
- (b) The standard daily hours shall be seven, exclusive of meal breaks.
- (c) Number 1 Shift - 0700 to 1100 and 1130 to 1430
- (d) Number 2 Shift - 1430 to 1830 and 1900 to 2200.

### **II. All Office Staff (except Seven-Day Operations)**

- (a) Monday to Friday shall be the standard work week.
- (b) The standard daily hours shall be seven, exclusive of meal breaks, between the hours of 0800 and 1700.

### **16.03 - Schedules - Clerical and Stores (Seven Day Operations) \*\***

For those clerical and stores employees working continuous shift systems, the following shall apply:

1. The shift schedule shall be on the basis of two days on and one day off.
2. The work day shall be seven and one-half straight-time hours per day, exclusive of meal breaks.
3. Overtime rates shall apply to all hours worked in excess of seven and one-half straight-time hours per day.
4. Where a full-time employee is deducted sick leave pursuant to Article 23 of this Agreement, the deduction of a day shall be considered to be a seven-hour day, regardless of the length of the regularly scheduled work day.
5. Where an employee is granted vacation pursuant to Article 20 of this Agreement, and where the regularly scheduled work day 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.
6. Each employee shall be credited with 84 hours in his/her vacation bank in compensation for designated paid holidays. This credit may be taken in conjunction with annual vacation or at mutually agreed times within the current leave year.

### **16.04 - Seven Day Operations (Northern Islands) \*\***

The work schedules outlined in Table "A" and the following provisions shall apply to the Northern Gulf Island routes that were amalgamated with the British Columbia Ferry Corporation on October 1, 1985.

- (a) Watch schedules shall be on a 12 month basis.

- (b) 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 work day.
- (c)
1. Where the length of the scheduled work day and/or shift pattern vary during the year, the Scheduled Surplus Differential (SSD) shall be based on the scheduled work day length which is in effect for each day worked.
  2. Annual Scheduled Time Off (ASTO) shall be scheduled on an annual basis, taking into account expected annual variation in the length of the scheduled work day.
  3. The length of the scheduled work day used in calculating the SSD shall be the average of the day, afternoon and night shift scheduled work days.
  4. The SSD shall be based on the employee's basic pay and paid monthly. Any necessary adjustments shall be calculated once per year with Dec. 31 as the cut-off date.
  5. Employees on educational leave or in receipt of Short Term Illness and Injury Plan benefits for a period in excess of one full watch or its equivalent shall not be entitled to SSD.
  6. Adjustments to SSD payments shall 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 work day 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 work day shall be seven hours; the maximum scheduled work day shall be nine and one-half hours. The minimum average scheduled work day shall be seven and one-half hours

(f)

1. ASTO shall be calculated and scheduled on a calendar year basis and except as provided in 2. below; scheduled on a seniority-based employee preference scheme to ensure full-time employment of all regularly appointed ASTO relief employees. No employee shall exercise his/her seniority for more than one continuous period of ASTO per year.
2. Where the Company can demonstrate that the ASTO scheduled on a yearly basis does not meet the requirements of ensuring full-time employment as in 1. above, 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, his/her preference.
  - ii) Where more than one employee of the same classification has scheduled ASTO at the same time and the employees cannot resolve it between them, the senior employee may exercise his/her seniority rights.
  - iii) No employee shall be permitted to exercise his/her seniority in more than one block per year and more than once in that block.
  - iv) The Company reserves the right to schedule ASTO on a reverse seniority basis where no employee chooses ASTO pursuant to this paragraph.

- v) No employee shall be forced to take more than one-half of his/her ASTO entitlement in any one block.
  - vi) The number of blocks shall be decided by mutual agreement at the local level. There shall be a minimum of two blocks and a maximum of four blocks.
3. For each vessel, 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 shall be made to accommodate the employee's ASTO choice.
  4. An employee may advise the Company in writing once a year that s/he wishes 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 his/her seniority rights with respect to that ASTO schedule in that block. However, every effort shall be made to grant ASTO at the time of the

transferred employee's choice, providing that this does not result in a shortfall of hours in the regular ASTO employee's hours of work. Notwithstanding clause 16.04(h), the transferred employee shall be able to take all his/her ASTO in the calendar year.

- (g) Overtime compensation may be taken in cash or compensatory time off. Compensatory time off may be elected twice per calendar year and taken on the following basis:
1. Compensatory time off taken must be not less than a full watch cycle unless by mutual agreement.
  2. Vacation entitlement not accounted for in SSD may be added to compensatory time off and taken as per 1. above.
  3. Time taken under 1. and 2. above shall not exceed 15 work days per year except by mutual agreement.
  4. Time not taken under 1. and 2. above shall be paid in cash or accounted for under paragraph 16.04(h).
  5. Time off to be taken under 1. and 2. above may be scheduled by the Company in the final quarter of the year if no preference has been given by the employee by that time, or the employee may opt to be paid his/her outstanding balance in cash.
- (h) The accumulation of all time (including ASTO vacation not accounted for in Table A 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 half shift blocks where the working days of the shift pattern are 10 days or more. Where the working days of the shift pattern are less than 10 days, such time shall be taken in full shift blocks.

Notwithstanding the above, employees shall be entitled to take time off by shift length day provided no cost accrues to the Company.

(i)

1. Casual employees shall work days as required within the month.
2. Define “watch month” for casual employees as whichever of 27, 28 or 30 days is a multiple of the watch period, i.e. for a 10:5 watch period, watch month is 30 days; for a 6:3 watch period, watch is 27 days.
3. Casual employees shall be paid overtime rates for all hours worked in excess of scheduled hours for the shift on which they work.
4. Casual employees shall be paid double the straight-time rate for all scheduled hours worked in excess of 152.25 hours in the appropriate “watch month” as worked by the regular watch.
5. Casual 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. Casual employees who complete a full shift pattern are entitled to the rest period appropriate to the particular shift pattern pursuant to Table A. Work performed on such rest days shall be considered overtime pursuant to paragraph 18.02(c)2.
7. Casual employees do not qualify for recall pursuant to Article 12 during their days of rest.
8. No employee shall start a new watch month until his/her previous watch month has ended.

(j)

1. The length of the scheduled shift (work day) and the shift pattern (watch) may vary within the year to meet operational requirements.
2. Shift changes for employees required to be with a vessel during annual refit shall be made to make scheduled work days coincide with refit work days which are based on the hours of work at the applicable shipyard.
3. Employees required to deliver a vessel to and from refit shall be paid applicable overtime rates for hours worked in excess of their regularly scheduled work day. Where the return delivery job abuts a refit work day, then the length of that refit work day shall be used as the length of the work day.
4. Shipyard hours shall commence on the first work day at the shipyard and conclude on the last day at the shipyard.
5. Employees required to be with the vessel at refit shall work their regular shift up to the commencement of refit. Such employees shall resume their regular shift upon the completion of refit.
6. The actual hours worked during refit shall be measured against those hours which would have been worked had the employee remained on his/her regular work schedule. The period used for such comparison shall commence on the first day of the last full watch period prior to refit and end on the last day of the first watch period after refit. Any shortfall resulting from such comparison shall be forgiven. Any surplus resulting from such comparison may be compensated in cash or time off in accordance with (g).

7. Employees shall be provided with reasonable, shared transportation between the shipyard and their provided residence during the period of refit.

(See Table A, next page)\*\*

# ARTICLE 16.04 TABLE "A"

365.25 days in a Calendar Year

1827 Annual Hours of Work

LENGTH OF SCHEDULED WORK DAY  (HOURS)	SHIFT PATTERN	ANNUAL EARNED TIME OFF (DAYS)	STATUTORY LIEU DAYS (DAYS)	MINIMUM ANNUAL VACATION (DAYS)	ANNUAL SURPLUS TIME (DAYS)	
7.50	4 : 2	-0.1	11.2	14.0	25.1	
7.75	4 : 2	7.8	10.8	13.5	32.1	
8.00	4 : 2	15.3	10.5	13.1	38.9	
8.25	4 : 2	22.0	10.2	12.7	44.9	
8.50	4 : 2	28.6	9.8	12.4	50.8	
8.75	4 : 2	34.7	9.6	12.0	56.3	
9.00	4 : 2	40.5	9.3	11.7	61.5	
9.25	4 : 2	46.0	9.1	11.4	66.5	
9.50	4 : 2	51.2	8.8	11.1	71.1	
7.50	6 : 3	-0.1	11.2	14.0	25.1	

	ANNUAL SCHEDULED TIME OFF  (DAYS)	ANNUAL EXCESS DAYS WORKED (DAYS)	ANNUAL EXCESS HOURS WORKED (AEHW) (HOURS)	2.0 X AEHW (2AEHW)  (HOURS)	DIFFERENTIAL  $\frac{(2AEHW) \times 100}{1827}$ (PERCENT)
	5 x 4 = 20	5.1	38.3	76.6	4.2%
	6 x 4 = 24	1.1	8.3	16.6	0.9%
	6 x 4 = 24	8.1	62.8	125.6	6.9%
	7 x 4 = 28	4.1	31.8	63.6	3.5%
	7 x 4 = 28	10.9	87.2	174.4	9.5%
	8 x 4 = 32	6.9	55.2	110.4	6.0%
	9 x 4 = 36	2.9	23.2	46.4	2.5%
	9 x 4 = 36	8.9	73.4	146.8	8.0%
	10 x 4 = 40	4.9	40.4	80.8	4.4%
	11 x 4 = 44	0.9	7.4	14.8	0.8%
	10 x 4 = 40	10.8	91.8	183.6	10.0%
	11 x 4 = 44	6.8	57.8	115.6	6.3%
	12 x 4 = 48	2.8	23.8	47.6	2.6%
	12 x 4 = 48	8.3	72.6	145.2	7.9%
	13 x 4 = 52	4.3	37.6	75.25	4.1%
	13 x 4 = 52	9.5	85.5	171.0	9.4%
	14 x 4 = 56	5.5	49.5	99.0	5.4%
	15 x 4 = 60	1.5	13.5	27.0	1.5%
	14 x 4 = 56	10.5	97.1	194.2	10.6%
	15 x 4 = 60	6.5	60.1	120.3	6.6%
	16 x 4 = 64	2.5	23.1	46.3	2.5%
	15 x 4 = 60	11.1	105.5	211.0	11.5%
	16 x 4 = 64	7.1	67.5	135.0	7.4%
	17 x 4 = 68	3.1	29.5	58.9	3.2%
	3 x 6 = 18	7.1	53.3	106.6	5.8%
	4 x 6 = 24	1.1	8.3	16.6	0.9%

# ARTICLE 16.04 TABLE "A"

365.25 days in a Calendar Year

1827 Annual Hours of Work

LENGTH OF SCHEDULED WORK DAY  (HOURS)	SHIFT PATTERN	ANNUAL EARNED TIME OFF (DAYS)	STATUTORY LIEU DAYS (DAYS)	MINIMUM ANNUAL VACATION (DAYS)	ANNUAL SURPLUS TIME (DAYS)	
7.75	6 : 3	7.8	10.8	13.5	32.1	
8.00	6 : 3	15.3	10.5	13.1	38.9	
8.25	6 : 3	22.0	10.2	12.7	44.9	
8.50	6 : 3	28.6	9.9	12.4	50.9	
8.75	6 : 3	34.7	9.6	12.0	56.3	
9.00	6 : 3	40.5	9.3	11.7	61.5	
9.25	6 : 3	46.0	9.1	11.4	66.5	
9.50	6 : 3	51.2	8.8	11.1	71.1	
7.50	14 : 7	-0.1	11.2	14.0	25.1	
7.75	14 : 7	7.8	10.8	13.5	32.1	
8.00	14 : 7	15.1	10.5	13.1	38.7	
8.25	14 : 7	22.0	10.2	12.7	44.9	
8.50	14 : 7	28.6	9.9	12.4	50.9	
8.75	14 : 7	34.7	9.6	12.0	56.3	
9.00	14 : 7	40.5	9.3	11.7	61.5	

	ANNUAL SCHEDULED TIME OFF  (DAYS)	ANNUAL EXCESS DAYS WORKED (DAYS)	ANNUAL EXCESS HOURS WORKED (AEHW) (HOURS)	2.0 X AEHW (2AEHW)  (HOURS)	DIFFERENTIAL  (2AEHW) x 100 1827 (PERCENT)
	4 x 6 = 24	8.1	62.8	125.6	6.9%
	5 x 6 = 30	2.1	16.3	32.6	1.8%
	5 x 6 = 30	8.9	71.2	142.4	7.8%
	6 x 6 = 36	2.9	23.2	46.4	2.5%
	6 x 6 = 36	8.9	73.4	146.8	8.0%
	7 x 6 = 42	2.9	23.9	47.8	2.6%
	7 x 6 = 42	8.9	75.7	151.4	8.3%
	8 x 6 = 48	2.9	24.7	49.4	2.7%
	8 x 6 = 48	8.3	72.6	145.2	7.9%
	9 x 6 = 54	2.3	20.1	40.2	2.2%
	9 x 6 = 54	7.5	67.5	135.0	7.4%
	10 x 6 = 60	1.5	13.5	27.0	1.5%
	10 x 6 = 60	6.5	60.1	120.2	6.6%
	11 x 6 = 66	0.5	4.6	9.2	0.5%
	10 x 6 = 60	11.1	105.5	211.0	11.5%
	11 x 6 = 66	5.1	48.5	97.0	5.3%
	1 x 14 = 14	11.1	83.3	166.6	9.1%
	2 x 14 = 28	4.1	31.8	63.6	3.5%
	1 x 14 = 14	24.7	197.6	395.2	21.6%
	2 x 14 = 28	10.7	85.6	171.2	9.4%
	2 x 14 = 28	16.9	139.35	278.7	15.3%
	3 x 14 = 42	2.9	23.9	47.8	2.6%
	2 x 14 = 28	22.9	194.7	389.4	21.3%
	3 x 14 = 42	8.9	75.7	151.4	8.3%
	4 x 14 = 56	0.3	2.6	5.2	0.3%
	4 x 14 = 56	5.5	49.5	99.0	5.4%

ARTICLE 16.04 TABLE “A”

365.25 days in a Calendar Year  
1827 Annual Hours of Work

LENGTH OF SCHEDULED WORK DAY  (HOURS)	SHIFT PATTERN	ANNUAL EARNED TIME OFF (DAYS)	STATUTORY LIEU DAYS (DAYS)	MINIMUM ANNUAL VACATION (DAYS)	ANNUAL SURPLUS TIME (DAYS)	
9.25	14 : 7	46.0	9.1	11.4	66.5	
9.50	14 : 7	51.2	8.8	11.1	71.1	
10.00	1 : 1	-0.1	8.4	10.5	18.8	
12.00	14 : 14	30.4	7.0	8.8	46.2	
12.00	15 : 15	30.4	7.0	8.8	46.2	

	ANNUAL SCHEDULED TIME OFF  (DAYS)	ANNUAL EXCESS DAYS WORKED (DAYS)	ANNUAL EXCESS HOURS WORKED (AEHW) (HOURS)	2.0 X AEHW  (2AEHW)  (HOURS)	DIFFERENTIAL  <u>(2AEHW) x 100</u> 1827 (PERCENT)
	3 x 14 = 42	24.5	226.6	453.2	24.8%
	4 x 14 = 56	10.5	96.9	193.8	10.6%
	4 x 14 = 56	15.1	143.5	287.0	15.7%
	5 x 14 = 70	1.1	10.5	21.0	1.1%
	1 x 14 = 14	4.8	48.0	96.0	5.3%
	2 x 14 = 28	18.2	218.4	436.8	23.9%
	3 x 14 = 42	4.2	50.4	100.8	5.5%
	2 x 15 = 30	16.2	194.4	388.8	21.3%
	3 x 15 = 45	1.2	14.4	28.8	1.6%

### **16.05 - Dock Repair Operations**

- (a) The standard daily hours for the Dock Repair Operations shall be either:
  - 1. seven hours, exclusive of meal breaks, Monday through Friday; or
  - 2. eight hours and 50 minutes, exclusive of meal breaks, Monday through Thursday.
- (b) Each Dock Repair Operations group at each point of assembly shall be entitled to change from their existing schedule to either (a)1. above  
or (a)2. above by a two-thirds vote of affected regular employees.
- (c) For those employees choosing:
  - 1. A 7-hour day, the standard daily hours shall start at 0730.
  - 2. An 8 hour, 50 minute day, the standard daily hours shall start at 0730.
- (d) Schedules are in effect from January 1 to December 31.
- (e) The 8 hour, 50 minute day shall include five minutes which is accrued for designated paid holidays.
- (f) Vacation for the 8 hour, 50 minute day shall be converted to hours and drawn down in 8 hour and 50 minute days.
- (g) For the purposes of STIIP, Bereavement Leave, Special Leave, Court Leave and Family Illness Leave, a day shall be a day. The STIIP ex-pay shall be based on the length of the day.
- (h) Casual employees entitled to designated paid holidays in accordance with clause 8.06 shall receive seven hours pay.
- (i) Pre-retirement leave taken by these employees shall be scheduled in accordance with (a)1. above.

### **16.06 - Ten Hour Vessels**

- (a) The standard daily hours, inclusive of the meal and rest periods, shall be ten hours for all Deck, Catering and Chief Engineer personnel.
- (b) The shift schedule shall be on the basis of one day on and one day off.
- (c) The shift schedules are inclusive of a built-in allowance for designated paid holidays.
- (d) Where an employee is granted vacation pursuant to Article 20 of this Agreement, the minimum annual vacation entitlement shall be 15 ten hour days. Where a regular employee is entitled to more than the minimum vacation entitlement, the difference between his/her vacation entitlement and the minimum vacation entitlement may be taken as leave at a later date by mutual agreement.
- (e) Employees working a ten hour shift shall receive a differential of 5% in addition to their basic pay.

### **16.07 - Shortfall of Shifts**

There shall be no pay back for shortfall of working-hours in the shift system.

### **16.08 - Work Schedules**

- (a) The purpose of this clause is to provide the parties with the maximum opportunity for consultation and for reaching mutually agreeable shift changes where they are required.
- (b) Where the Company contemplates a major change in the provision of service which would result in shift changes, the Company agrees to provide the crews involved and the Union at least two weeks' notice. However, where major shift changes are required as a result of demonstrated changes in public demand, the Company reserves the right to make such changes after the notification outlined above has been made.

### **16.09 - Rest Periods and Meal Breaks**

- (a) Employees shall be entitled to a meal break as close as practicable to the middle of the shift.
- (b) 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 break. 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 break or the end of the shift. Rest periods shall be taken without loss of regular pay to the employee.
- (c) For employees working on ten hour vessels, rest periods may be taken two hours after commencing a shift and at subsequent two hour intervals during the work day.

### **16.10 - Flex-Time/Modified Work Week (Clerical)**

- (a) Any flex-time program shall be subject to the following:
  - 1. termination by either party, upon three months' written notice;
  - 2. agreement by the local office and employees affected;
  - 3. the work day for employees on flex-time not to exceed ten hours;
  - 4. the averaging period for employees on flex-time to be 70 hours per two-week period.
- (b) General Conditions
  - 1. Subject to (a) above, employees in each department shall elect whether they wish to participate in a flex-time operation. They shall be bound by their election for one year, except as mutually agreed between the employee and the Company.

2. Casual and Seasonal employees are not eligible for flex-time.

(c) Payroll, Accounting & Revenue Departments - Head Office and Little River

1. The participating employees shall work 14 seven and one-half hour days (exclusive of meal breaks) in fixed three-week blocks. Days off shall be scheduled subject to operational requirements, but every reasonable effort shall be made to schedule them on Mondays or Fridays.
2. Vacation, C.T.O., STIP, Special Leave and Education Leave shall be at seven hours per day. The one-half hour shortage shall be deducted from the employee's banked overtime or scheduled at a later date. Employees who are absent for extended periods of time shall be placed on a standard 5:2 schedule.
3. Employees on Union Leave shall be maintained on the modified schedule and the Union shall be charged seven and one-half hours for each day the employee is absent from work.
4. Substitution pay shall not be paid when it results from an employee being on a day off.
5. Employees in the Revenue Department may revert back to a standard 5:2 shift for the period of the summer schedule.
6. The lunch break shall be one-half hour, or as mutually agreed at the local level.
7. All other terms and conditions of the current Collective Agreement shall apply.

(d) Information Technology Services Sustainment

1. Each work day shall consist of not less than four and one-half hours and not more than eight and one-half hours, exclusive of meal breaks. Employees

may schedule entire days as leave, subject to operational requirements of the department and prior approval of their supervisor.

2.

- i) Flexibility of hours of work for all employees except the computer operators shall be between 0800 and 1700, Monday to Friday.
- ii) Flexibility of hours of work for the computer operators shall be between 0600 and 2200, Monday to Friday.
- iii) All authorized work performed outside of the above hours shall be paid at the overtime rate.

3. Core hours are from 0930 to 1200 and from 1330 to 1530, except for computer operators whose core hours shall be from 0630 to 1100 for the first shift and from 1500 to 1930 for the second shift.

4. Vacation, C.T.O., STIP, Special Leave and Education Leave shall be at seven hours per day. Second shift premium shall be paid to computer operators for hours actually worked on the second shift.

5.

- i) Meals shall be taken between the hours of 1200 and 1330, with a minimum of one-half hour, and scheduling shall be on a mutual basis so as to meet operational requirements.
- ii) Computer operators shall take their meal breaks within five hours of the commencement of their shifts.

6. Regardless of daily flexibility of hours, all employees shall work the monthly equivalent hours calculated by multiplying the number of regular work days in a month, less designated paid holidays, by seven hours.

7.

- i) A maximum surplus of seven working hours may be carried into the following month and shall be taken as time off.
  - ii) A maximum deficit of seven working hours may be carried into the following month where it shall be added to the equivalent monthly hours of the new month.
8. Time shall be managed through the use of a computerized system which shall require the employee to sign in and out before and after specific core segments.
9. All other terms and conditions of the current Collective Agreement apply.

#### ***16.11 - Personal Clean-Up Time***

Where necessary, employees shall have a reasonable period included in the work day for personal clean-up purposes.

#### ***16.12 - Job Sharing***

- (a) Definition - Job sharing is defined as a voluntary agreement between the Union, the Company and two regular employees to share one full-time or term certain position with respect to work load and salary. Employees who are job sharing may obtain a promotion based on the seniority of the junior partner subject to qualifications.
- (b) Hours of Work - The position shall be shared on a 50/50 basis with rotation starting on a mutually agreeable day. Rotations shall be agreed at the local level. No part-days of work shall be permitted.
- (c) Remuneration
  - 1. Basic Pay - Payment shall be made on the hourly rate for all hours worked, based on the rate for the position. For those employees covered by clause

16.01(a)1., they shall be paid 7-1/2 hours and receive one-half the value of PTO.

2. Designated Paid Holiday Pay, Lieu Days, 10 Hour Differential, 12 Hour Differential and SSD/ASTO - Each employee shall receive one-half the value of the designated paid holiday pay, lieu days, 10 hour differential, 12 hour differential or SSD/ASTO applicable to the position's hours of work pattern.
3. Vacation - Vacation shall be calculated on the basis of one-half of the employee's annual entitlement.

(d) Benefits

1. Seniority - Seniority shall be calculated in accordance with Article 10.
2. Sick Leave
  - i) STIIP - An employee shall be entitled to the benefits of STIIP on a pro- rated basis for days s/he is scheduled to work.
  - ii) LTD - An employee shall be entitled to the benefits of LTD on a pro- rated basis.
3. Dental Plan - Employees job sharing are entitled to coverage in the Dental Plan.
4. Medical Plan - Employees job sharing are entitled to coverage in the Medical Plan.
5. Extended Health Plan - Employees job sharing are entitled to coverage in the Extended Health Plan.
6. Group Life Insurance Plan - The Company shall maintain coverage in the Group Life Insurance Plan for employees who are job sharing.
7. Special Leaves - An employee may apply for any of the special leaves covered under Article 26 if s/he is scheduled to work on the day in question.

8. Payment to Dependents on Death - Employees job sharing are entitled to this benefit on a pro-rated basis
9. All other terms of the Collective Agreement apply.

(e) Trial Period

1. Employees wishing to job share shall make application in writing to the local Employee Relations Department and the President of the Union. Agreement by the parties for job sharing of the position is required.
2. Any agreement for job sharing shall be conducted on a trial basis for six months. During this period, the arrangement may be cancelled at any time and both employees shall revert to their former positions. The position vacant as a result of job sharing shall be filled on a temporary basis for the trial period, and permanently at the end of the trial period, in accordance with the collective agreement.

(f) Review of Agreement - At the end of the trial period, this arrangement shall be reviewed and may be cancelled by either party. If the agreement is cancelled at this time, both employees shall revert to their former positions.

(g) Termination of Agreement

1. Employees - Once a trial period is complete, the employees cannot cancel a job-sharing agreement without one month's notice to the Company and the Union. If the partners wish to cancel the job-sharing arrangement, the partner who is senior in service seniority shall take the position full-time; the other partner may apply for another position, elect casual status or resign. If one of the partners terminates his/her employment; is appointed to another position or otherwise vacates the shared

position, the remaining partner shall take the position full-time.

2. Layoffs - If layoffs are anticipated, the parties shall meet to discuss how job-sharing positions will be affected by the layoffs, including bumping.

## **ARTICLE 17 - SHIFT WORK AND PREMIUMS**

### ***17.01 - Shift Premiums***

(a) Shifts:

1. First Shift: 0700 to 1659
2. Second Shift: 1700 to 2259
3. Third Shift: 2300 to 0659

(b) Shift Premiums:

1. Second Shift: \$0.80 per hour
2. Third Shift: 10% of basic hourly pay for the classification in which the employee is working. An employee may elect, in writing, to take the graveyard premium in accordance with clause 18.14(a) and (b).

### ***17.02 - Shift Premium Entitlement***

- (a) Shift premiums shall be paid to an employee for all hours worked on the second and third shifts.
- (b) Shift premiums shall apply to overtime and call-back hours worked in conjunction with a shift.

### ***17.03 - Short Changeover***

- (a) If shifts are scheduled so that there are not 23 hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 23 hour period.
- (b) Short changeover may be waived with the written consent of the parties.

#### ***17.04 - Exchange of Shifts***

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

#### ***17.05 - Employee Required to Change Shift***

- (a) In the event that an employee's shift is changed by the Company without three days' advance notice, the employee shall receive pay at the overtime rate for work performed on the first shift to which s/he is changed. A change in shift is defined as a change in the employee's start time of more than one hour.
- (b) Where an employee is required to change shift schedules, there shall be no loss of earned days off. Any days off lost by the shift change shall be banked for future use.

#### ***17.06 - Split Shifts***

There shall be no split shifts, except as mutually agreed to by the parties to this Agreement.

#### ***17.07 - Graveyard Shifts***

No employee, without the written permission of the parties, shall be required to work more than six graveyard shifts in an 18 calendar day period.

### **ARTICLE 18 – OVERTIME**

#### ***18.01 - Overtime Authorization***

- (a) The Company shall submit to the Union a list of positions designated to authorize overtime for themselves and others. However, the Company reserves the right to disallow overtime claimed by a supervisor for him/herself, for cause, after an inquiry, and if no acceptable explanation for the overtime is supplied within 14 days.

- (b) All overtime must be shown on the record submitted for the day in which the overtime was worked.
- (c) When a record is altered by the Company in such a way as to affect the pay of an employee, a copy of the corrected record shall be returned to the supervisor who signed the original record. The supervisor shall notify the affected employee.

### **18.02 - Overtime Compensation**

- (a) All overtime worked shall be calculated in one-half (1/2) hour increments.
- (b) All hours worked in excess of the standard daily hours shall be paid at the overtime rate.
- (c) Overtime shall be paid at the following rates:
  - 1. straight time for the 1/2 hour increment when overtime is for the first 5 minute period or less; or
  - 2. double time for all overtime of more than 5 minutes;
  - 3. double time for all hours worked on a day of rest.The compensation for overtime in (2) is to be on a daily basis and not cumulative.

### **18.03 - Premium Overtime Rate**

- (a) Where the time required to complete the regularly scheduled number of trips, the completion of a maximum of one additional round trip, or two additional hours, whichever is greater, that exceed the scheduled daily hours by 2 hours and exceeds ten hours' elapsed time overall, or emergency runs, the ship and shore employees involved shall be paid at the applicable overtime rate and shall receive in addition two hours' accumulated time for each such day worked. For the purpose of this clause "ten hours' elapsed time" shall mean "ten hours worked from the starting time".
- (b) Employees covered above shall be entitled to the following in addition to (a): Where an employee has

worked two and one-half hours or more in excess of the standard daily hours, and pursuant to the Union's agreement to complete certain ten-hour shifts, the employee shall be entitled to a meal or shall be reimbursed in the amount of \$9.00 in lieu thereof, and a meal break of one-half hour with pay shall be given.

#### ***18.04 - No Layoff to Compensate for Overtime***

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

#### ***18.05 - Overtime Meal Expenses***

- (a) When an employee is required to work a minimum of two and one-half hours overtime immediately before or after completion of his/her scheduled daily hours, s/he shall be provided with a hot meal if available, or shall be reimbursed in the amount of \$11.75. A meal break of one-half hour with pay shall be given.
- (b) If the employee continues to work overtime beyond three hours, a further meal or expense 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 called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice (one-half hour) to permit preparation of a meal normally taken to work, the Company shall provide the meal or pay the overtime meal expense.
- (d) In the case of an employee called out on overtime to work on a day of rest, this clause shall apply only to hours worked outside his/her regular shift times for a normal working day.

#### ***18.06 - Sharing of Overtime***

Overtime work shall be allocated on an equitable basis, as practicable, within a classification and work unit.

### **18.07 - Right to Refuse Overtime**

- (a) All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except in the following cases:
1. emergency situations;
  2. the completion of the regularly scheduled number of trips (on Routes 1 and 2 this means two round-trips);
  3. the completion of a maximum of one additional round-trip, or two additional hours, whichever is greater;
  4. fire and lifeboat drills which abut the shift;
  5. examination of candidates for lifeboat certificates.
- (b) Where employees are called on to work overtime under the terms of this clause, they shall be provided as much advance notice as possible. The Company agrees that, upon request from an employee, that employee may be exempted from the requirement to work overtime on a specific occasion; such request shall not be unreasonably denied and the Company will give every consideration to an employee's personal circumstances in the context of the nature of the overtime requirement.

### **18.08 - Working Meal Break**

Employees required to work their meal break shall be paid at overtime rates for the meal break, and shall be given their meal break with regular pay at another time in the work day.

### **18.09 - Overtime Records**

Overtime records shall be made available to designated shop stewards upon reasonable notice.

### **18.10 - Call-back Provisions which do not Abut a Regular Shift**

A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three hours at overtime rates. S/he shall be compensated from the time s/he leaves his/her home to report for duty until the time s/he arrives back upon proceeding directly to and from work. An employee shall also be entitled to eight clear hours between the end of the call-back and the start of his/her regular shift, with no shortfall out of his/her regular shift. The eight-hour break commences when the employee arrives at his/her residence upon proceeding directly home after the call-back.

### **18.11 - Overtime which Abuts a Shift**

- (a) If the overtime is for three hours or less, the employee shall be required to work the overtime period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the overtime period and straight time for the regular shift.
- (b) If the overtime is longer than three hours, the employee shall be required to work the overtime period and a portion of the abutting regular shift. The portion of the regular shift which must be worked shall be the regular shift less the amount that the overtime exceeds three (3) hours. Compensation shall be at the overtime rates for the overtime period and straight-time for the regular shift without shortfall.

### **18.12 - Break After Overtime**

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 his/her regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the regular shift. The eight-hour break commences when

the employee arrives at his/her residence upon proceeding directly home after the overtime.

### ***18.13 - Elapsed Time***

If the elapsed eight-hour period 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, and suffer no shortfall.

### ***18.14 - Option to Take Accrued Time as Cash or Time Off***

- (a) An employee working a seven day operation may elect in writing to take his/her overtime:
  - 1. in cash;
  - 2. in compensatory time off;
  - 3. or have it placed in his/her Employee Time Bank.
- (b) An employee shall select his/her option as per (a) above by November 30 for the following year and shall advise the designated Company representative in writing of his/her decision. The selection shall continue until altered.
- (c) An employee shall have the option, upon request in writing at any time, to cash in any specified amount of compensatory time off, subject to a minimum of four days. Where an employee has had compensatory time off scheduled pursuant to clause 18.15 of this Agreement, such time shall not be available to be cashed in. This payment shall be made to the employee within 30 working days.

### ***18.15 - Compensatory Time Off (Seven Day Operations)***

- (a) Compensatory time off is earned, used, or paid for in blocks of six months, beginning January 1, in any year.
- (b) An employee may earn compensatory time off in the first six-month block and use the time in the first or second six month block.

- (c) If s/he does not use the time in the second six month block, the Company may schedule the use of the time in the third six month block, and if the Company cannot schedule the use of the time in the third six month block, it shall pay for the time in cash at the end of that third block.
- (d) This process repeats itself every six months.
- (e) Where an employee requests permission to accumulate compensatory time off in excess of 60 days for the purpose of studying for a certificate of competency, s/he may do so, provided that a course is scheduled for the period in which s/he wishes to take the compensatory time off.
- (f) Where special circumstances exist, and by mutual agreement with the Company, an employee may accumulate time for reasons other than those specified above.
- (g) The minimum period of time off (CTO and PTO) shall be the set scheduled shifts of a.m.'s, p.m.'s or graveyards.
- (h) If qualified Staffing Pool employees are available, lesser periods shall be scheduled at the request of the employee. If qualified casual employees are available, lesser periods may be scheduled.
- (i) Any employee having an accumulation of compensatory time off prior to January 17, 1978, may retain such to be scheduled at his/her option and any further days accrued may be scheduled by the Company.
- (j) The Company shall make every attempt to provide relief when compensatory time off is requested. However, the Company shall not be obliged to call in employees on layoff to provide relief on Routes 1 and 2.

- (k) The employee shall request CTO at least five (5) days in advance of the requested time off. At least two (2) days in advance of the requested time off, the Company shall notify the employee in writing of the decision to grant or deny the request.

**18.16 - Compensatory Time Off  
(Monday to Friday Operations)**

- (a) Employees working on a Monday to Friday operation may elect to be compensated for overtime in either cash or compensatory time off at their option. Compensatory time off must be taken within 18 months of being earned and at a time mutually agreed to between the Company and the employee. If compensatory time off has not been taken at the end of 18 months, it shall be paid out in cash.
- (b) An employee may, provided sufficient notice is given in writing to the Company, cash in any specified amount of compensatory time off, subject to a minimum of four days. This payment shall be made to the employee within 30 working days.

**ARTICLE 19 - PAID HOLIDAYS \*\***

**19.01 - 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, and any other holiday proclaimed as a holiday by the Federal or

B.C. Provincial Government, shall be recognized as a designated paid holiday upon proclamation.

***19.02 - Holiday Falling on a Scheduled Work Day***

An employee who works on a designated holiday which is, for him/her, a scheduled work day, shall be compensated at the rate of double time for hours worked, except Christmas Day and New Year's Day, when the compensation shall be at double time and one-half for hours worked.

***19.03 - Holiday Falling on a Non-Scheduled Work Day***

An employee who works on a designated paid holiday which is not a scheduled work day shall receive his/her 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 Day, when the additional compensation shall be at the rate of double-time and one-half.

***19.04 - Christmas Day, Boxing Day or  
New Year's Day Off***

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

***19.05 - Designated Paid Holiday Falling on a Day of Rest  
(Monday to Friday Operations)***

- (a) When a designated paid holiday falls on a Saturday or Sunday, the following Monday shall be deemed to be the holiday.
- (b) When designated paid holidays fall on both Saturday and Sunday, the following Monday and Tuesday shall be deemed to be the respective holidays.
- (c) When a designated paid holiday falls on a Sunday and the following Monday is a holiday, the following Tuesday shall be deemed to be the respective holiday.

- (d) If an employee covered by this clause is on vacation leave or compensatory time off, and a designated paid holiday falls within that period, the designated paid holiday shall not count as a day of vacation or compensatory time off.

## **ARTICLE 20 - ANNUAL VACATIONS**

### ***20.01 - Calculation of Service***

Seniority for the purposes of calculating an employee's annual vacation entitlement means service seniority per clause 10.03.

### ***20.02 - Annual Vacation Entitlement***

- (a) A regular employee who has earned ten days' pay per month shall have an annual vacation entitlement as follows:

VACATION YEARS	WORK DAYS
First and Second	15
Third	16
Fourth	17
Fifth	18
Sixth	19
Seventh	20
Eighth	22
Ninth	23
Tenth	24
Eleventh	25
Twelfth	26
Thirteenth to Fourteenth	27
Fifteenth to Eighteenth	28
Nineteenth	29
Twentieth	31

Twenty-first	32
Twenty-second	33
Twenty-third and Twenty-fourth	34
Twenty-fifth to Thirtieth	36
Thirty-first and thereafter	40

- (b) The scheduling and taking of vacation (except as provided in clause 20.07) shall be on a calendar year basis. The calendar year and vacation year shall coincide. The amount of vacation to be scheduled in a calendar year shall be the entitlement for the service year which is completed during the calendar year.
- (c) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purposes 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 the sixth vacation year; etc.

### ***20.03 - Scheduled Vacations***

- (a) Vacation schedules, once approved by the Company, shall not be changed, except by mutual agreement between the employee and the Company.
- (b) Employees who have commenced their annual vacation shall not be called back to work.

### ***20.04 - Vacation Carry Over***

An employee may carry over up to seven days' vacation leave per vacation year for two consecutive vacation years, to a maximum of 14 days, which must be taken not later than the third consecutive vacation year.

### ***20.05 - Sick or Bereavement Leave during Vacation***

When an employee is qualified for sick leave (and supplies sufficient proof of illness), or bereavement leave during his/her 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.

#### ***20.06 - Vacation Pay***

- (a) Payment for vacations shall be made at an employee's regular pay, except if the employee has been working in a higher-paid position than his/her regular position for the majority of his/her regular scheduled work days within the 90 calendar days immediately preceding his/her vacation, in which case s/he shall receive the higher rate.
- (b) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the cheque forwarded to a mailing address supplied by the employee in writing.
- (c) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the regular pay of the employee for the duration of the vacation period to be taken.

#### ***20.07 - Vacation Schedules (Seven Day Operations)***

- (a) The four blocks of vacation scheduling system (all dates inclusive) shall be:
  - 1. February to April
  - 2. May to July
  - 3. August to October
  - 4. November to January
- (b) A list containing the names of employees allocated to each block shall be posted on November 1 before each vacation year.
- (c) Service seniority shall determine preference for vacation periods among employees in a block.

- (d) An employee who does not exercise his/her seniority rights by November 30 shall have a maximum of 15 days of his/her vacation scheduled by the Company.
- (e) The Company shall confirm that the employee is entitled to his/her selected vacation time within 60 days of November 30. For employees under Block 1, vacation shall be confirmed by December 31.
- (f) Employees who are in Blocks 2 and 3 shall be limited to a maximum of 15 days vacation in the period June 1st to September 30 in every year unless the Company otherwise agrees.
- (g) An employee transferred by the Company shall maintain his/her vacation period, providing no other employee's vacation choice is affected by the transfer.
- (h) An employee who voluntarily transfers to another point of assembly or work unit after the vacation schedule has been completed shall not be entitled to exercise his/her seniority right for that vacation year only; however, every effort shall be made to grant vacation at the time of the employee's choice.
- (i) The blocks shall be rotated in order to ensure an alternate cycling of summer and winter vacation periods. The order of rotation shall be Block 1, Block 3, Block 4, Block 2.
- (j) An employee shall be entitled to split his/her vacation into two parts within his/her vacation block. Employees wishing to split their vacation shall exercise seniority rights in the choice of a first vacation period. Seniority shall prevail in the choice of the remaining period, but only after all other first vacation periods have been posted.
- (k) An employee shall be permitted to exchange his/her vacation block, either permanently or for one year, with another employee from the same point of assembly

and classification by notifying the designated Company representative by October 15.

**20.08 - Vacation Schedules (Five Day Operations)**

- (a) Vacation schedules shall be posted within each work unit at mutually agreed times.
- (b) An employee who does not exercise his/her seniority rights within two weeks of receiving the vacation schedule shall not be entitled to exercise those rights with respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacations shall be granted on the basis of service seniority within a classification series within each work unit. An employee shall be entitled to receive his/her vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of subsequent periods, but only after all other first vacation periods have been posted.
- (d) Employees shall be entitled to their vacation at any time during the year, subject to (c) above.
- (e) Where practical, all employees covered by this clause shall be entitled to schedule a minimum of three weeks' vacation during the months of June, July, August and September.
- (f) The following seven day operation groups shall also be covered by this clause for the purpose of vacation scheduling:
  - 1. Clerical Staff;
  - 2. Stockpersons;
  - 3. Building Service Workers.

## **20.09 - New Regular Employees**

- (a) During the first partial year of service, a new regular employee shall be entitled to take any earned vacation prior to December 31.
- (b) If there is insufficient time for new regular employees to take vacation during their first partial year of service, they shall exhaust those vacation credits by December 1st of their first full year of service.

## **ARTICLE 21 - PREMIUM RATES AND ALLOWANCES**

### **21.01 - Dirty Money and Heat Money**

If appropriate, a premium of \$8.00 per hour, (calculated in one-half hour increments) shall be paid to all employees, in addition to their regular pay, for carrying out the following work:

- 1. When working in the crankcases of main engines or the crankcases of generators immediately following shutdown of a main engine which has been in full operation for a period of not less than one hour, or when cleaning the crankcases of main engines (payment of the above premium shall not be in excess of eight hours);
- 2. When cleaning the fire side and tubes of boilers;
- 3. When spray painting in confined spaces below the main deck;
- 4. When working on sanitary systems, cleaning choked water-closets 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);
- 5. When working below the floor plates (bilges and tank-top cleaning in non-machinery spaces shall be paid at the normal hourly rates);

6. When working on main engines or generator engines within two hours of the engine's shut-down;
7. When working with asbestos;
8. When required to clean up all excrement, vomit or blood in any work area;
9. When engaged in welding or torch-cutting on galvanized material;
10. When required to work in confined spaces (this dirty money premium pay not payable when ventilation is provided to make air conditions come up to the standard as set by the Workers' Compensation Board);
11. When required to work in spaces that are covered by protective coatings (grease, etc.);
12. With drainage from medical premises (dispensary, sick bay, etc.) via wash basins, wash tubs and scuppers located in such premises;
13. With drainage from spaces containing living animals;
14. With other waste waters when mixed with the drainages defined above;
15. With grey water (drainage from dishwasher, shower, laundry, bath and wash basin);
16. When working on hot lube oil strainers and/or filters which cannot be allowed to cool down properly due to operational requirements that inhibit/restrict the shut down of machinery;
17. When cleaning of lube/oil purifiers/clarifiers.

### ***21.02 - Spray Painting***

A premium of \$2.25 per hour shall be paid to all employees while engaged in spray painting.

### ***21.03 - Isolation Allowance***

An isolation allowance of \$6.25 per point per month shall be paid to all employees whose points of assembly are Alert

Bay, Alliford Bay, Bear Cove, Cortes Island, Hornby Island, Port Hardy, Port McNeill, Prince Rupert or Skidegate. This clause does not apply to employees assigned to live-aboard vessels who do not reside at that point of assembly.

#### ***21.04 - Pager Premium***

- (a) An employee designated to carry a pager outside of his/her scheduled working hours and to be available to return to duty in the event that s/he is called, shall be paid standby pay in the amount of one hour of straight time pay for each four hours of standby. The Company shall advise the employee of the hours required on standby.
- (b) An employee shall have the right to refuse to carry a pager, but once s/he has agreed to carry a pager, s/he is required to answer any pages.
- (c) Clause 18.10 shall apply if the employee on standby is called and is required to come into work.
- (d) No payment shall be granted if an employee is unable to return for duty when required.
- (e) An employee who is able to resolve the problem without leaving his/her home shall be paid overtime for hours worked on the telephone in accordance with clause 18.02(a).

### **ARTICLE 22 - PAYMENT FOR MEALS, KILOMETRAGE AND TRAVEL TIME**

#### ***22.01 - Vehicle Use***

Employees shall not be required to use their own vehicles in the performance of their duties, except voluntarily.

#### ***22.02 - Travel Expenses and Travel Time***

All employees shall have one location specified as their point of assembly. The employee shall normally commence and terminate his/her day's work at this point of assembly.

## **I. Kilometrage**

An employee using his/her vehicle shall be entitled to the differential kilometrage expense for the distance travelled between his/her residence and a temporary point of assembly which is in excess of the kilometres travelled to his/her point of assembly. Employees who are on travel status requiring overnight accommodation may claim actual kilometres up to a maximum of 30 kilometres per day between their accommodation and their temporary point of assembly for each day worked.

## **II. Travel Time**

- (a) Travel time that is in excess of an employee's scheduled work day shall be paid at the applicable overtime rate, but shall not be considered as time worked.
- (b) Employees required to travel on a day of rest shall have their travel time paid at the applicable overtime rates.
- (c) Travel time may be paid or considered as overtime for the purpose of accumulation as elected by the employee under clause 18.15 or 18.16.

### **Examples - Calculation of Kilometrage and Travel Time**

**Example 1** - Employee reports directly to a temporary point of assembly and returns home directly from the temporary point of assembly.

#### ***Calculation of reimbursable kilometrage:***

Return kms from home to temporary point of assembly = 36 kms

Return kms from home to regular point of assembly = 20 kms

Difference: 36 kms - 20 kms = 16 kms

Reimbursable kilometrage: 16 kms X km rate in Appendix "B"

#### ***Calculation of reimbursable travel time:***

Return time from home to temporary point of assembly = 30 minutes

Return time from home to regular point of assembly = 10 minutes

Difference: 30 minutes - 10 minutes = 20 minutes

Reimbursable travel time: = 20 minutes

**Example 2** - Employee reports directly to his/her point of assembly and goes to a temporary point of assembly and returns directly home (or reverse).

***Calculation of reimbursable kilometrage:***

Kilometrage from home to temporary point of assembly = 16 kms

Kilometrage from home to regular point of assembly = 8 kms

Difference: 16 kms - 8 kms = 8 kms

Reimbursable kilometrage: 8 kms X km rate in Appendix "B"

***Calculation of reimbursable travel time:***

Time from home to temporary point of assembly = 25 minutes

Time from home to regular point of assembly = 15 minutes

Difference: 25 minutes - 15 minutes = 10 minutes

Reimbursable travel time: = 10 minutes

Points of assembly may be changed by mutual consent of the parties. In those circumstances which require a regular seasonal change of point of assembly, such change can be made twice per year without consultation. Under those circumstances which require a regular seasonal change, the new point of assembly shall be considered to be their normal point of assembly and clauses 22.02 II and 22.03(b) shall not apply.

***22.03 - Meal Expenses***

- (a) Employees on travel status or working out of town who require overnight accommodation shall be entitled to claim meal expenses as set out in Appendix "B".
- (b) Employees who are working away from their regular point of assembly for the majority of their shift may claim the lunch expense. This does not include:
  - 1. Truck drivers performing their normal duties;

2. Employees who are assigned to duty aboard ships with catering facilities in operation shall be entitled to staff meal privileges.

#### ***22.04 - Employees Required to Work out of Town Overnight***

Subject to operational requirements, employees working out of town who require overnight accommodation shall travel on their normal working hours on the first day of their assignment and the last day of their assignment.

#### ***22.05 - Accommodation, Board, Lodging and Transfer***

Accommodation, board, lodging and transfer expenses for employees required to work away from their point of assembly shall be paid in accordance with Appendix B.

#### ***22.06 - Motor Vehicle***

Ownership of a motor vehicle is not a condition of employment.

#### ***22.07 - Child Care Expenses***

- (a) Where an employee is on travel status to attend a course required by the Company and the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$75.00 per day upon production of a receipt.
- (b) Where an employee, who is not on leave of absence, attends a course approved by the Company outside the employee's normal scheduled work day such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$50.00 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.
- (c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.

## **ARTICLE 23 - HEALTH AND WELFARE**

### ***23.01 - Short Term Illness and Injury Plan***

#### **I. Eligibility**

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan as outlined in paragraph 23.01 I (c) below upon completion of three months of active service with the Company.
- (b) Grandparented casual employees shall be covered by the Short Term Illness & Injury Plan as outlined in the Letter of Understanding - Grandparented Casual Employees (Health & Welfare Benefits).
- (c) Regular employees with less than six months of service and eligible casual employees who are unable to work because of illness or injury are entitled to six days' coverage at regular pay in any one calendar year.
- (d) Regular employees with three months but less than six months of service shall be entitled to 15 weeks (75 work days) of coverage, consisting of the above six days, or what remains of the six days' entitlement, at regular pay, and the remainder of the 15 weeks at two-thirds of regular pay, not to exceed the current maximum weekly benefit of \$425, or the Employment Insurance maximum weekly sickness benefit, whichever is higher.
- (e) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board which occurred while the employee was on the Company's business, s/he shall be entitled to leave at 75% of his/her regular rate of pay for up to a maximum of 130 days for any one claim in lieu of benefits as outlined in 23.01 II. In such cases, the compensation payable by the

Workers' Compensation Board shall be remitted to the Company.

- (f) Company and employee contributions and deductions for Pension and Employment Insurance during the period of absence will comply with statutory requirements.
- (g) During the leave period the regular 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 (f) above.
- (h) If net take home pay as calculated in (g) above is less than the regular employee would have received if he/she had continued to work, the Company will top up so there is no difference in net take home pay.
- (i) Pay for a regular part-time employee under this Plan shall be based on his/her part-time percentage of full-time employment at the date of his/her present appointment.
- (j) A grandparented casual who becomes regular does not have to re-qualify for STIIP benefits through 23.01 (a), (c) and (d).

## **II. Short Term Plan Benefit**

- (a) In the event an eligible employee is unable to work because of illness or injury, s/he shall be entitled to a benefit of 75% of pay for a period not to exceed six months from the date of absence (STIIP). In any one calendar year, the first six working days of absence from work due to illness or injury shall be paid at 100% of pay.
- (b) An employee who exhausts all or part of his/her six working days' entitlement at 100% of regular pay in a

calendar year shall have it reinstated in the following calendar year upon return to work.

- (c) An employee who has accumulated sick leave credits under the old sick leave plan shall have his/her accumulated sick leave credits frozen. An employee may supplement his/her 75% of pay benefit under the new Plan to a maximum of 100% in the following sequence of priority:
  - 1. using 25% of a day's accumulation under the old sick leave plan for each day of absence under the new plan.
  - 2. using time off credits excluding the 15 days' annual basic vacation entitlement.

### **III. Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury and within five 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 clause 23.01 II.(a).
- (b) Employees who return to work after being absent because of illness or injury and within five consecutive scheduled work days 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 five or more consecutive scheduled days of work again become unable to work because of the same illness or injury shall be entitled to a further six month period of benefits under this Plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in clause 23.01 II.(a).

- (d) Where an employee is returning to work after a period of illness or injury and where the Return to Work Program 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 clause 23.01 II.(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 original 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 pro-rated benefits under this Plan but not, however, beyond six calendar months from the initial date of absence as defined in clause 23.01 II.(a) if the absence is due to the same illness or injury.

#### **IV. Doctor's Certificate of Inability to Work**

- (a) The Company may require an employee who is unable to work because of illness or injury to provide medical evidence of the employee's inability to work in any of the following circumstances:
  - 1. where the employee has been absent for six consecutive scheduled days of work; or
  - 2. where at least 30 days have elapsed since the last medical statement was obtained and the employee has been in receipt of plan benefits throughout that period; or
  - 3. where it appears that a pattern of consistent or frequent absence from work is developing.
- (b) The Company may require an employee who is unable to work due to illness or injury to provide the medical evidence referred to in (a) from:
  - 1. a medical practitioner qualified to practice in the province of British Columbia; or

2. where necessary, from a medical practitioner licensed to practice in the Province of Alberta or the Yukon; or
3. the consulting physician to whom the employee has been referred by the medical practitioner in (1) above.

- (c) Benefits shall cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

## **V. Integration with other Disability Income**

- (a) Short term benefits shall 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 25% of a day's accumulation from the old sick leave plan that is being used to supplement the new plan. Other disability income benefits shall include:
1. any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Company;
  2. any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with clause 23.01 I(d);
  3. Any periodic benefit payment from the Canada or Quebec pension plan or other social security plan of any country.
- (b) Notwithstanding the above, in the case of I.C.B.C. weekly indemnity payments or, in the case of personal insurance coverage, integration shall apply to the extent that the combination of Plan benefits and

I.C.B.C. weekly indemnity payments, or personal insurance disability income benefits, exceed either:

1. 100% of pay;
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 shall be required to provide satisfactory evidence of his/her total monthly income.

- (c) 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 Company shall 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.
- (d) This clause does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

## **VI. Benefits Not Paid During Certain Periods**

- (a) Benefits shall not be paid when an employee is:
1. receiving designated paid holiday pay;
  2. engaged in an occupation for wage or profit;
  3. on strike or is locked out unless the strike or lockout occurred after the illness or injury which resulted in the employee being absent from work;
  4. serving a prison sentence;
  5. on suspension without pay;
  6. on paid absence in the period immediately preceding retirement;
  7. on any leave of absence without pay.

- (b) Notwithstanding 7. above, where an illness or injury occurs during a period of approved:
1. education leave;
  2. maternity leave;
  3. general leave of absence not exceeding 30 days, which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan shall be effective from the date of disability due to illness or injury and benefits shall be paid for the balance of the six-month period remaining from the scheduled date of return to work.

## **VII. Employee to Inform Company**

The employee shall inform the Company as soon as possible of his/her inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Company of the date of return to duty, in advance of that date. In those instances where the returning employee does not provide sufficient advance notice to allow the Company to cancel any relief provided, the returning employee shall not work for that day of mandatory payment to the relief, and the time involved shall be charged against the returning employee's sick leave credits.

## **VIII. 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 work day. Calculation for part-time employees and partial days shall be on a pro-rated basis (e.g. a half-time employee receives six half days).

## **IX. E.I.C. Premium**

The complete premium reduction from the Human Resources Development Canada Insurance Commission accruing through the improved illness and injury plan shall be returned to the Company.

## **X. Benefits Upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to 23.01 I.(c), 23.01 I. 1(d), or 23.01 II. 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 benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits shall 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 shall continue to be paid in accordance with (a) above, 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.

### ***23.02 - Long Term Disability Plan***

- (a) The current Long Term Disability Plan shall be maintained subject to such changes which may be agreed to from time to time between the parties to this Agreement.
- (b) With the employee's written consent, the Company shall advise the Union when an employee is provided with application forms for Long Term Disability.
- (c) In order to facilitate (b) above, the Union shall supply the Company with a letter to the employee and a consent form for inclusion by the Company with application forms for Long Term Disability when issued.
- (d) An employee who qualifies for LTD shall receive a monthly benefit equal to the sum of:

1. 68.3% of the first \$2,200.00 of basic pay, and
  2. 50% of the basic pay above \$2,200.00.
- (e) An employee on the Long Term Disability Plan who is cleared to work within two years shall be accepted into any position for which s/he is qualified as soon as a position is available at his/her regular point of assembly; in the interim, s/he shall be included as supplementary to the Staffing Pool. Upon his/her return s/he shall be granted a pro-rated six days' sick leave entitlement under the Short Term Illness and Injury Plan, and upon successful completion of six months' service, shall be entitled to all other benefits.
- (f) An employee who is on the Long Term Disability Plan who is cleared to return to work after two years and prior to five years, shall be considered for vacant positions at his/her point of assembly.

### ***23.03 - Basic Medical Insurance***

All regular and eligible casual employees may choose to be covered by the Medical Services Plan of British Columbia. The Company shall pay 100 per cent of the regular premium. Benefits and premium rates shall be in accordance with the applicable policy of the plan.

### ***23.04 - Extended Health Care Plan***

- (a) The Company shall pay the monthly premium for regular and eligible casual employees entitled to coverage under a mutually acceptable extended health care plan.
- (b) The maximum life time benefit for each covered family member for medical benefits is \$100,000.00
- (c) The Company will amend its Extended Health Benefit Plan provisions to provide the following:
1. Hearing aids - \$700.00 per ear payable once every 48 months;

2. Corrective lenses - \$125.00 payable once every 24 months for adults and once every 12 months for children.
  3. Diabetes - the cost of needles or, where prescribed by the employee's physician, needleless insulin injectors. Where needleless insulin injectors are purchased, the maximum payable will be \$500.00 once every 60 months and cost of needles will not be claimable during that 60 month period.
  4. Fees of a registered psychologist - up to a maximum of \$500.00 claimable per family per year.
  5. Hairpieces for chemotherapy patients - not to exceed \$200.00 claimable every 24 months.
  6. The amount reimbursed for any drug prescription shall be restricted to payment for the low cost alternative and/or reference based priced drugs, as identified by the Pharmacare Program.
  7. Acupuncture coverage to a maximum claimable of \$100.00 per employee per year and \$250.00 per family per year.
- (d) "Payable" means that the capped amount is reimbursable in full and the Plan deductible amounts and co-insurance percentages do not apply.
- (e) Coverage shall cease on the day an employee's employment terminates, excluding retirement on the Public Service Pension Plan or Long Term Disability, provided the premiums are paid by the Pension Plan or the LTD carrier, as applicable.

### **23.05 - Dental Plan**

- (a) The Company shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
1. Plan A, 100% coverage;
  2. Plan B, 65% coverage;

3. Plan C, 50% coverage.

- (b) Orthodontic services are subject to a lifetime maximum payment of \$5,000 per patient.
- (c) The cleaning of teeth (prophylaxis and scaling) shall be every nine months except dependent children (up to age 19) and those gum diseases or other dental problems as approved by the plan.
- (d) Coverage shall cease on the day an employee's employment terminates, excluding retirement on the Public Service Pension Plan or Long Term Disability, provided the premiums are paid by the Pension Plan or the LTD carrier as applicable.

**23.06 - Group Life Insurance Plan**

- (a) The Company shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's basic annual salary, with \$65,000.00 minimum. The Company shall pay 100 per cent of the premium on the \$65,000.00 base and the employee shall pay the premium for any insurance over \$65,000.00.
- (b) As a condition of employment, all eligible employees shall enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.
- (c) Coverage shall cease on the day an employee's employment terminates, excluding retirement on the Public Service Pension Plan or Long Term Disability, provided the premiums are paid by the Pension Plan or the LTD carrier.
- (d) The group life plan shall include the following provisions for the accidental loss of:
  - 1. both hands or feet                      the principal sum
  - 2. sight of both eyes                      the principal sum
  - 3. one hand and one foot                the principal sum

- |   |                            |
|---|----------------------------|
| 4. one hand or one foot<br>and sight of one eye | the principal sum          |
| 5. one hand or one foot                         | one-half the principal sum |
| 6. sight of one eye                             | one-half the principal sum |
| 7. life   | the principal sum          |

### ***23.07 - Medical and Dental Appointments***

Where it is not reasonably possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for regular and grandparented casual employees shall be granted. Where any such absence exceeds two hours, it shall be charged against the employee's STIIP entitlement.

### ***23.08 - Travel Time for Medical and Dental Care***

Regular and grandparented casual employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Company may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that the treatment could not be provided by facilities or services available at the employee's place of residence.

### ***23.09 - Air Travel Insurance***

Employees travelling by air on Company business are covered by air travel insurance in the amount of \$75,000.00 per employee. The coverage includes the time spent travelling directly between the airport and the employee's place of residence or employment.

### ***23.10 - Medical Examinations***

Other than a medical examination required under the Short Term Illness and Injury Plan, where the Company requires a Regular employee to submit to a medical examination or medical interview, or where a medical examination is required

by a regulation made pursuant to a statute, it shall be at the Company's expense and on the Company's time.

### ***23.11 - Employee Assistance Program***

All Employees shall have access to an Employee and Family Assistance Program which provides for joint oversight from the parties and which is jointly funded.

### ***23.12 - Payment to Dependents on Death***

- (a) Where a regular or grandparented casual employee dies, the following amounts shall be paid to the dependants of the deceased: one month's basic salary for every year of continuous service up to a maximum of six months' basic salary. Payment to dependants is made to:
1. the legal husband or wife, who shall be considered a dependant regardless of income, provided that the employee was cohabiting with the legal spouse at the time of death; or
  2. a common-law spouse, provided that the deceased employee and the common-law spouse had been cohabiting for at least 12 consecutive months or less than 12 months provided that the deceased employee had contributed significantly to the support of the children of the common-law spouse; or
  3. minor children of the deceased employee; or
  4. dependant relatives between the ages of 19 and 60, provided that acceptable documentation is submitted to the Company.
- (b) The dependants of an employee who dies during the first two years that the employee is on Long Term Disability benefits shall be entitled to the benefits in (a) of this clause, based upon the basic salary the employee was paid at the time that s/he was accepted on Long Term Disability.

### **23.13 - Plan Card**

An employee entitled to the Extended Health Benefit Plan shall be issued a Plan Card to be used for the deductible amounts prescribed by such plan.

## **ARTICLE 24 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **24.01 - Maternity/Parental and Adoption Leave**

- (a) A pregnant employee, or an employee whose spouse is pregnant, or an employee who is adopting a child, shall qualify for leave under this Article.
- (b) Upon request, the employee shall be granted leave of absence without pay for a maximum of 40 weeks. The request for leave must be made at least four weeks prior to the leave commencement date. An employee who requests a leave commencement date to begin within 30 days of the estimated date of birth or adoption may be required by the Company to produce a certificate of good health from a qualified medical practitioner.
- (c) Illness arising due to pregnancy during employment may be charged to normal sick leave credits.
- (d) An employee whose spouse is pregnant who takes leave under this Article must first have exhausted all compensatory time off credits.

### **24.02 - Further Period of Maternity, Parental and Adoption Leave**

- (a) A parent may request a further period of maternity, parental or adoption leave for a period of 12 consecutive weeks or shorter period. The period of leave shall commence immediately following the end of the parental leave taken in accordance with clause 24.01.

- (b) An employee's combined entitlement to leave of absence in accordance with clauses 24.01 and 24.02 (a) shall not exceed a total of 52 weeks.

### **24.03 - Benefits**

- (a) Regular employees who, while on leave under this Article, elect to maintain coverage for medical, extended health, dental, group life or the Long Term Disability Plan shall, prior to the commencement of such leave, execute a written Assignment of Wages form permitting the deduction of the Company's share of the premiums from any monies owed by the Company to the employee. The Company shall not make any deductions for premiums unless the employee fails to return and work a minimum of 30 days.
- (b) Prior to the commencement of leave granted in accordance with clause 24.01, casual employees who elect to maintain coverage for medical, extended health, dental and group life while on leave under this article shall, execute a Written Assignment of Wages form permitting the deduction from any monies owed by the Company to the Employee. The Company shall not make any deductions for premiums unless the employee fails to return and work a minimum of 30 days.
- (c) An employee who elects to maintain coverage for the benefits as outlined in (a) and (b) above is obligated, where applicable, to submit the premium payments of the employee's share in advance of the leave of absence or in advance of each month during the leave of absence.

### **24.04 - Extension Leave**

Leave shall be extended for up to an additional six months for health reasons or required care of the child where a doctor's certificate is presented.

#### ***24.05 - Return from Leave - Regular Employees***

On return from leave under this Article a regular employee shall be placed in his/her former position or in a position of equal rank and basic pay. The employee shall be deemed to have resigned on the date upon which the leave of absence without pay commenced if written notice on intent to return to work is not made prior to the expiration of the leave.

#### ***24.06 - Return from Leave - Casual Employees***

Upon return from leave under this Article, a casual employee shall be returned to the recall list with no adjustment to his/her seniority date.

### **ARTICLE 25 - EDUCATION LEAVE**

#### ***25.01 - Education Leave***

- (a) The purpose of this clause is to provide employees with the opportunity for sustained study and upgrading to higher standard certificates or other pertinent qualifications.
- (b) Education leave with basic pay to take formal training and study, for the purpose of securing a certificate or diploma or other qualification, may be approved, to a maximum of five months, by the Company 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 Company that the employee secure the certificate.
  - 4. On the basis of 1. to 3. above, service seniority shall prevail.
  - 5. So far as possible, leave with basic pay shall be granted during the period of reduced service, i.e., winter period.

6. Upon successful completion of the course and required examination, the Company shall pay tuition fees, cost of required textbooks and first examination fee. The Company shall pay travelling expenses for one return trip from the employee's home to the school and pay \$100 per week toward the out-of-pocket subsistence expenses of the employee, provided that the employee's home is more than 100 kilometres or three hours' travelling time from the nearest school offering the course being taken. Such employees who must also travel by ferry shall be provided with assured loading privileges.
7. The employee provides proof of attending the course in a form specified by the Company.
8. 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 leave period and, should s/he resign before the period expires, s/he shall refund the proportion of all costs paid during his/her leave, including salary, in direct relation to the unexpired period and the period required.
9. If, after being granted appropriate leave with basic pay, the employee fails to obtain the appropriate certificate or upgrading, further leave shall be without pay and all further costs specified in 6. above shall be borne by the employee.
10. Commensurate with the demands of the Company, leave of absence with basic pay shall be granted to an appropriate number of employees.
11. The Company reserves the right to limit the period of leave with basic pay or without pay as well as to establish the minimum academic standard

employees should attain before leave with basic pay is granted.

12. The Company may require employees requesting education leave to write a qualifying examination set by an independent authority to determine the employee's capability to take the course requested.

- (c) Leave with basic pay to write examinations for a certificate or other qualification may be approved to a maximum of five working days.
- (d) Employees granted education leave with basic pay, accumulate vacation and sick leave credits while attending the course.
- (e) The Union recognizes that the Company shall not wish to grant leave with basic pay for attending a course in cases where there are already sufficient qualified personnel. In this event the Company shall not unreasonably withhold leave without pay at the request of an employee wishing to take an approved course.
  - 1. Where leave without pay is granted, the employee shall retain seniority rights.
  - 2. Upon return, the employee shall be placed in his/her former position or in a position of equal rank and salary at the same point of assembly.
  - 3. If the employee maintains coverage for medical, extended health, dental, and group life, the Company agrees to pay the Company's share of those premiums. If the employee fails to return to work at the prearranged date, the Company shall recover money paid under this clause.
  - 4. Prior to taking unpaid leave under this clause, the employee shall undertake to remain in service after return for a period equivalent to the leave granted,

or shall refund any financial assistance granted under this clause on a prorated basis.

- (f) 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 salary for the period of study leave. In the event of such combined support exceeding the basic salary, 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 Company.

### ***25.02 - Leave for Writing Examinations***

Leave of absence with basic pay shall be granted to allow employees time to write examinations approved by the Company. A minimum of 12 hours shall be allowed between the end of a shift and the commencement of an examination.

### ***25.03 - Leave for Taking Courses***

- (a) An employee shall be granted leave with basic pay to take courses at the direction of the Company. The Company shall bear the full cost of the course including tuition fees, entrance or registration fees, laboratory fees and course required books, necessary traveling time, travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Company when due.
- (b) An employee may be granted leave with basic pay to take courses at the request of the Company. The Company shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, necessary traveling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Company when due.

- (c) A regular employee may be granted leave without pay, or leave with partial pay to take courses in which the employee wishes to enrol.

#### ***25.04 - Marine Emergency Duties***

When the Company requires the employee to be in possession of M.E.D. certificates, the employee shall be granted leave with regular pay. The Company shall bear the full cost of obtaining and renewing the certificate including tuition fees, entrance or registration fees, laboratory fees and course required books, necessary travelling time, travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Company when due. Where the same courses are provided by the Company, employees shall avail themselves of such courses in preference to other facilities.

#### ***25.05 - General Leave to Accrue Seetime***

- (a) Notwithstanding clause 26.10(b) of the Collective Agreement, the parties hereby agree that an employee may request a general leave of absence without pay for the purpose of working for another Company, not including any competitors of BC Ferries, to accrue seetime.
- (b) Such general leave of absence without pay is intended to assist the employee to obtain a certificate or to upgrade to a higher marine certification and is subject to the following:
1. An employee may be granted leave of absence without pay to accrue seetime subject to operational requirements and provided that qualified relief is available.
  2. The maximum period that an employee may be on such leave of absence without pay shall be one year.

3. As part of the necessary information for the leave of absence without pay the employee must provide the following information:
  - i) a clearly documented career development plan,
  - ii) a demonstrated need for seetime,
  - iii) prior to the commencement of the general leave, the employee will provide proof of employment, and
  - iv) verification from Transport Canada of the applicability of the seetime.
4. An employee on general leave without pay, in accordance with this clause, shall accrue group and/or service seniority as applicable for the period of the leave.
5. Where two or more employees from the same point of assembly and same job classification are requesting approval for a leave of absence which would occur at the same time, and all requests cannot be accommodated, then the available leave(s) shall be granted to the employee(s) with the greatest group or service seniority, as applicable.

## **ARTICLE 26 - SPECIAL LEAVES**

### ***26.01 - Bereavement Leave***

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

grounds involving an illness of the relative who dies and for whom the bereavement leave is granted.

- (b) “Immediate family” is defined as an employee’s parent, spouse, child, legal ward, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or any other relative permanently residing in the employee’s household or with whom the employee permanently resides. With respect to the above, it shall not be necessary to attend the funeral.
- (c) In the event of the death of the employee’s son-in-law, daughter-in-law, brother-in-law or sister-in-law, a regular or casual employee shall be entitled to special leave for one day at regular pay for the purpose of attending the funeral.
- (d) If a regular or casual employee who 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.

## **26.02 - Special Leave**

- (a) A regular or grandparented casual employee not on leave of absence without pay, except under clause 26.05 of this Agreement, shall be entitled to special leave at his/her regular pay for the following:
  - 1. Marriage of the employee  
three working days
  - 2. Attend wedding of the employee’s child  
one day
  - 3. Birth or adoption of employee’s child  
two days
  - 4. Serious household or domestic emergency  
one day
  - 5. Moving household furniture and effects  
one day

6. Attend his/her formal hearing to become a Canadian Citizen  
one day
  7. Attend funeral as pall-bearer or mourner  
one day
  8. Court appearance for hearing of employee's child  
one day
  9. Volunteer firefighter or certified first responder to an emergency  
as required
- (b) Two weeks' notice, in writing, is required for leave under 1, 2, and 5 above.
- (c) Requests for leave under 3, 4, 7 and 8 above shall be submitted in writing upon the employee's return to work and shall include adequate reasons for the absence. It is understood that the onus of proof rests with the employee. Leave under these clauses shall not be granted failing such proof. For the purpose of 4 above, "serious household or domestic emergency" is defined as an unanticipated urgent or accidental event in the employee's household which affects the safety and/or health of the family members, and which reasonably only the employee can attend to, or which otherwise would result in excessive costs, risk or threat to the household.
- (d) For the purpose of determining eligibility for special leave under 5. above, an employee shall qualify if s/ he is maintaining a self-contained household and if s/he is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working-hours, and if s/ he has not already qualified for special leave under 5. above on one occasion within the preceding 12 months.

- (e) Special leave is for the day of the event, except in the case of marriage of the employee. If the marriage occurs on a scheduled day of work, the employee shall be entitled to the day of the ceremony and two additional working days; otherwise, the employee is entitled to three working days. Special leave for the marriage must be taken on the working days as close as possible to the day of the ceremony, subject to the right of the employee to take the leave either side of the day of the ceremony. For live-aboard vessels, regular or grandparented casual employees in 8.03(a) other than employees who take special leave for a marriage under this clause shall not be entitled to the two days' travel leave for the marriage provided in clause 29.09.

### ***26.03 - Family Illness Leave***

- (a) If an immediate family member, as defined in clause 26.01 is ill or hospitalized, a regular or grandparented casual employee in 8.03(b) shall be entitled to two days' paid leave at his/her regular pay any one time for this purpose.
- (b) The maximum length specified for each circumstance shall not be exceeded; however, the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave plus leave granted under special leave does not exceed ten working days per calendar year, unless additional special leave is approved by the Company.

### ***26.04 - Full-time Union Duties***

- (a) The Company shall grant, on written request, leave of absence without pay for employees selected for a full-time position with the Union or an affiliate of the Union. On returning, the employee shall be eligible to return to his/her former position with the Company at the point of assembly nearest his/her residence.

- (b) Further, the employee shall be permitted to transfer laterally from the point of assembly nearest his/her residence or go directly to another point of assembly, if a vacancy exists in the appropriate classification. This option is limited to two years from the date the employee becomes eligible to return to work.
- (c) Where an employee elects to transfer to another point of assembly, there shall be no additional cost to the Company.

### ***26.05 - Time Off for Union Business***

- (a) Time off for union business as specified below shall be granted by the Company provided the Union has applied for the leave 14 days in advance.
  - 1. Without Pay - Leave of absence without pay and without loss of seniority shall be granted for union business.
  - 2. With Pay - Leave of absence with regular pay and without loss of seniority shall be granted:
    - i) For up to ten employees on a bargaining committee to carry on negotiations with the Company;
    - ii) To shop stewards or their alternates to perform their duties as shop stewards.
- (b) Leave of absence granted under this clause shall include sufficient travel time.

### ***26.06 - Reimbursement of Costs for Union Business***

#### **I. Without Pay**

- (a) In the event an employee on leave of absence without pay would have substituted on the day of the Union leave, the applicable substitution costs shall be calculated.

- (b) The Union shall not be required to reimburse overtime costs provided the Union has given three months' advance notice to the Company.
- (c) Where overtime or substitution costs are applicable, the Union shall be advised of the costs and may withdraw the application for leave.
- (d) Where the application for leave is not withdrawn, the applicable overtime costs shall be billed to the Union

## **II. With Pay**

- (a) In the event an employee on leave of absence with regular pay would have substituted on the day of the Union leave, the applicable substitution costs shall be billed to the Union.
- (b) Reimbursement, in accordance with I. and II. above, shall be no later than the end of the month following the month in which the statement of costs was received.

### ***26.07 - Leave for Court Appearance***

- (a) The Company shall grant leave with regular pay, including sufficient time to travel, to regular or grandparented casual employees in 8.03(a), other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend a court shall be without pay.
- (c) An employee in receipt of his/her regular pay while serving at court shall remit to the Company all monies paid to him/her by the court, except travelling and meal expenses not reimbursed by the Company.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular pay.

- (e) Court actions arising from employment, requiring attendance at court, shall be with regular pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) If an employee is required to attend at court under (d) and (e) above on a day of rest, his/her schedule shall be changed in accordance with clause 17.05(b) and the day off shall be taken at a mutually agreeable time.

## **26.08 - Elections**

- (a) Any employee eligible to vote in a Federal or Provincial election shall have four consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.
- (b) Any employee eligible to vote in Municipal elections or referenda shall make every effort to vote on his/her own time on election day or in advance polls. An employee who can demonstrate that s/he is unable to vote because s/he is working shall have four hours clear of work to cast his/her ballot.

## **26.09 - Political Activity and Public Office**

- (a) Municipal and School Board Offices - Employees may seek election to municipal and school board offices, provided that:
  - 1. the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working-hours as an employee of the British Columbia Ferry Services Inc.;
  - 2. there is no conflict of interest between the duties of the municipal or school board office and the duties of the employee's position. Where Municipal Council or School Board meetings are held during the employee's normal working hours, the Company shall grant leave without pay to

attend such meetings, provided a qualified relief is available.

- (b) Federal and Provincial Offices - There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay to engage in the election campaign.
- (c) Election to Public Office - The Company shall grant, on written request, leave of absence without pay for employees elected to a public office for a maximum period of five years. On returning, the employee shall be eligible for the first available vacancy within the Company at the point of assembly nearest his/her residence.

#### **26.10 - General Leave**

- (a) The Company shall grant leave of absence without pay to an employee provided a qualified relief is available. The employee must first have exhausted all compensatory time-off credits.
- (b) General leave shall not be granted to allow an employee to work for another Company, become self-employed, or upgrade education skills which are intended solely to qualify the employee for employment outside of British Columbia Ferry Services Inc.

#### **26.11 - Deferred Salary Leave Plan**

- (a) Regular employees may participate in the plan.
- (b) Regular employees must apply to their local Employee Relations Director for approval to participate in the plan. Plan participants:
  1. May defer a minimum of 10% to a maximum of 33.33% of their gross monthly regular pay.
  2. Must select the number of months over which they will defer salary at the time of application.

The overall deferral period cannot be less than one year, and cannot exceed six years.

3. Must declare the dates of the leave period. The leave period will be a minimum of six consecutive months and a maximum of twelve consecutive months.
  4. Must complete both the deferral and leave period within a seven-year time frame.
  5. May request approval to increase the percentage of contribution once per year, to a maximum of 33.33% of gross regular monthly pay.
- (c) In the event of financial hardship, and with the approval of the local Employee Relations Director, participants may apply to change the amount of pay deferred, but it may not be reduced to less than 10% of gross monthly regular pay.
- (d) A participant may apply to cancel from the plan in the event of:
1. Extreme financial hardship;
  2. Extreme personal difficulty;
  3. Total and permanent disability;
  4. Transfer or promotion to a position where participation is not approved.
- (e) Participants will continue to accrue service and group seniority during the period of leave.
- (f) The leave period may be delayed by mutual agreement between the parties
- (g)
1. An employee who elects to maintain coverage for medical, extended health, dental, group life or the Long Term Disability Plan must submit the employee's share of the premium in advance of the

leave of absence. The Company will continue to cover its share of premiums.

2. Rules and regulations governing Income Tax, Canada Pension, Employment Insurance and Public Service Pension Plan will apply.
- (h) In the event that deferred leave is not taken under (d) above, all monies, plus interest accrued, will be paid to the employee in a lump sum payment.
- (i) Where an illness or injury occurs during a period of leave under this plan which prevents the employee from returning to work on the scheduled day of return the Short Term Plan shall be effective from the date of disability due to illness or injury and benefits shall be paid for the balance of the six month period remaining from the scheduled date of return to work.
- (j) On return from leave, a participant will return to his/her former position, or a position of equal rank and pay, and must return to work for a period not less than the period of leave. The Deferred Salary Leave Plan cannot serve as an early retirement benefit.

## **ARTICLE 27 - SAFETY AND OCCUPATIONAL HEALTH**

### ***27.01 - Joint Occupational Health and Safety Committees***

- (a) The Senior Joint Health and Safety Committee shall be comprised of seven members from each party. The Company shall supply secretarial services to the Committee.
- (b) Regional Occupational Health and Safety Committees shall be established within the following six areas of the Company's operation:
1. South Coast;
  2. Central Coast;

3. North Coast;
  4. Northern Gulf Islands;
  5. Southern Islands;
  6. DEAS Richmond
- (c) The composition of these Regional Occupational Health and Safety Committees shall be comprised of up to four Management and four Union representatives. Union representatives shall be elected from within the local work units and shall represent as broad a range of work categories as practicable.
- (d) Local Shore and Ship Occupational Health and Safety Committees shall be maintained to Workers' Compensation Board standards.
- (e) The Committees shall meet at least once a month.
- (f) Committee minutes of the Senior and each Regional Occupational Health and Safety Committee shall be copied to the parties.
- (g) The recommendations of all Committees shall be fully considered.
- (h) Within one year of the Committees meeting, after the signing of the Collective Agreement, the parties shall meet to review the effectiveness of the Committees and may negotiate amendments to this clause as identified by the Parties.

### ***27.02 - Unsafe Work Conditions***

No employee shall be disciplined for refusal to work on a job where the employee believes that s/he would be placed at a significant and/or immediate risk to personal health or safety, provided s/he has acted in compliance with Section 3.12 of the Occupational Health and Safety Regulations.

### ***27.03 - Injury Pay Provisions***

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 his/her shift without deduction from sick leave.

#### ***27.04 - Transportation of Accident Victims***

- (a) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Company.
- (b) Return transportation to the employees' point of assembly, vessel, temporary work site or home shall be determined in consultation with the employee and undertaken at the Company's expense.

#### ***27.05 - Investigation of Serious Incidents***

- (a) The President of the Union or his/her designate shall be notified immediately following any major accident/serious incident including:
  - 1. those reportable to the WCB under WCB regulations;
  - 2. any near miss that may be the subject of an inquiry by the Company.
- (b) Where an incident is reportable to WCB pursuant to (a)1. above, the Chairperson of the Regional Occupational Health and Safety Committee shall convene a meeting of the Committee within five days of the serious incident to investigate and to report, to the Union and Company, the cause of the incident.
- (c) An accident investigation carried out pursuant to WCB regulations, shall be carried out by the safety and health committee members knowledgeable of the type of work involved, and shall include a designated worker representative.

## ***27.06 - Occupational First Aid Requirements***

- (a) The Union and the Company agree that first aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Employees required by the Company to perform first aid duties shall have the cost of obtaining and renewing their First Aid Certificates through approved training facilities borne by the Company. Leave to take the necessary courses shall be granted with regular pay.

Employees shall be offered these courses in order of seniority. Employees shall take courses provided by the Company in preference to other courses.

- (c) An allowance of \$250.00 per month shall be paid to employees holding an OFA Level 3 Certificate.
- (d) An allowance of \$50.00 per month shall be paid to employees designated as OFA attendants. For employees holding OFA Level 3 Certificates, this allowance is in addition to the allowance in accordance with (c) above.

## ***27.07 - Occupational Health and Safety Courses***

- (a) The parties have a joint responsibility to provide training to Occupational Health and Safety Committee Members. Programs shall be jointly developed by the Union and the Company.
- (b) The Company shall contribute \$5000 per year to be used to provide training to the Occupational Health and Safety Committee members.
- (c) Leave with regular pay and expenses to attend these Occupational Health and Safety courses shall be borne by the Company.

### **27.08 - Crew Accommodation**

Crew accommodation and mess rooms shall be equipped with adequate ventilation.

### **27.09 - Deck Department**

A seat (with back) in the wheel-house shall be provided where practical for quartermasters.

### **27.10 - Workers' Compensation Board Inspections**

A Workers' Compensation Board representative, while inspecting a Company work site, shall be accompanied by a Union member of the Regional Occupational Health and Safety Committee, or where there is no Regional Occupational Health and Safety Committee member at that work site, by a Union member of the site Occupational Health and Safety Committee.

### **27.11 - Hearing Conservation Program**

- (a) The Company shall comply with Workers' Compensation Board regulations for noise control methods and hearing conservation programs. The effectiveness of these programs shall be reviewed annually by the Senior Joint Health and Safety Committee.
- (b) The Company shall maintain sufficient numbers of certified audiometric technicians to comply with WCB standards and pay wages and expenses necessary for the certificates and renewals.
- (c) An employee who is not in the Hearing Conservation Program may request an initial audiometric examination on his/her own time, subject to the availability of the technician and the equipment.
- (d) Results of an employee's hearing test shall be confidential.

### ***27.12 - Asbestos Monitoring Program***

The Company shall continue to fully fund an Asbestos Monitoring Program for further follow up testing of employees with a work history of two or more years (prior to the 1980's) in Engineering or Maintenance, or who have spent two or more years living on board asbestos insulated ships.

### ***27.13 - Operational Safety of the Ferry System***

- (a) The Company and the Union both recognize the paramount importance which must be placed on continuing the operational safety of the ferry system.
- (b) An Operational Safety Joint Committee comprised of two Company and two Union representatives will be established within one month of the date of ratification of the Collective Agreement.
- (c) The Committee will be charged with the responsibility of being proactive in discussing operational safety issues throughout the ferry system and in facilitating the resolution of disputes which may arise.
- (d) Members of the Committee shall receive wages and expenses pursuant to clause 2.11.
- (e) The Terms of Reference for the Operational Safety Joint Committee shall be developed by the Committee and shall incorporate by reference, statutes and requests by Transport Canada and other relevant operational safety statutes.

## **ARTICLE 28 - WORK CLOTHING AND SAFETY EQUIPMENT**

### ***28.01 - Protective Clothing and Safety Equipment***

- (a) Where required, the Company shall supply on an individual basis the following:
  - 1. Hard hats;
  - 2. Safety gloves;

3. Safety or welding goggles and helmets;
  4. Respirators;
  5. Protective hearing devices;
  6. Welders' leather jackets and aprons;
  7. Explosion-proof lights of sufficient number to provide adequate lighting.
  8. Personal protective equipment for the safe and efficient delivery of first aid.
  9. Once in every 24 month period, \$40 per employee towards the cost of prescription safety glasses, where required, for those employees whose jobs are primarily involved with welding or grinding.
- (b) Further, where required, the Company shall make available an adequate supply of the following:- rubber boots, aprons and gloves (when employees are required to wash or clean machinery or equipment).

### ***28.02 - Cleaning***

The cost of cleaning, laundering and repairing shall be borne by the Company for Company-issued clothing.

### ***28.03 - Union Label***

All clothing shall bear a recognized Union label unless a particular item cannot be obtained from a union manufacturer.

### ***28.04 - Footwear***

- (a) Regular employees in the following classifications will receive an annual allowance in the amount of \$60.00 to defray the cost of the footwear. Employees are required to wear footwear with leather uppers substantial to the workplace hazard with durable non-slip soles.

Catering Employees

Ticket Agent

Tower Operator

Foot Passenger Ticket Agent  
 Ticket Attendant  
 Building Service Worker (Head Office)  
 Terminal Custodian

- (b) Regular employees in the following classifications will receive the allowance specified in (a) above and are required to wear footwear which complies with the Canada Standards Association (CSA) standard, pursuant to the Workers' Compensation Act.

Assistant Foreperson	Technical Storeperson
Driver – Stores	Engine Room Assistant
Deckhand	Building Services Worker
Stockperson	Tradesperson
Terminal Supervisor	Chargehand
Apprentice	Equipment Operator
Dock Repair Worker	Terminal Attendants
Stores Forwarder	Materials Coordinator
OS&H Officer	Labourers
Trades Helpers	Trades Supervisors

- (c) Deas employees who are required to wear approved safety footwear, as above, while at work shall receive an allowance as follows: Regular full-time employees shall receive an annual allowance of sixty dollars (\$60) to defray the cost of such footwear. Part-time and fixed-term employees shall receive the above allowance on a pro-rated basis, based upon the percentage of full-time hours they normally work each year.

## **ARTICLE 29 - TWELVE HOUR VESSELS**

### **29.01 - Hours of Work**

- (a) The work day shall be one of the following:
  - 1. Watchkeepers of "A", "B", "C" or "D" Watch may collectively choose any arrangement of:
    - i) 6 hours on, 6 hours off;
    - ii) 8 hours on, 4 hours off, 4 hours on, 8 hours off;
    - iii) 9 hours on, 3 hours off, 3 hours on, 9 hours off;
    - iv) 12 hours on, 12 hours off.

Chief Engineers shall relieve for meals where the above arrangement changes present procedure in the Engineering department.

- 2. Twelve hours in a spread of 15 hours with a break of no less than three consecutive hours.
- 3. Twelve hour shifts.
- (b) All hours worked in excess of the above shall be paid at the overtime rate.
- (c) Employees shall not have the right to refuse overtime required for the completion of the regularly scheduled number of trips or for emergency runs.
- (d) Regular and Casual employees working on a 14-on 14-off schedule shall receive a differential of 27 % in addition to his/her basic pay; an employee working on a 4-on 4-off schedule shall receive a differential of 25 % in addition to his/her basic pay. An employee who substitutes in another classification shall receive the basic pay and differential for that classification or his/her regular pay and differential, whichever is greater. These schedules are inclusive of the allowance for designated paid holidays. (See Letter of Understanding Re: Northern Differential - Pensionable Earnings).

## **29.02 - Shift Schedules**

Shift schedules for employees working on a 12 hour operation shall be on a ratio of 1:1.

## **29.03 - Meal Breaks and Rest Periods**

(a)

1. All employees working a 12 hour shift shall be entitled to have a paid meal break of one hour's duration as close to the middle of the shift as practicable.
2. Employees shall also be entitled to a second paid meal break of one hour's duration after working 13 consecutive hours on any shift.
3. The Company shall pay the cost of meals and accommodation on live-aboard vessels.

(b)

1. Rest periods shall be 15 minutes and taken without loss of regular pay to the employee.
2. Rest periods may be taken two hours after commencing a shift and at subsequent two hour intervals during the work day.

(c) Employees required to work their meal break shall be paid at overtime rates for the meal break, and shall be given their meal break with regular pay at another time in the work day.

## **29.04 - Call-back (Live-aboard Vessels only)**

Any employee called out for duty outside his/her regular scheduled hours shall receive a minimum of three hours pay at straight-time or overtime rates for all hours worked, whichever is greater.

## **29.05 - Vacations**

(a) Where an employee is granted vacation pursuant to this Agreement, the minimum annual vacation entitlement shall be 14 twelve hour days for 14 day

watch periods and 16 twelve hour days for 4 day watch periods.

- (b) Where a regular employee is entitled to more than minimum vacation, the difference between his/her vacation entitlement and the minimum vacation entitlement may be taken as leave at a later date by mutual agreement.

#### ***29.06 - Vacation Pay***

Payment for vacations shall be made at an employee's regular pay with differential.

#### ***29.07 - Refit and Drydock***

Employees working on live-aboard vessels during the refit period, who live at home, shall receive a flat rate of \$10.00 per day extra to offset shore expenses, plus an allowance for one meal in the middle of their work day, provided no meals are supplied on board the vessel.

#### ***29.08 - Crews on Live-aboard Vessels***

- (a) Crew members working on live-aboard vessels shall be supplied with blankets, mattresses, pillows and bolster covers. The bolster cover shall be cleaned at the Company's expense at least twice per year. Mattresses shall be cleaned or replaced once per year at the Company's expense.
- (b) A clean supply of linen shall also be supplied once per week with a minimum of two sheets, two pillow cases, two hand towels, four bath towels and two face cloths.
- (c) Where the Company assigns single occupancy crew quarters to employees who are non-officer employees, such crew quarters shall be assigned on the basis of service seniority, provided that this does not result in an assignment where employees of the opposite gender will share a cabin.

### ***29.09 - Travel Leave (Live-aboard Vessels)***

Employees on live-aboard vessels shall be granted two days' leave with regular pay for the purposes of travel under the following circumstances:

1. Once per calendar year for leave claimed under clause 26.02;
2. Once per calendar year for leave claimed under clause 26.03.

### ***29.10 - Optional Transportation***

- (a) The Company shall provide return transportation for all employees working on live-aboard vessels between their regular point of assembly and their temporary point of assembly.
- (b) As an alternative to the air transportation provided, the employee may elect to travel to and from Bear Cove in his/her own vehicle. In such cases, the Company shall reimburse each employee with \$75 for a return trip.

### ***29.11 - Differential Pay when on Leave***

- (a) Notwithstanding any other references in this Agreement, regular employees on 12 hour vessels shall be paid regular pay plus differential in the following circumstances:
  1. Vacations;
  2. S.T.I.I.P.;
  3. Workers' Compensation;
  4. Court Appearances under 26.07 (a), 26.07 (d) and 26.07 (e);
  5. First Aid Certificate leave;
  6. MED Certificate leave;
  7. Negotiations.
- (b) In all other circumstances the differential shall not be paid.

### ***29.12 - Compensatory Time Off***

- (a) An employee may elect to accumulate compensatory time off in blocks of 168 hours.
- (b) An employee, upon accumulating 168 hours of compensatory time off, shall, subject to qualified relief being available, use the compensatory time off within six months.
- (c) Where the employee does not use the 168 hours within six months, it shall be scheduled or paid out in cash at the discretion of the Company.

### ***29.13 - Point of Assembly***

- (a) The point of assembly for live-aboard vessels is Prince Rupert Terminal.
- (b) Where the Company provides transportation to a temporary point of assembly, the requirement to pay travel time or mileage is waived. Optional transportation shall be compensated as per clause 29.10.
- (c) Employees may change over in Port Hardy provided:
  - 1. the employees have provided sufficient written notice;
  - 2. the employees are in the same classification;
  - 3. there is no increased cost to the Company.

### ***29.14 - Casual Employees***

- (a) Casual employees working on 12 hour vessels shall be paid at the daily rate for all regularly scheduled 12 hour shifts worked. The daily rate is to be basic pay plus differential. This clause does not apply to casual employees covered by the hours of work under clause 16.04.
- (b) While away from his/her point of assembly, a casual employee working on a live-aboard vessel shall be entitled to work the same number of hours as if s/he were a regular employee in the same classification.

## **ARTICLE 30 – RETIREMENT**

### **30.01 - Pensions**

Employees shall be members of the Public Service Pension Plan in accordance with the Plan rules regarding enrolment and eligibility.

### **30.02 - Pre-retirement Leave**

- (a) An employee scheduled to retire and receive a superannuation allowance under the Public Service Pension Plan, or who has reached mandatory retirement age shall be entitled to:
  - 1. a special leave at his/her basic pay for a period equivalent to 50% of his/her accumulated sick leave credit, to be taken immediately prior to retirement; or
  - 2. a special cash bonus of an amount equivalent to the cash value of 50% of his/her accumulated sick leave credit, to be paid immediately prior to retirement and based upon his/her current basic pay;
- (b) All pre-retirement leave, inclusive of compensatory time off, vacation credits and accumulated sick leave credits (if not taken in cash) shall be scheduled in accordance with the employee's normal shift ratio.

### **30.03 - Vacation Leave on Retirement**

An employee with more than five years of service who retires after age 55 shall be granted full vacation entitlement for the final calendar year of service.

### **30.04 - Retirement Bonus**

- (a) Upon retirement from service, an employee who has completed 20 years of continuous service, and who under the provisions of the Public Service Pension Plan is entitled to receive a pension on such retirement, is entitled to an amount equal to his/her

basic salary for one month, and for each full year of service exceeding 20 years is entitled to an additional amount equal to one-quarter of his/her basic monthly salary. An employee may elect to take this bonus as pre-retirement leave.

- (b) An employee retiring from Long Term Disability who had completed 20 years of continuous service and had turned age 55 before being accepted under the provisions of the Long Term Disability Plan is entitled to an amount equal to his/her LTD salary rate for one month. For each full year of service exceeding 20 years, s/he is also entitled to an additional amount equal to one quarter of his/her LTD salary rate.

### **30.05 - Employee Time Bank**

- (a) An employee shall have the option to bank the following in his/her Employee Time Bank:
  - 1. Vacation in excess of the 15 day minimum entitlement, or part thereof, by advising the Company in writing.
  - 2. Time off credits.
- (b) An employee shall be entitled to draw down 100% of the benefits identified in 1. and 2. above for:
  - 1. education leave taken pursuant to clause 25.03(c);
  - 2. child care leave, where 30 days advance notice has been provided;
  - 3. parental leave taken pursuant to clause 24.02;
  - 4. pre-retirement leave taken pursuant to clause 30.01.
- (c) An employee shall be entitled to utilize 50% of the accumulated benefits under the old sick leave plan for (b) 1., 2., 3. and 4. above.

- (d) All leave taken pursuant to (b) 1., 2. and 3. above shall be scheduled in accordance with the employee's normal shift pattern.
- (e) Once per calendar year, employees shall be entitled to apply to receive up to:
  - 1. a 100% cash payout of the benefits accumulated in (a) 1., and 2. above; and/or
  - 2. a 50% cash payout of the benefits accumulated under the old sick leave plan.
- (f) Upon termination, the employee's final cheque shall include payment at current rates for the days in the Employee Time Bank. Such payment shall be at 50% for any days accumulated under the old sick leave plan, and 100% for benefits accumulated in (a) 1., and 2. above.
- (g) Subject to the provisions of the Income Tax Act, upon termination, an employee may request that any leave remaining in his/her Employee Time Bank be rolled into a registered retirement savings plan.

## **ARTICLE 31 - GENERAL CONDITIONS**

### ***31.01 - T4 Tax Forms***

The Company agrees to provide the employees with their T4 tax forms by February 28 of each year.

### ***31.02 - Parking***

- (a) The Company and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties.
- (b) Crew parking areas at all major terminals shall be adequately fenced, well lit and regularly patrolled throughout the dark hours.
- (c) It shall be the responsibility of the Terminal Manager or his/her designate to ensure that crew parking spaces are not used by unauthorized persons.

- (d) The Company shall issue a parking permit to each employee.
- (e) Regular employees based at Fort Street, Victoria, will receive \$30.00 per month for parking expenses when an official parking receipt is provided to the Company.

### **31.03 - Tools**

- (a) The Company shall provide the tools and supplies for vessel maintenance.
- (b) The Company shall furnish all tools for the galley, including knives for the cooks.

### **31.04 - Replacement of Tradesperson's Hand Tools**

- (a) The Company shall replace the employee's hand tools and tool boxes which may be lost or broken while used on the job. Replacements shall be of equal quality.
- (b) Where the Company requires the employee to use metric tools, Company-issued tools shall be made available.

### **31.05 - Comprehensive Insurance**

The Company shall pay the premium for 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 Company.

### **31.06 - Indemnity**

- (a) Civil Actions - Except where a joint Union-Company Committee considers that there has been flagrant or wilful negligence on the part of an employee, the Company agrees not to seek indemnity against an employee whose actions result in a judgement against the Company. The Company agrees to pay any judgement against an employee arising out of the performance of his/her duties. The Company also agrees to pay any legal costs incurred in the proceedings.

- (b) Criminal Actions - Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not 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 his/her duties, the employee shall be reimbursed for reasonable legal fees.
- (d) At the option of the Company, the Company 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 Company and the employee) or pay the legal fees of counsel chosen by an employee.
- (e) In order that the above provisions shall be binding upon the Company, the employee shall notify the Company immediately, in writing, of any incident or course of events which may lead to legal action against him/her, 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 him/her of intended legal action against him/her; or
  - 2. When the employee him/herself requires or retains legal counsel in regard to the incident or course of events; or
  - 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; or
  - 4. When information first becomes known to the employee in light of which it is a reasonable

assumption that the employee would conclude that s/he might be the object of legal action; or

5. When the employee receives notice of any legal proceedings of any nature or kind.

### ***31.07 - Reimbursement for Loss of Personal Effects***

Any employee covered by this Agreement who, while in the employ of the Company or on Company business suffers a loss of clothing or personal effects from Company property as a result of a disaster, shall be compensated for that loss to a maximum of \$5,000 for employees on live-aboard vessels, and \$2,000 for all other employees.

### ***31.08 - Refits***

- (a) Where practical, refits shall be carried out by ships' personnel in order to provide continuity of employment.
- (b) When an employee is required to work on a vessel which is not in operation due to breakdown or overhaul, or on a vessel which is under construction, the employee shall work his/her regular standard daily hours on such schedules as may be mutually agreed to from time to time. For work performed in these hours s/he shall be paid at his/her regular pay.

## **ARTICLE 32 SHIPS' OFFICERS' COMPONENT**

### ***32.01 - Group Seniority***

#### **I. Calculation of Seniority**

In the application of seniority for appointments under article 10.07, group seniority shall apply for positions scheduled in clause 32.02 with the exception of group 'C' and 'G' positions. Employees shall access service seniority for appointments and group seniority for substitution.

- (a) An Officer shall accrue group seniority from the date of appointment as a regular employee to a position within the group lists defined in clause 32.02.

- (b) Group C and G employees shall commence accruing group seniority from the date they become regular and make their certificate available to the Company.
- (c) When an employee is demoted, his/her group seniority shall include all time in the higher group, in addition to his/her original group seniority in the lower group.
- (d) Upon reinstatement to the higher group, the employee shall be credited with all previous seniority in that group.
- (e) An Officer on general leave without pay for the purpose of seetime accrual shall accrue group and service seniority as applicable for the period of the leave.
- (f) Where a tie in group seniority occurs, service seniority shall be the deciding factor.

## **II. Seniority in Excluded Positions**

- (a) An employee accepting a position which is of a permanent nature outside of the bargaining unit shall retain the right to return to his/her former position within 120 working days from the date of his/her appointment.
- (b) An employee temporarily substituting into an excluded position shall continue to accrue seniority.
- (c) An employee returning to the bargaining unit from an excluded position shall have that time counted for seniority purposes if the employee was previously a member of the bargaining unit.

### **32.02 – Group Seniority Schedule**

#### **1. DECK**

Group A: Masters

ASTO Mate/Relief Master

Chief Officers (“S” Class & Large Vessel)

Second Officer/Relief/Chief Officer

Group B: Mates (Intermediate Vessel)

Mates (Minor Vessel)

Second and Third Officers (“S” Class Vessel)

Second, Third and Fourth Officers (Large Vessel)

Group C: Deckhand with W/K Mate Certificates or higher

## **2. ENGINEERING**

Group D: Senior Chief Engineers (“S” Class Vessel)

Senior Chief Engineers (Large Vessel)

Senior Chief Engineers (Intermediate Vessel)

Chief Engineers (“S” Class Vessel)

Chief Engineers (Large Vessel)

Group E: Senior Chief Engineers (Minor Vessel)

Chief Engineers (Intermediate Vessel)

Chief Engineers (Minor Vessel)

First Engineers / Relief Chief Engineers

First Engineers (“S” Class Vessel)

First Engineers (Large Vessel)

Second Engineers (Northern Vessel)

Group F: Third Engineers (“S” Class Vessel)

Third Engineers (Large Vessel)

Third Engineers (Intermediate Vessel)

Third Engineers (Minor Vessel)

Group G: Engine Room Assistants holding Fourth Class  
Motor Certificates or higher

## **3. SHIPS’ OFFICERS TECHNICAL**

Group H: Deck Engineer

Ship’s Electrician

#### **4. CATERING**

Group I: Senior Chief Steward

Chief Steward

##### **32.03 - Substitution**

- (a) Ships Officer Positions which are to be filled by substitution shall be filled in the following order:
  - 1. the senior qualified employee within the affected work unit(s);
  - 2. the senior qualified employee within the point of assembly, provided that this does not result in additional cost to the Employer;
  - 3. through casual recall
- (b) For purposes of Ships Officer position substitution, Seniority means the following:
  - 1. Group Seniority, for those covered by the Group Seniority Schedule under clause 32.02,
  - 2. Group C seniority, for Deckhands with Watchkeeping Mate Certificates or higher, from the date of availability of the certificate to the Employer,
  - 3. Group G seniority, for Engine Room Assistants with Fourth Class Motor Certificates or higher, from the date of availability of the certificate to the Company.
- (c) For purposes of substitution, employees temporarily assigned to a watch or shift shall be considered part of that watch or shift.
- (d) Employees shall have the right to refuse substitution, except as defined in their job descriptions. Employees who have accepted training and/or education at the Company's expense shall be required to substitute into positions they are capable of performing.
- (e) When an employee, who has not accepted training and/or education at the Company's expense, declines

substitution for any assignment, s/he shall not be entitled to claim substitution for that assignment until that assignment is completed. Substitution cannot be claimed if the employee is not available when the substitution is required on a daily basis.

- (f) It is understood that substitution shall not be required when there is a Staffing Pool/ASTO Relief employee of the appropriate classification available.

### **32.04 - Pay**

- (a) Chief Officer substituting as Master on a Large Vessel shall be paid at the salary rate of Master, Large Vessel, as outlined in Appendix "C".
- (b) All Licensed rates of pay contained in Appendix 'C' shall form part of Article 32.

### **32.05 - Certificate Allowance**

An allowance of \$100.00 per month shall be paid to all Officers, not inclusive of Group 'C' or Group 'G' employees, who have a certificate(s) of competency superior to existing minimum job specification requirements for their appointed positions, and to all Chief Officers. This is the maximum allowance per month payable under this clause regardless of the level and/or number of certificate(s) of competency. The certificate(s) shall be available to the Company.

### **32.06 - Change to Certificate Requirements**

- (a) A regular employee who has his/her certificate requirements changed as a result of a change of a vessel shall have his/her position protected by recognition of the appropriate regulatory authority's approved lesser certificate(s) for the new vessel.
- (b) Existing regular employees who hold their present position as a result of recognition of a lesser certificate than the Company requirement found in the selection criteria shall continue to have these lesser certificate(s) recognized for their current positions.

### **32.07 - Lateral Transfer - Ships' Officers**

- (a) Applicants for lateral transfer must have worked in their present location for not less than one year.
- (b) Transfer expenses shall be paid by the Company upon promotion.
- (c) Lateral transfer expenses shall be paid by the Company for employees holding positions listed on the Group Seniority Schedule (other than Group "C" and "G") who have worked at their present location for not less than two years.

### **32.08 - Clearance to Sail**

- (a) On completion of the annual refit of any vessel, no vessel shall be required to sail until the on-watch Chief Engineer and Master of the vessel give indication that they are satisfied with the condition of the vessel.
- (b) Scheduled refit periods shall include a suitable period of time for adequate checking and clean-up of the vessel. The Senior Chief Engineer on the refit shall have the authority to supervise any work done by outside contractors during the refit. Such work shall not be cleared until the Superintendent or his/her designate is satisfied that the job is suitably completed.

### **32.09 - Hours of Work - Ships' Officers**

#### **I. Ships' Officers - Seven Day Operations**

- (a) The standard daily hours, inclusive of meal and rest periods, shall be as follows:
  - 1. eight hours for all Deck and Catering personnel and Chief Engineers and Senior Chief Engineers.
  - 2. seven and one-half hours for all other employees, except as otherwise provided in this Agreement.
- (b) The shift schedule shall be on the basis of two days on and one day off.

- (c) The shift schedules are inclusive of a built-in allowance for designated paid holidays.
- (d) Regular employees covered under clause 32.09(a) 1 shall, on January 1 of each year, be credited with 17 days of paid time off for working an eight hour day.
- (e) Regular employees receiving temporary appointments to eight hour positions or from eight hour positions covered by this clause shall have their 17 day entitlement recalculated on a monthly basis.
- (f) Employees appointed to positions covered by clause 32.09(a)1. shall have 17 days of paid time off credited on the basis of 1.42 days for each month remaining in the calendar year. These employees shall receive 1.42 days provided they work ten days in those positions in the first month. Overtime shall apply if they work less than ten days. The reverse is the case for employees leaving positions covered by clause 16.01(a)1.
- (g) The options outlined under clause 18.14 and clause 18.15 will apply to clause 32.09(d) and clause 32.09(f).

## ***II. Ships' Officers - Seven Day Operations (Northern Islands)***

The work schedules outlined in Table "A" and the following provisions shall apply to the Northern Gulf Island routes that were amalgamated with the British Columbia Ferry Corporation on October 1, 1985.

- (a) Watch schedules shall be on a 12 month basis.
- (b) 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 work day.
- (c)
  1. Where the length of the scheduled work day and/or shift pattern vary during the year, the Scheduled Surplus Differential (SSD) shall be based on the

scheduled work day length which is in effect for each day worked.

2. Annual Scheduled Time Off (ASTO) shall be scheduled on an annual basis, taking into account expected annual variation in the length of the scheduled work day.
  3. The length of the scheduled work day used in calculating the SSD shall be the average of the day, afternoon and night shift scheduled work days.
  4. The SSD shall be based on the employee's basic pay and paid monthly. Any necessary adjustments shall be calculated once per year with Dec. 31 as the cut-off date.
  5. Employees on educational leave or in receipt of Short Term Illness and Injury Plan benefits for a period in excess of one full watch or its equivalent shall not be entitled to SSD.
  6. Adjustments to SSD payments shall 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 work day 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 work day shall be seven hours; the maximum scheduled work day shall be nine and one-half hours. The minimum average scheduled work day shall be seven and one-half hours.
- (f)
1. ASTO shall be calculated and scheduled on a calendar year basis and except as provided in 2.

below; scheduled on a seniority based employee preference scheme to ensure full-time employment of all regularly appointed ASTO relief employees. No employee shall exercise his/her seniority for more than one continuous period of ASTO per year.

2. Where the Company can demonstrate that the ASTO scheduled on a yearly basis does not meet the requirements of ensuring full-time employment as in 1. above, 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, his/her preference.
  - ii) Where more than one employee of the same classification has scheduled ASTO at the same time and the employees cannot resolve it between them, the senior employee may exercise his/her seniority rights.
  - iii) No employee shall be permitted to exercise his/her seniority in more than one block per year and more than once in that block.
  - iv) The Company reserves the right to schedule ASTO on a reverse seniority basis where no employee chooses ASTO pursuant to this paragraph.
  - v) No employee shall be forced to take more than one-half of his/her ASTO entitlement in any one block.
  - vi) The number of blocks shall be decided by mutual agreement at the local level. There shall be a minimum of two blocks and a maximum of four blocks.

3. For each vessel, 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 shall be made to accommodate the employee's ASTO choice.
  4. An employee may advise the Company in writing once a year that s/he wishes 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 his/her seniority rights with respect to that ASTO schedule in that block. However, every effort shall be made to grant ASTO at the time of the transferred employee's choice, providing that this does not result in a shortfall of hours in the regular ASTO employee's hours of work. Notwithstanding clause 32.09(h), the transferred employee shall be able to take all his/her ASTO in the calendar year.
- (g) Overtime compensation may be taken in cash or compensatory time off. Compensatory time off may

be elected twice per calendar year and taken on the following basis:

1. Compensatory time off taken must be not less than a full watch cycle unless by mutual agreement.
2. Vacation entitlement not accounted for in SSD may be added to compensatory time off and taken as per 1. above.
3. Time taken under 1. and 2 above shall not exceed 15 work days per year except by mutual agreement.
4. Time not taken under 1. and 2 above shall be paid in cash or accounted for under paragraph 32.09(h).
5. Time off to be taken under 1 and 2 above may be scheduled by the Company in the final quarter of the year if no preference has been given by the employee by that time, or the employee may opt to be paid his/her outstanding balance in cash.

(h) The accumulation of all time (including ASTO vacation not accounted for in Table A 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 half shift blocks where the working days of the shift pattern are 10 days or more. Where the working days of the shift pattern are less than 10 days, such time shall be taken in full shift blocks. Notwithstanding the above, employees shall be entitled to take time off by shift length day provided no cost accrues to the Company.

(i)

1. Casual employees shall work days as required within the month.
2. Define “watch month” for casual employees as whichever of 27, 28 or 30 days is a multiple of the

watch period, i.e. for a 10:5 watch period, watch month is 30 days; for a 6:3 watch period, watch is 27 days.

3. Casual employees shall be paid overtime rates for all hours worked in excess of scheduled hours for the shift on which they work.
4. Casual employees shall be paid double the straight-time rate for all scheduled hours worked in excess of 152.25 hours in the appropriate “watch month” as worked by the regular watch.
5. Casual 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. Casual employees who complete a full shift pattern are entitled to the rest period appropriate to the particular shift pattern pursuant to Table A. Work performed on such rest days shall be considered overtime pursuant to paragraph 18.02(c)2.
7. Casual employees do not qualify for recall pursuant to Article 8 during their days of rest.
8. No employee shall start a new watch month until his/her previous watch month has ended.

(j)

1. The length of the scheduled shift (work day) and the shift pattern (watch) may vary within the year to meet operational requirements.
2. Shift changes for employees required to be with a vessel during annual refit shall be made to make scheduled work days coincide with refit work days which are based on the hours of work at the applicable shipyard.
3. Employees required to deliver a vessel to and from refit shall be paid applicable overtime rates for

hours worked in excess of their regularly scheduled work day. Where the return delivery job abuts a refit work day, then the length of that refit work day shall be used as the length of the work day.

4. Shipyard hours shall commence on the first work day at the shipyard and conclude on the last day at the shipyard.
5. Employees required to be with the vessel at refit shall work their regular shift up to the commencement of refit. Such employees shall resume their regular shift upon the completion of refit.
6. The actual hours worked during refit shall be measured against those hours which would have been worked had the employee remained on his/her regular work schedule. The period used for such comparison shall commence on the first day of the last full watch period prior to refit and end on the last day of the first watch period after refit. Any shortfall resulting from such comparison shall be forgiven. Any surplus resulting from such comparison may be compensated in cash or time off in accordance with (g).
7. Employees shall be provided with reasonable, shared transportation between the shipyard and their provided residence during the period of refit.

**(Refer to Table “A” in Clause 16.04)**

### ***III. Ships’ Officers - Ten Hour Vessels***

- (a) The standard daily hours, inclusive of the meal and rest periods, shall be ten hours for all Deck, Catering and Chief Engineer and Senior Chief Engineer personnel.
- (b) The shift schedule shall be on the basis of one day on and one day off.
- (c) The shift schedules are inclusive of a built-in allowance for designated paid holidays.

- (d) Where an employee is granted vacation pursuant to Article 20 of this Agreement, the minimum annual vacation entitlement shall be 15 ten hour days. Where a regular employee is entitled to more than the minimum vacation entitlement, the difference between his/her vacation entitlement and the minimum vacation entitlement may be taken as leave at a later date by mutual agreement.
- (e) Employees working a ten hour shift shall receive a differential of 5% in addition to their basic pay.

#### ***IV. Ships' Officer - Twelve Hour Vessels***

- (a) The work day shall be one of the following:
  - 1. Watchkeepers of "A", "B", "C" or "D" Watch may collectively choose any arrangement of:
    - i) 6 hours on, 6 hours off;
    - ii) 8 hours on, 4 hours off, 4 hours on, 8 hours off;
    - iii) 9 hours on, 3 hours off, 3 hours on, 9 hours off;
    - iv) 12 hours on, 12 hours off.

Chief Engineers shall relieve for meals where the above arrangement changes present procedure in the Engineering department.

  - 2. Twelve hours in a spread of 15 hours with a break of no less than three consecutive hours.
  - 3. Twelve hour shifts.
- (b) All hours worked in excess of the above shall be paid at the overtime rate.
- (c) Employees shall not have the right to refuse overtime required for the completion of the regularly scheduled number of trips or for emergency runs.
- (d) Regular and Casual employees working on a 14-on 14-off schedule shall receive a differential of 27 % in addition to his/her basic pay; an employee working on a 4-on 4-off schedule shall receive a differential of

25 % in addition to his/her basic pay. An employee who substitutes in another classification shall receive the basic pay and differential for that classification or his/her regular pay and differential, whichever is greater. These schedules are inclusive of the allowance for designated paid holidays.

### ***32.10 - Work Schedules Staffing Pool***

Ships' Officers Staffing Pool employees shall be scheduled on the same basic ratio of work days and days off as is common to their individual classification. Work schedules for Staffing Pool employees shall be given for either 36 days in the case of 12-on-6-off employees, or 30 days for all other employees. Schedules shall be provided in writing seven days in advance. Where it is necessary that the schedule of an individual employee be altered to meet operational requirements, the employee shall be entitled to the penalty pays which accrue under clauses 17.03, 17.05.

### ***32.11 - Continued Proficiency Certificates***

When the Company or a regulatory authority requires a Ships' Officer to be in possession of a Continued Proficiency Certificate, the employee shall be granted leave with regular pay. The Company shall bear the full cost of obtaining and renewing the certificate including tuition fees, entrance or registration fees, laboratory fees, course required books, examination fees and subsistence expenses. Fees are to be paid by the Company when due. Where the same courses are provided by the Company, employees shall avail themselves of such courses in preference to other facilities.

### ***32.12 - Career Development***

The purpose of this clause is to provide Ships' Officers with the opportunity to obtain the necessary prerequisites to advance within their classification, and to ensure that the Company has qualified employees to fill vacancies as they arise.

- (a) Term Certain Staffing Pool positions will be made available as career development opportunities so that senior qualified employees at that point of assembly can accrue the watchkeeping time necessary to sit for their next higher certificate examination.
- (b) Career development opportunity positions will be in the following classifications: Third Engineer, First Engineer, and Second Officer.
- (c) Employees shall be offered career development opportunities as a temporary appointment at their point of assembly. Once having earned the necessary watchkeeping time, they will revert to their former position in order that the career development opportunity may be offered to another designated employee.
- (d) Once selected and having obtained the necessary watchkeeping time, the employee will be considered for an opportunity to obtain the next higher certificate under the Education Leave Program.

### ***32.13 - Development Opportunities***

- (a) The Company may identify local or Fleet-wide training opportunities for anticipated operational needs or development opportunities. Such opportunities shall be posted to allow interested employees to apply.
- (b) Employees shall be selected for training opportunities based on meeting the qualifications, availability, ability, and suitability requirements as determined by the Company, in order of seniority.
- (c) Upon successful completion of the training, employees deemed capable are eligible to substitute or be appointed.

### ***32.14 - General Leave to Accrue Seetime***

Notwithstanding clause 26.10(b) of the Collective Agreement, the parties hereby agree that an employee may request

a general leave of absence without pay for the purpose of working for another Company, not including any competitors of BC Ferries, to accrue seetime.

Such general leave of absence without pay is intended to assist the employee to obtain a certificate or to upgrade to a higher marine certification and is subject to the following:

- (a) An employee may be granted leave of absence without pay to accrue seetime subject to operational requirements and provided that qualified relief is available.
- (b) The maximum period that an employee may be on such leave of absence without pay shall be one year.
- (c) As part of the necessary information for the leave of absence without pay the employee must provide the following information:
  - 1. a clearly documented career development plan,
  - 2. a demonstrated need for seetime,
  - 3. prior to the commencement of the general leave, the employee will provide proof of employment, and
  - 4. verification from Transport Canada of the applicability of the seetime.
- (d) An employee on general leave without pay, in accordance with this clause, shall accrue group and/or service seniority as applicable for the period of the leave.
- (e) Where two or more employees from the same point of assembly and same job classification are requesting approval for a leave of absence which would occur at the same time, and all requests cannot be accommodated, then the available leave(s) shall be granted to the employee(s) with the greatest group or service seniority, as applicable.

### ***32.15 - No Painting***

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

### ***32.16 - Third Party at Grievance Steps 2 and 3***

The Employer agrees that, should a grievance arise involving a licensed and unlicensed employee requiring Union representation for both members, a third party may be called in by the Ships' Officers Component at Steps 2 and 3 to present said grievance.

### ***32.17 - Personnel File***

The Human Resources Division shall, upon receipt of written authorization by the employee, supply the President of the Ships' Officers Component or his/her designate with all documentation from the employee's personnel file relating to a grievance in order to facilitate an investigation.

### ***32.18 - Footwear - Ships' Officers***

The Company will continue to provide footwear to all regular employees appointed to licensed positions.

### ***32.19 - Refits - Ships' Officers***

- (a) Where practical, refits shall be carried out by ships personnel in order to provide continuity of employment.
- (b) When an Officer is asked to work on a vessel which is not in operation due to breakdown or overhaul, or on a vessel which is under construction, the Officer shall work his/her regular standard daily hours on such schedules as may be mutually agreed to from time to time. For work performed in these hours he/she shall be paid at his/her regular pay.

### ***32.20 - Technological Change - Retraining***

Regular employees who are assigned by the Company to work with new technology shall receive a reasonable period of training. Employees involved in training and familiarization

under this clause shall receive their basic pay for the period of training and familiarization. Where the employee cannot meet the job requirements upon completion of the training and familiarization period, the employee shall be offered the options under clause 13.04.

### **32.21 - Medical Examinations**

Other than a medical examination required under the Short Term Illness and Injury Plan, where the Company requires a Regular employee to submit to a medical examination or medical interview, or where a medical examination is required by a regulation made pursuant to a statute, it shall be at the Company's expense and on the Company's time.

### **32.22 - Education Leave**

- (a) The purpose of this clause is to provide employees with the opportunity for sustained study and upgrading to higher standard certificates or other pertinent qualifications.
- (b) Education leave with basic pay to take formal training and study, for the purpose of securing a certificate or diploma or other qualification, may be approved, to a maximum of five months, by the Company 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 Company that the employee secure the certificate.
  - 4. On the basis of 1. to 3. above, group shall prevail.
  - 5. So far as possible, leave with basic pay shall be granted during the period of reduced service, i.e., winter period.

6. Upon successful completion of the course and required examination, the Company shall pay tuition fees, cost of required textbooks and first examination fee. The Company shall pay travelling expenses for one return trip from the employee's home to the school and pay \$100 per week toward the out-of-pocket subsistence expenses of the employee, provided that the employee's home is more than 100 kilometres or three hours' travelling time from the nearest school offering the course being taken. Such employees who must also travel by ferry shall be provided with assured loading privileges.
7. The employee provides proof of attending the course in a form specified by the Company.
8. 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 leave period and, should s/he resign before the period expires, s/he shall refund the proportion of all costs paid during his/her leave, including salary, in direct relation to the unexpired period and the period required.
9. If, after being granted appropriate leave with basic pay, the employee fails to obtain the appropriate certificate or upgrading, further leave shall be without pay and all further costs specified in 6. above shall be borne by the employee.
10. Commensurate with the demands of the Company, leave of absence with basic pay shall be granted to an appropriate number of employees.
11. The Company reserves the right to limit the period of leave with basic pay or without pay as well as to establish the minimum academic standard

employees should attain before leave with basic pay is granted.

12. The Company may require employees requesting education leave to write a qualifying examination set by an independent authority to determine the employee's capability to take the course requested.

- (c) Leave with basic pay to write examinations for a certificate or other qualification may be approved to a maximum of five working days.
- (d) Employees granted education leave with basic pay, accumulate vacation and sick leave credits while attending the course.
- (e) The Union recognizes that the Company shall not wish to grant leave with basic pay for attending a course in cases where there are already sufficient qualified personnel. In this event the Company shall not unreasonably withhold leave without pay at the request of an employee wishing to take an approved course.
  - 1. Where leave without pay is granted, the employee shall retain seniority rights.
  - 2. Upon return, the employee shall be placed in his/her former position or in a position of equal rank and salary at the same point of assembly.
  - 3. If the employee maintains coverage for medical, extended health, dental, and group life, the Company agrees to pay the Company's share of those premiums. If the employee fails to return to work at the prearranged date, the Company shall recover money paid under this clause.
  - 4. Prior to taking unpaid leave under this clause, the employee shall undertake to remain in service after return for a period equivalent to the leave granted,

or shall refund any financial assistance granted under this clause on a prorated basis.

- (f) 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 salary for the period of study leave. In the event of such combined support exceeding the basic salary, 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 Company.

### ***32.23 - Leave for Writing Examinations***

Leave of absence with basic pay shall be granted to allow Officers time to write examinations approved by the Company. A minimum of 12 hours shall be allowed between the end of a shift and the commencement of an examination.

### ***32.24 - Professional Standards Committee***

- (a) There shall be a Professional Standards Committee comprising not less than three Engineer Officers and three Deck Officers from various geographic areas appointed by the Union and such representatives as are appointed by the Company.
- (b) The Committee shall meet, under clause 2.11 of the Collective Agreement, not less than three times annually, and shall consider and make recommendations on all aspects of professional standards.
- (c) The Professional Standards Committee may also discuss and make recommendations regarding the number and location of career development positions and training requirements for Deck and Engineer Officers, and shall discuss the introduction of a cadet program, including the design options and the applicable terms and conditions, in order to meet the Company's future operational needs.

## **ARTICLE 33 - DEAS PACIFIC MARINE COMPONENT**

The following is the Deas Pacific Marine component language of the British Columbia Ferries Services Collective Agreement. All other provisions of the BCF Agreement, excluding those provisions listed below, shall apply to Deas Pacific Marine employees unless stipulated in this Article.

Article 7	Article 14	Clause 18.08
Paragraph 8.02 (b)	Clause 15.06	Clause 18.14
Paragraph 8.02 (e) 2	Clauses 16.01 to 16.10	Clause 18.15
Paragraph 8.02 (e) 5	Clause 17.01	Clause 18.16
Clause 8.07	Clause 17.02	Clause 20.07
Paragraph 10.06 (c)	Clause 17.03	Clause 20.08
Paragraph 10.07 (a)	Paragraph 17.05 (a)	Paragraph 21.01(9)
Clause 10.10	Paragraph 18.01 (a)	Clause 30.05
Clause 11.02	Clause 18.03	Clause 31.08
Article 12	Paragraph 18.07 (a)	All MOU's, except #7 Appendix C

### **33.01 - Temporary Employees**

- (a) A temporary employee is one who is hired on an as-needed basis to supplement the regular or fixed-term work force. Temporary employees shall accumulate their temporary hours worked, which shall be utilized in accordance with the provisions of this clause.
- (b) Temporary employees shall be scheduled to work on an as required basis and may work up to full-time hours. They shall be paid on an hourly basis, rounded to the next 1/2 hour.
- (c) Temporary employees shall receive overtime when they work in excess of the standard daily hours or in excess of the standard weekly hours as defined in paragraph 33.21 (a) and (b).

- (d) The Company may utilize temporary employees at its discretion until they have accumulated the equivalent of one-half (1/2) of an applicable full-time employee's annual straight time hours. Thereafter, temporary employees shall be utilized in order of the date they reached the equivalent of one-half of an applicable full-time employee's annual straight time hours, provided that they have the required qualifications and ability.
- (e) Temporary employees who work the equivalent of an applicable full-time employee's annual straight time hours in a classification in any twenty-four (24) month period, shall have their employment status changed to that of a fixed-term employee in that classification. Employees converted under this clause shall complete the probationary period in the classification in which they are converted. Temporary hours previously worked within that classification shall be counted for this purpose. The seniority date for employees converted under this paragraph shall be the date they were converted, adjusted to include their accumulated temporary service prior to their conversion.
- (f) Temporary employees who have accumulated the equivalent of one-half (1/2) of an applicable regular full time employee's annual straight time hours and who have actually worked for the Company in the previous six (6) month period, shall be entitled to utilize their accumulated hours of temporary service, as if it were seniority, when applying for posted positions against external applicants, pursuant to the provisions of Article 10.
- (g) Temporary employees who obtain a posted position pursuant to Article 10 shall complete a probationary period in their new classification. Temporary hours previously worked within that classification shall be counted for this purpose. The seniority date for temporary employees who obtain a posted position

shall be the date they were appointed to the posted position adjusted to include their accumulated temporary service.

- (h) Temporary employees shall be eligible for the other provisions of this Agreement where such eligibility is expressly established.
- (i) Temporary employees shall be paid ten and one-half percent (10.5%) of their gross earnings on each pay cheque in lieu of Annual Vacations, General Holidays, Health and Welfare Benefits, applicable statutory requirements and all of the other benefits and perquisites of this Agreement for which they are ineligible. In addition, temporary employees shall be enrolled in the pension plan provided the provisions of the pension plan require such enrolment.

### **33.02 - Fixed-Term Employees**

- (a) A fixed-term employee is one who is normally hired to work for a term certain appointment of ninety (90) consecutive calendar days or longer excluding a Christmas break, if any. Term Certain employment opportunities shall be filled either by the conversion of temporary employees in accordance with clause 33.01, by the recall of fixed-term employees in accordance with paragraph (c) below, or by the Company declaring a Term Certain vacancy that it posts and fills pursuant to Article 10. The Company shall endeavour to identify with certainty the beginning and end of each fixed-term employee's term of employment.
- (b) All provisions of the Agreement that apply to Casual Employees shall apply to Fixed-Term Employees, unless stipulated otherwise in this Article, except for the following:

Paragraph 8.02 (b)

Paragraph 8.02 (e) 2

Paragraph 8.02 (e) 5

Clause 8.07

Article 12

Clause 26.02

Clause 26.03

- (c) Clauses 33.12, 33.13, 33.14, 33.15, and 33.16 do not apply to fixed-term employees and shall be replaced by the following:
1. They shall be given as much notice as operationally possible when their periods of fixed-term of employment come to an end, but in no event less than one (1) working day or pay in lieu thereof.
  2. They shall be laid off at the end of their fixed-term of employment, in reverse order of seniority, provided the fixed-term employees to be retained at that time have the required qualifications and ability.
  3. They shall be recalled to future fixed-term employment in order of seniority, in accordance with the Call List provisions set out in paragraphs (iv) to (viii) below, provided they have the required qualifications and ability.
  4. They shall retain the right of recall for future term certain employment at DEAS Pacific Marine until one (1) year has passed from the date the employee's name was placed on the fixed-term employee recall list.
  5. The Company shall establish a Call List for those fixed-term employees who have completed at least nine (9) cumulative months of fixed-term employment in their classification in any refit season (e.g. September to May) and who wish to perform work when they are laid-off during the balance of that year.

This Call List shall contain two (2) categories:

Category 1: those that are willing to perform any work that comes available for which they have the required qualifications and ability; and

Category 2: those that only wish to perform work that comes available in their classification.

6. The Company has the right to require that each fixed-term employee provide service in their classification for the entire refit season. It being understood that fixed-term employees shall complete the work for which they were hired even if so doing results in their working more than the refit season. Fixed-term employees who do not make themselves available to perform work in their classification in any refit season, without just and sufficient cause, shall have their names removed from the seniority list and are thereafter deemed terminated in all respects.
7. Fixed-term employees who are laid-off and who have not completed the refit season shall automatically have their names placed on the Call List for recall for future work in their classification (Category 2).
8. After a fixed-term employee has worked the requisite nine (9) cumulative months of service and is laid off, s/he may elect to place his/her name on the Call List. Laid-off fixed-term employees who do not elect to place their names on the Call List after they have completed the requisite nine (9) cumulative months of service are deemed to be bypassed for all recall work that becomes available outside of the refit season. Laid-off fixed term employees who elect to place their names on the Call List are expected to accept any recall to work within the category they have selected. If they do

not do so, their name shall be removed from the Call List for the balance of that year.

9. Laid off fixed-term employees who have provided the requisite nine (9) cumulative months of service in any year may add their names to the Call List or remove their names from the Call List at any time during their period(s) of layoff, provided that they provide at least one (1) calendar week's notice to the Company of so doing.

- (d) Fixed-term employees who are on lay-off shall be required to pay the Company's share of the Health and Welfare Benefits under Article 8 as well as the employee's share for that month, if they wish to maintain coverage for the following benefit plans:

Basic Medical Insurance

1. Extended Health Benefits
2. Dental Plan
3. Group Life Insurance

- (e) Fixed-term employees have start date seniority pursuant to clause 33.04.

- (f) Fixed Term Conversion Mechanism

1. On or before June 30th each year, the parties shall meet for the purpose of discussing and identifying workforce staffing requirements.
2. The Parties are to give appropriate consideration to past requirements relative to anticipated future plans so as to identify:
  - i) skill shortages and training needs
  - ii) regular full time postings
  - iii) regular part time postings
  - iv) term certain positions

- v) conversion of fixed term employees to regular status
- vi) conversion of temporary employees to fixed term status

Differences may be submitted for adjudication to arbitration.

### **33.03 - Part-Time Employees**

- (a) A part-time employee is any regular or fixed-term employee who normally works less than the full-time hours, as defined in paragraph 33.20 (a) & (b), but at least fifty percent (50%) or more of such hours, on a regularly scheduled basis.
- (b) With the exception of Health and Welfare Benefits covered by paragraph (d) below, the provisions of this Agreement shall be prorated for part-time employees on the basis of the percentage of standard daily hours each such employee is normally and regularly scheduled to work.
- (c) The leave provisions of this Agreement, which otherwise entitle a part-time employee to a day off with pay, shall only apply when the employee is scheduled to work on the day in question.
- (d) Part-time employees shall be eligible to participate in the Public Service Pension Plan on the same basis as eligible full-time employees (subject to the carrier's approval) and shall be eligible for the following benefits, with the Company paying the same premium percentage as it pays for eligible full-time employees, as follows:
  - 1. Short Term Illness and Injury Plan - prorated for the days the employee would have otherwise been scheduled to work.
  - 2. Basic Medical Insurance
  - 3. Extended Health Care Plan

- 4. Dental Plan
- 5. Group Life Insurance

- (e) Part-time employees shall not be required to work additional hours to those they are normally and regularly scheduled to work without their approval. They shall receive overtime when they work in excess of the standard daily hours or in excess of the weekly hours of work applicable to full-time employees as defined in paragraph 33.20 (a) and (b).
- (f) No regular full-time employee, who was employed and had seniority as at June 26, 2004, shall have his/her status converted to part-time without his/her permission. The Company is committed to maximizing full-time employment opportunities in its operations. In this regard, the Company shall make every reasonable effort to combine existing part-time jobs into full-time jobs, provided its operational requirements and customer service objectives permit.

### **33.04 - Calculation of Seniority**

- (a) Regular and fixed-term employees shall accrue seniority pursuant to Clause 10.03 and including previous accumulated service as a temporary employee;
- (b) Seniority in Excluded Positions
  - 1. A fixed-term employee accepting a position of a permanent nature outside of the bargaining unit shall retain the right to return to his/her former position within one hundred and twenty (120) working days from the date of his/her appointment.
  - 2. A fixed-term employee temporarily substituting into an excluded position shall continue to earn seniority.
  - 3. A fixed-term employee returning to the bargaining unit from an excluded position shall have that

time counted for seniority purposes, provided the employee was previously a member of the bargaining unit.

### ***33.05 - Fixed-Term Seniority List***

The Company shall maintain seniority lists for all fixed-term employees that shall show the employee's present classification together with his/her seniority. A copy of an up-to-date seniority list shall be provided to the Union annually and a copy shall be posted on the notice board.

### ***33.06 - Fixed-Term Re-Employment***

A fixed-term employee who resigns his/her position and within thirty (30) calendar days is rehired by the Company as a fixed-term employee shall be granted a leave of absence without pay covering those days absent. And the employee shall, upon such reemployment, retain all rights and provisions in relation to seniority and other fringe benefits provided s/he has not withdrawn his/her pension contributions.

### ***33.07 - Term Postings***

- (a) Term Certain vacancies of ninety (90) consecutive calendar days or more that are to be filled shall be posted on the bulletin board(s) and electronically on the Company's website for a period of not less than seven (7) calendar days.
- (b) A fixed-term employee who attends a job interview during what would otherwise be his/her regularly scheduled working hours shall suffer no loss of regular pay.

### ***33.08 - Selection Process***

Vacancies for all Supervisor positions, Chargehand positions and Planner positions shall be filled based on seniority, qualifications and suitability, with seniority prevailing unless a difference in required qualifications and suitability is shown. In the event that the Company selects a junior applicant,

the Company shall bear the onus of showing a difference in qualifications and suitability between the applicants.

### ***33.09 - Substitution***

- (a) Temporary vacancies for all Supervisor positions, Chargehand positions and Planner positions shall be filled based on seniority, qualifications and suitability, with seniority prevailing unless a difference in required qualifications and suitability is shown. In the event that the Company selects a junior applicant, the Company shall bear the onus of showing a difference in qualifications and suitability between the applicants.
- (b) Temporary vacancies in other bargaining unit positions shall be filled from the work unit on the basis of seniority provided the employee to be appointed has the required qualifications and abilities
- (c) For the purposes of substitution, work unit is defined as per shift and classification.

### ***33.10 - Training Opportunities***

Employees who have been provided with Company paid training are normally expected to perform work related to such training, if requested to do so by the Company.

### ***33.11 - Job Classifications and Descriptions***

While each employee will normally be assigned work in accordance with his/her classification description, in order to ensure that all work progresses as efficiently and cost effectively as possible, employees may be required to perform other duties, including assisting other workers with their work and generally contributing to an effective and efficient team.

### ***33.12 - Layoff Order***

- (a) Temporary employees shall be laid off prior to the layoff of any regular or fixed-term employee provided the regular/fixed-term employee(s) to be retained have the required qualifications and abilities to perform the work that remains.

- (b) Fixed-term employees shall be laid off prior to the layoff of any regular employee provided the regular employee(s) to be retained have the required qualifications and abilities to perform the work that remains.
- (c) Apprentices/trainees under Article 9 shall not be laid off during their apprenticeship or training periods, provided that, in times of layoff, the Company may maintain a ratio of not more than one (1) apprentice for every three (3) TQ trades' people in each particular trade, to a minimum of one (1) apprentice per trade. Apprentices/trainees shall be laid off in order of seniority, as necessary, to maintain this ratio in each trade during times of layoff. The above notwithstanding, apprentices/trainees shall not be laid off while attending their offsite classroom training courses.
- (d) Regular employees in circumstances other than those covered by the Letter of Understanding: No Layoff - Core Employees (Deas Pacific Marine), if applicable, shall be laid off in reverse order of seniority within the affected classification(s).

### ***33.13 - Layoff - Core Employees***

Regular full-time employees who were transferred to Deas Pacific Marine Inc. from BCFS Inc pursuant to the Coastal Ferry Act on July 1, 2003 shall be subject to the Letter of Understanding: No Layoff - Core Employees (Deas Pacific Marine).

### ***33.14 - Notice of Layoff for Regular Employees***

#### **(a) Permanent Layoff**

1. Regular employees who are given notice of permanent lay off (i.e. exceeds twelve (12) consecutive weeks) shall be laid off in accordance with Article 12 of this agreement.

2. Any temporary extension of work beyond that date stated in the notice of layoff under this section shall not nullify notice previously given.
3. The Union shall be notified of layoffs, in writing, at the same time as affected regular employees.
4. Notice of layoff to regular employees on STIIP, WCB, or LTD shall be effective the date of receipt. Upon receiving clearance to return to work, the employee shall have seven (7) calendar days in which to elect to bump, layoff, or sever.

**(b) Temporary Layoff**

1. The Company shall give as much advance notice as possible to regular employees of temporary layoffs [i.e. layoffs that are of twelve (12) weeks or less in duration], provided that such notice shall not be less than 5 working days, or pay in lieu, thereof.
2. Employees who were transferred to Deas Pacific Marine Inc. from BC Ferry Services Inc. pursuant to the Coastal Ferry Act on July 1, 2003 and who are laid off on a short-term basis for eight (8) weeks or longer shall also be eligible for severance in accordance with clause 33.18.
3. Upon receiving notice of a temporary layoff, regular employees shall have two (2) working days to elect whether to transfer to a vacant position, bump, if possible in accordance with clause 33.15.

**33.15 - Bumping for Regular Employees  
on Temporary Layoff**

- (a)** Regular employees who have been laid off for a duration of twelve (12) weeks or less, may elect to exercise their seniority to transfer or bump into another position as follows:

1. by transferring into a vacant Deas Pacific Marine position for which the laid-off employee has the seniority to fill, provided the laid-off employee has the required qualifications and abilities;
  2. by bumping a junior employee, provided that the employee seeking to bump has the required qualifications and abilities.
- (b) If the only position into which a laid-off regular employee can transfer or bump represents a promotion and the alternative to so transferring or bumping for that employee is to be placed on the recall list, the parties shall meet to discuss whether that employee should be permitted to so transfer or bump. Cases of this nature shall be decided on a without prejudice or establishing precedent basis by mutual agreement of the parties, which agreement shall not be unreasonably denied by either party.

### ***33.16 - Recall of Laid Off Regular Employees***

- (a) Regular employees shall remain on the recall list until they have been recalled to their former classification or until eighteen (18) calendar months have passed from the date the employee's name was placed on the recall list, whichever occurs first.
- (b) Regular employees who are on the recall list shall be recalled to their established classification in order of seniority when regular full time vacancies are filled in that classification, prior to these vacancies being filled in accordance with Article 10. A regular employee who does not report for work after being recalled under this paragraph shall be deemed to have resigned.
- (c) Regular employees who are on the recall list and who have the required qualifications and abilities shall be offered work in a classification other than their established classification when there is a vacancy to be filled in such other classification, prior to such

vacancy being filled in accordance with Article 10. The employee has the right to refuse such an offer without penalty.

- (d) The Fixed-Term provisions of the collective agreement notwithstanding, laid-off regular employees on the recall list shall be offered work that would otherwise be performed by a temporary or fixed-term employee, before such work is offered to a temporary or fixed-term employee, provided the regular employee in question has the required qualifications and abilities. Regular employees who perform work on a temporary basis under this subsection while they are on the recall list are not considered recalled. The employee has the right to refuse such work without penalty. The performance of temporary work on this basis shall not amend or extend the employee's eighteen (18) month recall period.
- (e) Regular employees who have been bumped from their established classification or who have been recalled to work in another classification retain the right of recall into their established classification until eighteen (18) calendar months have passed from the date they were originally laid off from that classification.

### ***33.17 - Trial Period Pursuant to Layoff of Regular Employees***

- (a) A regular employee who transfers into a vacant position or who bumps a junior employee in accordance with clause 33.14 above, shall serve a trial period in the new position during the first one hundred and twenty (120) days he/she actually works. A laid off regular employee who is found to be unsuitable in the new position during this trial period may, on a one time only basis, elect to transfer or bump into another position under Clause 33.15 above and serve a new trial period.

Alternatively, the employee may accept layoff and go on the recall list, or he/she may take severance pay.

- (b) A regular employee who is recalled to a classification other than his/her established classification shall serve a trial period in such other classification during the first one hundred and twenty (120) days he/she actually works. An employee who is found to be unsuitable in the new classification during this trial period shall be placed back on the recall list and his/her original layoff date and original recall period based upon that date under paragraph 33.16 (a) above again applies.

### **33.18 - Severance Pay**

- (a) Regular employees who elect severance pay pursuant to a provision of this Agreement shall be paid three (3) weeks pay at their normal basic rate for each year or partial year of completed service, to a maximum severance pay amount of fifty-two (52) weeks basic pay, less statutory deductions.
- (b) Employees who receive severance pay under this article are deemed to have resigned their employment in all respects, without right of recall.
- (c) Severance pay for regular part-time employees shall be the prorated amount of basic pay that such employee would normally and regularly earn.

### **33.19 - Contracting Out**

- (a) The Company agrees not to contract out any work presently performed by regular full-time employees who were transferred to Deas Pacific Marine Inc. from BC Ferry Services Inc. pursuant to the Coastal Ferry Act on July 1, 2003, which would result in the laying off of such employees.
- (b) The Company may require employees who would otherwise be laid off as a result of contracting out to accept any alternative work for which the employee is

reasonably suited or to work in any other classification for which the employee is reasonably suited. Wage protection under Clause 15.03 shall apply in such circumstances.

- (c) The Company shall provide the Union with a written list of the contracts in effect at least seven (7) calendar days prior to each Union-Management Committee meeting, if requested by the Union.
- (d) The Company shall utilize unionized contractors when it contracts out work, provided that the services required are readily available from union companies at a competitive price.

### **33.20 - Wages**

- (a) As per Appendix D
- (b) A fixed-term employee shall be entitled to have deductions from his/her wages assigned for the purchase of Canada Savings Bonds.
- (c) Temporary and fixed-term employees shall be given fourteen (14) calendar days' written notice of the Company's intent to recover any excess payment.
- (d) Wage protection shall be in the form of "red circling". Red-circled employees shall continue to receive their (higher) protected rate of pay, without further negotiated increases, until such time as that protected rate is equal to the standard rate for their classification as set out in Appendix "D", after which they shall be paid the standard rate for their classification.

### **33.21 - Hours of Work**

- (a) Operations Employees – standard full-time hours for operations employees are defined as: eight (8) hours per day and forty (40) hours per week, Monday to Friday, exclusive of a one-half (1/2) hour unpaid meal break.

(b) Non-operations Employees – standard full-time hours for non-operations employees are defined as: seven (7) hours per day and thirty-five (35) hours per week, Monday to Friday exclusive of a one-half (1/2) hour unpaid meal break.

(c) Rest and Meal Breaks

1. Meal breaks for operations employees shall be scheduled pursuant to Clause 33.21 (b). Meal breaks for Non-operations employees shall be scheduled as close as practicable to the middle of the employees' shift/work-day.
2. Employees who work three and one-half (3.5) hours or more per day shall receive a fifteen (15) minute rest break.
3. Employees who work six (6) hours or more shall be entitled to a second fifteen (15) minute rest break during that shift. Their first rest break shall be granted before the meal break, their second after the meal break.
4. Rest breaks shall be scheduled by the Company so as to best meet operational requirements but shall not normally begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal break or the end of the shift, as applicable.

(d) ***Building Service Workers - Deas Dock***

1. Standard daily hours for the Building Service Workers at Deas Dock shall be seven (7) hours, exclusive of meal breaks, Monday to Friday.
2. Building Service Workers at Deas Dock shall be required for three (3) shifts (A.M., P.M., and Night Shift). The rotation shall be one week of A.M.'s and one (1) week of nights, one (1) week of P.M.'s, one (1) week of nights and one (1) week of P.M.'s.

3. A Building Service Worker 3 at Deas Dock shall work a day shift only on a five (5) day per week basis, Monday to Friday.
4. Vacation, CTO and pre-retirement leave shall be taken as seven-hour (7) days on a 5:2 shift ratio.

### **33.22 - Shift Work and Shift Premium**

- (a) Employees are required to be at their designated workstations ready, willing and able to commence their duties at their scheduled shift starting time. Employees whose workstations are not in their shop (e.g. tradesmen who are assigned to work in refit ships), are required to arrive at their work stations within five (5) minutes of their shift starting time.

- (b) Shift Premiums and Shift Starting/Stopping times

Shifts	Starting and Stopping Times *	
First Shift	Operations employees:	0630 to 1130 and 1200 to 1500
	Non-operations employees:	0800 to 1530
Second Shift	Operations employees:	1430 to 1900 and 1930 to 2300
	Non-operations employees:	1530 to 2300
Shift Premium Second Shift	Four and one-half percent (4.5%) of the applicable basic rate for work performed on the second shift after 1700.	

\*The Company may temporarily amend the above listed shift starting/stopping times for any employee, up to one and one-half (1.5) hours earlier or up to one and one-half (1.5) hours later, in order to best meet its operational and/or customer service requirements. The Company shall provide at least seventy-two (72) hours notice of the change to affected employees. If this notice is not provided, the affected employee(s) shall be paid overtime for time worked on the changed shift that falls within the seventy-two (72) hour notice period.

- (c) Shift premiums do not apply during call back hours or when an employee is being paid overtime rates.
- (d) Short Changeover
  1. If shifts are scheduled so that there are not twenty-one (21) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty-one (21) hour period.
  2. Short changeover may be waived with the written consent of the parties.
- (e) Employees Required to Change Shifts
  1. In the event that an employee's shift is changed by the Employer without three (3) days' advance notice, the employee shall receive pay at the overtime rate for work performed on the first shift to which s/he is changed. A change in shift is defined as a change in the employee's start time of more than one and one half (1½ ) hours.

### **33.23 - Overtime**

- (a) The Company shall post a list of employees designated to authorize overtime, provided that no Supervisor so designated may authorize his/her own overtime. The Company shall inform the Local President or designate of such designations in writing. No overtime will be paid unless authorized in advance, unless the Company, at its discretion, authorizes such overtime retroactively.
- (b) Overtime work shall be allocated on an equitable basis, as practicable, within a classification and work units. Departmental agreements for overtime sharing shall be determined by the chargehands and/or supervisors.
- (c) Employees have the right to refuse to work overtime without being subject to disciplinary action for so

refusing, except in emergency situations including situations where work must be performed to enable ships to meet scheduled departures or refit completion deadlines.

- (d) Employees who work their meal break shall be paid their regular rate for the meal break, and shall be given their meal break with regular pay at another time in the workday.

### **33.24 - Option to Take Accrued Time as Cash or Time Off**

- (a) Regular employees may, at their option, elect to accumulate (bank) their annual vacation in excess of the fifteen (15) day minimum (vacation credits). Regular and fixed term employees may accumulate (bank) their reimbursable travel time and their earned overtime credits (CTO credits), to be taken as compensatory time under this clause.
- (b) The maximum amount of banked time that any regular or fixed term employee may accrue in his/her personal time bank under this clause shall be a grand total of four hundred and eighty (480) hours [four hundred and twenty (420) for clerical employees] from all sources.
- (c) Once an employee reaches the maximum accrual of banked time under subsection (b) above [or subsection (d) below, as applicable], he/she shall have two (2) options regarding additional credits earned from all sources listed in subsection (a):
  1. He/she may elect to be paid out for such amounts at his/her normal basic rate prevailing at that time; or
  2. He/she may elect to have such excess time converted to dollars (\$), after which such converted dollar amount shall be placed in a pre-retirement time bank to be paid to the employee when he/she retires or his/her employment otherwise terminates. The converted dollar amount to be banked shall be

calculated by multiplying the employee's excess banked time in hours by his/her normal basic pay in effect as at the time of such conversion. Employees covered by this subsection (c)(2) may draw down part or all of their pre-retirement banks as paid leave immediately prior to their retirement by reconvertng the banked dollar (\$) amount back into hours on the basis of their normal basic rate that is in effect immediately prior to their retirement, they may be paid out part or all of their pre-retirement banked dollar (\$) amount at any time prior to retirement, or they may place part or all of their pre-retirement banked dollar (\$) amount into a personal RRSP at the time of retiring.

- (d) Employees must select their options under subsection (a) above by November 30th of each year, which selection shall be in effect for the following year (Dec. – Nov.) and they must advise the Manager, Human Resources or designate in writing of their elections on or before that date. Employees shall select their options under subsection (c)(2). above within seven (7) calendar days of being informed that they are required to do so by the Company, after which they must immediately advise the Manager, Human Resources or designate in writing of their election. If an employee makes no election or does not inform the Manager, Human Resources as required in this subsection (d), the employee is deemed to have elected not to accumulate (bank) any of the listed credits under subsection (a) above, or not to have excess time converted to dollars (\$) and placed in their pre-retirement bank under subsection (c)(2) above, as the case may be.
- (e) Banked time may be taken as time off at times that are mutually agreeable to the Company and the employee involved.

(f) Employees shall have the option, upon request in writing at any time, to be paid out for any specified amount of the banked time in their personal time banks, subject to a minimum of four (4) days notice. This payment shall be made to the employee within thirty (30) working days

(g) Transitional Provision, as at June 26, 2004.

Regular full-time and fixed-term employees who have unused banked time in excess of the level established in subsection (b) as at June 26, 2004, including banked time to their credit under Article 30.04 of the BC Ferry Services Inc. collective agreement as at June 30, 2003, shall have such excess banked time converted to dollars (\$), after which such converted dollar amount shall be placed in a pre-retirement time bank to be paid to the employee when he/she retires or his/her employment otherwise terminates. The converted dollar amount to be banked shall be calculated by multiplying the employee's excess banked time in hours by his/her normal basic pay in effect as at June 26, 2004. Employees covered by this subsection (g) may draw down part or all of their pre-retirement banks as paid leave immediately prior to their retirement by reconverting the banked dollar (\$) amount back into hours on the basis of their normal basic rate that is in effect immediately prior to their retirement, they may be paid out part or all of their pre-retirement banked dollar (\$) amount at any time prior to retirement, or they may place part or all of their pre-retirement banked dollar (\$) amount into a personal RRSP at the time of retiring.

### **33.25 - Vacation Time Off**

Part-time employees shall receive pro-rata vacation entitlement in accordance the percentage of the full-time hours they are normally and regularly scheduled to work at straight time on an ongoing basis.

### **33.26 - *Scheduled Vacations***

- (a) Employees shall be entitled to their vacation at any time during the year.
- (b) The Company reserves the right to approve any and all vacation requests in order to best meet its operational requirements and customer service objectives.
- (c) Employees who have commenced their annual vacation shall not be called back to work, except in the case of dire public emergency.

### **33.27 - *Dirty Money and Heat Money***

The 21.01 premiums shall be paid to employees engaged in welding or torch-cutting on galvanized material. When the Company removes the hazard by providing proper ventilation and/or proper protective equipment, this premium shall not be paid.

### **33.28 - *Travel Expenses and Travel Time***

- (a) 12800 Rice Mill Road is presently the point of assembly for Deas Pacific Marine employees. Employees shall normally commence and terminate their day's work at this point of assembly, except as set out in subsections (b), (c) & (d) below. The parties shall meet if the Company requires a different point of assembly in order to assign employees to the new point of assembly and to make reasonable modifications to the kilometerage and travel times rates.
- (b) Employees required to commence and terminate their work day at Tsawwassen shall be paid a flat rate of \$10.00 for each day on which they commence and terminate their work-day at this location, plus the cost of parking upon a receipt being provided to the Company. Clauses 22.02 through and including 22.05 do not apply.
- (c) Employees required to commence and terminate their work day at a location on the North Shore of the Lower

Mainland. Those employees shall be paid a flat rate of \$75.00 for each day they commence and terminate their work-day at the North Shore location. Articles 22.02 through and including 22.05 do not apply.

- (d) For all other temporary work locations within the lower mainland at which an employee may be required to commence and terminate their work-day, the parties shall meet to discuss the conditions that are to apply under this clause, including the cost of parking, if applicable.

### **33.29 - Required Courses**

- (a) If the Company or a regulatory authority requires regular or fixed-term employees to be in possession of a certificate the Company shall bear the full cost of obtaining and/or renewing the certificate.
- (b) If the Company requires regular or fixed-term employees to take a course the Company shall bear the full cost of the course.
- (c) Time spent at the required course shall be deemed time worked, provided that the maximum number of hours that any employee may be paid under this section (c) shall not exceed the number of daily hours (or weekly hours, as applicable) the employee would have otherwise been scheduled to work at straight-time were he/she not taking the course, irrespective of the actual time involved.
- (d) If an employee must travel to take a required course, necessary travel time and travel and subsistence expenses under Appendix "B" shall be paid. If an employee incurs additional child-care expenses the employee shall, upon production of a receipt, be reimbursed for those additional expenses to a maximum seventy-five (\$75.00) per day.

## **ARTICLE 34 - TERM OF AGREEMENT \*\***

### **34.01 - Duration of Contract \*\***

The Collective Agreement shall be binding and be in effect until midnight, October 31, 2015.

### **34.02 - Notice to Bargain \*\***

- (a) A permanent collective bargaining dispute resolution panel shall be established.
- (b) The members of the panel are to be appointed in the following manner:
  - 1. Each party shall appoint one panel member,
  - 2. The two panel members will jointly agree on the appointment of a third panel member who shall sit as the Chair of the panel.
- (c) No later than three (3) months before the expiry of their collective agreement, the parties shall exchange bargaining proposals and no later than fifteen (15) days thereafter, the parties shall begin collective bargaining.
- (d) During collective bargaining, the parties may call upon a member of the panel to provide assistance.
- (e) If the parties reach impasse, the parties shall enter into mediation with one or more members of the panel.
- (f) If the impasse persists for fourteen (14) days after mediation commences, or beyond any other date mutually agreed by the parties, all impasse items shall be submitted to the panel for final and binding arbitration.
- (g) In reaching its decision, the panel shall take into consideration:
  - 1. The compensation, benefits and working conditions for employees as compared with the public and private sector employees in relevant comparable employment, including in states along the west coast of the U.S., including Alaska, and

within B.C. in comparable positions;

2. The economic realities of the marketplace in terms of recruitment and retention of a skilled and qualified workforce;
  3. Prevailing economic conditions in the Province;
  4. The economic viability of the Employer;
  5. The interests of the users of the ferry system;
  6. Historical bargaining patterns;
  7. Cost of living;
  8. Such other factors which the panel deems relevant.
- (h) The decision of a majority of the panel is the decision of the panel but, if there is no majority decision, the decision of the chair is the decision of the panel.
- (i) The decision of the panel is binding on the parties who must comply in all respects with the decision.

### ***34.03 - Change in Agreement***

Any change deemed necessary in this Agreement may be made by mutual agreement by the parties at any time during the life of this Agreement.

### ***34.04 - Agreement to Continue in Force***

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

### ***34.05 - Copies of Agreement***

The Union and the Company desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the parties agree to equally share the costs associated with printing sufficient copies of the Agreement.

## **APPENDIX A - MEMORANDA OF UNDERSTANDING \*\***

### ***MOU I Certificate Requirements***

- (a) This Memorandum is intended to set out the parties' understanding of the Company's certificate requirements for Chief Officer and is undertaken on a trial basis and will be reviewed by the parties upon the completion of twenty-four months.
- (b) The Company has set its current minimum certificate requirements at the level of Mate Local Voyage for Deck Officer for positions below the level of Master, or as set out in the attached Required Certificate Level schedule.
- (c) The Company retains its residual rights to establish certificate requirements. However, in the event that certificate requirements for Deck Officers are to be changed, the Company undertakes to meet with the Union to discuss the rationale and impact of the changes. In the event of significant permanent changes, the Company agrees to provide 6 months notice to the Union before the changes permanently come into effect.
- (d) As part of the Company's career development plans, Career Development Opportunities, as determined by the Company, may be posted at local Points of Assembly requiring employees to obtain their Master's Certification within a planned timeframe and with the financial support of the Company.

**Required Certificate Level****Position**

Master

Chief Officer / Relief Master

ASTO Mate / Relief Master

Mate Local Voyage

Mate, Minor &  
Intermediate Vessel\*

Chief Officer

Second Officer,  
Northern VesselsSecond/Relief  
Chief Officer, Staffing Pool

Watch Keeping Mate

Second, Third &  
Fourth Officer

\* Officers holding Watch Keeping Mate Ferry Mate Long Run Endorsed certificates can also be considered for positions as Mate, Minor & Intermediate Vessels.

**MOU II Hours of Work Committee \*\***

- (a) An Hours of Work Committee(s) comprised of an equal number of Company and Union representatives shall be formed.
- (b) The purpose of the Committee(s) will be to reduce the operational costs and improve operational efficiencies and services, through changes in the Hours of Work, consistent with customer requirements by operational area and/or route on or before April 1, 2005 or as otherwise agreed to by the parties.
- (c) Differences shall be submitted to an Hours of Work Umpire in accordance with the list of Arbitrators in Article 5.02(b), who shall resolve the dispute within fourteen (14) days of receiving a submission from either party. The Umpire(s) shall have the right to determine his or her own procedures.
- (d) In resolving a dispute, the Umpire(s) shall take into consideration customer requirements and operational

efficiencies relative to the impact on employees of the proposed changes to the hours of work and schedules.

### ***MOU III Departure Bay, Duke Point and Wellington Road***

Departure Bay, Duke Point and Wellington Road are separate and distinct points of assembly except as provided in this Memorandum as follows:

1. Departure Bay Staffing Pool, casual and seasonal employees may be assigned work, for which they are qualified, at either Departure Bay, Duke Point or Wellington Road.
2. Departure Bay employees on Engineer watch #9 may be assigned work, for which they are qualified, at either Departure Bay or Duke Point.
3. Wellington Road casual and seasonal employees who are employed in Catering Stores may be assigned work, for which they are qualified, at either Wellington Road, Departure Bay or Duke Point.

The Union agrees that the employees identified in points 1. through 3. above cannot claim expenses for travel for work at any of the points of assembly identified. Wellington Road, Departure Bay and Duke Point shall be considered the same location for the purpose of intra-terminal transfers.

### ***MOU IV Northern Service***

- (a) The minimum of 84 regular ship board positions in the North on Routes 10 and 11 shall be reduced only through attrition to a minimum of 78 positions.
- (b) In order to encourage employees to take shorter blocks of compensatory time off (C.T.O.), the Company shall provide transportation for designated periods to allow for effective scheduling of C.T.O.
- (c) The Company shall approach the Union with the concept of creating classifications that shall provide greater flexibility in other areas on the northern vessel.

### ***MOU V Northern Vessel Employee Transportation***

Employees whose point of assembly is Prince Rupert but who are not resident in Prince Rupert, shall be entitled to use their employee travel pass to travel to and from their point of assembly for a shift assignment aboard the Northern Vessels. If accommodation is available aboard the vessels, employees may make use of it. Employees will be entitled to use the 50% staff meal discount while travelling.

### ***MOU VI Northern Vessels***

#### ***(Grandparented Transportation Costs)***

- (a) The Company shall continue to pay transportation costs associated with air travel from Vancouver to Prince Rupert to those employees guaranteed travel expenses. The Company shall not be responsible for providing the transportation costs to employees who fill vacancies as they arise in the future.
- (b) Costs associated with air travel shall include the costs of travel from Nanaimo, Victoria, and in Vancouver, to the Vancouver International Airport and to Prince Rupert.
- (c) Costs associated with air travel shall not include the costs of travel from residences that are out of province. Employees who reside out of province shall be paid the cost of transportation from the Vancouver International and to Prince Rupert.
- (d) Where an employee changes his/her current residence to another location of Vancouver Island, the costs associated with air travel for that employee shall not increase.
- (e) Where an employee changes his/her current residence to another location in the province, outside of Vancouver Island. The Company shall be responsible for costs of travel from Vancouver Airport to Prince Rupert for that employee.

- (f) An employee who formerly travelled to Prince Rupert by transportation provided by the Company from Port Hardy shall continue to be paid transportation expenses under clause 29.10(b).

***MOU VII Joint Commitment on Increasing Productivity, Reducing Costs, Increasing Revenue and Gainsharing \*\****

- (a) The parties are committed to increasing productivity and efficiency, reducing costs and increasing revenue throughout the operations of the Company in a manner which is beneficial to the people of British Columbia, to the employees of the Company and which meets the Company's operational needs.
- (b) The parties are particularly mindful of the mutual benefits to be gained by reviewing work practices, systems and processes within the Company with a view to identifying alternatives and operational efficiencies.
- (c) Therefore, the parties agree to establish a Joint Committee of equal members of Union and Management representatives and meet pursuant to Clause 2.11 of the Collective Agreement
- (d) The Committee shall enter into discussions within 90 days of the signing of the Collective Agreement with a view to enhancing the delivery of service to the public, to improving work practices, systems, and processes with the Company, and to identifying opportunities for revenue enhancement. Issues to be discussed shall include but are not limited to the following:
  - 1. work practices, systems and processes;
  - 2. utilization of casual employees;
  - 3. improved value from low usage operational times;
  - 4. improvements to administrative, human resource and operational practices, and

5. new or alternative methods for the enhancement of revenue.
- (e) The parties acknowledge that during the course of these discussions suggestion for gainsharing improvements may arise.
- (f) In the event the parties cannot reach agreement, the matter may be referred for adjudication in accordance with Article 5 of the Collective Agreement.

### ***MOU VIII Vessel Designation Overlay***

The parties agree that the Vessel Designation Overlay agreed to by the parties will be applied to the current rates of pay for licensed employees.

When applied to Ships' Officers rates of pay for employees who work on Spirit and Super C Class Vessels, the base rates for Third Engineers shall be 10% higher than their counterparts on Large Vessels and 7% higher for all other Officers who work on Spirit and Super C Class Vessels. The amounts specified are currently in effect and in applying the Vessel Designation Overlay to the Structured Job Based Rating Plan; the intent of the Memorandum is to retain the salary differential which currently applies to positions on Spirit and Super C Class Vessels.

### ***MOU IX Workforce Planning Committee \*\****

- (a) The parties are committed to the ongoing determination of an efficient, productive and skilled workforce.
- (b) The parties recognize that a fair and reasonable workforce structure and balance of Regular Employees, Casual Employees and Seasonal Employees are necessary to the efficiencies of the business.
- (c) On or before November 15th of each year, the parties shall meet in one or more Workforce Planning Committees for the purpose of discussing and identifying workforce staffing requirements, trends and needs by operational area and/or route.

- (d) The Committees are to give appropriate consideration to past requirements relative to anticipated future plans so as to identify:
1. skill shortages and training needs,
  2. regular full-time postings,
  3. regular part-time postings,
  4. term certain positions,
  5. conversion of casual employees, who worked full-time equivalent shifts during the preceding twelve months, to regular status and/or to the Staffing Pool,
  6. termination of casual employees working less than 240 hours during the preceding twelve months.
- (e) Differences may be submitted for adjudication in accordance with Article 5 of the Collective Agreement. In resolving any differences the Arbitrator(s) shall take into consideration customer requirements, operational efficiencies, costs and benefits relative to the appropriateness of the workforce structure and proposed changes.

***MOU X Seasonal Help Employees -  
Benefits, Premiums & Differentials***

- (a) Seasonal Help employees are not entitled to **benefits** that are specific to regular and/or casual employees. Specifically, they are not entitled to the following except where indicated:

Article (8)	Casual Benefits (Except 8.03 (b))
Clause (18.14)	Option to Take Accrued Time in Cash or Time Off
Clause (18.15)	Compensatory Time Off
Clause (18.16)	Compensatory Time Off
Article (20)	Annual Vacations

Article (23)	Short Term Illness & Injury Plan
Clause (23.02)	Long Term Disability Plan
Clause (23.03)	Basic Medical Insurance
Clause (23.04)	Extended Health Care
Clause (23.05)	Dental Plan
Clause (23.06)	Group Life Insurance
Clause (23.07)	Medical and Dental Appointments
Clause (23.08)	Travel Time for Medical and Dental Care
Clause (23.10)	Medical Examinations
Clause (23.12)	Payment to Dependants on Death
Clause (23.13)	Plan Card
Article (24)	Maternity/Parental and Adoption Leave (except as per ESA)
Article (25)	Education Leave
Article (26)	Special Leaves (except as per ESA)
Clause (28.04)	Footwear
Clause (29.05)	Vacations (except 4% as per ESA)
Clause (29.09)	Travel Leave (Live Aboard Vessels)
Clause (30.02)	Pre-Retirement Leave
Clause (30.03)	Vacation Leave on Retirement
Clause (30.04)	Retirement Bonus
Clause (30.05)	Employee Time Bank
Paragraph (31.02(e))	Parking (Fleet House)

(b) Seasonal Help employees are not entitled to ***premiums*** and ***differentials*** that are specific to regular and/or casual employees. Specifically, they are not entitled to the following except where indicated:

Clause (7.04)	Standby Pay on Holidays
Clause (7.05)	Standby Pay
Clause (7.06)	Standby Hours
Clause (7.07)	Work on a 12 hour Vessel
Paragraph (10.11(c))	Transfer Expenses
Paragraph (10.11(d))	Lateral Transfer Expenses
Clause (15.06)	Pay Equity Salary Protection
Paragraph (16.01(d))	Paid Time Off (17 Days per year)
Paragraph (16.01(e))	Paid Time Off (17 Days per year)
Paragraph (16.01(f))	Paid Time Off (17 Days per year)
Paragraph (16.03(6))	Paid Time Off (84 hours vacation)
Clause (16.04)	ASTO and SSD
Paragraph (16.06(e))	Ten Hour Vessels differential (5% premium)
Clause (17.01)	Shift Premiums
Clause (17.02)	Shift Premium Entitlement
Clause (17.03)	Short Changeover does not apply (except 10 hours clear is to be provided between the scheduled end of the shift and the scheduled start of the following shift as per the Marine Worker classification)
Clause (17.05)	Change of Shift (less than 3 days notice)
Clause (18.13)	Elapsed Time
Paragraph (29.01(d))	29% and 27% Differential
Clause (29.05)	Vacation
Clause (29.06)	Vacation Pay

Clause (29.07) Refit and Drydock \$10 per day

Clause (29.11) Differential Pay when on Leave

Clause (29.12) Compensatory Time Off

(c) Seasonal Help Employees are eligible for the following:

Clause (31.07) Reimbursement of Personal Effects

Clause (18.10) Call Back

Clause (18.11) Overtime that abuts a shift

Clause (18.12) Break After Overtime

Clause (21.01) Dirty Money

Clause (29.04) Call Back Live Aboard Vessels Only

### ***MOU XI Ships' Officers' Component***

(a) The parties acknowledge the unique concerns of Licensed Officers including certification, training, rates of compensation and liabilities.

(b) Further, the parties recognize the historic problems associated with the homogenous nature of the bargaining unit resulting in the compression of licensed wage rates and reduction of salary levels as compared to industry and market comparators.

(c) The parties also recognize the growing shortage of Licensed Officers worldwide and the need to review incentives being offered for the recruitment, development and retention of Ships' Officers at BC Ferries.

(d) Therefore, the parties agree to meet whenever necessary in order to discuss solutions to these concerns as well as any others identified by the parties within the context of the Ships' Officers' Component Review Committee.

### ***MOU XII Payment of Committees***

All committees established as a result of the Ready Award shall be deemed to be Article 2.11 committees for the purpose of payment.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: EXCLUSIONS / INCLUSIONS \*\****

It is recognized that the composition of the bargaining unit relative to the principles of exclusions and inclusions by the Labour Relations Board has and continues to change and that the October 13, 1999 "Consent Order" issued by Rod Germaine no longer facilitates reasonable and effective relations.

The 1999 "Consent Order" is repudiated and further exclusions/inclusions shall be determined on an assessment of the Traditional Management Responsibilities Test (e.g. hire, fire, demote, confidentiality, industrial relations input etc.) and/or the contemporary test of "Management Team" responsibilities.

Consistent with this understanding, currently included positions in Human Resources, Crewing and the position of Assistant Terminal Manager shall be excluded from the bargaining unit on the basis of their industrial relations affects.

Current employees affected by this Letter shall retain all options under the Collective Agreement for a period of six (6) months. This period may be extended by mutual agreement on a case by case basis.

Notwithstanding this Letter, included persons may continue to substitute into excluded positions as determined by the Company.

Disputes with respect to exclusions/inclusions shall be dealt with in accordance with Article 2.01 (d) and Article 5.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: DROP TRAILER SERVICE -  
SWARTZ BAY AND TSAWWASSEN***

- (a) In the event the Company elects to provide a 'drop-trailer service' the parties agree to co-operate in order to create an efficient system using BC Ferries employees.
- (b) It is understood that following the 'start-up' phase of initiating this service (approximately twelve months) it is intended that the Company will post these opportunities for BC Ferries employees so that the work may be integrated and performed as part of the Company's terminal night shift work.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: SALES AND MARKETING  
CENTRE - VANCOUVER***

It is understood and agreed that in the event the Company establishes a Sales & Marketing Centre in Vancouver that these positions are excluded from the bargaining unit.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: NORTHERN DIFFERENTIAL -  
PENSIONABLE EARNINGS***

This will confirm the many discussions with respect to the above and the Company's agreement to amend the Northern Differentials in order that they be deemed as pensionable earnings and subject to pension contributions as per the following:

1. In order to simplify the process, and to cover the cost of the pension contributions, the current Northern Differentials will be reduced by 2% (from 29% to 27% and 27% to 25%) respectively.
2. In order to effect this change, the pensionable pay for positions on Vessels covered by Article 29 will be increased by 20%. The Company will, therefore, remit pension contributions on this increase. The remaining 7% for the northern vessels and 5% for the Mill Bay service will be non-pensionable.
3. This change will be effective March 1, 2006.
4. On a one-time basis, employees eligible for the Northern Allowance who do not wish to have the premium pensionable shall have the option to continue to receive the non-pensionable amount of 29% and 27% respectively. Such employees must advise Payroll, in writing, prior to March 1, 2006 should they wish to exercise this option.
5. It is understood that the same principle shall apply to Article 29.11 - Differential Pay When On Leave, such that the STIIP, Vacation, etc. shall be pensionable.

6. This understanding is based on there being no additional cost to the Company and is subject to the approval of the BC Pension Corporation.
7. The parties agree that should there be a change in the Pension plan contribution requirements the Company reserves the right to amend the reduction.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: PAST PRACTICES \*\****

1. Where the Union alleges that a provision of the Collective Agreement is affected by a past practice, the parties shall meet and attempt to reach a mutually satisfactory resolution.
2. In the event the parties are unable to reach agreement, they may, by mutual agreement, refer the dispute to an Arbitrator per Article 5 of the Collective Agreement.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: JOB POSTING – HOMESTEADING \*\****

Job Posting – Homesteading language in the form of a Memorandum of Understanding to have effect from the date of this Award and to expire on October 30, 2015:

1. In order to encourage and facilitate regularization of the workforce and the timely posting of Regular, Regular Part-Time and Term Certain positions, the selection process shall reflect a balance between employees currently working at the position location (the Homestead) and employees at other locations.
2. Regular and Term Certain postings for both Licensed and Unlicensed vacancies shall be filled on an alternating basis of one Homestead position followed by one system-wide posting for each location.
3. In the event there are no available or suitable employees for a Homestead posting, the Employer may elect to source external candidates.
4. The Employer and the Union shall have the discretion to mutually agree on a “case-by-case”, “geographical” or other basis to fill vacancies in an alternative manner.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject - Grandparented Casual Employees  
(Health & Welfare Benefits)***

It is understood that Casual Employees who were grandparented pursuant to the Vince Ready Interim Award of October 15, 2004 are entitled to all benefits expressly set out in the Collective Agreement, except for the provisions of paragraph 8.03(g) and (h). In addition, grandparented casual employees shall qualify for the following benefits after having worked 913 hours:

- (a) Grandparented casual employees shall participate in the Public Service Pension Plan in accordance with the plan eligibility rules.
- (b) Grandparented casual employees shall be eligible for:
  - 1. annual vacation (clause 8.05);
  - 2. designated paid holidays (clause 8.06);
  - 3. STIIP provisions (paragraph 23.01 I (b));
  - 4. basic medical insurance (clause 23.03);
  - 5. extended health care plan (clause 23.04);
  - 6. dental plan (clause 23.05);
  - 7. group Life Insurance Plan (clause 23.06);
  - 8. bereavement leave (clause 26.01);
  - 9. special leaves (clause 26.02) provided they are scheduled to work on the day for which the leave is requested;
  - 10. family illness (clause 26.03).

- (c) A grandparented casual employee is entitled to Short Term Illness and Injury Plan benefits (clause 23.01). A grandparented casual employee's Short Term Illness and Injury entitlement shall be prorated on the basis of the number of hours worked at basic pay during the 3 month period immediately preceding his/her absence due to illness.
- (d) A grandparented casual employee who does not receive an isolation allowance shall cease to be entitled to Short Term Illness and Injury benefits if s/he fails to maintain 913 hours worked at basic pay during each 12 month period from his/her initial qualification for benefits. STIIP benefits shall subsequently be reinstated when the grandparented casual employee achieves 913 hours worked at basic pay within the 12 month period from his/her disqualification from Short Term Illness and Injury benefits.
- (e) A grandparented casual employee who is in receipt of isolation allowance shall cease to be entitled to Short Term Illness and Injury benefits when s/he fails to maintain 457 hours worked at basic pay during each 12 month period from his/her initial qualification for benefits. STIIP benefits shall subsequently be reinstated when the grandparented casual employee achieves 457 hours worked at basic pay within the 12 month period from his/her disqualification from Short Term Illness and Injury benefits.
- (f) For those casual employees entitled to benefits under paragraph (b) above, the Company shall pay its portion of benefits coverage so long as the grandparented casual employee works one day in the month. Should the employee not work the required one day, s/he shall be required to pay the Company's share of the benefits as well as the employees share for that month if s/he wishes to maintain coverage.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: NO LAYOFF - CORE EMPLOYEES  
(DEAS PACIFIC MARINE) \*\****

**1. Term of Letter**

- (a) This Letter of Understanding is appended to and forms part of the June 26, 2004 to October 31, 2015 collective agreement between the parties and shall expire automatically on October 31, 2015 unless it is renewed by the parties.

**2. No Layoff**

- (a) While this Letter remains in force and effect, the Company shall not layoff any regular full-time employees who were transferred to Deas Pacific Marine Inc. from BCFS Inc pursuant to the Coastal Ferry Act on July 1, 2003.
- (b) The Company may offer employees who might otherwise be laid off were it not for this Letter, any alternative work for which the employee has the required qualifications and abilities. In such eventuality, the employee's wage rate shall be protected in accordance with clause 33.20 (d) of the collective agreement. As an alternative to accepting alternative work for eight (8) consecutive weeks or longer may elect to resign and take severance pay in accordance with clause 33.18 of the collective agreement.
- (c) The provisions of clauses 33.24 and 33.25 of the collective agreement notwithstanding, the Company may, after exhausting options to obtain additional work from BCFS Inc. or from other

clients, require employees to take all or part of their banked time as time off with pay, and/or part or all of their annual vacation entitlement, during times when they would otherwise be laid off were it not for the no layoff guarantee under this Letter.

- (d) Subsection 2(a) above and the notice requirements of clause 33.14 notwithstanding, the Company may layoff any employee covered by this Letter if the maintenance, repair and refit work provided to the Company by BC Ferry Services Inc. is reduced or disrupted by a strike, protest, work stoppage or work slow down.

### **3. Cancellation**

- (a) The Company may cancel this Letter upon providing the Union with thirty (30) calendar days cancellation notice in writing, if the maintenance, repair and refit work provided to the Company by BC Ferry Services Inc. is reduced, in any respect, below that which was provided to the Company pursuant to the April 1, 2003 - March 31, 2004 Service Level Agreement [i.e. the volume of such work or the nature and kind of such work or the annual dollar (\$) value of such work in real dollars (discounting for inflation), is reduced in any way from that which was provided to the Company under the above referenced Service Level Agreement].
- (b) The Company may cancel this Letter upon providing the Union with thirty (30) calendar days cancellation notice in writing, if the Company ceases to operate part or all of its business (i.e. the business that it has normally and regularly operated in the past).
- (c) Recognizing the Union's desire to have job security for as many of its regular full-time members as possible and recognizing that the Company can

only offer job security if it is guaranteed that year round full-time work is permanently available, if this Letter is cancelled under subsections 3(a) or 3(b) above, the parties shall meet to discuss the possible creation of a new core level of positions and the creation of a replacement letter of understanding.

- (d) The provisions of clause 33.14 shall apply if this Letter of Understanding is cancelled

#### **4. Conflicts**

- (a) Where a conflict arises between the terms of this Letter and any other provision of the collective agreement, the terms of this Letter shall always take precedence.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: AFTERNOON BREAKS - OPERATIONS  
EMPLOYEES (DEAS PACIFIC MARINE) \*\****

This Letter of Understanding is appended to and forms part of the June 26, 2004 to October 31, 2015 collective agreement between the parties and shall automatically be placed in the body of the collective agreement as a subsection of clause 33.21 effective October 31, 2015 unless the parties agree otherwise.

During the period when this letter remains in force and effect, operations employees who work six (6) hours or more shall not have an afternoon rest break and they shall be entitled to leave work fifteen (15) minutes prior to the scheduled stopping time of that shift. Eligibility for overtime shall commence at the time the employee was eligible to leave work under this letter.

It is understood that the parties may mutually agree to cancel this letter at any time during its term.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: Regularization of Casual Employees  
(Marine Workers)***

The parties propose the following principles for increasing the regularization of casual employees.

At each Point of Assembly, the casual hours worked during the 12 month period to October 1, 2004 will be reviewed by ER Directors in collaboration with the Local Union President and Crewing and Operations staff. The review process will follow these principles set out by the Workforce Planning Committee. Any regularization of casuals would occur within a POA, with assignment flexibility and full utilization as key factors in the process to ensure future sustainability.

Where an employee has performed casual work in excess of FTE hours, as defined by the parties, during the above 12 month period, and those hours were not to provide coverage for extended absence (e.g. WCB, Mat Leave etc), consideration will be given to the creation of a Marine Worker regular position at that POA. Eligibility for these new regular positions of Marine Worker would be restricted to casual employees at that POA, and offered to the senior qualified casual.

Regularization would be contingent upon Operations anticipating that work is available for the position with full assignable hours. Therefore, notwithstanding the number of scenarios meeting the FTE hours criteria, a cautious and limited approach would be adopted in the number of regular positions created so as to minimize, but not guarantee, the possibility of insufficient work and subsequent lay-offs. Much collaborative discussion will therefore take place between the

parties at the POA level, particularly to determine the number of positions being created.

## **Marine Worker Positions**

A necessary requirement in this regularization process is for Marine Worker employees to be willing to have multiple job skills and be flexibly assigned to ship and shore based jobs duties once trained and qualified, though it is recognised that there will be a transition and it will take time to train and familiarize Marine Workers in multiple jobs. The following guidelines in the process shall be applied:

1. The senior qualified casual at a POA will be offered the regular Marine Worker position.
2. Marine Worker employees will initially be required to choose a minimum of 2 Work Groups in which they are prepared to be trained and assigned in addition to their current (primary) work group. Employees who are cross-trained in additional jobs must include in their choices the work groups of the jobs in which they have been trained. Work Groups are defined as:

Deck

Engineering

+Catering (both ship & shore)

+Galley (both ship & shore)

\*Terminal - Ops (including: ramp, traffic, custodial, baggage) \*Terminal - Ticketing

Stores

Administration

Trades

*+\* denotes sister groups i.e. where one is elected the other one also is to be selected*

3. For reasons of accommodation and in other exceptional circumstances, there may be specific reasons for not utilizing an employee in certain types

of work. Such exceptions would be made locally on a case by case basis.

4. All Marine Worker positions will be paid a monthly salary rate based on the lowest hourly rate of the classifications selected and, if assigned to a job at a higher rate of pay, will be paid for the entire day the additional amount as appropriate. All vacation will be paid in accordance with Clause 20.06 (a). Travel time will be paid at same rate as the work assignment that day. PTO, EDO & CTO will be taken and paid at the Marine Workers monthly salary, acknowledging that any differential higher rates of pay will have been paid at the time the employee worked.
5. Marine Worker regulars will enjoy full benefit provisions of the collective agreement, be entitled to plan and book paid vacation and will have seniority, lay-off, and severance and recall rights. They will not however have bumping rights. Marine Workers will not be assigned vacation blocks pursuant to Clause 20.07 but will access vacation between October 1 and May 15, excluding the major holiday periods of Christmas and Easter/Spring Break. Vacation credits beyond the minimum 15 days may be granted outside these dates, if approved.
6. Marine Worker regulars will receive a monthly work assignment schedule not later than the end of the month prior. When preparing schedules, Marine Workers will not necessarily be assigned to follow a watch pattern or have a fixed ratio of days on and off, although every reasonable attempt will be made to do so. They can be assigned up to 15 days in a row. They can be assigned work over 21 days in a calendar month with those days over 21 paid at overtime rates, unless they are assigned to follow a watch pattern for the entire month in which case they would be entitled to overtime only if required to work on days of rest

associated with that watch pattern. If necessary, their work schedule can be changed whereupon Clauses 17.05 (shift change) shall apply unless otherwise mutually agreed. Clause 17.07 (graveyard) shall not apply. Clause 17.03(a) (short changeover) shall not apply, but a minimum of 10 hours clear is to be provided between the scheduled end of the shift and the scheduled start of the following shift. Clause 17.03 will apply if, after being issued, the schedule is changed to meet operational requirements consistent with 17.05.

7. Marine Workers may be required to perform any of the job duties within one work group within a work day. For this purpose Catering and Galley shall be considered one work group, and Terminal Ops and Terminal Ticketing shall be considered one work group. However, a Marine Worker can for operational reasons be re-assigned, within the same work day, from a shore based work group to a ship based work group; in which case they shall finish their shift on board.
8. The parties recognize that the regulator is solely responsible for accrediting seetime for ERAs and Deckhands/Bridge Watchmen. Therefore, as soon as practicable, application will be made to Transport Canada to review accrual of seetime as it applies to the new Marine Worker position. In the event that the regulator denies seetime in part or in whole for time worked as ERA or Deckhand/Bridge Watchman in the Marine Worker classification, the parties will re-evaluate the employee's elected work group choices with a view to maximizing seetime accrual assignments.
9. Work assignments will be assigned on the basis of qualifications, availability and seniority. Under normal circumstances, at the time of putting together a Marine

Worker's schedule, employees will be scheduled to work in their primary classification. Once scheduled, employees are not entitled to be reassigned to a preferred type of work that may later become available.

10. Marine Worker employees cannot decline an assignment of work within their selected Work Groups for which they are qualified.
11. Casuals identified for regularization may decline the offer of regularization and can remain casuals should they choose to do so.
12. Marine Worker employees will be able to apply for regular vacancies in the usual manner and be subject to the general guidelines for Homestead postings.
13. It is intended to commence the review process and implement the above as early as practical. Further review of the status of casuals would be done in a similar fashion each November.

**Letter of Understanding  
Between  
BC Ferry Services Inc.  
And  
BC Ferry & Marine Workers' Union**

***Subject: COMMERCIAL SERVICES \*\****

***Introduction and Principles***

BC Ferry Services Inc. is considering the establishment of a new business, referred to as the 'Commercial Services' under a separate entity (Pacific Marine Ventures), hereafter referred to as the 'Commercial Services Division'.

BC Ferry Services Inc. will be the recognized 'employer' of the Commercial Services Division and the BCFMWU will be the recognized 'bargaining agent'. The parties agree to establish a separate and unique Letter of Understanding to the current collective agreement between the BC Ferry Services Inc. and the BCFMWU.

It is further understood and agreed by the parties that this new venture is contingent upon the following 'founding principles' that shall be of foremost consideration at all times:

1. The establishment of terms and conditions that ensure the Commercial Services Division is and remains 'operationally' competitive relative to its direct competitors and the general Trucking Industry,
2. The establishment of terms and conditions that provide for operational flexibility and that continuously improves productivity.

***Terms and Conditions:***

***Article 1 - Hours of Work***

- 1.01 The scheduled hours per day and days per week shall be determined by the Company based on operational requirements and can be any combination of 8, 10 or 12 hours per day and 35 to 40 hours per week with a

minimum of two consecutive days off per week. The hours of work may be averaged between 70 to 80 hours in a two week period or 140 to 160 in a four week period.

- 1.02 Regular employees hours of work shall be inclusive of two, fifteen (15) minute paid breaks and exclusive of one half (1/2) hour unpaid lunch break. Employees scheduled for twelve hours shall receive an additional fifteen (15) minute paid break through the course of their shift.
- 1.03 Regular employees shall rotate every four (4) weeks between 'A' Shift and 'B' Shift unless otherwise determined by the Company. The Company undertakes to advise the Union of its rationale for changing the rotation cycle.
- 1.04 In the event of a change to an employee's scheduled shift, an employee shall receive a minimum of twenty-four (24) hours notice in advance of the change. In the event of a change to an employee's scheduled shift of less than twenty-four (24) hours, the employee is entitled to overtime on the first day for the hours worked prior to the original shift starting time.

## ***Article 2 - Regular Part-time and Casual Employees***

- 2.01 Regular Part-time and Casual employees shall normally work a minimum of four (4) hours per day or as otherwise may be determined by the Company to meet operational requirements.
- 2.02
  - (a) Casual employees shall be paid overtime for hours worked as per Article 3.01 and 3.04 when they have worked in excess of the daily scheduled hours of work for a regular fulltime employee.
  - (b) Casual employee shall be paid on an hourly basis, rounded to the next higher one half (1/2) hour.

### ***Article 3 - Overtime***

3.01 Regular employees shall be paid overtime at one and one half times (1 1/2) the regular base rate for hours worked in excess of the daily scheduled hours. Overtime shall be calculated in fifteen (15) minute increments.

3.02 All overtime shall be paid out in the following pay period.

3.03 Where practical, the Company will offer overtime on an 'equitable' basis over the course of the year to employees available and capable of performing the required work as determined by the Company. In the event that sufficient employees are not available, the Company maintains the right to assign employees commencing with the least senior employees where practical.

#### **3.04 Call In**

Where the employee is called to work on a scheduled day of rest, he/she shall be paid a minimum of three (3) hours pay at the overtime rate.

#### **3.05 Call Back**

An employee who has left the Company's premises after his/her regularly scheduled shift and is called back to work due to an absence or for an emergency shall be entitled to a minimum of four (4) hours pay at his/her regular rate of pay.

### ***Article 4 - Postings***

4.01 Vacancies as determined by the Company shall be posted for a period of seven, calendar (7) days and shall contain the following information: Position Title, Qualifications, Hours of Work, Wage Rate and Closing Date.

4.02 Vacancies shall be filled by employees within the Commercial Service Division on the basis of

qualifications and suitability with seniority prevailing unless a difference in required qualifications or suitability can be shown. Thereafter, vacancies shall be filled externally by qualified, suitable candidates.

### ***Article 5 - Vacation***

5.01 Annual vacation with pay shall be granted to Regular employees on the following basis:

After 1 year of continuous service      2 weeks

After 3 years of continuous service      3 weeks

After 6 years of continuous service      4 weeks

After 15 years of continuous service      5 weeks

5.02 Vacation pay will be based on the employee's gross hourly rate of pay (inclusive of overtime).

5.03 Vacation shall be scheduled on a calendar basis from January 1 to December 31 subject to operational requirements. Employees will choose their vacation dates in order of seniority to a maximum of two consecutive weeks at any one time unless agreed otherwise by the Company. Vacation selection must be completed by February 15th of each year. Thereafter, vacation shall be awarded on a first come first served basis. The Company reserves the right to schedule any unused vacation prior to December 31st each year.

5.04 If a statutory holiday falls within the vacation period of an employee, the vacation period may be extended or the day taken at another time within the same vacation year upon mutual agreement.

5.05 Casual employees shall be paid vacation in accordance with the Employment Standards Act.

### ***Article 6 - Statutory Holidays***

6.01 The following have been designated as statutory 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

- 6.02 An employee who is required to work on a statutory holiday will receive two (2) times their regular rate of pay for all hours worked on that day.

### **Article 7 - Benefits**

- 7.01 For all Regular employees, effective the first day of the month following 1000 regular hours worked the Company agrees to facilitate but not administer a Health & Welfare Plan with the following benefits:

(a) Medical, Dental, Extended Health, Life Insurance and Accidental Death & Dismemberment in accordance with Company policy.

**(b) Sick Leave Plan**

Regular employees who are unable to work because of illness or injury are entitled to six (6) sick days at regular pay in any one calendar year prorated based on the number of regular hours worked.

- 7.02 Regular employees with less than 1000 regular hours worked shall be paid ten percent (10%) of their regular pay in lieu of Benefits.
- 7.03 Casual employees who become regular shall, upon the completion of 1000 regular hours worked as a Casual or a Regular, be eligible for regular benefits as per Article 7.01 and 7.02 above.
- 7.04 Regular employees will receive an annual allowance in the amount of \$60.00 to defray the cost of the footwear. Employees are required to wear footwear

which complies with the Canada Standards Association (CSA) standard, pursuant to the Workers' Compensation Act."

### **Article 8 – Wages**

8.01 Effective April 1, 2009, the following hourly rates of pay shall apply:

	Apr 1, 2009	Oct 1, 2012	Apr 1, 2012	Apr 1, 2014	Apr 1, 2015
		1%	1.5%	2%	2%
Lead Driver	\$26.00/hr	\$26.26/hr	\$26.65/hr	\$27.18/hr	\$27.72/hr
Driver	\$23.00/hr	\$23.23/hr	\$23.58/hr	\$24.05/hr	\$24.53/hr

8.02 Holiday relief shall be paid a premium of \$1.00 per hour in lieu of any notice of change of shift.

8.03 Employees required to perform snow plow duties shall receive an additional one dollar (\$1.00) per hour for all hours worked or a minimum of four (4) hours.

### **Article 9 - Leaves Of Absence**

#### **9.01 General Leave**

- (a) Leaves of Absence without pay may be granted for periods not exceeding six (6) months to regular full-time employees, subject to operational requirements and Company policy.
- (b) The Company shall grant, on written request, leave of absence without pay for employees selected for a full-time position with the Union or an affiliate of the Union. On returning, the employee shall be eligible to return to his/her former position with the Company at the point of assembly nearest his/her residence.
- (c) Time off for union business as specified below may be granted by the Company provided the Union has applied for the leave 14 days in advance and the Company has qualified relief.

1. Without Pay - Leave of absence without pay and without loss of seniority may be granted for union business.
2. With Pay - Leave of absence with regular pay and without loss of seniority may be granted to shop stewards or their alternates to perform their duties as shop stewards.

The Union shall be billed for all costs associated with the granting of the leave of absence including overtime where applicable.

#### **9.02 Bereavement Leave**

In the event of the death of a member of an employee's 'immediate family', the Company will grant a paid leave of absence up to three (3) days if the employee is otherwise scheduled to work. Additional unpaid time may be provided based on the particular circumstances.

The term 'immediate family' shall mean spouse (including common-law spouse), parents, children, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, and son-in-law.

The purpose of this policy is to provide the employee with time off to make necessary funeral arrangements and / or to provide for a period of grieving.

#### **9.03 Special Leave**

Employees are eligible for unpaid leave as per the Employment Standards Act.

#### **9.04 Jury Duty**

Employees called upon to perform Jury Duty or subpoenaed as a witness for the crown shall continue to receive regular pay in accordance with Company policy.

## **9.05 Employee and Family Assistance Program**

All Regular employees are eligible to participate in the Company's Employee and Family Assistance Program as per Company policy.

### ***Article 10 - Probationary Period***

10.01 A newly hired employee shall be on probation for one hundred twenty (120) working days from the date of hire. During the probationary period, the employee's suitability for employment will be reviewed and may be terminated.

### ***Article 11 - Layoff & Recall***

11.01 Employees shall be laid off in reverse order of seniority as per the Employment Standards Act. Employees shall be eligible for recall for a period of six (6) months and shall be recalled in order of seniority provided the employee is capable and qualified to perform the work required.

### ***Article 12 - Duration Of Agreement***

The duration of this Letter of Understanding shall be the same as the current collective agreement, October 31, 2015. However, the terms and conditions herein shall be open for discussion with the Union upon the completion of twenty (20) months from the date of signing of this LOU.

### ***Article 13 - Other Provisions***

All other provisions of the BCFS Agreement, excluding those provisions specifically listed below, shall apply to the employees of Commercial Services. The following Articles do not apply:

Article 7 – Employee Status (Regular)

Article 8 - Employee Status (Casual)

Article 9 - Apprentices

Article 10 - (Except Article 10.03 &10.04)

Article 12 - Workforce Adjustment

Article 15 - Payment of Wages  
Article 16 - Hours of Work  
Article 17 - Shift Premium  
Article 18 - Overtime  
Article 19 - Paid Holidays  
Article 20 - Vacation  
Article 21 - Premiums and Allowances  
Article 22 - Payment For Travel Time  
Article 23 - Health & Welfare  
Article 23 - LTD  
Article 25 - Education Leave  
Article 26 - Special Leaves  
Article 29 - Twelve Hour Vessels  
Article 30 - Retirement  
Article 32 - Ships' Officers' Component  
Article 33 - DEAS Pacific Marine Component  
All MOU's and LOU's

**Signed this 2nd day of September, 2011**

**On behalf of BC Ferry Services Inc.**

**On behalf of BCFMWU**

**Memorandum of Agreement \*\***  
**Between**  
**BC Ferry Services Inc.**  
**And**  
**BC Ferry & Marine Workers' Union**  
***Extension of Collective Agreement \*\****

The parties agree to extend the Collective Agreement to October 31, 2015.

The Company agrees to withdraw its application for exclusion of Terminal Supervisors and agrees no further initiatives to exclude "major groups" of employees during the new term.

The Company agrees to no exclusion requests on all current bargaining unit classifications, where the responsibilities of the position remain unchanged, for the duration of the collective agreement extensions.

The Company agrees to withdraw its proposal for cost sharing of Health and Welfare Benefits during the new term.

To roll-over all other provisions and Memorandum of Agreements that are currently contained in the collective agreement.

Any other collective agreement provisions or LOU-MOU not specifically raised in this list continues in force until the conclusion of the collective agreement extension.

The foregoing Memorandum of Agreement between BC Ferry Services Inc. and the BC Ferry and Marine Workers' Union was agreed to on the 15th day of November, 2011, and ratified by the membership of the BC Ferry and Marine Workers' Union on the 10th of February, 2012.

**On behalf of BC Ferry Services Inc.                      On behalf of BCFMWU**

## **APPENDIX B - EXPENSES FOR TRAVEL, LIVING AWAY AND MOVING \*\***

### ***PART I - TRAVEL EXPENSES \*\****

	Effective Date of Union Ratification
Breakfast	\$15.00 per day*
Lunch	\$15.00 per day*
Dinner	\$20.00 per day
Porterage	not applicable
Lodging	Single equivalent-official receipt required
Private Lodging	\$15.00 per day
Telephone	\$3.00 unreceipted for each day on travel status
Kilometrage - all vehicles	\$.47/km.*

### ***PART II - LIVING AWAY \*\****

Employees assigned to duty away from their home base when overnight accommodation is required, may elect to receive the standard per diem living-away expense of \$85.00\* per day in lieu of the travel expenses outlined in Part I above (no receipts required), provided the Company does not supply suitable accommodation. Additional expenses shall not be accepted.

\*Increase effective from April 1, 2012

### ***PART III - MOVING***

#### **Full Travel status after transfer**

Actual travel time plus maximum seven days.

#### **Living expenses after transfer with dependents**

\$23.00 per day, maximum of 60 days.

**Living expenses after transfer without dependents**

After expiration of first seven days, \$18.00 per day maximum 30 days.

**Expenses prior to transfer**

One return trip to new location – three days and travel.

**Meal Expenses on transfer**

Meal expenses under Part I for employee and spouse and children over 12 years of age; one-half the meal expenses under Part I for children under 12 years.

**Total weight of furniture**

8165 kg.

**Moving of vehicle**

One motor vehicle and one trailer towed by a personal vehicle.

**Moving residential trailer accessories**

Skirting, cabanas or attachments. Setting up and levelling to a maximum of \$580.

**Insurance, maximum on effects**

\$30,000.

**Insurance, maximum trailer**

\$30,000.

**Storage, maximum**

Two months.

**New Services**

Plumbing, gas and electrical charges for connecting appliances to existing facilities. Alterations or modifications to existing facilities to permit plumbing, gas and electrical hook-up and appliances to a maximum of \$100.

## **Incidental Moving**

Move into an unfurnished house, suite, apartment or mobile home where Company did not pay for the moving of household effects - \$425.

Move into a furnished house, suite, apartment, or move into unfurnished accommodation where the Company paid for moving of household effects - \$ 175.

Move into a new location with a mobile home - \$125.

Move to room and board at new location - \$75.

Real Estate Commission Up to \$7,000 maximum.  
Legal fees Registration of deed, Land Registration searches, certificates of encumbrances; photocopies; telephone, filing fees; miscellaneous office expense; Solicitor's fees in respect to (a) agreement for sale where new house is purchased, (b) discharge of encumbrances against the former residence, (c) financing new dwelling (first and second mortgage arrangements).

## **Sale of home without the aid of a realtor**

\$1,000 maximum.



## Appendix C - Salary Rate Schedules

### Ships Officers

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
14	Sr Chief Engineer 1st Cl (Spirit)	3154	\$55.43	\$8,439	\$55.98	\$8,523	\$56.82	\$8,651	\$57.96	\$8,824	\$59.12	\$9,001
14	Ch Engineer 1st Cl (Spirit)	3156	\$52.62	\$8,011	\$53.14	\$8,091	\$53.94	\$8,212	\$55.02	\$8,377	\$56.12	\$8,544
14	Master, Large Vessel, SP	3234	\$51.96	\$7,911	\$52.48	\$7,990	\$53.27	\$8,110	\$54.33	\$8,272	\$55.42	\$8,438
	Master, Major Vessel Rt17	389										
	Sr Chief Engineer (Large)	3155										
14	Ch Engineer (Large)	3157	\$49.24	\$7,497	\$49.73	\$7,572	\$50.48	\$7,686	\$51.49	\$7,839	\$52.52	\$7,996
	Ch Engineer Rt 40	500										
13	Master, Intermediate Rte 7	1017	\$47.86	\$7,286	\$48.33	\$7,359	\$49.06	\$7,469	\$50.04	\$7,619	\$51.04	\$7,771
	Master, Intermediate Vessel	3158										
	Sr Chief Engineer 2nd Class Intern	315										
13	Master, Minor Vessel	3159	\$44.10	\$6,714	\$44.54	\$6,781	\$45.21	\$6,883	\$46.11	\$7,021	\$47.03	\$7,161
	Senior Chief Engineer, Minor	3321										
12	Ch Engineer 2nd Class Intern	205	\$46.92	\$7,144	\$47.39	\$7,215	\$48.10	\$7,324	\$49.06	\$7,470	\$50.05	\$7,620
	Ch Engineer Intermediate Rt7	1016										
12	Ch Engineer, Minor	3316	\$42.67	\$6,496	\$43.09	\$6,561	\$43.74	\$6,659	\$44.61	\$6,793	\$45.51	\$6,928
12	Chief Officer (Spirit)	3161	\$43.64	\$6,644	\$44.08	\$6,710	\$44.74	\$6,811	\$45.63	\$6,947	\$46.54	\$7,086
	First Engineer LV (Spirit)	3163										

12	First Eng/Relief Ch Eng ASTO	1030	\$41.43	\$6,308	\$41.85	\$6,371	\$42.47	\$6,467	\$43.32	\$6,596	\$44.19	\$6,728
	First Engineer 1st Cl	184										
	First/Rel Ch Eng 1st Cl S/P	517										
12	Chief Officer (Large)	3162	\$40.81	\$6,213	\$41.22	\$6,275	\$41.83	\$6,369	\$42.67	\$6,497	\$43.52	\$6,627
	Chief Officer 12hr	407										
	Chief Officer Rt 40	486										
	First Engineer 1st Cl	3164										
	First Engineer 2nd Cl LV	3165										
	First Engineer Rt 40	501										
	First Engineer S/P 2nd Class	514										
12	Senior Chief Steward (Spirit / Northern)	3147	\$39.88	\$6,072	\$40.28	\$6,133	\$40.88	\$6,225	\$41.70	\$6,349	\$42.54	\$6,476
12	Senior Chief Steward (Large)	3148	\$37.27	\$5,674	\$37.64	\$5,731	\$38.20	\$5,817	\$38.97	\$5,933	\$39.75	\$6,052
12	Senior Chief Steward (Intermediate)	3149	\$35.93	\$5,471	\$36.29	\$5,526	\$36.84	\$5,609	\$37.57	\$5,721	\$38.33	\$5,835
11	Second Engineer 12hr	147	\$40.33	\$6,141	\$40.74	\$6,202	\$41.35	\$6,295	\$42.18	\$6,421	\$43.02	\$6,550
	Second Engineer Rt40	495										
11	Mate/Rlf Master,S/P Rt7	1015	\$39.95	\$6,083	\$40.35	\$6,144	\$40.96	\$6,236	\$41.78	\$6,361	\$42.61	\$6,488
11	Second Officer (Spirit) ASTO Mate/Relief Master Intermediate	3166 3417	\$40.47	\$6,162	\$40.88	\$6,224	\$41.49	\$6,317	\$42.32	\$6,443	\$43.17	\$6,572
11	Mate, Intermediate Mate,Route 7	3169 1014	\$39.70	\$6,044	\$40.09	\$6,104	\$40.70	\$6,196	\$41.51	\$6,320	\$42.34	\$6,446
11	Second Officer/Relief Chief Officer	1001	\$38.79	\$5,906	\$39.18	\$5,965	\$39.77	\$6,055	\$40.56	\$6,176	\$41.37	\$6,299

## Ships Officers Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012 1.0%		Apr 01, 2013 1.5%		Apr 01, 2014 2.0%		Apr 01, 2015 2.0%	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
11	Third Engineer (Spirit)	3171	\$36.56	\$5,566	\$36.92	\$5,622	\$37.48	\$5,706	\$38.23	\$5,820	\$38.99	\$5,937
11	Second Officer (Large)	3167	\$37.83	\$5,760	\$38.21	\$5,818	\$38.78	\$5,905	\$39.56	\$6,023	\$40.35	\$6,143
	Second Officer Rt 40	496										
11	Mate/Relief Master ASTO	1005	\$37.79	\$5,754	\$38.17	\$5,812	\$38.74	\$5,899	\$39.52	\$6,017	\$40.31	\$6,137
11	Mate, Minor Vessel	3170	\$36.93	\$5,623	\$37.30	\$5,679	\$37.86	\$5,764	\$38.62	\$5,880	\$39.39	\$5,997
11	Third Engineer (Large)	3172	\$33.27	\$5,066	\$33.61	\$5,117	\$34.11	\$5,193	\$34.79	\$5,297	\$35.49	\$5,403
	Third Engineer Career Develop	863										
	Third Engineer Rt 40	498										
	4th Class Engineer	3312										
11	Third Engineer (Intermediate)	3173	\$33.23	\$5,060	\$33.57	\$5,111	\$34.07	\$5,187	\$34.75	\$5,291	\$35.45	\$5,397
11	Third Engineer (Minor)	3174	\$33.06	\$5,033	\$33.39	\$5,083	\$33.89	\$5,160	\$34.57	\$5,263	\$35.26	\$5,368
10	Chief Steward (Spirit)	3150	\$37.99	\$5,784	\$38.37	\$5,842	\$38.95	\$5,929	\$39.72	\$6,048	\$40.52	\$6,169
10	Third Officer (Spirit)	3175	\$35.91	\$5,467	\$36.27	\$5,522	\$36.81	\$5,604	\$37.55	\$5,717	\$38.30	\$5,831
10	Chief Steward (Large)	3151	\$35.49	\$5,403	\$35.84	\$5,457	\$36.38	\$5,539	\$37.11	\$5,650	\$37.85	\$5,763
10	Fourth Officer (Career Dev) Rt 40	490	\$33.58	\$5,112	\$33.91	\$5,163	\$34.42	\$5,241	\$35.11	\$5,345	\$35.81	\$5,452
	Fourth Officer, Northern	188										
	Third Officer LV	3176										
	Third Officer Rt 40	499										
10	Chief Steward (Intermediate)	3152	\$34.23	\$5,211	\$34.57	\$5,263	\$35.09	\$5,342	\$35.79	\$5,449	\$36.50	\$5,558

## Appendix C - Salary Rate Schedules

### Unlicensed

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
13	Senior Application Developer	3145	\$41.59	\$6,332	\$42.01	\$6,395	\$42.64	\$6,491	\$43.49	\$6,621	\$44.36	\$6,753
	Senior Developer - Application Services	3451										
	Senior Application Technical Specialist	3383										
	Senior Business Analyst, Application Services	3469										
	Senior Business Analyst - Service Desk	1348										
	Senior Integration Developer	3254										
	Senior Technical Analyst	1354										
	Senior Technical Analyst - Maintenance and Supply Chain Applications	3396										
	Senior Technical Analyst, Networks	3373										
	Senior Technical Analyst-Reg.Support	1355										
	Senior Technical Analyst, Voice	3362										
	Senior Technical Analyst, Windows	3430										
	Senior Application Analyst	1357										

## Unlicensed Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
12	Intermediate Application Administrator, Application Services	3212	\$38.68	\$5,889	\$39.07	\$5,948	\$39.65	\$6,037	\$40.45	\$6,158	\$41.25	\$6,281
	Intermediate Application Administrator - Maintenance Apps.	3255										
	Intermediate Application Analyst - Maintenance Apps.	3251										
	Intermediate Application Developer	1347										
	Intermediate Application Developer - Application Services	3248										
	Intermediate Application Developer - Safety & Business Apps.	3252										
	Intermediate IT Business Analyst	3419										
	Intermediate Technical Analyst	1353										
	Intermediate Technical Analyst - Asset & Configuration	3259										
	Intermediate Technical Analyst, Citrix	3315										
	Intermediate Technical Analyst - Desktop	3244										
	Intermediate Technical Analyst, Networks	3374										

## Unlicensed Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
12	Intermediate Technical Analyst - Reg.Support	1351			1.0%		1.5%		2.0%		2.0%	
	Intermediate Technical Analyst - Service Desk	1368										
	Intermediate Technical Analyst, Video Systems	3431										
	Intermediate Workflow Specialist / Developer	3253										
11	Intermediate Business Analyst, CMMS	3224	\$34.42	\$5,240	\$34.76	\$5,292	\$35.28	\$5,372	\$35.99	\$5,479	\$36.71	\$5,589
11	Applications Trainer	3286										
11	Maintenance Planner	764	\$33.02	\$5,028	\$33.35	\$5,078	\$33.86	\$5,154	\$34.53	\$5,258	\$35.22	\$5,363
10	Senior Buyer, Retail	3279										
10	Safety Officer	3120	\$33.92	\$5,164	\$34.26	\$5,216	\$34.77	\$5,294	\$35.47	\$5,400	\$36.18	\$5,508
10	Inventory Administrator	305	\$32.64	\$4,970	\$32.97	\$5,020	\$33.46	\$5,095	\$34.13	\$5,197	\$34.82	\$5,301
10	Asbestos & Environment Officer	768	\$31.49	\$4,794	\$31.80	\$4,842	\$32.28	\$4,915	\$32.93	\$5,013	\$33.58	\$5,113
10	SMS Information Technician	3511	\$33.92	\$5,164	\$34.26	\$5,216	\$34.77	\$5,294	\$35.47	\$5,400	\$36.18	\$5,508
10	Draughtsperson	259	\$30.49	\$4,642	\$30.79	\$4,688	\$31.26	\$4,759	\$31.88	\$4,854	\$32.52	\$4,951

# Unlicensed Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
9	Associate Application Administrator	1358	\$30.66	\$4,668	\$30.97	\$4,715	\$31.43	\$4,785	\$32.06	\$4,881	\$32.70	\$4,979
	Associate Application Administrator - Application Services	3221										
	Associate Application Developer	1346										
	Associate Technical Analyst, Desktop Support	3140										
	Associate Technical Analyst (Regional Support)	3182										
	Associate Technical Analyst-IMAC/Warehouse Coordinator	3260										
	Associate Technical Analyst - Service Desk	1350										
9	Second Steward (Spirit)	3153	\$30.59	\$4,658	\$30.90	\$4,705	\$31.36	\$4,775	\$31.99	\$4,871	\$32.63	\$4,968
	Shore Food Facility Supervisor	1194										
9	Payroll Administrator	3128	\$29.69	\$4,520	\$29.98	\$4,565	\$30.43	\$4,634	\$31.04	\$4,726	\$31.66	\$4,821
	Second Steward	149										
	Supervisor, Terminal Revenue	251										
	Warehouse Supervisor	278										
9	Terminal Operations Supervisor	1063	\$29.01	\$4,417	\$29.30	\$4,461	\$29.74	\$4,528	\$30.34	\$4,619	\$30.94	\$4,711

## Unlicensed Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
8	PMO/Change Management Coordinator	3410	\$28.85	\$4,392	\$29.14	\$4,436	\$29.57	\$4,502	\$30.16	\$4,593	\$30.77	\$4,684
	Retail Buyer	788										
	Accounts Receivable Administrator	3304										
	Systems Administrator - Catering	225										
8	Customer Relations Specialist	3050	\$28.08	\$4,275	\$28.36	\$4,318	\$28.79	\$4,383	\$29.36	\$4,470	\$29.95	\$4,560
	Team Lead	3115										
7	Facilities Supervisor	3499	\$31.37	\$4,776	\$31.68	\$4,824	\$32.16	\$4,896	\$32.80	\$4,994	\$33.46	\$5,094
	Purchasing Agent 3	426										
7	Purchasing Agent 2	425	\$28.79	\$4,384	\$29.08	\$4,428	\$29.52	\$4,494	\$30.11	\$4,584	\$30.71	\$4,676
7	Terminal Supervisor	123	\$28.48	\$4,336	\$28.76	\$4,379	\$29.20	\$4,445	\$29.78	\$4,534	\$30.38	\$4,625
	Tower Controller	209										
7	Documentation Supervisor	1008	\$28.30	\$4,308	\$28.58	\$4,351	\$29.01	\$4,416	\$29.59	\$4,505	\$30.18	\$4,595
	Draughting Services Administrator	1344										
	Inventory Supervisor	193										
	Office Services Coordinator	303										
	Oracle Project Accounting (OPA) Administrator	135										
	Program Support Analyst	472										

# ***Unlicensed Cont'***

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
7	Clothing Administrator	357	\$26.92	\$4,099	\$27.19	\$4,140	\$27.60	\$4,202	\$28.15	\$4,286	\$28.71	\$4,372
	Contract Administrator	192										
	Documentation Coordinator	130										
	Materials Coordinator	227										
	Purchasing Agent 1	248										
	Retail Merchandiser	787										
	Senior Pay Analyst	3363										
	Warehouse Shift Supervisor	268										
7	Bosun	3132	\$26.77	\$4,075	\$27.03	\$4,116	\$27.44	\$4,177	\$27.99	\$4,261	\$28.55	\$4,346
7	Ticketing Supervisor	3101	\$26.80	\$4,080	\$27.07	\$4,121	\$27.47	\$4,183	\$28.02	\$4,266	\$28.58	\$4,352
6	Admin. Assistant, Retail	302	\$26.08	\$3,971	\$26.34	\$4,011	\$26.74	\$4,071	\$27.27	\$4,152	\$27.82	\$4,235
	Administrative Assistant-Engin	115										
	Audiometric Technician	427										
	Marine Data Coordinator	977										
	Night Shift Supervisor-Major	432										
	Secretary - Food & Beverage	778										
	Secretary, Purchasing	1317										
6	Assistant Eng/ERA 4th Class Motor Cert	3179	\$25.81	\$3,929	\$26.06	\$3,968	\$26.46	\$4,028	\$26.98	\$4,108	\$27.52	\$4,191
	Junior Watchkeeper - Eng.	1045										

# *Unlicensed Cont'*

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
6	Asst Eng/ERA with Rating Cert	3305	\$25.31	\$3,853	\$25.56	\$3,892	\$25.94	\$3,950	\$26.46	\$4,029	\$26.99	\$4,109
6	A/R - Senior Accounting Clerk	1098	\$25.28	\$3,849	\$25.53	\$3,887	\$25.92	\$3,946	\$26.43	\$4,025	\$26.96	\$4,105
	Benefits Administrator	3099										
	Pay Analyst	3129										
	Senior Accounting Clerk	3066										
	Senior Accounts Payable Clerk	817										
	Terminal Traffic Controller	334										
6	Giftshop Retailer	789	\$25.27	\$3,848	\$25.53	\$3,886	\$25.91	\$3,945	\$26.43	\$4,024	\$26.96	\$4,104
	Operational Merchandiser	3059										
	Senior Ticket Agent - Major Terminals	510										
	Terminal Revenue Clerk	252										
6	Bar Steward	314	\$24.93	\$3,796	\$25.18	\$3,834	\$25.56	\$3,891	\$26.07	\$3,969	\$26.59	\$4,049
6	Asst Eng/ERA - Route 40	484	\$24.81	\$3,778	\$25.06	\$3,816	\$25.44	\$3,873	\$25.95	\$3,950	\$26.47	\$4,029
	Asst Engineer/ERA	353										
	Marine Worker - Engineering	3085										
6	Bldg Service Supervisor	350	\$24.44	\$3,721	\$24.68	\$3,758	\$25.05	\$3,815	\$25.56	\$3,891	\$26.07	\$3,969
6	Terminal Cashier	3418	\$24.38	\$3,712	\$24.62	\$3,749	\$24.99	\$3,805	\$25.49	\$3,881	\$26.00	\$3,959
	Terminal Services Agent	1064										
	Ticket Agent - Northern Services	1065										
6	Ticket Attendant	348	\$24.24	\$3,690	\$24.48	\$3,727	\$24.85	\$3,783	\$25.34	\$3,858	\$25.85	\$3,936

## Unlicensed Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
5	Hostler/Deckhand Bridgework	1197	\$25.92	\$3,947	\$26.18	\$3,986	\$26.58	\$4,046	\$27.11	\$4,127	\$27.65	\$4,210
5	Administrative Assistant, Terminal Maintenance	3144	\$25.68	\$3,910	\$25.94	\$3,949	\$26.33	\$4,008	\$26.85	\$4,089	\$27.39	\$4,170
	Assistant, Business Sustainment	1373										
	Purchasing Administrator	3142										
5	Deckhand Bridgework	1042	\$25.14	\$3,827	\$25.39	\$3,865	\$25.77	\$3,923	\$26.28	\$4,002	\$26.81	\$4,082
	Deckhand Bridgework OFA3	3523										
5	Dock Repair Worker	344	\$24.93	\$3,795	\$25.18	\$3,833	\$25.55	\$3,890	\$26.06	\$3,968	\$26.59	\$4,048
	Hostler/Deckhand	236										
	Tradeshelper	342										
5	Administrative Assistant - Catering (LR)	3295	\$24.38	\$3,712	\$24.62	\$3,749	\$24.99	\$3,805	\$25.49	\$3,881	\$26.00	\$3,959
	Administrative Assistant - Catering (NAN)	3287										
	Administrative Assistant - Catering (TSA)	3288										
	Cost Control Clerk	296										
	Key Accounts Representative	3082										
	Payroll Services Technician	3266										
	Retail Services Administrative Clerk	3314										
	Secretary, Vessel Projects	43										

## Unlicensed Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
					1.0%		1.5%		2.0%		2.0%	
5	Terminal Clerical Receptionist	3189										
	Ticket Agent-Major Terminals	345										
	Ticketing Agent-Reservations	308										
	Traffic Statistics Clerk	257										
5	Deckhand	141	\$24.17	\$3,680	\$24.41	\$3,717	\$24.78	\$3,773	\$25.27	\$3,848	\$25.78	\$3,925
	Marine Worker - Deck	3084										
	Warehouse Stockperson	221										
5	Storeperson	3102	\$23.93	\$3,643	\$24.17	\$3,679	\$24.53	\$3,735	\$25.02	\$3,809	\$25.52	\$3,886
4	Driver - Stores	237	\$24.70	\$3,760	\$24.94	\$3,798	\$25.32	\$3,855	\$25.82	\$3,932	\$26.34	\$4,010
4	Cashier-Giftshop/Newsstands	343	\$24.38	\$3,712	\$24.62	\$3,749	\$24.99	\$3,805	\$25.49	\$3,881	\$26.00	\$3,959
	Cashier-Hospitality Services	1363										
4	Equipment Operator	396	\$24.36	\$3,709	\$24.60	\$3,746	\$24.97	\$3,802	\$25.47	\$3,878	\$25.98	\$3,956
	Equipment Operator OFA3	3525										
	Maintenance Analyst, Trng, CMMS	3065										
4	A/R Clerk - Customer Accounts	453	\$23.64	\$3,599	\$23.88	\$3,635	\$24.23	\$3,690	\$24.72	\$3,763	\$25.21	\$3,839
	Accounting Clerk - A/R	462										
	Accounts Payable Clerk	3130										
	Clerk/Typist - Purchasing	253										
	Inventory Clerk	108										
	Revenue Clerk - Terminal Ops	420										

# Unlicensed Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
4	Support Clerk, Northern Ops	1041										
3	Labourer (BCF)	3345	\$24.14	\$3,675	\$24.38	\$3,712	\$24.75	\$3,767	\$25.24	\$3,843	\$25.74	\$3,920
3	Stores Forwarder	210	\$23.68	\$3,605	\$23.91	\$3,641	\$24.27	\$3,696	\$24.76	\$3,770	\$25.25	\$3,845
3	Marine Worker - Ticketing	3434	\$22.78	\$3,468	\$23.01	\$3,503	\$23.35	\$3,555	\$23.82	\$3,626	\$24.29	\$3,699
3	Marine Worker - Terminal	3086	\$23.22	\$3,536	\$23.46	\$3,571	\$23.81	\$3,625	\$24.29	\$3,697	\$24.77	\$3,771
	Terminal Attendant	313										
	Terminal Attendant OFA3	3524										
	Terminal Services Attendant	1066										
3	Galley Attendant	340	\$22.80	\$3,471	\$23.03	\$3,506	\$23.37	\$3,558	\$23.84	\$3,629	\$24.32	\$3,702
3	Coffee Shop Attendant	295	\$22.78	\$3,468	\$23.01	\$3,503	\$23.35	\$3,555	\$23.82	\$3,626	\$24.29	\$3,699
	Foot Passenger Ticket Agent	239										
	Receptionist - Marine Ops IIS	468										
	Switchboard Operator II	1342										
	Terminal Customer Service Attendant	3327										
	Terminal Customer Attendant	3206										
2	Galley Helper - OFA3	38	\$22.78	\$3,468	\$23.01	\$3,503	\$23.35	\$3,555	\$23.82	\$3,626	\$24.29	\$3,699
2	Galley Helper	208	\$22.72	\$3,459	\$22.95	\$3,494	\$23.29	\$3,546	\$23.76	\$3,617	\$24.23	\$3,689
2	Cleaner/Driver	244	\$23.22	\$3,536	\$23.46	\$3,571	\$23.81	\$3,625	\$24.29	\$3,697	\$24.77	\$3,771
	Cleaner/Driver OFA3	3522										

## Unlicensed Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
2	Customer Service Attendant	1371	\$21.84	\$3,325	\$22.06	\$3,358	\$22.39	\$3,409	\$22.84	\$3,477	\$23.29	\$3,546
	Customer Service Attendant OFA3	3521										
	Marine Worker - Catering	3083										
2	Customer Sales & Service Rep	107	\$21.69	\$3,303	\$21.91	\$3,336	\$22.24	\$3,386	\$22.69	\$3,454	\$23.14	\$3,523
	Accounts Payable Support Clerk	3399										
	Revenue Support Clerk	3481										
	Switchboard Operator	100										
	Terminal Operations Support CI	413										
1	Building Service Worker	230	\$21.75	\$3,312	\$21.97	\$3,345	\$22.30	\$3,395	\$22.75	\$3,463	\$23.20	\$3,532
1	Casual Clerk	394	\$20.64	\$3,143	\$20.85	\$3,174	\$21.16	\$3,222	\$21.59	\$3,286	\$22.02	\$3,352
	Finance Operations Clerk	3109										
	Mail Support Clerk	3477										
	Receptionist - Head Office	267										

## Appendix C - Salary Rate Schedules

Seasonals			95%		April 01, 2010 1.0%		Oct 01, 2012 1.5%		Apr 01, 2013 2.0%		Apr 01, 2014 2.0%		Apr 01, 2015	
Grade	Job Title	Job#	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
7	Bosun	3132	\$25.42	\$3,870	\$25.67	\$3,909	\$26.06	\$3,967	\$26.58	\$4,047	\$27.11	\$4,128		
6	Asst Eng/ERA with Rating Cert	3305	\$24.05	\$3,661	\$24.29	\$3,698	\$24.65	\$3,753	\$25.14	\$3,828	\$25.65	\$3,905		
6	Terminal Traffic Controller	334	\$24.01	\$3,655	\$24.25	\$3,692	\$24.61	\$3,747	\$25.10	\$3,822	\$25.60	\$3,898		
6	Asst Eng/ERA - Route 40	484	\$23.57	\$3,589	\$23.81	\$3,625	\$24.17	\$3,679	\$24.65	\$3,753	\$25.14	\$3,828		
	Asst Engineer/ERA	353												
6	Terminal Services Agent	1064	\$23.17	\$3,527	\$23.40	\$3,562	\$23.75	\$3,616	\$24.22	\$3,688	\$24.71	\$3,762		
	Ticket Agent - Northern Services	1065												
6	Ticket Attendant	348	\$23.03	\$3,506	\$23.26	\$3,541	\$23.61	\$3,594	\$24.08	\$3,666	\$24.56	\$3,739		
5	Hostler/Deckhand Bridgework	1197	\$24.62	\$3,749	\$24.87	\$3,786	\$25.24	\$3,843	\$25.75	\$3,920	\$26.26	\$3,999		
5	Hostler/Deckhand	236	\$23.68	\$3,606	\$23.92	\$3,642	\$24.28	\$3,697	\$24.77	\$3,771	\$25.26	\$3,846		
	Tradeshelper	342												
5	Key Accounts Representative	3082	\$23.15	\$3,525	\$23.38	\$3,560	\$23.74	\$3,614	\$24.21	\$3,686	\$24.69	\$3,760		
	Ticket Agent-Major Terminals	345												
	Ticketing Agent-Reservations	308												
5	Deckhand	141	\$22.97	\$3,497	\$23.20	\$3,532	\$23.55	\$3,585	\$24.02	\$3,657	\$24.50	\$3,730		
	Warehouse Stockperson	221												
5	Storesperson	3102	\$22.74	\$3,462	\$22.97	\$3,497	\$23.31	\$3,549	\$23.78	\$3,620	\$24.25	\$3,692		
4	Driver - Stores	237	\$23.46	\$3,572	\$23.70	\$3,608	\$24.05	\$3,662	\$24.53	\$3,735	\$25.02	\$3,810		

# Seasonals Cont'

95%

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
4	Cashier-Giftshop/Newsstands	343	\$23.17	\$3,527	\$23.40	\$3,562	\$23.75	\$3,616	\$24.22	\$3,688	\$24.71	\$3,762
	Cashier-Hospitality Services	1363										
4	Equipment Operator	396	\$23.15	\$3,524	\$23.38	\$3,559	\$23.73	\$3,613	\$24.20	\$3,685	\$24.69	\$3,759
3	Labourer (BCF)	3345	\$22.94	\$3,492	\$23.17	\$3,527	\$23.51	\$3,580	\$23.98	\$3,651	\$24.46	\$3,724
3	Stores Forwarder	210	\$22.49	\$3,424	\$22.71	\$3,458	\$23.05	\$3,510	\$23.52	\$3,580	\$23.99	\$3,652
3	Marine Worker - Terminal	3086	\$22.06	\$3,359	\$22.28	\$3,393	\$22.62	\$3,443	\$23.07	\$3,512	\$23.53	\$3,583
	Terminal Attendant	313										
	Terminal Services Attendant	1066										
3	Galley Attendant	340	\$21.66	\$3,298	\$21.88	\$3,331	\$22.21	\$3,381	\$22.65	\$3,449	\$23.10	\$3,518
3	Coffee Shop Attendant	295	\$21.64	\$3,294	\$21.85	\$3,327	\$22.18	\$3,377	\$22.62	\$3,444	\$23.08	\$3,513
	Foot Passenger Ticket Agent	239										
	Terminal Customer Service Attendant	3327										
	Terminal Customer Attendant	3206										
2	Galley Helper - OFA	38	\$21.64	\$3,294	\$21.85	\$3,327	\$22.18	\$3,377	\$22.62	\$3,444	\$23.08	\$3,513
2	Galley Helper	208	\$21.58	\$3,286	\$21.80	\$3,319	\$22.13	\$3,369	\$22.57	\$3,436	\$23.02	\$3,505
2	Cleaner/Driver	244	\$22.06	\$3,359	\$22.28	\$3,393	\$22.62	\$3,443	\$23.07	\$3,512	\$23.53	\$3,583
2	Customer Service Attendant	1371	\$20.75	\$3,159	\$20.96	\$3,191	\$21.27	\$3,238	\$21.70	\$3,303	\$22.13	\$3,369
2	Customer Sales & Service Rep	107	\$20.61	\$3,138	\$20.82	\$3,169	\$21.13	\$3,217	\$21.55	\$3,281	\$21.98	\$3,347

## Appendix C - Salary Rate Schedules

### Seasonals

		90%		1.0%		1.5%		2.0%		2.0%	
		April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
Grade	Job Title	Job#	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
7	Bosun	3132	\$24.09	\$3,668	\$24.33	\$3,705	\$24.70	\$3,760	\$25.19	\$3,835	\$25.70
6	Asst Eng/ERA with Rating Cert	3305	\$22.78	\$3,468	\$23.01	\$3,503	\$23.35	\$3,555	\$23.82	\$3,626	\$24.29
6	Terminal Traffic Controller	334	\$22.75	\$3,464	\$22.98	\$3,499	\$23.32	\$3,551	\$23.79	\$3,622	\$24.27
6	Asst Eng/ERA - Route 40	484	\$22.33	\$3,399	\$22.55	\$3,433	\$22.89	\$3,484	\$23.34	\$3,554	\$23.81
	Asst Engineer/ERA	353									
6	Terminal Services Agent	1064	\$21.94	\$3,340	\$22.16	\$3,373	\$22.49	\$3,424	\$22.94	\$3,492	\$23.40
	Ticket Agent - Northern Services	1065									
6	Ticket Attendant	348	\$21.83	\$3,323	\$22.04	\$3,356	\$22.37	\$3,407	\$22.82	\$3,475	\$23.28
5	Hostler/Deckhand Bridgework	1197	\$23.33	\$3,552	\$23.56	\$3,588	\$23.92	\$3,641	\$24.40	\$3,714	\$24.88
5	Hostler/Deckhand	236	\$22.44	\$3,417	\$22.67	\$3,451	\$23.01	\$3,503	\$23.47	\$3,573	\$23.94
	Tradeshelper	342									
5	Key Accounts Representative	3082	\$21.94	\$3,340	\$22.16	\$3,373	\$22.49	\$3,424	\$22.94	\$3,492	\$23.40
	Ticket Agent-Major Terminals	345									
	Ticketing Agent-Reservations	308									
5	Deckhand	141	\$21.75	\$3,312	\$21.97	\$3,345	\$22.30	\$3,395	\$22.75	\$3,463	\$23.20
	Warehouse Stockperson	221									
5	Storesperson	3102	\$21.54	\$3,280	\$21.76	\$3,313	\$22.09	\$3,362	\$22.53	\$3,430	\$22.98
4	Driver - Stores	237	\$22.24	\$3,386	\$22.46	\$3,420	\$22.80	\$3,471	\$23.26	\$3,541	\$23.72

# *Seasonals Cont'*

**90%**

Grade	Job Title	Job#	April 01, 2010 1.0%		Oct 01, 2012 1.5%		Apr 01, 2013 2.0%		Apr 01, 2014 2.0%		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
4	Cashier-Giftshop/Newsstands	343	\$21.94	\$3,340	\$22.16	\$3,373	\$22.49	\$3,424	\$22.94	\$3,492	\$23.40	\$3,562
	Cashier-Hospitality Services	1363										
4	Equipment Operator	396	\$21.92	\$3,337	\$22.14	\$3,370	\$22.47	\$3,421	\$22.92	\$3,489	\$23.38	\$3,559
3	Labourer (BCF)	3345	\$21.72	\$3,307	\$21.94	\$3,340	\$22.27	\$3,390	\$22.71	\$3,458	\$23.17	\$3,527
3	Stores Forwarder	210	\$21.31	\$3,245	\$21.53	\$3,277	\$21.85	\$3,327	\$22.29	\$3,393	\$22.73	\$3,461
3	Marine Worker - Terminal	3086	\$20.91	\$3,183	\$21.12	\$3,215	\$21.43	\$3,263	\$21.86	\$3,328	\$22.30	\$3,395
	Terminal Attendant	313										
	Terminal Services Attendant	1066										
3	Galley Attendant	340	\$20.53	\$3,125	\$20.73	\$3,156	\$21.04	\$3,204	\$21.46	\$3,268	\$21.89	\$3,333
3	Coffee Shop Attendant	295	\$20.51	\$3,122	\$20.71	\$3,153	\$21.02	\$3,201	\$21.44	\$3,265	\$21.87	\$3,330
	Foot Passenger Ticket Agent	239										
	Terminal Customer Service Attendant	3327										
	Terminal Customer Attendant	3206										
2	Galley Helper - OFA	38	\$20.51	\$3,122	\$20.71	\$3,153	\$21.02	\$3,201	\$21.44	\$3,265	\$21.87	\$3,330
2	Galley Helper	208	\$20.45	\$3,113	\$20.65	\$3,144	\$20.96	\$3,191	\$21.38	\$3,255	\$21.81	\$3,320
2	Cleaner/Driver	244	\$20.91	\$3,183	\$21.12	\$3,215	\$21.43	\$3,263	\$21.86	\$3,328	\$22.30	\$3,395
2	Customer Service Attendant	1371	\$19.66	\$2,993	\$19.86	\$3,023	\$20.15	\$3,068	\$20.56	\$3,130	\$20.97	\$3,192
2	Customer Sales & Service Rep	107	\$19.53	\$2,974	\$19.73	\$3,004	\$20.02	\$3,049	\$20.43	\$3,110	\$20.83	\$3,172

## Appendix C - Salary Rate Schedules

### DPM Operations

Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
		Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Mechanical Trades Supervisor	1181	\$42.07	\$7,321	\$42.50	\$7,394	\$43.13	\$7,505	\$44.00	\$7,655	\$44.88	\$7,808
Refit Supervisor	119										
Trades Supervisor - Paint Dept/Labour Pool	6141										
Trades Supervisor - Ship Safety/Maintenance	6222										
Maintenance Planner (DPM)	3347	\$38.34	\$6,671	\$38.72	\$6,738	\$39.30	\$6,839	\$40.09	\$6,976	\$40.89	\$7,115
Chargehand - Electrical Ftt Eng	765	\$36.11	\$6,284	\$36.48	\$6,347	\$37.02	\$6,442	\$37.76	\$6,571	\$38.52	\$6,702
Chargehand - Machinist	762										
Chargehand - Mar Eng Mech (MEM)	763										
Chargehand - Painter	382										
Chargehand - Plumber	113										
Chargehand - Rigging	409										
Chargehand - Shipwright	410										
Chargehand - Upholsterer	405										
Chargehand - Welder	770										
Refit Safety Coordinator	809	\$34.76	\$6,049	\$35.11	\$6,109	\$35.64	\$6,201	\$36.35	\$6,325	\$37.08	\$6,452
Coatings Inspector	3516	\$34.51	\$6,005	\$34.86	\$6,065	\$35.38	\$6,156	\$36.09	\$6,279	\$36.81	\$6,405

## ***DPM Operations Cont'***

Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
		Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Electrician (DPM)	3346	\$32.26	\$5,614	\$32.59	\$5,670	\$33.08	\$5,755	\$33.74	\$5,870	\$34.41	\$5,988
Fuel Injection Mechanic	3291										
Machinist	158										
Marine Engine Mechanic	152										
Marine Painter	372										
Marine Sign Painter	175										
Mechanic - Autoshop	204										
Plumber - Fleet Engineering	772										
Rigger	373										
Shipwright	127										
Upholsterer	126										
Welder	1201										
Chargehand - Lifesaving Appliances	105	\$30.74	\$5,348	\$31.04	\$5,401	\$31.51	\$5,483	\$32.14	\$5,592	\$32.78	\$5,704
Chargehand - Shp Safe Equip Tech	1036										
Building Service Worker - Supervisor	256	\$29.01	\$5,047	\$29.30	\$5,097	\$29.74	\$5,174	\$30.33	\$5,277	\$30.94	\$5,383
Ship Safety Equipment Technician	172	\$29.01	\$5,047	\$29.30	\$5,097	\$29.74	\$5,174	\$30.33	\$5,277	\$30.94	\$5,383
Lifesaving Appliance Tech	275	\$28.31	\$4,926	\$28.59	\$4,975	\$29.02	\$5,050	\$29.60	\$5,151	\$30.19	\$5,254
Tradeshelper	9243	\$26.25	\$4,567	\$26.51	\$4,613	\$26.91	\$4,682	\$27.45	\$4,775	\$27.99	\$4,871
Parts Handler	281	\$25.56	\$4,448	\$25.82	\$4,492	\$26.21	\$4,560	\$26.73	\$4,651	\$27.26	\$4,744
Labourer	213	\$25.43	\$4,425	\$25.69	\$4,469	\$26.07	\$4,536	\$26.59	\$4,627	\$27.12	\$4,720

### ***DPM Operations Cont'***

Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
		Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Labourer - first 1040 hours worked	3256	\$20.55	\$3,575	\$20.75	\$3,611	\$21.06	\$3,665	\$21.48	\$3,738	\$21.91	\$3,813
Building Service Worker	393	\$22.91	\$3,986	\$23.14	\$4,026	\$23.48	\$4,086	\$23.95	\$4,168	\$24.43	\$4,251
Trades Assistant DPM	8358	\$19.03	\$3,312	\$19.22	\$3,345	\$19.51	\$3,395	\$19.90	\$3,463	\$20.30	\$3,532

### ***DPM NON-OPERATIONS***

Admin Clerk	1204	\$20.57	\$3,132	\$20.78	\$3,163	\$21.09	\$3,211	\$21.51	\$3,275	\$21.94	\$3,340
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## Appendix C - Salary Rate Schedules

### Trades

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012 1.0%		Apr 01, 2013 1.5%		Apr 01, 2014 2.0%		Apr 01, 2015 2.0%	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
12	Electrical Technician	3205	\$37.64	\$5,730	\$38.01	\$5,787	\$38.58	\$5,874	\$39.35	\$5,992	\$40.14	\$6,111
	Occupational Safety & Hygiene Technician	3386										
	Hydraulic Service Technician	512										
12	Trades Supervisor-Electrician	102	\$37.02	\$5,637	\$37.39	\$5,693	\$37.96	\$5,779	\$38.71	\$5,894	\$39.49	\$6,012
	Trades Supervisor - Term Mainten	104										
11	Chargehand - Carpenter	381	\$35.55	\$5,413	\$35.91	\$5,467	\$36.45	\$5,549	\$37.18	\$5,660	\$37.92	\$5,773
	Chargehand - Communications Tech	760										
	Chargehand - Painter (BCF)	3342										
10	Electrical Engineer Officer	122	\$35.38	\$5,387	\$35.74	\$5,441	\$36.27	\$5,522	\$37.00	\$5,633	\$37.74	\$5,746
10	Asst Quality Control Superintendent	452	\$35.36	\$5,383	\$35.71	\$5,437	\$36.25	\$5,518	\$36.97	\$5,629	\$37.71	\$5,741
10	Charge Hand - Dock Repair	378	\$34.38	\$5,235	\$34.73	\$5,287	\$35.25	\$5,367	\$35.95	\$5,474	\$36.67	\$5,583
	Charge Hand - Electrical	114										
	Charge Hand - Welding	379										
10	Electronic Systems Technician	3141	\$34.25	\$5,214	\$34.59	\$5,266	\$35.11	\$5,345	\$35.81	\$5,452	\$36.53	\$5,561
	Environmental Systems Technician	3228										
	Marine Controls System Technician	3230										

## Trades Cont'

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
10	Carpenter	371	\$33.13	\$5,044	\$33.46	\$5,094	\$33.96	\$5,171	\$34.64	\$5,274	\$35.34	\$5,380
	Dock Repairer	390										
	Electrician	271										
	Electrician Terminal Maint	771										
	Industrial Mechanic	3273										
	Painter Terminal Maintenance	767										
	Plumber - Term Maintenance	170										
	Refrigeration Repairer	258										
	Shipwright (BCF)	3344										
	Steel Fabricator	3136										
	Welder	174										
	Welder Terminal Maintenance	761										
10	Chief Cook (Spirit)	164	\$31.82	\$4,844	\$32.13	\$4,892	\$32.62	\$4,966	\$33.27	\$5,065	\$33.93	\$5,166
9	Communications Technician	369	\$33.18	\$5,051	\$33.51	\$5,102	\$34.01	\$5,178	\$34.69	\$5,282	\$35.38	\$5,387
9	Maintenance Technician	528	\$33.16	\$5,049	\$33.49	\$5,099	\$34.00	\$5,176	\$34.68	\$5,280	\$35.37	\$5,385
9	Repair Administrator	1335	\$33.94	\$5,168	\$34.28	\$5,220	\$34.80	\$5,298	\$35.49	\$5,404	\$36.20	\$5,512
9	Shift Supervisor	277	\$32.21	\$4,904	\$32.53	\$4,953	\$33.02	\$5,027	\$33.68	\$5,128	\$34.35	\$5,230
	Asset Recovery Coordinator	3427										
9	Shipper/Receiver	240	\$31.38	\$4,778	\$31.70	\$4,826	\$32.17	\$4,898	\$32.82	\$4,996	\$33.47	\$5,096
9	Chief Cook	375	\$31.17	\$4,746	\$31.48	\$4,793	\$31.96	\$4,865	\$32.60	\$4,963	\$33.25	\$5,062

# *Trades Cont'*

Grade	Job Title	Job#	April 01, 2010		Oct 01, 2012		Apr 01, 2013		Apr 01, 2014		Apr 01, 2015	
			Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
7	Technical Storesperson	165	\$29.00	\$4,416	\$29.29	\$4,460	\$29.73	\$4,527	\$30.33	\$4,618	\$30.94	\$4,710
7	Second Cook	144	\$27.84	\$4,238	\$28.11	\$4,280	\$28.54	\$4,345	\$29.11	\$4,431	\$29.69	\$4,520
7	Third Cook-Minor Routes	356	\$27.27	\$4,152	\$27.54	\$4,194	\$27.96	\$4,256	\$28.52	\$4,342	\$29.09	\$4,428
6	Third Cook - Large Vessel	355	\$26.84	\$4,086	\$27.11	\$4,127	\$27.51	\$4,189	\$28.06	\$4,273	\$28.62	\$4,358