

**COLLECTIVE AGREEMENT**

**MARINE CANADA ACQUISITION INC. (dba SeaStar Solutions)**

**AND**

**UNIFOR, LOCAL UNION NO. 114**

**1 September 2015 – 31 August 2020**

---

ARTICLE 1 -	PURPOSE OF AGREEMENT	2
ARTICLE 2 -	RECOGNITION AND SCOPE	3
ARTICLE 3 -	RELATIONSHIP	4
ARTICLE 4 -	MANAGEMENT RIGHTS	5
ARTICLE 5 -	UNION DUES	6
ARTICLE 6 -	UNION REPRESENTATION	7
ARTICLE 7 -	HOURS OF WORK	8
	7.01 Hourly Employees	
	7.02 Time Clocks	
	7.03 Salaried Employees	
ARTICLE 8 -	REPORTING ALLOWANCE	10
ARTICLE 9 -	CALL-IN-PAY	11
ARTICLE 10 -	BEREAVEMENT LEAVE	12
ARTICLE 11 -	WAGES	13
ARTICLE 12 -	PENSION AND RRSP PLAN	14
ARTICLE 13 -	SEVERANCE PAY	15
ARTICLE 14 -	PLANT HOLIDAYS	16
ARTICLE 15 -	VACATION	18
ARTICLE 16 -	LEAVE OF ABSENCE	24
ARTICLE 17 -	JURY AND WITNESS DUTY	25
ARTICLE 18 -	SENIORITY	26
	18.02 Probationary Period	
	18.09 Layoff	
	18.10 Job Vacancies	
	18.11 Temporary Employees	
	18.12 Bumping Rights	
	18.13 Recalling Employees	
ARTICLE 19 -	DISCHARGE AND DISCIPLINARY ACTION	31
ARTICLE 20 -	GRIEVANCE PROCEDURE	32
ARTICLE 21 -	ARBITRATION	34
ARTICLE 22 -	INJURED EMPLOYEES	35
ARTICLE 23 -	INSURANCE - Benefits	36
ARTICLE 24 -	SAFE RETURN TO WORK	39
ARTICLE 25 -	HEALTH, SAFETY & ENVIRONMENT	40
ARTICLE 26 -	BULLETIN BOARDS	42
ARTICLE 27 -	EDUCATION	43
ARTICLE 28 -	TECHNOLOGICAL CHANGE	46
ARTICLE 29 -	CONTRACTING OUT	47
ARTICLE 30 -	UNION - MANAGEMENT COMMITTEE	48
ARTICLE 31 -	NEGOTIATING COMMITTEE	49
ARTICLE 32 -	LEADER PREMIUM LEVELS	50
ARTICLE 33 -	DURATION OF AGREEMENT	52

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01           The purpose of this Agreement is to set forth and establish an amicable method of settling any differences, which may arise between the parties, and to set forth the conditions of employment to be observed by the Employer and the Union.

## ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all Marine Canada Acquisition Inc (dba SeaStar Solutions) employees at 3819, 3831, and 3971 No. 6 Road, Richmond, B.C., as described in the certification issued by the Labour Relations Board.
- (b) Nothing in this provision would restrict the Union from pursuing an application for successorship through the B.C. Labour Relations Board nor from responding, through the appropriate certification process, to a request from the employees of a tenant, sub-tenant or co-tenant for representation.
- 2.02 The Employer recognizes that duly appointed Representatives of UNIFOR, Local Union No. 114 are authorized to act on behalf of the Union for the purpose of monitoring, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.03 Employees who are not members of the bargaining unit shall not perform work on any jobs that are included in the bargaining unit except in cases of instruction, the introduction of new machinery, product launches or emergency when regular employees are not available.
- 2.04 When conflicting requests or instructions are given to employees, the employee shall accept the instruction and direction from the most immediate supervisor readily available on site, this may be a leader.
- 2.05 In the event the Employer's present operations, covered by the bargaining certification, are moved to another location within BC, regardless of whether it is within or outside the boundaries of the City of Richmond, this Agreement shall be extended to cover such locations without the necessity of the Union applying to vary its certification order.
- 2.06 There shall be no revision, amendment or alteration to any of the terms and provisions of this Agreement except by mutual agreement in writing.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 In all of their dealings with each other, the Company and the Union agree that management employees, bargaining unit employees, representatives of the Union and Union officials, will treat each other with dignity and respect. The Employer and Union are committed to maintaining a work environment which guarantees all employees the right to freedom from discrimination and harassment in the workplace. The Employer and Union agree to abide by the existing harassment and respectful workplace policy, as amended from time to time. Complaints involving two bargaining unit members will be jointly investigated.
- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised with respect to any employee by reason of their membership and/or participation in the Union's activities.
- 3.03 The Employer shall allow thirty (30) minutes for orientation of new employees by a Shop Steward or Union Representative at a monthly meeting of new employees.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01           The Union recognizes the Employer as the exclusive authority, to decide upon and manage all business aspects of the enterprise; choose the products and their components to be manufactured or repaired, establish or modify work schedules; establish quality standards; assemble, assign and direct its workforce; and expand or curtail its business, provided that such actions are consistent with the purpose and terms of this Agreement.

## ARTICLE 5 - UNION DUES

- 5.01 (a) The Employer is authorized to and will deduct from each employee's pay cheque an amount equal to union dues or a sum in lieu of union dues, and where applicable, an amount equivalent to administration dues.
- (b) The amount of union dues will be in accordance with the direction of the Union, as determined by the Local Union By-Laws.
- 5.02 The total amount deducted will be mailed to the Local Union's Office to the attention of the Local Secretary Treasurer by the fifteenth (15<sup>th</sup>) of the month following the month to which the deductions apply together with an itemized list of employees for whom the deductions are made and the amount checked off for each.
- 5.03 (a) Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union may require the disclosure by the Employer of personal employee information. As such, the Employer agrees to release the required information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement. Release by the Employer of personal health information shall require the employee's prior written authorization.
- (b) Upon request from the Union on not more than a quarterly basis, the company will provide the Union with an updated membership list containing: full names, addresses, phone numbers and e-mails of our members.
- (c) The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation.

## ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to elect, appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 6.02 The Employer agrees to recognize one (1) Shop Steward for a maximum of each thirty (30) employees. The Union will make every effort to have appropriate union representation on each shift.
- 6.03 The Employer shall be notified by the Union of the names of the Shop Stewards and the areas they are representing and any changes made thereto.
- 6.04 The Shop Stewards, along with the Union Representative(s), form the Union Committee.
- 6.05 The Employer agrees to recognize and deal with the Union Committee in respect of collective agreement issues.
- 6.06 (a) The Shop Stewards will seek the permission of their immediate supervisor or manager before leaving their work station to conduct legitimate union business. Permission shall not be unreasonably withheld.
- (b) "Legitimate union business" shall mean, for the purpose of this clause, dealing with employees issues concerning their relationship with the Employer that requires immediate attention.
- 6.07 Stewards, Committee persons or employees shall not suffer any loss of pay for time spent with the employer for purposes of administering the collective agreement.
- 6.08 When the Employer meets with an employee for the purpose of an investigation which has the potential to result in discipline or disciplinary matters, a Union representative or Shop Steward must be in attendance.
- 6.09 The Employer shall compensate Union Committee members at their regular straight-time wage rate for time served conducting business of the Union – Management Committee, and hours in attendance beyond regular work schedules will not be used to calculate a subsequent entitlement to overtime pay.
- 6.10 The Employer agrees that the Union's authorized representative(s), not employed by the Employer, shall be allowed access to its facilities, subject to prior permission having been obtained to visit the site. Further, such visits to the Employer's premises shall not interfere with the operations. Permission will not be unreasonably withheld.



## ARTICLE 7 - HOURS OF WORK

### 7.01 Hourly Employees

- (a) The regular work week shall normally consist of five (5) consecutive shifts, Monday through Friday, as follows:
  - (1<sup>st</sup> shift) day - eight (8) hours
  - (2<sup>nd</sup> shift) afternoon - eight (8) hours
  - (3<sup>rd</sup> shift) night - seven (7) hours
- (b) The normal scheduled hours of work for Plant Operations shall be:
  - (1<sup>st</sup> shift) day - 6:30 am to 3:00 pm
  - (2<sup>nd</sup> shift) afternoon - 3:00 pm to 11:30pm
  - (3<sup>rd</sup> shift) night - 11:30 pm to 6:30 am
- (c) When operations deem it necessary, the Employer may establish alternative work schedules, including weekend shifts. The Employer will discuss such shifts with the Union, prior to establishing same.
- (d) There shall be an unpaid, uninterrupted meal break of thirty (30) minutes such that, no employee will work longer than five (5) consecutive hours without an eating period.
- (e) Each employee is entitled to the following breaks:
  - (1) fifteen (15) minutes in the first half of a shift lasting six (6) or more hours
  - (2) ten (10) minutes in the second half of any shift lasting six (6) hours or longer
  - (3) ten (10) minutes at the beginning of each two (2) hour period worked if overtime is after the end of the employee's regular shift; or, at the end of each two (2) hour period worked if overtime is before the start of the employee's regular time.
  - (4) It is the intention of the parties that breaks will not be interrupted by supervisors and managers.
- (f) Overtime may be required from time-to-time, depending on workload. Overtime must be pre-approved. In the event overtime is required, employees will be paid as follows:
  - (1) time and one-half: the employee's regular wage for all hours worked in excess of eight (8) hours per day or forty (40) hours per week
  - (2) double time: the employee's regular wage for all hours worked in excess of eleven (11) hours a day or forty-eight

(48) hours per week.

- (g)
  - (1) The Employer will make an effort to distribute available overtime hours equitably among the employees who have indicated a willingness to work overtime and have the ability to perform the work available.
  - (2) In the event an insufficient number of employees are willing to work overtime, the Employer shall assign overtime to the most junior employee having the present ability to perform the work required.

7.02 **Time Clocks:** The time clock shall measure time worked to the nearest fifteen (15) minute increment. At some future date the Employer may eliminate use of time clocks.

7.03 **Salaried Employees**

- (a) Salaried employees are paid on an annual basis. For the purpose of paying overtime, time monitoring will apply.
- (b) The regular work week shall normally consist of five (5) consecutive work days, Monday through Friday, from 8:00 am to 5:00 pm.
- (c) When operations deem it necessary, the Employer may establish alternative work schedules, including weekend shifts. The Employer will provide the Union and the affected employees with notice of the alternative work schedules prior to establishing same.
- (d) Each employee is entitled to the following breaks:
  - (1) fifteen (15) minutes in the first half of a shift lasting six (6) or more hours
  - (2) ten (10) minutes in the second half of any shift lasting six (6) hours or longer
  - (3) ten (10) minutes at the beginning of each two (2) hour period worked if overtime is after the end of the employee's regular shift; or, at the end of each two (2) hour period worked if overtime is before the start of the employee's regular time.
  - (4) It is the intention of the parties that breaks will not be interrupted by supervisors and managers

## **ARTICLE 8 - REPORTING ALLOWANCE**

- 8.01 In the event that an employee reports for work on his/her scheduled shift and no work is available, he/she will be paid four (4) hours at his/her regular rate of pay.

## ARTICLE 9 - CALL-IN-PAY

- 9.01 (a) An employee called for work outside his/her regular working hours shall be paid the greater of:
- (1) Time and a half for a minimum of four (4) hours; or
  - (2) His/her regular base pay for all hours worked.
- (b) The provisions of (a) above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his/her scheduled shift. In all such cases the employee shall receive his/her appropriate overtime rate.
- 9.02 Any employee who is called in when they have already been pre-approved for the day away from work shall:
- (1) Have the right to refuse coming to work; or
  - (2) Be paid in accordance with 9.01 (a) if they attend at work.

## ARTICLE 10 - BEREAVEMENT LEAVE

10.01 In the event of death within an employee's immediate family, the employee shall be, at his/her option, entitled to be absent from work with pay at his/her regular wage for up to three (3) consecutive working days. For this purpose, "immediate family" is defined as:

- (1) spouse;
- (2) children, including step children and adopted children;
- (3) parents, brothers, sisters; and
- (4) grandparent, grandchild or parent-in-law that regularly resided in the employee's household.

Exceptions to the requirement of consecutive days will be granted on a case-by-case basis for compelling personal reasons.

10.02 In the event of death within the employee's extended family, the employee, if attending funeral services shall be entitled to be absent from work with regular straight time pay for one (1) working day. For this purpose, "extended family" is defined as:

- (1) parents-in-law;
- (2) brothers-in-law, sisters-in-law;
- (3) grandparents-in-law.

unless that person lived with the employee.

## **ARTICLE 11 - WAGES**

- 11.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Schedule "A" and Schedule "B" attached hereto and forming a part of this Agreement.
- 11.02 The Employer agrees that all employees shall be paid bi-weekly by direct deposit by the end of their shift on Friday.
- 11.03 New job classifications created during the term of this Agreement will be subject to discussions between the Employer and the Union. It is agreed that the Employer has the right to determine job content and qualifications. The Employer must negotiate with the Union the wage rate for any new position created.

## ARTICLE 12 - PENSION AND RRSP PLAN

- 12.01 Eligibility and vesting requirements existing at ratification will be maintained. Employees are eligible to join the group Pension Plan and registered Retirement Savings Plan (RRSP) after one (1) year of service. For Pension Plan purposes, employees become vested at twenty-five per cent (25%) after one (1) year of contributions and at one hundred per cent (100%) after two (2) years' contributions.
- 12.02 The Employer agrees to co-operate in deducting and remitting premiums to a group Pension Plan and Registered Retirement Savings Plan (RRSP). The Employer shall contribute the following:
- (a) Five per cent (5%) of basic monthly earnings to the existing Employer Pension Plan,
  - (b) Twenty-five per cent (25%) of an employee's personal contribution to the existing RRSP to a maximum Employer contribution of one and one-half per cent (1.5%) of basic annual earnings to the existing RRSP.

## ARTICLE 13 - SEVERANCE PAY

13.01 The Employer will pay a minimum of one (1) week's severance pay for each completed year of unbroken service and one twelfth (1/12) of a week's pay for each completed month in an incomplete year to a maximum of sixteen (16) weeks pay to employees who are terminated due to a partial or complete closure of the Employer's plant and/or as a result of their job being abolished. Severance pay will be based on the employee's regular straight time rate.

- (a) To be eligible for severance pay, the employee must have completed his/her probationary period. The employee shall receive the greater of the severance pay under this clause or the *Employment Standards Act*, but not both.
- (b) The Employer's liability described immediately above shall be deemed to be discharged if the employee fails to work to the end of his/her scheduled employment as determined by the Employer.



**ARTICLE 14 - PLANT HOLIDAYS**

14.01 Each entitled employee, who is not required to work on any of the following days, shall receive a normal day's pay at the employee's regular rate for the celebration of the holidays listed below:

- |                      |                 |
|----------------------|-----------------|
| New Year's Day       | Good Friday     |
| Victoria Day         | Canada Day      |
| British Columbia Day | Labour Day      |
| Thanksgiving Day     | Remembrance Day |
| Christmas Day        | Boxing Day      |
| Family Day           |                 |

14.02 If one of the above-named statutory holidays occurs on a normally scheduled day off, the following regularly scheduled workday shall be observed as the statutory holiday unless an alternate day is mutually agreed on between the Employer and the Union. Notification shall be given at least thirty (30) days prior to the statutory holiday.

14.03 In the event that a public holiday occurs during an employee's annual vacation, the employee shall be entitled to a day off, with pay, to be scheduled by mutual agreement either the day the employee would normally have returned to work or on another day.

14.04 An Employee who works at the Employer's request on a statutory holiday shall be paid at the rate of:

- (a) one and one-half (1½) times the regular wage for the time worked through the first eleven (11) hours; and,
- (b) double the employee's regular wage for the time worked over eleven (11) hours; and,
- (c) in addition, the Employer shall give the employee another day off with pay.

14.05 In Article 14.01 "entitled employee" means employees who have:

- (a) completed at least thirty (30) calendar days of continuous employment; and,
- (b) worked a minimum of ten (10) days during the thirty (30) day period prior to the holiday; and
- (c) worked their regularly scheduled workday before and their regularly scheduled workday following the holiday, unless their absence is due to illness or accident, in which case the Employer shall have

the right to request a confirmation certificate from a qualified medical practitioner.

14.06 For the purpose of calculating overtime, statutory holidays will be considered time worked.

## ARTICLE 15 - VACATION

15.01 The Company and Union recognizes vacation as a means for employees to break away from their place of work, rejuvenate, and spend quality time as they choose to with family or friends.

15.02 Vacation will be accumulated on an annual basis based on their anniversary date and tenure with the Company and used in accordance with the following provisions.

For Salary and Hourly employees, vacation entitlement to a maximum of three (3) weeks annually will be considered "basic" entitlement and must be taken as time off. Entitlement beyond the basic level will be considered "supplemental" entitlement and can be treated in different manners as described herein. Where the Employer reasonably concludes that there is sufficient work to avoid lay-offs, hourly employee may work their supplementary vacation.

15.03 DEFINITIONS:

- (a) Earned Vacation: Vacation hours that are financially accrued per pay period and placed into the employee's vacation bank.
- (b) Entitlement: Vacation entitlement is the total amount of vacation hours which can be taken in a given calendar or vacation year. It includes vacation hours within the individual's vacation bank from the previous calendar or vacation year, and vacation from the current year not yet earned.
- (c) Eligibility: Vacation Eligibility is the vacation in weeks an individual will be eligible to consume based on their respective tenure with the Company. Vacation Eligibility increases at specific intervals of service based on the individual's anniversary date.
- (d) Vacation allotment/bank: Accumulated vacation that an employee can exhaust immediately. This will be the earned vacation for the current vacation year, and any accrued unused vacation from previous year(s).
- (e) Vacation Year: The vacation year also known as the common vacation cycle is a calendar year, January 1<sup>st</sup>, to December 31<sup>st</sup>.
- (f) Anniversary Date: The date of hire used in determining the amount of vacation days an individual is eligible to use and which will be accrued/earned moving forward.

- (g) Accumulated Vacation Carryover: Unused earned vacation from the previous vacation year may be carried over for use in the new vacation year in accordance with the articles below.
- (h) Transition period: Period between the date of hire and beginning of the first common date vacation entitlement year (e.g. If the common date vacation entitlement year runs January 1 to December 31 and the employee is hired on September 1, the transition period will be from September 1 to December 31).

15.04 Eligibility: Vacation Earned: Employees will start to **earn** vacation from their first day of service as follows:

<b>Hourly Employees</b>		
<b>Years of Service</b>	<b>Eligibility</b>	<b>Rate of Accrual</b>
Less than one (1) year	0.83 days per month	4% of gross earnings
After one (1) year	2 weeks/Yr	4% of gross earnings
After three (3) years	3 weeks/Yr	6% of gross earnings
After eight (8) years	4 weeks/Yr	8% of gross earnings
After fifteen (15) years	5 weeks/Yr	10% of gross earnings
After twenty five (25) years	6 weeks/Yr	12% of gross earnings

<b>Salaried Employees</b>		
<b>Years of Service</b>	<b>Eligibility</b>	<b>Rate of Accrual</b>
Less than one (1) year	NA	0.83 days per month
After one (1) year	2 weeks/Yr	0.83 days per month
After three (3) years	3 weeks/Yr	1.25 days per month
After eight (8) years	4 weeks/Yr	1.66 days per month
After fifteen (15) years	5 weeks/Yr	2.08 days per month
After twenty five (25) years	6 weeks/Yr	2.5 days per month

15.05 Vacation pay: Pay for vacation will be made using the following principles:

- (a) Hourly Employees: As vacation is earned and accrued at the current rate of pay based on gross wages, vacation payment will be made on the regular pay covering off the period the employee will be on vacation.
  - i. In the event hourly employees have not used their vacation entitlement and have earned vacation pay that is unpaid at the end of the calendar year, the unpaid vacation pay shall be automatically paid out immediately following the first full pay period during January. All unused vacation entitlement is forfeited at the end of the vacation year unless a carryover is agreed to by management.

- (b) Salary Employees: Vacation pay will be transparent, in that normal pay will occur on the normal pay period covering the time the employee is on vacation.
  - ii. Salaried vacation payout: payment of vacation dollars to salaried employees will not normally be allowed; vacation time will be taken and only under extraordinary circumstances will vacation pay be allowed to be paid out.
- (c) Statutory Holidays Occurring on Vacation: When a recognized statutory holiday occurs during an employee's vacation, that day will not be calculated against / subtracted from the employee's vacation bank.
- (d) Leave of Absence and Vacation Conflict: An employee who is on statutory leave may defer taking vacation until the leave expires. If the leave extends past the vacation year in which the vacation should have been exhausted, the vacation will be taken as soon as practically possible after the statutory leave expires.
- (e) Vacation Scheduling: Vacation requests are satisfied in consideration of operational and departmental requirements and therefore, the Company retains the right to approve vacation or force vacation accordingly based on *bona fide* business reasons.
- (f) Illness while on Vacation: In the event that an individual is unable to complete their scheduled vacation due to medical reasons that qualify them for short term disability under article 23.01(b)(v) or 23.01(c)(iv), that time on short term disability will not be calculated against or deducted from the employee's vacation bank.

15.06 Vacation Use Hourly Employees:

- (a) Hourly Employees will be eligible to exhaust all vacation earned and in their vacation bank. Furthermore, hourly employees will be required to exhaust all their vacation in their vacation bank from the previous year prior to the end of the current year.
- (b) Vacations will be approved prior by the individual's manager/supervisor. Employees should not make any vacation commitments until vacation has been approved in writing.
- (c) The Employer shall post blank vacation schedules for hourly employees before November 1<sup>st</sup> each year. Employees shall enter their first preference in writing by November 30<sup>th</sup>. The requested vacation shall be confirmed by the Employer no later than December 15 each year. It is suggested that hourly employees submit three choices in priority. Before December 15, vacation

requests shall be determined by seniority within operational requirements. After December 15, remaining vacation openings shall be dealt with on a first come, first served basis, within operational requirements.

(d) Examples Hourly Employees:

- i. Hourly Employee A – 5 year employee, with an anniversary date of July 1<sup>st</sup>, will earn 3 weeks vacation or 1.25 days per month. He has 7 days from the previous year in his vacation bank. By December 1<sup>st</sup>, he will have earned an additional 6 full days in his vacation bank (5 months, July, Aug, Sep, Oct, Nov; at 1.66 days per month). He is entitled to exhaust 13 days in December (7 plus the 6).
- ii. Hourly Employee B – 7 year employee, with an anniversary date of August 31<sup>st</sup>, will earn 3 weeks vacation in the current year of 1.25 days per month, until his anniversary date at which point he will earn 1.66 days per month as he now earns 4 weeks instead of three. He has zero (0) days in his vacation bank at the start of the year, January 1<sup>st</sup>. In December he wants to take holiday. He will have earned 15 days by December 1<sup>st</sup> in which he can use for his vacation; (8 months, Jan-Aug at 1.25 or 10 days, plus 3 months, Sep-Nov at 1.66 or 5 days).

15.07 Vacation Use Salaried Employees

- (a) Salaried employee will be **entitled** to take vacation which will be **earned** in the remainder of the Calendar year. In other words, salaried employees will be allowed to use their vacation entitlement for that year in that year even though the vacation has not yet been accrued or earned.
- (b) Salaried employees will be required to exhaust their full entitlement for that year prior to December 31<sup>st</sup>. Vacation not used may be carried forward only for one additional year at which point if it is still not used it will be paid out and forfeited.
- (c) Vacation requests will be submitted in writing on a "first come, first served" basis and will be granted based on operational needs.
- (d) Examples Salary Employee:
  - i. Salaried Employee A – 5 year employee, with an anniversary date of July 1<sup>st</sup>, has zero days in her vacation bank from the previous calendar year and wishes to take three weeks vacation in July. In July, her vacation bank will

show earned vacation of 7.5 days (6 months, at an earned level 1.25 days per month), her entitlement for the calendar year is 15 days. She may be granted vacation for three weeks as this policy allows salaried employees to exhaust their entitlement in the current calendar year.

- ii. Salaried Employee B – 9 year employee, with an anniversary date of August 31<sup>st</sup>, will earn 4 weeks vacation in the current year of 1.25 days per month, until his anniversary date at which point he will earn 1.66 days per month as he now earns 4 weeks instead of three. He has zero (0) days in his vacation bank at the start of the year, January 1<sup>st</sup>. In December he wants to take holiday. He will be entitled to take 16 days. (His entitlement is 1.25 days for 8 months or 10 vacation days, Jan-Aug and 1.66 days for 4 months or 6 whole vacation days. His accrual or earned vacation for the calendar year will be 16.64 days; the fraction of a day will be carried over in the following year as part of that entitlement)
- iii. Salaried Employee B situation 2, similarly above, he can not take his vacation in this current calendar year and therefore will not exhaust vacation as required because of operational requirements.

15.08 Plant Maintenance Cycles/Shut-Downs/Inventory: The Employer may schedule seasonal, maintenance or inventory closures not exceeding 15 working days during the periods of July, August, October, November, December and January of each year provided it gives as much written notice as is reasonably possible but not less than thirty (30) days. During these seasonal closures the Employer may require the service of selected employees and require all remaining employees to utilize unscheduled vacation entitlement. Employees not having sufficient vacation entitlement to cover the closure period shall be placed on leave of absence without pay. Exceptions will be made upon request and not unreasonably denied.

15.09 Approving and Cancelling Vacation Requests Procedure:

- (a) Vacation requests must be approved by the employee's immediate manager or designate in the absence of the immediate manager who has the responsibility of ensuring employees take their vacation.
- (b) Approved or denied vacation requests must be communicated in writing to the employee.

(c) Vacation requests and cancellations shall be made in writing on a timely basis.

15.10 Vacation Pay on Termination: When employment ends, an employee is entitled to be paid the vacation accrual that they have earned and which has not been used and must be paid within 5 business days. In the event that the employee has taken vacation within their entitlement for the vacation year, but not yet earned, the outstanding balance will be deducted from their pay.

15.11 Employees are responsible to request vacation utilizing their full entitlement. In the absence of the employee requesting vacation which utilizes their full entitlement, the employer may, at its discretion assign vacation to ensure employees exhaust their entitlement. The Employer agrees to exercise its discretion in good faith with regard to the needs of the business.

15.12 Nothing in Article 15 shall fall below the vacation pay requirements of the Employment Standards Act.



## ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 (a) An employee wishing a leave of absence will make applications in writing to his/her Supervisor. The Employer will respond on the same form granting or denying the leave of absence and the reasons for denial. The Employer will provide a response within ten (10) working days of the request being made other than in the case of an emergency.
- (b) In the event that an employee requires leave on an emergency basis, he/she may contact his/her Supervisor by telephone.
- (c) Permission will not be unreasonably withheld, the Employer has a right to deny a leave of absence on the basis of operational reasons.
- (d) Employees on an approved leave of absence who want to return to work before the expected return date must give a minimum of 2 weeks notice. If operationally feasible the Employer will attempt to accommodate an earlier return to work.
- 16.02 Employees may apply to attend Union business or to attend conventions or conferences away from the Marine Canada Acquisition Inc. (dba SeaStar Solutions) site. Requests and responses shall be made in writing. Approval shall not be unreasonably withheld.
- 16.03 The Employer will pay benefits to employees absent on union business pursuant to Article 23.05. The leave of absence must be approved in writing by the Union.
- 16.04 The Employer agrees to grant an employee leave of absence without pay to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union. Only (1) employee at a time can be absent for this purpose. The Union will also be responsible for benefit costs while the employee is working in an official capacity for the Union.
- 16.05 The Employer will grant maternity and parental benefits and leave to employees in accordance with the Employment Standards Act as that may change from time-to-time.
- 16.06 The Employer agrees to grant leave of absence for up to eight (8) hours to an employee renewing their visa or work permit. Such leave will be without pay.
- 16.07 The Employer agrees to grant leave of absence for up to eight (8) hours to an employee for the purpose of attending his/her swearing in ceremony as a Canadian citizen. Such leave will be without pay.

## **ARTICLE 17 - JURY AND WITNESS DUTY**

- 17.01 A regular employee shall be granted leave of absence for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown. Up to one month of this leave will be a leave with pay at his or her regular hourly shift rate, for the normally scheduled number of hours the employee would have otherwise worked. An employee who is not required to be in attendance at court shall report for work. Employees who receive notice for jury duty must advise the Employer as soon as reasonably possible.
- 17.02 An employee called for jury or witness duty shall be deemed to be on day shift the period he/she is required to serve or attend Court. The transfer to day shift will be without financial consequence or penalty to the Employer.

## ARTICLE 18 - SENIORITY

18.01 Seniority is defined as the length of employment in the Bargaining Unit since the original date of hire.

### 18.02 Probationary Period

The seniority of each employee covered by this Agreement will be established after a probationary period of:

- (i) Sixty (60) working days for hourly employees
- (ii) Ninety (90) working days for salaried employees.

An employee's probationary period may be extended with the agreement of the Union. Agreement will not be unreasonably withheld. Employees who worked a minimum of sixty (60) working days as temporary employees will not be required to serve an additional probationary period if hired as a regular full time employee.

18.03 There will be two separately administered seniority lists: "Hourly Employees" and "Salaried Employees". Seniority lists will designate each eligible employee's name, job classification, and date of hire in descending calendar order in the following employment status.

- (1) Regular full time;
- (2) Probationary full time;

18.04 All promotions, transfers, filling of vacancies, layoffs, and recalls after layoffs will be done strictly in accordance with the principles set forth in Article 18.

18.05 In the event that more than one employee has the same date of hire, seniority will be determined by the employee number.

18.06 Seniority shall be maintained and accumulated during:

- (1) Absence due to layoff, sickness or WCB injury;
- (2) Authorized leave of absence.

18.07 An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any one of the following reasons:

- (1) when the employee voluntarily quits;
- (2) when the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;
- (3) when the employee is laid off and fails to return to work within three (3) working days after the employee has been notified so to do by

the Employer by registered mail to the employee's last known address (a copy of such notice shall be sent to the Union).

- (4) when the employee has been on layoff for lack of work for a period of more than twelve (12) consecutive months;
- (5) when an employee is absent without permission for three (3) consecutive working days, without notifying the Employer, unless the employee has an acceptable excuse for failing to notify;
- (6) when an employee is promoted out of the Bargaining Unit.

- 18.08
- (a) The Union Representative will be issued an up-to-date seniority list with name, classification and date of hire within ten (10) working days of a new calendar quarter, by request.
  - (b) A separate seniority list shall be mailed or emailed to the Local Union at an address provided by the Union. The seniority list shall contain the employees' name, classification, date of hire, current rate of pay for hourly staff, monthly earnings for salaried staff and the employee's latest address on file with the Employer.
  - (c) The union will comply with all Provincial Privacy Legislation.

18.09 **Layoff**

When a work shortage necessitates a work force reduction, employees will be laid off in the following employee group order, in reverse order of seniority within their job classification, provided those remaining are able and willing to perform the work available.

- (1) Temporary workers
  - (2) Probationary employees
  - (3) Regular full time employees
- (a) Whenever it is necessary to reduce the work force, any employee designated for layoff shall be given two (2) weeks notice in writing, in advance of the date of layoff or, their regular pay in lieu of notice. A copy of the layoff notice shall be provided to the Union.
  - (b) The Stewards shall be retained by the Employer in the event of a layoff so long as there is work available that the Stewards are willing and able to perform notwithstanding their position on the seniority list, subject to Article 6.02.

18.10 **Job Vacancies**

- (a) Announcements of opportunities for all job vacancies in new jobs, existing jobs, training positions, and apprenticeship positions within the bargaining unit, will be posted on the bulletin board of each lunchroom for a period of ten (10) days prior to the filling of the job

vacancy. If a posting is temporary, the expected duration, if known, will be included in the posting. Employees desiring consideration in the filling of the job vacancy shall signify their desire by applying for the job notice during the period in which it is posted.

- (b) In filling posted vacancies, the skill, knowledge and ability of the applicants for the position shall be the primary consideration. Where two or more regular employees qualify, seniority shall be the determining factor. The skill, knowledge and ability for vacancies posted under this Article shall be those reasonably necessary to perform the job function and shall not be established in an arbitrary or discriminatory fashion.
- (c) All employees accepted to posted jobs shall be on probation for thirty (30) days worked, except for employees promoted into a technical trade position (e.g. Machinist or Millwright) who shall be on probation for ninety (90) days worked. During this period, the employee may, at his option, return to his former job, or, if in the Employer's opinion the employee is not progressing satisfactorily, may be returned to his former job. Posting probation may be extended for days missed, in keeping with the procedures outlined in Article 18.02.
- (d) A notice shall be posted on the bulletin boards listing the name of the successful applicants, within the time limits of the job posting procedures.
  - (i) Employees who post into a temporary position will be automatically returned to their former position once the posting is complete.
- (e) Every internal job applicant who meets the minimum qualifications will be given an interview unless he/she has been interviewed for a similar position within the last three (3) months. Every internal job applicant who is not given an interview will have the reasons explained to him/her.
- (f) In the event an employee transfers to a higher rated position, or is temporarily moved by the Employer, he or she will be entitled to the rate for that job. The transfer will occur in accordance with Article 18.10(b) of the Collective Agreement.
- (g) When a temporary vacancy exists for a position in a higher classification, the Employer will attempt to fill that position with a regular employee through a posting process if no cross-trained employee is available.

## 18.11

### **Temporary Employees**

A temporary employee is an employee hired by the Company to accommodate fluctuations in business requirements. A temporary employee is not considered a regular employee under the collective agreement. The Employer will fill temporary vacancies through the use of temporary employees.

- (a) For the purpose of filling temporary vacancies, temporary employees may be retained for up to 1040 hours worked in a consecutive nine (9) month period. If this threshold is exceeded, the temporary employee will become a regular employee.
- (b) The wage rate will be the base rate for the lowest paid classification for the work being performed.
- (c) Temporary employees will have limited rights under the collective agreement, including no benefits; the standard for dismissal will be suitability; and temporary employees will accumulate no seniority.
- (d) Temporary employees have no right to recall at the end of the temporary period.
- (e) Temporary employees are entitled to vacation pay but there is no entitlement to time off for vacation.
- (f) Temporary employees are not entitled to leaves of absence, except for leaves of absence authorized under the *Employment Standards Act*. The Employer agrees that it will allow temporary employees to take an unpaid leave where feasible.
- (g) Temporary employees will be entitled to statutory holiday pay and overtime in accordance with the *Employment Standards Act*.
- (h) Time spent by temporary employees shall not be used against regular employees in filling permanent vacancies.

## 18.12

### **Bumping Rights**

- (a) When a work shortage necessitates a work force reduction, employees will be laid off in the following employee group order, in reverse order of seniority within their job classification, subject to their immediate ability to perform the work available.
  - (1) Temporary workers
  - (2) Probationary employees
  - (3) Regular full time employees

- (b) An employee faced with lay-off may elect, in writing, to be laid off rather than displace an employee with less seniority under the provisions of this Article and he/she shall be recalled whenever the classification which he/she was laid off from becomes available.

However, an employee who so elects may notify the Employer in writing that he/she wishes to withdraw such election and he/she shall be placed on the recall list and recalled to the first opening in a similar or lower classification in accordance with his/her seniority provided he/she is competent to satisfactorily do the work available.

For the purposes of Article 18.07 the period of lay-off will be determined by the original date of lay-off.

- (c) An employee designated for lay-off, may exercise their seniority and displace an employee with less seniority, holding the same classification, subject to his/her present ability to perform the available work.
- (d) Failing a job placement under (b) above, the senior employee shall exercise his/her seniority to displace an employee with less seniority in a lesser classification on work that the senior employee is able to perform.
- (e) For the purpose of this Article, the period of layoff will be determined by the original date of layoff.

#### 18.13 **Recalling Employees**

- (a) No new employees shall be hired after a layoff until all laid off employees who are able to perform the work available have been recalled as outlined in Article 18.05.
- (b) When the Employer has need to recall laid off employees, they shall be recalled from lay-off in order of seniority. The recall will begin with the most senior employee, able to perform the work available.

18.14 The Union Representative or designate will be kept informed of employees movement on a regular basis.

## **ARTICLE 19 - DISCHARGE AND DISCIPLINARY ACTION**

- 19.01 The Employer shall discipline or terminate an employee only for just cause. The burden of proof of just cause rests with the Employer.
- 19.02 A Shop Steward will attend disciplinary meetings with employees, unless the employee declines his or her presence.
- 19.03 During the course of a disciplinary meeting with the Employer, the employee and the Shop Steward have the right to request time out to enable the employee to consult with the Steward in respect of the subject matter of the meeting.
- 19.04 Whenever an employee signs a document pertaining to discipline, he does so only to acknowledge that he has been notified accordingly.
- 19.05 An employee is entitled to review his/her personnel file and to obtain a copy of same upon providing a written request to the Employer and within ten (10) working days. The Union will not unreasonably deny extension requests.
- 19.06 In the event the Employer issues any discipline, a copy of same shall be provided to the Local Union Office.
- 19.07 Any disciplinary action taken by the Employer is subject to the grievance procedure. The Union reserves the right to file grievances regarding suspension and termination at Step 3 of the grievance procedure.
- 19.08 An employee that has been dismissed shall have the right to attend grievance proceedings with the Union and the Employer, on Employer premises.
- 19.09 All discipline on an Employee Record of a member of the bargaining unit shall be removed after a period of twenty-four (24) months, unless there has been a new incident of discipline. Once removed, such discipline will not be relied upon or referred to against the employee. Provisions of this article do not apply to discipline occasioned by proven harassment.



## ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 It is the mutual desire of the Parties hereto that any complaint or cause of dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible.

20.02 All matters in dispute relating to the interpretation, application, operation or alleged violation of this Agreement shall be settled using the following steps of the Grievance Procedure:

**Step One** The complaint shall be submitted verbally or in writing to the Supervisor within five (5) working days of the act or condition giving rise to the matter. The Supervisor will settle the complaint within five (5) working days

**Step Two** If the matter is not settled under Step One, a Steward or Union Representative may, within five (5) working days of the decision under Step One, submit a written grievance to the Supervisor. The Supervisor shall meet with the employee and Union Steward within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance.

A Staff Representative of the Union and the Griever may be present at this meeting if requested by either Party. The Supervisor shall within a further five (5) working days give the answer to the grievance on the grievance form and return it to the Union.

**Step Three** If the matter is not settled under Step Two, a Steward or Union Representative may, within five (5) working days of the decision under Step Two, submit a written grievance to the Department Manager. The Department Manager shall within five (5) working days hold a meeting between the Union Grievance Committee and the appropriate representatives of Management, in a further attempt to resolve the grievance.

A Staff Representative of the Union and the Griever may be present at this meeting if requested by either Party. The Manager shall within a further five (5) working days give the decision in writing, on the grievance form, and return it to the Union.

**Step Four** If the matter is not settled under Step Three, a Steward or Union Representative may, within five (5) working days of the decision under Step Three, submit a written grievance to the Employer's Representative. The Employer's Representative shall within five (5) working days hold a meeting between the Union Grievance Committee and the appropriate representatives of Management, in a final attempt to resolve the grievance.

A Staff Representative of the Union and the Griever may be present at this

meeting if requested by either Party. The Employer's Representative shall within a further five (5) working days give the decision, in writing, to the Union on or attached to the grievance form.

The time limits under 20.02 above may be extended by mutual agreement in writing.

- 20.03 In the event a group of employees have the same complaint; the matter shall be handled as a "Group Grievance". A Union Steward or a Union Representative on behalf of a group of employees who have the same complaint shall sign such a grievance; and, the matter shall be dealt with through the Grievance Procedure commencing with Step One. The grievers shall be identified.
- 20.04 In the event the Union or the Employer raises concern with the interpretation, application, or administration of this Agreement, the matter in question, being broad procedure-based to guide and determine present and future decisions, shall be handled as a "Policy Grievance". A Policy Grievance shall be in writing, signed by a Union Representative, and may be submitted to the grievance procedure at Step Three as detailed above.
- 20.05 If final settlement of the grievance is not reached at Step Four, then the grievance may be referred in writing by either Party to Arbitration as provided in Article 21, at any time within twenty (20) working days after the decision is received under Step Four.
- 20.06 The parties recognize the Labour Relations Code contains provisions related to mediation of grievances and expedited arbitration.

## **ARTICLE 21 - ARBITRATION**

- 21.01 When either Party to the Agreement requests that a grievance be submitted for Arbitration, they shall make notice of such intent to the other party within twenty (20) working days of the decision under Step Four of the grievance procedure. Delivery shall be by registered mail, facsimile transmission, electronic mail or in person. The registered receipt date or date of personal delivery shall be considered the notice delivery date.
- 21.02 The Arbitration Procedure incorporated in the Agreement shall be based on the use of a single Arbitrator. The party applying for Arbitration will put forward a minimum of three (3) names for the other party to choose from.
- 21.03 No matter may be submitted to Arbitration that has not first been properly carried through all preceding steps of the Grievance Procedure except by mutual agreement.
- 21.04 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 21.05 No technical error or omission will render a grievance inarbitrable.
- 21.06 The decision of the Arbitrator shall be final and binding on the Parties.

## ARTICLE 22 - INJURED EMPLOYEES

- 22.01 (a) In the event that an employee is sent for medical treatment by a First Aid Attendant or a Supervisor due to a work related injury, the employee shall be paid for the entire shift as if he/she had worked the shift. It is understood that if after receiving medical treatment, the employee is cleared to return to work prior to the end of shift, the employee will return to work unless instructed otherwise by a supervisor. If upon investigation it is determined that the injury did not occur in the course of Employer assigned duties, the employer shall have the right to deduct from any monies owing to the employee the excess payment for the hours paid but not worked.
- (b) The Employer will, during the day of injury, provide the employee with transportation to the doctor or hospital and back to work and/or his/her home, as necessary.
- (c) If it is necessary for an employee to receive medical treatment subsequent to his/her return to work following an industrial injury, the Employer will pay the employee for the hours lost if:
- (1) the appointment could not be booked outside work hours; and,
  - (2) the Employer is able to recover the cost from WorkSafe B.C.
- 22.02 The First Aid attendant shall have the final say on all matters of first aid treatment for on-shift staff on Marine Canada Acquisition Inc. (dba SeaStar Solutions) property, except where relieved by an individual with a higher level of medical certification (eg: an Ambulance Paramedic).
- 22.03 (a) Employees appointed by the Employer to perform the function of First Aid Attendant, who are required to maintain the WorkSafe B.C. certification, shall be compensated by the Employer for WorkSafe B.C. course fees, books or other materials required for the course, and shall be paid regular wage while attending courses.
- 22.04 For scheduling purposes, some Supervisors may be First Aid attendants.

## ARTICLE 23 - INSURANCE

23.01 The Employer shall provide a benefits plan to eligible employees within the following parameters:

- (a) To become eligible for benefits, the individual must be a full-time employee working at least 35 hours per week employed in a regular position.
- (b) BC Medical Services Plan - The Employer will pay 100% of the premiums commencing the 1<sup>st</sup> of the month following the hire of an employee into a full-time regular position.
- (c) Extended Health Plan - The Employer will pay 100% of the premiums for the Desjardins plan presented during collective bargaining for the period between January 1, 2016 and April 30, 2017 for all eligible and participating employees. After April 30, 2017 the monthly cost of Employer contributions for benefit premiums of an Extended Health Plan will remain up to the average level of Employer contributions, paid per employee, in April 2017. Extended Health Plan Premiums for eligible employees will commence the 1<sup>st</sup> of the month following a three (3) month waiting period from the day an employee becomes a regular full-time employee.
- (d) Notwithstanding the above, other criteria for enrollment or continued eligibility will be based on the provisions of the policy held with the third party insurer, which may be amended from time to time.

23.02 Extended Health Plan Specifications & Responsibilities:

- (a) It is the responsibility of each employee to be familiar with specific details of coverage and eligibility requirements for the benefits plan. Neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee.
- (b) The Employer's sole responsibility to any eligible employee regarding the benefit plan is the payment of the premiums required by this collective agreement. The insurance company along will be responsible for the payment of benefits, determining eligibility, as well as commencement of eligibility of claimants and determining validity of claims.
- (c) The Employer and/or the insurer may subrogate all insurance benefit claims and, where entitled, recover monies paid to employees.

- (d) Eligible employees on parental or maternity leave will continue to receive benefits as normal.
- (e) Employees on approved Leave of Absences or Absent Without Leave will be required to pay all pro-rated amounts for the benefits described in 23.01. Such monies will be deducted directly through payroll deductions from the subsequent pay period.
- (f) Upon Resignation, Retirement, Termination or Layoff, all Benefits will be terminated on the last day of work.

23.03

Sick Days

- (a) Sickness Insurance: After three (3) months of employment, hourly employees who are injured or too ill to come to work (with satisfactory verification if requested) claim sickness insurance as a percentage of their basic pay as shown in the following table or the amount earned for partial days, whichever is more:

Consecutive Days Missed	3 <sup>rd</sup> mo to 11 <sup>th</sup> mo inclusive	12 <sup>th</sup> mo to 35 <sup>th</sup> mo inclusive	36 <sup>th</sup> mo to 59 <sup>th</sup> mo inclusive	60 <sup>th</sup> mo to 20 yrs inclusive	Over 20 years
1	0%	30%	50%	50%	55%
2	0%	30%	50%	55%	60%
3	0%	30%	50%	60%	66%
4	0%	50%	55%	66%	66%
5	0%	50%	60%	66%	66%

- (b) Employees will be limited to a maximum of 15 paid sick leave days per annum.

23.04

Extended Health Plan Committee Composition

- (a) The Union and the Employer will jointly create an Extended Health Plan Committee to evaluate insurance plans.
- (b) The Extended Health Plan Committee (EHPC) will consist of seven (7) members including four (4) representing the Union and three (3) Employer Representatives.
- (c) The Employer will contribute funding as outlined in 23.01(c).

- (d) The EHPC is responsible for the final selection, commencement, renewal and/or amendments of the Extended Health Plan, within the terms of the selected insurer's service agreement.
- (e) Should the EHPC select an Extended Health Plan that exceeds the funding maximum defined in 23.01(c), the difference will be deducted via payroll deduction from plan participants on a bi-weekly basis.

## ARTICLE 24 - SAFE RETURN TO WORK

- 24.01
- (a) The Employer, the Union and the employees agree that is in the best interest of the employees to return to work from illness or injury as soon as it is medically safe for them to do so. To that end, it is agreed that a joint Safe Return to Work Committee will be established to assist with the return to work, including arranging for alternative or reduced duties until the employee is able to assume all of the duties involved with his/her regular position.
  - (b) The contents of the Return to Work or Rehabilitation Program are as set out in the Employer's Policy Statement. That Policy will not be amended during the term of the Agreement, in respect of bargaining unit employees, unless required by law.
  - (c) When there has not been clear medical information provided by an employee or the medical information provided is insufficient or there is conflicting medical information, then the Employer has the ability to send an employee to an independent medical examination or other equivalent process to determine an employee's ability to safely return to work; or to determine restrictions or limitations to an employee's ability to perform work; or to determine restrictions or limitations to an employee's ability to perform work; or to determine the likelihood of employee's return to work within a reasonable period of time. The medical professional will be selected by the Employer. The Union will be consulted on the selection of the medical professional. The Employer will bear the cost of this process.



## ARTICLE 25 - HEALTH, SAFETY & ENVIRONMENT

- 25.01 The Employer, the Union and the employees shall promote and maintain standards of general office and Plant safety. The Employer and its employees shall comply with all applicable federal and provincial health and safety legislation and regulations. It shall be the objective of the Health, Safety and Environment Program to eliminate accidents and health hazards. To that end, the parties agree to create a:
- (a) Joint Health & Safety Committee operating in accordance with WorkSafe BC Regulations.
  - (b) Joint Health & Safety Committee shall meet once every month and operate in accordance with the WorkSafe BC published Regulations and guidelines. Meetings will be held during regular shift working hours and shall be considered time worked.
- 25.02 The parties acknowledge the importance of ensuring that new employees are oriented and trained to the safety standards in the Employer.
- 25.03
- (a) An employee has the right to refuse to do work when the employee has reasonable grounds to believe that the performance of this work will endanger his/her health or safety or that of another employee.
  - (b) An employee who refuses the work must immediately:
    - (1) Inform the supervisor of his/her refusal(s) and the reason for his/her refusal(s).
    - (2) The supervisor must immediately investigate the matter, together with a Shop Steward. The employee is entitled to be present during the investigation.
    - (3) If, in the supervisor's opinion, the refusal is not valid, the supervisor shall so inform the employee and the Union.
    - (4) If the investigation does not resolve the matter and, the worker continues to refuse to carry out the work, the worker and/or his/her union must notify the WorkSafe B.C. officer, who must investigate the matter without delay.
    - (5) During the above investigation, the Employer agrees to provide the employee with alternative duties and, the employee shall not suffer any loss of pay.
    - (6) If it is concluded that there was no reasonable basis for the refusal, the Employer will meet with the employee and his/her shop steward to address the employee's conduct; and, discipline may result.

25.04

Personal Protective Equipment: all employees shall wear proper protective clothing and personal protective equipment appropriate to their job or task in a manner which complies with WorkSafe BC Occupational Health & Safety regulations as may be recommended from time-to-time by the Joint Health & Safety Committee and endorsed by the Employer. To this requirement, the Employer shall provide employees, at no cost except where stated, suitable:

- (a) hearing protection
- (b) respiratory protection
- (c) approved, plain eye protection
- (d) Work gloves (after the first set, subsequent sets will only be provided when worn-out set is presented to the Employer)
- (e) coveralls or shop coats (maximum three sets per year).
- (f) For a regular employee having successfully completed his/her probationary period and holding one of the following positions on a regular basis.
  - Material Handler
  - Shipper/Receivers
  - Maintenance Personnel
  - Receptionist

The Employer will provide a lined rain jacket and replace it on a need basis provided normal wear has applied. The Employer will select and purchase the jackets. The Employer will not replace the jacket if it is lost, stolen or negligently damaged.

- (g) Personal safety footwear allowance: to a maximum of one hundred and sixty dollars (\$160.00) every two years; and two hundred and twenty-five dollars (\$225.00) every two years for those working within the Maintenance Department and material handlers. Employees will purchase their CSA approved safety footwear using the Voucher Program administered by HR with the preferred vendor. Alternate vendors will be approved by the parties on a case by case basis.
- (h) Prescription Safety Glasses will be provided by the Employer every three (3) years at no cost to the Employee. The Employer will arrange to have the vendor attend the worksite quarterly.

## **ARTICLE 26 - BULLETIN BOARDS**

- 26.01        The Employer will provide one (1) bulletin board for each lunch room for the use of the Union at mutually agreed locations on which appropriate notices may be posted relating to matters of interest to the Union and the employees.

## ARTICLE 27 - EDUCATION

27.01 In order to allow its employees to pursue their education and/or increase their employability, the Employer is committing to an annual education fund of ten thousand dollars (\$10,000) per calendar year.

The Employer will determine the eligibility criteria. A joint Union-Management Committee will determine participants.

27.02 Whereby the Employer wishes to contribute to the employee's personal development, an Educational fund will be set up and managed under the following guidelines:

The purpose of such fund is to offer an employee the opportunity to increase his/her overall employability, and to increase an employee's skill set to benefit both the Employee and the Employer.

Employees wishing to pursue their education may apply for financial education support as follows:

### **Eligibility:**

1. Applicant must be a regular employee having successfully completed his/her probationary period.
2. Employee must be in good standing with the Employer and have a clean disciplinary record (no incidence in the last twenty-four (24) months).
3. Employee must have a clean attendance record (no history of excessive unjustified absence and/or tardiness in the last twelve (12) months other than events out of their control).
4. Employee must complete the course. Should the employee abandon the course for the reasons of his/her own including a voluntary termination, he will authorize the Employer to claim reimbursement through payroll deduction.
5. Application must be to an authorized educational institution which is defined as:
  - a) An accredited college, university, business school, trade school
  - b) An accredited distance learning college
  - c) An accredited high school.

6. Should the employee fail the course, he will not be entitled to apply for further financial education support until twelve (12) months have elapsed.

**How to apply:**

1. Applicants must apply in writing. All applications will be reviewed at the same time for every session. They will be granted and/or refused by a joint Union/Management committee composed of one Employee Representative Member of the bargaining unit for hourly employees and one for salaried employees, one Employer Representative from Operational Management and one from Human Resources.
2. Applicants may apply for a maximum of one (1) course per session.
3. Applications must be received at least 8 weeks prior to approval date. Approvals will be granted the first week of January, April, June and September.
4. Approval will be confirmed in writing prior to registration date.

**Criteria for selection:**

1. The Committee will select participants based on fairness, chances of success and seniority in keeping with the plan purpose of improving skills set to the benefit of both Employee and Employer.
2. The Committee has the duty to ensure every applicant is considered and has a fair chance of being selected provided he meets the criteria set forth under this plan.
3. The Employee's likelihood of success based on past performance, demonstrated aptitude at work and overall motivation will be considered.
4. The Committee reserves the right to conduct candidate interviews for the purpose of establishing the Employee's overall ability to commit to the project.

**Criteria for reimbursement:**

1. At all times, registration fees are reimbursed at 100%. Tuition fees are subject to reimbursement as follows:
2. Job related courses are reimbursed at 100% if successfully completed.

3. The employee may require a check payable to the institution or obtain reimbursement upon receipt. Two thirds (2/3) tuition and registration fees may be claimed upon starting the course, the remaining one third (1/3) is payable once the course is completed.
4. Non-job related courses are reimbursed at sixty percent (60%) provided they enhance employability.
5. Manuals, mileage, meals, parking fees and other related expenses are to be paid by the employee.

The Employer and the Union agree to run a trial period of twelve (12) months and will review process and the efficiency for such process after the twelve (12) month period.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

- 28.01 The Employer shall notify the Union as early as possible, but not less than sixty (60) days in advance of his/her intent to institute material changes in production methods or facilities, which would result in re-training, layoff or termination of employees.
- 28.02 Where jobs are eliminated due to technological change or change in production methods, the affected employees will be given the opportunity to be trained to operate the new equipment or to assume other duties, provided they meet the requirements of such jobs.
- 28.03 Employees whose employment is due to be terminated because of technological change shall be provided written notice in keeping with Article 18 and entitled to severance pay of one (1) week's pay at regular wage rates, for each year of service with the Employer to a maximum of sixteen (16) weeks.

## **ARTICLE 29 - CONTRACTING OUT**

- 29.01 Prior to contracting out work normally performed by members of the bargaining unit, the Employer will provide notice to the Union for the purpose of providing the Union with an opportunity to persuade the Employer that such work can be efficiently and economically performed by members of the bargaining unit.
- 29.02 The Employer agrees not to contract out work to employees of Marine Canada Acquisition Inc. (dba SeaStar Solutions).



## **ARTICLE 30 - UNION - MANAGEMENT COMMITTEE**

- 30.01 The Union Representative and five (5) Stewards together with three (3) Employer representatives (with the option of the Employer adding one more person to address issues) shall constitute the Union Management Committee. The Committee will meet every four (4) weeks, or more often as required. The meeting shall serve as a forum to discuss matters of the Bargaining Unit.
- 30.02 A written record of the matters discussed shall be maintained and a copy sent to the Union office.
- 30.03 The Employer shall compensate Union Committee members at their regular straight-time wage rates for time served conducting business of the Union-Management Committee and hours in attendance beyond regular work schedules will not be used to calculate a subsequent entitlement to overtime pay.

## **ARTICLE 31 - NEGOTIATING COMMITTEE**

- 31.01        The Employer agrees to recognize and deal with a Negotiating Committee of not more than six (6) employees including the Union Representative (comprised of two (2) salaried employees and four (4) hourly employees), who shall be regular employees of the Employer.
- 31.02        The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

## ARTICLE 32 - LEADER PREMIUM LEVELS

32.01 The current premium structure for leaders will be replaced with three (3) distinct Leader Premium levels as follows:

Level 1            \$1.50 per hour

Level 2            \$2.00 per hour

Level 3            \$2.50 per hour

Three factors will determine each level: volume, number of employees and the complexity of the process and scope of the duties for the particular cell(s) an individual is assigned.

32.02 The Leader Premium Matrix on the next page will be utilized in determining the premium payable based on the three factors. The premium will take effect September 1<sup>st</sup>, 2007 and be reviewed bi-annually and adjusted accordingly. Leaders who are moved will also be adjusted accordingly at the time of the move.

Account	Bldg	Sht	Cells	Annual Volume # x (Shift Factor)		Number of Employees		Complexity (Difficulty x Number of Cells x Number of Building responsible)				Total Assigned points of	Premium	Account	
				Point Assigned	Factor Assigned	Total Volume coefficient	# of employees in area	Point Assigned	Point Assigned	Point Assigned	Total Complexity coefficient				
				A	B	C				A x B x C					
RB	1	1	SSHelmPack, Paint	6	1.00	6.00	13	2.00	1	3	1	3.00	36	\$2.69	RB
RS	1	1	SSHelmAssy	3	1.00	2.98	10	2.00	4	3	0	12.00	72	\$2.58	RS
TY	1	1	Machony Shop	3	1.00	3.00	12	2.00	3	4	1	12.00	72	\$2.58	TY
VV	1	2	SS HelmAssy	3	1.00	3.00	8	2.00	4	3	1	12.00	72	\$2.58	VV
ED	2	1	Volvo - Volklog, Motor oil as	2	2.50	6.00	14	2.00	3	11	1	33.00	53	\$2.58	ED
LS	2	1	PH-FMC-Elec-FFC-FDB IGt	3	2.25	1.33	14	2.00	4	5	1	20.00	53	\$2.58	LS
PP	2	2	All Cells- Afternoon	2	2.50	6.00	17	3.00	3	6	1	18.00	42	\$2.58	PP
AL	2	1	SQE Sorting	2	2.00	1.00	2	1.00	0	2	1	4.00	4	\$1.58	AL
JK	2	1	PAS Amb, Train pumps, JIS	2	2.00	1.00	10	2.00	3	5	1	15.00	30	\$2.63	JK
SC	3	1	VO & PS Cyl	2	1.75	1.14	15	3.00	3	4	1	8.00	27	\$2.63	SC
CS	3	1	Pivot, hose, evening line	5	2.25	2.67	11	2.00	3	4	1	9.00	43	\$2.58	CS
BC	3	1	BRP-falcon, track 1	2	1.00	2.00	7	2.00	4	2	1	6.00	32	\$2.00	BC
PS	3	1	SPA-BayStar Cylinder	2	1.00	2.00	9	2.00	3	3	1	9.00	36	\$2.01	PS
CV	3	1	Kitting	6	1.00	6.00	7	2.00	1	0	1	3.00	36	\$2.00	CV
VL	3	1	BRP Mackinac, Hyd beler, r	2	1.50	1.33	6	2.00	3	4	1	12.00	22	\$2.00	VL
DS	3	2	Pivot B43 PM	5	2.25	2.67	10	2.00	2	4	1	8.00	43	\$2.58	DS
ML	3	2	SPA	1	1.00	1.00	4	1.00	3	4	1	12.00	12	\$1.58	ML
EC	L2,3		Maintenance	1	1.00	1.00	4	1.00	3	6	0	51.00	54	\$2.58	EC
JK	L2,3	3	Night Shift	1	1.00	1.00	12	2.00	3	6	0	51.00	108	\$2.58	JK
DS	L2,3		Shipping/Receiving	7	1.00	7.00	6	2.00	1	2	0	4.00	56	\$2.58	DS
NA			Special Assignment				NA	NA	NA	NA	NA	NA	2.58	JZ	

"Factor" in this column is assigned based on number of shifts and the number of units produced over the different shifts:  
 Example, BRP in Building 3, runs on the day shift and partially on the afternoon shift, the volume is proportionately read

Premium Base	Index	Rate
Level 1	100.00	\$1.58
Level 2	25.00	\$2.00
Level 3	50.00	\$2.50


**ARTICLE 33 - DURATION OF AGREEMENT**


- 33.01 This Agreement shall be for the period from and including September 1<sup>st</sup>, 2015 to and including August 31<sup>st</sup>, 2020 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, which is August 31<sup>st</sup>, 2015, or immediately preceding the last day of August in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.
- 33.02 Notwithstanding Article 33.01, all provisions of the expired Collective Agreement will remain in full force until either a new Collective Agreement is negotiated or the parties engage in a lawful strike or lockout.
- 33.03 The parties agree to exclude the operation of Section 50(2) and (3) of the *British Columbia Labour Relations Code*.

**IN WITNESS WHEREOF:** The parties have executed this Agreement at Richmond, BC this 28<sup>TH</sup> day of October, 2015

**UNIFOR, LOCAL UNION NO. 114**


**MARINE CANADA ACQUISITION INC. (dba SEASTAR SOLUTIONS)**

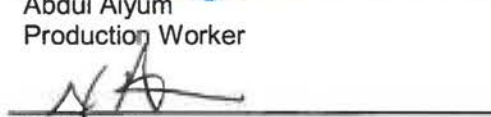
  
\_\_\_\_\_  
Gavin Davies  
National Representative


  
\_\_\_\_\_  
Gerd McGrath  
President, Local 114

  
\_\_\_\_\_  
Dave Fleck  
General Maintenance

  
\_\_\_\_\_  
Richard Elliott  
CNC Specialist

  
\_\_\_\_\_  
Abdul Aiyum  
Production Worker

  
\_\_\_\_\_  
Neil DaSilva  
Production Worker

  
\_\_\_\_\_  
Weimin (Ward) Jing  
Production Worker

  
\_\_\_\_\_  
Sarjit S. Saran  
Human Resources Manager

  
\_\_\_\_\_  
Chris Riebe  
Director of Operations

  
\_\_\_\_\_  
Samson Low  
Director of Finance & Accounting

  
\_\_\_\_\_  
Ekjot K. Dhatt  
Human Resources Generalist

  
\_\_\_\_\_  
Randip Dhah  
Human Resources Coordinator

## SCHEDULE "A"

### HOURLY EMPLOYEES CLASSIFICATIONS, RATES, HOURS OF WORK, AND OVERTIME

#### A. CLASSIFICATIONS AND RATES

1. Employees shall be paid the wage rate appropriate for the job they have been hired for or posted to.

*See Table 1 – Classifications and Pay Rates (Hourly).*

- a) Regular full-time employees who post up to another position will retain a pay rate not less than their pay rate at the time of transfer.
2. Employees who post to and accept an alternative position to avoid lay-off shall receive the wage rate normally paid to the position which they have accepted.
  3. Marine Canada Acquisition Inc. (dba Seastar Solutions) apprentices shall be paid the appropriate percentage of the basic journeyman rate in keeping with the following Table:

Apprenticeship Year	Percentage
1st	55%
2nd	65%
3rd	75%
4th	90%

4. Apprentices attending apprenticeship school shall be paid their basic, designated level, classification rate at the straight time rate.

#### B. HOURS OF WORK AND OVERTIME

1. The Employer shall pay "overtime wages" in the amount of one and one-half (1½) times the appropriate regular wage to employees who work:
  - a) more than eight (8) hours a day or forty (40) hours of straight time a week, or
  - b) if on a flexible work schedule, an average over the employee's shift cycle of more than eight (8) hours a day or forty (40) hours of straight time per week.
2. The Employer shall pay "overtime wages" in the amount of two (2) times the appropriate basic regular wage to employees who work:
  - a) more than eleven (11) hours a day or forty-eight (48) hours a week or,

- b) if on a flexible work schedule, an average over the employee's shift cycle of over eleven (11) hours a day or forty-eight (48) hours per week.
- 3. For the purposes of overtime, the standard hours for the 2nd or 3rd shifts are considered to be eight (8) hour shifts and hours worked in excess of the standard hours are eligible for overtime in accordance with Schedule "A" section B1 and B2.
- 4. Overtime work shall be distributed on a rotational basis among those employees who have indicated a willingness to perform overtime and who also have the ability to perform the work required. In the event an insufficient number of employees have expressed a willingness to work overtime, the Employer may assign overtime to qualified employees of his choice. "Reverse seniority order" will be given consideration.
- 5. When overtime on weekends is required the Employer will endeavour to limit the requirement for each employee to one weekend overtime shift.
- 6. It shall be the employee's duty to advise the Employer as early as possible prior to the beginning of their scheduled shift when they are unable to report for work. The Employer shall have the right to request documentation suitable to Management which explains the reason(s) for the absence.

**C. MISCELLANEOUS**

- 1. "Regular wage" means base hourly rate and all applicable premiums. "Regular wage" does not include differentials.
- 2. a) "Lead hands" , "Leaders" and "Shift Leaders" are persons selected and appointed by the employer to direct other employees or to lead processes involving multiple machines or manufacturing steps. However he/she shall not have authority to hire, suspend, discipline or dismiss employees.  
b) "Shift Leaders" are persons selected and appointed by the Employer to assume overall responsibility for the efficient and effective operation of an entire work unit, or for off-shift responsibility for a number of work units, including the scheduling, co-ordination of a number of employees including one or more leaders, safety and plant security.
- 3. Shift Leaders shall receive a premium of two dollars to four dollars (\$2.00 to \$4.00) per hour worked, the exact level between these limits to be negotiated between the parties.
- 4. a) When an employee accepts the designation as "Lead hand" or "Leader" he assumes a higher level of accountability for the safe performance, output and quality of work done by others assigned to him, or for the accuracy of the production within the process(es) under his control. For this additional accountability he shall receive the "Lead Hand" or "Leader"

premium for all the time he works in the assigned designation. This designation can be assigned or withdrawn by the Employer as required or for cause.

- b) When an employee accepts the designation as "Shift Leader" he/she assumes additional responsibilities to that of a Shift Leader and therefore shall receive a Shift Leader premium for all the time worked as a Shift Leader. This designation can be assigned or withdrawn by the Employer as required or for cause.

- 5. "Month" is defined as calendar month for regular full-time employees.
- 6. **Hand Tools:** The Employer has the right to designate the job classifications in which employees shall provide a basic set of hand tools for their personal use. Upon employment, or at any subsequent time, the Employer shall have the right to inspect the required hand tools to assess the completeness of the tool set, the condition of the tools and their suitability for the task they are intended. Personal tools which fail to meet or exceed the required standard may be refused by the Employer. Upon hire, and on the Employer's subsequent request(s), the employee shall provide to the Employer a complete and detailed list of the required hand tools he has in his possession and available for his use. It shall be the employee's responsibility to keep the tools in safe operating condition and provide for their security. It is the sole responsibility of the employee to ensure their list of tools provided for the Employer's record is current. Tools which are damaged or broken in the course of job performance shall be replaced with or, upon presentation of an appropriate purchase receipt, reimbursed for a tool of equal quality. Tool warranty will be applied.
- 7. No employee's regular wage shall be reduced as a consequence of signing this Agreement.



# SCHEDULE "A" CLASSIFICATIONS AND RATES (HOURLY) TABLE

Schedule "A" Classifications and Rates (Hourly Employees)						
Job classification	Service	Sep 2015	Sep 2016	Sep 2017	Sep 2018	Sep 2019
		\$1.00/hr	\$1.50/hr	\$1.75/hr	\$1.75/hr	\$2.00/hr
Production Worker	< 1 YR	\$15.95	\$16.19	\$16.47	\$16.76	\$17.10
	1 YR to < 2 YR	\$16.00	\$17.10	\$17.40	\$17.71	\$18.06
	2 YR to < 3 YR	\$17.87	\$18.14	\$18.46	\$18.78	\$19.15
	3 YR to < 4 YR	\$18.89	\$19.17	\$19.51	\$19.85	\$20.25
	4 YR to < 5 YR	\$19.79	\$20.09	\$20.44	\$20.80	\$21.21
	5 YR to < 6 YR	\$20.85	\$21.16	\$21.53	\$21.91	\$22.35
	6 YR and >	\$22.19	\$22.52	\$22.92	\$23.32	\$23.78
Machine Operator		\$24.86	\$25.33	\$25.87	\$26.12	\$26.80
Machine Technician		\$26.84	\$27.43	\$28.00	\$27.16	\$27.91
Machinist		\$33.10	\$33.78	\$34.28	\$34.88	\$35.57
Team Leader premium		per Leader Premium Chart, Schedule "A"				
Shift Leader premium		\$3.52				
Painter Production Support Technician Shipper / Receiver Material Handler Inspector	< 1 YR	\$16.51	\$16.76	\$17.05	\$17.35	\$17.69
	1 YR to < 2 YR	\$17.44	\$17.70	\$18.01	\$18.33	\$18.69
	2 YR to < 3 YR	\$18.50	\$18.77	\$19.10	\$19.44	\$19.82
	3 YR to < 4 YR	\$19.55	\$19.84	\$20.19	\$20.55	\$20.96
	4 YR to < 5 YR	\$20.48	\$20.79	\$21.15	\$21.52	\$21.95
	5 YR to < 6 YR	\$21.59	\$21.91	\$22.30	\$22.69	\$23.14
	6 YR and >	\$22.97	\$23.31	\$23.72	\$24.14	\$24.62
Jenitor	< 3 YR	\$17.87	\$18.14	\$18.46	\$18.78	\$19.15
	3 YR to < 4 YR	\$18.89	\$19.17	\$19.51	\$19.85	\$20.25
	4 YR to < 5 YR	\$19.79	\$20.09	\$20.44	\$20.80	\$21.21
	5 YR to < 6 YR	\$20.85	\$21.16	\$21.53	\$21.91	\$22.35
	6 YR and >	\$22.18	\$22.51	\$22.91	\$23.31	\$23.77
Machine clean up (including epoxy machine clean up)		+3.80 of Production Worker rate				
Facilities Technician - General Maintenance		\$26.88	\$26.48	\$26.94	\$27.42	\$27.94
Auditor Fixture Technician		\$27.06	\$27.47	\$27.95	\$28.44	\$29.00
Maintenance Millwright		\$33.19	\$33.69	\$34.28	\$34.88	\$35.57
Machine Operator with Journeyman ticket		6% of the top Production Worker rate				
Production Worker with Journeyman ticket		3% of the top Production Worker rate				
First Aid Attendant		\$1.00 per hour				
Shift Differential						
Second Shift:		1/2 hour - 8 hour shift				
Third Shift:		1 1/2 hour - 7 hour shift (No paid rest breaks; paid meal break)				
CNC Level 1 (paid for use of machine vacancies)		\$22.19	\$22.82	\$22.92	\$23.17	\$23.78
CNC Level 2 (paid for use of machine vacancies)		\$23.67	\$24.33	\$24.39	\$24.87	\$25.37
CNC Level 3 Machine Operator						
CNC Level 4 Machine Technician						
CNC Level 5 Machinist						

## SCHEDULE "B"

### SALARIED EMPLOYEES CLASSIFICATIONS, RATES, HOURS OF WORK, AND OVERTIME

#### A. CLASSIFICATIONS AND RATES

1. The Employer shall consider relevant local markets and individual performance when remunerating salaried employees. Minimum pay levels shall be as set out in Table 2.
2. Employees in the following classification groups may, upon agreement with the Employer, work standard hours or flexible hours; and, in accordance with the B.C. Employment Standards Act,

Group I:

- a) be paid overtime at the prescribed rate; or,
- b) at the written request of the employee, "bank" their overtime to be taken as time off with pay at a time mutually agreeable to the Employer and employee.

Typical Positions:

Receptionist,  
Assistant Receptionist  
Clerk-General  
Operations Office Clerk  
Order Taker/Entry Clerk  
Assistant Buyer

Group II:

It is understood that fifteen percent (15%) of the salary paid every employee in a Group II position constitutes compensation for occasional overtime for which no claim shall be made. The fifteen percent shall be paid regardless of the actual overtime worked, if any.

Typical Positions for Group II are those listed in the Classification and Rates, Section A. exclusive of typical positions listed in Group I above.

Nothing in this Schedule or Article 2.06, precludes the Employer from amending position titles used above.

3. At a minimum of once a year, the Employer will meet with each salaried employee to review their job performance and, if appropriate, adjust their individual wage rate.

**TABLE 2**

Salaried Employee Wage Rates  
Associate Classification

Minimums	<b>1-Jan-16</b>
Level 1	\$29,419.38
Level 2	\$32,442.52
Level 3	\$35,690.81
Level 4	\$39,404.07
Level 5	\$43,192.38
Level 6	\$47,508.67
Level 7	\$53,213.45
Level 8	\$60,176.12
Level 9	\$69,997.33

## SCHEDULE "B"

### SALARIED EMPLOYEES

#### A. CLASSIFICATIONS AND RATES

##### Typical Position Titles

- |    |  |  |
|----|--|--|
| 1. | Clerk – General<br>Assistant Receptionist  | Quality Technologist<br>Mechanical Technologist<br>Product Support Representative  |
| 2. | Order Taker/Entry Clerk<br>Operations Office Clerk<br>Receptionist<br>Junior Accounting Clerk<br>Junior Accounts Payable Clerk   | Maintenance Manufacturing<br>Technologist<br>Manufacturing Technologist<br>Measurement Group Leader<br>Product Support Technician<br>Test Assistant                    |
| 3. | Accounts Payable/Receivable<br>Accounting Clerk<br><br>Administrative Assistant<br>Sales & Marketing Assistant<br>Assistant Buyer/Planner<br>Quality Systems Assistant | Test Engineering Technologist<br>Test Leader<br>Warranty Administrator   |
| 4. | Senior Accounts Payable Clerk<br>Junior Accountant<br>Kanban Specialist<br>Operations Buyer/Planner  | 7. Manufacturing Engineer<br>Application Engineer<br>Quality Engineer<br>Automation Engineer<br>Quality Systems Engineer<br>Supplier Quality Engineer<br>Test Engineer |
| 5. | Buyer – SCM Traffic Administrator<br>Lab Technician<br>Customer Service Representative<br>Sales & Marketing Coordinator<br>Maintenance System Coordinator              | 8. Field Services Representative<br>Quality Coordinator<br>Quality Systems Coordinator<br>Production Planner<br>CNC Programmer<br>CNC Specialist                       |
| 6. | Assistant Systems Administrator<br>Intermediate Accountant<br>Technical Service Rep (Internal)   | 9. Engineering Specialist  |

#### B. HOURS OF WORK AND OVERTIME

The regular workweek defined in Article 7 accepts the notion that salaried employees who are granted the option to work a "flexible" schedule may, with the agreement of the appropriate Department Head, adjust their individual work hours to accommodate fluctuations in the workload.

Employees specifically permitted to work on a "flexible work schedule" are expected to be at work every week day, work an average of eight (8) hours each day, and work a minimum of forty (40) hours per week. Any deviation from this expectation shall require the Employer's approval.

**MEMORANDUM OF UNDERSTANDING #1**

**Between:**

**Marine Canada Acquisition Inc. (dba SeaStar Solutions)**  
(hereinafter referred to as the "Company")

**And:**

**UNIFOR, Local Union No. 114**  
(hereinafter referred to as the "Union")

It is agreed that:

Those formerly titled "Foreman" and those not currently holding the position of "Shift Leader" will maintain their previous foreman premium.

**MEMORANDUM OF UNDERSTANDING #2**

**Between:**

**Marine Canada Acquisition Inc. (dba SeaStar Solutions)**  
(hereinafter referred to as the "Company")

**And:**

**UNIFOR, Local Union No. 114**  
(hereinafter referred to as the "Union")

It is agreed that:

Within 30 days of ratification, the parties will meet to discuss the reduction of classification levels in the Machining Group to better define job duties and increase understanding of the expectations of the positions. Present at the meeting will be the Director of Operations; the Plant Manager, Machining; a Machining Supervisor and up to a total of 5 employee and Union representatives. No current employee shall suffer a reduction in wage rate as a result of the contraction of classification levels.

**MEMORANDUM OF UNDERSTANDING #3**

**Between:**

**Marine Canada Acquisition Inc. (dba SeaStar Solutions)**  
(hereinafter referred to as the "Company")

**And:**

**UNIFOR, Local Union No. 114**  
(hereinafter referred to as the "Union")

**RE: UNION EDUCATION LEAVE**

The Employer will pay into a special fund of one cent (\$0.01) per hour straight time worked per hourly employee represented by UNIFOR for the purpose of providing Paid Education Leave. These amounts will be paid by the Employer on a monthly basis and within thirty (30) calendar days following the end of each month, into a trust fund established by UNIFOR for this purpose, and will be made payable and remitted to the following:

UNIFOR Paid Education Leave Training Fund  
UNIFOR Canada  
205 Placer Court  
Toronto Ontario, M2H 3H9