

## ARTICLE 9 — APPRENTICES

### 9.01 — Commitment

The Employer agrees to maintain an apprenticeship program to meet its requirements.

### 9.02 — Advisory Committee

(a) An apprenticeship and training committee shall be created comprised of three representatives from the Employer and three representatives from the Union. This Committee shall meet quarterly, or at the discretion of the Committee. The role of the Committee is to advise the parties on the development and operation of an apprenticeship program intended to provide the Employer with skilled tradespersons to meet the anticipated requirements. This includes development of selection criteria for each trade requiring apprentices and to monitor on-the-job training given to apprentices. It may also advise on a program intended to develop and upgrade journeypersons.

(b) The members of the Committee shall receive their regular pay and travel expenses as defined by Appendix 'C'.

(c) Apprentices shall be members of the B.C. Ferry and Marine Workers' Union. Apprentices shall be selected from regular employees in the bargaining unit with preference given to the Helper category and, in the case of Engineers, from the Oiler category, subject to the requirements as laid down by the Committee. If there are no qualified regular employees, casual employees who are qualified may be considered.

### 9.03 — General

(a) An apprentice is an employee in training and is entitled to instruction in all aspects of the trade s/he is learning, including the use of tools, while under the supervision of a journeyperson.

(b) An apprentice shall be entitled training at a recognized vocational institute or to such other formal training recommended by the Committee and approved by the Employer.

(c) No employee shall be laid off while serving an apprenticeship. No apprentice shall accrue seniority during a layoff who would have been laid off except for the apprenticeship. On completion of the apprenticeship, the employee shall revert to layoff status if s/he would have ordinarily been on layoff status.

(d) Upon completion of an apprenticeship, an apprentice shall revert to his/her former position.

## ARTICLE 10 — SENIORITY

### 10.01 — Seniority Carry-over

(a) SERVICE - 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 Corporation.

(b) For those persons who were regular crew members of the MV NORTH ISLAND PRINCESS on December 31, 1976, and who transferred to the Corporation 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 Corporation.

(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 Corporation. Unbroken service includes time worked as an auxiliary employee, calculated in accordance with clause 8.05.

### 10.02 — Calculation of Seniority

(a) SERVICE SENIORITY: An employee shall accrue service seniority from the date of the letter which confirmed his/her appointment to a regular position. Multiple appointments made simultaneously from the same competition shall be given the identical appointment date. Service seniority shall include:

1. service with the Employer under clause 10.01;
2. casual service in accordance with clause 8.05;
3. leaves of absence with pay;
4. 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;
5. time on STIP or a WCB claim; and
6. all time on parental leave.

(b) GROUP SENIORITY: An employee shall accrue group seniority from the date of appointment as a regular employee to a position within the group lists defined in the GROUP SENIORITY SCHEDULE.

1. 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.
2. Upon reinstatement to the higher group, the employee shall be credited with all previous seniority in that group.

(c) SENIORITY IN EXCLUDED POSITIONS:

1. An employee accepting a position which is of a permanent nature outside of the bargaining unit shall retain the right to



(f) An apprentice who does not successfully meet the performance standards, and who was employed by the Corporation prior to commencing the apprenticeship, shall be placed in a position with an equal rate of pay to the employee's former position.

(g) An apprentice who fully meets the performance standards, as per (c) above, and who successfully completes the apprenticeship shall be appointed to a position within the Corporation for which s/he has been trained. The employee shall continue to work for the Corporation for a period of time equivalent to that of the apprenticeship. Where the employee resigns prior to the completion of this equivalent work time, the employee shall pay the Corporation a prorated amount of the cost of the apprenticeship.

(h) An apprentice shall be paid in accordance with the rate of pay appropriate to his/her classification.

## ARTICLE 10 - SENIORITY

### 10.01 - Seniority Carry-over

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(b) For those persons who were regular crew members of the MV North Island Princess on December 31, 1976, and who transferred to the Corporation 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 Corporation.

(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 Corporation. Unbroken service includes time worked as an auxiliary employee, calculated in accordance with clause 8.04.

### 10.02 - Calculation of Seniority \*\*

In the application of seniority for appointments, the sole factor shall be group seniority for officers and service seniority for all others.

## 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 Employer under clause 10.01;
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. Group Seniority

(a) An employee shall accrue group seniority from the date of appointment as a regular employee to a position within the group lists defined in the Group Seniority Schedule.

(b) 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.

(c) Upon reinstatement to the higher group, the employee shall be credited with all previous seniority in that group.

(d) Where a tie in group seniority occurs, service seniority shall be the deciding factor.

## III. 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.