

AGREEMENT

Between the



**BC FERRY & MARINE
WORKERS' UNION**

and



**BRITISH COLUMBIA
FERRY SERVICES INC.**

November 1, 2020 - October 31, 2025

Proposed Collective Agreement Between BCFMWU and BCFS

The purpose of this document is to satisfy Article 15 Section 6 of the BCFMWU Constitution '*presenting in writing [a report] to show each new and re-negotiated clause, memorandum of understanding and each clause that has been altered or deleted and stating clearly the intent of each clause.*' Please note - unless otherwise outlined in the document all language remains per the current Collective Agreement.

#1 Gendered Language

All Collective Agreement language shall be amended to be gender neutral, where appropriate.

EXPLANATION: Housekeeping; contract will be updated to be gender neutral.

ARTICLE 1 – PREAMBLE AND DEFINITIONS

NO CHANGES

ARTICLE 2 – UNION RECOGNITION AND RIGHTS

NO CHANGES

ARTICLE 3 – UNION SECURITY

NO CHANGES

ARTICLE 4 – GRIEVANCES

NO CHANGES

Note: the Union had informed the Company it plans to adhere to the plain language in Article 4.08 – Dismissal or Suspension Grievances and Article 4.09 – Failure to Act.

ARTICLE 5 - ARBITRATION

#3 Article 5.02 – Composition of the Boards of Arbitration

- (a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall, within a reasonable timeframe, assign an arbitrator from the mutually agreed list of arbitrators, or a substitute mutually agreed to arbitrator, and set a date for the hearing. Should the parties fail to agree upon an arbitrator under this clause 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:

Mark Brown	Joan Gordon
John Hall	John Kinzie
Judi Korbin	John McConchie
Joan McEwen	David McPhillips
Chris Sullivan	Kate Young
<u>Randy Noonan</u>	<u>Robert Pekeles</u>
<u>Arne Peltz</u>	<u>Julie Nichols</u>
<u>Corinn Bell</u>	<u>Amanda Rogers</u>

EXPLANATION: Many arbitrators have retired or not working full time. New arbitrators added at recommendation of BCFMWU legal counsel.

ARTICLE 6 – DISMISSAL, SUSPENSION AND DISCIPLINE

#4 Article 6.07

~~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.~~

EXPLANATION: Deleted. Has not been used by the parties.

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

#5 Article 7.02 – Staffing Pools

~~(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~~

EXPLANATION: It was agreed to make staffing pool composition part of the Workforce Planning Committee mandate. Previously the ratio had been subject to change without Union input, this change will make staffing pool ratios subject to consultation and adjudication per MOU IX – Workforce Planning (see #45).

ARTICLE 8 – EMPLOYEE STATUS – CASUAL AND SEASONAL EMPLOYEES

#6 Article 8.09 – Seasonal Help Employees

(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. The seasonal period at The Atrium shall be March 1st to October 15th.

EXPLANATION: Atrium Seasonal Period from March 1st is current practice, but requires an annual approval from our Union. The additional month at the Atrium reflects unique training requirements for CSSR training.

ARTICLE 9 – APPRENTICES/TRAINEES

NO CHANGES

*Note: See #60 – NEW MOU CADETS

ARTICLE 10 - SENIORITY

#7 Article 10.06 – Vacancy Postings

- (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~~ seven (7) calendar days; employees on approved leaves may give the Company notice of application for vacancy postings in specific POAs during that leave period.

EXPLANATION: Successive jobs can now be posted and filled quicker. Pre-applying allows members on leave to not miss job postings while away.

#8 Article 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, (for Ships' Officers LOU 12 applies)
 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. Adjustments to group seniority will be made once the individual accepts the position and the effective date will be the date the posting closed.

EXPLANATION: Change in (a) 1. directs SOC members to LOU 12 (#48). Change in (c) group seniority applies at posting close date so delays in awarding the job do not harm the member.

ARTICLE 11 – JOB CLASSIFICATIONS AND DESCRIPTIONS

NO CHANGES

ARTICLE 12 – WORKFORCE ADJUSTMENT

NO CHANGES

ARTICLE 13 – TECHNOLOGICAL CHANGE

NO CHANGES

ARTICLE 14 – CONTRACTING OUT

NO CHANGES

ARTICLE 15 – PAYMENT OF WAGES

#9 Article 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~~ their regular pay, whichever is greater, for the remainder of the work day.

EXPLANATION: Employees will be compensated at the higher rate for the rest of the day upon substituting into a position.

#10 Article 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 unless mutually agreed by the parties. In the event an employee is terminated, the overpayment shall be recovered from the final pay cheque.
- (b) 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 proposed 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.

EXPLANATION: Provides an opportunity to propose alternative methods of repayment.

ARTICLE 16 – HOURS OF WORK

#11 Article 16.10 – Flex Time Modified Work Week (Clerical)

****Note: All previous language in Article 16.10 deleted.***

The parties acknowledge flex time and/or modified work opportunities can be beneficial to the Company and Employees. Terms and conditions shall be based on the following considerations:

1. The Company, Union, or Employee may request flex time/modified work week.
2. A flex time/modified work week arrangement must be confirmed in writing, including the nature of the flexitime/modified work week. Any such request must be jointly agreed to by all the parties and will not be unreasonably denied.
3. A party may collapse a flex time/modified work week arrangement with 60 days' notice, or as otherwise agreed by the parties.

EXPLANATION: Creates an efficient and usable process for flex time, subject to mutual agreement.

#12 Article 16.12 – Job Sharing

(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.

EXPLANATION: Resolves issue of indignity upon death.

ARTICLE 17 – SHIFT WORK AND PREMIUMS

#13 Article 17.04 – Exchange of Shifts

Employees may exchange shifts, or any part thereof, with approval of the Company provided that, wherever possible, sufficient advance notice in writing is given, and provided that there is no increase in cost to the Company. Requests shall be approved, where practicable.

EXPLANATION: Company must approve mutual exchanges if able to do so.

ARTICLE 18 - OVERTIME

#14 Article 18.15 – Compensatory Time Off (Seven Day Operations)

- (l) All approved time off, once approved by the Company, shall not be altered or cancelled, except by mutual agreement between the employee and the Company.

EXPLANATION: CTO, once approved, cannot be altered or cancelled without the Employee's agreement.

ARTICLE 19 – Paid Holidays

#15 Article 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 <u>Victoria Day</u> | 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.
- (c) All Seven Day Operations employees shall be paid for the Canada Day holiday on July 1st regardless of which day of the week it falls.

EXPLANATION: Fixes difference with how Canada Day is paid vs other holidays – Stat pay for Canada Day will now be paid on July 1 for Seven Day Operation employees.

ARTICLE 20 – ANNUAL VACATIONS

NO CHANGES

ARTICLE 21 – PREMIUM RATES AND ALLOWANCES

NO CHANGES

ARTICLE 22 – PAYMENT FOR MEALS, KILOMETRAGE AND TRAVEL TIME

NO CHANGES

ARTICLE 23 – HEALTH AND WELFARE

**Note: See #50 NEW MOU – Health and Welfare Benefits (H&W) Committee*

#16 Article 23.01 – Short Term Illness and Injury Plan

IV. Doctor's Certificate of Inability to Work

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

EXPLANATION: Expands acceptable jurisdictions for acceptable Medical Practitioners where medical evidence is required.

#17 Article 23.04 – Extended Health Care Plan

- (c) 7. Paramedical massage benefits to a maximum of \$850.00/year
*Effective Jan 01, 2021

EXPLANATION: BC Ferries withdrew their massage benefit settlement prior to bargaining. Facing litigation and an uncertain outcome, our Union accepted this change to language as a resolve.

#18 Article 23.04 – Extended Health Care Plan

- (e) Coverage shall cease on the last day of the month ~~following the month~~ in which a member ceases to be an employee, excluding retirement on the Public Service Pension Plan or Long Term Disability, provided the premiums are paid by the Pension Plan or LTD carrier, as applicable.

EXPLANATION: Reflects current practice.

#19 Article 23.05 – Dental Plan

- (d) Coverage shall cease on the last day of the month ~~following the month~~ in which a member ceases to be an employee, excluding retirement on the Public Service Pension Plan or Long Term Disability, provided the premiums are paid by the Pension Plan or LTD carrier, as applicable.

EXPLANATION: Reflects current practice.

ARTICLE 24 – MATERNITY, PARENTAL AND ADOPTION LEAVE

#20 Article 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.
- (c) Notwithstanding the foregoing, an employee may elect to take extended parental leave commensurate with federal benefit guidelines.

EXPLANATION: Increases leave to statutory maximum.

ARTICLE 25 – EDUCATION LEAVE

#21 Article 25.04 – Marine Emergency Duties, PSM, SPSM

When the Company requires the employee to be in possession of MED, MED Refresher, PSM or SPSM 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.

EXPLANATION: Covers costs of MED refresher.

ARTICLE 26 SPECIAL LEAVES

#22 Article 26.01 – Bereavement Leave

- (c) In the event of the death of the employee's ~~son-in-law, daughter~~ child-in-law, brother-in-law or sister-sibling-in-law, or nibling, a regular or casual employee shall be entitled to special leave for one day at regular pay for the purpose of attending the funeral.

EXPLANATION: Adds 'niblings' (e.g. nieces and nephews) in (c) to paid bereavement leave.

#23 Article 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:

...

- 8. Court appearance for Child Custody or hearing of Employee's Child
One Day

...

- 10. Leave for Traditional Indigenous Practices
(where practicable, without pay)

EXPLANATION: 8. Allows a day off for a child custody hearing. 10. Allows unpaid leave for Indigenous cultural practices (e.g.: potlatches, food gathering, naming ceremonies, etc.).

#24 Article 26.10 – General Leave

- (a) The Company, where practicable, shall grant leave of absence without pay to an employee for a specific period 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.~~
- ~~(c)~~ (b) Other leaves without pay shall be granted in accordance with applicable employment statutes.

EXPLANATION: Reflects current practice.

ARTICLE 27 – Safety and Occupational Health

#25 Article 27.06 – Occupational First Aid Requirements

- (d) An allowance of ~~\$50.00~~ \$85.00 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.

*Effective April 1, 2021

EXPLANATION: Increases monthly allowance for designated OFAs.

ARTICLE 28 – Work Clothing and Safety Equipment

#26 Article 28.01 – Protective Clothing and Safety Equipment

- (a) Where required, the Company shall supply on an individual basis the following:
9. Upon submission of a proper receipt, the employee will be reimbursed up to ~~one hundred (\$100)~~ one hundred twenty five (\$125) every 24 months towards the cost of prescription safety glasses, where required.
 10. Upon submission of a proper receipt, the employee will be reimbursed up to ~~one hundred (\$100)~~ one hundred twenty five (\$125) every 24 months towards the cost of customized molded hearing protection, where required.

*Effective April 1, 2021

EXPLANATION: \$25 Increase on reimbursement of safety hearing and vision protection.

#27 Article 28.04 - Footwear

Regular, Casual and Fixed Term employees in the following classifications, but not limited to, will receive an annual allowance in the amount of ~~\$120~~ \$175 to offset the cost of the appropriate safety footwear. Employees are required to wear footwear ~~with leather uppers~~ substantial suitable to the workplace hazard with durable non-slip soles and, where required, footwear which complies with the Canada Standards Association (CSA) pursuant to the Workers' Compensation Act.

Catering Employees	Ticket Agent
Tower Operator	Foot Passenger Ticket Agent
Ticket Attendant	Building Service Worker (Head Office)
Terminal Custodian	Driver – Stores
Commercial Services Driver	Technical Storesperson
DEAS Dock Personnel	Deckhand
Assistant Foreperson	Stockperson
Deckhand Bridgework	Trades Supervisors
Building Services Worker	Tradesperson
Terminal Supervisor	Apprentice
Chargehand	Equipment Operator
Engine Room Assistant	Terminal Attendants
Dock Repair Worker	Materials Coordinator
Stores Forwarder	OS&H Officer
Trades Helpers	Labourers
<u>Ships' Officers</u>	

EXPLANATION: SOC boot programme has been discontinued (#36). Boot allowance for all members increased to \$175 annually. Requirement for leather uppers removed to recognize modern safety materials.

****Note List in 28.04 is not exhaustive, other classifications not listed may be included.***

#28 Article 28.03

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

The Company agrees to use Unionized suppliers of uniforms, provided the garments are reasonably available at a competitive cost, or unless otherwise agreed by the parties at the Uniform Standards committee.

EXPLANATION: Allows the parties to make determinations based on quality and availability of union label; reflects current practice.

ARTICLE 29 – TWELVE HOUR VESSELS

#29 Article 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,~~
 - i) 8 hours on, 4 hours off, 4 hours on, 8 hours off;
 - ii) 9 hours on, 3 hours off, 3 hours on, 9 hours off;
 - iii) 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.

EXPLANATION: Good watchkeeping and fatigue management don't allow for this watch rotation.

ARTICLE 30 - RETIREMENT

#30 Article 30.02 – Pre-retirement Leave

- (b) All pre-retirement leave, inclusive of compensatory time off, vacation credits and accumulates sick leave credits (if not taken in cash) shall be scheduled in accordance with the employee's normal shift ratio, or other mutually agreed arrangements.

EXPLANATION: *Creates opportunity for more flexible pre-retirement options.*

#31 Article 30.05 – Employee Time Bank

Employees hired after January 1 2021, shall have their Time Banks capped at a maximum of 300 hours. Additional hours shall be paid out. The maximum may be exceeded for educational purposes upon mutual agreement.

- (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,~~ At their option, 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.

EXPLANATION: *Current members will see no change to time banks except improvement to draw time-bank credits without restriction. New members will have a cap on their pre-retirement banks of 300 hours.*

ARTICLE 31 – GENERAL CONDITIONS

#32 Article 31.02 – Parking

- (e) Regular employees based at 1321 Blanshard Street, Victoria, the "Atrium" may be reimbursed up to \$75.00 per month for approved transportation expenses with receipt in lieu of Company provided parking. ~~will receive \$50.00 per month for parking expenses when an official parking receipt is provided to the Company.~~

*Effective April 1, 2021

EXPLANATION: Atrium Employees only – Increased amount with expanded reimbursement for transportation related expenses.

ARTICLE 32 – SHIPS’ OFFICERS COMPONENT

#33 Article 32.02 – Group Seniority Schedule

1. DECK

Group A: Masters (Minor Vessel)

ASTO Mate/Relief Masters

Chief Officers (“S” Class & Large Vessel)

Second Officer/Relief Chief Officers (“S” Class & Large Vessel)

Group B: Mates (Intermediate Vessel)

Mates (Minor Vessel)

Second and Third Officers (“S” Class Vessel)

Second, Third and Fourth Officers (Large Vessel)

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

2. ENGINEERING

Group E: Chief Engineers (Minor Vessel)

~~First Engineers (S-Class Vessel)~~

~~First Engineers (Large Vessel)~~

First Engineers

Second Engineers (Northern Vessel)

Group F: ~~Third Engineers (S-Class Vessel)~~

~~Third Engineers (Large Vessel)~~

~~Third Engineers (Intermediate Vessel)~~

~~Third Engineers (Minor Vessel)~~

Third Engineers

Fourth Engineers

EXPLANATION: Housekeeping – Simplifies the language.

#34 Article 32.09 – Hours of Work – Ships’ Officers

IV. Ships’ Officer - Twelve Hour Vessels

(a) The work day shall be one of the following:

i) ~~6 hours on, 6 hours off,~~

EXPLANATION: Good watchkeeping and fatigue management don’t allow for this watch rotation.

#35 Article 32.11 – Continued Proficiency Certificates, PSM, SPSM

When the Company or a regulatory authority requires a Ships’ Officer to be in possession of a

Continued Proficiency, PSM, ~~or~~ SPSM, MED or MED Refresher, or any other courses required by Transport Canada or the Company, the employee shall be granted leave with regular pay. The Company shall bear the full cost of obtaining, recertifying and renewing the certificate including tuition fees, entrance or registration fees, laboratory fees, course required books, necessary travelling time, examination fees, travelling 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.

EXPLANATION: Reimburses for costs associated with maintaining Transport Canada, STCW, or Company required certificates.

#36 Article 32.18 – Footwear – Ships’ Officers

Delete.

EXPLANATION: Company will no longer administer the boot programme (max. benefit of \$130/yr). Annual allowance of \$175 will be paid annually per Article 28.04 –Footwear.

#37 Article 32.24 – Professional Standards Committee

- (a) There shall be a Professional Standards Committee comprising ~~not less than three~~ of Engineer Officers and ~~three~~ Deck Officers ~~from various~~ taking into account geographic areas appointed by the Union and such representatives as are appointed by the Company. The purpose of the joint Professional Standards Committee is to give the Bargaining Unit Ships’ Officers’ a forum to discuss and recommend solutions ~~for~~ to mutual problems and interests of both the Ships’ Officers’ and the Company.

EXPLANATION: Committee was not effective; committee will now provide oversight of certificate upgrade programmes.

ARTICLE 33 – Deas Pacific Marine Component

#38 Article 33 – Preamble

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	Clause 15.06	Clause 18.14
Paragraph 8.02	Clauses 16.01 to	Clause 18.15
Paragraph 8.02	Clause 17.01	Clause 18.16
Clause 8.07	Clause 17.02	Clause 20.07
Paragraph 10.06	Clause 17.03	Clause 20.08
Paragraph 10.07	Paragraph 17.05	Paragraph 21.01(g)
Clause 10.10	Paragraph 18.01	Clause 30.05
Clause 11.02	Clause 18.03	Clause 31.08
Article 12	Paragraph 18.07	All MOU’s, except #7 <u>and</u> #9
		Appendix C

EXPLANATION: Deas will now participate in Workforce Planning Committee meetings. Change to Appendix C is housekeeping.

#39 Article 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. An employee who bumps shall receive that rate of pay or their previous rate of pay, whichever is greater.

EXPLANATION: Ensures no loss of pay when bumping due to temporary layoff.

#40 Article 33.21 – Hours of Work

- (d) Building Service Workers - Deas Dock
4. Vacation, CTO and pre-retirement leave shall be taken as ~~seven (7)~~ eight (8) hour days on a 5:2 shift ratio.

EXPLANATION: Reflects current practice.

#41 Article 33.22 – Shift Work and Shift Premium

Shift Premium Four and one-half percent (4.5%) of the Second Shift applicable basic rate for work performed on the second shift after ~~1700~~ 1430.

EXPLANATION: Second shift premium applies at 1430.

#42 Article 33.24 – Option to Take Accrued time as Cash or Time Off

- (a) 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 ~~six hundred (600)~~ seven hundred (700) hours [four hundred and twenty (420) for clerical employees] from all sources.

EXPLANATION: Time bank increased for Deas Pacific Marine members.

ARTICLE 34 – TERM OF AGREEMENT

#43 Article 34.01 – Duration of Contract

The Collective Agreement shall be binding and be in effect until midnight, October 31, 2025. ~~2020~~

EXPLANATION: Proposed 5 year contract.

NEW ARTICLE – Commercial Services

#44 All Changes

Amend as follows, effective April 1, 2021: Any language not listed remains unchanged.

Update language where applicable (e.g. Paragraph 1) as part of housekeeping.

3.01 - Overtime

Regular employees shall be paid overtime at ~~one and one half times (1 1/2)~~ two times (2) the regular base rate for hours worked in excess of the daily scheduled hours. Overtime shall be calculated in fifteen (15) minute increments.

3.04 - 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)~~ four (4) hours pay at the overtime rate.

5 - Vacation

- 5.1 Annual vacation with pay shall be granted to Regular employees as per Article 20.02 (a) ~~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

6.02 Statutory Holidays

An employee who is required to work on a statutory holiday will receive two (2) times their regular rate of pay in accordance with the Employment Standards Act for all hours worked on that day.

9.01 (a) General Leave

General leave per Article 26.10.

9.02 Bereavement Leave

Bereavement Leave per Article 26.01.

9.04 Jury Duty

Jury Duty per Article 26.07.

12 - Duration Of Agreement

Per Article 34.01

13 - Other Provisions

Amend relative to changes listed above.

EXPLANATION:

- **Overtime improved to double time.**
- **4 hour minimum pay when called in on a day of rest.**
- **CSD members will have vacation allotment per Article 20.02 (a) (note: CSD members in their 6th year have one more day of vacation than they would in 20.02 (a). As a result, for 2021 ONLY, members going into their 6th year will receive one additional day of vacation for that year).**
- **General leave, Bereavement leave, Jury Duty leave as per Article 26.**
- **Stat holidays paid per Employment Standards Act, with double time pay for working on stats.**

APPENDIX A – MEMORANDA OF UNDERSTANDING

#45 MOU IX – Workforce Planning Committee

- (c) ~~On or before November 15th of each year~~ The parties shall meet as required 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:
7. appropriate Staffing Pool requirements per classification as experience, usage, and forecasts indicate.

EXPLANATION: Enables the committees to meet as required for each POA (e.g. more frequent meetings). Adds staffing pool ratios for consideration as mentioned in #5.

#46 NEW MOU – Health and Welfare Benefits (H&W) Committee

1. The parties agree to establish an H&W Committee of equal number of Company and Union representatives (max 3) during the term of this collective agreement. The Committee shall be formed in accordance with Article 2.11
2. The purpose of the H&W Committee will be to review the health and welfare benefits in the Collective Agreement relative to such aspects as costs, level & scope of benefits, and feasibility of alternative benefits and/or benefit providers.
3. If there is no agreement reached, either party may serve notice to terminate this memorandum.

EXPLANATION: Will explore different providers, services, and other factors to tailor our benefits package to maximum value for the membership (e.g. moving away from Canada Life, changing orthodontics plan, etc.).

#47 NEW MOU - Cadets

It is understood that Article 9 may also apply to the establishment of a Cadet program for Ships' Officers' upon mutual agreement of the parties.

In the case of a Cadet program, the development and monitoring of the program shall be in accordance with Article 32.24, Professional Standards Committee.

While the intent of the program is to develop and advance internal applicants, consideration may also include external candidate, by mutual agreement of the parties.

EXPLANATION: Uses Article 9 to explore cadet programmes that benefit members.

#48 LOU #2 – 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.~~

EXPLANATION: Deleted, superseded by CSD.

#49 LOU #6 – Job Posting - Homesteading

~~Job Posting – Homesteading will have effect from November 1, 2015 and expire on October 30, 2020.~~

- ~~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 fleet-wide position. It is understood a vacancy is considered filled on the date of appointment to the Homestead/fleet-wide position.
3. In the event there are no available or suitable employees for a Homestead posting, the Company shall post fleet-wide. To be considered eligible for a Homestead posting, an employee must have one year of service seniority at the date on which the posting closed.
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.

EXPLANATION: LOU expiration date removed. Deleted preamble.

#50 LOU #12 – Ships’ Officers’ Intra Terminal and Lateral Transfers

The parties hereby agree to ~~enter into~~ continue this trial LOU regarding Ships’ Officers’ Intra Terminal and Lateral Transfers as follows:

Intra Terminal Transfer refers to the movement of Ships’ Officers’ from one vessel to another vessel within in the same Point of Assembly which does not constitute a demotion or promotion. Transfers between Officers’ positions having similar major or large vessel designations shall be considered to be intra terminal transfers without regard to salary levels and subject to suitability.

Lateral Transfer refers to the movement of Ships' Officers' from one location to another which does not constitute a demotion or promotion. Transfers between Officers' positions having similar major or large vessel designations shall be considered to be lateral transfers without regard to salary levels and subject to suitability.

Applications for Intra Terminal Transfers must be submitted prior to a vacancy being posted. The company will keep ITT requests on file and may action these requests prior to the posting of a vacancy.

Included, but not limited to, in this LOU:

1. Mate Minor and Mate Intermediate;
2. All 1st Engineers;
3. All 3rd Engineers and 4th Class Engineers

In the event other licensed positions or vessel designations are introduced or adjusted, the parties to the agreement shall meet to determine the applicability of intra terminal and lateral transfers.

This letter will be in effect until October 30, ~~2017~~ 2025 unless mutually agreed to by the parties.

EXPLANATION: Intraterminal Transfers for SOC now available without Vessel Designation restrictions.

#51 LOU #8 – NO LAYOFF CORE EMPLOYEES – (DEAS PACIFIC MARINE)

1. ~~Term of Letter~~

~~This Letter of Understanding is appended to and forms part of the collective agreement between the parties and shall expire automatically on October 31, 2020 unless it is renewed by the parties.~~

EXPLANATION: This LOU will not expire.

#61 NEW LOU – Marine Worker Positions (MWP) Committee

1. The parties agree to establish a MWP Committee comprised of equal parts equal number of Company and Union representatives (max 3) during the term of this of this collective agreement. The Committee shall be formed in accordance with Article 2.11.
2. The purpose of the MWP Committee will be to review LOU #9 relative to issues and opportunities of marine worker positions and amendments to LOU #9.
3. If there is no agreement reached, either party may serve notice to terminate this letter.

EXPLANATION: MWPs put forward by the Company are often unsatisfactory to our Union. This committee will seek to improve MWPs so they are satisfactory and acceptable more often.

#62 NEW LOU – Casual Seniority and Recall Committee

1. The parties agree to establish a Casual Seniority and Recall Committee comprised of equal number of Company and Union representatives (max 3) during the term of this Collective Agreement. The Committee shall be formed in accordance with Article 2.11
2. The purpose of the Casual Seniority and Recall Committee will be to review Article 8.04 relative to issues, opportunities, and amendments to casual recall language in Article 8.04
3. If there is no agreement on the issues and opportunities of casual recall language in Article 8.04 reached, either party may serve notice to terminate this letter.

EXPLANATION: Committee will seek to improve casual recall.

#63 EXPIRED LANGUAGE

Please note the following MOU/LOU have expired:

MOU II – Hour of Work Committee (Expired October 31, 2020);

APPENDIX B – EXPENSES FOR TRAVEL, LIVING AWAY AND MOVING

#64 Part I – Travel Expenses

Breakfast ~~\$15.00 per day~~ \$16.00 per day
Lunch ~~\$15.00 per day~~ \$16.00 per day
Dinner ~~\$20.00 per day~~ \$21.00 per day
Telephone ~~\$3.00 unreceipted for each day on travel status~~
Kilometrage - all vehicles ~~\$.47/km.~~ \$.49/km
*Effective April 1, 2022

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*~~ \$100.00 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.

EXPLANATION: Increase to meals and KMs, eliminate telephone. Increase per diem if accommodation is not provided by Company. Effective April 1, 2022

APPENDIX C – SALARY RATE SCHEDULES

#65 General Wage Rate Adjustments

April 1, 2021 No Change
April 1, 2022 2%
April 1, 2023 2%
April 1, 2024 Wage Re-opener
April 1, 2025 Wage Re-opener

#66 Special Wage Rate Adjustments

Special wage re-opener includes, but is not limited to, the following groups:

- Bos'n
- Deckhand/Deckhand Bridge Watch/ Hostler
- Cable Ferry Operator/Lead Operator
- ERA/ERR
- SOC groups A and E
- Planners
- Refit Safety Coordinators

April 1, 2024 Special Wage Re-opener

April 1, 2025 Special Wage Re-opener

EXPLANATION: Wage re-opener negotiations for general wages and special adjustments to commence with 90 days of effective date and Article 34.02 is applicable.

#67 Consent Order of April 12, 2020

The Union and Company agree to repudiate the Consent Order (ref. Case No. 2020-000315).

EXPLANATION: The parties determined that the two reasons for the COVID-19 Committee established by the LRB Consent Order of April 12, 2020 have been resolved:

- 1) To expedite the Article 12 hearing: The Article 12 grievance has been awarded;**
- 2) The Company asserted it could affect temporary layoffs using its own process: The Company cannot affect layoffs outside Article 12.**

As a result, the parties agreed to drop this consent order, subject to ratification of this agreement.