

# **MEMORANDUM OF SETTLEMENT**

**For a Renewed Collective Agreement**

between

**Vancouver Shipyards Co. Ltd.**

and

**Marine and Shipbuilders Local 506, International Association of Machinists Lodge 692,  
International Brotherhood of Electrical Workers Local 213, United Association Of  
Pipefitters Local 170, and MoveUp, Local 378**

The undersigned bargaining representatives acting on behalf of Vancouver Shipyards Co. Ltd. (hereinafter call "the Company"), agree to unanimously recommend to Seaspan ULC Executive for ratification and signature;

AND

The undersigned bargaining representatives acting on behalf of the Marine and Shipbuilders Local 506, International Association of Machinists Lodge 692, International Brotherhood of Electrical Workers Local 213, United Association Of Pipefitters Local 170, and MoveUp, Local 378 (hereinafter call "the Union"), agree to unanimously recommend to the Union membership for acceptance and ratification;

That the Collective Agreement between the Company and the Union commencing March 1, 2018, and expiring September 30, 2023, (hereinafter called the "new Collective Agreement"), shall consist of the following:

**1. Previous Conditions**

All of the terms of the 2013 - 2018 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreement shall be from March 1, 2018, to February 28, 2023, both dates inclusive.

**3. Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Settlement, unless otherwise specified.

4. Appendix "A"

The Company and the Union have agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Appendix "A" (i.e. the "Comprehensive Proposal").

5. Appendix "B"


The Company and the Union have agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Appendix "B" (i.e. the "Green Sheets").


6. Ratification

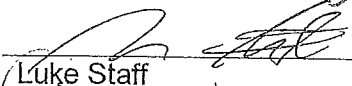
The parties expressly agree that, upon the completed signing of this Memorandum of Settlement, the parties shall unanimously recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations as necessary.


Signed this 03 day of October, 2018.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

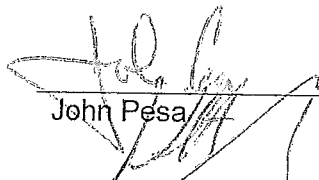
  
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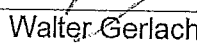
  
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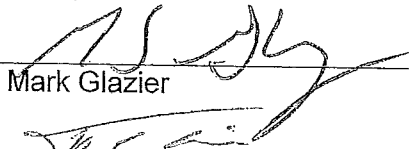
  
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Luke Staff

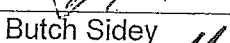
  
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Jerry Dardengo

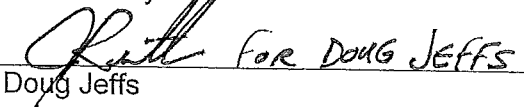
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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John Pesa

  
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Walter Gerlach

  
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Mark Glazier

  
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Butch Sidey

  
\_\_\_\_\_  
Doug Jeffs For DOUG JEFFS

## APPENDIX "A"

# **Collective Bargaining for the renewal of the Collective Agreement**

between

**Vancouver Shipyards Co. Ltd.**

and

**Marine and Shipbuilders Local 506, International Association  
of Machinists Lodge 692, International Brotherhood of  
Electrical Workers Local 213, United Association Of  
Pipefitters Local 170, and MoveUp, Local 378**

that expired on February 28, 2018

## **Vancouver Shipyards Co. Ltd. Comprehensive Proposal October 2, 2018**

The following is a comprehensive proposal for full and final settlement of collective bargaining between Vancouver Shipyards Co. Ltd. and Marine and Shipbuilders Local 506, International Association of Machinists Lodge 692, International Brotherhood of Electrical Workers Local 213, United Association of Pipefitters Local 170, and MoveUp, Local 378. Any proposal not included or referred to in this document is considered to be withdrawn on a without prejudice basis to either party.

Some proposals may require agreement regarding specific language and/or placement in the collective agreement (E&OE).

Any proposals previously agreed to in the course of bargaining are considered part of the entire package and are to be included in a Memorandum of Settlement.

### **1. Housekeeping**

- a) *Amend:* Vancouver Shipyards Co. Ltd. (Pemberton Site) *to read:* Vancouver Shipyards Co. Ltd.
- b) Amend all reference to "the Union" or "Unions" to "the Council of Unions" where appropriate.

**2. Articles 5.01, 5.02, 5.03, 5.04**

*Amend to read as follows:*

**5.01 Day Shift** ~~Seven and three quarters (7 3/4)~~ Eight (8) hours shall constitute a day's work ~~(7:00 am to 3:15 pm)~~ (6:00 am to 2:30 pm) Monday to Friday inclusive, subject to the provisions of Section 5.02 of this Article. ~~Thirty eight and three quarter (38 3/4)~~ Forty (40) hours shall constitute a week's work. ~~on day shift.~~

**Work Breaks** 1<sup>st</sup> break 8:45 am to 9:00 am, 2<sup>nd</sup> break 11:25 am to 12:00 noon, shift ends at ~~3:00~~ 2:15 pm but employees shall be paid to 3:15 2:30 pm.

**5.02 (a)** When existing conditions render it desirable to start the day shift at an earlier or later hour such starting time may, with the consent of the parties hereto, be made earlier but in no event earlier than ~~7:00 am~~ 6:00 am and not later than ~~8:30 am~~ 8:00 am it is agreed and understood that the starting time and/or the terminating time of existing shifts may be varied by written mutual consent of the parties to this Agreement.

**(b)** The Company and the Union may, by mutual consent, temporarily alter normal starting and stopping times of existing shifts for specific employees. ~~by one (1) hour.~~

**5.03 Afternoon Shift** ~~The Afternoon Shift shall be from 3:00 pm to 11:00 pm with a designated thirty (30) minute lunch break, i.e. seven and one half (7 1/2) hours worked.~~ Eight (8) hours shall constitute the shift's work (2:45 pm to 11:15 pm). Shift differential will be ~~\$2.65~~ \$2.75 per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at ~~3:00~~ 2:45 pm, Monday.

~~Effective March 1, 2016, the Afternoon Shift differential will increase to \$2.70 per hour earned. Effective March 1, 2017, the Afternoon Shift differential will increase to \$2.75 per hour earned.~~

**Work Breaks** 1<sup>st</sup> break 5:15 pm to 5:30 pm, 2<sup>nd</sup> break 7:55 pm to 8:30 pm, shift ends at ~~10:45~~ 11:00 pm but employees shall be paid to 11:00 11:15 pm.

**5.04 Graveyard Shift** ~~The Graveyard Shift hours shall be from 10:45 pm to 6:00 am with a designated thirty (30) minute period for lunch, i.e. seven (7) hours worked.~~ Eight (8) hours shall constitute the shift's work (11:00 pm to 7:30 am). Shift differential will be ~~\$4.05~~ \$4.15 per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at ~~10:45~~ 11:00 pm, Sunday.

~~Effective March 1, 2016, the Graveyard Shift differential will increase to \$4.10 per hour earned. Effective March 1, 2017, the Graveyard Shift differential will increase to \$4.15 per hour earned.~~

**Work Breaks** 1<sup>st</sup> break 1:30 am to 1:45 am, 2<sup>nd</sup> break 4:25 am to 5:00 am, shift ends at 7:15 am but employees shall be paid to 7:30 am.

### 3. Article 5.10 – Hours of Work – Compressed Work Week - New

*Add the following new provision:*

#### Compressed Work Week

- a) With no less than seventy-two (72) hours' notice employees may be required to work a compressed work week of four (4) ten (10) hour shifts.

The Company understands that it will, on application, give careful and responsible consideration to requests from employees who have pressing personal reasons that would justify their being exempt from the requirement to work a compressed work week.

- b) Ten (10) hours shall constitute the day's work and shall be paid at the applicable straight time rate.
- c) Compressed work weeks shall run from Monday through Thursday or Tuesday through Friday.
- d) For the day shift, the work day shall be from 6:00 am to 4:30 pm. The first work break shall be a paid break from 8:55 am to 9:20 am. The second work break shall be an unpaid break from 12:25 pm to 1:00pm. The shift ends at 4:15pm but employees shall be paid to 4:30 pm.
- e) For the afternoon shift, the work day shall be from 4:00 pm to 2:30 am. The first work break shall be a paid break from 6:55 pm to 7:20 pm. The second work break shall be an unpaid break from 10:25 pm to 11:00 pm. The shift ends at 2:15 am but employees shall be paid to 2:30 am.
- f) All hours worked in excess of ten (10) hours in a work day will be paid at two times (2x) the applicable straight time hourly rate.
- g) For employees working Monday through Thursday, all work performed on a Friday, Saturday or Sunday shall be paid at the rate of double time.
- h) For employees working Tuesday through Friday, all work performed on a Monday, Saturday or Sunday shall be paid at the rate of double time.
- i) For Statutory Holidays, Article 7 shall apply. All Statutory Holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

- j) With no less than seventy-two (72) hours' notice employee will be advised that the Compressed Work Week is ending and that they are reverting back to their eight (8) hours shifts

**4. Article 6.12 – Overtime Meals**

*Amend the first paragraph to read as follows:*

In case of an employee required to work overtime immediately following their regular shift, for more than two (2) hours but not more than three and one-half (3 ½) hours, the employee shall receive an extra thirty (30) minutes pay at the prevailing overtime rate in lieu of a meal break, and in place of a hot meal, a dollar amount equivalent to 70% of the Straight Time hourly journey person's rate, to a maximum of ~~\$15.00~~ \$20.00, to compensate for the cost of the meal.

**5. Article 9.03 – Vacation Banked Overtime**

*Amend to read as follows:*

Time off may be taken in multiples of full shifts as follows only with the proper approval of the employee's Supervisor. Such approval will not be unreasonably withheld.

(a) ~~Up to and including~~ Forty eight hours  
~~four days accumulation.~~ notice to the Foreman.

(b) ~~Over four days~~ Approval from the  
~~accumulation~~ Foreman.

**NOTE:** A signed voucher by the ~~Foreman~~ Supervisor is required for (a) and (b) above.

Although not part of the Collective Agreement, within a month of ratification of the Memorandum of Settlement, employees will have the opportunity to make a selection related to management of their banked overtime in accordance with Article IX.

**6. Article 11.02 – Seniority**

*Amend to read as follows:*

In order to lay off or re-hire out of seniority, the difference in skill and ability required must be distinct or seniority will apply.

**7. Article 11.05 - Seniority**

*Amend to read as follows:*

**Probationary Period** No employee shall attain seniority standing until having completed four hundred and ~~fifty (450)~~ eighty (480) hours worked within a six (6) month period of the date of hiring. When approved, the new employee's seniority date shall be their first hiring date added to the bottom of the seniority list. Employees who have not attained seniority, i.e., with less than four hundred and ~~fifty (450)~~ eighty (480) hours worked shall not be subject to the seniority provisions of this Agreement.

In the event two or more employees are hired on the same day and complete their probationary period at the same time, the Union will decide the tie-break and subsequent order of placement of the employees on the seniority list. Upon request, the Company will provide an accounting of hours worked by the employees.

**8. Article 11.06 – Seniority**

*Amend to read as follows:*

The Company shall prepare seniority lists from their records and where a doubt exists regarding an employee's original hiring date or length of service or seniority, the Company records shall be deemed correct the parties will meet to resolve the issue. The Union has the right to grieve unresolved seniority list issues.

**9. Article 11.07 – first paragraph**

*Amend to read as follows:*

When employees are laid off, due to lack of work, seniority shall be maintained for a period of ~~two (2)~~ three (3) years providing work is not available.

**10. Article 11.08**

No change 11.08(a) and 11.08(b)

*Amend 11.08(c) to read as follows:*

- c) Any employee who is out of the service of the Company, for any reason, for an unbroken period of ~~two (2)~~ three (3) years except for a temporary disability/sickness of injury (confirmed with medical documentation satisfactory to the Company) and as otherwise provided in this section. (See Letter of Understanding re: Recall)

**AND**

**Appendix “A” – Letters of Understanding – B. Re: Recall**



*Amend to read as follows:*

Effective for the term of the Collective Agreement, when the Company increases the working force beyond the seniority listed employees set by the normal ~~two (2)~~ three (3) year limit:

1. The Union shall dispatch former employees in the order of their former seniority standing up to ~~three (3)~~ four (4) years.
2. Persons laid off due to lack of work for more than ~~two (2)~~ three (3) years but less than ~~three (3)~~ four (4) years will be dispatched as new employees, and will be required to serve a reduced probationary period of two hundred and ~~twenty (225)~~ forty (240) hours within a six (6) month period from the date of rehire.

**11. Article 11.09**

*Amend to read as follows:*

The Company reserves the right to make all promotions to supervisory positions or other positions outside the bargaining unit. Employees who have been promoted to salaried positions (~~Foreman and up~~) and who are later demoted or returned to their former position, shall continue to accrue seniority during the for a period of six (6) months following their promotion. ~~probationary period~~. The Company shall remit the Employee's deductions for Health & Welfare, pension and Union dues to the respective Union during the above mentioned six (6) month ~~probationary~~ period.

**12. Article 12.20 – General Conditions – Coffee Work Breaks**

*Amend to read as follows:*

**Coffee Work Breaks** Employees shall be permitted a ~~ten (10)~~ minute coffee work break in accordance with the schedule outlined in Article V. Time of the coffee work break to be indicated by Yard whistle or by arrangements agreed upon by the Union and the Company. The break policy referred as the "5 and 10 and 5 and 30" policy which is intended to facilitate breaks set out in Article V of the Collective Agreement will be maintained.

**13. Article 12.30 – General Conditions (retain 'as is')**

Any generally recognized working conditions within a Yard will not be lessened or cancelled because of the signing of this Agreement.

**14. Article 18.01 – Welfare and Pension**

Amend to read as follows:

~~Effective March 1, 2013 the Company will contribute \$6.40 per hour on all hours earned to the Union Welfare and Pension Plan. Effective March 1, 2014 the Company will contribute \$6.60 per hour on all hours earned to the Union Welfare and Pension Plan. Effective March 1, 2015 the Company will contribute \$6.80 per hour on all hours earned to the Union Welfare and Pension Plan. Effective March 1, 2016 the Company will contribute \$7.00 per hour on all hours earned to the Union Welfare and Pension Plan. Effective March 1, 2017 the~~ The Company will contribute \$7.20 per hour on all hours earned to the Union Welfare and Pension Plan. The Union to advise the Company as to the allocation of this.

**15. Article 19 – Monetary Package**

*Amend to read as follows:*

March 1, 2018 – 1.5% plus 0.10 for H&W or pension  
March 1, 2019 – 2.0% plus 0.10 for H&W or pension  
March 1, 2020 – 2.5% plus 0.10 for H&W or pension  
March 1, 2021 – 3.0% plus 0.10 for H&W or pension  
March 1, 2022 – 3.0% plus 0.10 for H&W or pension

Wages may be allocated to benefits and/or pension (HW&P) at the discretion of the appropriate Union with 30 days written notice prior to the contractual anniversary each year.

SPMT Operators to be paid the Journeyperson rate after successfully passing a competency assessment.

**16. Article 20.01 – Duration of Agreement**

*Amend to read as follows:*

This agreement shall be in force and effect from March 1, 2018, to February 28, 2018 ~~2023~~, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Collective Agreement, within four months immediately preceding the anniversary date in any year thereafter, by written notice to the other Party to require the other Party to commence Collective Bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.


**17. Appendix “B” – Welder Testing, Certification and Employment Requirements**  
(as per Attachment 1 to this document)

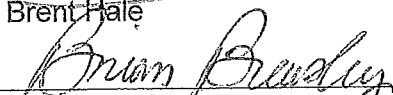
**20. Apprentice Coordinator**

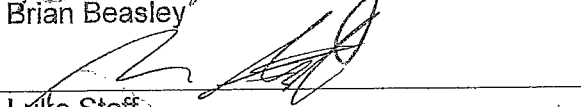
While not required by the Collective Agreement, the Company will make available the Apprentice Coordinator to meet with the Union monthly.

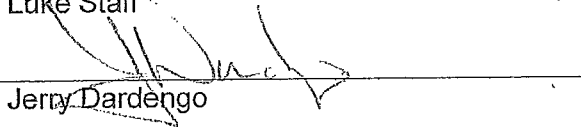
Agreed the 03 day of October, 2018

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**


  
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Brent Hale

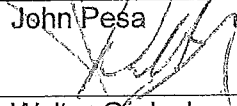
  
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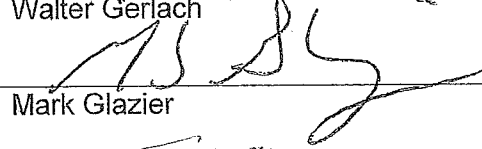
  
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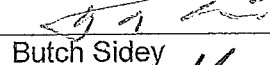
  
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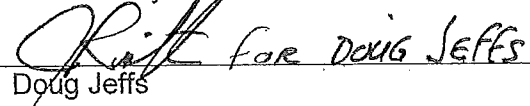
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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Mark Glazier

  
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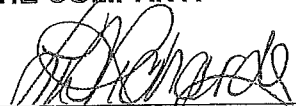
## APPENDIX "B"

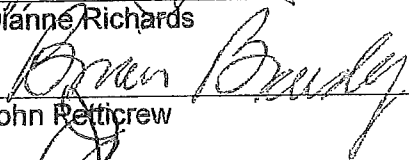
**Article 2.02 – Management Rights**  
*Amend to read as follows:*

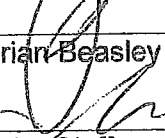
No employee shall be disciplined or discharged except for just and reasonable cause.

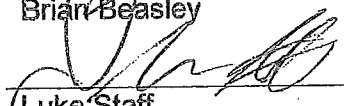
Agreed the 6<sup>th</sup> day of June, 2018.


**BARGAINING REPRESENTATIVES FOR  
THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards


  
\_\_\_\_\_  
John Petticrew

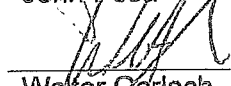
  
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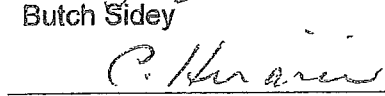
**BARGAINING REPRESENTATIVES FOR  
THE UNION:**

  
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John Pesa

  
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Walter Gerlach

  
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Cathy Hirani

**Article 3.03 – Union Representatives**


*Amend to read as follows:*

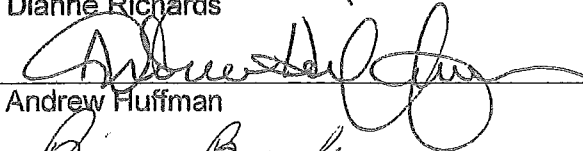
The Unions members employed by the Company shall each select a Shop Steward Committee of one for each shop or shift which shall be known as from each shift for the Shop Steward Committee and such Committee shall be recognized by the Company. The Shop Steward Committee shall meet with Supervisors during day shift working hours in the afternoon on the last Friday of each month, at a time designated by the Company, to discuss workplace issues. The Shop Stewards will be provided with forty-five (45) minutes to meet prior to the meeting with the Supervisors.


Afternoon shift Steward will be paid straight time for attendance.

Agreed the 15<sup>th</sup> day of August, 2018.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards

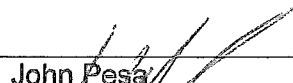
  
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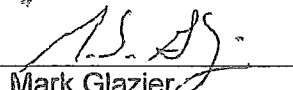
  
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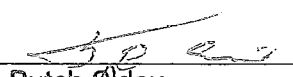
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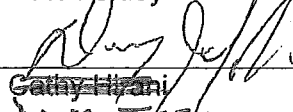
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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John Pesa

  
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Walter Gerlach

  
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Mark Glazier

  
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Butch Sley

  
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Doug Jeffs

**Article 3.04 – Union Representatives**  
*Amend to read as follows:*


A shop steward shall be present at any disciplinary meeting and/or investigating meeting that may lead to disciplinary action against any member of the bargaining unit. The Company agrees to provide the shop steward with as much notice of such meeting(s) as is practicable.

Should an employee request the presence of a shop steward to attend first aid or any other meeting approved by the Company, the Supervisor will endeavor to provide the employee with a shop steward from their department. If a shop steward from the employee's department is not available, a Shop Steward from another department may attend.

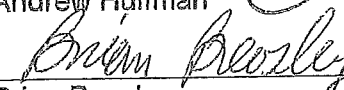
Shop stewards will not leave their regular duties without receiving permission from their Supervisor, which permission will not be unreasonably withheld.

Agreed the 15<sup>th</sup> day of August, 2018.

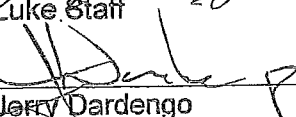
**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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Dianne Richards

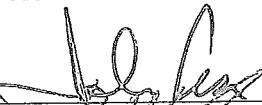
  
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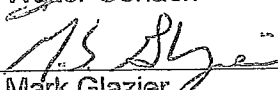
  
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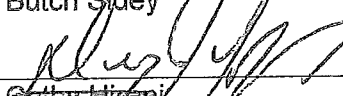
**BARGAINING REPRESENTATIVES FOR THE UNION:**

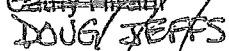
  
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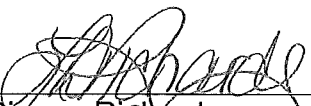
**Article 4.01 – Union Security**

*Amend to read as follows:*


The Company agrees that any employee who at the date of this Agreement is a member of the Union, or any employee who hereafter during the term of this Agreement becomes a member of the Union shall, as a condition of continued employment, maintain membership in good standing. The Union shall notify the Company in writing when an employee is not a member in good standing and the Company shall terminate the employee as soon as practicable.

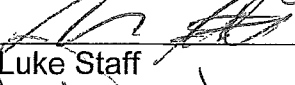
Agreed the 15<sup>th</sup> day of June, 2018.

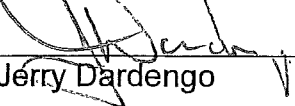
**BARGAINING REPRESENTATIVES  
FOR  
THE COMPANY:**

  
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Dianne Richards

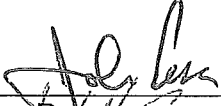
  
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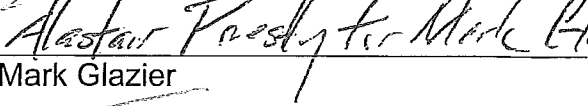
  
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Luke Staff

  
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Jerry Dardengo


**BARGAINING REPRESENTATIVES  
FOR THE UNION:**

  
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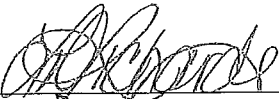
**Article 4.06 – Union Security**

*Amend to read as follows:*

Notwithstanding the provisions of Article IV, Section 4.05 preceding, and in accordance with the bylaws of the applicable Union of the Council, the Company shall deduct from each new employee an amount equal to the union dues from the ~~employees~~ employee's first payroll cheque deposit ~~after completion of five (5) days of work in a calendar month~~ and add that employee's name and said amount to the closest applicable check off, i.e. if the check off for that month has been remitted, it shall be added to the following ~~months~~ month's check off and shown as the previous ~~months~~ month's work.

Agreed the 6<sup>th</sup> day of June, 2018.

**BARGAINING REPRESENTATIVES  
FOR  
THE COMPANY:**



Dianne Richards

John Petticrew

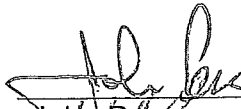


Brian Beasley

Luke Staff

Jerry Dardengo

**BARGAINING REPRESENTATIVES  
FOR THE UNION:**



John Pesa

Walter Gerlach

Mark Glazier

Butch Sidey

Cathy Hirani


**Article 5.07 – Hours of Work**

*Amend to read as follows:*

It is the intention of the Company to continue to blow a warning whistle five (5) minutes before the end of the shift to allow employees to ~~put away journey person~~ wash up. Any abuse of this privilege by the employees shall be subject to immediate correct action by the Company.

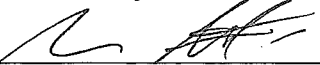
Agreed the 16<sup>th</sup> day of August, 2018.

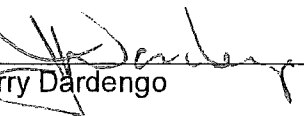
**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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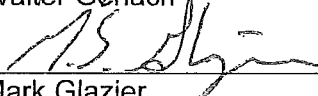
  
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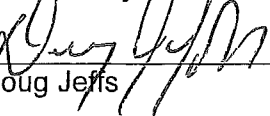
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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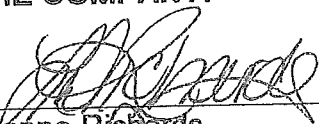
**Article 7.03 (c) – Statutory Holidays**

*Amend to read as follows:*


- (c) On termination or lay off, employees shall receive the five point four percent (5.4%) or five point eight percent (5.8%) as the case may be, for those hours accrued since their previous pay cheque and this amount will be paid on their final cheque pay.

Agreed the 25<sup>th</sup> day of September, 2018

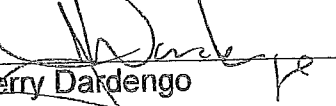
**BARGAINING REPRESENTATIVES  
FOR  
THE COMPANY:**

  
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Dianne Richards


  
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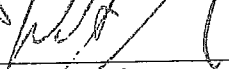
  
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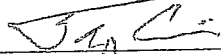
  
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**BARGAINING REPRESENTATIVES  
FOR THE UNION:**

  
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Butch Sidey

  
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Doug Jeffs

**Article 9.01 – Vacation Banked Overtime**

*Amend to read as follows:*


Employees will have two (2) options per year, January 1st and July 1st, at which time they will declare one of the following three options:

1. Fifty percent (50%) cash and fifty percent (50%) time off (160 hours max.)
2. One hundred percent (100%) cash - no time off.
3. One hundred percent (100%) time off - no cash (160 hours max.)

Agreed the 24<sup>th</sup> day of May, 2018.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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Dianne Richards


  
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John Petticrew

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Brian Beasley


  
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Luke Staff

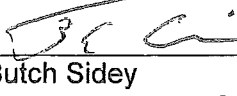
  
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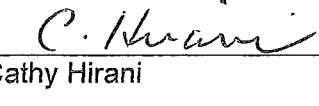
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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Mark Glazier

  
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Cathy Hirani

**Article 9.02 – Vacation Banked Overtime**

*Amend to read as follows:*

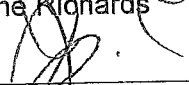
New employees after hiring shall make their declaration on the first declaration date following. Employees on the seniority list, who miss the declaration date by reason of lay off, compensation, vacation, or sickness, to make their declaration on ~~return to work~~ the next declaration date

Agreed the 24<sup>th</sup> day of May, 2018.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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Dianne Richards

  
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John Petticrew

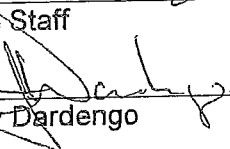
  
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**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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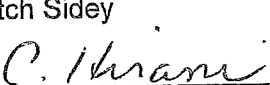
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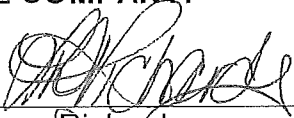
**Article 9.06 – Vacation Banked Overtime**

*Delete:*

~~Employees working on repair work cannot claim vacation overtime until such time as the repair job has been completed.~~

Agreed the 24th day of May, 2018.

**BARGAINING REPRESENTATIVES  
FOR  
THE COMPANY:**



Dianne Richards




John Petticrew



Brian Beasley

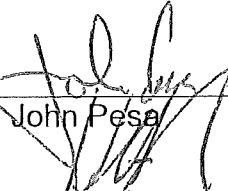


Luke Staff




Jerry Dardengo

**BARGAINING REPRESENTATIVES  
FOR THE UNION:**



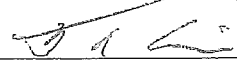
John Pesa



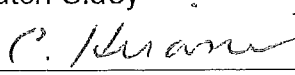
Walter Gerlach



Mark Glazier



Butch Sidey



Cathy Hirani

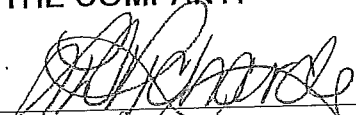
**Article 9.07 – Vacation Banked Overtime**

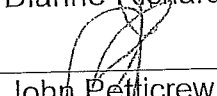
*Amend to read as follows:*

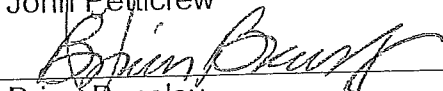
Vacation Banked overtime (~~banked time~~) to be reported on pay stubs as hours accrued.

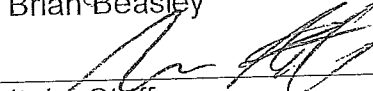
Agreed the 24th day of May, 2018.

**BARGAINING REPRESENTATIVES  
FOR  
THE COMPANY:**

  
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Dianne Richards


  
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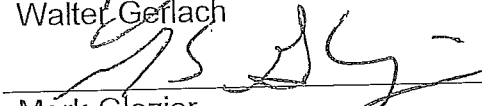
  
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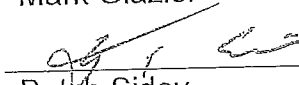
  
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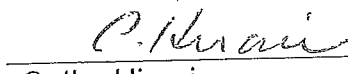
**BARGAINING REPRESENTATIVES  
FOR THE UNION:**

  
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Mark Glazier

  
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Cathy Hirani

**ARTICLE X - GRIEVANCE PROCEDURE**

*Replace all of Article X with the following provision:*

In the event of a dispute or grievance arising out of the interpretation, application or any alleged violation of the Agreement, the following procedure will be carried out:

10.01 The matter shall first be discussed between the employee or employees concerned with the Shop Steward in the Department and applicable Supervisor. If the grievance is not resolved within five (5) working days of the meeting the grievance shall be reduced to writing and filed with the Company. Any grievance or complaint not so filed shall be deemed to have been waived and shall not be entitled to consideration.

10.02 The grievance shall be discussed between a Union representative and the applicable Yard Supervisor. Failing settlement within seven (7) working days, the grievance shall be discussed by a Union Representative and Director, Employee Relations (or their designate). If the grievance is not resolved within seven (7) working days of the meeting it may be referred to arbitration.

10.03 The grievance shall be heard by a single arbitrator mutually agreed to by the Parties. If the Parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator. The fees and expenses of the arbitrator shall be equally shared by the Parties.

10.04 The decision of the Arbitrator shall be final and binding upon both Parties.


10.05 The time limits established in this Article may be altered by mutual agreement of the Parties.


Agreed the 7<sup>th</sup> day of June, 2018.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards


  
\_\_\_\_\_  
John Petticrew

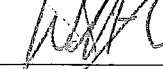
  
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Jerry Dardengo

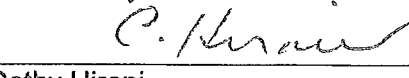
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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John Pesa

  
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Mark Glazier

  
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Cathy Hirani




**Article 12.10 – General Conditions – Layoff Notice**

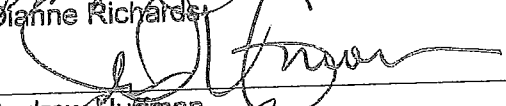
*Amend to read as follows:*


All employees will be given ~~one-half (1/2)~~ one (1) hour notice of lay-off in order to obtain clearance from the Yard. ~~Journey person with tools will be allowed one (1) hour.~~ With respect to this ~~one-half (1/2)~~ one (1) hour clearance time, where ~~fifty (50)~~ twenty-five (25) or more employees are laid-off on the same shift, the Foreman will endeavor to release said employees in sufficient time to ensure the employees will clear the yard not later than the end of the normal shift.

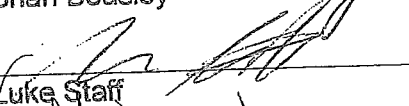
Agreed the 15<sup>th</sup> day of August, 2018.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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Dianne Richards


  
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Brian Beasley


  
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Luke Staff

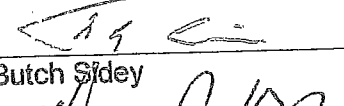
  
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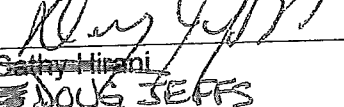
**BARGAINING REPRESENTATIVES FOR THE UNION:**

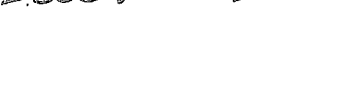
  
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**Article 12.14 – General Conditions – Tools**


*Amend to read as follows:*

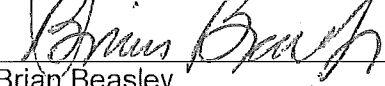
Employees who are required to carry hand tools for the performance of their duties, may purchase them at cost from the Company. It is agreed that employees shall either pay cash at the time of purchase or authorize a deduction from their first pay cheque to cover the purchase. The Company shall exercise control on the amount of such purchases made during each pay period.

Agreed the 24<sup>th</sup> day of May, 2018.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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Dianne Richards

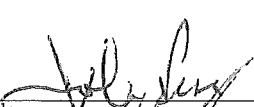
  
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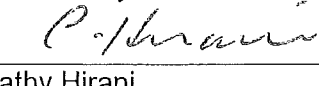
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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Mark Glazier

  
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Cathy Hirani

**Article 12.17 – General Conditions – Air Quality**


Delete


~~Air Quality Time and one quarter (1 1/4) shall be paid to employees while working in compartments full of gases and fumes where it is impossible to provide sufficient ventilation to make air conditions come up to the standard set by the Workers Compensation Board. When the Company removes the hazard by providing proper ventilation and/or proper protective equipment, this premium will not be paid. Employees shall not be requested to work in such places until ventilation is provided.~~

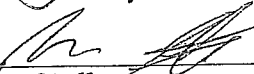
Agreed the 24<sup>th</sup> day of May, 2018.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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Dianne Richards


  
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John Petticrew


  
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Brian Beasley

  
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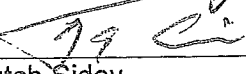
  
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**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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Walter Gerlach

  
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Mark Glazier

  
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Butch Sidey

  
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Cathy Hirani


**Article 12.18 – General Conditions – High Money**


*Delete*

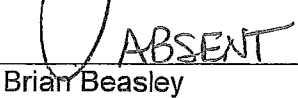
~~High Money~~ When an employee (other than rigging or staging crews) is required to work in a hazardous location, at a height of more than twenty (20) feet from a base and where railing or other safeguards are not arranged and where such work is not, or has not been normally encountered in ship repair, barge repair, or new construction, then the Company will pay a premium of twelve percent (12%) per hour for the hours in which the employee is exposed to the hazard upon application. On barge repair, the base shall be the main or fore'sle decks. The Foreman and the Shop Steward on the job to decide if the work in question is to be classed as hazardous before the job starts.

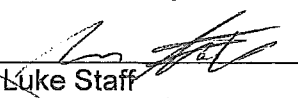
Agreed the 24<sup>th</sup> day of May, 2018.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards

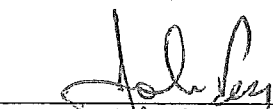
  
\_\_\_\_\_  
John Petticrew

  
\_\_\_\_\_  
ABSENT  
Brian Beasley

  
\_\_\_\_\_  
Luke Staff

  
\_\_\_\_\_  
Jerry Dardengo

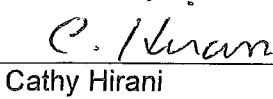
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
\_\_\_\_\_  
Walter Gerlach

  
\_\_\_\_\_  
Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Cathy Hirani

**Article 16 – Productivity**

The Company and the Union agree to withdraw their respective proposed changes to Article 16.

-And-

**Appendix “B” – Marine & Shipbuilders Local 506 – Vancouver Shipyards**

**Classification Covered**

The following classifications will be merged, by dove tailing the lists based on yard seniority dates:

- 1. Welders and Burners (Flame Plane Operators)
- 2. Joiners, Shipfitters & Plate Formers
- 3. Helpers & Labourers
- 4. Crane Operators & Riggers

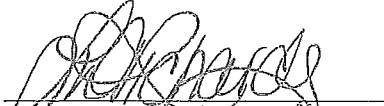
Providing that the number of Chargehands will not be reduced as a result of merging these lists.

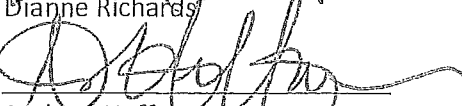
The following classifications will remain:


Painters & Sandblasters  
Storepersons  
Stagers  
Docking Crew  
Insulation Workers

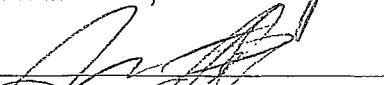
Agreed the 15<sup>th</sup> Day of August, 2018.

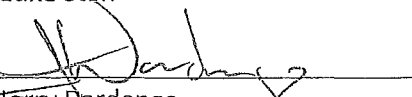
BARGAINING REPRESENTATIVES  
FOR THE COMPANY

  
\_\_\_\_\_  
Dianne Richards

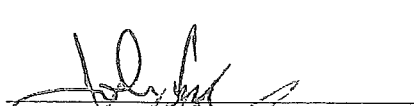
  
\_\_\_\_\_  
Andrew Huffman

  
\_\_\_\_\_  
Brian Beasley


  
\_\_\_\_\_  
Luke Staff

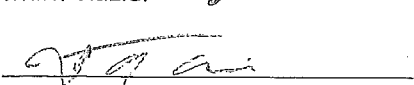
  
\_\_\_\_\_  
Jerry Dardengo

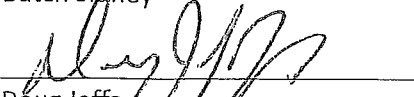
BARGAINING REPRESENTATIVES  
FOR THE UNION

  
\_\_\_\_\_  
John Pesa

  
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Walter Gerlach

  
\_\_\_\_\_  
Mark Glazier

  
\_\_\_\_\_  
Butch Sidney

  
\_\_\_\_\_  
Doug Jeffs

**Article 17.06 – Safety**

Amend to read as follows:

**~~Burning Torch Gas Tag Washer Violations~~ and ~~Electrical Lock-Out Safety Policy~~**

Adherence to the above safety policies policy (~~No. 30 and 39~~ in the Company's Plan and Safety Rules Booklet) are is a condition of employment. Any violation will attract the following disciplinary penalties:

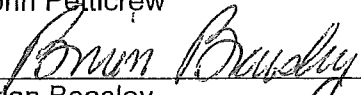
- |                |                                  |
|----------------|----------------------------------|
| First Offence  | - suspended for balance of shift |
| Second Offence | - five (5) days' suspension      |
| Third Offence  | - ten (10) days' suspension      |
| Fourth Offence | - termination                    |

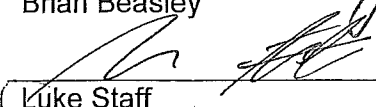
Agreed the 15<sup>th</sup> day of August, 2018.

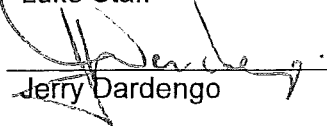
**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards

John Petticrew

  
\_\_\_\_\_  
Brian Beasley

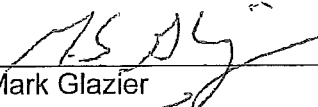
  
\_\_\_\_\_  
Luke Staff

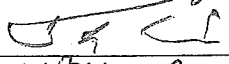
  
\_\_\_\_\_  
Jerry Dardengo

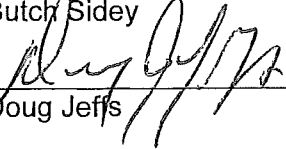
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

Walter Gerlach

  
\_\_\_\_\_  
Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Doug Jeffs

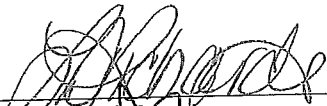
**Article 18.05 – Welfare and Pension**

*Delete the following:*

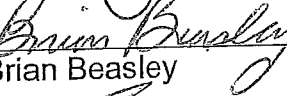
~~Normal retirement for all employees is the first day of the month coincident with or immediately following attainment of age sixty-five (65).~~

Agreed the 6<sup>th</sup> day of June, 2018.


**BARGAINING REPRESENTATIVES  
FOR  
THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards

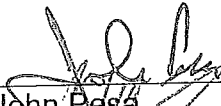
  
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John Petticrew

  
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Brian Beasley

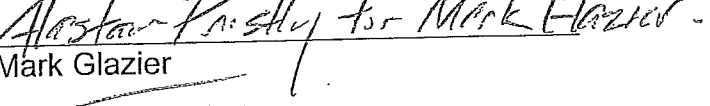
  
\_\_\_\_\_  
Luke Staff

  
\_\_\_\_\_  
Jerry Dardengo


**BARGAINING REPRESENTATIVES  
FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
\_\_\_\_\_  
Walter Gerlach

  
\_\_\_\_\_  
Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Cathy Hirani

**Article 19 – Monetary Package - Allocations**

*Amend the last paragraph to read:*

Wages may be allocated to benefits and/or pension (HW&P) or any other fund a Union may create, at the discretion of the appropriate Union with 30 days written notice prior to the contractual anniversary each year. The allocation must apply to all members of the Union requesting the allocation.

Agreed the 6<sup>th</sup> day of June, 2018.

**BARGAINING REPRESENTATIVES  
FOR  
THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards

  
\_\_\_\_\_  
John Petticrew


  
\_\_\_\_\_  
Brian Beasley

  
\_\_\_\_\_  
Luke Staff


  
\_\_\_\_\_  
Jerry Dardengo

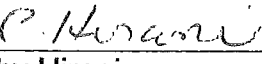
**BARGAINING REPRESENTATIVES  
FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
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Walter Gerlach

  
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Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Cathy Hirani



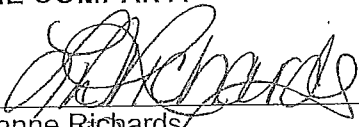
**Appendix "A" – F – Vacation Adjustment**

*Amend to read as follows:*

It is understood and agreed that the Company shall pay a vacation adjustment cheque to employees who qualify at the end of the vacation year.


Agreed the 24<sup>th</sup> day of May, 2018.

**BARGAINING REPRESENTATIVES FOR  
THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards


  
\_\_\_\_\_  
John Petticrew

  
\_\_\_\_\_  
Brian Beasley


  
\_\_\_\_\_  
Luke Staff


  
\_\_\_\_\_  
Jerry Dardengo

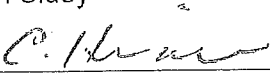
**BARGAINING REPRESENTATIVES FOR  
THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
\_\_\_\_\_  
Walter Gerlach

  
\_\_\_\_\_  
Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Cathy Hirani

**Appendix "A" – G. #7 – Other**  
*Amend to read as follows:*


The Parties agree to establish Joint Union/Management Committees to discuss outstanding issues.


- ~~• retirement criteria and alternatives, and apprentice retention solutions~~
- ~~• disability management program~~
- ~~• issuance of lay-off cheques and records of employment~~

Agreed the 25<sup>th</sup> day of September, 2018.

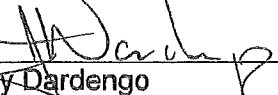
**BARGAINING REPRESENTATIVES FOR  
THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards


  
\_\_\_\_\_  
John Pettidrew

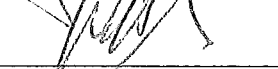
  
\_\_\_\_\_  
Brian Beasley

  
\_\_\_\_\_  
Luke Staff

  
\_\_\_\_\_  
Jerry Dardengo

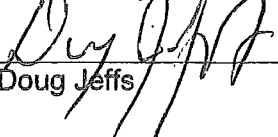
**BARGAINING REPRESENTATIVES FOR  
THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
\_\_\_\_\_  
Walter Gerlach

  
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Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Doug Jeffs

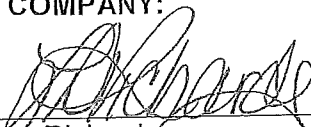
**Appendix "A" – G.#10 – Other**

*Delete:*

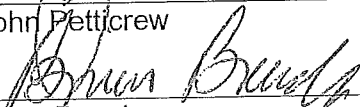
~~The Parties agree to implementation of Direct Deposit by the end of 2008.~~

Agreed the 24<sup>th</sup> day of May, 2018.

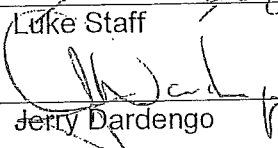
**BARGAINING REPRESENTATIVES FOR  
THE COMPANY:**

  
\_\_\_\_\_  
Dianné Richards

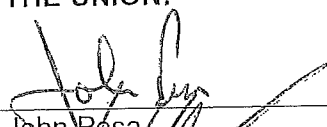
  
\_\_\_\_\_  
John Petticrew

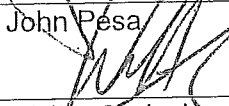
  
\_\_\_\_\_  
Brian Beasley

  
\_\_\_\_\_  
Luke Staff


  
\_\_\_\_\_  
Jerry Dardengo

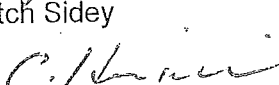
**BARGAINING REPRESENTATIVES FOR  
THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
\_\_\_\_\_  
Walter Gerlach

  
\_\_\_\_\_  
Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Cathy Hirani

**Appendix "B" – Marine & Shipbuilders Local 506 – Health Welfare and Pension Plans.**

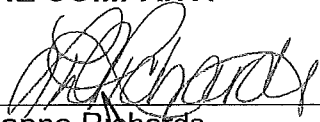
*Amend to read as follows:*


The above schedules represent the negotiated common wage rates for each Local 506 classification. In order to secure adequate funding for the Health/Welfare and Pension Plans, the members of Local 506 have directed that the hourly wage rates for each classification will be reduced by \$1.89/hour an amount specified by the members of Local 506.


*W. H. de CA*

Agreed the 6th day of June, 2018.

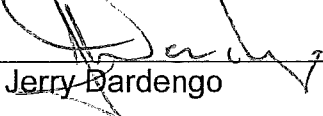
**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards


  
\_\_\_\_\_  
John Petticrew

  
\_\_\_\_\_  
Brian Beasley

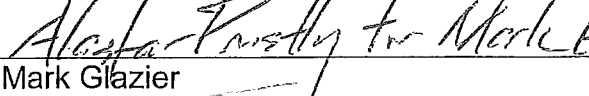
  
\_\_\_\_\_  
Luke Staff


  
\_\_\_\_\_  
Jerry Bardengo

**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
\_\_\_\_\_  
Walter Gerlach

  
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Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Cathy Hirani

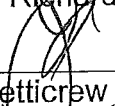
**Appendix "C" – International Association of Machinists & Aerospace Workers  
Lodge 692 – Wage Rates and Classifications - Section 1**

Remove "Helpers" classification and wage rates.

Agreed the 6<sup>th</sup> day of June, 2018.

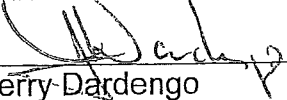
**BARGAINING REPRESENTATIVES  
FOR  
THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards


  
\_\_\_\_\_  
John Petticrew


  
\_\_\_\_\_  
Brian Beasley

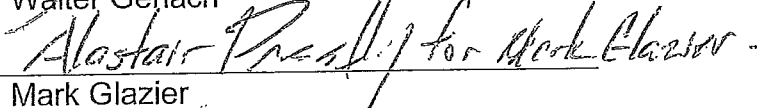
  
\_\_\_\_\_  
Luke Staff

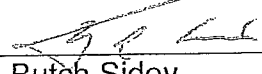
  
\_\_\_\_\_  
Jerry Dardengo

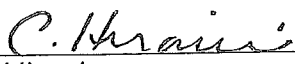
**BARGAINING REPRESENTATIVES  
FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
\_\_\_\_\_  
Walter Gerlach

  
\_\_\_\_\_  
Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

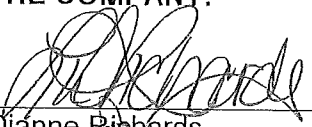
  
\_\_\_\_\_  
Cathy Hirani

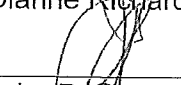
**Appendix "F" - MoveUP**

Delete all reference to "Canadian Office and Professional Employees Union, Local 378" and replace with "MoveUP (Canadian Office and Professional Employees Union, Local 378)".

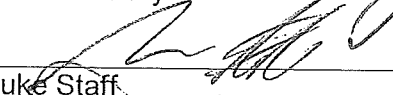
Agreed the \_\_\_\_\_ day of June, 2018.

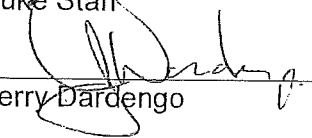
**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards

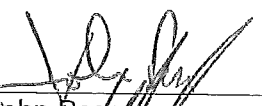
  
\_\_\_\_\_  
John Petricrew

  
\_\_\_\_\_  
Brian Beasley

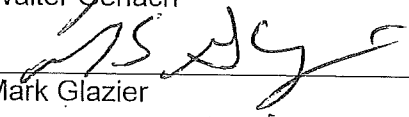
  
\_\_\_\_\_  
Luke Staff

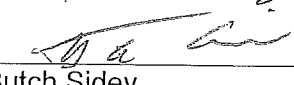
  
\_\_\_\_\_  
Jerry Dardengo

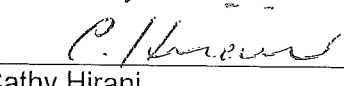
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
John Resa

  
\_\_\_\_\_  
Walter Gerlach

  
\_\_\_\_\_  
Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Cathy Hirani

**Appendix "F" – MoveUp**

**Article 10 – Sick Leave, Welfare Plans and Pension Plans**

Amend all reference to "Sick Pay" to "Sick Leave" and amend "MSA Dental Care Plan" to "Pacific Blue Cross Dental Care Plan".

Agreed the 24<sup>th</sup> day of May, 2018.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**



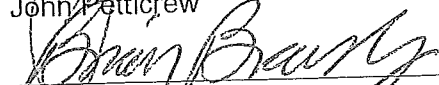
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Dianne Richards



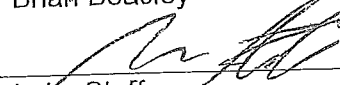
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John Pettigrew



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Brian Beasley



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Luke Staff



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Jerry Dardengo

**BARGAINING REPRESENTATIVES FOR THE UNION:**




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John Pesa



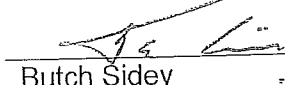
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Walter Gerlach



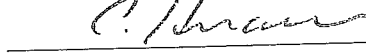
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Mark Glazier



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Butch Sidey



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Cathy Hirani

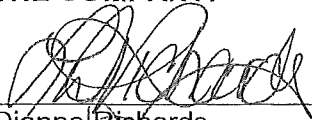
Appendix "F" – MoveUp

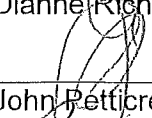
Article 3.03 and 3.04 – Union Representation

Change all references to "Office Steward(s)" to "Job Stewards" so consistent with Article 3.05.

Agreed the 24<sup>th</sup> day of May, 2018.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards


  
\_\_\_\_\_  
John Petticrew


  
\_\_\_\_\_  
Brian Beasley

  
\_\_\_\_\_  
Luke Staff

  
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Jerry Dardengo


**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
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Walter Gerlach

  
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Mark Glazier

  
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Butch Sidey

  
\_\_\_\_\_  
Cathy Hirani



**Article 2.04 – Assignment of Wages and Employee Information**

*Amend to read as follows:*

Upon written authorization from the employee, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee, and to transmit the monies so collected to the Union once monthly, together with the following information as to the persons from whose pay such deductions have been made.

- |                              |   |
|------------------------------|---|
| (a) employee name            | (g) gross earnings for the applicable period  |
| (b) ID number (if available) | (h) amount of dues deducted                   |
| (c) home address             | (i) telephone number, except where employees  |
| (d) date of hire is          | have expressly indicated that their number is |
| (e) job classification       | unlisted                                      |
| (f) employment status        |   |

Such information shall be supplied by the Company in a form mutually acceptable to the Parties. In addition, the Company will provide the Union with updated information as changes occur.

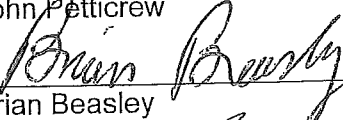
**Remittance of Deductions**

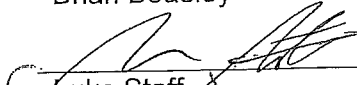
All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction. Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

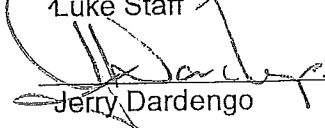
Agreed the 14<sup>th</sup> day of August, 2018.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

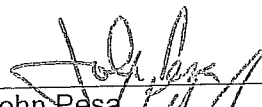
  
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Dianne Richards

John Petticrew  
  
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Brian Beasley

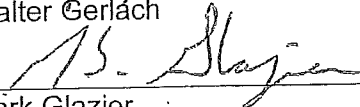
  
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Luke Staff


  
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Jerry Dardengo

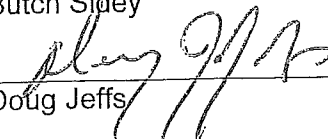
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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John Resa

Walter Gerlach

  
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Mark Glazier

  
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Butch Sidey

  
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Doug Jeffs

**Article 3.06 – Union Representation – Unpaid Leave**

*Add the following new provision:*

(a) Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the Union, shall be granted an unpaid leave of absence to perform their duties. The Union shall give the Company notice in writing at their earliest opportunity but not less than thirty (30) days prior to the commencement of the leave. The Employee will continue to accrue seniority with the Employer.

(b) Where benefit plan coverage permits, an employee on leave pursuant to Article 3.06 (a) may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case s/he will be responsible for reimbursing the employer on a monthly basis (by way of post-dated cheques) for the cost of such continued coverage, unless Union makes such monthly payments on behalf of the Employee.


(c) Permission for leave pursuant to this Article 3.06 shall not be unreasonably denied by the Employer and such leave, once approved, shall not be interrupted by the Employer during the approved period of the leave.


Agreed the 14<sup>th</sup> day of August, 2018.

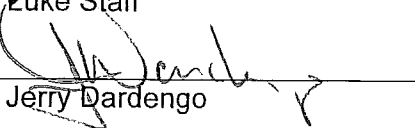
**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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Dianne Richards

John Pettigrew


  
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Brian Beasley

  
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Luke Staff


  
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Jerry Dardengo

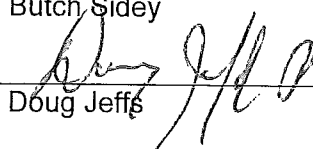
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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John Pesa

  
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Walter Gerlach

  
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Mark Glazier

  
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Butch Sidey

  
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Doug Jeffs

**Article 3.07 – Union Representation – Unpaid Leave to Attend Convention**

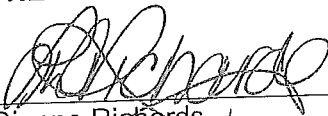
*Add the following new provision:*

Upon written application to the immediate supervisor at least fourteen (14) days in advance, and provided the requirements of the operation permit, the Employer shall grant leave of absence without pay to not more than one (1) employee to attend a Union convention or other official union function on behalf of the Union. Such leave shall not exceed one (1) week, except where mutually agreed to extend such period.

Notwithstanding the above, a leave of absence without pay for one (1) employee, who is a member of the Union Executive Council, to attend Union Executive Council Meetings will be subject to the notice provisions of Article 3.07 but not operational requirements.

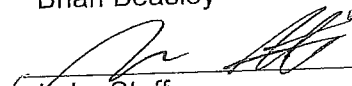
Agreed the 14<sup>th</sup> day of August, 2018.

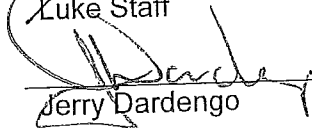
**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards


Andrew Huffman

  
\_\_\_\_\_  
Brian Beasley

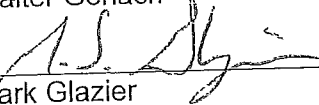
  
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Luke Staff

  
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Jerry Dardengo

**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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John Pesa

Walter Gerlach

  
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Mark Glazier

  
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Butch Sidey

  
\_\_\_\_\_  
Doug Jeffs


**Article 5.04 – Temporary Employees**

*Amend the first paragraph to read as follows:*


An employee hired on a full-time or part-time regular basis for a specified period, on a project basis, not exceeding ~~three (3)~~ six (6) months duration, except where extended by mutual agreement between the Union and the Employer. These employees shall be covered by all conditions of this Agreement, except as follows:

Agreed the 14<sup>th</sup> day of August, 2018.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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Dianne Richards

John Petticrew

  
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Brian Beasley


  
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Luke Staff

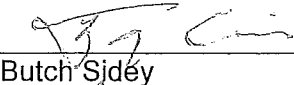
  
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Jerry Dardengo

**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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John Pesa

Walter Gerlach

  
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Mark Glazier

  
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Butch Sidéy

  
\_\_\_\_\_  
Doug Jeffs


**Article 5.05 – Casual Employees**

*Amend the first paragraph to read as follows:*

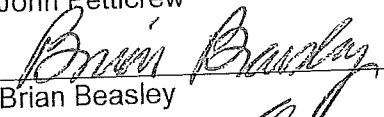
An employee hired on an as-and-when required basis during periods when regular employees are sick, on leave of absence, on vacation, subject to excessive work loads or emergency situations. The period of employment shall not exceed ~~thirty (30)~~ sixty (60) working days except where extended by mutual agreement between the Union and the Employer. Casual employees shall be covered by all conditions of this Agreement except as follows:

Agreed the 14<sup>th</sup> day of August, 2018.

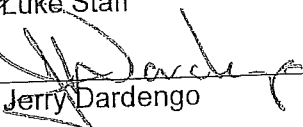
**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
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Dianne Richards

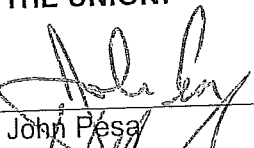
John Petticrew

  
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Brian Beasley

  
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Luke Staff

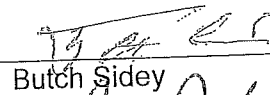
  
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Jerry Dardengo

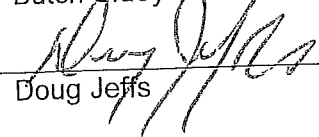
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
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Walter Gerlach

  
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Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Doug Jeffs

**Article 6.05 – Overtime Allocation**

*Amend to read as follows:*

Overtime will be offered amongst employees in the Department who are able to perform the work. Such overtime will first be offered to employees on a voluntary basis in order of seniority. If there are no volunteers, overtime will be assigned based on reverse seniority.

Agreed the 14<sup>th</sup> day of August, 2018.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**



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Dianne Richards

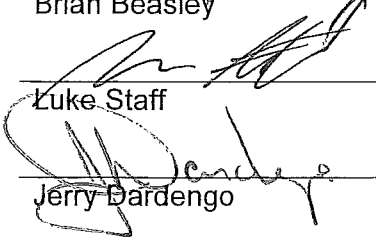
John Pettigrew



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Brian Beasley

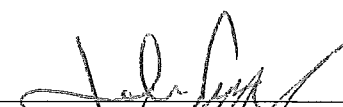
Luke Staff



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Jerry Dardengo

**BARGAINING REPRESENTATIVES FOR THE UNION:**



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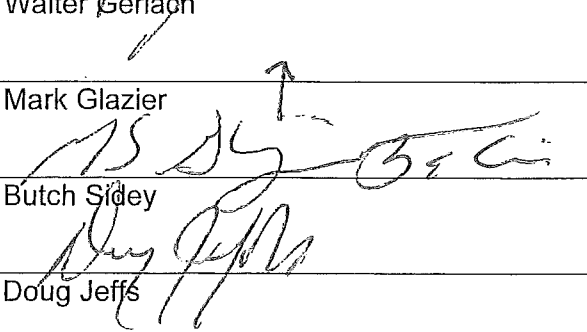
John Pesa

Walter Gerlach

Mark Glazier

Butch Sidey

Doug Jeffs



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**Article 8.08 – Annual Vacation - Selection**

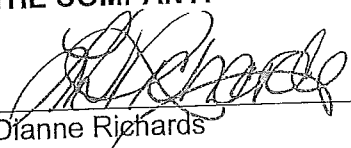
*Amend to read as follows:*

Employees shall select their vacation periods in order of seniority, as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group who have chosen to take their vacation in broken periods shall select, in order of seniority, for a second vacation period and again for subsequent periods, until all periods are chosen.

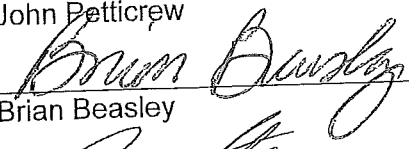
Notwithstanding section 8.07 of this agreement, employees' vacation selection will be limited to a maximum of four (4) weeks vacation during the Prime Vacation Period, unless otherwise approved by management. Such approvals will not be unreasonably withheld. For purpose of this section, Prime Vacation shall be the vacation time between June 15<sup>th</sup> and September 15<sup>th</sup> of each calendar year.

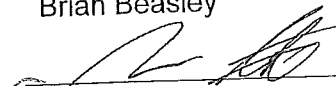
Agreed the 14<sup>th</sup> day of August, 2018.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
Dianne Richards

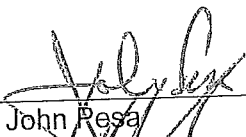
John Petticrew


  
Brian Beasley

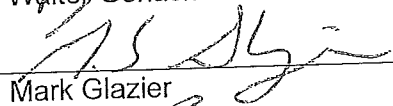
  
Luke Staff

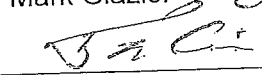
  
Jerry Dardengo

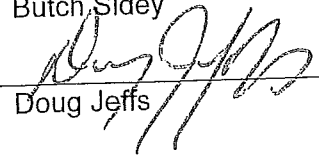
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
John Pesa

  
Walter Gerlach

  
Mark Glazier

  
Butch Sidey

  
Doug Jeffs

**Article 10.07 – Sick Leave, Welfare Plans and Pension Plan - General**

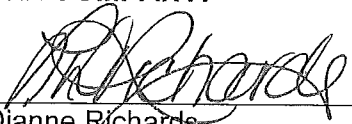
*Amend to read as follows:*

- (a) An employee receiving Long Term Disability Plan benefits shall have the right to return to his/her former job for a period of twenty-four (24) months from the date of disability and shall continue to accrue seniority for the first twelve (12) months only, from the date of disability for that period.


Should the employee become employable on a full-time regular basis subsequent to the expiry of this twenty-four (24) month period, he/she shall be placed on the recall list for a period of six (6) months.

Agreed the 14<sup>th</sup> day of August, 2018.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards


John Petticrew

  
\_\_\_\_\_  
Brian Beasley

  
\_\_\_\_\_  
Luke Staff

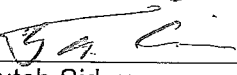
  
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Jerry Dardengo

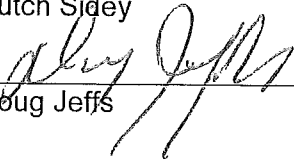
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
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Walter Gerlach

  
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Mark Glazier

  
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Butch Sidey

  
\_\_\_\_\_  
Doug Jeffs



**Article 12.06 - Layoff**

*Amend to read as follows:*

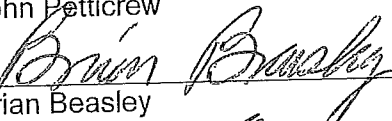
All regular (i.e. permanent) employees shall be given ~~two (2) weeks' notice of layoff or two (2) weeks salary in lieu of layoff.~~ prior written notice or pay in lieu of such notice in accordance with the following:

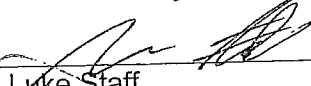
- (a) for up to two years of completed service, two (2) weeks of pay, and
- (b) one (1) additional week of pay for each additional completed year of service to a maximum of eight (8) weeks.

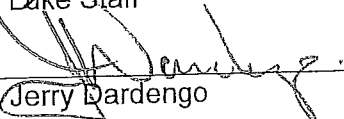
Agreed the 14<sup>th</sup> day of August, 2018.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**


  
\_\_\_\_\_  
Dianne Richards

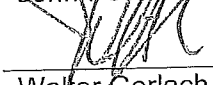
John Petticrew  
  
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Brian Beasley

  
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Luke Staff

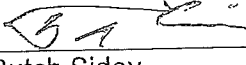
  
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Jerry Dardengo

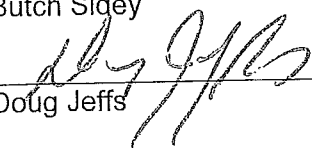
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
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Butch Sidey

  
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Doug Jeffs

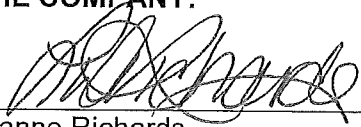
**Article 13.05 - Layoff**

*Amend to read as follows:*

An employee laid-off and placed on the recall list, ~~under in accordance with Article 12, Section 7, 12.7~~ will retain and continue to accumulate seniority during the recall period of lay-off to a maximum of twelve (12) months.

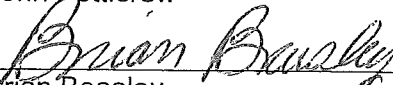
Agreed the 14<sup>th</sup> day of August, 2018.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**



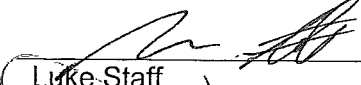
Dianne Richards

John Petticrew



Brian Beasley

Luke Staff



Jerry Dardengo

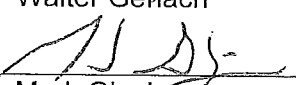


**BARGAINING REPRESENTATIVES FOR THE UNION:**



John Pesa

Walter Gerlach

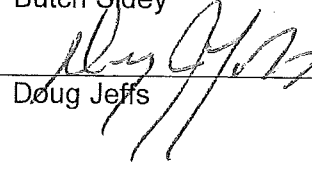


Mark Glazier

Butch Sidey



Doug Jeffs



**Article 13.07 – Layoff – Leave of Absence**

*Amend to read as follows:*

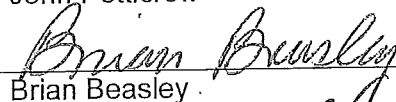
An employee on leave of absence on Union business, Maternity, Parental and/or Adoption Leave ~~under~~ in accordance with Article 9, Section 4, or on sick leave, and extended sick leave without pay or long term disability in accordance with ~~under~~ Article 10, will continue to accrue seniority.


Agreed the 14<sup>th</sup> day of August, 2018.

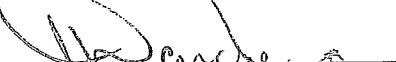
**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Dianne Richards

John Petticrew


  
\_\_\_\_\_  
Brian Beasley


  
\_\_\_\_\_  
Luke Staff


  
\_\_\_\_\_  
Jerry Dardengo


**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
John Pesa

  
\_\_\_\_\_  
Walter Gerlach

  
\_\_\_\_\_  
Mark Glazier

  
\_\_\_\_\_  
Butch Sidey

  
\_\_\_\_\_  
Doug Jeffs

## Attachment 1

### Appendix "B" Letters of Understanding. A. Welder Training Program and B. Welders Testing and Certification.

*Delete and replace with the following:*

#### Letters of Understanding

#### A. WELDER TESTING, CERTIFICATION AND EMPLOYMENT REQUIREMENTS

1. This letter is to clarify employment requirements for Welders, employed, hired and rehired seniority members, members, ~~travel cards~~ and permits.

- a) Vancouver Shipyards Co. Ltd., (the "Company" or "Shipyard") at a minimum, complies with the Canadian Welding Bureau requirements, as identified in W47.1 and W47.2, which includes the testing, certification and qualification of Welders in order for them to qualify for employment with the Shipyard.
- b) Additional qualifications may be required by the Company based on the nature of the work being performed or expected to be performed. Examples include but are not limited to, PWP 7, PWP 10, GTAW, GMAW, etc. Additional qualifications will be identified when the Company calls the Union office requesting qualified and suitable worker(s).

All Welders, whether Journeyperson, Improver, or Apprentice, are responsible for knowing their levels of qualification. Welders will not be assigned work outside the bounds of their qualifications. Welders will only perform work within the bounds of their qualification(s).

2. For Welders who are currently employed by the Company, the Company and Union agree to the following:

- a) Welders are required to **pass and continuously hold** a valid Canadian Welding Bureau (C.W.B.) shielded metal arc welding (S.M.A.W.) and flux core arc welding (F.C.A.W.) qualification.
- b) Welders who fail to obtain revalidation of their C.W.B. S.M.A.W. and/or F.C.A.W. qualification(s) may be subject to layoff for failure to meet the minimum requirements of employment with the Company.
- c) All fees, approved by the Company, that are associated with testing and revalidating an employed Welder's required qualifications will be paid by the Company.
- d) Testing and revalidation will be conducted onsite in accordance with C.W.B. requirements or, for certain testing, at another location approved by the Company. Welders who are tested on site or have to travel to another location for testing will receive appropriate wages and travel time, for a maximum of two (2) days. Should the employee fail to recertify, all future costs associated with their recertification will be borne by the employee.
- e) Welders are required to comply with customer requirements, Classification Society Standard testing and qualification requirements in order to be employed on certain, Company identified, projects.

- i) Failure to qualify to those identified Standards will prevent a Welder from being eligible to perform any work on that identified project.
  - ii) If there is no other work in the Shipyard for which the Welder is certified and qualified to perform, the Welder will have the option to:
    - be reclassified as a Welder Improver and receive the Welder Improver rate of 85% of the Journeyperson Welder rate while being trained and qualified, for a maximum of one week, to the Classification Society Standard for the project; or
    - be laid off for being underqualified for the work being performed by the Company.
  - f) Failure of the Welder Improver to meet CWB and Classification Society Standards within five (5) working days will be subject to layoff for failure to meet the minimum requirements of employment by the Company.
3. For unemployed VSY Welders with seniority recall rights, the Company and the Union agree to the following:
- a) Welders with less than three (3) months remaining on any Company required certifications or qualifications will not be dispatched to work.
  - b) Prior to dispatch, the Union will provide the company with all documentation showing the Welder's work history for the three (3) months prior to dispatch. Required documentation may include but not limited to the following:
    - i) Journeyperson Certification
    - ii) Current CWB Tickets for the FCAW and SMAW Processes
    - iii) Signed Log Book showing the Welder has worked at an accredited CWB company and using the processes required by the company for dispatch.
    - iv) Signed Log Book showing the Welder has worked at an accredited Classification Society Company (LR, DNV-GL) using the processes required by the company for dispatch.
- If Welders cannot provide such documentation, they will be instructed by the Union to revalidate all required tickets and provide the required documentation to the Company prior to dispatch.
- c) Welders unemployed with the Company for greater than three (3) months and who cannot provide proof of welder prolongation within the three (3) months prior to dispatch, must be scheduled for onsite testing prior to dispatch. These Welders will be tested to ensure they are able to perform the welding required by the Company and meet the Classification Society Standards set for the work the Welder will be performing.
    - i) Failure of a Welder to pass the skills assessment tests (i.e. prolongation test) and qualify or revalidate all qualifications will be deemed ineligible for dispatch until such time as the Welder has obtained the required qualifications and certifications and passed the skills assessment test.
4. All fees associated with testing, qualification, and/or revalidation of unemployed Welders will be paid for by the Welder.
5. For unemployed welders without seniority recall rights and Permit Welders, the Company and the Union agree to the following:

- a) Welders with less than six (6) months remaining on any Company required certifications or qualifications will not be dispatched to work. All fees associated with testing, qualification, and/or revalidation of unemployed Welders will be paid for by the Welder.
- b) Prior to dispatch, the Union will provide the company with all documentation showing the Welder's work history for the three (3) months prior to dispatch. Required documentation may include but is not limited to the following:
  - i) Journeyperson Certification
  - ii) Current CWB Tickets for the FCAW and SMAW Processes
  - iii) Signed Log Book showing the Welder has worked at an accredited CWB company and using the processes required by the company for dispatch.
  - iv) Signed Log Book showing the Welder has worked at an accredited Classification Society Company (LR, DNV-GL) using the processes required by the company for dispatch.

If Welders cannot provide such documentation, they will be instructed by the Union to revalidate all required qualifications and provide the required documentation to the Company prior to a pre-dispatch job test.

- c) Prior to dispatch, the Union will instruct the Welder to attend a pre-dispatch job test to determine the welder's ability to meet CWB, Classification Society, and customer requirements set for the work the Welder will be performing.
  - i) Failure of a Welder to pass the skills assessment tests will deem the Welder ineligible for dispatch until such time as the Welder can meet the required standards for the work being performed by the Company.
  - ii) The requirements of the pre-dispatch job test(s) will be discussed between the Company and the Union and mutual agreement will not be unreasonably withheld.

## **B. WELDER PAY RATES**

The following clarifies hourly rates of pay for Journeyperson Welders and Welder Improvers.

1. Welders who are dispatched from the Union with an Inter-Provincial Trade Qualification or a Provincial Trade Qualification will be eligible to receive Journeyman Pay Rate so long as they continue to meet the requirements of Section A.2. above.
2. Welders who do not hold a valid BC Provincial Trade Qualification or Inter-Provincial Trade Qualification but meet the minimum requirements listed below will be paid an Improver Rate of 85% of the Journeyman rate:
  - A minimum of thirty (30) months verified welding experience, which time will include any documented training courses;
  - The Welder must have passed CWB and Classification Society Standard all position groove weld test to visual and x-ray inspection standards using the SMAW Process.
  - The Welder must have passed CWB and/or Classification Society Standard all position groove weld test to visual and x-ray inspection standards using the FCAW Process.
  - Demonstrated proficiency hand burning in all positions using oxy/fuel torches;
  - Demonstrated reasonable air-arc gouging proficiency in all positions; and
  - Any other standards the parties mutually agree to in the future.

3. A welder, who is missing **one** of the listed minimum requirements in Section B.2, may be dispatched at an 85% improver rate by mutual agreement between the Union and the Company and will have 480 hours to obtain the qualification or demonstrate proficiency in the task.
  - The underqualified welder will have the opportunity to use VSY facilities to practice on their own time by signing a waiver form and organizing the practice time with their Supervisor.
  - An underqualified welder who does not obtain the qualification or demonstrate proficiency in all of the tasks prior to their probationary period ending will not be placed on the seniority list and may be subject to termination for lack of skill and ability.
4. Welders who do not meet the above qualifications and experience will not be eligible for dispatch, however may be eligible for an Apprenticeship if the company has a need to onboard Apprentices.

### **C. Welder Training**

The following clarifies VSY Welder Training Programs.

#### **1. Welder Improver Program**

- a) The Welder Improver rate will not be considered a category or classification. It is a temporary training rate.
- b) Welders who are dispatched as Welder Improvers will be required to successfully challenge the Inter-Provincial Test for Trades Qualification within twenty four (24) months of the first dispatch.
- c) Welders who are dispatched as Welder Improvers will not obtain seniority until such time that they have successfully completed their Inter-Provincial Trades Qualification Test.
- d) Upon successful completion of the Inter-Provincial Trades Qualification Test, the Improver will be upgraded to the prevailing journeyman rate and will gain seniority from the most recent date of dispatch from the Union.
- e) In the event of a reduction in the Journeyman's classification, the Welder Improvers shall be laid off before Journeymen. On recall, the Welder Improver may be name called from the Union office.
- f) A Welder Improver cannot be started on the program while qualified Journeyman Union Members are available for dispatch.
- g) The Welder Improver Training period shall be a maximum of twenty four (24) calendar months.
  - i) If the Welder Improver has not achieved the necessary standards within twenty four (24) calendar months to qualify for Journeyman's rate of pay or is beyond the twenty four (24) calendar months due to ~~sickness~~ or loss of time, their training period may be extended for the time lost at the discretion of the Company.
  - ii) If the Welder Improver has not successfully achieved the Inter-Provincial Trade Qualification, the Welder Improver may be terminated at the discretion of the Company.
- h) Welder Improvers will be assessed at a minimum of every six (6) months for proficiency of skills required to achieve the Journeyman status. For example Welder Improvers will be assessed on the following:

- Welder Improver shows progression in skills, abilities, and required techniques to meet Journeyman status.
  - Welder Improver works to site specific safety standards.
  - Welder Improver maintains existing welding qualifications without a lapse or without quality issues.
  - Welder Improver demonstrates a good work ethic (i.e., good attendance, positive attitude, etc.)
  - Any other standards the parties mutually agree to in the future.
- i) The Welder to Improver ratio will not exceed 4 to 1.

#### **D. WELDER UPGRADING**

Welder upgrading is defined as training provided by the Company to teach a currently employed Journeyman Welder, Welder Improver, or Apprentice a new welding skill, process, or technique.

Such training may include but is not limited to training required when the Company develops new welding procedures, purchases new welding equipment, constructs or repairs vessels to a new Classification Society Standard, or to meet requirements on a specific project.

Welder upgrading will be done on Company time. Additional training during off-hours on the Welder's own time is encouraged. All costs associated with upgrading such as on-site training, testing, consumables, administrative fees, etc. will be paid for by the Company.

Welders are eligible to participate in Welder upgrading based on the following:

1. By Seniority to welders who have previously held the applicable ticket and the ticket lapsed.
2. By Seniority for grouped tickets: for example, welders with a GTAW ticket for one base metal to qualify for GTAW ticket for another base metal.
3. Pursuant to article 11.11.

#### **E. GRANDFATHERING**

All Welders who have attained seniority and are employed as a journeyman on or before [date of ratification], shall maintain their journeyman rate of pay.

Should a welder lose their seniority, prior to being dispatched to the Company, they will be required to meet the requirements set out in section A.5. above.

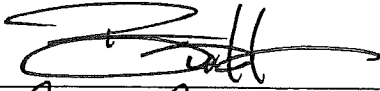
Agreed the 25<sup>th</sup> day of September, 2018

**BARGAINING REPRESENTATIVES**

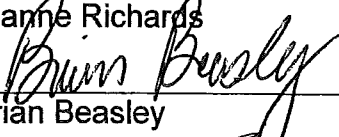
**BARGAINING REPRESENTATIVES**



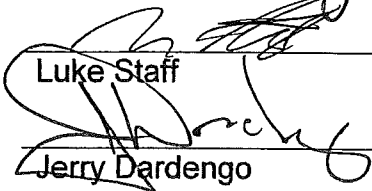
**FOR  
THE COMPANY:**



Dianne Richards



Brian Beasley

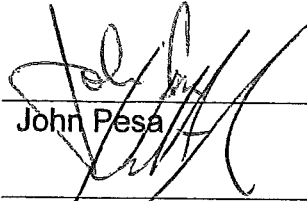


Luke Staff



Jerry Dardengo

**FOR THE UNION:**



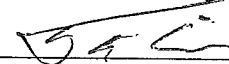
John Pesa



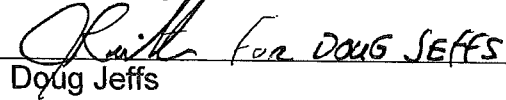
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