COLLECTIVE AGREEMENT

between the

FRASER RIVER MARINE TRANSPORTATION LTD.
(ALBION FERRIES)

and the

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

Effective from April 1, 2004 to March 31, 2008

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DEFINITIONS

For the purpose of this Agreement:

(1) "*bargaining unit*" – is the unit for Collective Bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of B.C. on March 8, 1974, and as amended thereafter, limited for the purposes of this Collective Agreement to all employees transferred to Fraser River Marine Transportation Ltd. (Albion Ferry) as outlined and amended in the Agreement between the Parties dated June 11, 1999, and those employees subsequently hired by FRMT.

(2) "*basic pay*" - means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection;

(3) "*child*" - wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse;

(4) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship or has been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes;

(5) "*continuous employment*" or "*continuous service*" - means uninterrupted employment in the Public Service of British Columbia and Fraser River Marine Transportation Ltd. subject to the provisions of Clause 11.3 - Loss of Seniority;

(6) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;

(7) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;

(8) "*employee*" - means a member of the bargaining unit and includes:

(a) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;

(b) "auxiliary *employee"* - meaning an employee who is employed for work which is not of a continuous nature such as:

1. seasonal positions;
2. positions created to carry out special projects or work which is not continuous;
3. temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave;
4. temporary positions created by special programs, emergencies such as floods or other special temporary programs;

"*employee*" does not include:

(a) persons excluded by Section 1, part 139 of the Labour Relations Code;

(b) incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement;

(9) "*Employer*" - means Fraser Marine River Transportation Ltd. (Albion Ferry) as outlined in the Agreement between the Parties dated June 11, 1999;

(10) "*headquarters or geographic location*" - is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs their duties. When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

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

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

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

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

(15) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 - Layoff and Recall or Article 31 - Auxiliary Employees;

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

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

(18) "*probation*" - for an employee means that period of probation outlined in Article 30 of this Agreement;

(19) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;

(20) "*relocation*" - refers to the movement of an employee from one geographic location to another;

(21) "*resignation*" - means a voluntary notice by the employee that he/she is terminating their service on the date specified;

(22) "*rest period*" - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest;

(23) "*shift*" - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;

(24) "*spouse*" - includes husband, wife and common-law spouse;

(25) "*termination*" - is the separation of an employee from Fraser River Marine Transportation Ltd. for cause pursuant to Article 10 - Dismissal, Suspension and Discipline, Article 11 - Seniority or Article 31 - Auxiliary Employees;

(26) "*travel status*" - with respect to an employee means absence of the employee from their headquarters on Employer business with the approval of the Employer;

(27) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU);

(28) "*work day*" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;

(29) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.

(30) "*watch month*" – twenty-eight (28) days or two (2) pay periods.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures and to maintain harmonious and mutually beneficial relationships between the Employer and the Union; to set forth certain terms and conditions of employment, hours of work, employee benefits, and general working conditions affecting employees covered by this Addendum; to ensure all reasonable measures are provided for the safety and occupational health of the employees.

(b) The parties to this Agreement share a desire to improve the quality of the ferry service. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the organization in which members of the bargaining unit are employed.

1.2 Future Legislation

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

1.3 Conflict With Policy

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

1.4 Singular and Plural

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

1.5 Human Rights Code

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

In accordance with Clause 7.5, the parties will continue to review methods of extending knowledge of the Human Rights Code to all employees.

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

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

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

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

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

This Clause does not preclude an employee from filing a complaint under Part 3 of the B.C. Human Rights Code, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in Clause 1.7. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.7.

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

1.6 Sexual Harassment

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

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

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

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

This Clause does not preclude an employee from filing a complaint under Part 3 of the B.C. Human Rights Code, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in Clause 1.7. In either event a complaint of sexual harassment, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.7.

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

Examples of sexual harassment include but are not limited to:

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

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

1.7 Discrimination and Sexual Harassment Complaint Procedures

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

The Parties agree that issues interpreted as "*Personal Harassment*" are considered inappropriate workplace conduct. These issues are not included in Article 1.9, which deals only with sexual harassment and discrimination as included in the BC Human Rights Code.

(b) *Informal Process*

The Parties agree that complaints should be addressed informally first whenever possible. To that end, before proceeding to the formal complaint mechanism, an employee who believes he or she has a complaint of sexual harassment or discrimination must make every reasonable effort to resolve the matter at the informal stage – this may include direct communication between the individuals directly involved.

The Parties also understand that there may be occasional circumstances where it is not possible to address a complaint informally. In such cases, employees will not be prevented from initiating a complaint at the formal stage.

The employee may also approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

(c) *Formal Process*

If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six (6) months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor. If the respondent is the CEO, the complaint should be forwarded to the FRMT Board of Directors.

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

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

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

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

(f) When the matter is not resolved following the formal process, the Union may refer the matter to adjudication within thirty days of receiving written notification of the proposed resolution in (e) above.

(g) *Adjudication*

When a complaint has been filed at the adjudication stage, the parties will agree to an adjudicator within ten (10) days of receiving notice to proceed to adjudication. Adjudication will be conducted in a manner to ensure those involved receive a fair hearing. The adjudicator will determine the procedure and may admit any evidence deemed necessary or appropriate, consistent with the principles of natural justice. The adjudication will be held in private and the Employer has the right to full representation at the hearing.

(h) The adjudicator may:

- make findings of fact;
- decide if, on the facts, discrimination or sexual harassment has occurred;
- attempt to mediate a resolution to the complaint; and
- make recommendations regarding resolution of the complaint, which may include discipline.

(i) The adjudicator will forward their written decision and recommendations as expeditiously as possible to:

- the complainant;
- the respondent;
- the CEO; and
- the Union

(j) The decision as to whether or not discrimination or sexual harassment has occurred is binding on the Employer, the complainant, the respondent and the Union.

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

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

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees included in the Fraser River Marine Transportation Ltd. (Albion Ferries) bargaining unit as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions and those excluded by the Labour Relations Code.

(b) The guidelines to be considered in negotiating exclusions shall be:

(1) position incumbents employed for the primary purpose of exercising senior management functions;

(2) position incumbents employed in a confidential capacity in matters relating to labour relations;

(3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

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

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

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

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

(3) If no agreement is reached or if no response is received from the Union within ninety (90) days of the date of notification in (1) above, the Employer may refer the matter to arbitration and have it heard by an arbitrator from a mutually agreeable list of arbitrators.

(4) Where a matter has been referred to arbitration, the arbitrated decision, if any, will be deemed to be binding on the parties.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the certification issued by the Labour Relations Board of March 8, 1974, and as amended thereafter, who were transferred to Fraser River Marine Transportation Ltd. (Albion Ferry) as outlined and amended in the Agreement between the Parties dated June 11, 1999, and those employees subsequently hired by FRMT.

2.3 Correspondence

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

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account operational considerations.

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards.

(c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

(d) It is the intent of the parties to utilize Shop Stewards that are on the worksite, this will include the scheduling of disciplinary meetings to coincide with the Shop Stewards being at work whenever practicable.

In the event Shop Stewards are requested to attend the worksite by the Employer on their day of rest, they will be compensated in straight time CTO (Cumulative Time Off) for all time spent in direct contact with the Employer at the worksite on their day of rest. Time spent meeting with the employee(s) affected will also be compensated on the same basis to a maximum of thirty (30) minutes.

(e) The duties of stewards shall include:

(1) investigation of complaints of an urgent nature;

(2) assisting with Occupational health and Safety business at the request of the Employer;

(3) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;

(4) supervision of ballot boxes and other related functions during ratification votes;

(5) attending meetings at the request of the Employer;

(6) attending Joint Committee meetings at the request of the Employer.

2.7 Bulletin Boards

(a) The Employer shall provide bulletin board facilities for the exclusive use of the Union in each mess room and other strategic locations agreed upon by the Parties. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

(b) Galleys or areas mutually agreed upon at all terminals will have up-to-date vacancy postings and notices posted by the Employer.

2.8 Union Insignia

(a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

(b) The recognized insignia of the Union shall include the designation "*bcgeu*". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

(c) B.C. Government and Services Employees' Union insignia will be displayed in mutually agreeable, prominent positions in ship lounge areas and terminal buildings.

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

(a) *Without Pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;

(3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;

(4) up to four (4) employees on the Bargaining Committee to carry on negotiations with the Employer; however, the Union reserves the right to use up to three additional persons for technical information or advice, who shall also be covered by the provisions of this clause;

(5) to employees called by the Union to appear as witnesses before an arbitration board, the Public Service Appeal Board, or the Labour Relations Board;

(6) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.1.

(b) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

(c) The Employer shall grant, on request, leave of absence without pay:

(1) for employees selected for a full-time position with the Union for a period of one (1) year;

(2) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request;

(3) for an employee elected to any body to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request.

2.11 Union Meetings

(a) The Employer recognizes that due to the nature of the employment of employees it is often difficult for the President or Staff Representatives to meet with employees outside of normal working hours. Therefore, the Employer agrees to grant permission to the President of his designate, a Staff Representatives, upon prior notice, to meet with employees aboard the vessels or terminal during working hours. Permission to visit such worksites informally will not be unreasonably denied.

(b) Such visits shall not interfere with the normal operation of the vessels, scheduled sailing times or public access to public areas of the vessel.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).

(b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of (thirty) 30 days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).

(c) All employees transferred on April 1, 1999 from the Government of British Columbia (the "*Province*") to the GVTA subsidiary #574699 BC Ltd., now known as Fraser River Marine Transportation Ltd. (Albion Ferry), shall as a condition of continued employment maintain membership in the Union (subject only to the provisions of Section 17 of the *Labour Relations Code*).

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

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

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

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

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

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

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

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

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

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

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

(c) Upon request, the steward shall be advised of the name, location and work telephone number of the new employee.

(d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment.

(e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.

(f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 6 - EMPLOYER'S RIGHTS

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Bargaining Committees

A Union Bargaining Committee shall be elected and consist of up to four (4) bargaining unit members.

7.3 Union Representatives

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility.

(d) The Employer agrees that access to its premises will be extended to the President of the Union, and/or designates, upon reasonable notice of their intention and purpose for entering the Employer's premises and such access shall not interfere with the Employer’s operations.

7.4 Technical Information

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

7.5 Emergency Services

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

ARTICLE 8 - GRIEVANCES

8.1 Nature of Grievances

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

(1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or

(2) the dismissal, discipline, or suspension of an employee bound by this Agreement.

(3) Promotional Appeal

(b) It is intended that all grievances will proceed through each step in sequence pursuant to the following procedure.

Notwithstanding the foregoing, the following grievances will commence at Step 2 of the grievance procedure:

- Policy grievances;
- Discipline in excess of a twenty (20) day suspension;
- Dismissals;
- Rejection on probation; and
- Job selections

(c) Notwithstanding this procedure, the Parties may agree at any time to amend the grievance procedure, including bypassing a step or steps.

(d) All grievances or disputes shall be settled without stoppage of work.

8.2 Informal Step – Employee Complaint

(a) Every effort shall be made to settle the dispute. Therefore, employees are encouraged to discuss any complaint, dispute, or misunderstanding relating to this Agreement with the supervisor responsible as soon as possible, and for the purpose of this clause, not later than fourteen (14) calendar days from:

- the date of the action on the part of the Employer; or
- the date the employee was advised of the action; or
- the date the employee ought reasonably to have become aware of the action or circumstance which led to the complaint, dispute, or misunderstanding

(b) The aggrieved employee shall have the right to have their steward present at such a discussion. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or Union Staff Representative.

8.3 Step One - Formal

Failing satisfactory resolution at the Informal Step, the aggrieved employee may submit a written grievance, through the Union steward, to Step 1 of the grievance procedure.

(a) Failing satisfactory resolution at the Informal Step, an employee may grieve an action on the part of the Employer with respect to the provisions of this Agreement. A grievance shall be submitted in writing not later than twenty-one (21) calendar days following the failure at the Informal Step.

(b) Subject to (a) the employee may present a grievance at this level by:

(1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

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

(3) transmitting their grievance to the designated excluded supervisor through the Union steward.

(c) The designated excluded supervisor shall:

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

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

(d) Within fourteen (14) days of receiving the grievance at Step 1, the representative designated by the Employer to handle grievances at Step 1 and the designated Union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement. The Employer will make every reasonable effort to provide relevant documentation to the Unions' Step 1 designate within fourteen (14) days of receipt of grievance.

8.4 Step One Response

(a) The representative designated by the Employer to handle grievances at Step 1 shall reply in writing to an employee's grievance within seven (7) days of the Step 1 grievance meeting.

(b) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 1 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

8.5 Step Two

(a) The President of the Union, or their designate, may advance a grievance to Step 2:

(1) within fourteen (14) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 1; or

(2) within fourteen (14) days after the Employer's reply was due.

(b) The Parties shall meet at a mutually satisfactory time to conduct the Step 2 grievance meeting and attempt to resolve the matter(s) at issue. This meeting shall be scheduled within fourteen (14) calendar days of the filing of the grievance at Step 2.

(c) The Union's presentation at this step shall include a report of the Step 1 meeting and the results of investigations carried out by the Union with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

8.6 Step 2 Response

(a) The Employer's response to the Step 2 grievance shall be given in writing to the Union not later than seven (7) calendar days from the date the grievance was discussed at Step 2.

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

8.7 Failure to Act

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

8.8 Time Limits to Submit to Arbitration

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

(a) Twenty-one (21) days after the Employer's decision has been received; or
(b) Twenty-one (21) days after the Employer's decision was due.

8.9 Administrative Provisions

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

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

(c) Where a facsimile is used to transmit grievances, replies and notification, the sender must forward the original documents to the Step 3 recipient by mail within three (3) business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

(d) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, (c) shall not apply and originals will be forwarded upon conclusion of the dispute.

8.10 Dismissals, Suspensions and Job Selection Grievances

(a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than twenty (20) days or suspension for just cause pending investigation, the grievance may be filed directly at Step 2 within twenty-one (21) days of the date on which the dismissal, rejection on probation, or suspension occurred, or within twenty-one (21) days of the employee receiving such notice.

(b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within twenty-one (21) days of the date on which the suspension occurred, or within twenty-one (21) days of the employee receiving such notice.

(c) A job selection grievance shall be initiated in writing at Step 2 by an affected applicant or their Job Steward not more than fourteen (14) calendar days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate excluded manager with a copy to the Union.

8.11 Deviation from Grievance Procedure

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

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

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

8.12 Policy Grievance

(a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the appropriate Employer or Union representative as the case may be, within thirty (30) days of the occurrence.

(b) Where no satisfactory resolution is reached, policy grievances shall be filed directly at Step 2 within thirty (30) calendar days of the occurrence giving rise to the grievance.

(c) Where no satisfactory agreement is reached at Step 2, either party may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

(d) It is understood that a policy grievance cannot be used to provide a remedy for an individual or group grievance.

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

8.13 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.14 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this Article, other than Policy Grievances, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by the arbitrator.

8.15 Amending Time Limits

It is the intent of the Parties to ensure that all grievances are addressed in a timely manner.

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

ARTICLE 9 - ARBITRATION

9.1 Notification

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 (Grievances), notify the other party within twenty-one (21) days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) Unless otherwise agreed by the Parties, all grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the

Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration.

(c) Each Party shall pay one-half (½) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.

9.2 Decision of the Arbitrator

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

9.3 Amending Time Limits

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

9.4 Expedited Arbitration

(a) For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed as a grievance, subject to (b) below, in accordance with the provisions of the grievance procedure contained in this Agreement.

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

(1) dismissals;
(2) rejection on probation;
(3) suspensions in excess of twenty (20) work days;
(4) policy grievances;
(5) grievances requiring substantial interpretation of a provision of the Agreement;
(6) grievances requiring presentation of extrinsic evidence;
(7) grievances where a party intends to raise a preliminary objection;
(8) demotions.

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

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

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

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

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.1(b).

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

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

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

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

(1) A brief of pertinent documents will be jointly presented to the arbitrator.

(2) To the extent that authorities are permitted, they shall be presented in a joint brief.

(3) If possible, a statement of agreed facts will be jointly presented to the arbitrator.

(4) Responses to opening statements will cover any facts which are in dispute and any additional facts available.

(5) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.

(6) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.

(7) Arguments will be presented only to the points in issue.

(l) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.

(m) Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Dismissal

The CEO, or his designate, may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

The CEO, or his designate, may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

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

10.5 Right to Grieve Other Disciplinary Action

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

(1) written censures;
(2) letters of reprimand;

(3) adverse reports; or
(4) adverse employee appraisals.

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

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

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

10.6 Employee Appraisal Forms

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

(b) The appraisal form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

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

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

10.7 Personnel File

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

10.8 Right to Have Steward Present

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

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

10.9 Rejection During Probation

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

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8 - Grievances, grieve the decision within thirty (30) days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Article 9.

10.10 Abandonment of Position

An employee who fails to report for duty for ten (10) consecutive work days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this Agreement:

(a) Service seniority shall mean the length of continuous service as a regular employee with the Employer. Where an auxiliary employee becomes a regular employee, their auxiliary seniority, pursuant to Clause 31.3, shall be converted to regular seniority. A part time employee will receive prorated credit for each year's service based on the number of hours worked.

(b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to their present classification with the status of a regular employee.

(c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which they are demoted included in their classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clause 12.7 or is demoted through no fault of their own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which they are demoted, together with all time spent in any higher classification within the same classification series or related series.

11.2 Seniority List

A current service seniority list for regular employees as of December 31st will be provided by the Employer to the President of the Union on or before March 31st of the following year.

11.3 Loss of Seniority

(a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21 - Pregnancy, Parental and Adoption Leave, shall not accrue seniority for leave periods over thirty (30) calendar days.

(b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what he/she would have earned had they not been absent and had been able to work.

(c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification.

(d) An employee shall lose their seniority in the event that:

(1) they are discharged for just cause;

(2) subject to Clause 11.4, they voluntarily terminate their employment or abandon their position;

(3) their employment is terminated pursuant to other clauses in this Agreement.

11.4 Re-employment

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

11.5 Bridging of Service

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

(a) the employee must have been a regular employee with at least two years of service seniority at time of termination;

(b) the resignation must indicate the reason for termination;

(c) the break in service shall be for no longer than six (6)years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with this Employer as an auxiliary;

(d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

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

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Postings

(a) Employees who have a desire to be promoted shall notify the Employer in writing on the appropriate form. It is understood that such notification is strictly an expression of interest and does not guarantee nor entitle an employee to a benefit or advantage in the selection process.

(b) Vacancies of a regular nature that are to be filled for positions in the bargaining unit shall be posted within thirty (30) days.

(c) Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established it shall be stated on the posting. Eligibility lists shall be in effect for a maximum of six (6) months from the establishment of the list. The effective period of the eligibility list

may be extended up to an additional six (6) months by the CEO with the agreement of the President of the Union. Such agreement shall not be unreasonably withheld.

(d) Notices shall be posted at least fourteen (14) days prior to the closing date of the competition, except as provided for in Clause 12.7 and Article 13 - Layoff and Recall.

(e) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

(f) Subject to Section 6 of the *Human Rights Act of British Columbia*, all job postings shall state: "*This position is open to both male and female applicants.*"

(g) Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.

12.2 Union Observer

The President of the Union or their designate may sit as an observer on a selection panel, including panel deliberations following selection tests, for positions in Bargaining Unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

12.3 Selection Procedures

(a) Appointments for Terminal Attendants, Deck Hands and Clerical staff will be made on the basis of service seniority and having an acceptable appraisal as per Article 10.6.

All other appointments will be based on applying the principle of merit. The matters to be considered in determining merit shall, having regard to the nature of the duties to be performed, include the applicant's education, skills, knowledge, experience, past work performance and years of continuous service with the Employer or its predecessor organization for the operation of Albion Ferry.

(b) The initial assessment of applicants shall be process which appraises the knowledge, skills and abilities of eligible applicants. The weighting of these factors shall be consistently applied within job types within a classification. If the highest rated qualified applicant has the most years of continuous service, this applicant shall be appointed.

(c) If the highest rated qualified applicant has exceeded the designated minimum threshold rating required by the Employer, and is not the applicant with the most years of continuous service the selection panel will apply seniority in accordance with the following:

All candidates who have exceeded the designated minimum threshold rating required by the Employer, shall receive point five percent (0.5%) of the possible total marks in the competition for each year of service seniority, or major part thereof, to a maximum of ten percent (10%). These marks shall be added to the candidate's total rating. The candidate with the highest total rating, consisting of their initial assessment and seniority credit, shall be appointed.

In all cases, the Employer retains the right to make the final selection subject to 12.5 below.

(d) Where an eligibility list has been established pursuant to Clause 12.1(b) - Postings, qualified candidates who are relatively equal to the highest ranked successful candidate shall be placed on the eligibility list in order of their years of continuous service. Other qualified candidates shall be placed on the list in order of their respective point scores.

12.4 Notification

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

(b) If the successful applicant is out of service, upon request, an unsuccessful in-service applicant will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

12.5 Appeal Procedure

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

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

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

12.6 Interview Expenses

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

12.7 Transfers Without Posting

(a) Lateral transfers or voluntary demotions may be granted, without posting for:

(1) compassionate or medical grounds to regular employees who have completed their probationary period;

(2) all employees who have become incapacitated by industrial injury or industrial illness.

(3) movement within classification based on seniority upon vacancy (regular employees only).

Specific instances will be referred to the Joint Committee for resolution prior to any movement.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Pre-layoff Canvass

(a) Prior to the layoff of regular employee(s) under Clauses 13.3 and 13.4, or 13.5, the Employer shall canvass any employee or group of employees to invite:

(1) placement into a vacant regular position;
(2) resignation with severance as provided for in Clause 13.10; or
(3) where eligible, early retirement as provided for in Clause 13.9.

The Employer will advise the Union and employees of the number of individuals and classifications likely to be affected by a prospective layoff. The Employer shall advise the Union of the results of the pre-layoff canvass.

(b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

(c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

13.2 Notice of Layoff

(a) The Employer shall notify regular employees with three (3) or more years of service seniority, in writing, who are to be laid off, six (6) weeks prior to the effective date of layoff. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work six (6) full weeks after notice of layoff, they shall be paid in lieu of work for that part of six (6) full weeks during which work was not made available.

(b) The Employer shall notify regular employees with less than three (3) years service seniority, in writing, who are to be laid off, twenty (20) work days prior to the effective date of layoff. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, they shall be paid in lieu of work for that part of twenty (20) days during which work was not made available.

13.3 Layoff – Deck Seniority Block

(a) For the purpose of layoff and recall, employees shall be placed into seniority groups within their classifications as follows:

(1) employees with ten (10) or more years of classification seniority will be placed into Seniority Group 3 within their respective classifications;

(2) employees with more than five (5) but less than ten (10) years of classification seniority will be placed into Seniority Group 2 within their respective classifications; and

(3) employees with five (5) years or less of classification seniority will be placed into Seniority Group 1 within their respective classifications.

Example:

Employee	Service Seniority	Classification Seniority	Seniority Group
Mate A	21	15	3
Mate B	10	8	2
Mate C	20	2	1
Mate D	4	1	1

For the purpose of layoff and recall, the most junior employee above is Mate D followed by Mates C, B, and A in that order.

(b) Layoff of regular employees within the Deck Seniority Block shall be in reverse order of service seniority within the lowest seniority group in the classification affected.

13.4 Layoff Options – Deck Seniority Block

The employee subject to layoff may choose an option outlined in (a), (b), (c), (d) or (e) below:

(a) opt to bump/displace into a lower pay classification within the Deck Seniority Block, provided that the employee subject to layoff has the qualifications to meet the requirements of the job in question.

(1) An employee is required to immediately indicate if it is their intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section.

(2) Should an employee wish to displace/bump, the Employer will identify the employee with the least service seniority in the lowest seniority group within the affected classification.

(3) Notwithstanding 13.3 (a) above, the employee opting to bump/displace into a lower classification will be placed into Group 3 of that classification according to their service seniority; or

(b) choose option pursuant to Clause 13.6; or

(c) choose option pursuant to Clause 13.7; or

(d) choose option pursuant to Clause 13.9; or

(e) choose option pursuant to Clause 13.10.

(f) An employee shall not utilize the displacement/bumping options to obtain a promotion.

(g) An employee subject to layoff who is unable to bump/displace another regular employee within the Deck Seniority Block may choose an option pursuant to Clauses 13.6, 13.7, 13.9, and 13.10.

13.5 Layoff – Engine, Shore and Office Seniority Blocks

In the event of a layoff within these Seniority blocks, the employee with the least service seniority will be laid off. The employee subject to layoff may then choose an option pursuant to Clauses 13.6, 13.7, 13.9, and 13.10.

13.6 Bumping / Displacement - Auxiliary Board

(a) Upon layoff, a regular employee will have the option of displacing the most senior auxiliary employee within the same seniority block and going onto the auxiliary recall list of the seniority block.

(b) A regular employee who chooses to go onto the auxiliary recall list pursuant to this section, shall retain their regular status unless he/she fails to maintain 1200 hours worked at the straight time rate within the previous twelve (12) month period except as provided under Article 21 – Pregnancy, Adoption and Parental Leave; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Clauses 15.3 and 15.4 the vacation scheduling provisions and notice of layoff as specified in Clause 13.2.

(c) Regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

(d) In the event that an employee is not placed pursuant to any of the above options he/she shall claim early retirement or severance pay.

13.7 Recall

(a) A regular employee who is laid off, will be placed on a recall list for a period of one (1) year, for the purposes of recall to a regular position within the seniority block from which the employee has been laid off.

(b) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. Recall to available work of four (4) months or longer duration shall be considered to be "*regular*" recall under this section rather than "*auxiliary*" recall. An employee who declines an offer pursuant to this paragraph shall be deemed to have resigned but may, if eligible, claim early retirement.

(c) An employee shall not accumulate seniority while on layoff.

(d) *Job Offers*

(1) If an employee refuses one job offer in the same classification they will be deemed to have resigned, but may, if eligible, claim early retirement.

(2) An employee who fails to elect between early retirement or severance pay shall be paid severance pay as outlined in Clause 13.10.

(e) In all cases, the regular employee must possess the qualifications as determined by the Employer to perform the work available.

13.8 Retraining and Adjustment Period

If a change in qualification requirements occurs while an employee is on layoff, the Employer will provide an appropriate period of familiarization.

13.9 Early Retirement

A regular employee who is age fifty-five (55) years or older and is entitled to receive a pension under the *Pension (Public Service) Act*, as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the Superannuation Commissioner, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

13.10 Severance Pay

(a) Prior to the expiry of the Notice of Layoff, or within thirty (30) days of refusing job offers in accordance with Clause 13.7(d), a regular employee with greater seniority than three (3) years will be entitled to resign with severance pay based upon three (3) weeks current salary for each year of service or major part thereof. Employees with seniority less than three (3) years will be entitled to resign with severance pay based on one (1) week current salary for each year of service or major part thereof.

(b) The employee will not receive an amount greater than twelve (12) months current salary. If the employee's severance entitlement is the result of voluntary resignation pursuant to Clause 13.1, the maximum amount will be six (6) months current salary.

(c) Subject to Clause 13.7(d), employees shall remain at work and on pay provided the employee:

(1) has co-operated in the placement process; and
(2) has opted for displacement.

(d) The above provisions do not apply to employees who receive a layoff notice resulting from a seasonal reduction in the amount of work required to be done by the Employer.

13.11 Joint Committee

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

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

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

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

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

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work - Office

(a) *Standard Hours*

(1) Except as otherwise provided, the standard work week shall consist of five (5) consecutive days from Monday to Friday, inclusive.

(2) Except as otherwise provided, the work day shall be seven (7) hours in duration exclusive of meal period, and these hours shall be scheduled between 8:00 am and 5:00 pm.

(3) The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827, which is equivalent to an average of thirty-five (35) hours per week.

(b) *Meal Periods*

(1) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be agreed to and shall not be less than thirty (30) minutes nor more than sixty (60) minutes.

(2) An employee shall be entitled to take their meal period away from the work station.

(c) *Clean Up Time*

Employees shall be allowed reasonable time during the work day or shift for clean up purposes.

14.2 Hours of Work - Operations

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

14.3 Work Schedules

(a) Agreement shall establish shift patterns, length of scheduled work days and, where appropriate, averaging periods to meet the annual hours of work.

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

(c) Work schedules shall be on a twelve (12) month basis.

(d) The length of the scheduled shift and the shift pattern may vary within the year to meet operational requirements.

(e) In the event that a new permanent shift pattern is established, the shifts will be offered by seniority within the classification;

(f) The Employer's designate and the Union Steward will establish work schedules based upon the shift patterns and hours of work clauses in this Agreement, including the following:

> (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
>
> (2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative;
>
> (3) the parties shall have fourteen (14) days, from the date notice is given to reach agreement on work schedules. if the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an Hours of Work Umpire on the appropriate form.

(g) The Employer and the Union shall agree on a list of persons designated as "*Hours of Work Umpires*" who shall resolve hours of work disputes in accordance with the provisions of this Agreement.

(h) (1) The Umpire shall have fourteen (14) days, which may be extended by mutual agreement of the principals by a further seven (7) days, in which to bring in a decision.

> (2) The Umpire shall base their decision on work schedule information in this Agreement and the criteria to be applied in this section. The Umpire may consider a work schedule proposed by either party, however only work schedules which are consistent with this Agreement may be considered.
>
> (3) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
>
> (4) In coming to a decision, the Umpire shall abide by the following rules:
>
> > (i) the decision must not be retroactive;
> >
> > (ii) the hours of work schedule awarded shall not contain scheduled overtime;
> >
> > (iii) the decision must not interpret this Collective Agreements except for the provisions of Clauses 14.3(e)(4) and 14.3(f).

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

> (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
>
> (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;
>
> (3) consideration shall also be given to employee preferences, fairness and equity.

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

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

(k) Either party may grieve an Hours of Work Umpire decision made pursuant to Clause 14.3 on the grounds that the award contravenes the requirements of Clause 14.3(g) or Clause 14.3(h). The grievance may be filed to a mutually agreed upon Hours of Work Arbitrator within fourteen (14) days of the receipt of the Umpire's award. The Hours of Work Arbitrator shall render a decision within fourteen (14) days of the conclusion of the hearing.

14.4 Conversion of Hours

(a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be seven (7) hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17 - Paid Holidays, the time off granted will be seven hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled work day exceeds seven hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.3.

14.5 Rest Periods

All employees shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.6 Stand-by Provisions

(a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one hour's pay for each three hours standing by. An employee designated for stand-by shall be immediately available for duty during the period of stand-by at a known telephone number. No stand-by payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.

(b) Regular employees on stand-by in a relief operation, such as a staffing pool, shall be compensated one day's basic pay for twelve (12) hours standing by. Where the time spent on stand-by is followed by a full shift being worked, employees shall be compensated at the straight-time rate in the proportion of

one hour's pay for each four hours of standing by in addition to their normal day's pay with a minimum of one (1) hours stand-by.

(c) Employees required to stand by under (a) above will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

14.7 Meal Periods

(a) No meal period will be scheduled in the first two (2) hours or the last two (2) hours of a workday unless by mutual agreement.

(b) Where employees are required to remain on the vessel or at the terminal during the meal period, the meal period shall be included in the scheduled shift.

14.8 Flextime

(a) For the purpose of this Agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

(1) choose their starting and finishing times; and

(2) choose their length of work day within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period.

(b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

14.9 Split Shifts

There shall be no split shifts.

14.10 Start Time

Start time shall be defined as being that time which an employee is required to report for work.

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts*:

(1) *Day Shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;

(2) *Afternoon Shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;

(3) *Night Shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) *Shift Premium* (full-time employees):

Shift	Year 1 (April 1, 2004)	Year 2 (April 1, 2005)
Afternoon	$1.15	$1.15
Night	$1.30	$1.35

15.2 Shift Premium Entitlement

(a) Employees working an afternoon or night shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.

(b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

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

15.3 Notice of Work Schedules

(a) Work schedules for regular employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

(b) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without forty-eight (48) hours advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of eighty-five cents (85¢) per hour in addition to their regular pay, for work performed on the first shift to which they changed.

(c) In the event that an employee's work schedule or shift is changed without five (5) days advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, except that if the change results from no fault of the Employer they shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

15.4 Short Changeover Premium

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

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

15.5 Exchange of Shifts

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

15.6 Shortfall of Annual Working Hours

There shall be no pay back for shortfall of annual working hours in the shift systems.

ARTICLE 16 - OVERTIME

16.1 Definitions

(a) "*Overtime*" - means work performed by a full-time employee in excess or outside of their regularly scheduled hours of work.

(b) "*Straight-time rate*" - means the hourly rate of remuneration.

(c) "*Time and one-half*" - means one and one-half (1½x)times the straight-time rate.

(d) "*Double time"* - means twice (2x) the straight-time rate.

(e) *"Double time and one-half*" - means two and one-half times (2½x) the straight-time rate.

16.2 Authorization and Application of Overtime

(a) An employee who is required to work overtime shall be entitled to overtime compensation when:

(1) the overtime worked is authorized in advance by the Employer and/or Employer designate; and

(2) the employee does not control the duration of the overtime worked.

16.3 Overtime Entitlement

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

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

(b) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

(a) Overtime work shall be allocated equitably to qualified employees considering availability. Except in case of emergencies, overtime shall be allocated on an equitable basis to employees within the appropriate classification. Accordingly, no employee in another classification shall be called out on overtime until all employees in the appropriate classification have had the opportunity to refuse the overtime.

The accumulation of overtime opportunities will be recognized on a calendar year basis from January 1st to December 31st.

In the new calendar year the employee(s) with the least number of overtime opportunities in the previous year will be offered an opportunity to work overtime first.

(b) For the purposes of (a) above two (2) phone calls within a fifteen (15) minute period shall constitute a reasonable effort by the Employer.

(c) For the purpose of this clause, an effort by the Employer to contact an employee and subsequent acceptance for a shift in excess of three (3) hours shall constitute an opportunity to work.

(d) For the purpose of this clause, the inability of the Employer to contact an employee shall not constitute an opportunity to work. A refusal to work overtime due to a prescheduled medical or dental appointment shall not constitute an opportunity to work.

(e) New hires shall be credited with the same number of overtime opportunities as the employee with the most number of overtime opportunities within the classification.

(f) Notwithstanding the foregoing, overtime abutting a shift shall be offered to the employee working the shift to which the overtime abuts.

16.6 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

(1) time and one-half (1½x) for the first two (2) hours of overtime on a regularly scheduled work day; and

(2) double time (2x) for hours worked in excess of the two (2) hours referred to in (1) above;

(3) double time (2x) for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(b) An employee who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive their regular days pay, and shall receive additional compensation at the rate of double time (2x) for all hours worked; except for Christmas and New Years when the additional compensation shall be at the rate of double time and one-half (2½x) for all hours worked.

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

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

(2) Accumulated overtime shall be paid in cash at the fiscal year-end or on such other date(s) as provided herein, or upon termination.

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

(f) Auxiliary employees may take overtime in cash or CTO. If the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee.

16.7 Compensatory Time Off

(a) Overtime compensation may be taken in cash or compensatory time off. Compensatory time off may be elected twice per calendar year and taken on the following basis:

(1) Compensatory time off taken must be not less than a complete shift pattern unless by mutual agreement.

(2) Vacation entitlement not accounted for in SSD may be added to compensatory time off and taken as per (1) above.

(3) (1) and (2) shall not exceed fifteen (15) shifts per year except by mutual agreement.

(4) Time not taken under (1) and (2) above shall be paid in cash or accounted for under Clause 18.6.

(5) Time off to be taken under (1) and (2) above may be scheduled by the Employer in the final quarter of the year if no preference has been given by the employee by that time, or the employee may opt to be paid their outstanding balance in cash.

16.8 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given.

The overtime meal allowance shall be:

Effective date of ratification:	\$14.25
Effective April 1, 2005:	\$14.50
Effective April 1, 2006:	\$14.75

(b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When an employee is not on stand-by and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice[1] to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance. Sufficient notice means one-half (½) to permit preparation of the meal normally taken to work.

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

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

16.9 No Layoff to Compensate for Overtime

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

16.10 Right to Refuse Overtime

(a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

(b) An employee on stand-by shall not have the right to refuse call-out for overtime work.

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

16.11 Overtime for Part-time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.12 Call-out Provisions

(a) *Call-out Compensation* - A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrives back upon proceeding directly to and from work.

(b) *Call-out Time Which Abuts the Succeeding Shift*:

(1) If the call-out is for three (3) hours or less, the employee will be required to work the call-out period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the call-out period and straight time rate for the regular shift;

(2) If the call-out is for longer than three (3) hours, the employee will be required to work the call-out period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that call-out exceeds three (3) hours. Compensation shall be at overtime rates for the call-out period and straight time for the regular shift without shortfall;

(3) For the purpose of (1) above it is agreed that "*call-out*" means that an employee has been called out without prior notice.

(c) *Overtime or Call-Out Which Does Not Abut the Succeeding Shift*:

(1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift;

(2) In a call-out situation where at least three(3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of call-out and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift;

(3) If the elapsed eight hour period following results in only two (2) hours or less of regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

(d) Time spent by an employee travelling to work or returning to their residence before and after call-out shall not constitute time worked but shall be compensated at the overtime rate.

(e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

(f) An auxiliary employee who is called back to work in a circumstance such that they would be entitled to overtime compensation for the time worked, shall also be entitled to the provision of (a) above.

16.13 Rest Interval After Overtime

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

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

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

17.3 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be subject to mutual agreement between the Employer and the Union at the local level.

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

17.4 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half (2½x) for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be subject to mutual agreement between the Employer and the Union at the local level.

17.5 Holiday Coinciding With a Day of Vacation

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation except for those employees under Table “A”.

17.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the sixty (60) work days preceding a paid holiday, in which case they shall receive the higher rate. For employees who work in excess of seven (7) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the four hundred and twenty (420) working hours preceding a paid holiday.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions*:

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

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

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

Vacation Years	Work Days
First to Second	15
Third	16
Fourth	17
Fifth	19
Sixth	20
Seventh	21
Eighth	22
Ninth	23
Tenth	24
Eleventh	25
Twelfth	26
Thirteenth to fifteenth	27
Sixteenth to eighteenth	28
Nineteenth	30
Twentieth	31
Twenty-first	32
Twenty-second	33
Twenty-third and twenty-fourth	34
Twenty-fifth and thereafter	35

(c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled work day is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

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

18.2 Vacation Earnings for Partial Years

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which they earn ten (10) days pay.

(2) Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final pay day of that year.

(b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12)of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Vacation Scheduling

(a) With the exception of authorized vacation carry-over under Clause 18.6, the scheduling and completion of vacations shall be on a calendar-year basis.

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.

(c) During the first six (6) months of continuous employment an employee may, subject to agreement with the Employer, take vacation leave which has been earned.

(d) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.4 Vacation Pay

Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the sixty (60) work days preceding their vacation, in which case they shall receive the higher rate.

18.5 Approved Leave of Absence With Pay During Vacation

When an employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1 and 20.5 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.6 Vacation Carry-over

(a) The accumulation of all time (including ASTO vacation not accounted for in Table A, and compensatory time off) that an employee may wish to carry over from one calendar year to the next calendar year may not exceed one hundred and five (105) hours. This time can be combined with other time off in the next calendar year and may be taken off in one-half (½) shift patterns where the shift pattern is ten (10) shifts or more. Where the shift pattern is less than ten (10) shifts, such time will be taken in a complete shift pattern.

Notwithstanding the above, employees will be entitled to take time off by single shifts provided no cost accrues to the Employer.

(b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carry-over, nor as a seniority choice for the subsequent vacation year.

(c) In order to provide the opportunity for employees to obtain additional training or education to enhance their career opportunities, the Employer agrees to permit employees to carry over an additional one hundred and five (105) hours in accumulative leave (including ASTO vacation not accounted for in Table A, and compensatory time off). Employees must identify in writing prior to year-end their desire to use this clause and provide dates of the training or education. It is understood that this carry-over is for the purpose outlined above and may not be used for any other purpose.

18.7 Call Back From Vacation

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred thereby by himself/herself, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they was recalled shall not be counted against their remaining vacation entitlement.

18.8 Vacation Leave on Retirement

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

18.9 Vacation Credits Upon Death

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

18.10 Scheduled Surplus Differential (SSD)

(a) (1) Where the length of the scheduled shift and/or shift pattern vary during the year, the scheduled Surplus Differential (SSD) shall be determined for each shift according to the shift length and shift pattern worked as set out in Table A of this Agreement.

(2) Annual scheduled time off (ASTO) shall be scheduled on an annual basis, taking into account expected annual variation in the length of scheduled shift.

(3) The length of scheduled shift used in calculating the SSD shall be the average of the scheduled day, afternoon and night shifts.

(4) The SSD shall be based on the employee’s basic and substitution pay and paid biweekly. Any necessary adjustments shall be calculated once per year with December 31 as the cut-off date.

(5) Employees on educational leave or in receipt of Short Term Illness and Injury Plan benefits for a period in excess of one (1) complete shift pattern or its equivalent shall not be entitled to SSD.

(b) Where unexpected changes in the length of the scheduled shift within the year require adjustment to be made to the ASTO entitlement, such adjustment shall be made once per year with extra credits being compensated for in cash and debits being forgiven.

(c) On the 2:1 pattern, the minimum scheduled shift shall be seven (7) hours, the maximum scheduled shift shall be nine and one-half hours. The minimum average scheduled shift shall be seven and one-half (7½) hours.

(d) Where employees are required to remain on the vessel or at the terminal during the meal period, the meal period shall be included in the scheduled shift.

(e) (1) ASTO shall be calculated and scheduled on a calendar year basis and except as provided in (2) below, scheduled on a seniority-based employee preference scheme. No employee shall exercise their seniority for more than one (1) continuous period of ASTO per year. The continuous period shall not exceed five (5) of the employees shift blocks that he/she is currently working.

(2) Where the Employer can demonstrate that the ASTO scheduled on a yearly basis does not meet the requirements of (1) above, the following scheduling system shall be utilized:

(i) Each employee shall indicate on the incomplete block time off schedule, at least eight (8) weeks prior to the start of the scheduling period, their preference.

(ii) Where more than one(1) employee of the same classification has scheduled ASTO at the same time and cannot resolve it between them, the senior employee may exercise their seniority rights.

(iii) No employee will be permitted to exercise their seniority in more than one (1) block per year and more then once in that block.

(iv) The Employer reserves the right to schedule ASTO on a reverse seniority basis where no employee chooses ASTO pursuant to this Article.

(v) No employee will be forced to take more than one-half (1/2) of their ASTO entitlement in any one (1) block.

(vi) The number of blocks will be decided by mutual agreement at the local level. There will be a minimum of two (2) blocks and a maximum of four (4) blocks.

(3) For each vessel no more than one (1) employee from each department (Deck, Engineering, etc.) shall be scheduled off at any one time other than by mutual agreement or when operational requirements permit. Every attempt will be made to accommodate the employee's ASTO choice.

(4) An employee may advise the Employer in writing once a year that they wish to take additional shift blocks of annual surplus time off. Such election shall be made before November 30. This additional time off shall be debited against the Annual Excess Days Worked (AEDW). Where this option is exercised by an employee, the SSD shall be revised on the basis of the remaining AEDW, if any.

(5) (i) Incomplete block time off schedules shall be circulated at least eight (8) weeks prior to the commencement of each scheduling period.

(ii) Completed block time off schedules shall be posted at least four (4) weeks prior to the commencement of each scheduling period.

(6) An employee who voluntarily transfers to another work location where the ASTO schedule has already been completed shall not be entitled to exercise their seniority rights with

respect to that ASTO schedule in that block. However, every effort will be made to grant ASTO at the time of the transferred employee's choice. Notwithstanding Clause 18.6 the transferred employee will be able to take all their ASTO in the calendar year.

(f) Overtime compensation may be taken in cash or compensatory time off. Compensatory time off may be elected twice per calendar year and taken on the following basis:

(1) Compensatory time off taken must be not less than a complete shift pattern unless by mutual agreement.

(2) Vacation entitlement not accounted for in SSD may be added to compensatory time off and taken as per (1) above.

(3) (1) and (2) shall not exceed fifteen (15) shifts per year except by mutual agreement.

(4) Time not taken under (1) and (2) above shall be paid in cash or accounted for under Clause 18.6.

(5) Time off to be taken under (1) and (2) above may be scheduled by the Employer in the final quarter of the year if no preference has been given by the employee by that time, or the employee may opt to be paid their outstanding balance in cash.

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with Appendix 3 - Short-Term and Long-Term Disability.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

(a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. The leave will include the date of the funeral or the date of death, with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) work days.

(b) Immediate family is defined as an employee's parent, spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

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

20.2 Special Leave

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

(1) marriage of the employee .... 3 days;

(2) attend wedding of the employee's child .... 1 day;

(3) birth or adoption of the employee's child .... 1 days;

(4) serious household or domestic emergency .... 1 day;

(5) moving household furniture and effects .... 1 day;

(6) attend their formal hearing to become a Canadian citizen .... 1 day;

(7) attend funeral as pall-bearer or mourner .... 1 day;

(8) court appearance for hearing of employee's child .... 1 day.

(9) in the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor .... 1 day per calendar year.

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

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

(d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they is maintaining a self-contained household and if they is changing their place of residence which necessitates the moving of household furniture and effects during their normal work day, and if they has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

20.3 Family Illness

(a) In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.

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

20.4 Full-time Public Duties

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

(a) for employees to seek election in a Municipal, Provincial, Federal, or First Nations election for a maximum period of ninety (90) days;

(b) for employees elected to a public office for a maximum period of five (5) years.

20.5 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

(e) For all the above leaves, the employee shall advise their supervisor as soon as they is aware that such leave is required.

20.6 Leave for Writing Examinations

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

20.7 Elections

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

20.8 Leave Without Pay

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

20.9 Leave for Medical and Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.10. *"Medical and/or dental appointments*" include only those services covered by the B.C. Medical Services Plan, the Public Service Dental Plan, the Extended Health Benefit Plan and assessment appointments with the Employee and Family Assistance Program.

20.10 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.3 and 20.09 shall not exceed a total of seventy (70) hours per calendar year, unless additional special leave is approved by the Employer.

20.11 Donor Leave

An employee shall be entitled to STIIP benefits in accordance with Appendix 3 - Short Term and Long Term Disability for the purpose of donating bone marrow or an organ.

20.12 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two (2) weeks notice is required for leave under this provision. Where two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

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

20.13 Extended Child Care Leave

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

(a) The employee's application shall be submitted to the Employer at least four (4) weeks prior to the expiration of Article 21 - Pregnancy, Adoption and Parental Leave.

(b) The combined length of leaves under this Clause and under Article 21 shall not exceed eighteen (18) months.

(c) The employee's return to work requirements of Clauses 21.4 and 21.6(b) shall be deferred until the expiration of this leave. Notification of return to work and return to work shall be subject to Clause 21.7.

(d) Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

ARTICLE 21 - PREGNANCY, ADOPTION AND PARENTAL LEAVE

21.1 Pregnancy Leave

(a) A pregnant employee who requests leave is entitled to up to seventeen (17 weeks of unpaid leave

(1) *Beginning*:

(i) no earlier than eleven (11) weeks before the expected birth date, and
(ii) no later than the actual birth date, and

(2) *Ending*:

(i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than seventeen (17) weeks after the actual birth date.

(b) An employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).

(d) A request for leave must:

(1) be given in writing to the Employer by submitting a medical certificate completed by her physician and sent to the Employer as soon as the condition is known, and

(2) be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave

(e) A request for a shorter period under subsection (a)(2)(i) must:

(1) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and

(2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(f) The period of pregnancy leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

(g) An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician commence her leave of absence immediately.

(h) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the pregnancy leave.

21.2 Pregnancy Leave Allowance

(a) An employee who qualifies for pregnancy leave pursuant to Article 21.1, shall be paid a pregnancy leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for pregnancy leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the pregnancy leave allowance will consist of:

(1) two (2) weeks at eight-five percent (85%) of the employee's basic pay;

(2) fifteen (15) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eight-five percent (85%) of the employee's basic pay.

21.3 Parental and Adoption Leave

(a) An employee who requests parental leave is entitled to:

(1) for a birth mother who takes leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under the pregnancy leave provisions unless the Employer and employee agree otherwise;

(2) for a birth mother who does not take leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;

(3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and

(4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

(b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).

(c) A request for leave must:

(1) be given in writing to the Employer,

(2) if the request is for leave under subsection (a), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and

(3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(d) An employee's combined entitlement to leave under the pregnancy leave provisions and the parental leave provisions is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under this Article.

21.4 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Article 21.3, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the Unemployment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Article 21.3(b), the parental leave allowance will consist of a maximum of ten weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and seventy-five percent (75%) of the employee's basic pay.

21.5 Extension of Leaves

Employees who are entitled to leave pursuant to Articles 21.1 and 21.3 shall be entitled to an extended leave of up to an additional six months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken pursuant to Article 21.1 or 21.3.

21.6 Benefits Continuation

(a) For leaves taken pursuant to Articles 21.1, 21.3, and 21.5 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 21.7 or fail to remain in the employ of the Employer for at least six (6) months after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

21.7 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 21.1, 21.3 or 21.5 commenced unless he/she advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 21 or Clause 20.13 or if he/she does not return to work after having given such advice.

21.8 Entitlements Upon Return to Work

(a) Notwithstanding Articles 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 21.1 or 21.3 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.6.

(b) An employee who returns to work after the expiration of pregnancy or parental leave, or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(c) On return from pregnancy or parental leave, or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(d) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on pregnancy or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent pregnancy or parental leave.

21.9 Maternity and/or Parental Leave Allowance Repayment

To be entitled to the pregnancy and/or parental leave allowances pursuant to Article 21.2 and/or 21.4, an employee must sign an agreement that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work.

Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months, the employee shall reimburse the Employer for the pregnancy and/or parental leave allowance received under Articles 21.2 and/or 21.4 above on a pro rata basis.

21.10 Benefits Upon Layoff

Regular employees who have completed three (3) months of service and are receiving an allowance pursuant to Clause 21.2 or 21.4 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

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

22.2 Joint Occupational Health and Safety Committee

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

(a) Union representatives shall be employees at the work place appointed by the Union, and Employer representatives shall be appointed by the Employer.

(b) The Committees will function in accordance with the regulations made pursuant to the Workers' Compensation Act, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.

(c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting, job site inspection or accident investigation in accordance with WCB Regulations.

(d) Committee meetings and other committee business shall be scheduled by mutual agreement. Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight time.

22.3 Unsafe Work Conditions

The Parties agree that the refusal to work is a very serious matter. As per WCB Occupational Health and Safety Regulation 3.12, where the employee reasonably believes that he/she would be placed at an undue significant and/or immediate risk to personal health or safety, the employee shall not be disciplined for refusal to work, provided he/she has acted in compliance with the Workers' Compensation Board Occupational Health and Safety Regulations.

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

(a) a member of the Local Occupational Health and Safety Committee, or
(b) a person designated by a Safety Committee, or

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

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

22.4 Investigation of Accidents

(a) In the event of a major accident or serious incident, the Employer shall immediately notify the President of the Union, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

(b) Reports shall be submitted on an accident investigation form which may be amended by mutual agreement and copies sent to:

(1) Workers' Compensation Board
(2) Occupational Health and Safety Committee
(3) Employer Designate(s)
(4) BCGEU Designate(s)

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

22.5 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold:

Level Required	
Level 3	$51.00 biweekly $110.50 monthly
Level 2	$39.00 biweekly $84.50 monthly

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

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

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

(d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d) (1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

(i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or

(ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.1.

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a Certificate.

22.6 Injury Pay Provision

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

22.7 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

22.8 Video Display Terminals

(a) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two (1) additional ten minute rest breaks per work day to be scheduled by agreement at the local level.

(2) Employees required to continuously operate VDTs for three and one-half (3½) consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one (1) ten (10) minute period. Where alternate work duties are not available, employees shall receive a ten (10)-minute rest break

(b) When employees are required to monitor video display terminals which use cathode ray tubes, then:

(1) Pregnant employees shall have the following options:

(i) not to continue monitoring video display terminals; or

(ii) not working in the area of one meter of video display terminals which use cathode ray tubes; or

(iii) to work at a shielded video display terminal should one be present in the worksite.

(2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices of her ministry within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.

(3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for pregnancy leave.

(c) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

(d) The Employer shall ensure that new equipment shall:

(1) have adjustable keyboards and screens;

(2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the B.C. Workers' Compensation Board or the Provincial Ministry of Health.

(e) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*" or more stringent standards if adopted by the Workers' Compensation Board.

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

The Occupational Health and Safety Committee shall review and make recommendations to ensure that the standards in (e) above and the lighting and other standards recommended by the Workers' Compensation Board publication "*Working with Video Display Terminals*", or a replacement publication or standard adopted by the Workers' Compensation Board, are being met.

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

22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

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

22.10 Communicable Diseases

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

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

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

(2) post-exposure protocols;

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

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

(d) Where a communicable disease policy is established the local occupational health and safety committee or union designated safety representative shall be consulted regarding the worksite specific application of the policy.

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

22.11 Workplace Violence

(a) It is recognized that employees may be at risk of physical violence or verbal abuse from the public.

(b) Where such potential exists:

(1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;

(2) applicable physical and procedural measures to protect employees shall be implemented.

(c) The local occupational health and safety committee or Union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.

(d) The Joint Occupational Health and Safety Committee shall jointly develop a new or approve an existing training package on risk assessment.

(e) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care or custody, or another member of the public, subject to statutory limitation.

(f) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

22.12 Pollution Control

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

22.13 Training Program for Occ. Health & Safety Committee Members

(a) Training of Joint Occupational Health and Safety Committee members will be undertaken using the training program developed by the BCGEU. Amendments of course material when required shall be by mutual agreement only.

(b) The program will provide two (2) days training for all OH&S Committee members and designated safety representatives pursuant to Clause 22.5(d)(2) within six (6) months of appointment. The Joint Occupational Health and Safety Committee will determine the priority areas for scheduling of training.

(c) The program shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.

(d) The training shall be carried out jointly by teams of qualified Union and Employer representatives, and will utilize various other appropriate instructional formats as may be agreed. Instructors shall receive appropriate training, as agreed to by the parties, in occupational health and safety and instructional techniques.

(e) Union instructors shall be selected by the Union.

(f) Union instructors, safety committee members and designated safety representatives attending or delivering the training including necessary travel time will be on leave of absence without loss of basic pay and shall be reimbursed for expenses by the Employer.

22.14 Skin Protection From Ultra Violet Radiation

The Occupational Health and Safety Committee will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an

appropriate broad-spectrum sunscreen. The Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

22.15 Employee Safety Travelling To and From Work

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

22.16 Strain Injury Prevention

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

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

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

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

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

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1

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

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

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

23.2

(a) For the purpose of technological change as interpreted in Section 54 of the *Labour Relations Code of British Columbia*, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.

(b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Committee shall meet to consult on the impact of the proposed change.

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

(1) the nature of the change(s);

(2) the anticipated date(s) on which the Employer plans to effect change(s);

(3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.

(d) Where notice of technological change has been given pursuant to Clause 23.2(a):

(1) Employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered the options of Article 13 - Layoff and Recall, or Article 31 – Auxiliary Employees, as appropriate.

(2) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 – Layoff and Recall or Article 31 – Auxiliary Employees, as appropriate.

23.3

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

The Parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology and the parties agree to meet to exchange information with respect to such changes at the request of either party.

ARTICLE 24 - CONTRACTING OUT

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

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the Public Service Medical Plan, for which the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium.

25.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.

25.3 Dental Plan

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

(1) Part A – one hundred percent (100%) percent coverage;
(2) Part B – sixty-five percent (65%) coverage;
(3) Part C – fifty-five percent (55%) coverage.

(b) Effective April 1, 2001, orthodontic services are subject to a lifetime maximum payment of three thousand five hundred dollars ($3,500) per patient.

25.4 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of eighty thousand dollars ($80,000).

The Employer shall pay one hundred percent (100%) percent of the premium on the base eighty thousand dollars ($80,000) and the employee shall pay the premium for any insurance over the base minimum.

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

(c) The group life plan shall include the following provisions for accidental dismemberment:

(1) loss of both hands or feet ....the principal sum;
(2) loss of sight of both eyes ....the principal sum;
(3) loss of one hand and one foot ....the principal sum;
(4) loss of one hand or one foot and sight of one eye ....the principal sum;
(5) loss of one hand or one foot ....½ of the principal sum;
(6) loss of sight of one eye ....½ of the principal sum.

(d) The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in 25.11 - Advance Payment of Group Life Benefits.

25.5 Employment Insurance

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

25.6 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 3, Section 1.4.

25.7 Legislative Changes

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

25.8 Employee and Family Assistance Program

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

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

(c) The Joint Committee shall develop an awareness package that can be incorporated into existing Supervisor and Union training programs.

25.9 Health and Welfare Plans

(a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

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

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

25.10 Designation of Spouse

Where an employee has designated a common-law spouse for benefit coverage under this Agreement and the employee wishes to designate another common-law spouse, a period of twelve (12) months must elapse before the newly designated common-law spouse (and eligible dependent(s), if any) are entitled to benefit coverage.

25.11 Advance Payment of Group Life Benefits

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 25.4 are as follows:

(a) Death must be "*expected*" within twelve (12) months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.

(b) Requests for advance payments must be in writing and should be accompanied by evidence of financial need.

(c) Authorization from the Employer must be submitted with the employee's request.

(d) The amount of the payment will be fifty percent (50%) percent of the life insurance coverage, subject to a maximum of forty thousand dollars ($40,000).

(e) A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgments will require special releases.

ARTICLE 26 - WORK CLOTHING

26.1 Uniforms and Protective Clothing

(a) The Employer shall provide all wearing and/or protective clothing as listed in Appendix 2. These clothing items shall be required to be worn at all times when at work and may be worn to and from work, but shall not be worn at any other times or in any public place unless so instructed by the

Employer. It is recognized by the Parties that identification of employees to the public is the principal reason for the clothing issue.

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

26.2 Laundering and Drycleaning

A biweekly allowance of eight dollars and fifty cents ($8.50) will be paid to all marine services employees who receive uniforms.

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

Employees issued with work uniforms only will receive the full allowance. Where an employee is issued work uniforms as well as dress uniforms they will receive one-half (½) of the allowance. The Employer will be responsible for the dry cleaning of the dress uniforms.

26.3 Clothing Issue

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

(b) Except for made to measure items, the first clothing issue shall be made pursuant to Appendix 2 within one month of the employee's appointment. Made to measure items will be supplied within two months of the request being received by the clothing officer.

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

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

(3) Replacement of an unserviceable clothing item will be made upon presentation of the item to the Clothing Officer and provision of a reasonable explanation that its replacement has not been occasioned through negligence of the employee. Clothing items being replaced shall be marked and have removed there from all Employer insignia, after which the clothing items shall be returned to the employee.

(d) (1) A clothing supply depot shall be established.

(2) An emergency supply of clothing shall be established and maintained at each ferry route.

(3) Whenever possible standardized forms shall be developed and utilized for purposes of clothing measurements.

(e) (1) Upon termination of their employment, auxiliary employees shall return all clothing items issued pursuant to Appendix 2.

(2) With the exception of retiring employees, upon termination of their employment all regular employees shall:

(i) Return to the Clothing Officer all clothing items issued pursuant to Appendix 2 within the twelve (12)-month period prior to their termination.

(ii) Present to the Clothing Officer all other clothing items issued pursuant to Appendix 2 for purposes of marking and removal of Employer insignia, after which the clothing items shall be returned to the employee.

26.4 Union Label

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

26.5 Purchase of Work Clothing

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

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

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

(a) is manufactured in B.C.; or

(b) creates new jobs in B.C. at the provincial-industry standard rate of pay, the Union will consider the requirements of this Clause have been met.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Paydays

(a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their pay no later than four (4) weeks after they commence employment. Terminating employees will receive their final pay within eight (8) days of the end of their final pay period.

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

(c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate pay day. Employee participation shall be compulsory.

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

27.2 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Clause 27.5.

(b) The distribution of paycheques shall be done in such a manner that the details of the pay cheque shall be confidential.

(c) Rates of pay shall be increased as follows:

(1) Effective 12:01 a.m., April 1, 2004, all classifications increase by 2.5%..
(2) Effective 12:01 a.m., March 31, 2005, all classifications increase by 2.75%.
(3) Effective 12:01 a.m., March 31, 2006, all classifications increase by 2.5%.
(4) Effective 12:01 a.m., March 31, 2007, all classifications increase by the greater of:

(i) Two and one-half percent (2.5%) or

(ii) Two and one-half percent (2.5%) plus the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds two and one-half percent (2½%) for the twelve (12) month period ending on 2007 February 28. The calculation will be made by comparing the difference of the CPI value for February 2007 over February 2006. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding.

(d) The rates of pay are recorded in Appendix 1 – Classifications and Rates of Pay.

27.3 Rate of Pay on Reclassification or Promotion

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

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

27.4 Pay on Temporary Assignment

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

27.5 Salary Protection and Downward Reclassification of Position

(a) Effective June 21, 1986 an employee shall not have their salary reduced by reason of:

(1) a change in the classification of their position; or
(2) placement into another position with a lower maximum salary,

that is caused other than by the employee.

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

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

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

(b) Such changes in classifications or placements made pursuant to Article 13 - Layoff and Recall and/or Clause 29.4(b) are covered by (a) above.

27.6 Vehicle Allowance

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

Allowance	$0.44/km

27.7 Meal Allowance

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

27.8 Retirement Allowance and Pre-Retirement Leave

Upon retirement from service, an employee who has completed twenty (20) years of service with the Employer, and who under the provisions of the *Pension (Public Service) Act* is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to their salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

27.9 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one (1) five-(5)-minute telephone call home, to or within British Columbia, for each night away.

27.10 Salary Rate on Demotion

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

27.11 Hourly, Daily and Partial Month Calculations

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

$$\frac{\text{Annual Salary}}{26.0892857} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary x 12 mos.}}{26.0892857} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{26.0892857} = \text{Hourly Rate}$$

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

$$\frac{\textit{Biweekly Rate x 26.0892857}}{12} = \textit{Biweekly Salary}$$

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

$$\textit{Salary} = \frac{\textit{Hrs. worked plus paid holidays x biweekly salary}}{\textit{Hrs. scheduled plus paid holiday (paid holiday = 7 hrs)}}$$

When an article in this Agreement has a reference to payments at the *"end of the month following the month"* in which an event occurs, payment will be "*at the end of the second pay period following the pay period*" in which the event occurs.

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

27.12 Child Care Expenses

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

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

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

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

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

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

27.13 Lodging Allowance

Employees on travel status who stay in non-commercial lodging shall be entitled to claim thirty dollars ($30) per day except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

28.1 Wage Rates

The Parties shall negotiate appropriate wage rates for all positions.

28.2 Job Descriptions

(a) All positions shall have a job description.

(b) An employee shall receive a copy of their job description.

(c) The Employer shall notify the incumbent in a position and the Union in writing of any changes, additions or deletions to the job description.

28.3 No Other Duties

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

28.4 No Painting

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

28.5 Certificate Requirements

(a) It is agreed that certificates lesser than those shown on the existing job specifications will not be utilized except for relief purposes or whenever no suitable applicants with higher certificates are available for regular appointments.

(b) Where no suitable applicants are available, appointment will not be made recognizing a lesser certificate without prior consultation with the Union.

28.6 New or Substantially Altered Classifications

(a) When a new classification is introduced, or when a classification covered by this Agreement becomes substantially altered, the rate of pay shall be subject to negotiations between the Employer and the Union.

(b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.

(c) The Union may then refer the matter within thirty (30) days to an arbitrator agreed by the parties who shall determine the new rate of pay.

(d) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the arbitrator but, in any event, not earlier than the date of implementation.

ARTICLE 29 - JOINT COMMITTEE

29.1 Establishment of Joint Committee

There shall be established a Joint Committee composed of members equal in number, represented by the Employer and the Union to meet at the request of either party. The minimum size of this Committee shall be two (2) Union representatives and two (2) senior Employer representatives, and the maximum size shall be four (4) Union representatives and four Employer representatives. This Committee may call

upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such Committees.

29.2 Meetings of Committee

The Joint Committee shall meet at least once every ninety (90) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee. Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight time.

29.3 Chairperson of Committee

An Employer representative and a Union representative shall alternate in presiding over meetings.

29.4 Responsibilities of Committee

(a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. Notwithstanding the above, where the Parties mutually agree, the Committee may discuss issues which are considered to be the underlying causes of grievances or which affect working conditions. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(b) In the event of any substantial re-organization which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.

(c) The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters:

(1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties, including but not limited to clothing, education, technological change and hours of work.

(2) correcting conditions causing grievances and misunderstanding;

(3) reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs;

(4) to discuss and make recommendations to the Principals regarding rehabilitation opportunities for FRMT employees incapacitated from their own occupation as the result of illness or injury.

ARTICLE 30 - PROBATION

(a) A newly hired employee shall be considered probationary until: he or she has worked the equivalent of one-half (50%) of the straight time hours of a complete work year as defined in Article 14; or until twelve (12) calendar months have elapsed, whichever comes first.

The CEO, or his designate, may reject an employee during the probationary period pursuant to Article 10.9.

(b) Existing employees appointed to another position shall be considered on probation in the new position for a period up to one-half (50%) of the straight time hours of a complete work year as defined in Article 14.

Existing employees serving a probationary period who are rejected will be returned to their former position. It is understood that in order to administer this clause vacancies created as the result of internal appointments shall be filled on a temporary basis for the duration of the probationary period.

(c) The Parties will discuss and agree to the length of an extension of the probationary period for an employee who is not progressing satisfactorily and who, in the opinion of the Employer, has the potential to be successful in the job. The purpose of the extension is to allow further training and/or other remedial assistance that may be necessary to ensure satisfactory completion of the probation and to provide the Employer with a further opportunity to assess the employee's potential.

(d) Absence from work during the probationary period exceeding ten (10) work days in total will not be included in the calculation of the duration of the probationary period.

ARTICLE 31 - AUXILIARY EMPLOYEES

31.1 Auxiliary Employees

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

(b) For the purposes of Clauses 31.8, 31.10, 31.12 and 31.13, hours worked shall include:

(1) hours worked at the straight-time rate;

(2) hours compensated in accordance with Clause 31.12;

(3) hours that a seniority rated auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Employer to a maximum of two hundred and ten (210) hours of missed work opportunity within eight (8) calendar weeks from the beginning of the claim;

(4) annual vacation pursuant to Clause 31.13;

(5) compensatory time off provided the employee has worked 1827 hours in thirty-three (33) pay periods;

(6) missed work opportunities during leaves pursuant to Clause 2.10(a), except that during the first fifteen (15) months of employment such credit shall be limited to one hundred and five (105) hours;

(7) leaves pursuant to Clause 2.10(b).

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

(c) For the purpose of Clauses 31.8, 31.10, 31.12, and 31.13, hours beyond the two hundred and ten (210) hours in (b)(3) above, that an auxiliary employee cannot work because they are on a recognized WCB claim arising from their employment with the Employer are not added to the 1827 or 1200 hours nor are the days charged against the fifteen (15) or twelve (12) months.

31.2 Hours of Work - Operations

(a) Auxiliary employees will work shifts as required within the month. The shift worked will be the same number of hours as taken off by the employee requiring shift coverage.

Shifts available shall be offered to the most senior available auxiliary employee within the classification requiring the relief, providing he/she hasn't achieved the maximum hours available for the watch month. These shifts shall not be split provided the senior available auxiliary has enough hours remaining for the watch month.

In the event an employee is on a graduated return to work under doctor's orders partial shifts will be permitted and be scheduled as partial shifts.

(b) Auxiliary employees will be paid overtime rates for all hours worked in excess of scheduled hours for the shift on which they work.

(c) Auxiliary employees will be permitted to work up to one hundred and sixty (160) hours in the watch month at straight time rates. Any excess over one hundred and forty (140) hours worked within the watch month will be accumulated and used to top-up subsequent watch month(s). Auxiliary employees must notify the Employer in writing of their desire to work in excess of one hundred and forty (140) hours within a watch month. It is understood that working in excess of one hundred and forty (140) hours within a watch month is for the sole purpose of topping up subsequent watch months and that employees will not be required to work in excess of one hundred and forty (140) hours within a watch month.

(d) Auxiliary employees who work more than 1827 hours at straight time rates in a calendar year shall be paid the applicable overtime rates for all hours worked in excess of the 1827 hours.

(e) Auxiliary employees who work less than a complete shift pattern but who work the maximum number of consecutive shifts required on a regular shift pattern at the job site may, subject to the availability of personnel, opt for days of rest equal in number to the rest days provided on the shift pattern on which the employee worked the majority of their consecutive shifts.

(f) Auxiliary employees do not qualify for recall pursuant to Article 31.5, 31.6 and 31.7 during their days of rest.

(g) Auxiliary employees who complete a full shift pattern are entitled to the rest period appropriate to the particular shift pattern pursuant to Table A. Work performed on such rest days will be considered overtime pursuant to Article 16.6(a)(3).

(h) The Employer will make every effort not to revoke scheduled time off, and where it is necessary to do so, a written explanation shall be given.

31.3 Seniority

(a) (1) For the purpose of layoff and recall and other seniority related provisions of this Agreement, an auxiliary employee who has worked in excess of two hundred and ten (210) hours shall accumulate service and classification seniority, on the basis of:

(i) all hours worked at the straight-time rate;

(ii) designated paid holidays or days off in lieu in accordance with Clause 31.11;

(iii) annual vacation in accordance with Clause 31.12 d);

(iv) leave pursuant to Clause 31.12 or Clause 31.8(c);

(v) compensatory time off provided the employee has worked 1827 hours in thirty-three (33) pay periods;

(vi) missed work opportunities during leaves pursuant to Clause 2.10(a), except that during the first fifteen (15) months of employment such credit shall be limited to one hundred and five (105) hours.

(vii) leaves pursuant to Clause 2.10(b).

(2) Upon completing two hundred and ten (210) hours, an auxiliary employee's seniority shall include the accumulated 30 work days.

(3) Subject to Clause 31.4, service and classification seniority of an auxiliary employee shall transfer with them if they are moved by the Employer from one seniority block to another.

(b) Auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

(c) Employees shall have all straight time hours worked, as outlined in 31.1(c), recognized when competing for position vacancies.

(d) A current service seniority list shall be posted in the seniority unit by December 31, March 31, June 30 and September 30. Upon request, a copy of the service seniority list shall be provided to the steward.

31.4 Loss of Seniority

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

(a) they are terminated for just cause;
(b) they voluntarily terminate or abandon their position;
(c) they are on layoff for more than nine (9) months;
(d) they are unavailable for, or declines, three offers of re-employment as provided in Clause 31.6.

31.5 Layoff and Recall

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

Auxiliary employees on layoff shall be recalled by seniority block in order of classification seniority, provided the auxiliary employee is qualified to carry out the work which is available.

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

31.6 Communication While on Layoff

(a) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established by classification based on the scheduling patterns for that classification, such that auxiliary employees will not be required to be available more than two windows on any one day or any time outside the following windows: 4:30am to 5:30am, and 9:00am to 11:00am.

The Employer may amend the time windows listed above, but it is agreed the total time will not exceed three (3) hours.

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

(b) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees on layoff, are required to be personally available during these scheduled time periods. The exceptions to this provision are detailed in (d) below.

(c) Auxiliary employees will make themselves available to the Employer by telephone, pager, or another means mutually agreed to.

(d) Where telephone communication is used, two (2) attempts, at least five (5) minutes apart, will be made to contact the auxiliary employees.

Where a pager is used, a single attempt will be made and the auxiliary employee must respond to the Employer within five (5) minutes of the page.

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

(e) Employees are responsible for ensuring that the contact information they provide to the Employer is accurate and up-to-date.

(f) Should the Employer be unable to contact auxiliary employees during the scheduled time periods established in (a) above, the Employer will immediately advise the employees by registered mail or hand delivered mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 31.4(d). Should the Employer be unable to contact auxiliary employees outside of the scheduled time periods, such attempts by the Employer will not count such unavailability for purposes of Clause 31.4(d) except as specified in (g) below.

(g) Where auxiliary employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (i) below, they will be considered to have declined work for purposes of Clause 31.4(d).

(h) Where auxiliary employees are contacted during the scheduled time periods established in (a) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 31.4(d).

(i) Auxiliary employees who are unavailable in the following circumstances, and who call in to the Employer at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 31.4(d):

(1) absence on a WCB claim;

(2) maternity leave, parental leave or adoption leave;

(3) absence on bereavement as per Clause 31.8(c);

(4) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;

(5) illness of, or inability to obtain child care for a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days;

The above is subject to the following:

Auxiliary employees who require childcare shall not accept any shifts offered unless they have obtained childcare. The employer will permit a window of twenty (20) minutes to allow an employee to obtain childcare. It is the employees responsibility to notify the Scheduling Officer

during this twenty (20) minute window. Once twenty (20) minutes has elapsed the shift will be offered to the next auxiliary in order of service seniority.

(6) on leave per Clause 2.10;

(7) jury duty;

(8) medical or dental appointments;

(9) approved leave under Clause 31.12(b);

(10) an offer of work which is less than four (4) hours duration;

(11) an offer of work which would constitute a Short Changeover (Clause 15.4).

Employees who decline work pursuant to (10) or (11) will remain eligible to be recalled for other available work on the same day and to accept or decline that work in accordance with the terms of this Agreement.

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

Except as outlined in 31.6(i)(11) and 31.6(i)(12), it is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

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

(2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of 31.5(b), and 31.6(a) through 31.6(i).

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

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

(m) The Employer is not required to recall auxiliary employees who have already accumulated 1827 hours in a calendar year.

31.7 Pay for Hours Worked on Recall

(a) Auxiliary employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate unless the employee is unfit to perform their duties or has failed to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board.

(b) Where an employee commences work he/she shall receive four (4) hours pay at their regular rate unless:

(i) their work is suspended for reasons completely beyond the control of the Employer; or

(ii) the duration of the work assignment is known in advance by the employee;

in which instances the provisions of (a) shall apply.

31.8 Application of Agreement

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

(b) Any auxiliary employee who is eligible to vote in a Federal, Provincial, or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

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

(d) Pregnancy, Adoption and Parental leave for auxiliary employees with less than 1827 hours worked in a fifteen (15) month period shall be in accordance with the Employment Standards Act.

(e) (1) Notwithstanding 31.8 (a) above, Auxiliary employees who work a complete work year as described in Article 14 within a twelve (12) month period shall be entitled to be paid double time in the event they are called back to work on a scheduled day of rest. Double time will be paid from the time they leave their home to report for duty until the time they arrive back home, upon proceeding directly to and from work.

(2) In the event these employees fail to work a complete work year as described in Article 14 within a twelve (12) month period, they will become disentitled to the benefits described above.

(3) Such auxiliary employees will also be eligible for the provisions of Article 35.1 – Required Training, on the same eligibility basis as described above.

31.9 Health and Welfare

Effective Date of Ratification

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of fifty-nine cents (59¢) per working hour, up to a maximum of forty-one dollars and thirty-one cents ($41.30) per biweekly pay period.

Effective April 1, 2005

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of sixty cents (60¢) per working hour, up to a maximum of forty-two dollars ($42.00) per biweekly pay period.

31.10 Medical, Dental and Group Life Insurance

(a) Auxiliary employees will be eligible for coverage under Clauses 25.1, 25.2, 25.3, 25.4 and 25.8 after completion of a complete work year within thirty (33) pay periods. Such employees eligible for benefits under this Clause will not receive the payment under Clause 31.9.

(b) An auxiliary employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 31.4(a), (b), (c) or (d) or when they fail to maintain 1200 hours worked at the straight time rate within the previous twenty-six (26) pay periods.

(c) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three (3) consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

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

31.11 Designated Paid Holidays

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

(1) worked the day before and the day after a paid holiday; or

(2) worked fifteen (15) of the previous thirty (30) days; or

(3) worked at least one hundred and five (105) hours at the straight time rate in the previous thirty (30) days.

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

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

$$\frac{\text{straight time hours worked in the previous 30 calendar days}}{\text{the straight time hours of work of a full-time employee for the same 30 calendar day period}} \times \text{the hourly rate} \times 7$$

(c) An auxiliary who is qualified in (a) to receive compensation for the holiday and who works on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17 - Paid Holidays. The day off in lieu provided through the application of Article 17 shall be compensated on the basis of the formula in (b) above.

(d) Auxiliary employees who work on the designated holiday, but do not meet the conditions of (a) above shall receive time and one half (1½x) for all hours worked on the holiday and double time (2x) for all hours worked on Christmas and New Years day.

31.12 Annual Vacations

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

(b) Auxiliary employees after six (6) months from their date of hire, may elect to take a leave of absence without pay of up to fifteen (15) workdays, not to exceed one hundred and five (105) hours, in any calendar year. An employee seeking such unpaid leave shall make application in writing, a minimum of seven (7) workdays prior to the requested leave.

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

(d) Auxiliary employees who have completed 1827 hours worked in thirty-three (33) pay periods shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18.1, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above or leave in accordance with (b) above.

(e) The calendar year in which an employee qualifies for vacation leave under (d) will be considered the first partial year of service for purposes of vacation entitlement and subject to Clause 18.6 any unused vacation entitlement earned during that year will be paid to the employee on the final pay-day of that year.

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

(g) Vacation leave shall be scheduled in accordance with this Agreement except that employees hired for vacation or for seasonal operations may be restricted as to the time of year they may schedule vacation.

(h) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim (see LOU # 8).

(i) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.4, 18.6, 18.7, 18.8 and 18.9.

31.13 Eligibility Requirements for Benefits

Auxiliary employees will qualify for short term illness and injury plan (STIIP), Clauses 20.2, 20.3, 20.4, 20.5, 20.7, 20.9, 20.10, and Article 21 as follows:

(a) An employee will be entitled to benefits under this Clause after completion of a complete work year within thirty-three (33) pay periods.

(b) An auxiliary employee will cease to be entitled to coverage when they:

(1) fail to maintain twelve hundred (1200) hours worked at the straight time rate within the previous twenty-six (26) pay periods except as provided under Article 21 – Pregnancy, Adoption and Parental Leave,

(2) lose their seniority in accordance with Clause 31.4 (a), (b), (c), or (d).

(c) Benefits will not be paid on layoff except as provided in Appendix 3, Section 1.10.

(d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("*Return to work*" is understood to mean the employee completed at least one-half (½) of a scheduled work day or shift.)

(e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the three (3) month period immediately preceding absence due to illness.

ARTICLE 32 - GENERAL CONDITIONS

32.1 Commuting

(a) The Employer shall actively participate in environmentally sustainable employee transit programs which encourage employees to use public transit and/or to carpool to their worksites.

(b) The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties.

32.2 Tools and Allowances

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

32.3 Comprehensive Insurance

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

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

32.4 Indemnity

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

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

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

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

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

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

(1) when the employee is first approached by any person or organization notifying them of intended legal action against him/her;

(2) when the employee them self requires or retains legal counsel in regard to the incident or course of events;

(3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;

(4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or

(5) when the employee receives notice of any legal proceeding of any nature or kind.

32.5 Political Activity

(a) *Municipal and School Board Offices*:

(1) Employees may seek election to Municipal and School Board Offices, provided that:

(i) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an FRMT employee;

(ii) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of employment with FRMT.

(2) Where the Municipal Council, the School Board or Committees of the Council or Board hold meetings during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(3) Where leave without pay is granted to attend Committee meetings, such leave shall be in accordance with Clause 20.10 and provided that such leave shall not exceed one-half (½) shift per week.

(4) The employee shall provide at least one (1) week's written notice to the Employer.

(b) *Federal and Provincial Offices*:

There are no restrictions other than the oath of office on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(b). If not elected, the employee shall be allowed to return to their former position.

32.6 Copies of Agreements

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

The Union shall distribute the Collective Agreements to its members and the Employer shall reimburse the Union for fifty percent (50%) percent of the distribution costs.

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

COLLECTIVE AGREEMENT
between the
FRASER RIVER MARINE TRANSPORTATION LTD. (ALBION FERRIES)
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION
Effective from April 1, 2004 to March 31, 2008

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

(d) The Employer will provide copies of the printed Agreement within ninety (90) days of the signing. Ninety (90) days may be waived in extenuating circumstances.

32.7 Travel Advance

Regular employees not covered by a work party advance, and who do not qualify to obtain a corporate card, will be provided with an adequate travel advance if they are required to proceed on travel status. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

32.8 Private Vehicle Damage

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

32.9 Disclosure of Information

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

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

(a) An employee shall direct their concern or allegation to the employee's immediate supervisor.

(b) If the employee feels that their allegation has not been adequately addressed at this level or if the allegation relates directly to the immediate supervisor, the employee may refer the matter in writing to the next level of excluded management not directly involved in the matter.

(c) The written notice should provide full particulars of the allegation including the name(s) of individual(s) involved, the date(s) the wrongdoing is alleged to have occurred and any supporting documentation in the employee's possession, or of which the employee is aware.

(d) The excluded manager will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the allegation. If the employee feels that their allegation has not been adequately addressed at this level, they will so advise the excluded manager prior to proceeding to the next level of this process.

(e) Where the employee is not satisfied that the allegation has been resolved or is not satisfied with the timeliness of the response at any level, the employee may refer the matter in writing to the CEO, including the detailed information outlined above.

(f) These procedures do not relieve an employee from their duty of fidelity to the Employer, nor do these procedures restrict the employee from exercising their rights or obligations under any applicable statute.

32.10 Electronic Monitoring

(a) Monitoring equipment may be used to protect the safety of employees, or the security of the job site.

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

32.11 Misuse of Managerial/Supervisory Authority

Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

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

Procedures

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

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

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

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

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

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to mediation/arbitration in accordance with Article 9 within thirty (30) days of receiving the CEO's response or when the response was due.

The referral to the Mediator/Arbitrator will include the written statement presented in step (b) above and the CEO's response.

The Mediator/Arbitrator shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this Clause. The Mediator/Arbitrator will review the written

statement and the CEO's response prior to setting the case down for hearing to determine if there is a basis for the complaint. If there is no basis for the complaint, or there are insufficient particulars, the Mediator/Arbitrator will dismiss the case. Hearings shall be conducted so as to give those involved a fair hearing. The Mediator/Arbitrator may admit any evidence deemed necessary or appropriate. The Panel may:

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

The decision of the Mediator/Arbitrator shall be final and binding and consistent with the terms of the Collective Agreement.

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

(f) Disciplinary action taken by the Employer which is consistent with the recommendations of the majority of the Mediator/Arbitrator shall not form the basis of a grievance.

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

32.12 Lockers

The Employer shall provide sufficient securable lockers for regular employees, excluding office staff.

32.13 Request for Re-assignment to Another Watch

Regular employees requesting reassignment to another watch on the same ferry route shall make such requests in writing to the Employer including reasons. The Employer shall make every effort to comply with such requests provided a vacancy exists and no cost accrues to the Employer. Reassignments shall be limited to once per twelve (12) month period per employee.

32.14 Transfer

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

32.15 Job Orientation

(a) All new employees will be assigned a designated area of employment, and fully instructed on their specific duties.

(b) All employees assigned to a new position on a regular basis will be made familiar with their new work areas.

32.16 Washrooms

Where operationally feasible, washroom facilities will be provided for employees that are separate from the facilities provided for the public.

32.17 Deck Department

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

32.18 Crew Accommodation

All crew accommodation and mess rooms shall be equipped with adequate ventilation and shall meet applicable standards and regulations.

32.19 Employee Parking Lots

The Employer agrees to provide sufficient parking facilities for employees.

32.20 Service Career Policy

(a) Regular employees wishing to substitute in a different department for reasons of career development shall make written application to the Employer.

(b) Any shortfall of hours resulting from substitution shall be worked by the employee prior to the end of the year.

32.21 Certificate Allowance

An allowance of eighteen dollars and fifty cents ($18.50) biweekly shall be paid to employees who have Marine Certificates of competency which are recognized as superior to existing minimum job specification requirements for their appointed position providing this appointment did not involve a lateral transfer or voluntary demotion. Employees hired after April 22, 1996 shall receive this allowance if they have marine certificates of competency which are recognized as superior to existing minimum job specification requirement for their appointed positions, providing this appointment did not involve a lateral transfer or voluntary demotion, and providing such certification enables them to substitute in a higher classified position. The maximum allowance under this clause shall be eighteen dollars and fifty cents ($18.50) biweekly regardless of the level and/or number of certificates of competency.

32.22 Dirty Money and Heat Money

An allowance of six dollars and seventy-five cents ($6.75) per hour shall be paid to all employees in addition to their basic pay, for carrying out the following work on board vessels:

(a) Spray painting in confined spaces below the main deck, exclusive of machinery space;

(b) When working on sanitary systems, cleaning choked water closet and urinal bowls, also choked water closet and urinal waste lines. (All work carried out on the sanitary flushing supply systems to water closets and urinals shall be paid at the normal hourly rates);

(c) When working below the Engine Room deck plates (Bilges and tank top cleaning in non-machinery spaces shall be paid at the normal hourly rates); or

(d) When employees are required to clean up excrement or vomit in passenger areas, or when employees are required, in the course of their duties, to be in physical contact in excrement. (A minimum of $9.75 will be paid in this case).

32.23 Painting in Inclement Weather

No employee will be unreasonably required to paint or chip weather deck, exterior housework or exposed superstructures in inclement weather or during the hours of darkness. Car decks may be painted during the hours of darkness.

32.24 Vessel Refits

(a) Shift changes for employees required to be with a vessel during refit shall be made to make scheduled shifts coincide with refit shifts.

(b) Employees required to deliver a vessel to and from refit shall be paid applicable overtime rates for hours worked in excess of their regularly scheduled shift.

Where the return delivery job abuts a refit shift, then the length of that refit shift shall be used as the length of the regularly scheduled shift.

(c) Employees required to be with the vessel at refit shall work their regular shift up to the commencement of refit. Such employees shall resume their regular shift pattern upon the completion of refit.

(d) The actual hours worked during refit shall be measured against those hours which would have been worked had the employee remained on their regular shift pattern. The period used for such comparison shall commence on the first day of the last completed shift pattern prior to refit and end on the last day of the first completed shift pattern after refit. Any shortfall resulting from such comparison shall be forgiven. Any surplus resulting from such comparison may be compensated in cash or time off in accordance with Clause 16.7.

(e) Employees will be provided with reasonable, shared transportation between the shipyard and their provided residence during the period of refit.

ARTICLE 33 - EMPLOYMENT EQUITY

The Employer is committed to providing a work environment free of any form of discrimination.

ARTICLE 34 - SUBSTITUTION

34.1 Substitution Pay

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

(1) designated to perform the principal duties of or temporarily substitute in a higher paying position, or

(2) assigned to perform duties of a higher paying position which would warrant a higher classification.

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

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

(d) Where this job description requires periodic substitution:

(1) substitution pay shall not be payable for periods of substitution of seventy (70) consecutive work hours or less in the higher position;

(2) substitution in excess of the seventy (70) consecutive work hours shall be payable from the commencement of the first shift of substitution;

(3) substitution is not payable for any period of substitution during vacation relief in the higher position.

(e) Payment for leave under Clauses 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the sixty (60) days preceding their leave, in which case they shall receive the higher rate.

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

34.2 Deck Employees

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

(a) (1) *Captain Substitution Appointments*:

(i) Regular Mate on the watch requiring the appointment;

(ii) Regular Mate outside the watch holding the greatest capability seniority, provided the regular Mate is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more Mates have the same capability seniority date as Captain, regular seniority will govern. If there is still a tie, auxiliary seniority will govern;

(iii) In the event there is no parallel shift pattern, regular mate outside the watch working the same shift pattern (i.e. 2:1).

(iv) Auxiliary Mate.

(2) *Mate Substitution Appointments*:

(i) Regular Deckhand with the greatest capability seniority on the watch requiring the appointment;

(ii) Regular Deckhand outside the watch holding the greatest capability seniority, provided the regular Deckhand is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more Deckhands have the same capability seniority date as Mate, then regular seniority will govern. If there is still a tie, auxiliary seniority will govern;

(iii) In the event there is no parallel shift pattern, regular deckhand outside the watch working the same shift pattern (i.e., 2:1).

(iv) auxiliary Deckhands.

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

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

(c) Substitution appointment occasioned by a pre-planned, approved leave other than approved vacation, that is greater than a watch month shall be offered to the employee in the classification from which the selection is made who possesses the greatest capability seniority.

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

(1) there shall be no increased cost to the Employer;

(2) the substituting employee shall assume the work schedule of the position into which they are substituting on a date consistent with operational requirements; and

(3) scheduling of substitution appointments shall be effected in a manner that will minimize the possibility of a substituting employee working in excess of their annual hours of work. However, should operational requirements necessitate such an overage, it shall be paid at the straight-time rate for the position in which the employee is substituting.

ARTICLE 35 - TRAINING AND EDUCATION

35.1 Required Training

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

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

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

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

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

(e) Leave of absence with pay shall be granted to allow employees time to write examinations for courses required by the Employer/governing body deems. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place. Where reasonable, a minimum of twelve (12) hours shall be allowed between the end of a shift and the commencement of an exam. Appropriate travel time shall be given before an employee is required to report to work.

35.2 Other Training and Education

The Employer and the Union agree that training and education are beneficial investments for both parties and support the long term career interests of employees. Therefore, the Employer and the Union agree to explore creative solutions designed to assist employees in furthering their educational endeavours related to the workplace in a manner that is affordable for the employee and cost-effective for the Employer. Such solutions will be discussed in the Joint Committee as outlined below.

35.3 Joint Committee

The Joint Committee will be responsible for:

(a) Making recommendations to the Employer regarding annual training requirements for employees.

(b) Identifying and prioritizing other appropriate training and educational opportunities that will benefit the employee(s) involved and the Employer's operation.

(c) Identifying alternative funding sources for training and educational initiatives.

(d) Making recommendations regarding employees to be selected for training.

ARTICLE 36 - TERM OF AGREEMENT

36.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, 2008.

36.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2004, but in any event not later than midnight, January 31, 2008.

(b) Where no notice is given by either party prior to January 31, 2008, both parties shall be deemed to have given notice under this Clause on January 31, 2008, and thereupon Clause 36.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the CEO, or his designate.

36.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 36.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

36.4 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

36.5 Agreement to Continue in Force

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

36.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on April 1, 2004 or on the date of ratification by the Parties, if earlier.

SIGNED ON BEHALF OF THE UNION:	**SIGNED ON BEHALF OF THE EMPLOYER:**
______________________________ George Heyman President	______________________________ Dave Miller, President and CEO
______________________________ John McKeigan Bargaining Chair	______________________________ Kimberly Bloom, Manager, Chief Financial Officer
______________________________ Don Atkinson Bargaining Committee	______________________________ Mike Madill Vice President , Labour Relations, CMBC
______________________________ John Stoneson Bargaining Committee	______________________________ Harmeet Bahia Labour Relations Advisor
______________________________ Rhonda Woolner Bargaining Committee	
______________________________ Gary Bennett Staff Representative	

Dated this __________ day of ___________________, 200_____.

LETTER OF UNDERSTANDING #1

HOURS OF WORK

1. The current Table A – Hours of Work will be deleted and replaced by the attached table.

2. All employees currently receiving Scheduled Surplus Differential (SSD) in accordance with Table A will continue receiving that differential for the duration of this contract according to the option they have currently selected, subject to the following:

   (a) Current employees may choose a lower SSD option as outlined in Table . Once a lower SSD option is selected, it will become the employee's maximum option.

   eg:
   (1) An employee moving from an 8 hour shift length to a 10 hour shift length, who had previously selected the 1.8 SSD option may only choose the 2.2 SSD option or the 0 SSD option.

   (2) An employee moving from a 10 hour shift length to an 8 hour shift length, who had previously selected the 4.4 SSD option may only choose the 5.3 SSD option or one of the lower options.

   (b) In the event that a different shift length is introduced, employees may choose from the options attached. However, employees may not choose an option which provides for increased SSD over the amount they were receiving prior to the introduction of the different shift length. The only exception is that employees may opt for the next higher option provided it is the closest option to their current selection.

3. All new regular employees will not receive SSD.

4. Any new shift lengths/patterns not included in Table A above will be introduced according to the provisions of Article 14.

5. Annual Hours of Work will remain at 1827.

6. (1) Where the length of the scheduled shift and/or shift pattern vary during the year, the scheduled Surplus Differential (SSD) shall be determined for each shift according to the shift length and shift pattern worked as set out in Table A of this Agreement.

   (2) Annual scheduled time off (ASTO) shall be scheduled on an annual basis, taking into account expected annual variation in the length of scheduled shift.

   (3) The length of scheduled shift used in calculating the SSD shall be the average of the scheduled day, afternoon and night shifts.

   (4) The SSD shall be based on the employee's basic and substitution pay and paid biweekly. Any necessary adjustments shall be calculated once per year with December 31 as the cut-off date.

   (5) Employees on educational leave or in receipt of Short Term Illness and Injury Plan benefits for a period in excess of one complete shift pattern or its equivalent shall not be entitled to SSD.

TABLE A – HOURS OF WORK

Scheduled Shift Length	Shift Pattern	Annual Earned Time Off	Statutory Lieu Days	Minimum Annual Vacation	Annual Surplus Time	Annual Scheduled Time Off	Annual Excess Days Worked	Annual Excess Hours Worked	2.0 * AEHW	Scheduled Surplus Differential
(Hours)		*(Days)*	*(Days)*	*(Days)*	*(Days)*	*(Days)*				*(Percent))*
7.5	4:2	-0.1	10.3	14.0	24.2	5x4 =20 6x4=24 24.2	4.2 0.2 0	31.5 1.5 0	63.0 3.0 0	3.4 0.2 0
8	4:2	15.3	9.6	13.1	38.0	8x4=32 9x4=36 38.0	6.0 2.0 0	48.0 16.0 0	96.0 32.0 0	5.3 1.8 0
9	4:2	40.5	8.6	11.7	60.8	14x4=56 15x4=60 60.8	4.8 0.8 0	43.2 7.2 0	86.4 14.4 0	4.7 0.8 0
10	1:1	-0.2	7.7	10.5	18.0	1x14=14 16.0 18.0	4.0 2.0 0	40.0 20.0 0	80.0 40.0 0	4.4 2.2 0

LETTER OF UNDERSTANDING #2

JOB SHARING

FOREWORD

The following guidelines apply to all regular employees and:

- outlines the circumstances under which job sharing arrangements may occur;
- outlines the terms and conditions of job sharing; and
- provides guidelines for the review of job sharing proposals and the evaluation of current job sharing arrangements.

DEFINITIONS

"*Job sharing proposal*" a document, initiated by two (2) employees, which outlines their request to become part-time employees, and recommends how the duties of a position previously performed by one full-time employee, can be divided to accommodate their request.

"*Job sharing arrangement*" where two (2) part-time employees perform the duties of a position previously performed by one full-time employee.

"*Partners*" part-time employees participating in a job sharing arrangement.

POLICIES

Job Sharing Proposals

Job sharing proposals can be considered where:

- one of the partners proposing the job sharing arrangement already occupies the full-time position under consideration, OR

- two partners propose to job share a vacant position which is at a classification level that is the same or lower than the partners' current position.

A job sharing proposal must be presented to an excluded manager for consideration. Job sharing proposals must include details as outlined in the mandatory procedures section of this policy.

Approval of the job sharing proposal is at the discretion of the excluded manager. See Guidelines for suggested areas of consideration when reviewing job sharing proposals.

Eligible Partners

The recommended partner(s) outlined in the job sharing proposal must be:

- qualified for the position to be shared;
- employed as a regular employee;
- at the same classification level or higher than the position being shared;
- performing their current duties satisfactorily.

Appointment of Job Sharing Partners

The approval of a job sharing proposal is confirmed in writing by appointing the job sharing partners as part-time employees.

The appointment letter should address whether or not the employee's hours may be increased up to full-time due to operational requirements.

Acceptance of the appointment must be in writing.

Benefits

Benefits granted job sharing partners are in accordance with those approved for part-time employees. Most benefits are prorated based on the number of hours the employee works, except for the following benefits which are paid in full to both partners: basic medical insurance (MSP), extended health care plan, dental plan and air travel insurance. Each employee is also eligible for the minimum group life insurance.

Extended Absence

Where stated in the appointment letter, the supervisor may, due to operational requirements, increase one partner's work hours up to full time to cover the other's extended absence, (e.g. leave or resignation). This is not meant to be a permanent change in hours of work unless requested by the employee and approved by the excluded manager; nor is it meant to limit the excluded manager's responsibility to determine how operational requirements will be met on each occasion.

The supervisor will give as much notice as possible to the partner before increasing a partner's hours of work.

Termination of Job Sharing Arrangement by Employees

Upon termination of the job sharing arrangement by either partner, the remaining partner may request to fill the position on a full-time basis or may submit a new job sharing proposal.

The Employer will endeavour to find alternative employment for the job sharing partners if either wishes to terminate the agreement; however, the onus is on the employee to seek alternative employment if he/she no longer wishes to job share.

Termination of Job Sharing Arrangement by Employer

The Employer may terminate a job sharing arrangement with reference being given to relevant provisions of the Collective Agreement. Such action should be limited to bona fide operational reasons.

Filling of Vacated Job Shared Position

It is at the discretion of the excluded manager, in cases where both partners leave a job sharing arrangement, to decide on how the position will be filled, e.g., approve a subsequent job sharing proposal, fill the position on a full-time basis.

The vacancy created by one partner leaving may be filled by approving the remaining partner's request for full-time employment; by approving a new job sharing proposal; or by posting the part-time position.

Responsibilities

The CEO, or his designate is authorized to:

- determine whether job sharing arrangements are feasible;
- consider and approve or reject job sharing proposals;

Accountabilities

The CEO, or his designate is accountable for ensuring that: a mechanism is in place to review and respond to job sharing proposals.

Mandatory Reporting Requirements

The Employer shall notify the Union of all job share arrangements.

Mandatory Procedures

Job sharing proposals must include:

- a written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partner(s);
- a copy of the proposed partner(s) most recent performance appraisal(s);
- a description of how job duties and responsibilities may be shared;
- details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- a proposal of how workload priorities will be determined by the partners on an ongoing basis;
- preferred start date;
- preferred work schedule.

The appointment letter should outline the terms and conditions of employment, and state the agreed to terms of the specific job sharing arrangement. If the Employer intends on increasing either partner's hours of work, due to operational requirements, it must be so indicated in their appointment letter.

Prorated Benefits for Job Share Partners

- Service seniority (one year's service seniority for every 1827 hours completed)
- Vacation
- Paid Holidays
- Other Paid Leaves:
    - 20.2 Special Leave
    - 20.3 Family Illness
    - 20.11 Leave for Medical and Dental Care
- STIIP*
- LTD*
- Superannuation*
- Canada Pension Plan*
- Unemployment Insurance*
- Workers' Compensation Board*
- Group Life* (only entitled to minimum)

** is only prorated to the extent that the benefit is based on the employee's part-time salary.*

Full Benefits for Job Share Partners

Basic Medical Insurance
Extended Health Care Plan
Dental Plan

Others

Overtime (paid in accordance with Article 16.10
Annual Increment (eligibility based on acquisition of 1827 hours since last increment)

GUIDELINES

Establishment of Job Sharing Arrangements

- It may be to the advantage of the organization to approve job sharing proposals in the following circumstances:
- the organization will lose a valuable employee whose circumstances prevent him/her from working full time;
- a mix of backgrounds/experience will enhance the operation;
- an employee wishes to phase-into retirement;
- a pool of experienced workers can be kept for full-time positions in the future.
- Positions which typically are better suited for job sharing arrangements are those where:
- there is "*on-the-spot*" service and little follow-through is required;
- work can be scheduled in advance;
- different staff can perform a function interchangeably; and
- little interaction is required with other employees.

Review of Job Sharing Proposals/Evaluation of Current Job Sharing Arrangements

Suggested issues to consider in reviewing job sharing proposals, or evaluating existing arrangements:

- Is the proposed partner qualified to do the job?
- Will/has the efficiency, productivity, timeliness, and level of service be/been maintained or enhanced?
- Will/has the productivity of the "*dependent*" work group be/been adversely affected?
- Can/has a practical and appropriate communication arrangement be/been established and maintained between the partners, the supervisor, clients and others?
- How will the supervisor assess the quality of the work if both partners are accountable for all duties of the position?
- Can/has an acceptable work schedule be/been worked out?
- Are both partners prepared to cover off for each other when requested for absences?
- Will/has the supervisor's job become more difficult because of this job sharing arrangement? In what way?
- Does the benefit outweigh the extra benefit/supervisory time costs?
- Is this a stable employment environment, is there any possibility of layoffs in the foreseeable future?
- Are the partners/candidates performing the duties satisfactorily?

LETTER OF UNDERSTANDING #3

GAINSHARING

The Parties acknowledge that suggestions for gainsharing opportunities may arise or be negotiated at any time during the life of this Agreement to provide additional (one time or on going) payments. Where such initiatives are identified, the Parties will meet to review the suggestion(s).

LETTER OF UNDERSTANDING #4

SUB PLAN

A. Supplemental Unemployment Benefit Plan - Pregnancy Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved pregnancy leave pursuant to Article 21.1.

2. The maximum number of weeks for which SUB Plan benefits are payable is seventeen (17) weeks.

3. The duration of the plan will be from the date one (1) month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of the this Agreement.

4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.

5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change.

6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

B. Supplemental Unemployment Benefit Plan – Parental Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to Article 21.3.

2. The maximum number of weeks for which SUB Plan benefits are payable is ten (10) weeks.

3. The duration of the plan will be from the date one (1) month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of the this Agreement.

4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.

5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty (30) days of the effective date of the change.

6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

LETTER OF UNDERSTANDING #5

SCHEDULING OFFICERS ALLOWANCE

(a) Employees who are required to perform to perform the duties of scheduling shall be provided an allowance in accordance with the following;

(1) *Head Scheduler* – Three and three quarters (3¾) hours per shift block of four (4) days on four (4) days off.

(2) *Assistant Head Scheduler* - Two (2) hours per shift block of four (4) days on four (4) days off.

(3) *Schedulers* – One (1) hour per shift block of four (4) days on four (4) days off.

It is understood that these rates are at straight time, and may be taken in cash and/or CTO (Compensatory Time Off).

(b) The Employer retains the right to have scheduling duties performed within the bargaining unit and/or as an exempt function. In the event scheduling duties are reassigned to exempt position the Employer will give the Union thirty (30) days notice.

(c) In the event the Head Scheduler is on vacation for a period longer than one (1) block of four (4) days, his or her allowance will be designated to the Assistant Head Scheduler and so forth through the scale. The substituting officer will then receive the lowest level of allowance. It is understood that substitution into the Scheduler position will be paid on a pro-rata basis in one (1) day increments. [i.e.,one (1) day equals one quarter (¼)].

(d) The current allowances will be maintained for the duration of this Collective Agreement.

(e) Future vacancies in this category will be subject to the competitive merit principle, unless the function is reassigned to an exempt position.

LETTER OF UNDERSTANDING #6

VESSEL RENOVATION/NEW VESSELS

The parties recognize that discussion should take place with respect to crew accommodation , and other matters of common interest prior to vessel refits and/or introduction of new vessels.

To that end, information sessions open to all employees will be held for the purpose of presenting relevant plans and specifications and receiving feedback and input from employees.

LETTER OF UNDERSTANDING #7

APPLICATION OF ARTICLE 31.12(h)

This letter will confirm discussions between the Parties concerning the application of the above clause.

1. Auxiliary employees will not have their approved vacation rescheduled or displaced due to work arising from another employee calling in sick, if the Employer is able to cover the work with other employees at the applicable overtime rates.

2. Auxiliary employees may have their approved vacation rescheduled or displaced due to:

   (i) an emergency arising under the Provincial Emergency Program; or
   (ii) another emergency which requires the services of all other available employees.

LETTER OF UNDERSTANDING #8

ENHANCED SEVERANCE PAY

In the event of a layoff from Fraser River Marine Transportation Ltd. (FRMT) resulting from the construction of a fixed route (bridge), all regular employees hired before April 1, 2001, shall be entitled to enhanced severance pay ("*ESP*") as follows:

(1) Each regular employee shall be given the option of receiving severance pay at least equal to the severance pay provisions contained in the Collective Agreement between FRMT and the BCGEU, plus an additional five thousand dollars ($5000.00).

(2) Each such person shall have the right at the time of layoff to exercise any other options he or she may have under the then applicable collective agreement between the BCGEU and FRMT. Upon exercise of any such option, such person shall forfeit any entitlement to the ESP described above.

(3) In the event that the regular employees covered by this Memorandum elect to transfer to comparable positions with another employer the ESP described above shall no longer apply.

(4) This Letter of Agreement shall be referenced and incorporated into the current Collective Agreement and will be automatically renewed in each successive collective agreement for those individuals who remain in the bargaining unit at the time of renewal.

(5) *Employee List*:

Adams, S	Addison, R	Altenhein, T
Andronick, P	Atkinson, D	Batchelor, C
Bertrand, G	Brockman, H	Dobbs, G
Farnworth P.	Ferguson, K	Gairns, C
Gladwell, G.	Greisinger, R	Hall, M
Hall, S	Hallquist, D	Harquail, P
Hope, B	Huhtala, H	Hunt, D
Jablonski, Z	Landry, B	MacPherson, M
McIntosh, R	McKeigan, J	McMaster, B
Meldrum, M	Mooney, S	Mowatt, G
Nixon, R	Offroy, M	Phare, C
Pochmara, A	Rayner, S	Savage, C
Saxton, M	Sewell, C	Shields, S
Smurzynski, W	Sokkanen, K	Uppal, M K
Vickery, T	Watson, R	Wilson, W
Woolner, R		

LETTER OF UNDERSTANDING #9

CHANGES TO BENEFITS COVERAGE

The Parties agree to changes to the Health and Welfare coverage as outlined below:

(1) An employee's dependent child for whom custody has been granted to the other parent is eligible for continued coverage unless the other parent has benefit coverage.

(2) The present deductible level is thirty five dollars ($35.00) per family per year, effective January, 1, 2004.

(3) The Extended Health Care Plan, outlined in Article 25.2, will include the following coverage, effective April 1, 2004.

- Increase lifetime maximum to $ 50,000;
- Increase vision care program to $200 payable once every 24 months for each covered adult;
- Increase vision care program to $200 payable once every 12 months for each covered dependent child;
- Increase acupuncture coverage to $150 claimable per person per year and $400 claimable per family per year;
- Increase coverage for hairpieces to $400 claimable once every 24 months including all forms of alopecia; and
- Provide coverage for prescribed contraceptives, oral and injected.

The Parties further respect the conditions of the Agreement reached between the BCGEU, representing the employees of the Province of British Columbia, and the Province of British Columbia, regarding the nine (9) month recall and preventative recall services provisions of the dental plan coverage.

LETTER OF UNDERSTANDING #10

POLICY CONCERNING ARTICLE 31.2(c)

The Employer will endeavour not to schedule auxiliary employees who are working other than a regular shift patter to work in excess of one hundred and forty (140) hours in a watch month until all other auxiliary employees who are working other than a regular shift pattern have worked one hundred and forty (140) hours in that watch month.

LETTER OF UNDERSTANDING #11

ADMINISTRATIVE SERVICES COMPONENT AGREEMENT

1. The 12th Component Agreement – Administrative Services Component (pages 1 – 21) will be renewed and considered to be appended to the Collective Agreement expiring March 31, 2004.

2. It is understood that the working conditions of this Component Agreement will apply only to current office staff (Michele Saxton and Pam Harquail), and any staff subsequently hired or returned to the office seniority block.

3. The Parties agree that a Joint Sub-Committee (2 persons) shall be struck to review the 12th Administrative Component Agreement to determine any provisions that can be deleted or amended as housekeeping matters in order to be integrated into the Collective Agreement for the next round of collective bargaining. The sub-committee will report back to the bargaining principals no later than June 15, 2002. Upon agreement of the bargaining principals, recommendations of the committee will be implemented.

4. If a dispute occurs before the Parties have reached agreement on these issues, the following will apply:

   - If the dispute involves a collective agreement Article modified by the Parties during the last round of collective bargaining, the Parties will meet to resolve the matter on the basis of the Parties' intentions during negotiations.

   - If the dispute involves a collective agreement Article that was not modified during the last round of negotiations, the Component agreement provisions will govern.

5. It is understood that should the Parties disagree over the applicability of any component agreement language, the existing language shall be maintained.

The Joint Committees agreement for LOU #11 (previously LOU #13) as previously negotiated will become part of this Collective Agreement.

APPENDIX #1

CLASSIFICATIONS AND RATES OF PAY

(1) WAGE RATES

(a) The following table constitutes a complete list of the positions and their respective wage rates within the BCGEU at Fraser River Marine Transportation Limited:

FRMT WAGE SCHEDULE							
Position	*Step*	April 1, 2004		April 1, 2005		April 1, 2006	
		Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly
Master	*5*	$32.3593	$2,265.15	$33.2491	$2,327.44	$34.0804	$2,385.63
	4	$30.9653	$2,167.57	$31.8169	$2,227.18	$32.6121	$2,282.85
	3	$30.0429	$2,103.00	$30.8689	$2,160.82	$31.6407	$2,214.85
	2	$29.1409	$2,039.86	$29.9421	$2,095.95	$30.6907	$2,148.35
	1	$28.2696	$1,978.87	$29.0469	$2,033.28	$29.7731	$2,084.12
Mate	*5*	$26.9166*	$1,884.16	$27.6567	$1,935.97	$28.3481	$1,984.37
	4	$25.8096*	$1,806.67	$26.5193	$1,856.35	$27.1821	$1,902.75
	3	$25.0510*	$1,753.57	$25.7399	$1,801.79	$26.3834	$1,846.84
	2	$24.3233*	$1,702.63	$24.9921	$1,749.45	$26.6169	$1,863.18
	1	$23.6160*	$1,653.12	$24.2654	$1,698.58	$24.8721	$1,741.05
Deckhand	*3*	$20.6436	$1,445.05	**$21.4681**	**$1,502.77**	$22.0049	$1,540.34
	2	$19.2393	$1,346.75	**$20.2051**	**$1,414.36**	$20.5259	$1,436.81
	1	$18.1630	$1,271.41	**$18.9194**	**$1,324.36**	$19.3923	$1,357.46
Chief Engineer	*5*	$29.4996	$2,064.97	$30.3107*	$2,121.75	$31.0686	$2,174.80
	4	$28.2389	$1,976.72	$29.0153*	$2,031.07	$29.7407	$2,081.85
	3	$27.3880	$1,917.16	$28.1411*	$1,969.88	$18.8447	$1,319.13
	2	$26.5680	$1,859.76	$27.2986*	$1,910.90	$27.9811	$1,958.68
	1	$25.7686	$1,803.80	$26.4771*	$1,853.40	$27.1391	$1,899.74
Terminal Attendant	*3*	$19.4853	$1,363.97	**$20.2780**	**$1,419.46**	$20.7849	$1,454.94
	2	$18.1529	$1,270.70	**$18.9089**	**$1,323.62**	$19.3816	$1,356.71
	1	$17.1380	$1,199.66	**$17.8661**	**$1,250.63**	$18.3129	$1,281.90
Office Assistant 2	*3*	$19.4853	$1,363.97	$20.0211	$1,401.48	$20.5216	$1,436.51
	2	$18.1529	$1,270.70	$18.6520	$1,305.64	$19.1181	$1,338.27
	1	$17.1380	$1,199.66	$17.6093	$1,232.65	$18.0496	$1,263.47
Senior Chief Engineer	*5*	$33.3433	$2,334.03	$34.2601	$2,398.21	$35.1167	$2,458.17
	4	$31.9083	$2,233.58	$32.7857	$2,295.00	$33.6054	$2,352.38
	3	$30.9449	$2,166.14	$31.7957	$2,225.70	$32.5906	$2,281.34
	2	$30.0223	$2,101.56	$30.8479*	$2,159.35	$31.6191	$2,213.34
	1	$29.1203	$2,038.42	$29.9211	$2,094.48	$30.6691	$2,146.84
** Wage Rates in BOLD indicate a Market Adjustment as outlined in (b)(2) below.*							

(b) Employees hired after April 1, 2001 will utilize the preceding 5 step wage scale for purposes of basic pay, substitution and promotions. All employees hired before April 1, 2001 will receive the Step 5 wage in their respective classifications. The following employees will be exempted from the 5 step wage scale for the purposes of substitution and promotion:

Mates:	**Licenced Deckhands:**
Andronick, Perry	Adams, Shane
Dobbs, Glenn	Brockman, Howard
Gladwell, Greg	Offroy, Marcel
Huhtala, Herman	Sokkanen, Karl
MacPherson, Murray	
Mooney, Shelley	

(c) For the purposes of this Collective Agreement, the positions listed above are organized into four (4) separate seniority blocks:

1. Deck – Master, Mate, Deckhand
2. Engine – Chief Engineer, Shift Engineer
3. Shore – Terminal Attendant
4. Office – Marine Clerk, Office Assistant 2

It is understood that should new positions be introduced during the life of this Agreement, the wage rates will be negotiated by the Parties and will be considered part of this Appendix.

(2) MARKET ADJUSTMENTS

Market wage adjustments to the positions of Master, Mate and Engineer will take effect according to the schedule outlined below:

- Terminal Attendants: $0.25 / hour commencing April 1, 2005
- Deck Hands $0.25 / hour commencing April 1, 2005;

These adjustments are reflected in the Wage Schedule in (1)(a) above.

(3) WAGE SCALES

(i) All Employees (except those listed in (1)(b) above) will commence employment at Step 1 in all classifications. After successful completion of the probationary period according to Article 30 - Probation, employees shall progress to Step 2. Thereafter, employees shall progress through each successive step on the anniversary date of obtaining regular status (i.e. from the date of their successful completion of the probationary period) until such time as they reach the top step within their classification.

Periods of absence from work in excess of 1 watch month, excluding approved leaves under Article 21 – Pregnancy, Adoption and Parental Leave, shall not be included in step progression schedule outlined above.

(ii) *Current Employees*

For the purpose of basic pay, all employees hired before 1 April, 2001 will be compensated at the highest step of their respective regular positions.

(iii) *Promotions* (except those listed in (1)(b) above)

Employees promoted to a higher paying position according to the merit principle under the provisions of Article 12 – Service Career Policy, will receive the step closest to eight percent (8%) above their previous rate, not less than the Step 1 rate of the new position.

Upon successful completion of their probationary period, as outlined in Article 30 – Probation, employees will progress to the next step. Employees shall then progress through each successive step on the anniversary of date of becoming a regular employee in the new position.

Periods of absence from work in excess of one (1) watch month, excluding approved leaves under Article 21 – Pregnancy, Adoption and Parental Leave, shall not be included in step progression schedule outlined above.

(iv) *Substitution* (except those listed in (1)(b) above)

Employees substituting into a higher paid position will be compensated according to Article 34 – Substitution and Article 27.4.

(v) *Auxiliary Employees*

Auxiliary Employees shall be entitled to progress to a higher step after completion of 1827 hours of work and annually thereafter until such time as they reach the top step within their classification.

APPENDIX #2

MARINE SERVICES UNIFORM ISSUE

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

Marine Captain

2	jackets, dress
4	pants, dress (summer or winter weight optional)
1	white shirt per workday in shift block, minimum four, maximum eight (long or short sleeve optional)
2	ties, black (clip on optional)
1	cap (white standard marine) and badge
1	floater coat
1	winter parka
1	sweater with crest
1	pair coveralls (white or blue)
1	set braid jacket
1	set braid shirt

Marine Mate

2	jackets, dress
2	pants, dress (winter weight)
2	pants (winter or summer weight, work or dress optional)
1	white shirt per day in shift block, minimum four, maximum eight (long or short sleeve optional)
2	ties, black(clip optional)
1	cap(white standard marine) and badge
1	floater coat
1	winter parka
1	sweater with crest
1	pair coveralls (white or blue) by request
1	set braid jacket
1	set braid shirt
1	set of rain gear
1	pair of sea boots
1	toque
1	sou-wester hat (by request)

Marine Engineers

1	jacket, dress
1	jacket, work
2	pants, dress (winter or summer weight optional)
2	pants, work
1	shirt per workday in shift block, white or blue, minimum four, maximum eight (long or short sleeve optional)
2	ties, black (clip on)
1	cap (white standard marine) and badge
1	cap (blue peaked ball type) and badge
1	floater coat
1	winter parka
1	sweater with crest

3	pairs coveralls (white or blue)
1	set braid jacket
1	set braid shirt
1	pair of sea boots (by request)
1	toque

Deckhands, Oilers

2	jackets, (work)
2	pants, (work) (Oilers only)
4	pants, (work) (deckhands only)
1	shirt per workday in shift block, (blue), minimum four, maximum eight (long or short sleeve optional)
2	caps (blue peaked ball type)(1 winter, 1 summer) and badges
1	set of rain gear (Deckhands only)
1	toque
1	floater coat
1	winter parka
1	sweater with crest
3	pairs coveralls (blue) (Oilers only)
2	coveralls (blue) (Deckhand only)
1	pair sea boots
1	sou–wester hat (by request)

Terminal Attendants

2	jackets, (work)
3	pants, (work)
1	shirt per workday in shift block, (blue), minimum four, maximum eight (long or short sleeve optional)
2	caps (blue peaked ball type)(1 winter, 1 summer) and badges
1	toque
2	pair of shorts (by request)
1	pair coveralls (blue)(by request)
1	floater coat
1	winter parka
1	sweater with crest
1	set rain gear (by request)
1	pair seaboots
1	sou-wester hat (by request)

Auxiliary Employees

(a) *Short Term* (i.e. after the completion of 210 hours):

2	pairs coveralls (blue)
1	cap (white standard marine (mate) or blue, peaked ball type (Engineer, Deckhand, Oiler and Terminal Attendant) and badge
1	toque (by request)
1	pair of seaboots (if warranted by season)

(b) *Long Term according to classification* as outlined above.

NOTE:

(a) "*Long term auxiliary employee*": is defined as "*auxiliary employees who have completed fourteen hundred (1400) hours worked within a fifteen (15)-month period*".

(b) Female style clothing shall be supplied where appropriate for both regular and auxiliary employees.

- The clothing issue outlined above is subject to change according to LOU # 11.

APPENDIX #3

SHORT AND LONG TERM DISABILITY

Part I - Short Term Illness and Injury Plan

1.1 Eligibility

(a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six months of active service with the Employer.

(b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at seventy-five percent (75%) pay in any one (1) calendar year.

(c) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 work days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days entitlement, at seventy-five percent (75%) pay, and the remainder of the fifteen (15) weeks at two-thirds (2/3) of pay, not to exceed a maximum weekly benefit of two hundred and ten ($210) or the Employment Insurance maximum weekly sickness benefit, whichever is higher.

(d) (1) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled, to leave with pay up to one hundred and fifty-two (152) days for any one claim in lieu of benefits as outlined in Section 1.2.

(2) Employer and employee contributions and deductions for Superannuation and Employment Insurance during the period of absence will comply with statutory requirements.

(3) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by the WCB, less any voluntary deductions and those employee deductions referenced in (2) above.

(4) If the net take-home pay as calculated in (3) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take-home pay.

(5) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

(e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

1.2 Short Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed six (6) months from date of absence (Short Term Plan Period).

(b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following in descending order:

1. Accumulated sick leave credit under the old sick leave plan;
2. Compensatory Time Off (CTO);
3. Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
4. Vacation entitlement.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within fifteen (15) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within fifteen (15) consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six (6) months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working fifteen (15) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six (6) month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

(d) Where an employee is returning to work after a period of illness or injury and where the Rehabilitation Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

(a) a medical practitioner qualified to practice in the province of B.C.; or

(b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or

(c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:

(1) where it appears that a pattern of consistent or frequent absence from work is developing;

(2) where the employee has been absent for six (6) consecutive scheduled days of work;

(3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the STO2 and doctor’s certificates referenced above, where the Employer requires a medical assessment from the employee’s physician specifying the employee’s employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for fifty percent (50%) of the cost of the medical assessment.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

1.5 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter (¼) day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

(a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;

(b) any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);

(c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

(1) one hundred percent (100%) of pay; or

(2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

(a) receiving designated paid holiday pay;

(b) engaged in an occupation for wage or profit;

(c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;

(d) serving a prison sentence;

(e) on suspension without pay;

(f) on paid absence in the period immediately preceding retirement;

(g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

(1) educational leave;
(2) general leave of absence not exceeding 30 days;
(3) maternity leave, parental leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven month period remaining from the scheduled date of return to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

1.8 Entitlement

For the purpose of calculating six (6) days per calendar year, one day shall be considered to be one (1) day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a prorated basis.

1.9 EIC Premium

The parties agree that the complete premium reduction from Human Resource Development Canada Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

1.10 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

Part II - Long Term Disability Plan

2.1 Eligibility

(a)

(1) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months active service in such a position.

(2) Where an employee is converted from auxiliary to regular status, plan coverage shall commence the earlier of (a)(1) above, or upon the completion of six (6) months of full time, unbroken employment from the date the employee qualified for Short Term Illness and Injury Plan benefits under Clause 31.13.

(b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the plan is a condition of employment.

2.2 Long Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months, including periods approved in Sections 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

(a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.

(b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

(1) 70% of the first $2300.00 of monthly earnings; and
(2) 50% of the monthly earnings above $2300.00.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first twenty-five (25) months of disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

(c) The Long Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(d) An employee in receipt of long term disability benefits will be considered an employee for purposes of Superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a Rehabilitation Committee established thereunder and will retain seniority rights should they return to employment within six months following cessation of benefits.

(e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for Superannuation will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability, because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first twenty five (25) months of disability except where accommodation has been made which enables an employee to work:

(1) in their own occupation, or
(2) in a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with Clause 27.5(a) at the employee's basic rate at the date of disability.

After the first twenty-five (25) months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or seventy-five percent (75%) of the basic rate of their own occupation, whichever is greater.

After the first twenty-five (25) months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five (75%) of the current rate of pay of their regular occupation at the date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-five (25) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c)

(1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the employee may earn in combination with benefits from this Plan up to one hundred percent (100%) of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed hundred percent (100%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"*Rehabilitative employment*" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reach hundred percent (100%) of the employee's earnings at the date of disability but in no event for more than twenty-five (25) months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by hundred percent (100%) of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-five (25) months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

2.4 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

(a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;

(b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;

(c) intentionally self-inflicted injuries or illness;

(d) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.5 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless they have completed twelve (12) consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1987.

2.6 Integration With Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

(a) any amount payable under the Workers' Compensation Act or Law or any other legislation of similar purpose; and

(b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and

(c) any amount of disability income provided by any compulsory act or law; and

(d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and

(e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

(1) 100% of basic pay; or

(2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay, subject to the following:

(1) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer’s share of total claim recovery.

(2) The existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee’s action or commencing an action on its own behalf respecting the benefits paid.

(3) Where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

This Section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

2.8 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

(a) at the end of the month in which the employee reaches their 65th birthday (60th birthday for correctional centre employees);

(b) on the date of commencement of paid absence prior to retirement;

(c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Pregnancy Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

2.11 Contributions

The cost of this Plan will be borne by the Employer.

2.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.13 Claims

(a) Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

(b)

(1) Written notice of an appeal must be submitted to the Plan Administrator within sixty (60) days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

(2) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have sixty (60) days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the sixty (60) day appeal period in (1) above will not commence until the claims paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the sixty (60) day period, the claim will be deemed to have been denied and the appeal period in (1) above shall commence.

(c) The expenses incurred by a Claims Review Committee will be paid by the Plan.

(d) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(e) LTD benefits received will be reduced by the same amount of Guaranteed Available Income for Need (GAIN) benefits received for the same period, except where the GAIN benefits received for that period are repaid to GAIN. Where the employee has been deemed eligible for GAIN benefits which exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Master Agreement.

2.17 Implementation by Regulation

The provisions of this Plan shall become part of a memorandum of agreement between the Parties and will be implemented by regulation.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

Part III - Joint Advisory Committee

There shall be a Joint Advisory Committee which shall consist of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union. The Employer and the Union may each appoint one alternate Committee member. The purpose of the Committee shall be to consider and make recommendations to the bargaining principals on all matters related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the bargaining principals on any questions which may arise related to interpretation or application of the wording of Appendix 3. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining principals.

Part IV - Rehabilitation

In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

(a) For the purpose of this Section, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Section 2.3(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternative suitable employment (GPSD7). An employee who fails to:

(1) sign the application form;

(2) make themselves reasonably available and co-operate with a reasonable rehabilitation/return to work process consistent with Rehabilitation Committee Principles;

(3) actively engage in a treatment program where the employee’s physician determines it to be appropriate to be involved in such a program shall have benefits suspended.

Prior to having benefits suspended, an employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for failing to meet the above obligations.

(c) The application shall be completed and returned to the Employer who shall within ten (10) work days forward the application to the Secretary. The Committee members shall be provided with copies of the application.

(d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

(1) if the application is properly before the Committee;

(2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;

(3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment.

(4) In considering modified, alternative or rehabilitative employment, the committee may provide advice and make recommendations to the Employer to return the incapacitated employee to work considering the following accommodations:

(i) modification of the duties of the employee's job;
(ii) flexibility in scheduling hours of work within existing hours of operation;
(iii) provision of technical or mechanical aids.

(5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, they shall be subject to Article 13 - Layoff and Recall of this Agreement.

(e)

(1) An employee in receipt of STIIP benefits, whose prognosis for return to work exceeds eight (8) weeks, may be referred to the Rehabilitation Committee if the Government Employee Health Services determines it is medically appropriate to do so.

(2) In those cases where a return to their own occupation is unlikely, employees may be referred, by either party to the Rehabilitation Committee while on STIIP. In such cases, Part IV (c), and (d) will apply.

(f) Where an employee has a physical occupational illness or injury, the Employer will, where feasible, accommodate the employee's incapacity so as to avoid a time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of Appendix 3.

(g) Where the Employer has concerns with a recommendation made in accordance with (d)(4) above, the concern will be reviewed with the Rehabilitation Committee.

MOU #1

BRIDGING COMMITTEE

The parties agree to form a Committee which will look at bridging formulas.

The Committee will be tasked with the following;

(1) To mutually agree on a system to be implemented to allow benefited auxiliaries to bridge their service with CTO and vacation time. The Committee will discuss how vacation will be credited and whether such credits could be applied in advance.

(2) The Committee will report their findings to the Bargaining Principles for final disposition and the decision will become part of the Collective Agreement as an MOU.

(3) The Committee will meet within ninety (90) days of the Collective Agreement being ratified.

(4) In the event the parties are unable to come to a resolve, the parties agree that Vince Ready or Stan Lanyon will be appointed to mediate the matter.