

Memorandum of Agreement

BETWEEN:

BRITISH COLUMBIA FERRY SERVICES INC.

(the "Employer")

AND:

BC FERRY & MARINE WORKERS' UNION

(the "Union")
(collectively the "Parties")

WHEREAS:

- A. On July 11, 2023, Arbitrator Cathy Knapp issued a consent order ("Consent Order") relating to the Union's grievance dated November 9, 2022 concerning Accommodations Benefits ("Accommodations Benefits Grievance"). The phrase "Accommodations Benefits" is defined in the Consent Order.
- B. On December 14, 2023, the Union filed an unfair labour practice complaint at the BC Labour Relations Board ("Board") Case No. 2023-001643 ("ULP Complaint"). The Employer filed a response at the Board denying any breach of the *Labour Relations Code* ("Code") and denying that the Board had jurisdiction relating to address several of the issues raised in the ULP Complaint.
- C. On December 15, 2023, the Union filed a grievance, as a "defensive" measure relating to the issues set out in its ULP Complaint ("Defensive Grievance"). The Employer denied the Defensive Grievance.
- D. On December 15, 2023, the Union filed the Consent Order in the Supreme Court of British Columbia, pursuant to section 102 of the *Code*.
- E. On December 22, 2023, the Union applied to Arbitrator Knapp for a declaration that the Employer had breached the Consent Order. Arbitrator Knapp set the matter down for hearing on November 4 and 5, 2024 ("Consent Order Application").
- F. On December 22, 2023, the Union filed a Notice of Application at the Supreme Court of British Columbia, Vancouver Registry, File No. L230634 seeking an order that the Employer be found in contempt of the Consent Order and that the Employer be fined for its alleged contempt (the "Contempt Application"). The Employer responded to the

Notice of Application, inter alia, denying that the Employer was in contempt. The Contempt Application is set down for hearing on October 15, 2024.

- G. On January 12, 2024, the parties hereto entered into a Memorandum of Agreement relating to the Accommodations Benefits, effective February 1, 2024 to October 31, 2025.
- H. The Parties wish to fully and finally resolve the ULP Complaint, the Defensive Grievance, the Accommodations Benefits Grievance, the Consent Order Application and the Contempt Application on the terms set out below.

NOW THEREFORE, the Parties agree to the following terms as representing a full and final resolve to the ULP Complaint, the Defensive Grievance, the Accommodations Benefits Grievance, the Consent Order Application and the Contempt Application:

1. The Parties acknowledge that the trust between them has been damaged relating to the actions and communications by both Parties, and are committed to re-building that trust.
2. The Employer acknowledges that the Union is the exclusive bargaining agent for all bargaining unit employees and that the Employer cannot unilaterally change terms and conditions of employment set out in the Collective Agreement for any bargaining unit employee.
3. The Parties shall endeavour to re-build the trust between them by engaging in more productive and transparent communications with each other on a going forward basis, and shall treat each other with respect.
4. The Parties shall at all times honour the principle of confidentiality and shall endeavour not to breach confidentiality.
5. In terms of the Parties' dealings with the media and in public forums, the Parties acknowledge and recommit to the agreement they made pursuant to the Settlement Agreement entered into on February 14, 2022 over which Arbitrator Sims has retained jurisdiction.
6. The Parties also commit to not breaching confidential information when dealing with the media and in public forums, and to ensuring that any non-confidential information provided to the media or in public forums is true and is not misleading.
7. The Employer shall pay to the Union, on a *without prejudice* and *without precedent* basis, the total of \$15,000 as a contribution to the Union's training fund for the purpose of the Union providing training, in its sole discretion, to its employees and/or members of its executive.

8. The Employer shall provide a letter to employees, in the form attached to this Memorandum of Agreement, as Schedule "A".
9. The Union shall forthwith withdraw the ULP Application with the Board; and shall forthwith withdraw the Defensive Grievance.
10. The Union shall forthwith write to Arbitrator Knapp withdrawing the Consent Order Application. The consent order signed on July 11th 2023 will no longer be effective between the parties. The Union's Accommodations Benefits Grievance shall be considered fully and finally resolved.
11. The Union shall file a Consent Dismissal Order in the Supreme Court of British Columbia in relation to the Contempt Application, such that the Contempt Application shall be dismissed on a without costs basis; and the Union shall not take any further steps whatsoever with respect to the Consent Order filed at Court.

AGREED this __4th__ day of October 2024 by:

British Columbia Ferry Services Inc.



Dean Dobrinsky
Executive Director of Labour Relations

BC Ferry & Marine Workers' Union



Eric McNeely
Union President