

COLLECTIVE AGREEMENT

between

**VANCOUVER SHIPYARDS CO. LTD.
(Pemberton Site)**

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**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION
LOCAL 378**

March 1, 2013 – February 28, 2018

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WHEREAS it is the intent and purpose of the parties to this Agreement that this Agreement is to provide orderly Collective Bargaining between the parties, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes, lockouts, waste expense, avoidable and unnecessary delays in construction and repair work.

NOW THEREFORE this Agreement witnesseth that, in consideration of the promises and mutual covenants and agreement hereinafter contained, the parties agree as follows:

ARTICLE I - RECOGNITION

1.01 The Company recognizes the Union as the sole bargaining agency for its employees as duly certified under the Labour Relations Code of British Columbia, for the purposes of Collective Bargaining with respect to rates of pay, hours of work, and all other working conditions. Wages and classifications shall be set out in appendixes attached hereto and forming part of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

2.01 The entire management of the Company and the direction of the working forces are vested exclusively in the Company and the Union shall not in any way interfere with those rights.

2.02 No employee will be discharged except for just cause.

ARTICLE III - UNION REPRESENTATIVES

3.01 The Representatives of the Unions will be placed on a pre-approved list by management so that they shall have timely access to the Company's Shops or Yards. Attendance will be at the least disruptive times, whenever possible, (i.e. coffee and lunch breaks) provided that eligible workers are not caused to neglect their work, and will follow Company security protocols while on site.

3.02 No Shop Steward, Safety Committee member or any employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the Union.

3.03 The Union members employed by the Company shall select a Committee of one for each shop or shift which shall be known as the Shop Steward Committee and such shall be recognized by the Company.

3.04 A shop steward shall be present at any disciplinary meeting and/or

investigative meeting that may lead to disciplinary action against any member of the bargaining unit.

ARTICLE IV - UNION SECURITY

4.01 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.

4.02 The Company agrees that when in need of additional help it shall call the Union office and give it a reasonable opportunity to supply a qualified and suitable worker(s). If the Union is unable to provide such a worker(s) within a reasonable time, the Company shall be free to hire any worker(s) of its choosing. With mutual agreement, which will not be unreasonably withheld, the company may name request a Chargehand who has been trained by Vancouver Shipyards Co. Ltd. (Pemberton site) and has previously demonstrated Supervisory experience for the project/job intended. (see Letter of Understanding re: Manpower Dispatch, Local 506).

4.03 All new, substitute and/or casual employees, as a condition of continued employment, shall make application within thirty (30) days to the Union for membership in accordance with the Union's Constitution and By-Laws.

4.04 The Union may at its discretion waive the application for Membership provided the casual employee is a member in good standing of another Union recognized by the Union signatory to this Agreement.

4.05 It is further agreed and understood that all employees shall, as a condition of continued employment, sign an authorization to have union dues deducted from their pay. New employees, when signing such authorization shall also authorize initiation or reinstatement fees by payroll deduction as may from time to time be established by the Union for its members in accordance with its Constitution and/or By-Laws. Deductions shall be made only at the end of the first period in each calendar month during which the said employees work. The monies so deducted will be forwarded by the Company to the Secretary of the Unions not later than the 15th day of the month following, accompanied by a statement listing the names of the employees for whom the deductions were made and the amount of each deduction.

4.06 Notwithstanding the provisions of Article IV, Section 4.05 preceding, the Company shall deduct from each new employee an amount equal to the union dues from the employees first payroll cheque 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 check off and shown as the previous months work.

4.07

It is also agreed and understood that in the case of lay off and/or reduction in the working force, all Permit Workers must be laid off before any union members in any work classification.

ARTICLE V - HOURS OF WORK

5.01

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

Work Breaks 1st break 9:20 am to 9:30 am, 2nd break 12:00 noon to 12:30 pm, shift ends at 3:00 pm but paid to 3:15 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 and not later than 8:30 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. Shift differential will be \$2.65 per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 3:00 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 1st break 5:20 pm to 5:30 pm, 2nd break 8:00 pm to 8:30 pm, shift ends at 10:45 pm but paid to 11:00 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. Shift differential will be \$4.05 per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 10:45 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 1st break 12:55 am to 1:05 am, 2nd break 3:15 am to 3:45 am, shift ends at 6:00 am but paid to 6:15 am.

5.05

In the matter of shift assignment, common practice will be followed subject to management's overall right to ensure availability of necessary qualifications, experience and suitability of work force.

5.06

Shift Changes When an employee is instructed to change shifts and that shift change does not last three (3) shifts or more, the time worked on these shifts shall be paid at double time rate.

5.07

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 journeyperson tools. Any abuse of this privilege by the employees shall be subject to immediate corrective action by the Company.

5.08

Hiring Every employee upon hiring shall be guaranteed three (3) shifts unless discharged for just cause, provided that, in order to fulfill either of the above guarantees, the Company may change an employee's shift without the payment of overtime, providing the employee has at least eight (8) hours' notice between shifts.

5.09

- (a) Employees sent home on compensation are to be paid until the end of the shift.
- (b) When an employee requires medical treatment for a compensable injury such employee shall be permitted access to such treatment.

ARTICLE VI - OVERTIME WORK AND CALL OUT TIME

6.01

It is understood by both parties that overtime work is not the desire of either party but is a condition peculiar to the ship repairing industry. The Unions agree to co-operate to provide adequate and competent help to carry out the work which is necessary to be done on overtime.

The Company agrees to co-operate by making every effort to eliminate excessive overtime when workers are idle. When overtime work is required,

the Company will distribute overtime work in a fair manner bearing in mind the nature of the shipbuilding and repair business, operational requirements, employee skills and productivity. Time refused will count as time worked for the purpose of establishing fair distribution.

6.02 All hours worked in excess of those stipulated in Article V of this Agreement shall be considered overtime and be paid at the overtime rate.

6.03 All overtime shall be paid for at the rate of double time including double time for work done on Saturday, Sunday and Statutory Holidays.

6.04 Double time shall be paid for all time worked prior to the regular shift starting time except as provided for in Article V, Section 5.02.

6.05 Employees who work continuous overtime after the completion of their Regular Shift are to have nine (9) hours free from work between the time they finish such overtime and the start of their next regular shift.

6.06 **Waiting Time For Prescheduled Overtime** It is understood that uncontrollable delays and/or cancellation may occur due to inclement weather, tides, customer requirements, etc.

In the event that workers are scheduled to report and the job is postponed, such workers shall be paid:

(a) one (1) hour straight time if postponement is greater than one (1) hour, but less than four (4) hours.

(b) one (1) hour of overtime if postponement is greater than four (4) hours.

AND/OR

In the event the job is cancelled, workers shall be paid one (1) hour straight time rate to compensate for their waiting time.

6.07 Every employee called into work after the end of a normal shift, on Saturdays, Sundays, or on Statutory Holidays shall be paid double time for the hours worked with a guarantee of four (4) hours work. This does not apply to pre-scheduled overtime.

6.08 Employees notified to report for work on a regular shift and do so shall receive a minimum of two (2) hours pay.

6.09 Except as provided for in Article VI, Section 6.11, employees who start work

on a regular shift shall be guaranteed four (4) hours pay.

6.10

Except as provided for in Article VI, Section 6.11, employees who complete the first half of a regular shift and resume work in the second half of the shift shall be paid not less than seven and three quarters (7 3/4) hours pay.

6.11

If for reasons beyond the control of the Company such as plant breakdown or inclement weather, it is necessary to close the yard or any part thereof, employees may be sent home and paid only for the time worked with a guarantee of two (2) hours pay provided that the employees have not been advised not to report for work by their Department Supervisors.

6.12

Overtime Meals 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 1/2) 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, to compensate for the cost of the meal.

When an employee is required to work more than three and one-half (3 1/2) hours overtime immediately following the regular shift, the Company shall supply a hot meal and the employee will be given a thirty (30) minute meal break which will count as time worked and be paid the prevailing overtime rate. Thereafter the Company will supply a hot meal every four (4) hours and the employee shall be given a thirty (30) minute meal break which will count as time worked and be paid at the prevailing overtime rate.

All employees working overtime for less than two (2) hours following their regular shift, will receive a ten (10) minute coffee break at the conclusion of their regular shift. In the case where employees are pre-scheduled to work more than three and one-half (3 1/2) hours overtime past the end of their regular shift, such employees shall have their hot meal supplied immediately at the end of their shift. This meal break replaces the ten (10) minute coffee break.

6.13

Employees, other than launching, docking and undocking crews, called in four (4) hours or less before the start of their regular shift, will be paid overtime rates up to the start of their regular shift and straight time rates for the duration of their regular shift.

Employees called in more than four (4) hours prior to the start of their regular shift who have worked a long enough time so that there is less than eight (8) hours elapsed time between the time they finish work until the starting time of their regular shift, shall not be required to report for their regular shift until eight (8) hours from the time they finish work. In such cases, they will be paid for the portion of the eight (8) hours which they would have been working on their regular shift, at straight time rates.

If the elapsed eight (8) hour period results in only two (2) hours or less of their regular shift time available for work, they shall not be required to report for work on that shift, but shall be paid at straight time rates as though they had worked for the entire shift.

If, for emergency reasons, they are called in or continue to work without an eight (8) hour break, double time shall be paid for the hours worked including hours worked on their regular shift. Such call, for administrative purposes, must be authorized by the Shipyard Manager or delegate.

6.14

No employee shall be permitted to work more than sixteen (16) continuous hours, except in the case of emergency or critically scheduled projects. The Union to be informed of critically scheduled projects.

6.15

The parties agree to waive the contract conditions on "call out time" provisions of their respective Collective Agreement with respect to the docking crew under the following conditions.

When an employee is called in, after their regular shift, to dock or undock a vessel, they shall be paid as follows:

- (a) If the docking or undocking of a vessel takes less than two (2) hours, the employee shall be paid two (2) hours at the overtime rate.
- (b) If the docking or undocking of a vessel takes more than two (2) hours, the employee shall be paid for the time worked at the overtime rate.

6.16

There shall be no requirements to remain on the job doing other work, for the unexpended period of time under (a).

ARTICLE VII - STATUTORY HOLIDAYS

7.01

The following days are to be recognized as Statutory Holidays by the Company and any work performed on these days shall be paid at double time rates:

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

and/or any other days that may be stated as a legal holiday by the Federal and/or Provincial Government.

Statutory Holidays falling on a Saturday or Sunday shall be observed on the Monday and/or Tuesday next following and if worked, to be paid at double time rates. The parties may, by unanimous consent of all the Unions, agree to observe any of the Holidays on an alternative day.

7.02

In either of the above cases, if a day or days other than Monday or Tuesday is officially declared as the Holiday by the Federal or Provincial Government, then that day or days will be the Holiday and not Monday or Tuesday as outlined above.

In all situations, the day upon which the Holiday is observed will be the Holiday for the purpose of this Agreement.

7.03

(a) Statutory Holiday pay will be calculated as five point four percent (5.4%) of gross earnings and shall be added to each employee's pay each pay period.

(b) As and when a fourteenth (14th) compulsory Statutory Holiday is declared by the Federal and/or Provincial Government and becomes effective, the five point four percent (5.4%) calculation of gross earnings shall be increased to five point eight percent (5.8%).

(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.

ARTICLE VIII - ANNUAL VACATIONS

8.01

The vacation year for the purpose of this Agreement will be from the first pay period in July to the last pay period in June.

8.02

Time off must be taken for vacation earned. The time at which the vacation is to be taken is to be arranged by mutual agreement between the parties.

8.03

Each June, all employees on the payroll will be given an option as to whether they wish to accumulate vacation pay during the year or to be paid vacation pay each pay day. New employees will be given this option upon hiring.

8.04

On any date, on which an employee qualified for an increased vacation entitlement, that employee will be entitled to the new vacation time off, with pay being earned at the new vacation rate. The earnings of such pay to be retroactive to the start of the current vacation year.

8.05 Employees with less than two (2) years of service with the Company, shall receive vacations in accordance with the Employment Standards Act of British Columbia.

8.06 Employees who have completed two (2) years of service with the Company, shall receive three (3) weeks vacation that year and subsequent years with vacation pay at the rate of six percent (6%) of gross earnings.

8.07 Employees who have completed eight (8) years of service with the Company, shall receive four (4) weeks vacation in that year and subsequent years with vacation pay at the rate of eight percent (8%) of gross earnings.

8.08 Employees who have completed fifteen (15) years of service with the Company shall receive five (5) weeks vacation in that year and subsequent years with vacation pay at the rate of ten percent (10%) of gross earnings.

8.09 Employees who have completed twenty (20) years of service with the Company shall receive six (6) weeks vacation in that year and subsequent years with vacation pay at the rate of twelve percent (12%) of gross earnings.

8.10 Employees who have completed twenty-five (25) years of service with the Company shall receive an additional point four percent (0.4%) of gross earnings for each year of service with the Company over twenty-five (25) years with a maximum entitlement of extra vacation of five (5) days paid at the rate of fourteen percent (14%) of gross earnings.

8.11 For the purpose of establishing years of service with the Company, the following shall apply:

Years	
Two (2)	52 pay periods at six percent (6%)
Eight (8)	204 pay periods at eight percent (8%)
Fifteen (15)	382 pay periods at ten percent (10%)
Twenty (20)	512 pay periods at twelve percent (12%)
Twenty-five (25)	636 pay periods at twelve percent (12%)
plus	

(Only pay periods in which the employee has worked at least five(5) days shall count.)

NOTE: Pay periods are of two (2) weeks duration.

8.12 Time off on Workers' Compensation or an Indemnity entitlement to count as time worked in calculating pay periods for vacation entitlement.

8.13 Service with the Company will be considered broken by:

- (a) Any employee who quits of their own accord.
- (b) An employee who is discharged for just cause and who is not re-instated by the Company under the process of the grievance procedure of this Agreement.
- (c) An employee who is out of the service of the Company for an unbroken period of two (2) years for any reason except for a temporary disability/sickness or injury (confirmed with medical documentation satisfactory to the Company) and as otherwise provided in this section.

ARTICLE IX - VACATION OVERTIME

9.01 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.
2. One hundred percent (100%) cash - no time off.
3. One hundred percent (100%) time off - no cash.

9.02 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.

9.03 Time off may be taken in multiples of full shifts as follows:

- (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 is required for (a) and (b) above.

9.04 An employee may carry over eighty (80) hours of banked time. Unused bank time will be paid out annually.

9.05 Accumulated credits and money may be carried to the next year by mutual consent.

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

9.07 Vacation overtime (banked time) to be reported on pay stubs as hours

accrued.

ARTICLE X - GRIEVANCE PROCEDURE

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 the Foreman of the Department concerned. Failing settlement, the provisions of Section 10.02 of the Article will be invoked.

NOTE: All grievances and complaints not settled by the Foreman shall be reduced to writing by the employee(s) and filed with the Company through the Shop Steward or Shop Committee within ten (10) days of occurrence. Any grievance or complaint not so filed shall be deemed to have been waived and shall not be entitled to consideration.

10.02

The matter shall be discussed between the Union Representative and the Superintendent or Manager of the Yard. Failing settlement, the provisions of Section 10.03 of this Article shall be invoked.

10.03

Either party shall notify the other, in writing, of the question or questions to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall, within five (5) days, appoint its representative and give notice in writing, of such appointment to the other party. The two representatives shall endeavor to select a third representative to act as Chairman of the Arbitration Board. If the two representatives fail to select a third representative within three (3) days, they shall, forthwith, request the Labour Relations Board to appoint a Chairman.

10.04

The decision of this Arbitration Board shall be by majority vote and shall be final and binding upon both parties.

10.05

The parties may, by mutual agreement, elect to use a single arbitrator instead of a three man Arbitration Board.

ARTICLE XI - SENIORITY

11.01

(a) When the Company increases or decreases the working force, and when in the opinion of the Company and the Union, the skill and ability of the employee concerned is equal, length of service with the Company, in their classification as defined in the following

clauses shall be the determining factor in deciding the order of lay off or rehire as the case may be, however a senior Employee may volunteer, in writing, to be laid off prior to a junior Employee to allow a junior Employee to remain employed. In these cases it is the Employer's discretion whether such request will or will not be approved. Voluntary layoff will not affect the Employee's seniority recall rights but, upon taking a lay off out of seniority, the Employee may only return to work by way of a legitimate recall.

(b) In conjunction with the above the Company, when required, will make application to the Employment Insurance Workforce Reduction Program Due to Downsizing.

(c) When the Company increases the workforce and the current seniority list in the applicable classification is fully employed, the Company may on occasion name request qualified and suitable members from the Union for dispatch. The name request will be granted provided the request is in accordance with the current dispatch procedure of the applicable Union. Granting the request will not be unreasonably withheld.

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

11.03 (a) The Company agrees that the Shop Steward and the Union shall be advised of the order of lay off twenty-four (24) hours prior to said lay off, when possible under normal circumstances. The Union Office will be advised of anticipated lay offs as soon as the information becomes available.

(b) The Parties will appreciate the fact that the timing of hires and lay offs, particularly with respect to repair work, is extremely difficult. Operational requirements permitting, the Company will instruct all Superintendents and Foreman to schedule hires before Wednesday of each week and lay offs after Wednesday of each week. If exceptions to the above are necessary, the Union Office and/or the Shop Steward will be notified of the reason why.

11.04 In the application of this Section and all clauses thereto, where discretion prevails, said discretion shall not be used in an arbitrary nor discriminatory manner.

11.05 **Probationary Period** No employee shall attain seniority standing until having completed four hundred and fifty (450) 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) hours worked shall not be subject to the seniority provisions of this Agreement.

11.06

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, the Company records shall be deemed correct.

11.07

When employees are laid off, due to lack of work, seniority shall be maintained for a period of two (2) years providing work is not available. Any employee, with seniority standing, when recalled for work shall have the right to compare the length of work involved with present employment to decide on a by pass. After by passing the work call once, the employee shall lose their seniority standing if they do not come in on the next call. The second notice to work, if used to terminate an employee's seniority on lay-off, may not be given until 180 calendar days (6 months) has passed subsequent to the day in which the first notice was given and if and when rehired, such worker shall be treated as a new employee. (sickness confirmed by a doctor will not count as a bypass). By-passes will not be issued automatically by the Company without first consulting both the Union and the employee, provided contact is possible. If an employee is not called for a period of nine (9) months after taking a by-pass, the by-pass will be cancelled.

11.08

Seniority of employees shall be lost in the following circumstances and any employee who has thus lost seniority and who is subsequently re-hired shall be re-hired as a new employee and serve a new probationary period.

- (a)** Any employee who is discharged for cause and who is not re-instated under the grievance procedure.
- (b)** Any employee who quits of their own accord.
- (c)** Any employee who is out of the service of the Company, for any reason, for an unbroken period of two (2) 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)

Employees may be granted leave of absence without affecting their seniority. Such leave of absence must be granted in advance, in writing, by the Foreman and an approved copy kept on the employee's file in the Human Resources Department and a copy sent to the applicable Union.

Employees with ten (10) years service or more may, once every five (5) years apply for an unpaid Leave of Absence for an extended vacation.

11.09

The Company reserves the right to make all promotions to supervisory positions. Employees who have been promoted to salaried positions (Foreman and up) and who are later demoted to their former position, shall continue to accrue seniority during the six (6) month probationary period. The Company shall remit the Employee's deductions for Health & Welfare, pension and dues to the respective Union during the six (6) month probationary period.

11.10

When the Company and Union concur, the Company may promote Helpers to Mechanics when the Union is unable to supply competent Mechanics. Helpers thus promoted shall retain their seniority in the Helpers classification as long as the shortage of Mechanics lasts. Should Helpers thus promoted, wish to remain as Mechanics and both the Union and Company concur, the employee's seniority shall date from the time of transfer to the Mechanics classification. Apprentices, upon successful completion of their apprenticeship, shall be given seniority in their trade equal to their apprenticeship training period with the Company as of date of hire.

11.11

When new techniques become available or special training is required in a Department, the opportunity to train in any such new techniques shall be extended on a seniority basis to the employees of the department concerned. Provided always the Company shall have the right to decide if the skills, qualifications and abilities of the employees in question are suitable for the training required. Should an employee fail to qualify in the new technique in the prescribed training period, and a worker lower in the seniority list does qualify, the Company shall have the right to retain the junior employee in work for which the new technique is required.

11.12

The Company shall have the right to temporarily retain a junior employee, including a Chargehand, out of seniority if, at the time of layoff, the employee junior to those being laid off is engaged in a specific short term job. If the specific short term job lasts longer than one (1) week the matter will be discussed between the Parties and, by mutual agreement which will not be unreasonably withheld, the junior employee may be retained to the end of the specific short term job. At the end of the short term job the junior employee will be laid off.

11.13

When a laid off seniority ranked employee misses a call to work due to a confirmed sickness or injury, such employee shall return to employment as

soon as medically cleared (medical documentation required) to perform his/her normal duties on a full time basis with five (5) working days notice.

ARTICLE XII - GENERAL CONDITIONS

12.01 Travelling Travelling time on any day shall be paid at straight time rates for the hours lost travelling to a maximum of seven and three quarter (7 3/4) hours in each calendar day subject to the specific provisions mentioned in this Article. There will be no travel on weekends or Statutory Holidays, if at all possible.

12.02 If employees detailed for work away from the yard are instructed to report at the Company's plant for materials or tools, travelling will then be done on Company time and expense.

12.03 (a) Employees required to work at outside points other than above, on ship repair or new unit ship construction work, shall be provided either economy class air transportation or ship or first class transportation and first class room and board while away and sleeper for travelling at night provided such services are available. Travelling shall be paid at the rate of one days pay for each day lost travelling and the yard scale of pay while actually on the job at the outside points. On other than ship repair or new unit ship construction, the above condition shall prevail and employees shall be paid at the prevailing field scale rate and conditions governing Statutory Holidays and Vacation Pay.

(b) Prior to employees commencing work at outside points where room and board provision apply, a pre-job conference will be held, with the Unions involved, to discuss the nature of the project, anticipated duration, hours of work, room and board arrangements, medical first aid arrangements, local transportation, etc.

(c) When employees are required to be absent from home on marine work and the room and board provisions apply, upon request, the employee will be entitled to return home after sixty (60) days worked. The employer will pay the normal cost of transportation and the employee's travel time.

12.04 When employees are required to be absent from home on marine work and the room and board provisions apply, the employee shall be paid for such work at the rate of sixteen percent (16%) above the basic yard rate. It is mutually agreed and understood that all marine work performed within a 100-mile radius of Vancouver City Hall, where the room and board provisions apply, shall be paid at the rate of ten percent (10%) above the

basic yard rate.

12.05 It shall not be a violation of this Agreement for an employee to refuse to use their personal automobile on Company business.

12.06 When an employee does agree to use their automobile, they will be paid a minimum of fifty cents (50¢) per kilometer for such use. Should the Company amend its corporate mileage policy, any changes would automatically apply.

12.07 Any employee suffering injury while on the job must, if possible, report immediately to the First Aid Attendant and also report to the First Aid Attendant when returning to work.

12.08 (a) The tools of an employee starting work shall be in good condition and shall be kept so on Company time.

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

12.09 (a) Welders gloves shall be supplied at no cost to the employee when the welder is gouging. The Company agrees to maintain a reasonable supply of leathers in Stores for employees to draw on when air arc gouging.

(b) **Loss of Welders Gloves** Welders gloves will be replaced on acceptable verification of loss or when rendered useless for welding.

12.10 Employees will be given one-half (1/2) hours notice of lay-off in order to obtain clearance from the Yard. Journeyperson with tools will be allowed one (1) hour. With respect to this one-half (1/2) hour clearance time, where fifty (50) 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.

12.11 (a) Any employee whose employment is terminated, shall be paid immediately when employment terminates.

(b) Any employee discharged for disobeying the Rules of the Company shall only be paid up to the time of discharge and the Company agrees that he shall be paid off within twenty-four (24) hours of the time of discharge provided the office is normally open. The

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

12.12

Insofar as reasonably possible, all toilets and washrooms shall be kept in a clean and sanitary condition, properly heated and ventilated. Suitable quarters with heat shall be provided where employees may eat their lunch.

12.13

The Parties hereto agree to encourage and aid the promoting of Trade Schools with a view to improving the skill and knowledge of the craft.

12.14

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.

12.15

Dirty Money A premium of twelve percent (12%) per hour shall be paid for all dirty work. The Management of the Company and the Shop Steward to decide on work to be so classified at the start of such work, where possible. Where the work of non-tradesman classifications is considered part of the normal duties of that classification, payment of this premium will not apply. It is understood that unique circumstances will be discussed by the parties prior to the commencement of the work.

12.16

Restricted Space Time and one quarter (1 ¼) shall be paid when an employee is required to work continuously for one (1) hour or more or two (2) hours cumulatively, per shift in a restricted work space, the dimensions of which restrain the employee to working in a kneeling position or lower and preclude an employee from periodically standing. Other unique situations will be discussed between the Company and the Union Representatives and evaluated on their merits before the job starts.

The Parties will define and maintain a list of qualifying restricted spaces under this Clause in order to ensure consistent application of the Article.

12.17

Air Quality Time and one quarter (1 ¼) 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.

12.18

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 foc'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.

12.19

Galvanized Work Time and one quarter (1 1/4) will be allowed employees affected by the welding or burning of galvanized work where sufficient ventilation is not provided. The Superintendent, or Foreman, and Shop Steward shall decide if the work in question is to be so classified. 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.

12.20

Coffee Break Employees shall be permitted a ten (10) minute coffee break in accordance with the schedule outlined in Article V. Time of the coffee break to be indicated by Yard whistle or by arrangements agreed upon by the Union and the Company.

12.21

Bereavement Pay In the case of death in the family of an employee registered on the seniority list, or employed for a minimum of one full pay period of employment, leave of absence with pay shall be granted for a period of three (3) consecutive working days for the purpose of attending or arranging the funeral. When the employee is on authorized vacation leave and a death occurs in immediate family, the employee may substitute vacation leave with bereavement leave days subject to and in accordance with the terms of the Collective Agreement governing Bereavement Leave.

The Company may request bereavement verification from the employee. Immediate family shall mean none other than spouse, children, parents, stepfather, stepmother, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren.

Additional leave of absence without pay may be granted where an employee is required to travel outside the country. Approval for such extended leave of absence will not be unreasonably withheld.

Employees must notify the Human Resources Department when such leave is requested or taken.

12.22

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

12.23

Moonlighting The Company and the Union agree that the practice commonly known as "moonlighting" is wrong in principle. The term "moonlighting" for the purpose of this Agreement shall refer to a full time employee who, regularly, makes a practice of working for another employer for a substantial number of hours during the week.

- (a) When this practice affects or conflicts with Company business, or the employees ability to perform their normal duties, it shall be cause for reprimand or dismissal.
- (b) When this practice affects or conflicts with the Union Policy, the Company agrees to co-operate with the Union in reprimand or dismissal.

12.24

Employees shall only take orders from their respective Foreman or General Management. Employees, when not doing work covered by their own classification, shall do such work as instructed by Management.

12.25

A notice board shall be provided for the posting of all official notices with the Company and over the signature of the Business Representative of the Union.

12.26

Contracting Out The Union agrees to work with the employees of and on materials supplied by outside contractors providing sub-contractors use only Union labour. Prior to contracting in or out, and providing one of the certified Unions in the Yard covers the classification which is required in sub-contracting, the matter will be discussed with the appropriate Union or Unions involved. The Unions will keep the Company advised of any Unions it considers objectionable under this clause and the Company will consider same. (Note: See Letter of Understanding re. Contracting Out which is in effect for the duration of this collective agreement)

12.27 Enabling Clause To enable the Company to attain more work in the field or in the Yard, i.e. accommodating unique customer requirements. The Company and the Union's involved may determine on a job by job basis if special arrangements are required. The Parties, may, by mutual agreement in writing, amend the terms of the Collective Agreement for the length of that particular job.

12.28 Protective Equipment will be kept as a tool crib item and issued to spray painters and/or sandblasters when required.

12.29 No sandblasting or spray painting will be performed in areas where any other employees have to work in the immediate area of the sandblasting or spray painting. Any employee who becomes irritated from the dust or spray paint may leave that area with no disciplinary action provided they report immediately to their Foreman.

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

12.31 Sexual Harassment The Union and the Employer recognize the right of the employee to work in an environment free from sexual harassment. The Union may initiate a grievance under this clause at any step in the grievance procedures. Grievance in this clause will be handled with all possible confidentiality and dispatch.

12.32 The Company agrees to consult with the Unions re: employee training requirements and programs.

ARTICLE XIII - TOOL AND CLOTHING ALLOWANCE

13.01 Apprentices, Journeypersons, and above, shall receive thirty five cents (\$0.35 cents) per hour for all hours worked to compensate them for tool and clothing allowance.

13.02 Where the Company supplies coveralls, the above referred to thirty five cents (\$0.35 cents) shall be reduced to twenty five cents (\$0.25 cents) per hour worked.

13.03 All employees receiving less than Journeyperson's rate shall receive eighteen cents (\$0.18 cents) per hour for all hours worked to compensate for clothing allowance..

13.04 Where the Company supplies coveralls, the above referred to eighteen cents (\$0.18 cents) will not be applicable.

ARTICLE XIV - SEVERANCE PAY

14.01

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

- | | |
|---------------------------------|--------------------------------|
| - less than 5 years service | - 1 day per year |
| - 5 years to 10 years service | - 10 days |
| - 10 years to 20 years service | - 1 day/year (minimum 15 days) |
| - greater than 20 years service | - 1 day/year |
- greater than 20 years service and if age sixty (60) or more, entitled to one (1) day/year service for first twenty (20) years and two (2) day/year service for each year thereafter to a maximum of forty (40) days. Greater than forty (40) years service, entitled to one (1) day/year service with no maximum.

14.02

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

14.03

Any employee who has earned severance pay and dies before retirement, the severance pay will be paid to their designated beneficiary.

ARTICLE XV - TECHNOLOGICAL CHANGE

The Company may introduce technological change for the improvement and sustainability of its operations. The Company will consult with the Union when technological change may impact training or employment. To this end, a Committee will be established consisting of equal representatives by the Company and the Union. The Committees duties shall be to investigate and submit recommendations on training or retraining of affected employees or alternate employment opportunities within the Yard.

In addition, the Company will, if possible, inform the Unions involved six (6) months prior to the introduction of any new equipment which may impact training.

In addition, the Company will co-operate with the Unions and the Government in matters of training and re-training.

ARTICLE XVI - PRODUCTIVITY

16.01

The Company and the Union agree that it is the mutual desire of the parties to enhance productivity and efficiency by ensuring uninterrupted,

efficient and safe completion of jobs, elimination of inefficient work practices and the fullest utilization of an employee's experience and skills to progress the work.

With respect to Local 506 classifications, the intention is for one (1) person to perform a one (1) person job and do what is necessary to advance his assigned task. For example, during the course of a shift and subject to an employee's demonstrated skills, Shipfitters may be assigned tacking and burning duties. Welders may be assigned fitting duties and Sandblasters and Labourers may be assigned duties in each other's areas, as long as the work can be done safely. The applicable shop steward will be kept informed of determination by the Company of newly established one (1) person jobs in advance and given the opportunity to voice any concerns.

16.02

The parties agree to promote efficient production and reduce waiting time in the yard. To this end, the normal practices is for tradesmen from different trades who are assigned to work together on a job, to assist one another. The parties agree to encourage the furtherance of this practice for the term of the agreement.

16.03

In order to facilitate 16.01 and 16.02 above, the Company and Union agree that Article 12.30 will be waived and that they jointly support the implementation of this clause on the shop floor by supervision on a day to day basis. It is further agreed that a review committee of Union and Management Representatives will meet bi-monthly (monthly – 1st year) to review the progress of implementation of this clause, including training, and any concerns related to same. Also, it is understood that the grievance procedure (Article X) remains applicable to this clause.

16.04

It is understood that some work/tasks can only be performed by employees who possess the required trades qualifications and government certifications to comply with regulatory requirements and codes.

16.05

The Company and Union to cooperate in developing a training/upgrading program that will enhance the existing skills of employees to facilitate the above as well as address apprenticeship development. To this end, any affected employees who wish additional training/upgrading, should advise his/her foreman so that the necessary arrangements will be made.

16.06

The Company agrees with the Union's concern that should it ever intend to invoke the skill and ability clause (Article 11.02) under this section, it will only apply to the individual's classification.

16.07 Any job requiring two (2) or more consecutive shifts to complete shall be done by the appropriate classification (this does not apply to one person performing a one person job) with present hiring and recall practices adhered to.

16.08 It is not the intention of this clause to favour one classification over another by limiting the work available to any classification of employees and the Company commits to implementing this clause in a fair manner on the basis discussed during negotiations.

ARTICLE XVII - SAFETY

17.01 The Company and the Union fully support the adoption and implementation of Safety Procedures and standards and agree to give full support to the promotion of safety consciousness and a personal sense of responsibility among the employees.

17.02 The Company agrees to supply respirators as required.

17.03 The Company agrees to reimburse seniority ranked employees for the purchase of one (1) set of custom fitted ear plugs.

17.04 The parties agree to set up a Safety Committee in accordance with Compensation Board Regulations.

17.05 The Company agrees to cover employees under the Marine Industry Employee Assistance Program.

17.06 Burning Torch Tag Washer and Electrical Lock-Out Safety Policy

Adherence to the above safety policies (No. 30 and 39 in the Company's Plant and Safety Rules Booklet) are 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 |

Each full calendar year without a subsequent offence drops the disciplinary penalty for the next infraction back one level.

Article X will not be used to modify the above disciplinary action.

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

ARTICLE XVIII - WELFARE AND PENSION

- 18.01** 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 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.
- 18.02** For employees who exercise the option to take their vacation pay each pay day, as per Article VIII, Section 8.03, the Company will remit one (1) hour Welfare contribution and one (1) hour Pension contribution for each vacation hour earned each month.
- 18.03** For employees who opt for cumulative vacation pay, the Company will remit one (1) hour Welfare contribution and one (1) hour Pension contribution when the employee receives vacation pay.
- 18.04** The Company will remit one (1) hour Welfare and one (1) hour Pension contribution for each Statutory Holiday hour earned when the employee receives Statutory Holiday Pay.
- 18.05** Normal retirement for all employees is the first day of the month coincident with or immediately following attainment of age sixty-five (65).
- 18.06** All Apprentices will receive Welfare and Pension contributions while attending Trade Schools.
- 18.07** Contribution remittances shall be made by the Company not later than the fifteenth (15th) day of the month following the month of required contributions.
- 18.08** The Company further agrees to submit a list of the employees for whom the

contribution is made, together with the number of hours worked by each employee covered by the Company's remittance to the Union.

ARTICLE XIX - MONETARY PACKAGE

	<u>Wages</u>	<u>VSy Only</u>	<u>HW&P</u>
March 1/13	2.0%	2.25% *	\$0.20/hour
March 1/14	2.5%	1.0%	\$0.20/hour
March 1/15	2.5%	1.0%	\$0.20/hour
March 1/16	3.0% or COLA**, whichever is greater, to a max of 5%		\$0.20/hour
March 1/17	3.0% or COLA**, whichever is greater, to a max of 5%		\$0.20/hour

*All VSy seniority ranked employees as of the date of ratification will receive a signing bonus of \$400.00 to be administered as follows:

- a. Seniority ranked employees currently working at VSy will receive \$400.00 upon ratification as well as apprentices who have worked more than four hundred and fifty hours (450) and who are still currently employed.
- b. Unemployed seniority ranked employees will receive \$400.00 upon recall.

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

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.

ARTICLE XX - DURATION OF AGREEMENT

- 20.01 This Agreement shall be in force and effect to February 28, 2018, 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.

- 20.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until a strike or lockout actually commences or the Parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

- 20.03 During the life of this Agreement, or while negotiations for a further

Agreement are in progress, there shall be no strikes or stoppages of work on the part of the members of the Unions nor any lockout on the part of the Company.

20.04 The operation of Section 50(2) and (3) of the BC Labour Code is hereby excluded from the operation of this Agreement.

IN WITNESS WHEREOF the Parties hereto cause their names to be subscribed and their seals affixed by their respective officers hereunto duly authorized.

DATED at North Vancouver, British Columbia this 12th day of November 2013

L. Lewis

Steve Paulson
Marine & Shipbuilders - Local 506

T. Matergio

International Association of Machinists and
Aerospace Workers, Lodge 692

L. Burnbaco

17525
United Association of Pipefitters, Local 170

F. Blair

Volker
International Brotherhood of Electrical
Workers, Local 213

Canadian Office and Professional
Employees Union, Local 378

APPENDIX "A"
LETTERS OF UNDERSTANDING
APPLICABLE TO ALL SIGNATORY UNIONS

A. FEDERAL CONTRACTORS PROGRAM (EMPLOYMENT EQUITY)

In view of the new Federal legislation on the Federal Contractors Program and the requirement to confirm to the Employment Equity Policy, the Company and the Unions affirm their intent to further the aims of employment equity in the workplace. When real or artificial barriers to the advancement of said aims become apparent, the Parties will consult. If it is determined that the practices or conditions imposed through the Collective Agreement in fact produce an impediment, the Parties, on mutual agreement, will either set aside or amend the Agreement to correct the situation and ultimately reach compliance with all government guidelines and subsequent law in that respect.

B. RE: RECALL

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) year limit:

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

C. SHIFT ASSIGNMENT

Further to Article 5.05 . . . the Company and the Unions recognize the need to maintain a mix of both trade skills and yard experience on the afternoon and graveyard shifts.

However, once management is satisfied that there is a sufficient mix of skills and experience on the shift, it will assign suitable personnel who are junior in seniority when increasing the size of the shift.

The Company further 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 on these later shifts.

D. WORKING ALONE

It is understood and agreed that the Safety Committee will discuss and make recommendations regarding employees "working alone".

The Parties will monitor the progress of the Safety Committee and discuss the recommendations in the event of a concern.

E. MEDICAL SUITABILITY/SEVERANCE PAY

Employees will be entitled to severance pay as per Article 14.01 in the event they are declared medically unsuitable to perform their normal duties by two (2) qualified physicians, one (1) of which will be appointed by the Company.

In the event of a diagnostic disagreement between the physicians, they will appoint a third physician to decide.

F. VACATION ADJUSTMENT

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.

G. OTHER

1. The employer undertakes to provide a laid off employee with a cheque in payment for all hours earned prior to the date of lay off. A final adjustment cheque shall be prepared within two (2) working days of the day of lay off.

Employees who are laid off at the end of an afternoon or graveyard shift or who have been working overtime on the day of lay off shall be able to obtain yard clearance (on return of Company supplied tools, clothing, equipment, etc.) from their shift supervisor.

2. Any existing wage premium to be continued to individuals receiving them.

3. Present practice in the Yard with respect to coveralls will continue.

4. It is agreed between the parties hereto that the floating Statutory Holiday will be celebrated on a mutually agreeable date during the Christmas period.

5. It is agreed that Premiums specified in Section 12.04 do not apply to work done by Vancouver Shipyards Co. Ltd. at Esquimalt Graving Dock.

6. Payroll statements shall show accumulated vacation pay periods.

7. The Parties agree to establish Joint Union/Management Committees to discuss
- retirement criteria and alternatives, and apprentice retention solutions
 - disability management program
 - issuance of lay-off cheques and records of employment

8. The Parties agree to Interchange exchange of apprentices for training purposes.

9. The Parties agree that the apprentice ratio will be one (1) apprentice to four (4) journeypersons however this ratio may be amended in circumstances that include, if the work activity and trade requirements support it; or to accommodate specific training/working with a journeyperson; or for apprentice retention. Any change will be by mutual agreement between the Company and the applicable Union and will not be unreasonably withheld.

Apprentices will be reasonably supervised at all times.

An apprentice who is attending school will be eligible for the Service Canada Supplemental Unemployment program (SUB) that allows the employer to top-up the apprentice EI benefits to ninety-five percent (95%) of his/her normal weekly earnings.

Upon successful completion of school and return to the Shipyard the Apprentice will be reimbursed the remaining five percent (5%) in the form of a one (1) time payment.

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

11. The Parties agree to meet within sixty (60) days of ratification of the new collective agreement to determine conditions necessary for successful implementation of Trades Helper/Improver Training Program.

12. **Letter of Understanding if applicable for Federal Government Contract Work**

In the event a Federal Government Ship Building/Repair contract requires a commitment for a no strike or no lock-out clause as part of the bid process (e.g. JSS), the Parties commit to negotiate a Letter of Understanding in good faith that will provide the necessary labour stability and be in force for the duration of the contract. (Re: Enabling Clause, Article 12.27).

13. **Letter of Understanding – Contracting Out**

- (a) The Union agrees to work with the employees of and on materials supplied

by outside contractors providing subcontractors use only bona fide union labour as recognized by the Poly Party Unions. Prior to contracting in or out and providing one of the certified Unions in the Yard covers the classification (on a normal and regular basis), which is required in subcontracting the matter will be discussed with the appropriate Union or Unions involved.

Unless the subcontract is one that requires long term lead commitments (i.e. greater than 6 months) or where an established sub-contract practice exists, all seniority ranked employees in the affected classification(s) shall be employed/recalled prior to subcontracting except in the following circumstances:

- The affected Union Dispatch Hall cannot provide qualified and suitable employees for the required work; or
- There are supervisory/technical expertise requirements and/or specialized equipment, and/or procedures and/or training requirements (e.g. water blast); or
- If for reasons beyond the control of the Company (e.g. plant/equipment breakdown); or
- If there is a cancellation or change in the scope of work by a customer (the Company will make every effort to redeploy the affected classification).

APPENDIX "B"

MARINE & SHIPBUILDERS LOCAL 506

The following classifications are those for which this Union has jurisdiction and the rates listed shall be paid to employees in these classifications.

CHARGEHANDS

Journeyperson's rate plus nine percent (9%) per hour. Where existing supervisory differentials are greater than shown here, they will continue to the individual receiving them.

LEADHANDS

Journeyperson's rate plus two percent (2%) per hour. Same applies.

CLASSIFICATION

WAGE RATE

	<u>Mar 1/13</u>	<u>Mar 1/14</u>	<u>Mar 1/15</u>	<u>Mar 1/16</u>	<u>Mar 1/17</u>
Journeyperson	\$37.06	\$38.36	\$39.70	\$40.89	\$42.12
Helper	\$34.21	\$35.41	\$36.65	\$37.75	\$38.88
Labourer (1 st – 6 months)	\$27.39	\$28.35	\$29.34	\$30.22	\$31.12
Labourer (thereafter)	\$33.65	\$34.83	\$36.05	\$37.13	\$38.24
Stager (1 st – 6 months)	\$34.67	\$35.89	\$37.14	\$38.26	\$39.41
*Stager (thereafter)	\$35.34	\$36.58	\$37.86	\$38.99	\$40.16
Storeman (1 st – 6 months)	\$31.84	\$32.95	\$34.11	\$35.13	\$36.18
Storeman (2 nd – 6 months)	\$33.69	\$34.87	\$36.09	\$37.18	\$38.29
Storeman (thereafter)	\$34.73	\$35.94	\$37.20	\$38.31	\$39.46
Docking Crew	\$34.99	\$36.21	\$37.48	\$38.60	\$39.76
Sandblaster	\$35.73	\$36.98	\$38.27	\$39.42	\$40.60
Truck Driver (pick-up)	\$33.70	\$34.88	\$36.10	\$37.19	\$38.30
**Crane Operator (with TQ ticket)	\$37.06	\$38.36	\$39.70	\$40.89	\$42.12
Crane Operator (without TQ ticket)	\$34.67	\$35.89	\$37.14	\$38.26	\$39.41

*Stagers will receive journeyperson's rate if:

1. The employee possesses a related trades qualification and a minimum of 1850 hours (1 year) scaffolding/staging or;
2. 3700 hours (2 years) of scaffolding experience and completion of a recognized staging/scaffolding training course.

Current employees with the qualifications outlined in 1. or 2. above will receive the journeyperson's rate.

**Crane Operators on the seniority list as of March 1, 2003 are grandfathered at tradesmen rate.

APPRENTICES

1. When the Company requires apprentices, it agrees to advise the Union. When an apprentice is hired the Union will be notified.
2. The apprentice will serve a four (4) year apprenticeship and upon successful completion, shall be given seniority in their trade equal to their apprenticeship training with the Company.
3. The Company will make up any difference in remuneration between the government allowance and regular pay for any apprentice attending an approved apprenticeship course.
4. The Company shall recognize the standard apprentice/journey person's rate as set out as follows:

Apprentices: (percentage)

	<u>Mar 1/13</u>	<u>Mar 1/14</u>	<u>Mar 1/15</u>	<u>Mar 1/16</u>	<u>Mar 1/17</u>
1 st 6 months – 55%	\$20.38	\$21.09	\$21.83	\$22.49	\$23.16
2 nd 6 months – 60%	\$22.24	\$23.01	\$23.82	\$24.53	\$25.27
3 rd 6 months – 65%	\$24.09	\$24.94	\$25.81	\$26.58	\$27.38
4 th 6 months – 70%	\$25.95	\$26.86	\$27.80	\$28.63	\$29.49
5 th 6 months – 75%	\$27.79	\$28.77	\$29.77	\$30.67	\$31.59
6 th 6 months – 80%	\$29.65	\$30.69	\$31.76	\$32.71	\$33.69
7 th 6 months – 85%	\$31.50	\$32.61	\$33.75	\$34.76	\$35.80
8 th 6 months – 90%	\$33.35	\$34.52	\$35.73	\$36.80	\$37.91

Any employees spray painting or sandblasting are to be paid a premium of twenty (20) cents per hour over their rate while so employed.

Combination Welder/Burner to receive ten (10) cents per hour above the classification rate while working away from the Yard.

Welder/Burner combination worker within the Yard to be clarified by discussion between the Unions and the Yard Manager.

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

The employer undertakes that in all reporting to its Local 506 employees and to Revenue Canada, no payments to the Health/Welfare and Pension Plans will be included in, or reported as, employee wages, nor will they be included when determining CPP or EI contributions nor WCB benefits.

VANCOUVER SHIPYARDS CLASSIFICATION COVERED

Welders	Storesman
Shipfitters	Stagers
Joiners	Docking Crew
Burners	Helpers
Painters/Sandblasters	Labourers
Riggers	Insulation Workers

UPGRADING

Joint Committee to be established between the Company and the Union to evaluate the potential of in-yard employees for apprenticeships and upgrading.

LETTERS OF UNDERSTANDING

A. WELDER TRAINING PROGRAM

The Company and Union agree to rewrite and update Appendix A Welding Training Program and Journeyperson Welder qualifications and Appendix B Welding Testing and Certification once the ITA has finalized the new Welding Apprenticeship program.

This letter is to clarify the conditions and hourly rates of pay regarding a Welder Training Program.

1. The Company and the Union hereby agree to a Welder Training Program on the following terms:
2. An Improver cannot be started on the program while journeyperson Union Members are available.
3. Improvers will not lose their seniority in their previous classification during their training period. Improvers will have no seniority over any journeyperson, but will have seniority in their training group should there be more than one Improver in the same classification. Improvers will be credited with their time served as Improvers on completion of their time, and so establish their seniority on the journeyperson's seniority list.

4. The normal maximum ratio allowed under this program shall be two (2) Improvers for each ten (10) journeyperson employed, where there is an approved Welder Training Program. This ratio may be amended by mutual consent.
5. The Welder Improver shall be chosen by a Selection Committee with equal union and management representation. The starting rate of pay for the first six (6) months shall be fifty-five percent (55%) of the journeyperson's rate and a periodic increase in pay every six (6) months thereafter as stipulated in this Agreement.
6. The Shop Steward and Union office must be notified as to the Improver's starting date. The Improver may be removed at any time during the training time if found to be unsuitable by the Committee in regard to ability in becoming a journeyperson.
7. The Welder training period shall be a maximum of thirty (30) months. An Improver with outstanding qualifications and advanced pre-training may have their training period shortened by the Committee. If the Improver has not achieved the necessary standards within the thirty (30) months to qualify for journeyperson's rate of pay due to sickness or loss of time, their training period may be extended for the time lost. If the Improver's ability after thirty (30) months is still questionable, the Improver should be returned to their previous classification and seniority.
8. During the training period, the Improver must be given the opportunity to learn and improve their skills and knowledge of the trade.
9. Boatyards employing ten (10) or more Welders (this ratio may be waived by mutual consent) may initiate a program of journeyperson upgrading and Welder training, generally in accordance with the following guidelines.
 - CWB training manual to provide background of basic principles and procedures;
 - Constant close supervision – a minimum of fifty percent (50%) of time worked to be spent "production welding";
 - Maximum number of Improvers per Journeyperson Welder designated as training/upgrading supervisor 10;
 - A minimum of four (4) hours per week to be intensively supervised and to include welding in all positions with a variety of electrode sizes and types, air-arc preparation of butts, hand burning, machine burning, submerged arc and/or hand held wire feed equipment;
 - A minimum of four (4) hours within a four (4) week period spent undertaking supervised CWB welding tests.
10. In the event of a reduction in the journeyperson's classification force, the Improver shall be laid off first in accordance with the above ratio of Improvers allowed, and on re-hiring, the senior Improver must be called in first, based on the starting date reported to the Union Office.

11. On or before completion of the Improver's terms, they will be assessed on their ability by the Committee. When successful, the Improver shall be given a letter of qualification, along with the Union's approval and be paid the journeyperson's rate.

12. All Welders who have attained seniority and are employed as a journeyperson on or after June 1, 1982, shall maintain their journeyperson status.

13. JOURNEYPerson WELDER QUALIFICATIONS

- Minimum of thirty (30) months verified welding experience, (including any documented training courses);
- Pass CWB, SMAW, and FCAW, butt weld test to visual and x-ray inspection standards;
- Pass CWB, SMAW and FCAW horizontal and overhead butt weld test to visual and x-ray inspection standards;
- Demonstrate reasonable hand burning proficiency in all positions;
- Demonstrate reasonable air-arc (gouging) proficiency in all positions;
- And any other standards the parties mutually agree to in the future;

14. WELDER IMPROVER QUALIFICATIONS & WAGE RATE

All "new start" Welders hired by employers operating an approved Welder Training/Upgrading Program that do not meet the requirements for "Journeyperson Welder" shall be classified as "Welder Improver".

Welder Improvers that meet the following qualifications shall be paid eighty-five percent (85%) of the Journeyperson Welder rate:

- A minimum of twenty-four (24) months verified welding experience (including any documented training courses).
- Pass CWB vertical butt weld test to visual and x-ray inspection standards.
- Demonstrate reasonable proficiency in flat, horizontal overhead and inclined positions;
- Demonstrate reasonable air-arc gouging proficiency in all positions.

Welder Improvers that have less than thirty (30) months verified welding experience or do not meet the Journeyperson Welder Qualification shall be paid in accordance with the following schedule:
First 6 mths (incl. documented training) - 55% Journeyperson Rate

After 6 mths (incl. documented training) - 65% Journeyperson Rate
After 12 mths (incl. documented training) - 70% Journeyperson Rate
After 18 mths (incl. documented training) - 75% Journeyperson Rate
After 24 mths (incl. documented training) - 85% Journeyperson Rate
After 30 mths (incl. documented training) - 100% Journeyperson Rate

This Letter of Understanding shall be effective as of September 1, 1984 to August 31, 1987, and therefore from year to year, unless a minimum of sixty (60) days prior to any anniversary date, written notice of contrary intention is given by one party to the other.

B. WELDERS TESTING & CERTIFICATION

The Company and Union agree to rewrite and update Appendix A Welding Training Program and Journeyperson Welder qualifications and Appendix B Welding Testing and Certification once the ITA has finalized the new Welding Apprenticeship program.

Vancouver Shipyards Co. Ltd. complies with the Canadian Welding Bureau requirements which includes the testing and certification of welders in order for them to qualify for employment with the Shipyard.

Those employees currently working are required to pass and continuously hold a valid Canadian Welding Bureau (C.W.B.) shielded metal arc welding (S.M.A.W.) certificate. For employed V.S.Y. seniority ranked employees testing is conducted on site in accordance with C.W.B. requirements. Failure to obtain C.W.B. revalidation of the S.M.A.W. ticket will subject an employee to "upgrading" which is discussed by the parties. For unemployed V.S.Y. seniority ranked employees, the Company and the Union agree to the following:

1. All unemployed welders who are subject to recall in the immediate future will be directed by the Union to re-validate their C.W.B. S.M.A.W. ticket prior to employment through attendance at B.C.I.T. Welding Department. (The Company will provide the proper authorization letter required for admission.)
2. The Company will provide financial assistance for the above as follows:
 - (a) \$25.00 daily welding booth rental fee at B.C.I.T. for a maximum of two (2) days in order to obtain "O" ticket.
 - (b) normal C.W.B. fees for the conducting of the C.W.B. S.M.A.W. welders qualification test.
 - (c) normal administration fees related to the issuance of the appropriate qualification ticket.

It is the intent of this agreement to achieve a smooth transition from non qualified to qualified and unemployed to employed by having welders tested and certified prior to recall to work. It is not the intent to use this agreement as an instrument for the

termination or disqualification from rehire at V.S.Y.

C. MANPOWER DISPATCH

PREAMBLE In order to satisfy an urgent or emergency short term customer requirement, the Company may request immediate manpower dispatch from the Union. In the event such circumstance may arise, it is understood and agreed that:

1. Senior management will advise the Union of the circumstances requiring immediate dispatch.
2. The specific job/project will be identified with the anticipated duration, if known, indicated.
3. Immediate dispatch will take place. In order to fulfil this request, the Union may be required to vary from the Seniority list.
4. If the senior person is not dispatched, it will not count as a "By-Pass".
5. In the event the dispatch is not in accordance with the Seniority provisions of the Collective Agreement, the individual dispatched will be laid off when the job/project is completed after a minimum of two (2) working days or a maximum of three (3) working days.

It is not the intent of this Agreement to circumvent the Seniority provisions of the Collective Agreement, but to allow the Company to immediately respond to an urgent short term customer need.

- D.** It is agreed that Local 506 and the Company will continue to discuss and resolve the practise of transferring qualified and suitable workers from other VSY 506 classification lists when one classification list has been exhausted.

APPENDIX "C"

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS LODGE 692 WAGE RATES AND CLASSIFICATIONS

Section 1 The following classifications are those for which this Union is a Certified Bargaining Agent, and the rates listed shall be paid to workers employed in those classifications.

CLASSIFICATION	<u>Mar 1/13</u> <u>Mar 1/14</u> <u>Mar 1/15</u> <u>Mar 1/16</u> <u>Mar 1/17</u>				
Engine Fitters	\$37.06	\$38.36	\$39.70	\$40.89	\$42.12
Mechanics	\$37.06	\$38.36	\$39.70	\$40.89	\$42.12
Machinists	\$37.06	\$38.36	\$39.70	\$40.89	\$42.12
Machinists Fitters	\$37.06	\$38.36	\$39.70	\$40.89	\$42.12
Helpers	\$34.22	\$35.41	\$36.65	\$37.75	\$38.88

NOTE: Any existing wage premiums to be continued to individuals receiving them.

CHARGEHANDS Journey person's rate plus nine percent (9%) per hour.
Where existing supervisory differentials are greater than shown here, they will continue to the individual receiving them.

LEADHANDS Journey person's rate plus two percent (2%) per hour.

1. Where existing supervisory differentials are greater than above, they will continue to the individuals receiving them.
2. **Chargehand**
An employee who is assigned to instruct others in the performance of their work and who may be held responsible for the quantity and quality of work.
3. A "large machine" differential of ten cents (10¢) per hour over tradesmen rate to be paid to machinists tradesmen while operating such large machines at VSY.
Definition of what constitutes a large machine to be clarified with each individual yard involved.
4. Machinists to receive "dirty money" while working with fibreglass.

5. A premium of fifteen cents (15¢) per hour to be paid to Machinists while operating the Large Lathe Washington, Niles Vertical Boring Mill, Niles Horizontal Boring Mill, Tos Boring Mill and Skoda Lathe at Vancouver Drydock.

6. Due to the number of personal tools required by Lodge 692 members, an additional eleven cents (11¢) per hour will be provided to assist with the purchase of tools. Company to determine tool inventory list.

APPRENTICES

Section 1 When the Company requires apprentices, it agrees to advise the Union. When an apprentice is hired, the Union shall be advised. Apprentices, on completion of their probationary period of ninety (90) days, shall be part of the bargaining unit and shall be required to become and remain members of the Union while covered by this Agreement.

Section 2 The apprentices will serve a four (4) year term and upon successful completion, shall be given seniority in their trade equal to their apprenticeship training period with the Company as of the date of hire.

Section 3 The Company will make up the difference in remuneration between the Government allowance and their regular pay for any apprentice attending an approved apprenticeship course.

Section 4 The Company shall recognize the standard apprentice/journeyman ratio as established by the Union. One (1) apprentice to four (4) journeymen.

Section 5 Rates of pay for apprentices shall be a percentage of the journeyman's rate as set out below:

	Percentage					
	<u>Mar 1/13</u>	<u>Mar 1/14</u>	<u>Mar 1/15</u>	<u>Mar 1/16</u>	<u>Mar 1/17</u>	
1 st	6 months – 55%	\$20.38	\$21.09	\$21.83	\$22.49	\$23.16
2 nd	6 months – 60%	\$22.24	\$23.01	\$23.82	\$24.53	\$25.27
3 rd	6 months – 65%	\$24.09	\$24.94	\$25.81	\$26.58	\$27.38
4 th	6 months – 70%	\$25.95	\$26.86	\$27.80	\$28.63	\$29.49
5 th	6 months – 75%	\$27.79	\$28.77	\$29.77	\$30.67	\$31.59
6 th	6 months – 80%	\$29.65	\$30.69	\$31.76	\$32.71	\$33.69
7 th	6 months – 85%	\$31.50	\$32.61	\$33.75	\$34.76	\$35.80
8 th	6 months – 90%	\$33.35	\$34.52	\$35.73	\$36.80	\$37.91

APPENDIX "D"

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 170

Section 1 The following classifications are those for which this Union has jurisdiction. The rates as listed shall be paid to workers employed in those classifications.

CHARGEHANDS Nine percent (9%) per hour differential over Journey person's rate.

LEADHANDS Journey person's rate plus two percent (2%) per hour.

CLASSIFICATION:

	<u>Mar 1/13</u>	<u>Mar 1/14</u>	<u>Mar 1/15</u>	<u>Mar 1/16</u>	<u>Mar 1/17</u>
Pipefitters	\$37.06	\$38.36	\$39.70	\$40.89	\$42.12

Section 2 For the purpose of this Agreement, the various tradespersons comprising the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 170 are defined as follows:

(a) All pipe installations, renewing, removing and repairing shall be classed as Pipefitting work, with the exception of the installation of sprinkler systems for fire protection.

(b) All work on sprinkler systems for fire protection, the Company agrees to pay the same rate of wages, plus Health, Welfare and Pension benefits to pipefitters as paid for sprinkler work as per the CLRA Local 170 Agreement.

(c) Tool and clothing allowance shall not be applicable when sprinkler rates apply.

Section 3 Apprentices

The terms of apprenticeship for the Plumbing, Steamfitting and Sprinklerfitting Trades will be four (4) years. This means that every

indentured Apprentice, who has worked at the trade for four (4) years or more, and has completed five (5) years of day school Technical Training, including successfully passing the Interprovincial Examination, will be issued a Certificate of Apprenticeship by the Provincial Government.

Minimum Apprenticeship rates shall be as follows:

Percentage						
	<u>Mar 1/13</u>	<u>Mar 1/14</u>	<u>Mar 1/15</u>	<u>Mar 1/16</u>	<u>Mar 1/17</u>	
1 st	6 months – 55%	\$20.38	\$21.09	\$21.83	\$22.49	\$23.16
2 nd	6 months – 60%	\$22.24	\$23.01	\$23.82	\$24.53	\$25.27
3 rd	6 months – 65%	\$24.09	\$24.94	\$25.81	\$26.58	\$27.38
4 th	6 months – 70%	\$25.95	\$26.86	\$27.80	\$28.63	\$29.49
5 th	6 months – 75%	\$27.79	\$28.77	\$29.77	\$30.67	\$31.59
6 th	6 months – 80%	\$29.65	\$30.69	\$31.76	\$32.71	\$33.69
7 th	6 months – 85%	\$31.50	\$32.61	\$33.75	\$34.76	\$35.80
8 th	6 months – 90%	\$33.35	\$34.52	\$35.73	\$36.80	\$37.91

PIPING INDUSTRY APPRENTICESHIP BOARD

The Company agrees to pay the Piping Industry Apprenticeship Board the sum of ten cents (10¢) per hour for each hour earned.

APPENDIX "E"

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 213

As per the collective agreement:

The common Journeyperson rate is: Mar 1/13 Mar 1/14 Mar 1/15 Mar 1/16 Mar 1/17

\$37.06 \$38.36 \$39.70 \$40.89 \$42.12

The common Health/Welfare & Pension rate is:

\$6.40 \$6.60 \$6.80 \$7.00 \$7.20

The following classifications are those for which the Union has jurisdiction. The rates as listed below are the rates that shall be paid to workers employed in those classifications with the voluntary contribution to Health, Welfare & Pension deducted.

CHARGEHANDS Journeyperson's rate plus nine percent (9%) per hour. Where existing supervisory differentials are greater than shown here, they will continue to the individual receiving them.

LEADHANDS Journeyperson's rate plus two percent (2%) per hour. Same applies.

Apprentices: (percentages)

	<u>Mar 1/13</u>	<u>Mar 1/14</u>	<u>Mar 1/15</u>	<u>Mar 1/16</u>	<u>Mar 1/17</u>
1 st 6 months – 55%	\$20.38	\$21.09	\$21.83	\$22.49	\$23.16
2 nd 6 months – 60%	\$22.24	\$23.01	\$23.82	\$24.53	\$25.27
3 rd 6 months – 65%	\$24.09	\$24.94	\$25.81	\$26.58	\$27.38
4 th 6 months – 70%	\$25.95	\$26.86	\$27.80	\$28.63	\$29.49
5 th 6 months – 75%	\$27.79	\$28.77	\$29.77	\$30.67	\$31.59
6 th 6 months – 80%	\$29.65	\$30.69	\$31.76	\$32.71	\$33.69
7 th 6 months – 85%	\$31.50	\$32.61	\$33.75	\$34.76	\$35.80
8 th 6 months – 90%	\$33.35	\$34.52	\$35.73	\$36.80	\$37.91

The Company shall recognize the standard apprentice/journeyperson ratio as established by the Union.

ELECTRICIANS:

Electricians, while spray cleaning electrical equipment, are to be paid twenty cents (20¢) per hour over the classification rate of pay while so employed.

TRAINING FUND:

The Company will remit ten cents (10¢) per hour for each hour earned to the Marine Industry Joint Electrical Training Plan.

APPENDIX "F"

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION LOCAL 15

(Recorded in separate document)

APPENDIX "F"

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION
LOCAL ~~45~~-378**

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ARTICLE 1 PURPOSE

1.01

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and employees and in recognition whereof, the Parties hereto covenant and agree as follows:

1.02 No Discrimination

Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, ~~creed~~, national or ethnic origin, religion, age, sex, sexual orientation, ~~or~~ marital status, family status, disability or criminal conviction for which a pardon has been granted. Definition of these protected classes will be consistent with the definitions in the Human Rights Code of British Columbia.

Notwithstanding the above, the parties agree that should any new protected classes be added to the Human Rights Code of British Columbia during the life of this Agreement, they will be deemed to be included in this language.

ARTICLE 2 UNION SECURITY AND RECOGNITION

2.01

This Agreement shall apply solely to employees in the bargaining unit, for which the Union is certified under the Labour Relations Code and shall be binding on the Employer and the Union and their respective successors or assigns.

2.02

The Employer agrees that all employees covered under this Agreement, as a condition of employment, shall within thirty (30) days from the effective date of this Agreement, become and remain members of the Union.

2.03

The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of employment, within thirty (30) days from the date of employment, become and remain members of the Union.

2.04 Assignments of Wages and Employee Information

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 a list of employees from whom the following information as to the persons from whose pay such deductions have been made.

(a) employee Name

(b) ID number (if available)

(c) home address

(d) date of hire is

(e) job classification

(f) employment status

(g) gross earnings for the applicable period

(h) amount of dues deducted

(i) telephone number, except where employees have expressly indicated that their number is unlisted

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.

ARTICLE 3 UNION REPRESENTATION

3.01 Union Recognition

The Employer shall recognize the Union and the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

3.02 Employee Contact

The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union Representative(s) will obtain authorization from the Employer as to appropriate time for such contact before meeting the employee.

3.03

The Employer shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Employer of the names of the Office Steward(s).

3.04

The Office Stewards(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay, provided such does not interfere with the employee(s) work schedule. Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purpose and such permission will not be unreasonably denied.

3.05 Right to have a Job Steward Present

- (a) An employee shall have the right to have a Job Steward present at any discussion with management personnel where the basis of the discussion is disciplinary in nature. The employee shall be given advance notice of the meeting and of his/her right to have a Job Steward present at the meeting.
- (b) An Employee shall have the right to refuse to participate or to continue to participate in any discussion with management personnel, where the basis of the discussion is disciplinary in nature, until a Job Steward can be present. An Employee who exercises this right of refusal shall not suffer any prejudice, penalty or discipline as a result.
- (c) This clause does not apply to discussions that are of an operational nature or do not involve disciplinary action.

ARTICLE 4 THE RIGHTS OF THE EMPLOYER

4.01

The Union recognizes that the management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Employer and that the Employer

shall have the right to select its employees and to discipline or discharge them for just and reasonable cause, provided that such rights are not exercised in a manner contrary to the provisions of the Agreement and subject to the right of the Union or employee to grieve as provided in Articles 17, 18 and 19 of this Agreement.

ARTICLE 5 DEFINITION OF EMPLOYEES

~~5.01 Probationary Period~~

~~All new employees, except temporary employees, will be considered probationary for up to the first ninety (90) days of employment, and the probationary period may be extended by mutual agreement between the employee and the Employer. Notice of extension of the probationary period shall be in writing to the employee, with a copy to the Union and such notice shall be given during the thirty (30) day period prior to the completion of the ninety (90) day probationary period.~~

~~After satisfactory completion of the probationary period, an employee will become regular and seniority will commence from the date of hire.~~

~~Temporary employees attaining regular status shall have their temporary period of employment included in their probationary period.~~

~~While on probation, an employee may only apply for a position that represents a promotion.~~

5.02 Full-time regular

An employee hired to work on a full-time basis in a regular continuing position.

5.03 Part-time regular

An employee hired to work regular hours or days on a continuing basis, but who works less than the normal working hours in a month. These employees shall be covered by all conditions of this Agreement except as follows:

- (a) Bereavement, Severance and Jury Duty pay will be on a pro-rata basis consistent with days normally employed. Duration of Bereavement, Funeral and Jury Duty entitlement will be on the same basis as for full-time regular employees with the same calendar service.
- (b) After completion of thirty (30) days of employment, they shall receive Statutory Holiday pay based on their regular daily rate of pay. This will be paid if either the Statutory Holiday falls on one of their normally scheduled work days or provided they have been paid a minimum of fifteen (15) days in the thirty (30) working days immediately preceding the Statutory Holiday.
- (c) Annual vacation entitlement shall the same as for a full-time regular employee. Vacation pay shall be calculated at four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of gross earnings.
- (d) ~~These~~ Part-time regular employees shall have their seniority calculated on a prorated basis in accordance with time worked. A part-time regular employee attaining full time regular status shall have seniority credited from the latest date of entry as an employee.

5.04 Temporary

An employee hired on a full-time or part-time regular basis for a specified period, on a project basis, not exceeding three (3) 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:

- (a) After completion of thirty (30) days employment, they shall receive Statutory Holiday pay based on their regular daily rate of pay. This will be paid if either the Statutory Holiday falls on one of their normally scheduled work days or provided they have been paid a minimum of fifteen (15) days in thirty (30) working days immediately preceding the Statutory Holiday.
- (b) Vacation pay shall be paid at the date of termination calculated at the applicable percentage of gross earnings for the period employed.
- (c) Bereavement, Funeral and Jury Duty leave will be granted without pay, and duration will be on the same basis as for full-time regular employees with the same calendar service.
- (d) Union Business leave, Special Leave Without Pay and Educational Upgrading shall not be granted.
- (e) ~~Temporary employees Rate of pay shall be paid~~ not be less than the start rate for the classification they are backfilling, or a comparable position in the bargaining unit. Where a comparable position does not exist, the Employer will set the rate ~~will be set by the Employer and advise the Union, advised for the purpose of deduction and remittance of union dues.~~
- (f) Reasonable notice of lay-off or termination, but not less than one (1) weeks notice shall be given by the Employer.
- (g) A ~~Temporary~~ employee attaining Full-time regular ~~full-time~~ or Part-time regular status will have rights under this Agreement which are based on length of service and seniority dated from the start of continuous employment.
- (h) Article 16 of this Agreement shall not apply to temporary employees.

5.05 Casual Employees

An employee hired on ~~a full-time or part-time regular~~ 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) working days except where extended by mutual agreement between the Union and the Employer. ~~These Casual~~ Casual employees shall be covered by all conditions of this Agreement except as follows:

- (a) After completion of thirty (30) days employment, they shall receive Statutory Holiday pay based on their regular daily rate of pay. This will be paid if either the Statutory Holiday falls on one of their normally scheduled work days or provided they have been paid a minimum of fifteen (15) days in the thirty (30) working days immediately preceding the Statutory Holiday.
- (b) Vacation pay shall be paid at the date of termination calculated at the

applicable percentage of gross earnings for the period employed.

- (c) Bereavement, Funeral and Jury Duty leave will be granted without pay, and duration will be on the same basis as for full-time regular employees with the same calendar service.
- (d) Union Business leave, Special Leave Without Pay and Educational Upgrading shall not be granted.
- (e) Rate of pay shall be not less than the start rate for the position in which employed and the Union advised for the purpose of deduction and remittance of applicable union dues.
- (f) Reasonable notice of lay-off or termination, but not less than one (1) weeks notice, shall be given by the Employer.
- (g) A ~~e~~Casual employee attaining Full-time regular ~~full-time~~ or Part-time regular ~~part-time~~ status will have rights under this Agreement which are based on length of service and seniority dated from the start of continuous employment.
- (h) Article 16 of this Agreement shall not apply to casual employees.

ARTICLE 6 HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

6.01

- (a) The regular work schedule for full-time regular employees, except Security Guards, shall be seven and one-half (7 1/2) ~~consecutive~~ continuous hours, exclusive of meal periods, within the hours of 7.00 am and 4.30 pm for five (5) consecutive days, Monday to Friday inclusive.
- (b) ~~It is agreed that as~~ As a result of a specific project, contract or other temporary volume requirement, ~~the above may, when necessary, be extended to an employee's seven and one-half (7 1/2) shift per (a) above may be amended to end at 5.00 pm, but any such change would take into account the seniority of the employee(s) subject to mutual agreement between the employee and the employer.~~

6.02

An unpaid lunch period of thirty (30) minutes will be provided and taken within the two (2) hours in the middle of the regular working day: the precise time of which will ~~to~~ be arranged between the Employer and the employee.

6.03

Two (2) paid relief periods per day of fifteen (15) minutes each, will be provided and taken one (1) in the morning and one (1) in the afternoon, ~~shall be provided, and taken, without loss of pay.~~

6.04 Overtime Premiums

All time worked before or after the regularly established working day shall be considered overtime and be paid for at two hundred percent (200%) of the employee's ~~pro-rated straight time~~ hourly rate. An employee's straight time hourly rate shall be calculated by dividing current monthly salary by one hundred sixty-two and one half (162 1/2).

- 6.05 Overtime allocation...As per Article 6:01 of the collective agreement.
- 6.06 All time worked on Saturday and/or Sunday shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's ~~pro-rated~~ straight time hourly rate.
- 6.07 An employee requested to work overtime beyond the regular work day shall be allowed a one (1) hour meal period at the regular ~~pro-rated~~ straight time hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.
- 6.08 An employee called back to work after completing a regular days work or from a regular day off shall be paid overtime rates for a minimum of four (4) hours or for time worked, whichever is greater.
- 6.09 Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent of the overtime earnings.
- 6.10 Employees shall be at their respective positions ready to begin work at their scheduled starting time and shall not quit work in advance of their scheduled quitting time.

ARTICLE 7 STATUTORY HOLIDAYS

- 7.01 The Employer agrees to provide all full-time regular employees with the following statutory holidays with pay:
- | | | | |
|----------------|-------------------|------------------|-----------------|
| New Year's Day | <u>Family Day</u> | Good Friday | Labour Day |
| Victoria Day | Easter Monday | Thanksgiving Day | Remembrance Day |
| Canada Day | Christmas Day | Boxing Day | BC Day |
- and any other day that may be stated a legal holiday by the Provincial or Federal Government.
- Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day off or days off with pay, to be taken on either a Friday or Monday or at a time mutually agreed with the Employer.
- 7.02 No work shall be performed by employees on the above-mentioned holidays, except in unforeseen circumstances. Work performed on such occasions to be paid for at 200% of the employee's pro-rated hourly rate and such employees shall be given an alternate day off with pay.
- 7.03 In the event any of the holidays enumerated in Section 1 above occur during the period of an employee's vacation, an additional day of vacation, with pay, shall be allowed for each

holiday so occurring.

7.04 Floating Holiday

All full-time regular employees shall be entitled to a "floating " day off, with pay, once each calendar year, which shall be in addition to the Statutory Holiday and annual vacation entitlement provided for in Article 7 and 8 of this Agreement. The "floating" day off shall be taken on the same date the hourly shipyard employees take their floating statutory holiday during the Christmas period.

ARTICLE 8 ANNUAL VACATIONS

All full-time regular employees shall be entitled to a paid vacation in accordance with the following schedule:

8.01

During the first twelve (12) months' service an employee shall earn a paid vacation entitlement of ten (10) working days.

8.02

Each employee who completes two (2) years' service shall receive fifteen (15) working days paid vacation.

8.03

Each employee who completes seven (7) years' service shall receive twenty (20) working days paid vacation.

8.04

Each employee who completes fifteen (15) years' service shall receive twenty-five (25) working days paid vacation.

8.05

Each employee who completes twenty (20) years' service shall receive thirty (30) working days paid vacation.

8.06

Payment for vacations shall be at the employee's regular classification wage rate at the time vacation is taken, or at four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of gross earnings, whichever is greater.

Where an employee has not received wages from the Employer for any period during the vacation year (June 1-May 31) of more than three (3) weeks, by reason of leave of absence without pay as per Article 9, Section 4, lay-off as per Article 12, Section 5 or receiving Long Term Disability as per Article 10, Section 3, vacation pay shall be paid at the applicable percentage of gross earnings for that vacation year.

8.07

Employees desiring to take vacations in broken periods shall be entitled to take them in periods of one (1) week, two (2) weeks, three (3) weeks, etc.

8.08

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 have selected one (1) period. Subsequently, 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.

8.09

Employees who have completed one (1) or two (2) years' service shall be entitled to bank up to a maximum of one (1) week vacation. Employees who have completed three (3) years' service, or more, shall be entitled to bank up to a maximum of two (2) weeks vacation.

aEmployees who have completed five (5) years' service or more shall be entitled to bank up to a maximum of three (3) weeks vacation. Such banked vacation may be taken in the following year, or later, subject to the Employer's right to approve the overall vacation schedule.

8.10

The vacation year is the period of twelve (12) months commencing June 1 to May 31. During the transitional years (the 1st, 2nd, 7th, 15th and 20th year of service), vacation entitlements shall be calculated as per Appendix "D" which is attached hereto and made part of this Agreement.

ARTICLE 9 LEAVE OF ABSENCE

9.01 Union Business

Leave of absence, without pay, will be granted to employee for the purpose of attending to Union business, providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks' notice and such leave will not be unreasonably denied. To facilitate the administration of the clause, when a leave of absence without pay is granted, the Employer will continue the Employee's normal salary, subject to timely reimbursement by the Union.

9.02 Bereavement Leave

In case of death in the immediate family of the employee, i.e., father, mother, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, an employee shall be granted compassionate leave of up to five (5) days, with pay. Such leave of absence shall not be charged against annual vacation entitlement.

9.03 Funeral Leave

Upon application to the Department Head an amount of time, up to a maximum of one-half (1/2) day leave of absence, without deduction of pay, to attend a funeral as pallbearer or mourner may be granted.

9.04 Special Leave Without Pay

An employee may be granted leave of absence without pay for personal reasons upon written application. Such leave shall be at the discretion of the Employer. It is understood that such leave shall not unduly interfere with the operations of the department concerned. It is further understood that employees may be granted such leave for the sole purpose of extending or supplementing annual vacation but only in extenuating circumstances in which case such approval will not be unreasonably withheld.

9.05 Jury Duty

Employees who are required, by law, to serve as jurors or witnesses in any court, competent jurisdiction, or any proceeding resulting from employment with the Employer, shall be granted leave of absence with pay for this purpose. The employees concerned shall deposit with the Employer any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.

9.06 ~~Maternity~~ Pregnancy, Parental and Adoption Leave

Pregnancy and Parental leave of absence without pay ~~in case of pregnancy~~ shall be granted in accordance with the provisions of the Employment Standards Act. Adoption Leave of absence without pay shall be granted in accordance with the provisions of the Employment Standards Act for Parental Leave. Such leave will not affect annual vacation entitlements or seniority.

9.07 Educational Upgrading

- (a) Where an employee completes a job related night school educational course as approved in advance by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of this course to the employee.
- (b) When an employee registers in a job related educational certificate program as approved in advance by the Employer, the Employer upon registration will reimburse one hundred percent (100%) of the cost of each course to the employee.
- (c) When the Employer requests an employee to attend a job related educational course, the Employer will pay one hundred percent (100%) of the cost upon registration.
- (d) The Employer further agrees that where such educational leave as detailed in (b) or (c) above is granted during normal working hours, the leave shall be without loss of wages or benefits.
- (e) In the event any employee attends an educational course as specified in (c) above, and that day is other than a regular working day, then a compensating day off with pay shall be granted and taken by the employee immediately preceding or succeeding the day of attendance at such course, or at such other time as is mutually agreed upon between the Employer and the employee.

ARTICLE 10 SICK LEAVE, WELFARE PLANS AND PENSION PLAN

All newly hired full-time regular and part-time regular employees, regularly scheduled to work three (3) days or more per week, shall be enrolled in the Medical Services Plan of British Columbia on the first of the month following date of hire and one hundred percent (100%) of the premium cost shall be paid by the Employer. Coverage for Extended Health Benefits, Sick Pay, Long Term Disability, Group Life Insurance and Dental Plan shall commence on the first of the month following completion of their probationary period.

10.01 Medical Plan and Extended Health Benefits

Coverage under the Medical Services Plan of BC and the Company Group Insurance Programme shall remain in effect for the duration of this Agreement with one hundred percent (100%) of the premium cost paid by the Employer. Details of the Plan shall be made available

to all employees on request.

10.02 Sick Pay Plan

The present Sick Pay Plan which pays up to one hundred percent (100%) of salary (minimum two-thirds (2/3rds)) for a maximum of fifteen (15) weeks shall remain in effect for the duration of this Agreement. Details of the Plan shall be made available to all employees on request. Employees absent from work in excess of three (3) days may be required to present a doctor's certificate on return to work in order to receive sick pay, and shall be reimbursed for the cost of obtaining such certificate. Notice of such requirement to present a doctor's certificate shall be given, either prior to commencement of such absence, or during such absence, but prior to the employee's return to work.

10.03 Long Term Disability

The present Long Term Disability Plan shall remain in effect for the duration of this Agreement with the full premium cost paid by the Employer. The Plan comes into effect only if the disability continues beyond the fifteen (15) week Sick Pay Plan provided for in Section 2. The Plan will pay a disabled employee seventy-five percent (75%) of regular salary for as long as the employee remains disabled, or until the employee reaches normal retirement age, subject to the qualifications as laid out in the text of the Plan. Details of the Plan shall be made available to all employees on request.

10.04 Group Life Insurance Plan

The present Group Life Insurance Plan shall remain in effect for the duration of this Agreement with the full premium cost paid by the Employer. The Plan provides for insurance in the amount of three times (3X) annual salary to a maximum of \$500,000 and the employee is also covered for an equal amount of Accidental Death and Dismemberment Insurance.

The Accidental Loss of: one (1) hand, one (1) foot or the sight of one (1) eye - fifty percent (50%) of the amount for which insured. Loss of a combination of two (2) or more of the above - one hundred percent (100%) of the amount for which insured. Details of the Plan shall be made available to all employees on request.

10.05 Pension Plan

All regular employees shall participate in the Company's Pension for Salaried Employees upon completion of three (3) calendar months of employment. Details of the Plan shall be made available to all employees on request.

10.06 Dental Plan

Coverage under the MSA Dental Care Plan shall continue in effect for the duration of this Agreement with one hundred percent (100%) of the premium cost paid by the Employer. The Plan pays for Part A - one hundred percent (100%), for Part B - sixty percent (60%), and for Part C - sixty percent (60%).

Part A - pertains to routine dental care. It includes diagnostic services such as examinations, consultations, X-rays, preventative services such as cleaning and scaling of teeth, topical fluoride and regular maintenance such as fillings, extractions, etc.

Part B - pertains to major restorative expenses, such as crowns, bridges, dentures, endodontic and periodontic treatment, etc.

Part C - involves prescribed orthodontic work required to correct malocclusion.

Details of the Plan shall be made available to all employees on request.

10.07 General

- (a) An employee receiving Long Term Disability Plan benefits shall have the right to return to his/her former job for a period of ~~twelve (12)~~ twenty four (24) months from the date of disability and shall continue to accrue seniority for ~~that period~~ the first twelve (12) months only, from the date of disability. Should the employee become employable on a full-time regular basis subsequent to the expiry of this ~~twelve (12)~~ twenty four (24) month period, he/she shall be placed on the recall list for a period of six (6) months.
- (b) When an employee is receiving paid sick leave, WCB and/or the Long Term Disability Plan benefits, the Welfare Plan premium cost shall continue to be paid by the Employer.

(c)

Note: Re: Section 2 (Sick Pay Plan) and Section 3 (Long Term Disability) above:
An Employee's Sick Pay Plan will be reinstated as follows:

- (i) in the case of a recurring disability, full benefits will be reinstated within three ~~months~~ of return to active employment following the latest absence for the same illness or injury; and
- (ii) in the case of a new disability, full benefits will be reinstated within one month of return to active employment following the latest absence due to illness or injury.

10.08 Extended Sick Leave Without Pay

- (a) An employee shall be granted up to three (3) months extended sick leave without pay in addition to the fifteen (15) week paid sick leave referred to in Section 2 of this Article, provided that the employee has a minimum of one (1) year continuous service with the Employer, the employee does not qualify for the Long Term Disability Plan benefits and the Employer has received a letter from a certified medical doctor stating the period of sick leave expected.
- (b) Prior to commencement of extended sick leave, the employee shall prepay fifty percent (50%) of all Welfare Plan premium costs for the period of extended sick leave without pay.
- (c) An employee shall continue to accrue seniority during the fifteen (15) week period of paid sick leave and the three (3) month period of extended sick leave without pay.
- (d) An employee who is unable to return to work ~~on a full-time regular basis~~ at the expiration of extended sick leave without pay, shall be placed on the recall list for a further period of twelve (12) months.

ARTICLE 11 SALARIES

11.01

All Employees will be covered by a job classification ~~classified~~ that will be evaluated in accordance with the necessary qualifications and skills used required and shall be paid not less than the salary specified for such job classification in accordance with the salary levels, as set forth in Appendix "A", ~~"B" and "C"~~ which is attached hereto and made part of this Agreement.

11.02

Any position not covered by Appendix "A", "B", and "C", new positions which may be established during the life of this Agreement, or reclassification of existing positions by reason of significant changes in job content, shall be subject to negotiation and agreement with the Union prior to implementation with respect to classification and salary for the position in question. In the event that the Parties fail to agree, such matters may be referred to a mutually acceptable third Party qualified in job evaluation techniques, the cost of whom shall be shared equally by the Parties. If the Parties fail to agree upon such mutually acceptable third Party, the matter shall be referred to a single arbitrator as provided in Article 18, or as may be agreed between the Parties, Article 19 of this Agreement.

11.03

It is agreed that the salaries contained in Appendix "A", ~~"B" and "C"~~ are minimum salaries. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee within the bargaining unit, nor shall it be so construed that any employee may not be ~~given an increase in pay before the period specified or~~ be advanced or promoted in the service of the Employer.

11.04

An employee who is promoted to a higher job classification shall initially be placed on the probationary rate for that job classification for the duration of the trial period specified in Article 12 (4), but in any event shall receive a minimum monthly increase of fifty dollars (\$50.00).

11.05 Salary Progression

Employees shall progress to the full rate for their job classification, but the pay increase may be withheld if, in the opinion of the Employer, progress and performance is not satisfactory and further training is required, subject to the employee's right to grieve if such increase is unreasonably withheld.

11.06

- (a) An employee assigned to a higher job classification or temporarily replacing another employee in such higher job classification shall be paid at the higher rate as determined by the foregoing Section 4 for the period so employed for periods of one (1) day or more.
- (b) When employees are requested to perform work of a job classification excluded from the Bargaining Unit, they will be paid the maximum rate for their current job classification plus ten percent (10%) for all time so worked for periods of one (1) day or more.

11.07 Salary Increases

All Employees shall receive general increases on the dates set out in Appendix "A", and/or lump sums and signing bonuses, in accordance with the following schedule:

	Wages	+	VSYS Only Increase	
01 March 2013	2.0%	+	2.25%*	= 4.25%
01 March 2014	2.5%	+	1.0%	= 3.5%
01 March 2015	2.5%	+	1.0%	= 3.5%
01 March 2016	3.0% or COLA**, whichever is greater, to a max of 5%			
01 March 2017	3.0% or COLA**, whichever is greater, to a max of 5%			

*All VSYS seniority ranked employees as of the date of ratification will receive a signing bonus of \$400.00 to be administered as follows:

- a. Seniority ranked employees currently working at VSYS will receive \$400.00 upon ratification as well as apprentices who have worked more than four hundred and fifty hours (450) and who are still currently employed.
- b. Unemployed seniority ranked employees will receive \$400.00 upon recall.

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

11.08

Employees will receive their monthly salary in two (2) equal payments, one (1) by the 15th of each month and one (1) by the last working day in the month, less statutory deductions and Union dues in accordance with Article 2. An employee who is terminated, laid off or discharged shall receive all amounts due to him/her no later than the last day worked.

ARTICLE 12 HIRING, PROMOTION, LAY-OFF, RECALL AND SEVERANCE PAY

12.01 Job Vacancies

The Employer shall fill job vacancies from within the bargaining unit before hiring new employees, providing there are bargaining unit employees who apply to fill the vacant position, having the necessary qualifications and ability required to perform the job. When vacancies are not filled from within the bargaining unit, the Employer shall interview and consider applicants from the Union's unemployed roster.

12.02 Job Posting

- (a) Notice of all job vacancies shall be posted on the office bulletin board for three (3) working days (and where possible emailed to company email addresses) and shall include the job title, job grade, pay rate and a brief description of the job duties including necessary qualifications. ~~Those employees who make application during this three (3) working day period will be considered for the job and~~ The Employer shall also make every reasonable attempt (eg. by telephone to the employee's residence) to notify employees

who are absent on vacation or leave during the posting period and who, prior to their leave, have informed the Employer of their interest in changing positions. ~~so that they may bid on such job vacancies~~ Employees who make application during this three (3) working day period will be considered for the job.

- (b) Such job vacancies shall be posted within three (3) days of the known vacancy and the vacant position(s) shall be filled within fifteen (15) days where possible thereafter. In addition, a copy of each such posting shall be forwarded to the Union and the Chief ~~Office~~ Job Steward, advising whether the posting is for a new or replacement position and, if the latter, which employee has terminated and the former employee's job classification.

12.03 Promotions and Transfers

A promotion is defined as the move of an employee to a higher job classification level than that presently occupied. A transfer is defined as the move of an employee to another position within the same classification level.

Promotions, transfers, layoffs and recalls shall be made on the basis of seniority, necessary qualifications and ability required to perform the job.

"Experience" shall not be a criteria in respect of the foregoing.

In the event two (2) or more applicants in the bargaining unit have the necessary qualifications and ability required to perform the job, the employee applicant with the greatest seniority shall be awarded the vacancy.

12.04 Probationary Period

- (a) All new employees, except temporary employees, will be considered probationary for up to the first ninety (90) days of employment, and the probationary period may be extended by mutual agreement between the employee and the Employer. Notice of extension of the probationary period shall be in writing to the employee, with a copy to the Union and such notice shall be given during the thirty (30) day period prior to the completion of the ninety (90) day probationary period.
- (b) Temporary employees attaining regular status shall have their temporary period of employment included in their probationary period.

12.05 Trial Period

An employee promoted to a higher job classification or transferred to another position within the same classification level shall be on trial for a period of up to ninety (90) days. If during the trial period he/she is considered to be unsuitable, he/she shall be returned to his/her former position or one of equal rank and shall be paid his/her former salary plus any increments which he/she may have become entitled to had he/she not been promoted or transferred.

12.06 Lay-off

If a reduction of office staff is necessary, the following procedure shall be adopted: the

employee with the least amount of seniority in any job classification will be the first laid-off from that job, but they may displace an employee in the same or lower classification level with the least seniority in such job classification, providing they have the necessary qualifications and ability required to perform the job and have greater seniority.

Employees who are displaced from their job as a result of such bump-back procedure may themselves move back and displace employees having less seniority in the same or lower classification level, providing such employees have the necessary qualifications and ability required to perform the job, and seniority.

12.07

All regular (i.e. permanent) employees shall be given two (2) weeks notice of lay-off or two (2) weeks salary in lieu of notice.

12.08

(a) Any regular employee with six (6) months or more of service, who is laid-off and who cannot or has chosen not to bump in accordance with Article 12.06 may elect either:

- (i) ~~shall to be placed on the recall list for a period maximum of twelve (12) months, or~~
- (ii) termination.

(b) All regular employees with a minimum of one (1) consecutive years' service who ~~are laid-off~~, elect termination in accordance with Article (a) (ii) above shall be entitled to severance pay of two (2) weeks' pay for each full year of service to a maximum of twenty-six (26) weeks. Severance pay shall be based on the employee's regular rate of pay at the date of severance ~~and will~~

~~The laid-off employee may elect either:~~

- ~~(a) termination, in which case severance pay shall be tendered and recall rights waived or~~
- ~~(b) to be placed on the recall list in which case severance pay would be payable on either the date the employee requests to terminate and waives recall rights, or at the expiry of the recall period.~~
- (c) An employee who receives \$severance Ppay under this provision Clause is not eligible to receive severance pay under Article 16, Section 5 16.05 (and ~~visa~~ vice versa) for the same separation of employment.

12.09 Recall

(a) Copies of up to date Recall lists and all notices of Recall will be sent to the Union Office.

(b) Employees on the recall list shall have the right to return to their former job if it becomes vacant, ~~except those employees who have been granted Extended Sick Leave Without Pay or are former Long Term Disability recipients who have been off work for more than twelve (12) months.~~ However, all employees on the recall list shall have the right to apply for a vacancy in any job classification ~~for which they have the necessary qualifications and ability required to perform the job~~ and if selected, shall be subject to a trial period of up to ninety (90) days. The Employer shall not post the vacancy until employees on the recall list have been considered.

12.10

- (a) Notice of recall to an employee who has been laid-off shall be ~~made sent~~ by registered mail, courier or email to the last known residential or email address of the employee. The employee must respond to such notice within ~~three (3)~~ seven (7) calendar days of receiving it or lose rights of seniority and recall. ~~However, a~~ An employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control, shall not lose rights thereby, but such employee may be bypassed for the position available. An employee bypassed, as provided above, will remain on the recall list for the remaining recall period.
- (b) Employees on the Recall list will ensure the Employer has their current residential or email address for recall.

12.11 Salary Policy on Recalls and Demotions

- (a) Employees recalled to their former position, or to a position having the same salary rate shall receive the current rate in the salary level which they held at the time of lay-off.
- (b) Employees recalled to a position with a salary rate which is lower than their former position, shall be paid their former salary if it is not higher than the full rate for the position to which they are recalled. If the former salary is higher, they shall be paid the maximum rate for the lower position.
- (c) The foregoing salary policy shall also apply in the case of demotions due to lay-offs and other circumstances.

~~12.12~~

~~Pay day shall be the last working day in the month, with a mid-month advance of up to fifty percent (50%) of net wages, as requested, issued by the fifteenth (15th) of each month. An employee who is terminated, laid off or discharged, shall receive all amounts due him/her not later than the last day worked.~~

ARTICLE 13 SENIORITY

13.01

Seniority shall mean length of continuous service with the Employer and its predecessors, as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

13.02

Except as provided in Section 3 following, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

13.03

An employee who leaves the bargaining unit to fill a position with the Employer excluded from the unit by agreement between the Union and the Employer or the Labour Relations Code shall be credited with accumulative seniority (seniority held at date of leaving the bargaining unit plus accrued credit from the date of re-entry to the unit).

13.04

An employee on approved leave of absence, without pay, will accrue seniority for periods not exceeding three (3) calendar months.

13.05

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

13.06

No seniority shall accrue for short terms of temporary work, except that temporary employees who attain regular status shall have seniority credited from date of entry as an employee of the Employer, as provided in Article 5, Section 4.

13.07

An employee on leave of absence on Union business under Article 9, Section 1, or on sick leave and extended sick leave under Article 10, will continue to accrue seniority.

13.08

~~Seniority lists will be made available by the Employer~~ The Employer will provide the Union with a seniority list in January of each year, and at such times as may be required for the administration of this Agreement.

13.09

After satisfactory completion of the probationary period, ~~an employee will become regular and~~ seniority will commence from the date of hire.

~~Temporary employees attaining regular status shall have their temporary period of employment included in their probationary period.~~

~~While on probation, an employee may only apply for a position that represents a promotion.~~

ARTICLE 14 GENERAL

14.01

Neither the Employer nor the employees shall be asked to make any written or verbal contract which may conflict with this Agreement.

14.02 Picket Lines

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

14.03 Bulletin Boards

Will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Employer before being posted. Approval shall not be withheld

unreasonably by the Employer.

14.04 Health & Safety

- (a) The Employer agrees to provide a safe, properly lighted, heated and ventilated place of work with restrooms and first-aid facilities as required by applicable statute. The Employer further agrees to provide a healthful work environment for all employees, except where circumstances are beyond the Employers ability to maintain such an environment.
- (b) The ~~Company~~ Employer will pay the tuition and provide time off for Level Two First Aid training to Security Personnel (additional specific grandfathered arrangement is in effect for three (3) identified Security Personnel).
- (c) ~~A First aid premium of \$2.00 per hour to will be paid to the Security person on shift where first aid coverage is required on back shifts/weekends pursuant to WCB Worksafe BC regulations regarding the number of workers on site.~~

14.05 Personnel Files

The Employer shall supply the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any written reply by the employee shall become part of the employee's record. In addition, employees shall have an opportunity, not more than twice per calendar year, to view their own personnel file under the supervision of the Manager, Industrial Relations (or delegate) and make written comments.

The record of any disciplinary action shall not be referred to or used against the employee at any time after twelve (12) months following such action, unless there is another record of disciplinary action issued for a directly related matter within that period.

14.06 Bargaining Unit Work

- (a) Except as specifically provided in this Agreement, no work which is normally, properly or customarily performed by members of the bargaining unit shall be contracted out, sub-contracted or performed by other than COPE, Local 15 members in the bargaining unit.
- (b) Managers or other employees outside the bargaining unit shall not perform the duties customarily or properly performed by employees within the bargaining unit except in cases of emergency when bargaining unit members who can perform the required work are not available, or when a Manager is working alongside an employee for the purpose of training.

14.07 Parking

The Employer shall provide free parking on or adjacent to the Employer's premises for all employees in the bargaining unit desiring same as long as the ability to supply parking is within the Employer's control.

14.08 Security Personnel

- (a) ~~First aid premium of \$2.00 per hour to be paid to the Security person on shift~~

~~where first aid coverage is required on back shifts/weekends pursuant to WCB regulations regarding the number of workers on site.~~

~~(a) (b)~~ Security Personnel working on statutory holidays to be paid time and one-half plus one day banked.

~~(b)(c)~~ Casual (hourly) Security Personnel will receive statutory holiday pay as per Article 7.03 (a) of the collective agreement.

~~(d)~~ The Company will pay the tuition and provide time off for Level Two First Aid training to Security Personnel (additional specific grandfathered arrangement in effect for three identified Security Personnel).

~~(c)(e)~~ Regular hours of work for Security Personnel is 40-hours per week (173 hrs/mth), scheduled on a 24-hour per day, seven-day per week operating schedule.

~~(d)~~ Security Personnel to receive \$0.25 cents for Afternoon Shift Differential and \$1.00 for Graveyard Shift Differential.

~~(e) (f)~~ Excluded position of Security Supervisor will work his regular five shifts per week or historical shift of Monday-Friday days.

~~(f) (g)~~ Maintenance of uniforms for Security Personnel ~~as per~~ shall be in accordance with the "Special Clothing" section of the Employment Standards Act.

ARTICLE 15 DISCHARGE AND TERMINATION

15.01

It is hereby agreed that the Employer has the right to discharge for just cause and notice or pay in lieu of notice may be given in the event of such discharge at the Employer's option.

15.02

If a regular employee is terminated, except as provided in Section 1 above, said employee shall receive two (2) weeks notice immediately prior to the date of termination or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

15.03

If upon joint investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, the affected employee shall be subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, re-instated to his/her former position without any loss of seniority, Employee status or pay or rank. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

ARTICLE 16 TECHNOLOGICAL OR PROCEDURAL CHANGES & SEVERANCE PAY

16.01

The Employer will provide the Union with as much notice as possible, but in any event not less than three (3) months notice, of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in proposed changes in job duties which affect the employee(s) job description(s).

16.02

Wherever practical, eEmployees becoming redundant due to new equipment or procedures, shall be eligible for retraining to equip them for the operation of such new equipment or procedures, or to qualify for new positions. Such retraining will be based on seniority and provided by the Employer during regular working hours, whenever possible, without cost and without loss of pay to the affected employee(s). Where such training is only available outside of regular working hours, the matter will be discussed between the Parties and a mutually satisfactory arrangement shall be arrived at.

16.03

In cases where the retraining of employees is not practical, or where other positions with the Employer are not available, the provisions of Article 12.5 will apply, or the employee(s) shall elect for termination of employment, or shall elect to be placed on the recall list. An employee on recall under this Section Clause shall receive all the benefits he/she had accrued during employment at the end of the recall period or at such earlier time as he/she may elect to terminate.

16.04

Severance pay, as provided for in Section 5 following, shall be due and payable to a displaced employee immediately upon termination.

16.05 Severance Pay

Severance pay shall be paid to employees who are terminated because of changes in administrative procedures, automation, consolidation, or suspension of business. ~~Provided such employees have a minimum of one (1) consecutive years' service, they~~ Such Employees shall be entitled to severance pay ~~of two (2) weeks pay for each year of service to a maximum of twenty six (26) weeks.~~ Severance pay shall be based on the employee's regular rate of pay at the date of severance pay in accordance with Article 12.07 (b).

ARTICLE 17 GRIEVANCE PROCEDURE

17.01

"Grievance" means any difference or dispute between the persons bound by this Collective Agreement concerning the interpretation, application, administration or alleged violation of the eCollective agreement ~~between the Employer and any employee bound by this collective agreement or between the Employer and the Union.~~

17.02

Grievance or complaints shall be settled in the following manner:

- (a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Employer or the Union has a complaint, it shall be presented in writing to a person designated for that purpose by the Union or Employer.

If a satisfactory settlement is not reached within seven (7) days of the date the dispute is received in writing, the dispute may within thirty (30) days of that date be referred to the Arbitrator in the manner provided in Article 18, or as may be agreed between the Parties, Article 19 of this Agreement. The periods of seven (7) days and thirty (30) days may be extended by mutual agreement of the Parties.

Step 1: The employee involved shall first take up the grievance with the supervisor directly in charge of the work within five (5) working days of the circumstances giving rise to the grievance. The employee may be accompanied by an Office Steward or Representative of the Union.

Step 2: If the grievance is not satisfactorily settled at Step 1, the employee and Chief Office Steward or Representative shall submit the grievance, in writing, to the Department Manager concerned, within the next seven (7) days.

Step 3: If a satisfactory settlement is not reached at Step 2, the grievance shall be referred, within the next seven (7) working days, to the Manager, Industrial Relations. Failing settlement, within a further seven (7) working days of receipt of notice, the dispute may be referred to arbitration, by either Party, as set forth in Article 18, or as may be agreed between the Parties, Article 19.

17.03

The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

17.04

The Grievor may be present at any or all Steps of the Grievance Procedure, without loss of pay. Should the grievance proceed to arbitration, the Union will reimburse the Employer for the Grievor's wages for all regular hours of work missed to attend the Arbitration hearing. For clarity, no wages will be paid for any time spent by the grievor at arbitration outside his/her regular hours of work.

ARTICLE 18 - SINGLE ARBITRATOR

The Parties to this Agreement hereby agree to use the service of a single Arbitrator as a means of settling grievances and disputes.

18.1

The Party desiring arbitration, under this Article, will notify the other Party, in writing, in accordance with the provisions of Article 17, Section 2, Step 3.

18.2

The Parties to the dispute will thereupon meet within seven (7) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Provincial Minister of Labour to appoint an Arbitrator. Hearings shall commence within thirty (30) days of the appointment of the Arbitrator.

18.3

Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver his award in writing to each of the Parties and this award shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

"APPENDIX "A"
APPENDIX "A"

SALARY SCALE (Effective March 1, 2008)

<u>LEVEL</u>	<u>SALARY</u>	
A *	3,083	Clerk Typist 1
B	3,211	Clerk Typist 2
C	3,342	Clerk Typist 3
D	3,473	Billing/Costing Clerk 1 Inventory Pricing Clerk
E	3,602	Switchboard/Receptionist Security Guard
F	3,730	Sr. Procurement Clerk
G	3,927	Billing/Costing Clerk 2
H	4,121	
I	4,317	Billing/Costing Clerk 3
J	4,513	
K	4,707	Purchasing Agent
L	5,033	Sr Purchasing Agent

Probationary Rate 90% of salary rate

(* Level A Probationary Rate 80% for 1st 3 months 90% for next 6 months)

"APPENDIX "B"

SALARY SCALE (Effective March 1, 2009)

<u>LEVEL</u>	<u>SALARY</u>	
A *	3,214	Clerk Typist 1
B	3,347	Clerk Typist 2
C	3,484	Clerk Typist 3
D	3,620	Billing/Costing Clerk 1 Inventory Pricing Clerk
E	3,755	Switchboard/Receptionist

		Security Guard
F	3,889	Sr. Procurement Clerk
G	4,094	Billing/Costing Clerk 2
H	4,296	
I	4,500	Billing/Costing Clerk 3
J	4,705	
K	4,907	Purchasing Agent
L	5,247	Sr Purchasing Agent

Probationary Rate 90% of salary rate

(* Level A Probationary Rate 80% for 1st 3 months 90% for next 6 months)

"APPENDIX "C"

SALARY SCALE (Effective March 1, 2010)

<u>LEVEL</u>	<u>SALARY</u>	
A *	3,350	Clerk Typist 1
B	3,490	Clerk Typist 2
C	3,632	Clerk Typist 3
D	3,774	Billing/Costing Clerk 1 Inventory Pricing Clerk
E	3,915	Switchboard/Receptionist Security Guard
F	4,054	Sr. Procurement Clerk
G	4,268	Billing/Costing Clerk 2
H	4,479	
I	4,692	Billing/Costing Clerk 3
J	4,905	
K	5,115	Purchasing Agent
L	5,470	Sr Purchasing Agent

Probationary Rate 90% of salary rate

(* Level A Probationary Rate 80% for 1st 3 months 90% for next 6 months)

"APPENDIX "D"

SALARY SCALE (Effective March 1, 2011)

<u>LEVEL</u>	<u>SALARY</u>	
A *	3,493	Clerk Typist 1
B	3,638	Clerk Typist 2
C	3,787	Clerk Typist 3
D	3,934	Billing/Costing Clerk 1 Inventory Pricing Clerk
E	4,081	Switchboard/Receptionist Security Guard
F	4,226	Sr. Procurement Clerk
G	4,449	Billing/Costing Clerk 2
H	4,669	
I	4,891	Billing/Costing Clerk 3
J	5,113	
K	5,333	Purchasing Agent
L	5,703	Sr Purchasing Agent

Probationary Rate ~~90%~~ of salary rate

(* Level A Probationary Rate ~~80%~~ for 1st 3 months ~~90%~~ for next 6 months)

"APPENDIX "E"

SALARY SCALE (Effective March 1, 2012)

<u>LEVEL</u>	<u>SALARY</u>	
A *	3,641	Clerk Typist 1
B	3,793	Clerk Typist 2
C	3,948	Clerk Typist 3
D	4,102	Billing/Costing Clerk 1 Inventory Pricing Clerk
E	4,254	Switchboard/Receptionist Security Guard

F	4,406	Sr. Procurement Clerk
G	4,638	Billing/Costing Clerk 2
H	4,868	
I	5,099	Billing/Costing Clerk 3
J	5,330	
K	5,560	Purchasing Agent
L	5,945	Sr Purchasing Agent

Probationary Rate ~~90%~~ of salary rate

(* ~~Level A Probationary Rate 80% for 1st 3 months 90% for next 6 months~~)

Salary Scales (Effective March 1, 2013)

Level	Position	Current Salary	1-Mar-13	1-Mar-14	1-Mar-15	01-Mar-16**	01-Mar-17**
A*	Clerk - Typist 1	\$ 3,493.00	\$ 3,642.00	\$ 3,770.00	\$ 3,902.00	\$ 4,020.00	\$ 4,141.00
B	Clerk-Typist 2	\$ 3,638.00	\$ 3,793.00	\$ 3,926.00	\$ 4,064.00	\$ 4,186.00	\$ 4,312.00
C	Clerk-Typist 3	\$ 3,787.00	\$ 3,948.00	\$ 4,087.00	\$ 4,231.00	\$ 4,358.00	\$ 4,489.00
D	Billing/Costing Clerk 1	\$ 3,934.00	\$ 4,102.00	\$ 4,246.00	\$ 4,395.00	\$ 4,527.00	\$ 4,663.00
	Inventory Pricing Clerk						
E	Switchboard/Receptionist	\$ 4,081.00	\$ 4,255.00	\$ 4,404.00	\$ 4,559.00	\$ 4,696.00	\$ 4,837.00
	Security Guard						
F	Sr. Procurement Clerk	\$ 4,226.00	\$ 4,406.00	\$ 4,561.00	\$ 4,721.00	\$ 4,863.00	\$ 5,009.00
G	Billing/Costing Clerk 2	\$ 4,449.00	\$ 4,639.00	\$ 4,802.00	\$ 4,971.00	\$ 5,121.00	\$ 5,275.00
H		\$ 4,669.00	\$ 4,868.00	\$ 5,039.00	\$ 5,216.00	\$ 5,373.00	\$ 5,535.00
I	Billing/Costing Clerk 3	\$ 4,891.00	\$ 5,099.00	\$ 5,278.00	\$ 5,463.00	\$ 5,627.00	\$ 5,796.00
J		\$ 5,113.00	\$ 5,331.00	\$ 5,518.00	\$ 5,712.00	\$ 5,884.00	\$ 6,061.00
K	Purchasing Agent	\$ 5,333.00	\$ 5,560.00	\$ 5,755.00	\$ 5,957.00	\$ 6,136.00	\$ 6,321.00
L	Sr. Purchasing Agent	\$ 5,703.00	\$ 5,946.00	\$ 6,155.00	\$ 6,371.00	\$ 6,563.00	\$ 6,760.00

Probationary Rate – 90% of salary rate

*Level A Probationary Rate -- 80% for 1st 3 months -- 90% for next 6 months

**3% or COLA, whichever is greater, to a maximum of 5%

Compensation in Lieu of EDO (5.69%)

1-Mar-13	1-Mar-14	1-Mar-15	01-Mar-16**	01-Mar-17**
\$ 208.00	\$ 215.00	\$ 223.00	\$ 229.00	\$ 236.00
\$ 216.00	\$ 224.00	\$ 232.00	\$ 239.00	\$ 246.00
\$ 225.00	\$ 233.00	\$ 241.00	\$ 248.00	\$ 256.00
\$ 234.00	\$ 242.00	\$ 251.00	\$ 258.00	\$ 266.00
\$ 243.00	\$ 251.00	\$ 260.00	\$ 268.00	\$ 276.00
\$ 251.00	\$ 260.00	\$ 269.00	\$ 277.00	\$ 286.00
\$ 264.00	\$ 274.00	\$ 283.00	\$ 292.00	\$ 301.00
\$ 277.00	\$ 287.00	\$ 297.00	\$ 306.00	\$ 315.00
\$ 291.00	\$ 301.00	\$ 311.00	\$ 321.00	\$ 330.00
\$ 304.00	\$ 314.00	\$ 326.00	\$ 335.00	\$ 345.00
\$ 317.00	\$ 328.00	\$ 339.00	\$ 350.00	\$ 360.00
\$ 339.00	\$ 351.00	\$ 363.00	\$ 374.00	\$ 385.00

APPENDIX "F"B"

TRANSITIONAL VACATION YEARS

For the first, second, seventh, fifteenth and twentieth year of service, if the actual service anniversary does not correspond with the Vacation Year, vacation entitlement in working days will be as follows:

Service Anniversary in following	First Year	Second Year	Seventh Year	Fifteenth Year	Twentieth Year
July	10 days	15 days	20 days	25 days	30 days
August	10 "	15 "	20 "	25 "	30 "
September	9 "	14 "	19 "	24 "	29 "
October	8 "	14 "	19 "	24 "	29 "
November	7 "	13 "	18 "	23 "	28 "
December	6 "	13 "	18 "	23 "	28 "
January	5 "	13 "	18 "	23 "	28 "
February	4 "	12 "	17 "	22 "	27 "
March	3 "	12 "	17 "	22 "	27 "
April	2 "	11 "	16 "	21 "	26 "
May	1 "	11 "	16 "	21 "	26 "

EXAMPLE OF VACATION ENTITLEMENT

Joan Doe commenced employment January 1, 1991. Her vacation entitlement would be as follows:

	Vacation Earned	Vacation to commence during period
Jan 1/91 to May 31/91	5 days	June 1/91 to March 31/92
Jun 1/91 to May 31/92	13 days	June 1/92 to March 31/93
Jun 1/92 to May 31/93	15 days	June 1/93 to March 31/94
Jun 1/93 to May 31/94	15 days	June 1/94 to March 31/95

Jun 1/96 to May 31/97	18 days	June 1/97 to March 31/98
Jun 1/97 to May 31/98	20 days	June 1/98 to March 31/99
Jun 1/04 to May 31/05	23 days	June 1/05 to March 31/06
Jun 1/05 to May 31/06	25 days	June 1/06 to March 31/07
Jun 1/09 to May 31/10	28 days	June 1/10 to March 31/11
Jun 1/10 to May 31/11	30 days	June 1/11 to March 31/12

APPENDIX "G" "C"

LETTER OF UNDERSTANDING RE: COMPENSATION IN LIEU

In lieu of the "Earned Days Off" provisions presently in place for the Seaspan COPE office unit, Vancouver Shipyards will pay members of the VSY COPE unit a floating bonus of 5.69% of base monthly salary. This amount would not be rolled into the base monthly salary for benefit plan purposes, nor be used as a basis for any overtime or premium pay calculations.

NOTE: These amounts are:

	Mar 1/08	Mar 1/09	Mar 1/10	Mar 1/11	Mar 1/12
Level A	\$175.00	\$183.00	\$190.00	\$198.00	\$207.00
Level B	\$182.00	\$190.00	\$198.00	\$207.00	\$215.00
Level C	\$190.00	\$198.00	\$206.00	\$215.00	\$224.00
Level D	\$198.00	\$207.00	\$215.00	\$224.00	\$234.00
Level E	\$205.00	\$214.00	\$223.00	\$233.00	\$243.00
Level F	\$213.00	\$222.00	\$231.00	\$241.00	\$251.00
Level G	\$223.00	\$233.00	\$242.00	\$253.00	\$264.00
Level H	\$235.00	\$245.00	\$255.00	\$266.00	\$277.00
Level I	\$246.00	\$256.00	\$267.00	\$279.00	\$291.00
Level J	\$256.00	\$267.00	\$279.00	\$291.00	\$303.00
Level K	\$268.00	\$279.00	\$291.00	\$304.00	\$316.00
Level L	\$287.00	\$299.00	\$312.00	\$325.00	\$339.00

APPENDIX "H" "D"

LETTER OF UNDERSTANDING

This will confirm agreement that on an individual departmental basis the Company will continue allowing flexibility in the application of Article 6(3) for existing bargaining unit employees (i.e. those on the payroll as of March 20, 1992). The Union confirms that this will not interfere with the Company's right to ensure office coverage, without overtime, under Article 6(1) if required.

APPENDIX "I"

LETTER OF UNDERSTANDING Re: SECURITY PERSONNEL

- ~~1. First aid premium of \$2.00 per hour to be paid to the Security person on shift where first aid coverage is required on back shifts/weekends pursuant to WCB regulations regarding the number of workers on site.~~
- ~~2. Security Personnel working on statutory holidays to be paid time and one half plus one day banked.~~
- ~~3. Casual (hourly) Security Personnel will receive statutory holiday pay as per Article 7:03 (a) of the collective agreement.~~

4. ~~The Company will pay the tuition and provide time off for Level Two First Aid training to Security Personnel (additional specific grandfathered arrangement in effect for three identified Security Personnel).~~
5. ~~Regular hours of work for Security Personnel is 40 hours per week (173 hrs/mth), scheduled on a 24 hour per day, seven day per week operating schedule.~~
6. ~~Excluded position of Security Supervisor will work his regular five shifts per week or historical shift of Monday Friday days.~~
7. ~~Maintenance of uniforms for Security Personnel as per Employment Standards Act.~~