

COLLECTIVE AGREEMENT

BETWEEN

**LAX KW'ALAAMS INDIAN BAND
(FOR THE OPERATION OF M/V NICOLA
LAX KW'ALAAMS FERRY SERVICE)**

AND

**CONSTRUCTION, MAINTENANCE & ALLIED
WORKERS BARGAINING COUNCIL OF BRITISH
COLUMBIA (CMAW)**

THREE YEAR AGREEMENT

COMMENCING MAY 1, 2011

EXPIRING APRIL 30, 2014

COLLECTIVE AGREEMENT

Between: LAX KW'ALAAMS INDIAN BAND
(For the operation of the M/V Nicola Lax Kw'alaams Ferry Service
Hereinafter referred to as the "Employer")

And: CONSTRUCTION, MAINTENANCE & ALLIED WORKERS
BARGAINING COUNCIL OF BRITISH COLUMBIA (CMAW)
(Hereinafter referred to as the "Union")

ARTICLE 1 PREAMBLE

Section 1 Purpose

The intent of this Agreement is the mutual interest of the Employer and the Employee, to provide for the operation of the Employer hereinafter mentioned under methods which will further to the fullest extent possible, the safety and physical welfare of the employees, economy of operation, quality and quantity of output, cleanliness of the workplace and protection of property. It is recognized by this Agreement to be the duty of the Employer and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

It is recognized the Employer's business is customer and cargo transportation. The Employer strives to deliver the utmost in customer satisfaction through service. It is the responsibility of the employees covered by this Collective Agreement to fulfill this objective.

Section 2 Mutual responsibilities

It is recognized by this Agreement to be the duty of the signatory Employer to explain fully the terms of this Agreement to all its' Officers, Foremen and others engaged in a Supervisory capacity and it is recognized to be the duty of the Signatory Union to explain fully to its' members, and its' their responsibilities and obligations under this Agreement.

Use of the masculine gender in this Agreement shall be considered also to include the feminine.

Section 3 No Interruption of Work

It is agreed that there shall be no Strike, walkout or interruption of work during the period of this Agreement. It is agreed that there shall be no Lockouts by the signatory Employer during the period of this Agreement.

Section 4 Human Rights Code

The Parties hereto subscribe to the principles of the Human Rights Code of Canada. Harassment is a grievable offence and may be dealt with through the Grievance Procedure, prior to being submitted to the Human Rights Board.

ARTICLE 2 BARGAINING AGENCY

Section 1 Recognition

- a) The Employer recognizes the Union as certified for a unit of its' regular employees as defined in the Agreement; and as the sole and exclusive "bargaining agent" for members of the Unit. The five (5) positions being the Chief Engineer, Mate, Oiler, Deckhand and Dispatcher/Reservations.
- b) If more regular full-time positions are required, in the future, in the operation of this ferry service these positions will become part of the bargaining unit.
- c) No employee shall be required or permitted to make an oral or written agreement with the Employer or its representatives which may conflict with terms of this Collective Agreement unless mutually acceptable.
- d) No employee shall consult with Lax Kw'alaams Band Council members on issues or concerns relating in the operation of the ferry service.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1 Management rights

The management of the operations of the Company and the direction and promotion of the employees are vested exclusively in the management of the Company, provided this will not be used for the purpose of unlawful discrimination against employees.

The Employer shall have the right to select its employees and to discipline them or discharge them for just cause.

ARTICLE 4 JOINT COMMITTEE

There will be a committee formed equally of labour and management consisting of two individuals from management and two from the Union.

This committee shall discuss matters arising under this agreement including issues relating to the work place which affect the parties and any employee bound by this agreement.

Union employees will be paid at their regular wage for the time of these meetings.

ARTICLE 5 UNION SECURITY

Section 1 Bulletin Board

The Employer will provide a bulletin board on the Company premises for the purpose of the Employer and the Union to post notices. It shall be the duty of the employees to check the bulletin boards at the start of their shifts.

Section 2 Check-off

Each new regular full-time Employee when hired by the Employer within one week (7 days) will be informed by the Employer that he/she is to contact the Union office or Shop steward for the purpose of becoming a Union member. The Employer agrees to deduct from full-time employees coming within the scope of this agreement, Union initiation fees, dues and assessments legally levied and in the amount communicated to the Employer from the Union from time to time. Deductions shall be made hourly and remitted by the Employer to CMAW Local 1735 by the fifteenth (15th) day of the month following the month in which the obligation arose.

For forwarding this service by the Employer the Union agrees to save the Employer harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

Section 3 Union Shop

- (a) Every employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company, save as hereinafter expressly provided.
- (b) The Union shall have elected Shop Stewards from among its members in the bargaining unit and shall notify the Employer in writing forthwith of such appointments and deletions of those employees as elected. The Employer will recognize Shop Stewards and not discriminate against them for lawful Union activity.
- (c) Shop Stewards shall not suffer a loss in regular pay as a result of their participation in the Grievance Procedure, Step 1 and Step 2. Where possible such participation will take place during the regular working shift.

Section 4 Union Security

- (a) This Agreement shall apply solely to Employees in the bargaining unit for which the Union is certified under the Canada Industrial Relation Board and shall be binding on the Employer and the Union and their respective successors and assigns.
- (b) All employees, presently members of the Union, shall as a condition of employment, remain members of the Union.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union prescribed herein. Notwithstanding the above, the Employer may in case of emergency, (e.g.; sickness on the job, injury) when no member of the bargaining unit is available. The Employer will provide a replacement until it is able to provide the required services from a qualified member of the bargaining unit.

- (d) The Employer will be permitted to contract out as long as it does not result in the lay-offs of employees of this bargaining unit.
- (e) A Union member shall have the right to wear or display the recognized insignia of the Union.
- (f) Representatives of the Union shall have access to the operations covered by this agreement in the carrying out of their regular duties, after first notifying the department head or manager: however, in no way will they interfere with the workers during working hours unless permission is granted. The Union representative may also consult with the Shop Steward at any time during working hours after notifying the department head or manager; such permission is not to be unreasonably denied.

ARTICLE 6 CATEGORIES OF EMPLOYEES

- (a) Regular Full-Time Employees: Are persons employed by the Employer whose duties fall within the bargaining unit and who have completed the probationary period.
- (b) Casual Employees: Is any person hired on an incidental and temporary basis to provide relief (holidays, sick leave, etc.) he/she will be carried on the casual employees' seniority list and be give first opportunity to qualify as a full-time employee as openings become available, providing he/she meets all Company qualifications and requirements.
- (c) Casual Employees are not members of the bargaining unit.

ARTICLE 7 TERM OF AGREEMENT

The Employer and the Union agree that they will abide by the articles of this agreement for a period of three (3) years, commencing at the signing of this agreement and year to year thereafter, subject to notice in writing within four (4) months period prior to the end of this Agreement and in any succeeding year, by either party desiring a change.

ARTICLE 8 RATES OF PAY

	Current	On Signing	On signing the 3 year agreement 5%
Chief Eng.	\$24.11/hour	\$25.32/hour	raise immediately and on the
Mate	\$23.52/hour	\$24.70/hour	anniversary of the signing an
Oiler	\$20.79/hour	\$21.83/hour	additional \$750.00 for only the
Deckhand	\$20.79/hour	\$21.83/hour	2 nd & 3 rd year of this agreement.
Dispatcher/ Reservations	\$1344.00/month	\$1411.20/month	

These rates of pay will take effect commencing on May 1, 2011.

ARTICLE 9 SENIORITY**Section 1 Principles**

Seniority shall mean the length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for all continuous service prior to certification of the bargaining unit. The Employer recognizes the principles of seniority in their application to the promotion, demotion, transfer, lay-off and recall of an employee, providing the employee has the qualifications and ability to perform the work

Section 2 Maintenance of Seniority

Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the bargaining unit for the purpose of seniority credit.

Section 3 Probationary Period

- (a) All employees newly hired for positions or vacancies shall be considered as probationary for the first ninety (90) calendar days.
- (b) Upon the successful completion of the probationary period, the employees name shall be placed on an employee seniority list effective from the first date of the probationary period.

Section 4 Seniority Lists

The Employer will post and maintain seniority lists. Up-to-date lists will be posted as of April 1st of each year. Copies of current lists will be provided to the Union. Such lists to state starting date of each employee. When an employee is terminated by the Employer for proper cause or he/she leaves by his/her own choice, he/she will be automatically struck from the seniority list.

Section 5 Termination of Seniority

An employee will be deemed to be terminated and he/she will lose all seniority rights and privileges and the Employer shall have no further obligation to the employee in the event that:

- (a) he/she voluntarily quits.
- (b) he/she is discharged for just cause;
- (c) they do not meet transport Canada requirements and prerequisite qualifications required by the Employer for employment on the vessel;
- (d) he/she is laid-off and not recalled for a period of six (6) months.

Section 6

Leave of Absence

- (a) When the requirements of the Employer's services will permit, any employee hereunder, upon written application to the Employer with a copy of said application to the Union may, if approved by the Employer be granted an unpaid leave of absence for a maximum of thirty (30) calendar days.
- (b) Such unpaid leave may be extended for additional periods of thirty (30) calendar days when approved by both the Employer and the Union, in writing and seniority may accrue during such extensions.
- (c) The Employer will grant unpaid leave to employees who have been elected or appointed to office in the Union, or who have been nominated, elected or appointed to Federal, Provincial, Municipal or Aboriginal office. It is not the intention of the Employer to grant lifetime leaves of absence.
- (d) The Band recognizes the potential conflict of interest and shall not employ in the bargaining unit persons holding office as elected members of the Lax Kw'alaams band Council. If employed in the bargaining unit prior to being elected, leave of absence shall be granted.

ARTICLE 10 **PAY PERIODS**

Section 1

Pay Cheques

Except as otherwise mutually agreed between the Parties, all employees covered by this Agreement shall be paid every two weeks, with a one week hold back of wages. The Employer will give each employee the option of direct deposit.

The Employer shall provide every employee with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employees. (Examples of deductions: E.I. Income Tax, Union Dues, etc)

ARTICLE 11 **ADDITIONAL PAID & UNPAID TIME**

Section 1

Jury Duty/Selection

Any regular full-time employee who is required to perform Jury Duty on a day which he/she would normally have worked shall not be reimbursed by the Employer. The employee will be required to furnish proof of such jury service. Hours paid for such Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays. For the purpose of jury selection the Employer will pay up to one (1) days pay providing he/she was on the shift schedule to work and that proof of being engaged in the court proceedings.

These hours will not be used for computing overtime.

Section 2 Bereavement Leave

When death occurs to a member of a regular employee's immediate family, the employee will be granted an appropriate leave of absence and he/she shall be compensated at his/her regular straight-time hourly rate for hours lost from his/her regular schedule for a maximum of three (3) days.

- (a) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brother, sister, sons, daughter, step-children, mother-in-law, father in-law, step-parents, grandparents, and grandchildren.
- (b) Compensable hours under the terms of this section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 3 Sick Leave

The Employer will grant each regular full time employee one (1) day of paid sick leave every one (1) month for a maximum of twelve (12) days sick leave with pay in a calendar year not to be cumulative.

The sick days are on a monthly basis and if not taken the employee will be paid out the one day sick leave due to him/her for that month.

Payments for sick days will be at 7.5 hours for two sailing trips and 3.75 hours for one sailing trip respectively for the day.

- (a) The Employee must provide a doctor's note.
- (b) If there is a charge by the attending physician at the doctor's office or emergency the Employer will pay for that fee.
- (c) It is the sole responsibility for the employee to obtain the doctor's note at the time of their appointment.
- (d) There will be no other financial cost to the Employer for obtaining the doctor's note by the Employee.

Section 4 Parental Leave

Unpaid parental leave shall be granted.

ARTICLE 12 STRIKES, LOCKOUTS AND PICKET LINES

Section 1 No Strike - No Lockout

During the term of this Agreement, there shall be no lockout by the Employer or any Strike, sit down, or work stoppage by the members of the Bargaining Unit.

Section 2 Emergency Services

The parties recognize that in the event of a strike or lockout situations may arise of an emergency nature. To this end the Employer and the Union will agree to provide services of an emergency nature. This is clearly defined under Schedule A of this Agreement Letter of Understanding (Maintenance of Activities Agreement).

Section 3 Protection of Rights

It shall not be a violation of this Agreement, or cause for discharge of any employee, in the performance of his/her duties to refuse to cross a picket line recognized by the Union. The Union shall notify the Employer immediately of the existence of such recognized picket line.

ARTICLE 13 HOURS OF WORK AND OVERTIME

Section 1 Hours of Work

- (a) It is understood that a work week will be from Sunday 0001 hours to Saturday 2400 hours.
- (b) The Employer shall determine the hours of operation of the vessel.

Section 2 Work Schedule

- (a) An employee's primary function will be to perform the work of his or her normal classification or trade. The Employer can assign an employee any additional functions or activities as a regular or temporary part thereof.
- (b) Work schedule for regular employees shall be posted in advance of the starting date of a new schedule.

Section 3 Overtime

It is understood by both parties that overtime work is not the desire of either party, but is a condition peculiar to the transportation industry.

- (a) Any time worked in excess of forty (40) hour work week shall be paid at the rate of time and one-half (1 ½) the employees' rate.
- (b) Any employee working in excess of eight hours (8) in one day shall be paid at time and a half (1 ½) of his regular rate.

ARTICLE 14 WORKING CONDITIONS

Section 1 Working Conditions

- (a) The Employer agrees to post all the Employer's working rules on the Bulletin board. Any rule changes shall also be posted.

- (b) The Employer agrees to provide training where applicable.
- (c) Where an Employer policy is added or deleted or revised and where the policy applies to an employee of the Employer, such policy it will be discussed with the Union prior to implementation.

ARTICLE 15 LAY-OFF, RECALL AND SEVERANCE

Section 1 Lay-Off Procedure

If a reduction in the work force is necessary, the following procedure shall be adopted: the employee with the least amount of seniority in any classification will be the first laid-off from the job, but they displace an employee in the same or lower classification with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority.

Section 2 Lay-Off Notice

All regular Employees shall be given two (2) weeks notice unless circumstances arise beyond the Employer's control.

Section 3 Recall

Any regular full-time employee with ninety (90) calendar days or more of service, who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of six (6) months.

Section 4 Severance Pay

In the event of a permanent separation of employment, except for just and reasonable discharge, severance pay shall be paid to employee's who have service of one (1) or more years of continuous service with the Employer. The amount of severance pay shall be one (1) week at the employee's regular salary for each year of continuous service, to a maximum of five (5) weeks pay. Severance pay shall not apply when an employee is laid-off, is on long term disability or voluntarily quits.

ARTICLE 16 PAID FOR DAY OF ACCIDENT

Section 1 Employees

If an employee, after starting work meets with an accident which incapacitates him/her from carrying out his/her duties, he/she shall be paid for his/her full day's pay for the day of injury, providing he/she is not in receipt of compensation from the Workers' Compensation Board for that day.

ARTICLE 17 CLASSIFICATION

Section 1 Pay Change

- (a) When an Employee from a higher rated classification is requested to work temporarily or until permanently reclassified at a lower rated classification, he/she shall continue to be paid at the rate paid for the higher rated classification. .
- (b) When an employee from a lower-rated classification is requested to work in a higher-rated classification he/she shall be paid for the time worked at the higher rate.

ARTICLE 18 HOLIDAYS

Section 1 List of Statutory Holidays

(1) New Year's Day (2) Good Friday (3) Victoria Day (4) Canada Day (5) Aboriginal Day (6) Labour Day (7) Thanksgiving Day (8) Remembrance Day (9) Christmas Day (10) Boxing Day for a total of ten (10) stats.

Section 2 Pay for Statutory Holiday Work

Overtime shall be paid for all work performed during statutory holidays at two point five (2.5) of the hourly rate. If the employee is not working and meets the qualifying conditions he shall be paid according to his scheduled hours which may be seven point five (7.5) hours or three point seven five (3.75) hours at a straight time rate.

Section 3 Qualifying Conditions

- (1) An Employee must have been on the payroll for not less than thirty (30) days just preceding the Holiday in order to be paid for such Holiday.
- (2) The Employee must have worked his/her scheduled day before, and his/her scheduled day after, such Holiday, unless failure to work his/her scheduled day before or after the Holiday was due to any of the following events.
- (3) When the employee is on a regular authorized paid vacation.
- (4) When an employee is unable to work by reason of an industrial accident as recognized by the Workers' Compensation Board or any non-occupational sickness or injury as acknowledged by a physician in writing.
- (5) When the employee is on a leave of absence granted by the Employer for further training with exception of leave granted under ARTICLE 9, Section 6 (a) & (b).

ARTICLE 19 VACATION

No later than February 15th of each year, the Employer shall require employees to apply for his/her vacation at a time same is desired, and such request must be completed by March 15th of each year. The Employer will then post the Holiday schedule by April 1st of each Year and employees' Holidays shall be scheduled in order of Seniority. Once such list is completed, vacations shall not be altered except by mutual consent of the Employee and the Employer.

- (i) An Employee's anniversary date of original hiring shall be used as the date to calculate an Employee's vacation entitlement and payment.

ALL REGULAR EMPLOYEES TO QUALIFY FOR THE FOLLOWING:

After (1) Year	- 2 weeks	- four percent
After (5) Years	- 3 weeks	- six percent
After (10) Years	- 4 weeks	- six percent
After (20) Years	- 6 weeks	- six percent

The regular Employees will receive the percentage of gross earnings as Holiday pay as indicated in the table above, and is required to take the indicated time-off in accordance with this Agreement.

- (ii) In the event of an Employee leaving the employment of the Employer before he/she is entitled to two (2) weeks vacation, he/she shall receive four (4) percent of the employees gross earnings received while in the employ of the Employer.

ARTICLE 20 GRIEVANCE PROCEDURE

In the case of any dispute arising regarding the interpretation of this Agreement which the Parties hereto are unable to agree to settle between them as outlined in the Grievance Procedure, the matter shall be determined by Arbitration.

Section 1 Rules

- Step 1: Upon an Employee becoming aware of an alleged Collective Agreement violation the grievance shall first be taken up between such employee and a Company representative. The Employee will be entitled to be represented by a Shop Steward or Union representative.
- Step 2: Failing settlement under Step 1, such grievance shall be taken up between a representative of the Union and the Employer within seven (7) days after receiving such decision.
- Step 3: If the resident manager and the local Union are unable to come to a satisfactory settlement within five (5) days, the question may within fourteen (14) days, may be referred to Arbitration. The arbitration shall be conducted before a single arbitrator.

Section 2 Time Limits

- (a) In the event a grievance has not advanced within thirty (30) days of the date of the infraction then the grievance shall be deemed to be abandoned and all rights of recourse under this Agreement in respect of this grievance shall be at an end.
- (b) The time limits may extended by mutual consent.

Section 3 Arbitration Procedure

Failing satisfactory settlement of the grievance at Step 3 within fourteen days, the matter shall then be referred to arbitration. The arbitration shall be conducted before a single arbitrator.

Upon failure to agree in the selection of an arbitrator, the matter will be referred to the Minister of Labour with the request to appoint an arbitrator.

It is understood that the function of the Arbitrator shall be to interpret and apply this Agreement. The Arbitrator shall have no authority to add or subtract from or to modify and extend any of the terms of this Agreement or any Agreement made supplementary hereto except by mutual consent of the Employer and the Union.

Time is of the essence in pursuing grievances under this Article. Any time limits specified in the grievance procedure may be modified by mutual agreement.

The Employer and Union will share equally the expenses and fees of the Arbitrator.

ARTICLE 21 MEDICAL EXAMINATION

It is agreed and understood that all employees covered by this Agreement undergo a medical examination at the Employer's expenses as per the Seafarer's Medical within Transport Canada's guidelines.

ARTICLE 22 SAFETY

- (a) Safety and safe work practices are declared to be a fundamental concern for the employees and the Employer. The employees and the Employer shall co-operate to achieve a safe working environment.
- (b) It shall be the duty of the employee to report to the Captain of the Ferry all safety and/or mechanical defects on the equipment which they have operated.
- (c) A log book shall be maintained on the ferry.
- (d) Safety Committee shall be established to strictly address safety concerns.
- (e) Coveralls will be provided for the employees with the safety insignia. Maintaining the coveralls is the responsibility of each employee.

- (f) Work safety boots allowance of one hundred dollars (\$100.00) will be paid by the Employer every two (2) years upon receiving a receipt from the Employee.

ARTICLE 23 TRAINING

- (a) An employee shall be granted leave with pay to take courses to meet Transport Canada regulation at the request of the Employer. The Employer shall bear the full cost of the course, including tuition, entrance or registration fees, course required books, necessary travelling and meal allowance at a rate of \$55.00 per day, and other legitimate expenses where applicable. Leave will also be granted to allow employees time to write examinations. Fees are to be paid by the Employer when due. Prior to the start of training all arrangements will be made by the Employer.
- (b) Upon an application by the Employee the Employer will consider all work career related courses and/or training as requested. This will solely be at the discretion of the Employer.

ARTICLE 24 DURATION. CONTINUATION AND NOTICE TO BARGAIN

Section 1

This agreement shall be for the period from and including May 1, 2011 to and including April 30, 2014, and from year to year thereafter subject to the right of either party to the agreement within four (4) months immediately preceding the date of expiry of this agreement, or immediately preceding the anniversary date in any year thereafter, by written notice to require the other party to the agreement to commence collective bargaining.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of the agreement or a new Collective Agreement.

Section 2 Term of Agreement

The starting date of this agreement is upon completion of these negotiations. The term shall be for a period of three years commencing on the signing of this agreement by both parties on May 1, 2011 and ending on April 30, 2014.

LAX KWALAAMS INDIAN BAND (EMPLOYER)

Per *Barry Rea*
Authorized Signatory

April 13, 2011
Date

Per *[Signature]*
Authorized Signatory

APRIL 13, 2011
Date

Per _____
Authorized Signatory

Date

**CONSTRUCTION, MAINTENANCE & ALLIED WORKERS
BARGAINING COUNCIL OF BRITISH COLUMBIA (CMAW UNION)**

Per *Jan M...*
Authorized Signatory

April 13, 2011
Date

Per *[Signature]*
Authorized Signatory

April 13, 2011
Date

Per *[Signature]*
Authorized Signatory

April 13, 2011
Date

MAINTENANCE OF ACTIVITIES AGREEMENT

Between: LAX KW'ALAAMS INDIAN BAND
(For the operation of the M/V Nicola Lax Kw'alaams Ferry Service
Hereinafter referred to as the "Employer")

And: CONSTRUCTION, MAINTENANCE & ALLIED WORKERS
BARGAINING COUNCIL OF BRITISH COLUMBIA (CMAW)
(Hereinafter referred to as the "Union")

WHEREAS

A. The Employer operates the Lax Kw'alaams Ferry Service (the "Service") which is the sole, accessible transportation link for the vast majority of residents/members of the travelling public and goods and services providers between the Village of Lax Kw'alaams and Prince Rupert.

THEREFORE the Parties agree on an interim basis as follows:

1. During the term of a strike, the Ferry Service will operate two (2) round-trip sailings on two (2) days of the week. The specific days of the week on which the two (2) round-trip sailings will occur will be determined at the sole discretion of the Employer and is subject to change from week to week.
2. The employees will be paid from the start of the work day to the end of the work day on scheduled days of operation of the ferry for the duration of the strike. It is also understood that the employees will remain on the ferry for the entire time they are being paid and to perform functions as required by management.
3. The Employer will determine the manning required to operate the Ferry Service. It is expected, however, that the regular full complement of the bargaining unit employees will work on these sailings.
4. The Union will cooperate with the Employer including by not unreasonably refusing to provide consent where sailings additional to those set out in Article 1 above are required to prevent an immediate and serious danger to the safety or health of the public.
5. In the event of a lockout by the Employer this Maintenance of Activities agreement shall not be in effect.
6. This Agreement is made on a without precedent basis and will not be used against the Employer or the Union in any proceedings before the Canada Industrial Relations Board.

LAX KW'ALAAMS INDIAN BAND (EMPLOYER)

Per Bunny Rice
Authorized Signatory

April 13, 2011
Date

Per [Signature]
Authorized Signatory

APRIL 13, 2011
Date

Per _____
Authorized Signatory

Date

**CONSTRUCTION, MAINTENANCE & ALLIED WORKERS
BARGAINING COUNCIL OF BRITISH COLUMBIA (CMAW)**

Per [Signature]
Authorized Signatory

April 13, 2011
Date

Per [Signature]
Authorized Signatory

April 13, 2011
Date

Per [Signature]
Authorized Signatory

April 13, 2011
Date