

Memorandum of Agreement
Between
BC Ferries Services Inc. (“the Company”)
And
BC Ferry & Marine Workers’ Union (“the Union”)

WHEREAS the Company and the Union (“the Parties”) wish to detail a process in the event exempt staff are required to perform bargaining unit work and amend the Collective Agreement; and proactively agree on how they will address future issues that might arise.

The Parties agree to the following process:

1. Crewing will exhaust all qualified in POA Bargaining Unit substitution or Staffing Pool placements at straight time and overtime time, on a daily basis.
2. Where practicable, Crewing will exhaust all known qualified out of POA Bargaining Unit substitution or Staffing Pool placements, as practicable, at straight time and overtime (i.e. overtime abutting a shift, day of rest overtime, etc.).
3. If there is no Bargaining Unit relief available, Crewing or a Company Rep will notify the applicable Local Union Representative that an Exempt Employee will be working in a Bargaining Unit position (No Bargaining Unit employees available for assignment, name of the exempt employee and duration of assignment.) The Company will endeavor to inform the Union verbally prior to the assignment in question.
4. Where practicable, Crewing will advise the on-watch crew (i.e. No Bargaining Unit employees available for assignment, Union notified, name of the exempt employee and duration of assignment.)
5. Upon written request, the Company will provide the Union, within 72 hours, the list of employee(s) and corresponding call result (refusal, no answer, etc.) with whom contact was attempted.

Disputes over Agreement:

- The Parties agree to meet one year after the signing of this memorandum, to confirm the timelines noted in point #5 meet the needs of the parties. The timeline may be amended by agreement of the Parties.
- In the event of a dispute over the terms of this Memorandum of Agreement, the Parties will attempt to resolve the issues locally.
- In the event that resolution is not reached either party may refer the dispute to expedited arbitration.

Collective Agreement:

- The Company recognizes the positions considered in the above noted process are Bargaining Unit positions and will remit to the Union dues of an amount commensurate with the basic pay of the bargaining unit position which is being filled by an exempt employee.
- With the exception of the provisions outlined above, all terms of the Collective Agreement will apply.

This agreement is made on a without prejudice and without precedent basis.



Union (BCFMWU)

September 20, 2023

Date



Company (BCF)

August 30, 2023

Date