
COLLECTIVE AGREEMENT

between

VANCOUVER DRYDOCK COMPANY LTD.

and

**MARINE WORKERS' & BOILERMAKERS' INDUSTRIAL UNION,
LOCAL NO. 1**

MARCH 1, 2013 – FEBRUARY 28, 2018

1. **UNION RECOGNITION**

It has been agreed by all Unions certified to VPSI's North Vancouver operations, that the Marine Workers' and Boilermakers' Industrial Union will be the exclusive representative of all unionized employees, present and future, of Vancouver Drydock Company Ltd.

2. **UNION SECURITY & REPRESENTATIVES**

- (a) Each employee covered by this agreement shall as a condition of employment, be and remain or become and remain a member of the Union.
- (b) Upon written authorization from the employee, the Company will deduct Union initiation fees, dues and assessments from the wages of each employee and remit same to the Union monthly, together with a list showing the amount deducted for each employee.
- (c) The Company shall recognize a Shop Steward elected by the employees, or appointed by the Union.

3. **MANAGEMENT RIGHTS**

The Union recognizes that the management and the operation of the Company, and the direction of the work force is vested exclusively in the Employer and that the Company shall have the right to select its employees and to discipline or discharge them for just and reasonable cause, provided that such rights are not exercised in a manner contrary to the Collective Agreement and subject to the right of the Union or employee to grieve as provided in Article 6 of this Agreement.

4. **HOURS OF WORK**

- (a) **Day Shift** - 7 3/4 working hours/day - Normally commencing at 7.00 a.m., but with one (1) hour flexibility for earlier starting times (prescheduled) as may be required to meet specific job requirements for drydocking and undocking.
- (b) **Afternoon Shift** - 7 1/2 working hours/day. Shift differential of \$2.50 per hour earned.
- (c) **Graveyard Shift** - 7 working hours/day. Shift differential of \$3.80 per hour earned.
- (d) Thirty minute unpaid meal break to be provided each shift, normally commencing (on day shift) at 12.00 p.m. Employees to receive thirty (30) minutes pay at straight time rate if directed to take lunch break at other than normal time. (See Article 10 (d) Work Breaks)
- (e) Overtime is at double time (2X), and employees will select one of the following three options:
 - 1. One hundred percent (100%) cash - no time off;
 - 2. One hundred percent (100%) time off - no cash;

3. Fifty percent (50%) cash and fifty percent (50%) time off.

Time off will be taken in multiples of full shifts by:

1. Company designation, i.e., The Company may require an employee to exercise his vacation overtime if the alternative is for that employee to be laid off;
2. Mutual agreement between the Parties.

Employees who gain seniority standing on the Core Group seniority list on or after August 20, 2013, may only carry over one-hundred and sixty (160) hours of banked time. Unused bank time will be paid out annually.

Employees shall receive pay credits while taking Vacation Overtime and annual vacation.

- (f) **Overtime Meals** - employees working more than two (2) hours overtime immediately following the regular shift will be provided with a paid thirty (30) minute meal break and will receive a \$15.00 meal allowance. Such entitlement shall re-occur every four (4) hours thereafter.
- (g) Employees called in, after their regular shift, shall be paid a minimum four (4) hours at the overtime rate (this does not apply to pre-scheduled overtime). For employees called in to dock or undock a vessel, the minimum payment shall be two (2) hours, instead of the four (4) hours.
- (h) Employees who work continuous overtime after completion of their regular shift are to have (9) hours free from work between the time they finish such overtime and the start of their next regular shift.
- (i) Employees who are notified to report for work on a regular shift, and do so, shall receive a minimum of two (2) hours pay.
- (j) Employees who start work on a regular shift shall be guaranteed four (4) hours pay, except if for reasons beyond the control of the Company, such as plant breakdown or inclement weather, it is necessary to cease partial or full operations, employees may be sent home and paid only for the time worked with a guarantee of two (2) hours pay.
- (k) Employees injured on the job and sent home on WCB, will be paid for the balance of the shift.

5. **NO DISRUPTION OF WORK**

- (a) The Union agrees that there will be no strikes or any other activity on the part of the Union or the employees which will halt, limit, disrupt or interfere with the normal operations at the drydock, during the life of this agreement. It is specifically agreed that all disputes will be settled by normal arbitration, as per Article 6 or, at the request of either party, expedited binding arbitration utilizing Mr. John Thorne (or agreed alternate) as sole Arbitrator.

- (b) The Company agrees that there will be no lockout of employees during the life of this agreement.

6. GRIEVANCE & ARBITRATION PROCEDURES

- (a) Any grievances alleging violation of the collective agreement must be initiated in writing within thirty (30) days.
- (b) The parties shall then meet within ten (10) days to attempt resolution of grievance, failing which, the dispute may then be referred to a three (3) person Arbitration Board for a binding decision (Note: a single Arbitrator or expedited arbitration may be used instead).

7. SENIORITY

- (a) In accordance with the normal docking crew training program, the probationary period for new employees is one hundred and twenty (120) days worked.
- (b) Layoff and recall to be on basis of Company seniority, provided qualifications, experience and demonstrated ability are equal.
- (c) Recall period is two (2) years, after which seniority is lost.
- (d) Employees to be given one (1) hour notice of layoff. Union Office or Shop Steward to be notified prior to 10:00 a.m. on the day of layoff.
- (e) With mutual agreement which will not be unreasonably withheld, the Company may name request a Chargehand who has been trained by Vancouver Drydock and has previously demonstrated supervisory experience for the project/job intended.
- (f) The Company shall have the right to temporarily retain a junior employee, including a Chargehand, out of seniority if, at the time of lay-off, the employee junior to those being laid off is engaged in a short-term specific job. If the specific short-term job lasts longer than one (1) week the matter will be discussed between the Parties and by mutual agreement, which will not be unreasonably withheld, the junior employee may be retained to the end of the specific short-term job. At the end of the short term specific job the junior employee will be laid off.
- (g) When the Company increases the workforce and the current seniority list in the applicable classification is fully employed, the Company may on occasion name request qualified and suitable members from the Union for dispatch. The name request will be granted provided the request is in accordance with the current dispatch procedure of the applicable Union. Granting the request will not be unreasonably withheld.

8. STATUTORY HOLIDAYS

- (a) The following days are to be recognized as Statutory Holidays by the Company

and any work performed on these days shall be paid at double time rates:

New Year's Day	Canada Day	Remembrance Day
Family Day	Good Friday	B.C. Day
Christmas Day	Easter Monday	Labour Day
Boxing Day	Victoria Day	Thanksgiving Day
One Floating Day (to be observed in the Christmas period)		

- (b) Statutory holidays falling on a Saturday or Sunday shall be observed on the Monday and/or Tuesday next following.
- (c) Statutory holiday pay will be calculated as five point four percent (5.4%) of gross earnings and shall be added to each employee's pay each pay period.

9. VACATIONS

- (a) The vacation year shall be from the first pay period in July to the last pay period in June.
- (b) All employees covered by the agreement with less than two (2) years service with the Company, shall receive vacations in accordance with the Employment Standards Act - 4% of gross earnings.

Otherwise, entitlement is as follows:

2 years or more	- 3 weeks	- 6% of gross earnings
8 years or more	- 4 weeks	- 8% of gross earnings
15 years or more	- 5 weeks	- 10% of gross earnings
20 years or more	- 6 weeks	- 12% of gross earnings
25 years or more	- additional 1 day/.4% per year to a maximum of 35 days/14% of gross earnings.	

- (c) Vacation pay to be calculated on basis of pay periods, of which the employee must work at least five (5) days to count (excepting time off on WCB or Weekly Indemnity).
- (d) Each June, all employees on payroll will be given an option as to whether they wish to accumulate vacation pay or be paid vacation pay each pay day. New employees shall be given this option upon hiring.

10. GENERAL PROVISIONS

(a) Productivity

The Union and employees shall co-operate with the Company to the fullest extent to increase production and facilitate completion of all jobs in the best possible time. To achieve this, it is specially agreed that all employees will work together as a team and render whatever assistance may be necessary to each other, at any time while not engaged in their own primary task.

(b) **Bereavement Pay**

In case of death in the immediate family of a non-probationary employee, such employee shall be granted leave-of-absence for the purpose of arranging or attending a funeral, to a maximum of three (3) consecutive working days, with full pay. Immediate family shall mean spouse, children, parent, step-parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchildren.

(c) **Jury Duty**

All the time lost by an employee due to necessary attendance on jury duty or on call for jury duty or when required to attend court by subpoena, as a crown witness (provided such court attendance is not occasioned by the employee's private affairs) shall be paid for at the difference between his regular pay and the amount he receives for such jury duty, provided however, that any such employee shall make himself available for work before or after being required for such jury duty whenever practicable.

(d) **Work Breaks**

There shall be one (1) work break of ten (10) minutes in the first half of each, shift worked. Employees are to take their break at the nearest coffee station to their work area.

(NOTE: The second ten (10) minute work break is skipped and the shift ends fifteen (15) minutes early with pay.)

(e) **Dirty Money**

Premium of twelve percent (12%) per hour. Not applicable when part of normal duties for classification.

(f) **Loss of Tools**

The Company will replace employees' personal tools with tools of equal value in cases where it can be verified that the tools were lost, damaged or stolen other than by employee negligence during, or in connection with, the employee's employment duties. Each employee shall provide an inventory of his tools on a form supplied by the Company to be eligible for replacement. This list to be made up on Company time.

(g) **Plant & Safety Rules**

The Company's Plant and Safety Rules will be incorporated into booklet form and given all employees or posted in a conspicuous place. Such rules will not be inconsistent with the Collective Agreement and any violation of same will be subject to disciplinary action.

11. **SEVERANCE PAY**

All employees forced to retire because of ill health, by reaching retirement age or qualifying for Union Pension on retirement, shall be entitled to severance pay as follows:

- less than 5 years service - 1 day per year
- 5 years to 10 years service - 10 days

- 10 years to 20 years service - 1 day/year (minimum 15 days)
- greater than 20 years service - 1 day/year (if age 60 or over,
minimum 30 days)

Employees terminated directly as a result of permanent full or permanent partial yard closure would be entitled to receive severance pay calculated at one week per year of service, instead of at the above rate.

In cases where an employee has earned severance pay but dies before retirement, the severance pay will be paid to his/her designated beneficiary.

12. WELFARE & PENSION

- (a) Company to remit one hour's contribution for each vacation and statutory holiday hour earned.
- (b) Contribution remittances to Union plans shall be made by the Company monthly together with a list of the employees and the number of hours earned by each.
- (c) Any rebate of UIC premiums will be retained by the Company to offset increased plan costs. Should, in any contract year, the UIC rebate exceed the negotiated increase in employer costs under this Article, then the difference would be paid directly to the Union plan.

13. WAGE RATES, WELFARE & PENSION CONTRIBUTIONS, TOOL & CLOTHING ALLOWANCE

<u>SKILLED TRADES</u>	Mar 1/13	Mar 1/14	Mar 1/15	Mar 1/16	Mar 1/17
Wage Rate	\$37.80	\$38.75	\$39.71	\$40.91	\$42.13
Welfare & Pension	\$6.40	\$6.60	\$6.80	\$7.00	\$7.20
Tool & Clothing	<u>.35</u>	<u>.35</u>	<u>.35</u>	<u>.35</u>	<u>.35</u>

DOCKING CREW

Wage Rate	\$35.59	\$36.48	\$37.39	\$38.51	\$39.67
Welfare & Pension	\$6.40	\$6.60	\$6.80	\$7.00	\$7.20
Tool & Clothing	<u>.35</u>	<u>.35</u>	<u>.35</u>	<u>.35</u>	<u>.35</u>

* Tool and Clothing Allowance would be reduced by eleven cents if coveralls supplied.

CHARGEHAND RATE

Journeyman rate plus 9%

14. MONETARY PACKAGE

Wages, & Health, Welfare and Pension Increases

	<u>Wages</u>	<u>HW& P</u>
March 1, 2013	2.0%	20¢
March 1, 2014	2.5%	20¢
March 1, 2015	2.5%	20¢
March 1, 2016	3.0% or COLA**, whichever is greater, to a max of 5%	20¢
March 1, 2017	3.0% or COLA**, whichever is greater, to a max of 5%	<u>20¢</u>
		\$1.00

**In the event the average annual all items Vancouver CPI exceeds 3.0% in the year prior to the contractual increase the wages will be increased by the amount above 3.0% to maximum of 5.0%.


15. DURATION

- (a) This Agreement shall be in force and effect to February 28, 2018 and shall continue from year to year thereafter subject to the right of either Party, within four (4) months immediately preceding the expiry date or the anniversary date in any year thereafter, by written notice to the other Party, to require collective bargaining to commence with a view to bargaining a renewal Agreement.
- (b) Should either Party give written notice to the other Party to commence bargaining as per (a) above, this Agreement shall continue in full force and effect until a strike or lockout actually commences, or the Parties conclude a renewal Agreement.
- (c) The operation of Section 50(2) and (3) of the BC Labour Code is hereby excluded from the operation of this Agreement.
- (d) It is specifically agreed by the Union that in the event of a labour dispute, picketing would be restricted to the Panamax Floating Drydock and would not occur at the normal place of business (i.e. Vancouver Shipyards Co. Ltd. 50 Pemberton Avenue, North Vancouver).

DATED AT NORTH VANCOUVER THIS 8 DAY OF October 2013.

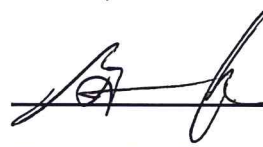
SIGNED ON BEHALF OF:

VANCOUVER DRYDOCK COMPANY LTD.



Fraser Blair

MARINE WORKERS & BOILERMAKERS
UNION, LOCAL 1



George MacPherson