



Collective Agreement

BETWEEN BCFMWU & VIFC Limited Partnership (Hullo Ferries)

Effective Date

May 4, 2026 to December 31, 2028

1. Preamble and Definitions

1. Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain harmonious relationships between the Company, its employees and the Union; to set forth certain terms and conditions of employment; to provide a framework for the resolution of disputes; and to promote efficient operations where all parties are treated with respect and dignity.
- (b) The parties to this Agreement share an agreed objective to continually improve the quality of services provided.

2. Management Rights

The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The Union acknowledges that the management and direction of the employees is retained by the Employer, except as this Agreement otherwise specifies.

3. Conflict with Company Directives

In the event of a conflict between the terms of this Agreement and any Company policies, procedures, or directives, the terms of this Agreement shall prevail.

4. Workplace Bullying, Harassment and Human Rights The Company and the Union acknowledge that all employees have the right to work in an environment free from bullying, harassment and discrimination, where everyone is treated with respect and dignity in all circumstances. The Parties agree to work together under the corporate policy VIFC Anti-Discrimination, Bullying & Harassment, Violence and Sexual Harassment Policy.

The Company will inform the Union of reports received under the Policy involving one or more Union members. It is acknowledged that the Union can file a grievance related to the Policy.

This process in no way precludes an Employee's right to seek action under the applicable Human Rights legislation.

2. Union Recognition and Rights

1. Bargaining Agent Recognition

The Company recognizes the BC Ferry & Marine Workers' Union as the exclusive bargaining agent for all employees for whom the Union is certified.

2. 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 designates.

From time to time, or upon request, the Company will provide the Union with the contact information of its representatives.

3. Definitions

(a) Full-Time Employee means a person who is continuously employed on a full-time basis. Full-time employees, who are actively working, will receive pay equivalent to no less than 73 straight-time hours per pay period at their classification rate.

(b) Part-Time Employee means a person who works on average less than a Full-Time Employee. Should any Part-Time Employee work more than 1650 hours over the previous calendar year, the Employer will post a full-time position. If the Part-Time Employee is not the successful applicant or declines the opportunity for full-time employment, the employee will continue as a Part-Time employee. Part-Time Employees will be paid at the applicable classification rates, in accordance with this collective agreement. Part-Time Employees will receive 10% of their classification rate in lieu of benefits, inclusive of Vacation Pay but excluding statutory holidays.

(c) Term Employee means a person who is employed for a specific period of continuous time, to replace a full-time or part-time employee on leave for the entire leave period; or during peak periods (seasonal or event driven). Term Employees will be paid at the applicable classification rates, in accordance with this collective agreement. Term Employees will receive 10% of their classification rate in lieu of benefits, inclusive of Vacation Pay but excluding statutory holidays.

4. Union Security

(a) All employees of Hullo Ferries shall obtain membership in BC Ferry & Marine Workers' Union within 30 days of date of hire.

(b) Employees shall maintain membership as a condition of employment.

5. Union Representative Access

(a) The Company agrees that access to its premises may, upon reasonable advance written notice to the Company, at its sole discretion, be granted to accredited representatives 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. The Union will not interrupt the Company's operations or Employees who are working, without the prior permission of management.

(b) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Company may, where available and practicable, at its sole discretion make available to Union representatives or shop stewards temporary use of an office or similar facility whenever possible.

6. No Discrimination for Union Activity

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

7. 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) The Committees shall:

- i. review matters related to the maintenance of good relations between the parties, other than grievances;
- ii. suggest actions or alternatives in order to correct conditions which may give rise to the grievances and misunderstandings.

8. Recognition and Rights of Shop Stewards

(a) The Union has the right to select shop stewards to represent employees.

(b) The Union will provide the Company with a list of the current employees designated as shop stewards. Shop stewards shall attend to their union duties so as not to unreasonably interfere with the performance of their duties as an employee and for periods not exceeding 60 minutes at the time. A shop steward shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a shop steward. Absences expected to be longer than 60 minutes have to be planned in advance with an authorized representative of the Company so that they are taken at a time which does not impact the Company's operations or interfere with the shop steward employee's duties. Such permission shall not be unreasonably withheld. On resuming their normal duties, the shop steward shall notify their immediate supervisor.

The duties of shop stewards shall include:

- i. investigation of grievances and assisting any employee which the shop steward represents in presenting a grievance;
- ii. attending meetings to which they are called by the Company;
- iii. participation in any meeting called by the Company, where disciplinary action is reasonably anticipated by the Company;
- iv. other responsibilities as may be mutually agreed to in writing between the Company and the Union.

9. Bulletin Boards

The Company shall provide a bulletin board at each of the Company's worksites of a minimum size of 12 x 18 inches, for the exclusive use of the Union. The sites for the bulletin boards shall not be readily visible to the public and shall be determined by mutual agreement between the Company and the Union. The use of the bulletin boards shall be restricted to the business affairs of the Union.

10. 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 the steps that will be taken as 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 fourteen (14) on-site 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, location of work and status (i.e., full-time, part-time, term).

11. No Other Deductions

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

12. Union Dues

- (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) The Union must advise the Company in writing of the amount to be deducted prior to such deduction being made.
- (c) New employees shall complete an authorization form providing for the deduction from an employee's basic pay the amount of the deductions referred to above.
- (d) 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 owed by the employee to the Union.
- (e) The Union shall indemnify and save harmless the Employer, including its agents, from any and all claims or actions brought by an Employee arising out of or in any way related to the deductions made in accordance with this Article.

13. Dues Remittance

- (a) All said dues deductions at Article 2.12 shall be remitted to the Union Head Office no later than the end of the following month after the date of the deductions.
- (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.

14. Bargaining Committee

Leave of absence without loss of pay and without loss of seniority shall be granted for two (2) employees to attend bargaining sessions with the Company for a maximum of twelve (12) days.

Leave of absence without pay and without loss of seniority shall be granted to any additional Union negotiating committee members subject to operational requirements and provided the Union has applied for the leave thirty (30) days in advance.

15. Safe Work Habits and Conditions

The Parties agree to cooperate in promoting safe work habits and conditions and adhere to the provisions of the *Workers Compensation Act* of BC and other applicable legislation, including the steps for refusing unsafe work.

The parties agree that a Joint Occupational Health and Safety Committee is established. The Committee shall govern itself in accordance with the provisions of the *Occupational Health and Safety Regulations* made pursuant to the *Workers' Compensation Act* of BC. The Union will elect or appoint its own representative to this committee.

The Union supports a workplace free of alcohol and drugs.

3. Grievance/Arbitration

1. Right to Have Shop Steward Present

- (a) An employee shall have the right to have their shop steward present at any meeting or discussion called by the Company, where disciplinary action is reasonably anticipated by the Company. Unless mutually agreed or exceptional circumstances, 24 hours notice will be given for any meeting or discussion with an employee for disciplinary purposes.
- (b) Whenever possible, the meeting or discussion shall be scheduled during or adjacent to the scheduled working hours of the affected employee.
- (c) If an employee agrees to attend a meeting at the request of the Company on their day of rest, reasonable travel time, and overtime provisions shall apply.
- (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 disciplinary meeting called by the Company in respect of the shop steward.

2. Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by the Agreement.

Initial Discussion

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate manager as soon as possible. The shop steward or Union Representative may attend at the option of the employee.

Grievance

A grievance may be submitted by the job steward or Union Representative to the Employer in writing, not later than twenty-eight (28) calendar days from the date the employee should have reasonably known about the events which led to the complaint, dispute or misunderstanding.

The Employer will meet with and discuss the grievance as required with the job steward and/or Union Representative and the grievor within fourteen (14) calendar days of the filing of the grievance.

The Employer will communicate its response in writing to the Union with a copy to the Union Representative within fourteen (14) calendar days of the date of the grievance meeting.

Dismissal/Suspension

Employees dismissed, disciplined or suspended shall have the right within fourteen (14) calendar days after the date of dismissal or suspension to initiate a grievance.

Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either party may initiate a policy grievance, in writing, within twenty-eight (28) days of the date of becoming aware of the action or the circumstances giving rise to the policy grievance.

Mandatory Time Limits

The time limits contained in Article 3.2 are considered substantive and may only be extended or waived by written agreement of the parties.

3. Burden of Proof

The Employer must not dismiss or discipline an employee bound by this agreement except for just and reasonable cause.

4. Deviation from Grievance Procedure

The parties agree that the aggrieved employee or Company's representative shall not attempt to pursue a resolution to a grievance independent of the Union or without its consent.

5. Arbitration Procedure

Any grievance which has been processed through the relevant steps of the grievance procedure without being settled may be submitted to arbitration within fourteen (14) calendar days of receipt of the written reply. An arbitrator will be mutually agreed to.

The arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement. The decision of the arbitrator shall be final and binding on both parties.

Each party shall pay one-half the remuneration, fees and expenses of the arbitrator.

4. Probation and Seniority

1. Probation

A new employee shall be considered on probation for one hundred twenty (120) working days from the date of hire.

Any extensions of the probation period may be implemented by mutual agreement between the Employer and the Union.

Probationary employees will earn vacation during the probationary period but will not be entitled to schedule vacation entitlement until the completion of the probationary period except by mutual agreement.

Vacation days earned during the probationary period that are unable to be scheduled at a mutual agreeable time, shall be carried forward to the next year without penalty.

2. Seniority

(a) Definition of Seniority

- i. Seniority shall be defined as the length of an employee's service with the Employer within the bargaining unit, subject to the provisions of this Article.

(b) Calculation of Seniority

- i. Full-time employees will accrue seniority from date of hire.
- ii. Part-time employees will accrue seniority from date of hire.
- iii. Term employees will accrue seniority for each day worked. Days worked will be cumulative without expiration for the purposes of seniority. If a term employee converts to or accepts a full-time or part-time position their date of hire for the purposes of seniority will be back dated by the number of days worked as a term employee.
- iv. An employee on a general leave that is 30 days or longer shall not accrue seniority for days beyond the 29th day.
- v. When two (2) or more employees commence work with the Employer on the same day, their seniority shall be determined by alphabetical order by surname, and if required earliest month of birth.

(c) Probationary Employees

- i. Probationary employees shall not accrue any seniority until such time as they successfully complete their probation period, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article, retroactively from their date of hire.

(d) Loss of Seniority

An Employee shall lose their seniority only in the event:

- i. the employee is laid off and recalled and fails to return to work within twenty-one calendar days of being recalled;
- ii. the employee is laid off for more than 18 months.

(e) Temporary assignment outside of the Bargaining Unit

- i. An Employee who accepts a temporary assignment of ninety (90) consecutive days or less with the Employer outside the bargaining unit shall continue to accumulate seniority. For temporary assignments beyond ninety (90) days, seniority will not continue to accrue beyond ninety (90) days.

(f) Seniority List

- i. The Employer agrees to publish the seniority lists for bargaining unit Employees every six (6) months, and a copy shall be given to the Union.

5. Job Descriptions and Classifications

1. Job Descriptions

- (a) All positions shall have a job description. All job descriptions shall be available to employees on the SMS.

(b) Job descriptions will include:

- i. Job Title, and department
- ii. Worksite
- iii. Wage rate
- iv. Description of duties and qualifications, if applicable.

(c) The Union and applicable employees shall be provided with any changes twenty-one (21) days before they are to take effect.

3. Performance of Duties

No employee shall be required to undertake any duties other than those in their job description or which they are trained and qualified to perform.

4. New Classifications

The Company agrees to provide 60 calendar days prior notification of any new classifications to the bargaining unit to the Union and to meet, if requested in writing.

5. Substitution

When an employee is required by the Employer to substitute in or is required to perform the principal duties of a higher classification, for the entirety of a scheduled shift, they shall receive the rate of pay for that classification or their regular pay, whichever is greater.

When an employee is required by the Employer to perform the principal duties of a higher classification, during part of the employee's scheduled shift, the employee will be paid at the higher hourly rate of pay only for that portion of the shift worked on the higher-rated classification.

Substitution assignments will be made having regard to operational and scheduling requirements and, where practicable, will be rotated among such employees.

6. Contracting Out

The Employer agrees not to contract out the work presently performed by bargaining unit employees, which would result in the layoff of such employees.

6. Job Postings and Selection

1. Job Postings

- (a) Vacancies that are to be filled shall be posted on the Company website for a period not less than seven (7) calendar days; employees on approved leaves may give the Company notice of application for vacancy postings.
- (b) The Company shall provide notification of all new job postings to the Union and all unionised employees within 24 hours of posting unless operationally impracticable.

2. Job Selection

Job selection shall be made by the Employer on the basis of qualifications, skills and abilities to perform the duties of the position and shall include consideration of an employee's performance. Where these factors are relatively equal, seniority shall be the determining factor. Preference in job selection will be given to bargaining unit employees.

In the event an employee is awarded the position, they shall be considered to be on trial their first one hundred (100) calendar days after reporting to the new position. During this period, the Employer may transfer the employee back to their former job position or the employee may elect to do so of their own volition. In either case, the employee will be returned to their former position with no loss of seniority rights.

3. Layoff and Recall

(a) Definition of Layoff

- i. A layoff occurs when an employee's position is temporarily or permanently eliminated due to operational requirements or lack of work.

(b) Notice of Layoff

- i. The employer shall provide written notice of layoff at least thirty (30) days in advance.
- ii. Where notice cannot be provided, the employer shall pay the employee in lieu of notice for the equivalent time period.

(c) Order of Layoff

- i. In the event of a lay-off, layoffs shall be conducted in order of reverse seniority within the affected classification.
- ii. If applicable, once notice is provided, the affected employee shall notify the employer within seven (7) calendar days of their intent to access recall rights, bumping, and severance as outlined below.

(d) Recall Rights

- i. Employees who are laid off shall retain the right to recall for a period of eighteen (18) months from the date of layoff.
- ii. Employees on layoff shall be recalled in order of seniority, subject to their willingness, qualifications and ability to do the work available.

(e) Notification of Recall

- i. The employer shall provide notice of recall in writing via email & registered mail to the employee's last known address and may also telephone or text the employee.
- ii. Employees must confirm their availability to return to work, within seven (7) calendar days of receiving notice of recall.

(f) Bumping Rights

- i. Employees facing layoff shall have the right to displace a less senior employee in a position and at that pay rate subject to the following conditions:
 - i. The employee has the skills, qualifications, and ability to perform the duties.

(g) Severance Pay

- i. Employees who are permanently laid off and not recalled within the recall period shall receive severance pay in accordance with the Employment Standards Act or applicable provisions in this agreement.

(h) Temporary Work During Layoff

- i. Employees on layoff shall have the opportunity to perform temporary work at the Employer's request, without affecting their recall rights.

7. Vacation

1. Annual Vacations

- (a) The scheduling and taking of vacation 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.
- (b) 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.

- (c) Vacation schedules, once approved by the Company, shall not be changed or cancelled, except by mutual agreement between the employee and the Company.
- (d) Should an employee agree to a Company request to change or modify approved vacation, any time worked shall be compensated at double time (2X) (the "Vacation Cancellation Rate"). Vacation time will be rescheduled by mutual agreement; where vacation time cannot be rescheduled within the calendar year it shall be carried forward into the following year, not subject to limitations of (e).
- (e) Employees shall be permitted to carry over up to forty (40) vacation hours to be used within the following calendar year.

2. Vacation Entitlement

- a. Permanent Full-Time employees will be entitled to accrue the following annual vacation entitlements:

Continued Service	Vacation Entitlements	% Vacation Pay
Up to 3 years	3 weeks (120 hours)	6%
3 to 4 years	3.5 weeks (140 hours)	7%
5 to 7 years	4 weeks (160 hours)	8%
8 to 9 years	4.5 weeks (180 hours)	9%
10 to 14 years and more	5 weeks (200 hours)	10%

**Current vacation entitlements for existing employees shall not be reduced upon ratification.*

3. Definition of Vacation Week

- a. For Permanent Full-Time employees, one (1) week of vacation is defined as 40 hours of paid time off.

4. Vacation Taken in Days

- a. When vacation is taken in single days rather than full weeks:
 - i. A "vacation day" is equal to the number of hours the employee is normally scheduled to work that day (e.g., 8, 10, 12 hours, etc.).
 - ii. The corresponding number of hours will be deducted from the employee's vacation balance and paid at the applicable rate.

5. Vacation Pay

- a. When an employee takes vacation:
 - i. The Company will pay the greater of:
 - 1. the employee's regular wages for the vacation hours taken (vacation hours x regular hourly rate); or
 - 2. the percentage of the Vacation Pay above based on the employee's annual total wages.

6. Vacation Schedules

Upon hire, Employees will be assigned to a vacation selection team for the purposes of choosing their vacation time within the vacation quarter system (the "Team").

The Company will post a vacation schedule by September 1st of each year based on operational availability, including vacation allocation by classification. For scheduling purposes within the vacation quarter system, the vacation year will be split into quarters (the "Quarter") in line with the calendar year:

1. January – March
2. April - June
3. July- September
4. October – December

Teams will move between Quarters on a yearly basis i.e. Year 1: Team A – Q1, Year 2: Team A – Q2, etc.

Teams and Quarters will not be changed without agreement of the parties.

In Quarter Requests

Between September 1 and September 30 of each year, employees will be requested to select vacation time within their Team's assigned Quarter. Employees shall select at least two (2) weeks of vacation time during their assigned Quarter. Vacation will be scheduled in full calendar week(s). Where there is a conflict in vacation requests within the Teams, seniority shall determine preference for vacation time.

The Company shall confirm the employee's selected vacation time by October 15.

Any request by Employees to trade vacation in the In Quarter Requests must be submitted by October 30 and approved in writing by the Manager. Trades may only be made between employees in the same position.

Out of Quarter Requests

Once the In Quarter Request process has been completed on October 15, employees may submit Out of Quarter Requests for the vacation year based on the vacation schedule. The Employer will respond in writing to the Out of Quarter Request within two (2) weeks of submission.

Vacation requests outside of the Quarter will be given on a first-come, first-serve basis.

7. Sick Leave During Vacation

An employee who is hospitalized or develops an illness or injury, is under a doctor's care, and otherwise qualifies for sick leave, shall be entitled to have the period treated as sick leave and the vacation days reinstated.

8. Leaves

1. Sick Leave

- (a) Employees shall be entitled to five (5) days of paid sick leave per calendar year for personal illness or injury. As of January 1, 2027, Employees shall be entitled to seven (7) days of paid sick leave per calendar year for personal illness or injury.
- (b) New employee entitlements shall follow *Employment Standards Act* (ESA) requirements.
- (c) Sick leave pay shall be calculated based on the employee's average day's pay, determined by the formula outlined in the *Employment Standards Act* (ESA).

- (d) Short-term absence due to an illness or an injury of four (4) consecutive shifts or less or for the first two periods of short-term absence shall be granted in accordance with the Employer's policies, without medical documentation.
- (e) Employees returning to work after an approved leave may be required to provide a medical clearance letter to the Employer prior to the employee being added back to the schedule, if required by a regulator or the Employer.
- (f) Where the employee has been absent for five consecutive shifts or more or it appears that a pattern of consistent or frequent absences from work are developing, the Employer may require an employee who is unable to work to provide sufficient medical documentation to support their absence.
- (g) If there is a cost associated with the medical documentation required by the Employer or regulator to support the employee's absence or return to work, the cost shall be borne by the Employer.
- (h) Employees who do not comply with the Employer's request for documentation as set out above shall be considered to be on unpaid leave until sufficient documentation is provided. Employees must respond to Employer communication in a reasonable period of time.

2. Full-Time Union Duties

With prior written notification to the Company of the employee's application, nomination and election into a full-time position with the Union, the Company shall grant, on written request, a leave of absence without pay and benefits for employees elected into a full-time position with the Union. With 30 days written notice, the employee shall be eligible to return to their former position or equivalent position, and compensation with the Company, provided the employee is qualified and able.

3. Time Off for Union Business

- (a) Time off for Union business as specified below shall be granted by the Company taking into consideration operational requirements and will not be unreasonably denied, provided the Union has applied for the leave with reasonable notice, which will not be less than 30 days in advance. In the event of less than 30 days advance notice, the Company and the Union will discuss the request for the leave and the potential for mutually agreeable terms.
 - i. Leave of absence without pay shall be granted for Union business.

4. General Leave

- (a) The Company may grant a general leave of absence without pay to an employee for a specific period upon written request, subject to the discretion of the Company.
- (b) Other leaves without pay shall be granted in accordance with applicable employment statutes and Company policy.
- (c) Leaves approved under this article of less than thirty (30) days shall not impact seniority. Eligibility to continue to participate in and receive benefits from the employee benefits plans for leaves of less than thirty (30) days will be governed by the terms and requirements of such plans.
- (d) Leaves greater than thirty (30) days will be without benefits and vacation accrual.

5. Leave for Political Office

- (a) The Employer shall grant, on written request, leave of absence without pay or benefits and without loss of seniority:
 - i. For employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous election for a maximum period of 90 days, if nominated or selected as a candidate.
 - ii. For employees elected or selected to such public office for a maximum period of 5 years.

6. Bereavement Leave

- (a) An employee shall be entitled to a bereavement leave, at their regular pay for dates they were scheduled to work, from the date of death in the employee's immediate family up to and including the day of the funeral with, if necessary, an allowance for immediate return traveling time. Such leave shall not exceed three (3) scheduled working days. It shall not be necessary to attend the funeral.
- (b) "Immediate family" is defined as an employee's parent, spouse, child, legal ward, sibling, parent-in-law, grandparent, grandchild or any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's child-in-law, sibling-in-law, or sibling, an employee shall be entitled to bereavement leave for one (1) day for the purpose of attending the funeral at their regular pay, if they were scheduled work on the date of the funeral.

(d) The leave in (a) and (c) applies to Full-Time Regular employees only, who have completed their probationary period. All other employees shall be entitled to the bereavement leave(s) set out in the *BC Employment Standards Act*.

7. Special Leave

All Employees will be entitled to the following leaves:

- a. leave provided in the *BC Employment Standards Act*;
- b. Jury Duty leave;
- c. one day paid-per year for the employee to move household. The Employee shall request this leave at least thirty (30) days in advance and provide justification, if requested by the Employer.

8. Wellness Leave

An employee shall be entitled to two (2) days of wellness leave at their regular rate of pay per calendar year. The wellness leave shall be scheduled in advance and is subject to operational requirements. The wellness leave cannot be attached to other leaves of absence, including vacation and statutory holidays, and cannot be carried over.

9. Maternity/Parental/Adoption Leave

1. Maternity Leave

A pregnant employee is entitled to maternity leave without pay:

- (a) without pay for a total period of not more than seventeen (17) consecutive weeks. An Employee may opt to combine both maternity leave pursuant to this Article and parental leave..
- (b) The period of maternity leave or combined maternity/parental leave without pay shall commence on a date determined by the Employee, but
 - i. no sooner than thirteen (13) weeks prior to the expected date of birth of the child(ren), and
 - ii. no later than the date of birth of the child(ren).
- (c) The request to take maternity leave or combined maternity/parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the expected date of birth of the child(ren).

- (d) In the event that an Employee is unable to work,
 - i. for health-related reasons, prior to the commencement of the leave period set out in (b) above, the Employee may be entitled to sick leave benefits, in accordance with Article 8.1, until the commencement of maternity benefits.
 - ii. Employees can take up to six consecutive weeks of leave starting on the date a pregnancy ends.
- (e) Employees are encouraged to engage in open communication with the Company about their leave(s) under this Article. An Employee on maternity leave or combined maternity/parental leave shall notify the Employer four (4) weeks prior to the expiration of the maternity leave or combined maternity/parental leave of the date when the Employee shall be returning to work.
- (f) Unless the Company and the employee agree otherwise the period of maternity leave shall abut any period of parental leave taken under the provisions of Article 8.9.2.

2. Parental Leave

An Employee shall be entitled to a parental leave without pay in accordance with the following:

- (a) For an Employee who takes maternity leave in accordance with Article 8.9.1, a parental leave of up to sixty-one (61) consecutive weeks shall commence immediately after the end of the leave taken under Article 8.9.1.
- (b) For any other Employee or for an Employee who does not take a maternity leave in accordance with Article 8.9.1, a parental leave of up to sixty-two (62) consecutive weeks' duration which must begin within seventy-eight (78) weeks after the birth or placement of the child(ren).
- (c) The request to take parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave.

10. Statutory Holidays

(a) The following have been designated as statutory holidays:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	

(b) Payment of Statutory Holidays

In order to be entitled to receive statutory holiday pay the employee:

- i. must have been employed for at least thirty (30) calendar days prior to the statutory holiday;
- ii. must have earned wages or performed work for at least eighty (80) hours during the thirty (30) calendar days immediately preceding the statutory holiday;

(c) Statutory holiday pay for those who qualify shall be compensated in accordance with the *Employment Standards Act*.

9. Hours of Work

The scheduled hours per day and days per week shall be determined by the Employer, in accordance with the collective agreement, based on operational requirements and can be any combination of hours per day.

1. Schedule

The Employer will post a baseline schedule at least six pay periods in advance of the first day of the pay period. This baseline schedule will be prepared for all employees (Full-time, Part-time and Term employees) and will include hours per day, start and stop times and days per week, as determined by the Employer.

The Employer will publish a finalized schedule applicable to all employees (Full-time, Part-time and Term employees) at least 2 pay periods in advance of the first day of the

pay period (“Finalized Schedule”). This Finalized Schedule will include hours per day, start and end times and days per week the employee is expected to work. The Finalized Schedule will also show any time off work, statutory holidays, vacation and other leaves.

Full-Time Employee

Full-Time Employees will be scheduled no more than eight (8) shifts over a pay period. There shall be no split shifts.

Part-Time Employee

Part-Time Employees will be offered additional shifts before Term Employees, unless the additional shifts result in overtime.

2. Changes to Schedule

- (a) Once the Finalized Schedule is published, if the Employer cancels a scheduled shift, the employee will be paid for the originally scheduled shift, in addition to any pay earned.
- (b) When a Full-time employee accepts or is assigned an additional shift to the Finalized Schedule up to seven (7) days of the additional shift date, the employee will be paid 1 ½ time for hours worked on the additional shift. If the Employer needs to assign the shift, the assignment will be in reverse order of seniority.
- (c) When a Full-time employee accepts or is assigned an additional shift to the Finalized Schedule, within seven (7) days of the additional new shift date, the employee will be paid double time their classification rate for all hours worked on this additional shift. If no employee accepts the additional shift, the Employer may assign the shift in reverse order of seniority.
- (d) When an employee’s start time is modified by more than two (2) hours within 7 days of the scheduled shift, the employee will be paid 1 ½ time their classification rate for the hours affected by the change (i.e. if the employee’s start time is changed from 10:00 to 12:30, 2.5 hours will be paid at 1 ½ X).

10. OT Provisions

1. Overtime

- (a) Full-time and Part-time employees will be paid overtime at 1 ½ time the employee's classification rate for all time worked in excess of the length of the scheduled shift, when the scheduled shift is of 8 hours or more.
- (b) Full-time and Part-time employees will be paid at double time (2x) the employee's classification rate for any hours worked in excess of twelve (12) hours of the scheduled shift.
- (c) Full-Time and Part-Time employees will be paid at double time (2x) the employee's classification rate for all straight-time hours worked in excess of 80 hours in a pay period. Straight-time hours include statutory holidays, only if worked, and paid leaves such as vacation, sick days, and wellness days. Meal periods during which employees are required to remain on the vessel or at the terminal shall be counted as straight-time hours.
- (d) All overtime shall be paid out in the following pay period.
- (e) The overtime premiums shall not be cumulative.

2. Right to Refuse Overtime

- (a) Overtime shall be offered on a rotational basis, in order of seniority within the classification and work unit.
- (b) Employees shall have the right to refuse the offer of overtime without being subject to disciplinary action.
- (c) Should the offer of overtime not be accepted, the Employer may assign the overtime work in reverse order of seniority of qualified employees.
- (d) When the Employer needs overtime on short notice, the Employer may offer the overtime to any qualified employee and is not bound by paragraph (a). Short notice means an emergency situation or any absence notice provided after 16:00 for the next day's sailings.

3. Overtime Meal Allowance

Any employee required to work more than 2.5 hours beyond their regularly scheduled shift will be provided a choice of one \$ 25 gift card for a meal.

11. Uniforms and Clothing

1. Pant & Boot Reimbursement

(a) Boot Reimbursement

- i. The annual boot reimbursement amount for employees required to wear safety or specialized footwear shall be a maximum of \$250.
- ii. Employees must submit the original purchase receipt along with their request for reimbursement.

(b) Pant Reimbursement

- i. The annual pant reimbursement amount for employees shall be for two pairs totaling a maximum of \$250.00.
- ii. The annual rain pant reimbursement amount for employees shall be a maximum of \$125.00.
- iii. Employees must submit the original purchase receipt along with their request for reimbursement.

2. Work Clothing

The Employer has prescribed appropriate dress codes or uniforms to be observed by Employees.

Where the Employer requires employees to wear branded clothing, the Employer will provide an allotment of same which Employees will then be responsible for maintaining.

3. Uniform Consultation Committee

The Company and the Union agree to establish a Uniform Consultation Committee to provide feedback, and make recommendations on the design, quality, and appropriateness of uniforms provided to employees. The Committee shall meet a minimum of once per year, or as mutually agreed.

12. General Provisions

1. Certificates

- (a) The Company will reimburse the employee for the renewal fees to maintain certificates as required by the regulatory bodies for their role. These shall include:
 - i. Certificates of Competency
 - ii. Marine medical certificates

- iii. First aid certificates
 - iv. MED renewals and/or refreshers
 - v. High-Speed Craft (HSC) rating
 - vi. PSM
 - vii. Serving It Right (BC)
 - viii. WorkSafe BC mandated training
- (b) Where courses are provided by the Company, employees will take the Company's courses, in preference to a third-party provider at the employer's cost and shall receive no shortfall of pay, provided there is no unreasonable delay.
- (c) Probationary employees are not entitled to any reimbursements in (a). Employees who successfully complete probation will be eligible for reimbursement for all training in (a) undertaken during the probationary period.
- (d) The cost of any certificates or courses required by the Company over and above regulatory requirements shall be borne by the Company with the employee receiving no shortfall of pay.

2. Benefits

- (a) For the duration of the Agreement, the Employer will continue to make available to all eligible employees the current extended health and dental plan, or its reasonable equivalent. The Employer will continue to pay the premiums for the extended health and dental plan, or its reasonable equivalent, for the duration of the Agreement.
- (b) For the duration of the Agreement, the Employer will continue to make available to Full-Time Employees the Simply-Flex and Deferred Profit Sharing Plan, or its reasonable equivalent.

3. Travel Time

Employees required to travel for work-related purposes shall be compensated as follows:

- (a) Travel During Regular Working Hours
Travel time to or from offsite locations at the request of the Company will be part of a scheduled workday. Offsite locations are locations other than the designated Company offices or work site where the employee is regularly employed.

(b) Reimbursement of Expenses:

Employees shall be reimbursed for all reasonable travel-related expenses, including transportation, kilometrage, accommodation, and meals, in accordance with the Company's travel policy.

(c) Use of Personal Vehicle:

Employees required to use their personal vehicle for work-related travel shall be reimbursed kilometrage at the current rate as set by the CRA or as otherwise agreed.

(d) Locations:

Designated VIFC locations are 10 Church Street, Nanaimo, BC V9R 5H4, 1 Port Way, Nanaimo BC V9R 0H1, 100 Port Way, Nanaimo, BC V9R 0C7, and 1055 Canada Place, Vancouver, BC V6C 0C3. Locations may be amended by the parties' mutual agreement for the purpose of travel time.

3. Parking

The Company shall provide vehicle and bicycle parking, on a first come first serve basis, at the (i) Company's designated bike rack; and (ii) in the Hullo operated parking lot, each located at the current terminal in Nanaimo.

13. Term of Agreement

1. Duration

This agreement shall be in force and effect from May 4, 2026 to December 31, 2028.

2. Agreement to Continue in Force

Both parties shall adhere to the terms of this Collective Agreement during the period of *bona fide* collective bargaining.

LOU/MOA

1. Statement of Intent

For information purposes, employees should know that the statutes listed below, but not limited to, may affect their terms and conditions of employment. The following list is provided as information only and will not form part of the Collective 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

2. Letter of Understanding - RE: Implementation of Enhanced Paystub Information Through Payroll Services

This Letter of Understanding is entered into by the Employer and the Union and shall form part of the Collective Bargaining Agreement between the parties.

The Employer recognizes the Union's request for improvements to employee paystubs and the Union acknowledges the Employer's current payroll administration limitations.

The Employer agrees to assess and implement a solution that reasonably supports the provision of the following details for employee paystubs:

- Total hours worked during the applicable pay period;
- Amounts earned for any statutory holidays worked or observed; and
- Amounts earned for any overtime hours worked.

The Employer commits to completing this implementation within eighteen (18) months of the signing of this Letter of Understanding. This timeline is subject to any unforeseen delays caused by third-party payroll service providers or other external factors beyond the Employer's control. In the event of such delays, the Employer agrees to notify the Union in writing, provide a reasonable explanation, and make best efforts to proceed with implementation as soon as practicable.

Nothing in this Letter shall obligate the Employer to select any specific service provider, system, or process, and the final decision shall rest solely with the Employer, provided that the paystub information requirements above are reasonably addressed.

This Letter of Understanding is without prejudice and shall not establish a precedent. It shall remain in effect until the successful implementation of the payroll system, or until superseded by mutual agreement.

3. Letter of Understanding - RE: Education Savings Plan

This Letter of Understanding is part of the Collective Agreement between VIFC Limited Partnership (the "Employer") and BCFMWU (the "Union"). It describes the Employer's efforts to offer an Education Savings Plan to help employees save money for education.

1. The Employer wants to support employees in planning and saving for their future. To help with this, the Employer is working to set up an Education Savings Plan for its employees.
2. Within 120 days of the signing of this Letter of Understanding! the Employer will assess feasible options with financial institutions to offer an Education Savings Plan.
3. While the details will be worked out with the financial provider, the goal is to offer:
 - a. A plan employees can choose to join or not
 - b. Automatic deductions from pay
 - c. Easy access to funds for education
4. The Employer will not be contributing any Employer funds to the Education Savings Plan accounts.

4. MOU – Hours of Work Committee

- (a) The parties agree that a four (4) person Hours of Work Committee will be established and comprised of an equal number of Company and Union representatives. Either party may bring one (1) guest.
- (b) The purpose of the Committee will be to discuss ways to improve scheduling, operational effectiveness and services, and optimize full-time employees, considering factors such as operational costs and flexibility, impact on employees, and service requirements of the operations.
- (c) The committee will meet at least twice a year or as mutually agreed.
- (d) The committee shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed and relevant information pertaining to the issues will be shared with the committee members to encourage productive discussions, at least one (1) week prior to the meeting.
- (e) Employees participating in the committee will receive no loss of pay.

WAGE TABLE

Employee Classification	June 30, 2025	July 1, 2025	January 1, 2027	January 1, 2028
		6.15%	3.5% or BC CPI, whichever is greater	4% or BC CPI, whichever is greater
Captains	\$64.42	\$68.38	\$70.77	\$73.60
Chief Engineers	\$60.10	\$63.80	\$66.03	\$68.67
Mates	\$43.75	\$46.44	\$48.07	\$49.99
Deckhand w Bridgwatch	\$32.21	\$34.19	\$35.39	\$36.80
Deckhands	\$26.44	\$28.07	\$29.05	\$30.21
Marine Maintenance Workers	\$36.06	\$38.28	\$39.62	\$41.20
Specialized Qualified Technicians	\$40.00 - 50.00	\$43.00 - 53.00	3.5% or BC CPI, whichever is greater	4% or BC CPI, whichever is greater
Guest Experience Agents* (including Shuttle Bus Drivers)	\$23.70	\$25.16	\$26.04	\$27.08
Brand Ambassador	\$17.85	\$18.95	\$19.61	\$20.40