

COLLECTIVE AGREEMENT

BETWEEN

VANCOUVER SHIPYARDS CO. LTD.

AND

MARINE AND SHIPBUILDERS LOCAL 506

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
LOCAL 550

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 213

UNITED ASSOCIATION OF PIPEFITTERS LOCAL 170

MOVEUP

MARCH 1, 2023 - FEBRUARY 29, 2028

Worker Rights and Responsibilities

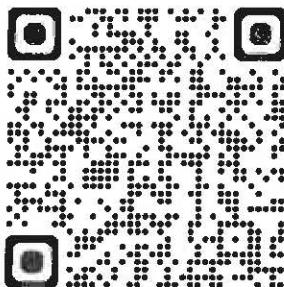
As a worker your safety stands paramount to all other workplace factors. This is why WorkSafe BC defines core worker rights and responsibilities. These core principles guide you on how not only to protect yourself, but also on how to protect your fellow worker. Maintaining a safe and healthy workplace benefits everyone, so as you go about your daily tasks, consider the implications of the following rights and responsibilities of every worker.

Your Rights:

- *The right to know about hazards in the workplace*
- *The right to participate in health and safety activities in the workplace.*
- *The right to refuse unsafe work.*
- *NOTE: By law, employers are prohibited from penalizing workers for raising a health and safety issue.*

Your Responsibilities:

- *Be alert to hazards. Report them immediately to your supervisor or employer.*
- *Follow safe work procedures and act safely in the workplace at all times.*
- *Use the protective clothing, devices, and equipment provided. Be sure to wear them properly.*
- *Co-operate with joint health and safety committees, worker health and safety representatives, WorkSafe BC prevention officers, and anybody with health and safety duties.*
- *Get treatment quickly should an injury happen on the job and tell the health care provider that the injury is work-related.*
- *Follow the treatment advice of health care providers.*
- *Return to work safely after an injury by modifying your duties and not immediately starting with your full, regular responsibilities.*
- *Never work under the influence of alcohol, drugs or any other substance, or if you're overly tired.*



INDEX

Article I (Recognition)	Page 1
Article II (Management Rights)	Page 2
Article III (Union Representatives)	Page 3
Article IV (Union Security)	Page 5
Article V (Hours of Work)	Page 6
Article VI (Overtime Work & Callout Time)	Page 8
Article VII (Statutory Holidays)	Page 11
Article VIII (Annual Vacations)	Page 12
Article IX (Banked Overtime)	Page 14
Article X (Grievance Procedure)	Page 15
Article XI (Seniority)	Page 16
Article XII (General Conditions)	Page 19
Article XIII (Tool & Clothing Allowance)	Page 27
Article XIV (Severance Pay)	Page 28
Article XV (Technological Change)	Page 29
Article XVI (Productivity)	Page 30
Article XVII (Safety)	Page 32
Article XVIII (Welfare & Pension)	Page 33
Article XIX (Monetary Package)	Page 34
Article XX (Duration of Agreement)	Page 35

Appendix "A"

Letters of Understanding Applicable to all Signatory Unions

Appendix "B"

Marine & Shipbuilders, Local 506

Appendix "C"

International Association of Machinists and Aerospace Workers, Local 550

Appendix "D"

United Association of Journeyman and Apprentices of The Plumbing and Pipefitting Industry of The United States and Canada, Local 170

Appendix "E"

International Brotherhood of Electrical Workers, Local 213

Appendix "F"

Moveup

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.

WHEREAS in accordance with the Company's core value of "Care", the parties will work together in pursuit of an environment where employees trust management and union leadership to provide an atmosphere in which employees are cared for.

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 Council of Unions 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.
- 1.02** **No Discrimination** - Neither the Union nor the Company, in carrying out their obligations under this Agreement, shall discriminate against a person regarding employment or any term or condition of employment, including hiring and promotion, because of the Indigenous identity, race, colour, ancestry, place of origin political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

This does not apply:

- a) As it relates to age, to a bona fide scheme based on seniority
- b) With respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

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 disciplined or discharged except for just and reasonable 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 Unions shall each select a Shop Steward from each shift for the Shop Steward Committee and such Committee shall be recognized by the Company. The Shop Steward Committee shall meet with Supervisors during day shift working hours in the afternoon on the last Thursday of each month, at a time designated by the Company, to discuss workplace issues. Each meeting will have an agenda created and minutes will be taken. One (1) Poly-Party Shop Steward and one (1) Supervisor shall co-chair each meeting in an effort to streamline and add efficiency to the meetings. The Shop Stewards will be provided with forty-five (45) minutes to meet prior to the one (1) hour meeting with Supervisors.

Afternoon and Graveyard shift stewards will be paid straight time for attendance and may attend virtually.

- 3.04** A shop steward from the members Union shall be present at any disciplinary meeting and/or investigative meeting that may lead to disciplinary action against any member of the bargaining unit. In the case of Local 506 members, the Company will endeavour to use, a shop steward from the appropriate classification. The Company agrees to provide the shop steward with as much notice of such meeting(s) as is practicable.

Should an employee request the presence of a shop steward to attend first aid or any other non-disciplinary meeting approved by the Company, the Supervisor will endeavor to provide the employee with a shop steward from their department.

Each Union shall provide the Company with a list of shop stewards. The Unions will endeavour that there is shop steward coverage for each shift (i.e.: Day, Afternoon, Graveyard) where their members are actively employed, at a minimum ratio of approximately one (1) shop steward for each fifty (50) members.

Shop steward(s) may, within reason, investigate and process grievances during regular working hours, without loss of pay, provided such does not unduly interfere with the employee(s) work schedule. Steward(s) will obtain permission from their Supervisor, with an estimated duration, before leaving their regular duties and such permission will not be unreasonably denied.

3.05 Shop Steward(s) will be provided up to twenty (20) minutes during the new hire orientation for introduction time. One (1) Shop Steward from each Poly-Party Union may attend when new hires from their respective Union local are being onboarded.

3.06 **Trainee Union Representatives** - Upon thirty (30) days of written notice, the Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative. The time of the leave will be subject to departmental operating considerations. The period of the absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer. A limit of one (1) Trainee Union Representative leave will be granted per Poly Party Union at any given time.

3.07 **Union Representation Unpaid Leave** - Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the Union, shall be granted an unpaid leave of absence to perform their duties. The Union shall give the Company notice in writing at their earliest opportunity, but not more than thirty (30) days prior to the commencement of the leave. If the individual seeking leave has a unique skill set, up to thirty (30) days would allow for the training of a replacement. If the individual is part of a larger group that share a skill set, the leave can be granted earlier. The employee will continue to accrue seniority with the employer.

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

3.08 **Union Business** - Leave of absence, without pay, will be granted to employee(s) for the purpose of attending to Union business outside of circumstances described in Article 3.06, 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, such request for the leave of absence will be sent to the Employee Relations representative for VSY, with a copy to the respective Trade Manager. When a leave of absence without pay is granted, the Employer will continue the Employees normal wages, subject to timely reimbursement by the Union.

Bi-annually, the Company will invoice the respective Union for wages and welfare and Pension contributions.

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. The Union shall notify the Company in writing when an employee is not a member in good standing and the Company shall terminate the employee as soon as practicable.
- 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. 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, and in accordance with the bylaws of the applicable Union or the Council, the Company shall deduct from each new employee an amount equal to the union dues from the employee's first payroll deposit 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 month's check off and shown as the previous month's 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 Eight (8) hours shall constitute a day's work (6:15 am to 2:45 pm). The shift ends at 2:30 pm but employees shall be paid to 2:45 pm, Monday to Friday inclusive, subject to the provisions of Section 5.02 of this Article. Forty (40) hours shall constitute a week's work.

Breaks 1st break 8:50am to 9:00am, 2nd break, 11:30am to 12:00 noon (30 minutes unpaid).

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 6:00 am and not later than 7:00 am. It is agreed and understood that the starting time and/or the terminating time of existing shifts may be varied by written mutual consent of the parties to this Agreement.

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

5.03 Afternoon Shift Seven and three-quarter (7.75) hours shall constitute the shift's work (3:00 pm to 11:15 pm). The shift ends at 11:00 pm but employees shall be paid to 11:15 pm. Shift differential will be \$3.25 per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 3:00 pm, Monday.

Breaks 1st break 5:20 pm to 5:30 pm, 2nd break, 8:00 pm to 8:30 pm (30 minutes unpaid).

5.04 Graveyard Shift Seven and three-quarter (7.75) hours shall constitute the shift's work (9:30 pm to 5:45 am). The shift ends at 5:30 am but employees shall be paid to 5:45 am. Shift differential will be \$4.65 per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 9:30pm, Sunday.

Breaks 1st break 11:50 pm to 12:00 am, 2nd break, 2:30 am to 3:00 am (30 minutes unpaid).

5.05 In the matter of shift assignment, the Company and the Unions recognize the need to maintain a mix of both trade skills and yard experience on the afternoon shift and graveyard shifts. Common practice will be followed subject to management's overall right to ensure availability of necessary qualifications, experience, and suitability of the work force. Having regard for the trade skills and yard experience required to perform the work on the shift in question, management will first canvass workers in order of seniority for volunteers to work later shifts. Should this request not gain sufficient volunteers to meet the requirements, employees with the required skills and experience will be assigned to later shifts in reverse order of seniority.

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

- 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 wash up or leave. 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 shipbuilding and 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. An active list of overtime distribution will be provided to the Unions on a quarterly basis.

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 or electronic notification by at least two (2) means, one (1) of which will be the Company intranet site, and the second will be determined by the Company and may change from time-to-time. Notification will be made no later than two and one-half (2.5) hours prior to the shift start time.
- 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 journeyperson's rate, to a maximum of \$25.00, 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.

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.

6.13 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.

6.14 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.

6.15 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	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC 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 eight percent (5.8%) of gross earnings and shall be added to each employee's pay each pay period.
- (b)** As and when a fifteenth(15th) compulsory Statutory Holiday is declared by the Federal and/or Provincial Government and becomes effective, the five point eight percent (5.8%) calculation of gross earnings shall be increased to six point two percent (6.2%).
- (c)** On termination or lay off, employees shall receive the five point eight percent (5.8%) or six point two percent (6.2%) as the case may be, for those hours accrued since their previous pay and this amount will be paid on their final pay.

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.

Employees may be granted leave of absence without affecting their seniority. Such leave of absence must be granted in advance, in writing, by the Trade Manager and Human Resources 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.

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 - BANKED 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 (160 hours max.)
2. One hundred percent (100%) cash - no time off.
3. One hundred percent (100%) time off - no cash (160 hours max.)

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 the next declaration date.

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

NOTE: A signed voucher by the Supervisor is required.

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 Banked overtime 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 applicable Supervisor. If the grievance is not resolved within five (5) working days of the meeting the grievance shall be reduced to writing and filed with the Company. Any grievance or complaint not so filed shall be deemed to have been waived and shall not be entitled to consideration.
- 10.02** The grievance shall be discussed between a Union representative and the applicable Yard Supervisor. Failing settlement within seven (7) working days, the grievance shall be discussed by a Union Representative and Director, Employee Relations (or their designate). If the grievance is not resolved within seven (7) working days of the meeting it may be referred to arbitration.
- 10.03** The grievance shall be heard by a single arbitrator mutually agreed to by the Parties. If the Parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator. The fees and expenses of the arbitrator shall be equally shared by the Parties.
- 10.04** The decision of the Arbitrator shall be final and binding upon both Parties.
- 10.05** The time limits established in this Article may be altered by mutual agreement of the Parties.

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 required 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 Trade Managers to schedule hires before 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 eighty (480) hours worked within a six (6) month period of the date of hiring. When approved, the new employee's seniority date shall be their first hiring date added to the bottom of the seniority list. Employees who have not attained seniority, i.e., with less than four hundred and eighty (480) hours worked shall not be subject to the seniority provisions of this Agreement.

In the event two or more employees are hired on the same day and complete their probationary period at the same time, the Union will decide the tie-break and

subsequent order of placement of the employees on the seniority list. Upon request, the Company will provide an accounting of hours worked by the employees.

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 or seniority, the parties will meet to resolve the issue. The Union has the right to grieve unresolved seniority list issues.

11.07 When employees are laid off, due to lack of work, seniority shall be maintained for a period of three (3) 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 bypass. After bypassing 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). Bypasses 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 bypass, the bypass 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 three (3) years except for a temporary disability/sickness or injury (confirmed with medical documentation satisfactory to the Company) and as otherwise provided in this section. (See Letter of Understanding re: Recall)

11.09 The Company reserves the right to make all promotions to supervisory positions or other positions outside the bargaining unit. Employees who have been promoted to salaried positions and who are later demoted or returned to their former position, shall continue to accrue seniority for a period of three (3) months following their promotion. The Company shall remit the Employee's deductions for Health & Welfare, pension and Union dues to the respective Union during the above mentioned three (3) month period.

11.10 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.

For all maintenance workers, requests for training on specialized equipment or with specialized tools or techniques, will be provided in writing to the worker's supervisor. All requests will be responded to within a reasonable time.

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 their normal duties on a full time basis with five (5) working days notice.

ARTICLE XII - GENERAL CONDITIONS

12.01 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 often 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 the most current CRA Kilometric Rate.

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

Should the Company request, prior to return to work, reasonably sufficient proof of personal illness, all costs associated will be reimbursed by the employer in a timely

manner.

In normal circumstance, absences of three (3) days or greater may require reasonably sufficient proof of such illness, which may take the form of a receipt from a pharmacy, a medical "bracelet" from a hospital, or a note from a doctor, nurse practitioner, psychologist, counsellor, or therapist. The proof requested should be proportionate to the leave and the surrounding circumstances. Exceptions include when an employee has an unusual number of absences, instances or when an employee is suspected of abusing illness and injury leave. Such exceptions are only valid once addressed to the employee and their Union Representative.

The Company will request, prior to return to work, medical documentation related to injury, modified duties or clearance to return to full duties. Should documentation be requested following the employee's return to work, the employee may request Union representation during that discussion. The cost of documentation will be eligible for reimbursement.

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) Welder's 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 All employees will be given one (1) hour notice of lay-off or transfer, in order to obtain clearance from the Yard. With respect to this one (1) hour clearance time, the Supervisor will endeavour 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 receive a payment advice within two (2) business days for all hours worked up to and including the hours worked on the day of termination.

(b) Any employee discharged for disobeying the Rules of the Company shall only be paid up to the time of discharge. The Company's Plant and Safety Rules will be provided to all employees. Such Rules will not be inconsistent with the Collective Agreement and any violation of same, will be subject to disciplinary

actions.

12.12 Facilities

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.

Each employee will be provided both a personal locker and a tool locker upon hire.

Each employee will be allowed the use of a personal lock on their personal locker.

The Union and Company agree to maintain discussion concerning issues of both existing and planned improvements as a standing agenda item at all Union/Management Meetings.

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 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. An area will be designed as being dirty work and workers will be told of this designation before they start work. Where the work of non- trades classifications is considered part of the normal duties of that classification, payment of this premium will not apply. Any disagreements about dirty work will be discussed between the Supervisor and the Shop Steward and evaluated on their merits before the job starts.

12.16 Restricted Space Time and one quarter (11/4%) 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 due to restricted means of access and egress. An area will be designated as being restricted and workers will be told of this designation before they start work. Any disagreements about restricted space will be discussed between the Supervisor and Shop Steward and evaluated on their merits before the job starts.

12.17 Air Quality Time and one quarter (1 1/4) shall be paid to employees while working in compartments full of gases and fumes where it is 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.

Those who establish Confined Spaces shall be: (a) a registered industrial hygienist (RIH), registered occupational hygienist (ROH), certified safety professional (CSP), Canadian registered safety professional (CRSP) or professional engineer (P. Eng), provided that the holders of these qualifications have experience in the recognition, evaluation and control of confined space hazards, or (b) Other combination of educations, training and experience acceptable to the Board (i.e.: Workers' Compensation Board), in accordance with the Occupational Health and Safety Regulation, Section 9.11.

Management and the Unions to create a confined space training policy that will be assessed annually to ensure consistent understanding of the roles and responsibilities of management, hole watch, and entrants.

12.18 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 Supervisor, 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.

12.19 Coffee & Lunch Break Employees shall be permitted a coffee break and a lunch break in accordance with the schedule outlined in Article V. Time of breaks to be indicated by Yard whistle or by arrangements agreed upon by the Union and the Company.

Employee(s) who consistently receive shorter breaks due to their assigned work location, will raise the issue with their Supervisor and Shop Steward. The Supervisor and Shop Steward will investigate the issue and, if substantiated, resolve the issue(s) within two (2) business days, then communicate the resolution to the appropriate Union(s).

In order to ensure full time at rest, per Article V, and to minimize disruption all workers will travel to and from break locations in an efficient and timely manner.

If the travel time of any worker seems excessive the Supervisor, Shop Steward and worker, having regard for the yard conditions, will confer on the matter in a timely fashion.

The parties agree to further hold conversations on this topic during monthly labour management meetings as required.

12.20 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) 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 and 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.

12.21 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.

12.22 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.

12.23 (a) Employees shall only take orders from their respective Supervisor. Chargehands, as directed by their Supervisor, will instruct employees in relation to the performance of work. Employees, when not doing work covered by their own classification, shall do such work as instructed by Management.

(b) Crew Buildup – for each crew of workers one person will be designated as a Chargehand. Lead Hands will be appointed to assist the Chargehand as determined by the Company.

In the event a Chargehand is overseeing eighteen (18) or more employees, the Company and the Union will meet to undertake a review of the circumstances and

to provide a mutually acceptable solution, having regard for the stage of construction/ work area, trade/work scope and existence of Lead Hand(s), as key considerations.

- 12.24** 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.
- 12.25** **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)
- 12.26** **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.
- 12.27** Protective Equipment will be kept as a tool crib item and issued to spray painters and/or sandblasters when required.
- 12.28** 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 Supervisor or Chargehand.
- 12.29** Any generally recognized working conditions within a Yard will not be lessened or cancelled because of the signing of this Agreement.
- 12.30** **Bullying and Harassment** The Union and the Employer recognize the right of the employee to work in an environment free from bullying and harassment (including 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.
- 12.31** The Company agrees to consult with the Unions re: employee training requirements and programs.

12.32 Gradual Retirement Program - The parties recognize that some employees may wish to reduce their number of weekly shifts within a work week, as described in Article V, rather than fully retire from the Company. In such cases, the following eligibility and process applies:

- a) Employees ages fifty-five (55) or older with a minimum of five (5) continuous years of seniority are eligible to apply to Human Resources, with copy to their respective Union, upon thirty (30) days' written notice from proposed commencement date.
- b) The employee will be required to work a minimum of two (2) full shifts per workweek, as defined under Article V.
- c) Human Resources, in consultation with the respective Manager, will respond to the application within fifteen (15) days of receipt of such request, having regard for operational needs. Approval will not be unreasonably withheld and once approved, any proposed change would only be considered in exceptional circumstances.
- d) An employee may apply to have their gradual retirement arrangement adjusted, per the above process, at intervals of not less than six (6) months. Any proposed change within this six (6) month period will only be considered in exceptional circumstances.
- e) Further to Article VII – Annual Vacations – it is understood that a week of vacation is considered to be a Monday to Friday period for the purposes of the time off entitlement. Vacation pay remains as per the earned percentage based on service. A week worked under a gradual retirement arrangement will satisfy the requirements under Article 8.11 to acquire additional vacation entitlement.
- f) Article 11.11 will not apply for any employee on a gradual retirement plan, except at the discretion of the Company.
- g) Each Poly-Party Union will keep the Company apprised of the required number of hours worked under their respective benefit plans to maintain eligibility. Should an approved gradual retirement arrangement result in employee being ineligible based on requisite hours and they wish to top-up their premiums, the employees will direct the Company to deduct the required amount from their pay and remit to the respective benefit plan on their behalf.
- h) Gradual retirement may not exceed a total of two (2) years duration. Any change will be considered in exceptional circumstances.
- i) In the event of a withdrawal from the Program under (c) or (h), the employees will not be eligible for future participation.

12.33 Payroll Correction Process - If an employee misses pay equal or greater than one (1) day, the Company will process an off-cycle payment upon request.

12.34 SURVEILLANCE - When the Company utilizes surveillance equipment for the purposes of safeguarding property and assets, maintaining the security of the workplace and as evidence in workplace investigations, such systems will not be used as a substitute for active management.

12.35 Unused paid injury and illness leave granted under British Columbia's Employment Standard Act, S.49.1, shall be paid out in January of the following year for all active employees as of December 31 of the current year. Should the entitlement change by legislation, any improvement will automatically apply under these terms and no reduction will occur during the term of the Agreement.

12.36 Maternity and Parental Leaves - All Employees will be entitled to the Maternity and Parental Leave provisions of the BC Employment Standards Act, as amended from time to time.

12.37 Domestic or Sexual Violence Leave - All Employees will be entitled to the Domestic or Sexual Violence Leave provisions of the BC Employment Standards Act, as amended from time to time.

12.38 Compassionate Care Leave - All employees will be entitled to the Compassionate Care Leave provisions of the BC Employment Standards Act, as amended from time to time.

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 based on two (2) days per year of service.
- 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 their assigned task. For example, during the course of a shift and subject to an employee's demonstrated skill, 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 12.29 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 their Supervisor or Chargehand so that the necessary arrangements will be made.

The Parties agree that this Article be read in conjunction with Articles 11.11 and 15.

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 Gas Tag Washer Violations

Adherence to the above safety policy (in the Company's Plant and Safety Rules Booklet) is a condition of employment.

Any violation will attract the following disciplinary penalties:

First Offense	- suspended for balance of shift
Second Offense	- five (5) days suspension
Third Offense	- ten (10) days suspension
Four Offense	- 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 provided to all employees. 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, 2022 the Company will contribute \$7.95 per hour on all hours earned to the Union Welfare and Pension Plan. Increases will be in accordance with Article 19. 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 for each vacation hour earned 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** All Apprentices will receive Welfare and Pension contributions while attending Trade Schools.
- 18.06** Contribution remittances shall be made by the Company not later than the fifteenth (15th) day of the month following the month of required contributions.
- 18.07** 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.

18.08 Pension – Bill C-30

- (1) The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.

OR

- (2) The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be paid to the employee as wages which shall not attract vacation or holiday pay.

The election of option (1) or (2) will be at the discretion of the Union.

ARTICLE XIX - MONETARY PACKAGE

	Wages	HW&P
March 1/23	7.0%	\$0.30/hour
March 1/24	7.0%	\$0.30/hour
March 1/25	5.0%	\$0.30/hour
March 1/26	4.0% - Or COLA to max 5%	\$0.30/hour
March 1/27	3.0% - Or COLA to max 5%	\$0.30/hour

COLA Provisions: Employees will receive the greater of the stated wage increase or COLA to a maximum of 5.0%, based on Vancouver CPI average for previous calendar year to Collective Agreement Anniversary date (i.e.: January 1-December 31 of previous year).

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

ARTICLE XX - DURATION OF AGREEMENT

20.01 This Agreement shall be in force and effect from March 1, 2023, to February 29, 2028, 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 10th day of Dec 2025.

FOR THE COMPANY



Dan Southern



Brian Beasley



Maryclare Manyuru



Callum Tio



Scott Shaw

FOR THE UNION



Walter Gerlach, IAMAW Local 550



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yvdon Garie, MoveUP



Kevin Bohun, M&S Local 506



Mike Ferns, IAMAW Local 550



Jim Lofti, IBEW Local 213

APPENDIX "A"

LETTERS OF UNDERSTANDING APPLICABLE TO ALL SIGNATORY UNIONS

A. FEDERAL CONTRACTORS PROGRAM (EMPLOYMENT EQUITY)

Inview 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 three (3) year limit:

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

C. 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.

D. 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.

E. VACATION ADJUSTMENT

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

F. OTHER

1. Within two (2) business days of a layoff, the employer undertakes to provide a laid off employee with a payment advice for all hours earned up to and including 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. Payroll statements shall show all accumulated entitlements for pay periods, additionally each direct deposit statement will contain a legend of definitions for all earnings and deductions.
6. The Parties agree to establish Joint Union/Management Committees to discuss outstanding issues.
7. The Parties agree to Interyard exchange of apprentices for training purposes.
8. 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 their 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.

9. Letter of Understanding - Contracting Out

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).

10. Chargehands

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.

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				
	Mar 1/23	Mar 1/24	Mar 1/25	Mar 1/26	Mar 1/27
Journeyperson	50.74	54.29	57.01	59.29	61.07
Helper	46.83	50.11	52.62	54.72	56.36
Labourer (1 st – 6 months)	37.49	40.12	42.12	43.80	45.11
Labourer (thereafter)	46.06	49.29	51.74	53.81	55.42
Stager (1 st – 6 months)	47.48	50.80	53.34	55.47	57.13
*Stager (thereafter)	48.37	51.76	54.35	56.52	58.22
Storesperson (1 st – 6 months)	43.58	46.63	48.96	50.92	52.45
Storesperson (2 nd – 6 months)	46.13	49.36	51.82	53.89	55.51
Storesperson (thereafter)	47.54	50.87	53.41	55.55	57.22
Docking Crew	47.89	51.25	53.81	55.96	57.64
Sandblaster	48.91	52.33	54.95	57.15	58.86
Truck Driver (Pick-up)	46.14	49.37	51.84	53.91	55.53
**Crane Operator (with TQ ticket)	50.74	54.29	57.01	59.29	61.07
Crane Operator (without TQ)	47.48	50.80	53.34	55.47	57.13

*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 tradesperson rate.

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

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/journeyperson's rate as set out as follows:

Apprentices: (percentage)

	Fitters	Welders	Painters
1 st Term 60%	6 months	6 months	6 months
2 nd Term 65%	6 months	6 months	6 months
3 rd Term 70%	6 months	6 months	6 months
4 th Term 75%	6 months	6 months	6 months
5 th Term 80%	6 months	6 months	6 months
6 th Term 85%	6 months	6 months	6 months
7 th Term 90%	IP Exam Passed & 4000+ hours	IP Exam Passed & 4000+ hours	IP Exam Passed & 4000+ hours

Note:

At the point in time when an Apprentice has reached the required hours and has passed the Interprovincial Exam as per the requirement. A review will be triggered with the Union, the Trades Manager and the Apprentice coordinator.

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

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, an amount specified by Local 506.

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

The following shall be the new seniority lists for Local 506:

Welders and Burners (Flame Plane Operators)
Joiners, Shipfitters & Plane Formers
Helpers

Painters/Sandblasters
Storespersons
Docking Crew

Labourers
Crane Operators
Stagers

Insulation Workers
Riggers

The Helpers seniority list will not expand and will be eliminated by attrition.

Flame Plane Operators will be given the opportunity to work in the Flame Plane Operator positions before Welders newly trained as Flame Plane Operators

Plate Formers will be given the opportunity to work in the Plate Former positions before Shipfitters newly trained as Plate Formers.

Employees on merged seniority lists will be offered training as per Article 11.11. Employees who are trained in a new trade and do not successfully pass the training will retain their previous trade.

Steel Fitters Tools List:

- Tool Bag/ Bucket
- Welding Shield
- 4 LBs Hammer
- Center punch
- Scribe / Dividers
- Torpedo Level (Magnetic)
- Plumb Bob
- 12" Framing square and/ or Combination Square
- Crescent Wrench (11/4" opening required)
- MIG Pliers
- Chalk Line/ String Line
- Screwdriver (multi bit)

Welder's Tool List:

- Tool bag/ bucket
- Welding shield
- MIG Pliers
- Crescent Wrench (11/4" opening required)
- Screw driver (multibit)

LETTERS OF UNDERSTANDING

A. GRANDFATHERING

All Welders who have attained seniority and are employed as a journeyperson on or before July 23, 2024, shall maintain their journeyperson rate of pay.

All Welders who are currently employed by the Company and hold a valid SMAW Certification on or before July 23, 2024, and whose certification is set to expire within one (1) year after July 23, 2024 will, on a voluntary basis, be able to recertify the SMAW certification at the cost of the Company on a one (1) time without precedent and without prejudice basis. After the one (1) year period, the financial responsibility for recertification for the SMAW process will fall on the individual Welder(s).

Should a welder lose their seniority after ratification, prior to being re-dispatched to the Company, they will be required to meet the dispatch requirements set out in section C.

B. WELDER TESTING, CERTIFICATION/RECERTIFICATION, AND EMPLOYMENT REQUIREMENTS

This letter is to clarify employment requirements for Welders: employed, hired, or rehired seniority members, members, and permits.

- 1) Vancouver Shipyards Co. Ltd., (the "Company" or "Shipyard") at a minimum, complies with the Canadian Welding Bureau requirements, as identified in CSA W47.1 and CSA W47.2, which includes the testing and certification of Welders, Welding Operators, and Tackers.
- 2) It is a condition of employment for Welders and Welding Operators, to hold and maintain a valid C.W.B. FCAW certification.
 - i. Welders who fail to obtain recertification for the C.W.B. FCAW process may be subject to layoff for failure to meet the minimum requirements of employment with the Company. Should an employee fail to recertify, all future costs associated with recertification are the responsibility of the Welder.
 - ii. Failure of a Welder to obtain the C.W.B. FCAW recertification within ten (10) working days unless otherwise approved by the Company may be subject to layoff. Welders who fail to obtain the C.W.B. FCAW recertification will be subject to layoff for failure to meet the minimum requirements of employment by the Company.
- 3) Additional certifications may be required by the Company based on the nature of the work being performed or expected to be performed. Examples include but are not limited to GTAW, GMAW, SAW, Robotics, Pressure Pipe, etc. Additional qualifications will be identified when the Company calls the Union office requesting qualified and

suitable worker(s).

- 4) Welders are required to comply with Customer requirements, Classification Society Standards, and certification requirements in order to be employed on certain, Company identified projects. When Customer requirements or Class Society standards change, and with the permission of the Customer, the company shall provide the union with a copy of the new Customer requirement(s) or Class Society standard(s). Failure to comply with those identified requirements and standards will prevent a Welder from being eligible to perform work on that identified project. If there is no other welding work in the Shipyard for which the Welder is certified to perform, the Welder will have the option to:
 - i) Be reclassified as a Welder Improver and receive the prevailing Improver wage rate while being trained and qualified, for a maximum of one week, to the Customer or Classification Society Standards.
 - ii) Be laid off for being underqualified for the work being performed by the Company.
- 5) Welder Certification/Recertification will be conducted onsite in accordance with C.W.B. requirements, or for certain testing, in accordance with other Customer or Classification Society requirements. Approval for any off-site testing may be granted by the Company on a case-by-case basis. Welders who are tested on site or who must travel to another location for testing will receive appropriate wages and travel time for practice for one (1) day. At the approval of the Company, additional practice/training time may be granted for certain welding processes or situations.
- 6) All fees, as approved by the Company, that are associated with Welder Certification, will be paid by the Company except as noted in Section B.2.

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

C. WELDER DISPATCH/LAYOFF REQUIREMENTS

These are the basic Welders Qualifications the Company requires, when hiring new Welders, to be dispatched in the following sequence:

1. Red Seal Welder + Level "A" or MPAW endorsement + Class A qualification
2. Red Seal Welder + Level "A" or MPAW endorsement
3. Red Seal Welder + Class A qualification.
4. Red Seal Welder
5. Welders with Level A or Level B Certificate of Qualification(s) achieved prior to 2015 without a Red Seal.
6. Welder with Level A Certificate of Qualification achieved after 2015 and no Red Seal.
7. Welder with Level B Certificate of Qualification achieved after 2015 and no Red Seal
8. International Journeypersons with a Red Seal Equivalent as approved by the Company.
9. Experienced Welders without a Certificate of Qualification but with a minimum of 5200 Hours of logged welding experience and valid FCAW all position certifications.

Improver Welders will have no seniority over a Journeyperson Welder.

In the event of a reduction in the workforce, Improver Welders will be the first to be laid off and on rehiring, Improver Welders will be hired after all available seniority Journeyperson Welders have been dispatched or accepted a bypass.

Improver Welders who obtain the necessary requirements to be classified as a Journeyperson Welder while employed by the Company, will be classified as Journeypersons, paid at the prevailing Journeyperson rate, and will be gain seniority from their most recent date of dispatch from the Union.

Welders who do not meet the above requirements will not be eligible for dispatch, however, may apply for an Apprenticeship through the normal Apprentice Onboarding process.

D. WELDER WAGE RATES

- 1) Journeyperson rate:
 - i) Red Seal Welder + Level "A" or MPAW endorsement + Class A qualification
 - ii) Red Seal Welder + Level "A" or MPAW endorsement
 - iii) Red Seal Welder + Class A qualification
 - iv) Red Seal Welder
 - v) Welders with Level A or Level B Certificate of Qualification(s) achieved prior to 2015 without a Red Seal.
- 2) Improver Welder rate
 - i) 85% of journeyperson rate - Welder with Level A Certificate of Qualification achieved after 2015 and no Red Seal.
 - ii) 85% of journeyperson rate - Welder with Level B Certificate of Qualification achieved after 2015 and no Red Seal.
 - iii) 85% of journeyperson rate - Experienced Welders without a Certificate of Qualification but with a minimum of 5200 Hours of logged welding experience and valid FCAW all position certifications.
 - iv) 85% of journeyperson rate - International Journeypersons with a Red Seal Equivalent as approved by the Company.

The Company and the Union agree to update Articles C and D and any other relevant language in Appendix B once Skilled Trades BC determines that Welder is a trade that will fall under the Mandatory Trades Certification System.

E. WELDER UPGRADING

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

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

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

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

1. By Seniority to welders who have previously held the applicable ticket and the ticket lapsed.
2. By Seniority for grouped tickets: for example, welders with a GTAW ticket for one base metal to qualify for GTAW ticket for another base metal.
3. Pursuant to article 11.11
 - i) Welder Improvers will receive in-yard training that is mandatory of all Welders to acquire regardless of skill level, experience, seniority in the yard, etc.
 - ii) Welder Improvers will be eligible for upgrading if they have previous or up-to-date experience in a specialized skill or certification:
 - a. that is not currently held by a Seniority Member,
 - b. or if a Journeyperson Welder is not readily available for dispatch from the Union Hall as per Article B.3 and Article C,
 - c. or once all Seniority Members have been offered and either received, or declined, or been deemed ineligible for the training as per Article 11.11.
 - iii) In the event an Improver is selected for upgrading, the Company will advise the Union before the training commences.

F. 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.

G. It is agreed that Local 506 and the Company will continue to discuss and resolve the practice 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 LOCAL 550 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	Mar 1/23	Mar 1/24	Mar 1/25	Mar 1/26	Mar 1/27
Heavy Duty Mechanics	50.74	54.29	57.01	59.29	61.07
Mechanics	50.74	54.29	57.01	59.29	61.07
Machinists	50.74	54.29	57.01	59.29	61.07
Millwrights	50.74	54.29	57.01	59.29	61.07
Safety Advisors (1 – 6 months)	39.06	42.29	44.41	46.19	47.58
Safety Advisors (6 – 12 months)	41.60	45.01	47.26	49.15	50.62
Safety Advisors (thereafter)	47.01	50.80	53.34	55.47	57.13

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

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.

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. Machinists to receive "dirty money" while working with fibreglass.
4. A premium of one dollar and fifty cents (\$1.50) per hour to be paid to Machinists while operating the LeBond lathe or when performing boring processes on the Kiheung milling machine.
5. Due to the number of personal tools required by Local 550 members, an additional eleven

cents (11¢) per hour will be provided to assist with the purchase of tools. Company to determine tool inventory list.

6. Maintenance Tool Allowance: Apprentices of the Maintenance Department shall receive \$1.50 per hour for all hours worked to compensate them for tool allowance. Journey Persons of the Maintenance Department shall receive \$1.00 per hour for all hours worked to compensate them for tool allowance. The company also agrees to sign a completed T2200 Declaration of Conditions of Employment form to allow for purchased tools to be written off.

Apprentice Wage Scale:

	Millwright	Machinist	HD Mech
1 st Term 55%	6 months	6 months	6 months
2 nd Term 60%	6 months	6 months	6 months
3 rd Term 65%	6 months	6 months	6 months
4 th Term 70%	6 months	6 months	6 months
5 th Term 75%	6 months	6 months	6 months
6 th Term 80%	6 months	6 months	6 months
7 th Term 85%	6 months	6 months	6 months
8 th Term 90%	IP Exam Passed & 5600+ hours	IP Exam Passed & 5600+ hours	IP Exam Passed & 5600+ hours

Note: At the point in time when an Apprentice has reached the required hours and has passed the Interprovincial Exam as per the requirement. A review will be triggered with the Union, the Trades Manager and the Apprentice coordinator.

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/journeyperson ratio as established by the Union. One (1) apprentice to four (4) journeypersons.

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

Mechanics Tools List:

Combination wrenches – SAE up to 1 ¼" Metric up to 32mm
Sockets – SAE up to 1 ¼" Metric up to 32mm
½" Drive ratchet
½" Drive ratchet extensions (2",4",6" length)
Hex keys / Allen Wrenches – SAE up to ½" Metric up to 14mm
8" Crescent Wrench 2 of
Vise Grips
2 lb Hammer
Center Punch
Punch Set
6" level
6" & 12" scale/ metal ruler
Screwdriver set
24" Pin bar

Safety Advisors

1. Vacation

Safety Advisors employed by the company prior to September 1, 2022 will be grandfathered at their vacation accrual rate, until their entitlement increases as per the Collective Agreement.

2. Breaks

Coffee & Lunch Break may be offset from Trades break times to provide first aid coverage and confined space open ups over Dinner Break.

- a. Due to the nature of the job, it is understood that Safety Advisors may be called upon during their break times in case of an emergency and given an alternative breaktime if this happens. Such extra breaktime must be approved by management.
- b. Lunch break will be paid for Safety Advisors as they are required to be onsite during their lunch break and may be called upon during this break in case of an emergency. As lunch breaks will be taken at different times for each Safety Advisor, the Safety Advisor is required to notify management when they are going on lunch.

3. Credentials and Qualifications

- a. Minimum requirements needed to be considered for the job classification of a Safety Advisors is as follows:
 - i. Hold a current Construction Safety Officer certificate (CSO) or National Construction Safety Officer Certificate (NCSO).
 - ii. Hold an Occupational First Aid certificate level 3 (OFA-3)
 - iii. Have 3 years of relevant experience in a Safety role
- b. Exceptions to the requirements above to be discussed by both the Company and Union for an agreement between parties.

4. Vancouver Drydock (VDC) coverage

- a. In order to support operations at both sites, Safety Advisors from VSY may be called upon to cover shifts in VDC. Before sending Safety Advisors that report into VDC to VSY, the Company will give notice to the Union.
- b. The Company will canvass the “home” location group first, before the “outside” business unit is canvassed.
- c. If a VDC Safety Advisor is dispatched to a VSY location, a Union permit fee will be paid to the Union Office.

5. Training

Safety Advisors will receive the following terms in relation to training:

- a. Required Training and designation costs will be covered by the Employer.
- b. Time spent in training courses to maintain required certifications and designations will be compensated by the Employer.

6. Hours of Work

Day Shift:	05:00 Shift Start 13:15 Shift End 13:30 Paid Until
Afternoon Shift:	13:00 Shift Start 21:00 Shift End 21:15 Paid Until
Graveyard Shift:	21:00 Shift Start 05:00 Shift End 05:15 Paid Until

Shifts at W-Building shall align with the Trade Schedule.

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 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.

CLASSIFICATION:

	<u>Mar 1/23</u>	<u>Mar 1/24</u>	<u>Mar 1/25</u>	<u>Mar 1/26</u>	<u>Mar 1/27</u>
Pipefitters	\$50.74	\$54.29	\$57.01	\$59.29	\$61.07

Section 2 For the purpose of this Agreement, the various tradespersons comprising the United Association of Journeymen 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.

Section 3 Apprentices

The terms of apprenticeship for the Piping Trades will be determined by Skill Trades BC.

Minimum Apprenticeship rates shall be as follows:

Percentage	Mar 1/23	Mar 1/24	Mar 1/25	Mar 1/26	Mar 1/27
1 st Term 0-900 hours – (55%) No levels complete	27.91	29.86	31.35	32.60	33.58
2 nd Term 901-1800 hours – (60%) No levels complete	30.44	32.57	34.20	35.57	36.64
3rd Term 1801-2700 – (65%) 1 st level complete	32.98	35.29	37.05	38.53	39.69
4th Term 2701-3600 – (70%) 1 st level complete	35.51	38.00	39.90	41.50	42.75
5th Term 3601-4500 – (75%) 2 nd level complete	38.06	40.72	42.76	44.47	45.80
6th Term 4501-5400 – (80%) 2 nd level complete	40.60	43.44	45.61	47.43	48.85
7th Term 5401-6300 – (85%) 3 rd level complete	43.13	46.15	48.46	50.40	51.91
8th Term 6301-7200 – (90%) 3 rd level complete	45.67	48.86	51.31	53.36	54.96

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

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.

The Company will provide the PIAB with a report of Apprentices' hours on a monthly basis. The PIAB will then notify the Company promptly of any wage rate increases to be applied and the Company will make such wage rate adjustment as soon as practicable. It is agreed that the onus is on the individual Apprentice to communicate with the PIAB and the Company on issues such as pay, schooling and other items associated with their Apprenticeship.

Pipefitters Tools List:

Torpedo level
Centre Punch
Ball peen hammer
Screwdriver (multi bit)
Pin bar
10"-12" Crescent wrench
8"-10" Pipe wrench
12"-14" Pipe wrench
Set of combination wrenches 3/8"- 1 1/4"
Set of 1/2" drive sockets 3/8" – 1 1/4"
Ratchet wrench 1/2" drive
10" Pump pliers
Tri square

APPENDIX "E"

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 213

As per the collective agreement:

	<u>Mar1/23</u>	<u>Mar1/24</u>	<u>Mar1/25</u>	<u>Mar1/26</u>	<u>Mar1/27</u>
The common Journeyperson rate:	\$50.74	\$54.29	\$57.01	\$59.29	\$61.07
The common Health/Welfare & Pension rate:	\$8.25	\$8.55	\$8.85	\$9.15	\$9.45

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.

Apprentice Wage Rate
Pre-Apprentice, 0 - 1800 Hours, 50% Journeyperson Rate
1st Term, 1801 -2700 Hours, 55% Journeyperson Rate
2nd Term, 2701 - 3600 Hours, 60% Journeyperson Rate
3rd Term, 3601 - 4500 Hours, 65% Journeyperson Rate
4th Term, 4501 - 5400 Hours, 70% Journeyperson Rate
5th Term, 5401 - 6300 Hours, 75% Journeyperson Rate
6th Term, 6301 - 7200 Hours, 80% Journeyperson Rate
7th Term, 7201 - 8100 Hours, 85% Journeyperson Rate
8th Term, 8101 - 9000 Hours, 90% Journeyperson Rate

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

The Company will provide the Union with a report of Apprentices' hours on a monthly basis. This Union will then notify the Company promptly of any wage rate increases to be applied and the Company will make such wage rate adjustments as soon as practicable. It is agreed that onus is on the individual Apprentice to communicate with the Union and Company on issues such as pay, schooling and other items associated with their Apprenticeship.

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.

Electrician Tool List:

- Pliers (Needle Nose)
- Pliers (side cutters)
- Pliers (linesman)
- Square
- Wire Strippers
- Flush Cutters
- Adjustable Crescent Wrench (10" maximum length)
- Allen Wrenches – Small Set Metric & SAE
- Knife
- Hammer
- Level
- Wrench, 9/16
- Wrench, 1/2
- Multibit Screwdriver
- Socket Wrench
- Sockets, Deep – 9/16", 1/2"
- Sockets, Shallow - 9/16", 1/2"
- Terminal Screw Driver 1.5mm flat
- Pliers – Angled tongue and groove ('Channel Locks')

APPENDIX "F"

MoveUP
(Contained in separate document)