

MEMORANDUM OF AGREEMENT (E&O Excl.)

For a Renewed Collective Agreement

Between

Vancouver Shipyards Co. Ltd.

and

Poly-Party Council of Unions

(July 23 2024 – 9:10pm)

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

AND

The undersigned bargaining representatives acting on behalf of the Poly-Party Counsel of Unions (hereinafter call "the Union"), agree to unanimously recommend to the Union membership for acceptance and ratification;

Memorandum Note: In light of this Memorandum and the unanimous recommendation from both Bargaining Committees, the Union agrees to cease the "work to rule" and Overtime ban strike action, pending Ratification.

All proposals not specifically addressed herein are deemed withdrawn.

The following items will form the Memorandum and be incorporated into Collective Agreement:

"Agreed to" Items signed by the Parties.

Company Proposals:

C#1(k) Appendix 'C' (5) Re.: Large Machines

Amend: "Large Lathe Washington" to "LeBond lathe or when performing boring processes on the Kiheung milling machine."

ed

U#47 Article 12.20 Re. Bereavement Pay

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

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

~~"Additional leave of absence without pay may be granted where an employee is required to travel outside the country. A~~ **and approval** for such extended leave will not be unreasonably withheld.

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

U#53 Article 14.01 Re. Severance Pay

~~14.01~~ Amend: 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.** ~~as follows:~~

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

U#61 Appendix 'A' Re. LOUs – Renew all LOUs "as-is" (except as provided for below and in Agreed To Items)

Delete: (C) Re. Shift Assignment (Language moved to Article 5.05)

Delete: (G)(10) Re. Trades Helper / Improver Training Program

(G)(5)

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

(G)(11)

Delete: Letter of Understanding if applicable for Federal Government Contract Work

Memorandum Note: The Poly-Party will write a "Letter of Labour Stability" upon customer request.

U#62 **Appendix 'B' Letter of Understanding Re. Welding**

- Updated as Attached

U#84 **Appendix 'F' Article 9.10 ("New") Re. 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."

U#86(c) **Appendix 'F' Article 14.04(c) Re. Health & Safety**

Amend: "A First ~~aid~~ **Aid** Premium of **two dollars (\$2.00)** per hour will be paid to the Security ~~person~~ personnel on shift where **no other first aid coverage is provided.** ~~is required on back shifts/weekends pursuant to Worksafe BC regulations regarding the number of workers on site.~~

U#87(b) **Appendix 'F' – Article 14.08 (b)**

Amend: "Security Personnel working on statutory holidays to be paid ~~time and one half~~ **two-hundred (200%) percent plus one day banked."**

U#87(e) **Appendix 'F' – Article 14.08 (b)**

Amend: "Security Personnel to receive ~~\$0.25~~ **seventy-five (\$0.75) cents per hour for Afternoon Shift Differential and \$1.00 one dollar and fifty cents (\$1.50) per hour for Graveyard Shift Differential. Such shift differential shall be paid for each shift in its entirety, inclusive of overtime shifts."**

U#88 **Appendix 'F' – Salary Scales – Appendix "A"**

Level	Position	Current Salary	
A*	Clerk - Typist 1	\$4,662.00	
B	Clerk-Typist 2	\$4,854.00	
C	Clerk-Typist 3	\$5,053.00	
D	Billing/Costing Clerk 1 Inventory Pricing Clerk	\$5,249.00	
E	Switchboard/Receptionist Security Guard	\$5,447.00	
<u>E1</u>	<u>Security Guard</u>	\$5,447.00	
F	Sr. Procurement Clerk	\$5,638.00	
G	Billing/Costing Clerk 2	\$5,940.00	
H		\$6,232.00	
I	Billing/Costing Clerk 3	\$6,526.00	
J		\$6,824.00	
K	Purchasing Agent	\$7,116.00	
L	Sr. Purchasing Agent	\$7,611.00	

Monetary Package

U#10 Article 5.03 & 5.04

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 ~~\$2.75~~ **\$3.25** per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 3:00 pm, Monday.

...

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 ~~\$4.15~~ **\$4.65** per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 9:30pm, Sunday.

...

U#27 Article 12 ("New")

"Unused paid Injury and Illness Leave granted under British Columbia's Employment Standards 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."

U#34 Article 12.06 Re. Mileage

Amend: *"When an employee does agree to use their automobile, they will be paid the most current CRA Kilometric Rate. ~~a minimum of fifty cents (\$0.50) per kilometer for such use. Should the Company amend its corporate mileage policy, any changes would automatically apply.~~"*

U#59 / #89 Article 19 Monetary Package

Effective Date	Wages	HW&P
• March 1, 2023	7.0%	\$0.30 per Hour
• March 1, 2024	7.0%	\$0.30 per Hour
• March 1, 2025	5.0%	\$0.30 per Hour
• March 1, 2026	4.0% - Or COLA to max 5%	\$0.30 per Hour
• March 1, 2027	3.0% - Or COLA to max 5%	\$0.30 per 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).

Memorandum Note on Retroactivity: Full retroactivity for all employees since March 1, 2023 to DOR will receive the above increases on all hours worked and paid.

All other monetary improvements are deemed effective DOR, unless otherwise stated.

Article 20 Duration of Agreement

- **Term:** Five (5) Years, Expiring February 29, 2028

U#68 Appendix "C" (6)

Amend: "Due to the number of personal tools required by Lodge 692 550 members, an additional ~~eleven cents (11¢)~~ **one dollar and fifty cents (\$1.50) per hour for Apprentices and one dollar (\$1.00) per hour for Journeypersons** will be provided to assist with the purchase of tools. Company to determine tool inventory list."

Safety Advisors

- Letter of Understanding re. Safety Advisors (Signed November 7, 2023) to be integrated into Appendix 'C'.
- The end rate of pay for Safety Advisor will be increase by one (1) dollar, retroactive to March 1, 2023 and fifty (50) cents retroactive to March 1, 2024, in addition to wage increases specified in Article XIX.

Signed at Burnaby, the 23rd day of July 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

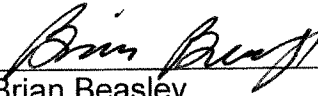


Dan Southern

**BARGAINING REPRESENTATIVES
FOR THE UNION:**



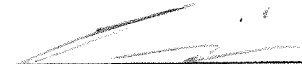
Walter Gerlach, IAMAW Lodge 550



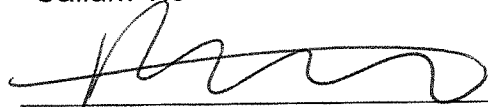
Brian Beasley




Maryclare Manyuru




Callum Tjo



Paul Ritchie



Scott Shaw



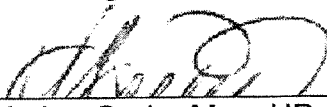
Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP



Kevin Bohun, M&S Local 506



Jeff Smith, IAMAW Lodge 550

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: 1.02 No Discrimination
Union Proposal #1**

New:

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-B***, 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:

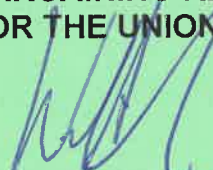
- a) as it relates to age, to a bona fide scheme based on seniority.
- b) with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

Agreed the 27th day of October, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Eddie Schehr



Walter Gerlach, IAMAW Lodge 692

Dan Southern

Dan Southern

Shawn Sly

Shawn Sly, M&S Local 506

Brian Beasley

Brian Beasley

Mark Glazier

Mark Glazier, UA Local 170

Maryclare Manyuru

Maryclare Manyuru

Mike Logan

Mike Logan, IBEW Local 213

Scott Shaw

Scott Shaw

Yudon Garie

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Trainee Union Representatives
Union Proposal #2**

New:

3.05 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 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.

Agreed the 27th day of October, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Eddie Schehr

Walter Gerlach, IAMAW Lodge 692

Dan Southern

Shawn Sly, M&S Local 506

Brian Beasley

Mark Glazier, UA Local 170

Maryclare

Maryclare Manyuru

Scott Shaw

Scott Shaw

MIKE LOGAN

Mike Logan, IBEW Local 213

Yudon Garie

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Union Representative Leave
Union Proposal #3**

Add:

Article 3.06

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.

Agreed the 30th day of September, 2023. *October*

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

Dan Southern

**Bargaining Representatives for the
Union:**

Walter Gerlach


Walter Gerlach, IAMAW Lodge 692

Shawn Sly

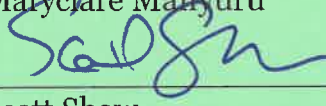
Shawn Sly, M&S Local 506



Brian Beasley



Maryclare Manyuru



Scott Shaw



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudson Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Shop Steward Committee
Union Proposal #4**

Article 3.03

Amend: "Friday" to "Thursday" and add new language

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 ~~Friday~~ **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.**

Agreed the 20th day of September, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

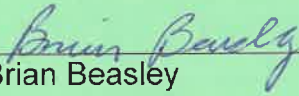
**BARGAINING REPRESENTATIVES
FOR THE UNION:**

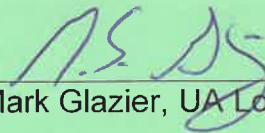
Eddie Schehr

Walter Gerlach, IAMAW Lodge 692

Dan Southern


Shawn Sly, M&S Local 506


Brian Beasley


Mark Glazier, UA Local 170


Maryclare Manyuru


Mike Logan, IBEW Local 213


Scott Shaw


Yvonne Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Shop Steward Attending Meetings
Union Proposal #5**

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

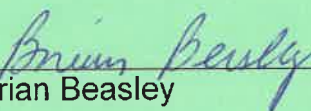
Agreed the 18th day of September, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

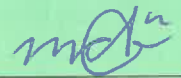
Eddie Schehr




Dan Southern



Brian Beasley




Maryclare Manyuru

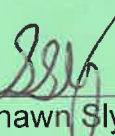


Scott Shaw

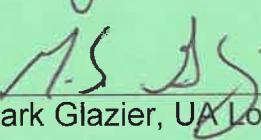
**BARGAINING REPRESENTATIVES
FOR THE UNION:**



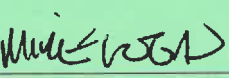
Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Union Representatives
Union Proposal #6**

Article 3.04

Replace (3rd para.):

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

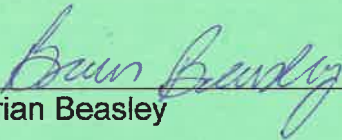
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“Shop stewards(s) may, within reason, investigate and process grievances during regular working hours, without loss of pay, provided such does not unduly interfere with the employee(s) work schedule. Steward(s) will obtain permission from their Supervisor,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


Agreed the 6th day of February 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**


Dan Southern



Brian Beasley

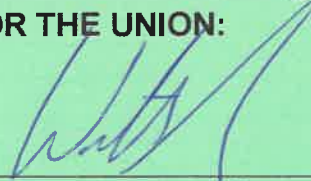


Maryclare Manyuru



Scott Shaw


**BARGAINING REPRESENTATIVES
FOR THE UNION:**




Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Union Business
Union Proposal #8**

Add as follows:

3.07 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 copy to the respective Trade Manager. When a leave of absence without pay is granted, the Employer will continue the Employee’s 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.

Agreed the 26th day of January, 2024.
**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyuru

Scott Shaw

**Bargaining Representatives for the
Union:**

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213

Yudon Gane, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Shop Steward Introduction
Union Proposal #9**

New:

4.08 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.

Agreed the 27th day of October, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Eddie Schehr

Walter Gerlach, IAMAW Lodge 692

Dan Southern

Shawn Sly, M&S Local 506

Brian Beasley

Mark Glazier, UA Local 170

Maryclare Manyuru

Mike Logan, IBEW Local 213

Scott Shaw

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Safety Advisors Hours of Work
Union Proposal #11**

Amend as follows:

Letter of Understanding - Re: Safety Advisors

Safety Advisors - 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.

Agreed the 23rd day of May, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

**Bargaining Representatives for the
Union:**



Walter Gerlach, IAMAW Lodge 692



Dan Southern




Brian Beasley



Maryclare Manyuru



Scott Shaw



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

Re: Hours of Work

Union Proposal #12

Amend as follows:

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 8:45 ~~50~~am to 9:00am, 2nd break, 11:25 ~~30~~am to 12:00 noon (30 minutes of ~~which is~~ 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 \$2.75 per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 3:00 pm, Monday.

Breaks 1st break ~~5:15~~ 20 pm to 5:30 pm, 2nd break, ~~7:55~~ 8:00 pm to 8:30 pm (30 minutes of which is 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 \$4.15 per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 9:30pm, Sunday.

Breaks 1st break ~~11:45~~ 50 pm to 12:00 am, 2nd break, ~~2:25~~ 30 am to 3:00 am (30 minutes of which is unpaid).


Agreed the 7th day of February 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

Dan Southern



Brian Beasley



Maryclare Manyuru




Scott Shaw

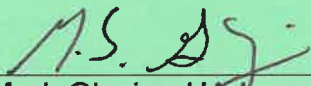
**BARGAINING REPRESENTATIVES
FOR THE UNION:**




Walter Gerlach, IAMAW Lodge 692



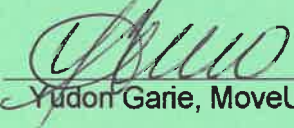
Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudson Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

Re: Shift Assignment

Union Proposal #13

Article 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 a sufficient mix of skills and experience on the shift, it will assign suitable personnel who are junior in seniority when increasing the size of 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.

[NB: Redundant language from Appendix ‘A’ (C) (in bold) to be deleted and renumbering, as required.]

Agreed the 10th day of April 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Dan Southern

Dan Southern

Walter Gerlach

Walter Gerlach, IAMAW Lodge 692

Brian Beasley

Brian Beasley

Shawn Sly

Shawn Sly, M&S Local 506

Maryclare Manyuru

Maryclare Manyuru

Mark Glazier

Mark Glazier, UA Local 170

Scott Shaw

Scott Shaw

Mike Logan

Mike Logan, IBEW Local 213

Yudon Garie

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Overtime Work
Union Proposal #15**

Article 6.01

Amend to read:

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.

Agreed the 19th day of September, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**



Dan Southern



Walter Gerlach, IAMAW Lodge 692



Brian Beasley



Shawn Sly, M&S Local 506



Maryclare Manyuru



Mark Glazier, UA Local 170



Scott Shaw



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Table of Breaks (Add to Article 6)
Union Proposal #18**

Memorandum Note:

Further to discussions held in bargaining, the Parties agree to add to Article 6 of the Collective Agreement, a "Table of Breaks" identifying, by shift, the time of day of such breaks, including Overtime meals.

Following ratification, the Parties will review the relevant articles and devise an appropriate format for ease of reference.

Agreed the 6th day of February 2024.

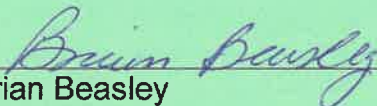
**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

Dan Southern


**BARGAINING REPRESENTATIVES
FOR THE UNION:**




Walter Gerlach, IAMAW Lodge 692



Brian Beasley



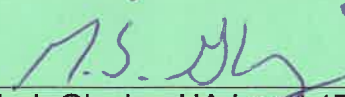
Maryclare Manyuru



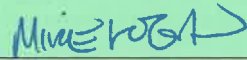
Scott Shaw



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yvonne Garie, MoveUP

Agreed to Item
between
Vancouver Shipyards Co. Ltd.

("the Company")

and
Poly-Party Council of Unions

(the "Union")

**Re: National Day for Truth and Reconciliation Statutory Holiday
Union Proposal #19 & 20
Company Proposal #1(e) & 20(c)**

Amend Article 7.01 (main) and Appendix 'F' 7.01 to add new statutory holiday:

National Day for Truth and Reconciliation

Amend Article 7.03 (main) as follows:

- 7.03 (a) Statutory Holiday pay will be calculated as ~~five point four percent (5.4%)~~ 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 ~~fourteenth (14th)~~ fifteenth (15th) compulsory Statutory Holiday is declared by the Federal and/or Provincial Government and becomes effective, the ~~five point four percent (5.4%)~~ five point eight percent (5.8%) calculation of gross earnings shall be increased to ~~five point eight percent (5.8%)~~ six point two percent (6.2%).
- (c) On termination or lay off, employees shall receive the ~~five point four percent (5.4%)~~ five point eight percent (5.8%) or ~~five point eight percent (5.8%)~~ 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.

Agreed the 9th day of August, 2023.

FOR THE COMPANY:

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyuru

Scott Shaw

FOR THE UNIONS:

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Probation Period – Salaried Position
Union Proposal #23**

Article 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)** ~~six (6)~~ 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)** ~~six (6)~~ month period.

Agreed the 20th day of September, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Eddie Schehr

Walter Gerlach, IAMAW Lodge 692

Dan Southern

Shawn Sly, M&S Local 506

Brian Beasley

Mark Glazier, UA Local 170

Maryclare Manyuru

Mike Logan, IBEW Local 213

Scott Shaw

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Gradual Retirement Program
Union #24 & Company #20 (f)**

Article 12 (New) Re. Gradual Retirement Program

"The Parties recognize that some employees may wish to reduce their number of weekly shifts within a workweek, as described in Article V, rather than fully retire from the Company. In such cases, the following eligibility and process applies:

- a) Employees aged 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 VIII – 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 employee 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 employee will not be eligible for future participation."

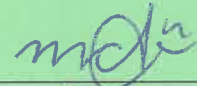
Agreed the 30th day of October, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

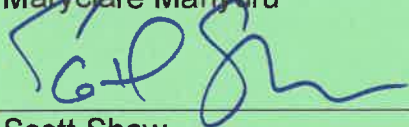
Dan Southern



Brian Beasley




Manjare Manyuru



Scott Shaw

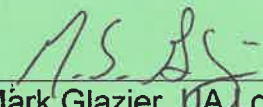
**BARGAINING REPRESENTATIVES
FOR THE UNION:**



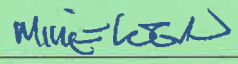
Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

Re: Payroll Correction Process – Article 12 (New)

Union Proposal #25

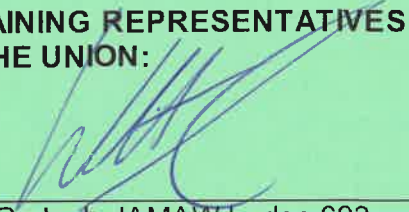
12.32 Payroll Correction Process If an employee misses pay equal or greater than one (1) day, the Company will process an off-cycle payment upon request.

Agreed the 7th day of February 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

Dan Southern


**BARGAINING REPRESENTATIVES
FOR THE UNION:**




Walter Gerlach, IAMAW Lodge 692




Brian Beasley




Maryclare Manyuru




Scott Shaw



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yuden Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Maternity and Parental Leaves
Union Proposal #26**

ARTICLE XII - GENERAL CONDITIONS

Add as follows:

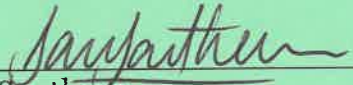
Maternity and Parental Leaves

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

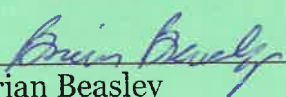
Agreed the 23rd day of May, 2024.

**Bargaining Representatives for
the Company:**


Eddie Schehr



Dan Southern



Brian Beasley



Maryclare Manyuru

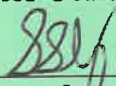


Scott Shaw

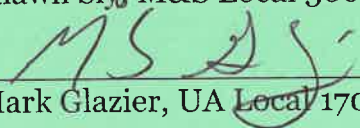
**Bargaining Representatives for the
Union:**



Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: 12.07 Medical Documentation
Union Proposal #28**

Add as follows:

12.07

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 circumstances, 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.

Agreed the 13th day of March, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

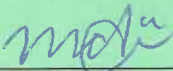
Brian Beasley

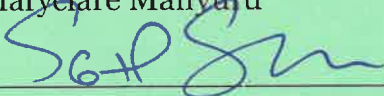
**Bargaining Representatives for the
Union:**

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170



Maryclare Manyaru


Scott Shaw



Mike Logan, IBEW Local 213


Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Domestic or Sexual Violence Leave
Union Proposal #32**

ARTICLE XII - GENERAL CONDITIONS

Add as follows:

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.

Agreed the 23rd day of May, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyuru

Scott Shaw

**Bargaining Representatives for the
Union:**

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: 13.05 Compassionate Care Leave
Union Proposal #33**

Add as follows:

ARTICLE XII - GENERAL CONDITIONS

13.05 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.

Agreed the 2nd day of November, 2023.

BARGAINING REPRESENTATIVES FOR THE COMPANY:

BARGAINING REPRESENTATIVES FOR THE UNION:

Eddie Schehr

Walter Gerlach, IAMAW Lodge 692

Dan Southern

Shawn Sly, M&S Local 506

Brian Beasley

Mark Glazier, UA Local 170

Maryclare Manyuru

Mike Logan, IBEW Local 213

Scott Shaw

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: 12.10 Notice Period
Union Proposal #35**

Amend as follows:

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, where ~~twenty five (25) or more employees are laid off on the same shift,~~ the **supervisor** Foreman 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.

Agreed the 1st day of November, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Eddie Schehr

Walter Gerlach, IAMAW Lodge 692

Dan Southern

Shawn Sly, M&S Local 506

Brian Beasley

Mark Glazier, UA Local 170

Maryclare Manyuru

Mike Logan, IBEW Local 213

Scott Shaw

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Use of Personal Locks
Union Proposal #41**

Article 12.12

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

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

Agreed the 18th day of September, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Eddie Schehr

Walter Gerlach, IAMAW Lodge 692

Dan Southern

Shawn Sly, M&S Local 506

Brian Beasley

Mark Glazier, UA Local 170

Maryclare Manyuru

Mike Logan, IBEW Local 213

Scott Shaw

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: 12.15 Dirty Money
Union Proposal #42**

Amend as follows:

12.15 Dirty Money

A premium of twelve percent (12%) per hour shall be paid for all dirty work. ~~The Management of the Company and the Shop Steward to decide on work to be so classified at the start of such work, where possible.~~ ***An area will be designated as being dirty work and workers will be told of this designation before they start work.*** Where the work of non-tradesman classifications is considered part of the normal duties of that classification, payment of this premium will not apply. ~~It is understood that unique circumstances~~ ***Any disagreements about dirty work*** will be discussed by the parties prior to the commencement of the work. ***between the Supervisor and the Shop Steward and evaluated on their merits before the job starts.***

Agreed the 13rd day of June, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyam

Scott Shaw

**Bargaining Representatives for the
Union:**

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: 12.16 Restricted Space
Union Proposal #43**

Amend as follows:

12.16 Restricted Space

Time and one quarter (1 1/4%) 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.** ~~Other unique situations~~ Any ~~disagreements about restricted space~~ will be discussed between the ~~Company Supervisor~~ and the ~~Union Representatives Shop Steward~~ and evaluated on their merits before the job starts.

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

Agreed the 13rd day of June, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyuru

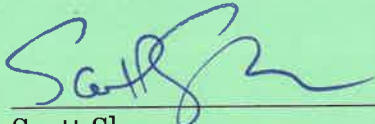
**Bargaining Representatives for the
Union:**

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213



Scott Shaw

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

Re: Article 12.17 “NEW”

Union Proposal #44 (Non-Monetary components)

Add:

12.17

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 education, 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.

Amend:

Renumber balance of Article 12, as required.

Agreed the 8th day of May, 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Dan Southern

Dan Southern

Walter Gerlach

Walter Gerlach, IAMAW Lodge 692

Brian Beasley

Brian Beasley

Shawn Sly

Shawn Sly, M&S Local 506

Maryclare Manyuru

Scott Shaw

Scott Shaw

Mark Glazier

Mark Glazier, UAW Local 170

Mike Logan

Mike Logan, IBEW Local 213

Yudon Garie

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Coffee & Lunch Break
Union Proposal #46**

Amend as follows:

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 the coffee breaks to be indicated by Yard whistle or by arrangements agreed upon by the Union and the Company. ~~The break policy referred as the "5 and 10 and 5 and 30" policy which is intended to facilitate breaks set out in Article V of the collective agreement will be maintained.~~

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 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.

Agreed the 6th day of February, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

**Bargaining Representatives for the
Union:**



Walter Gerlach, IAMAW Lodge 692

Dan Southern

Brian Beasley

Brian Beasley

Maryelare

Maryelare Manyuru

Scott Shaw

Scott Shaw

Shawn Sly

Shawn Sly, M&S Local 506

Mark Glazier

Mark Glazier, UA Local 170

Mike Logan

Mike Logan, IBEW Local 213

Yudon Garie

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Article 12.23 (b) “NEW”
Union Proposal #50**

Amend:

Existing 12.23 to become 12.23 (a).

Add:

12.23 (b)

Crew Buildup – for each crew of workers one person will be designated as a Chargehand. Leadhands 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.

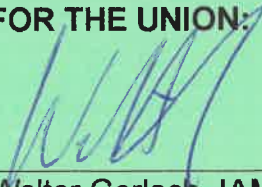
Agreed the 7th day of May, 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**




Dan Southern

**BARGAINING REPRESENTATIVES
FOR THE UNION:**



Walter Gerlach, IAMAW Lodge 692

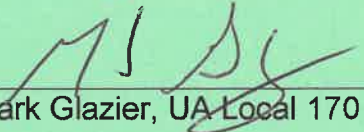


Brian Beasley

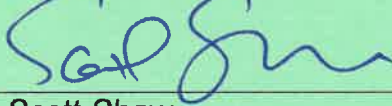


Shawn Sly, M&S Local 506

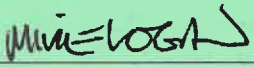
Maryclare Manyuru



Mark Glazier, UA Local 170



Scott Shaw



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

Re: Training Opportunities

Union Proposal #54

Article 16.05 (Add to bottom):

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

Agreed the 5th day of February 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Dan Southern

Walter Gerlach, IAMAW Lodge 692

Brian Beasley

Shawn Sly, M&S Local 506

Maryclare Manyuru

Mark Glazier, UA Local 170

Scott Shaw

Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Plant Safety Rules
Union Proposal #56**

Amend as follows:


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

Agreed the 13th day of March, 2024.


**Bargaining Representatives for
the Company:**

Eddie Schehr

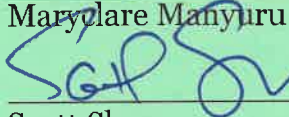
Dan Southern



Brian Beasley



Maryclare Manyuru



Scott Shaw

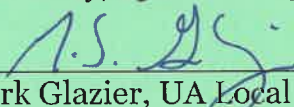
**Bargaining Representatives for the
Union:**




Walter Gerlach, IAMAW Lodge 692




Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Pension – Bill C-30
Union Proposal #57**

Add as follows:

18.07 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 to 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.

Agreed the 13th day of March, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern



Brian Beasley

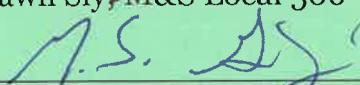
**Bargaining Representatives for the
Union:**



Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506




Mark Glazier, UA Local 170



Maryelare Manyuru



Scott Shaw



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Vacation Hours Earned
Union Proposal #58**

Amend as follows:

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.

Agreed the 26th day of January, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyuru

Scott Shaw

**Bargaining Representatives for the
Union:**

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213

Yudon Carie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Appendix C: Safety Advisor Credentials and Qualifications
Union Proposal #65**

Add as follows:

Safety Advisor 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.*

Agreed the 20th day of November, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

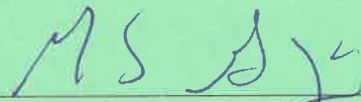
Eddie Schehr


Walter Gerlach IAMAW Lodge 692

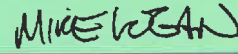
Dan Southern

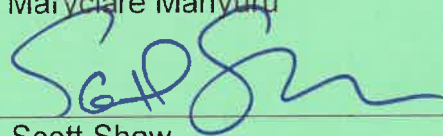
Shawn Sly M&S Local 506


Brian Beasley


Mark Glazier, UA Local 170


Maryclare Manyuru


Mike Logan, IBEW Local 213


Scott Shaw


Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

Re: New Equipment Training for Maintenance

Union Proposals #69 and #72


Article 11.11 (Add)

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.

Agreed the 20th day of November 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**




Dan Southern

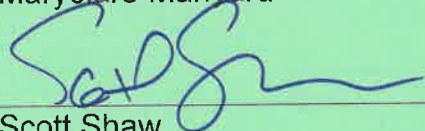
**BARGAINING REPRESENTATIVES
FOR THE UNION:**



Walter Gerlach, IAMAW Lodge 692



Brian Beasley


Maryclare Manyuru


Scott Shaw


Shawn Sly, M&S Local 506


Mark Glazier, UA Local 170


Mike Logan, IBEW Local 213


Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Apprentice Wage Scale
Union Proposals #70 & 71**

Appendix 'E' – Amend to Read:

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

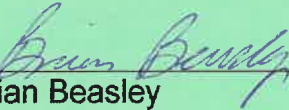
The Company will provide the Union with a report of Apprentices' hours on a monthly basis. The Union will then notify the Company promptly of any wage rate increases to be applied and the Company will make such wage rate adjustment as soon as practicable. It is agreed that the onus is on the individual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

Agreed the 27th day of March 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**



Dan Southern



Brian Beasley

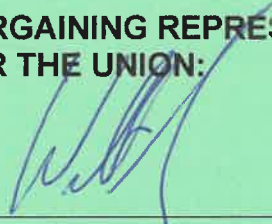


Maryclare Manyuru



Scott Shaw

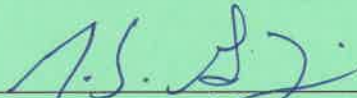
**BARGAINING REPRESENTATIVES
FOR THE UNION:**



Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Appendix "D" Apprentices
Union Proposal #73**

Amend as follows:

APPENDIX "D"

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

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

CHARGEHANDS ~~Nine percent (9%) per hour over~~ 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:

	Mar 1/23	Mar 1/24	Mar 1/25	Mar 1/26	Mar 1/27
Pipefitters	Rate TBC	Rate TBC	Rate TBC	Rate TBC	Rate TBC

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

- (a) All pipe installations, renewing, removing and repairing shall be classed as Pipefitting work. ~~, with the exception of the installation of sprinkler systems for fire protection.~~
- (b) ~~All work on sprinkler system for fire protection, the Company agrees to pay the same rate of wages, plus Health & Welfare and Pension benefits to pipefitters as~~ *paid for sprinkler work per the CLRA as per the Local 170 Agreement.*

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

Section 3 Apprentices

The terms of apprenticeship for the *Piping* Plumbing, Steamfitting and Sprinklerfitting Trades ~~will be determined by Skilled Trades BC.~~ four (4) years. This means that every indentured Apprentice, who has worked at the trade for four (4) years or more, and has completed ~~four (4)~~ five (5) years of day school Technical Training, ~~or in the case of Sprinklerfitters, three (3) years of day school Technical Training,~~ including successfully passing the Interprovincial Examination, will be issued a Certificate of Apprenticeship, ~~and Certificate of Qualification~~ by the Provincial Government.

Minimum Apprenticeship rates shall be as follows:

Percentage	Mar 1/23	Mar 1/24	Mar 1/25	Mar 1/26	Mar 1/27
1st Term 0-900 hours (55%) No levels complete	Rate TBC	TBC	TBC	TBC	TBC
2nd Term 901-1800 hours (60%) No levels complete	TBC	TBC	TBC	TBC	TBC
3rd Term 1801-2700 hours (65%) 1st level complete	TBC	TBC	TBC	TBC	TBC
4 th Term 2701-3600 hours (70%) 1st level complete	TBC	TBC	TBC	TBC	TBC
5th Term 3601-4500 hours (75%) 2nd level complete	TBC	TBC	TBC	TBC	TBC
6th Term 4501-5400 hours (80%) 2nd level complete	TBC	TBC	TBC	TBC	TBC
7th Term 5401-6300 hours (85%) 3rd level complete	TBC	TBC	TBC	TBC	TBC
8th Term 6301-7200 hours (90%) 3rd level complete	TBC	TBC	TBC	TBC	TBC

The company shall recognize the standard apprentice/journeyman 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.

Agreed the 14th day of May, 2024.

Bargaining Representatives for the Company:

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyuru

Scott Shaw

Bargaining Representatives for the Union:

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Appendix “B” & “C” Apprentice Scale
Union Proposal #73**

Appendix “B”

	Fitters	Welders	Painters
1st Term 60%	6 months	6 months	6 months
2nd Term 65%	6 months	6 months	6 months
3rd Term 70%	6 months	6 months	6 months
4th Term 75%	6months	6months	6months
5th Term 80%	6 months	6 months	6 months
6th Term 85%	6 months	6 months	6 months
7th 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 co-ordinator.

Appendix “C”

	Millwright	Machinist	HD Mech
1st Term 55%	6 months	6 months	6 months
2nd Term 60%	6 months	6 months	6 months
3rd Term 65%	6 months	6 months	6 months
4th 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 co-ordinator.

Agreed the 13rd day of June, 2024.

Bargaining Representatives for the Company:

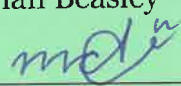
Eddie Schehr



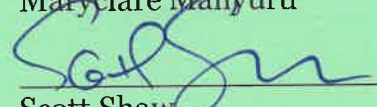
Dan Southern



Brian Beasley



Maryclare Manyuru



Scott Shaw

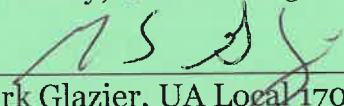
Bargaining Representatives for the Union:



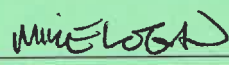
Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Tool Lists (New)
Union Proposal #74**

Appendix "B"

Steel Fitters Tool 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 (1 1/4" opening required)
MIG Pliers
Chalk Line/String Line
Screwdriver (multi bit)*

Welders Tool List:

*Tool Bag/Bucket
Welding Shield
MIG Pliers
Crescent Wrench (1 1/4" opening required)
Screwdriver (multi bit)*

Appendix "C"

Mechanics Tool List:

*Combination wrenches – SAE up to 1 1/4". Metric up to 32mm
Sockets – SAE up to 1 1/4". Metric up to 32mm
1/2" Drive ratchet*

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

Appendix "D"

Pipefitters Tool 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"

Electrician:

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')

Agreed the 7th day of February, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern



Brian Beasley



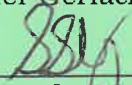
Maryclare Manyuru

Scott Shaw

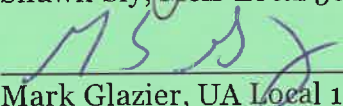
**Bargaining Representatives for the
Union:**



Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP



(Canadian Office and Professional Employees Union, Local 378)

**Vancouver Shipyards
PROPOSALS 2023
Union Proposals (UP Items)**

Union			
Number	Affected Article/MOU	Date: November 1, 2023	Time:
MUP 03 UP 79	New 3.07 and re-number remaining	<i>Trainee Union Representative</i>	

3.07 Trainee Union Representatives

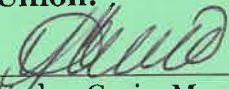
Upon thirty (30) calendar days written notice, the Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative.


- the time of the leave will be subject to departmental operating considerations;
- the period of absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer.


There shall be no more than one (1) employee granted a leave of absence to serve as a Trainee Union Representative at any one time.


Signed off this 2nd day of November, 2023.

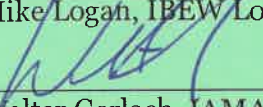
Bargaining Representatives for Union:


Yudon Garie, MoveUP


Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Walter Gerlach, IAMAW Lodge 692

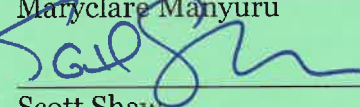
Bargaining Representatives for the Company:

Eddie Schehr


Dan Southern


Brian Beasley


Maryclare Manyuru


Scott Shaw



(Canadian Office and Professional Employees Union, Local 378)

**Vancouver Shipyards
PROPOSALS 2023
Union Proposals (UP Item)**


1 Union			
Number	Affected Article/MOU	Date: March 14, 2024	Time:
MUP 09 UP 85	New 9.11		

9.11 Compassionate Care Leave

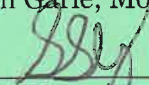
All employees will be entitled to the Compassionate Care Leave provisions of the BC Employment Standards Act, as amended from time to time.

Signed off this 14th day of March 2024.

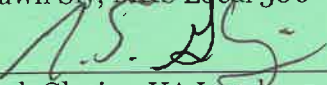
Bargaining Representatives for Union:




Yudson Garie, MoveUP




Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170




Mike Logan, IBEW Local 213



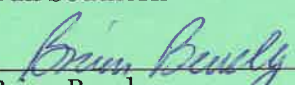
Walter Gerlach, IMAW Lodge 692

Bargaining Representatives for the Company:

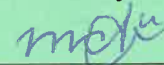
Eddie Schehr



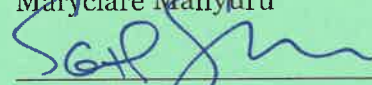
Dan Southern



Brian Beasley



Maryclare Manyuru



Scott Shaw



**Vancouver Shipyards
PROPOSALS 2022
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

85
46


Union Number	Affected Article/MOU	Date:	Time:
UP 11	Amend and re-number	<i>Redundant language – covered in 14.04(c)</i>	

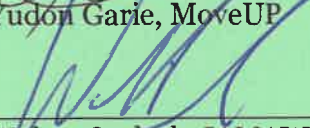
14.08 Security Personnel

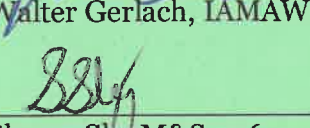
- (a) First aid premiums of \$2.00 per hour to be paid to the Security person on shift where first aid is required on back shifts/weekends pursuant to WCB regulations regarding the number of workers on site.
- (b) Security Personnel working on statutory holidays to be paid time and one-half plus one day banked.
- (c) Casual (hourly) Security Personnel will receive statutory holiday pay as per Article 7.03 (a) of the collective agreement.
- (d) Regular hours of work for Security Personnel is 40-hours per week (173 hrs/mth), scheduled on a 24-hour per day, seven-day per week operating schedule.
- (e) Security Personnel to receive \$0.25 cents for Afternoon Shift Differential and \$1.00 for Graveyard Shift Differential.
- (f) Excluded position of Security Supervisor will work his regular five shifts per week or historical shift of Monday-Friday days.
- (g) Maintenance of uniforms for Security Personnel shall be in accordance with the "Special Clothing" section of the Employment Standards Act.

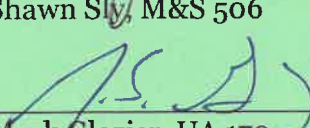
Signed, at SURREY, BC this 26 day of OCTOBER, 2023.

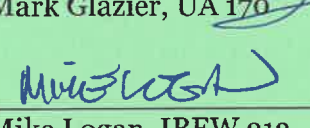
For the Unions:


Yudon Garie, MoveUP



Walter Gerlach, IAMAW 692

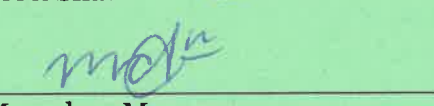

Shawn Sly, M&S 506

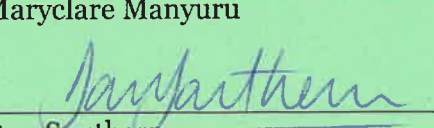

Mark Glazier, UA 170

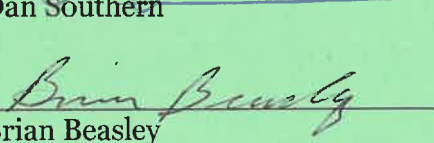

Mike Logan, IBEW 213

For the Employer


Scott Shaw


Maryclare Manyuru


Dan Southern


Brian Beasley

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: 12.33 Surveillance
Union Proposal #91**

Add:

12.33 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.

Agreed the 16th day of May, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyuru

Scott Shaw

**Bargaining Representatives for the
Union:**

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

Re: **Appendix “A” LOU G. Other 6.
Union Proposal #92**

Amends as follows:

APPENDIX "A"

LETTERS OF UNDERSTANDING APPLICABLE TO ALL SIGNATORY UNIONS

G. OTHER

- 6. Payroll statements shall show *all* accumulated **entitlements** ~~vacation~~ *for* pay periods, **additionally each direct deposit statement will contain a legend of definitions for all earnings and deductions.**

Agreed the 1st day of November, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Eddie Schehr

Walter Gerlach, IAMAW Lodge 692

Dan Southern
Dan Southern

Shawn Sly
Shawn Sly, M&S Local 506

Brian Beasley
Brian Beasley

Mark Glazier
Mark Glazier, UA Local 170

Maryclare Manyuru
Maryclare Manyuru

Mike Logan
Mike Logan, IBEW Local 213

Scott Shaw
Scott Shaw

Yudon Garie
Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Worker Rights and Responsibilities
Union Proposal #93**

Add as follows:

Inside of booklet cover

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 workers. 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.**

**Add the QR Code for the WorkSafeBC landing page dealing with:
Worker Rights and Responsibilities**

Agreed the 26th day of January, 2024.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyuru

Scott Shaw

**Bargaining Representatives for the
Union:**

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Replacing "Foreman" throughout Agreement
Union Proposal #94
Company Proposal #1(d)**

Amend Article 11.03(b):

"Foreman" to "Trade Managers" and delete "Superintendent"

Amend Article 11.08:

"Foreman" to "Trade Manager and Human Resources"

Indent subsection paragraphs (a), (b), (c)

Amend Article 12.10:

"Foreman" to "Supervisor"

Amend Article 12.18:

"Foreman" to "Supervisor" and delete "Superintendent"

Amend Article 12.23 to read:

"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."

Amend Article 12.28:

"Foreman" to "Supervisor or Chargehand"

Amend Article 16.05:

"Foreman" to "Supervisor or Chargehand"

Agreed the 1st day of November, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

Eddie Schehr



Dan Southern



Brian Beasley




Maryclare Manyuru

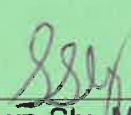


Scott Shaw


**BARGAINING REPRESENTATIVES
FOR THE UNION:**




Walter Gerlach, IAMAW Lodge 692




Shawn Sly, M&S Local 506



Mark Glazier, UALocal 170



Mike Logan, IBEW Local 213



Yudson Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Gender Neutral Language
Union Proposal #95
Company Proposal #1(a)**

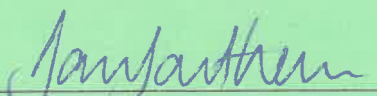
The Parties agree to ensure gender-neutral language is contained throughout the Collective Agreement.

To this end, the Parties undertake to implement this change when updating the Agreement's terms following ratification.


Agreed the 9th day of August, 2023.

BARGAINING REPRESENTATIVES FOR THE COMPANY:


Eddie Schehr



Dan Southern



Brian Beasley

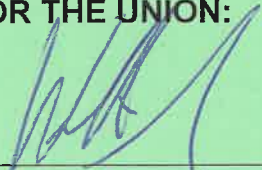


Maryclare Manyuru

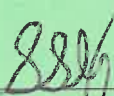


Scott Shaw


BARGAINING REPRESENTATIVES FOR THE UNION:




Walter Gerlach, IAMAW Lodge 692



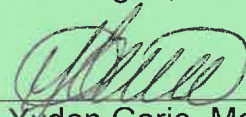
Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: COPE Local 378 Name Change
Union Proposal #96**

The Parties agree to change any reference to "COPE Local 378" or "COPE Local 15" contained throughout the Collective Agreement, including Appendix 'F' to "MoveUP".

To this end, the Parties undertake to implement this change when updating the Agreement's terms following ratification.

Agreed the 9th day of August, 2023.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

Eddie Schehr

Walter Gerlach, IAMAW Lodge 692

Dan Southern

Shawn Sly, M&S Local 506

Brian Beasley

Mark Glazier, UA Local 170

Maryclare Manyuru

Mike Logan, IBEW Local 213

Scott Shaw

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Article 11.08
Company Proposal #1(f)**

Amend:

Article 11.08 – Move the following two paragraphs re. Unpaid Vacation to **Article 8.11**

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

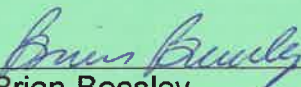
“Employees with ten (10) years service or more may, once every five (5) years apply for an unpaid Leave of Absence for an extended vacation.”

Agreed the 7th day of May, 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

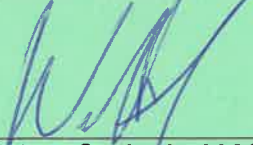


Dan Southern




Brian Beasley

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

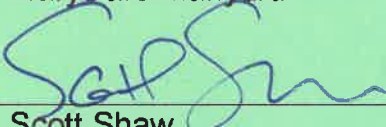


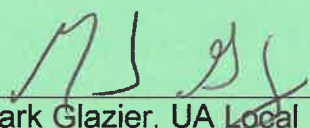
Walter Gerlach, IAMAW Lodge 692

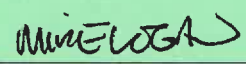



Shawn Sly, M&S Local 506

Maryclare Manyuru


Scott Shaw


Mark Glazier, UA Local 170


Mike Logan, IBEW Local 213


Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

Re: **12.07 (First Aid notification)**

Company Proposal #1 (g)

Article 12.07 (Amend)

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

Agreed the 20th day of November 2023.


**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**



Dan Southern



Brian Beasley

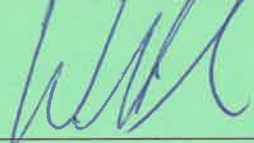


Maryclare Manyuru




Scott Shaw

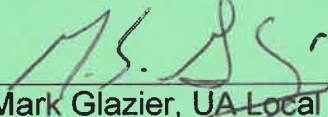
**BARGAINING REPRESENTATIVES
FOR THE UNION:**




Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Tudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Article 12 – General Conditions
Company Proposal #1(h)**

Amend:

Article 12.11 (b)

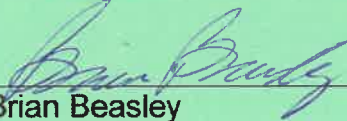
“Any employee discharged for disobeying the Rules of the Company shall only be paid up to the time of discharge. The Company's Plant and Safety Rules will be ~~incorporated into booklet form and given~~ **provided** to all employees ~~or posted in a conspicuous place within the Shipyard~~. Such Rules will not be inconsistent with the Collective Agreement and any violation of same, will be subject to disciplinary actions.

Agreed the 26th day of March, 2024.

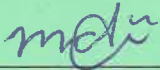
**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**



Dan Southern

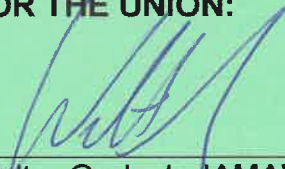


Brian Beasley



Maryclare Manyuru

**BARGAINING REPRESENTATIVES
FOR THE UNION:**



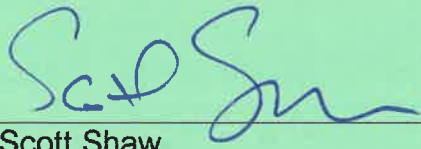
Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Scott Shaw



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Appendix ‘C’ (3)
Company Proposal #1(j)**

Delete:

~~(3) A "large machine" differential of ten cents (10¢) per hour over tradesmen rate to be paid to machinists tradesmen while operating such large machines at VSY. Definition of what constitutes a large machine to be clarified with each individual yard involved.~~

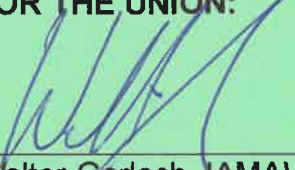
Agreed the 29th day of April, 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

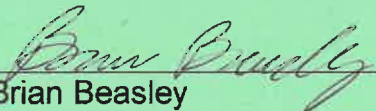
**BARGAINING REPRESENTATIVES
FOR THE UNION:**




Dan Southern



Walter Gerlach, IAMAW Lodge 692



Brian Beasley



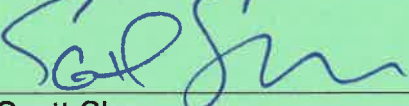
Shawn Sly, M&S Local 506

Maryclare Manyuru


Maryclare Manyuru



Mark Glazier, UA Local 170



Scott Shaw



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Overtime Work and Call-Out (Yard Closure Notification)
Company Proposal #6**

Article 6.11

Amend: "...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 shift start time."

Agreed the 13th day of March, 2024.

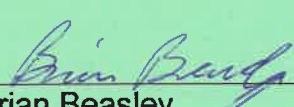
**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES
FOR THE UNION:**


Dan Southern



Walter Gerlach, IAMAW Lodge 692




Brian Beasley



Shawn Sly, M&S Local 506



Maryclare Manyuru



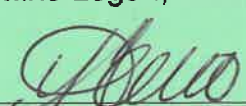
Mark Glazier, UA Local 170



Scott Shaw



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

(“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Bullying Harassment
Company Proposal #13**

Article 12.30 (Amend to read)

Sexual Bullying and Harassment

The Union and the Employer recognize the right of the employee to work in an environment free from ~~sexual~~ **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.

Agreed the 30th day of ^{October} ~~September~~, 2023.

**Bargaining Representatives for
the Company:**

Eddie Schehr

Dan Southern

Brian Beasley

Maryclare Manyuru

Scott Shaw

**Bargaining Representatives for the
Union:**

Walter Gerlach, IAMAW Lodge 692

Shawn Sly, M&S Local 506

Mark Glazier, UA Local 170

Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

Re: Appendix ‘A’ - (G) (13) Re. Chargehands (“NEW”)

Company Proposal #17

Add:

“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.”

Agreed the 7th day of May, 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**




Dan Southern



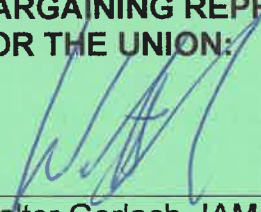
Brian Beasley

Maryclare Manyuru




Scott Shaw

**BARGAINING REPRESENTATIVES
FOR THE UNION:**



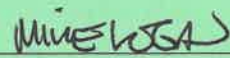
Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

**Re: Upgrading Joint Committee – Appendix ‘B’
Company Proposal #18(d)**

Delete:

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

Agreed the 15th day of March, 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**




Dan Southern



Brian Beasley




Maryclare Manyuru



Scott Shaw


**BARGAINING REPRESENTATIVES
FOR THE UNION:**



Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

“the Company”)

and

Poly-Party Council of Unions

(the “Union”)

Re: Job Classifications – Appendix ‘C’

Company Proposal #19(a)

Amend:

“Engine Fitters” to “Heavy Duty Mechanics”

“Machinists Fitters” to “Millwrights”


Agreed the 15th day of March, 2024.

**BARGAINING REPRESENTATIVES
FOR THE COMPANY:**

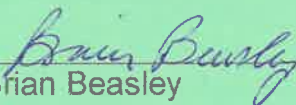
**BARGAINING REPRESENTATIVES
FOR THE UNION:**



Dan Southern



Walter Gerlach, IAMAW Lodge 692



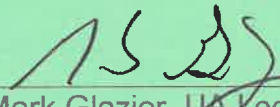
Brian Beasley



Shawn Sly, M&S Local 506



Maryclare Manyuru



Mark Glazier, UA Local 170



Scott Shaw



Mike Logan, IBEW Local 213

Yudon Garie, MoveUP

Agreed To Item

between

Vancouver Shipyards Co. Ltd.

("the Company")

and

Poly-Party Council of Unions

(the "Union")

**Re: Standardization of numbering articles
Company Proposal #21 a)**

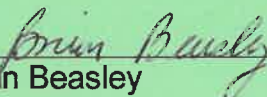
The Company and the Union agree to standardizing the numbering of articles in Appendix F of the Collective Agreement. For example "12.06"

Agreed the 1st day of November, 2023.

BARGAINING REPRESENTATIVES FOR THE COMPANY:



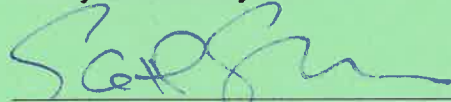
Dan Southern



Brian Beasley

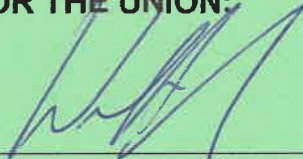


Maryclare Manyuru




Scott Shaw


BARGAINING REPRESENTATIVES FOR THE UNION:




Walter Gerlach, IAMAW Lodge 692



Shawn Sly, M&S Local 506



Mark Glazier, UA Local 170



Mike Logan, IBEW Local 213



Yvonne Garie, MoveUP



**Vancouver Shipyards
PROPOSALS 2022
Union Counter Proposal (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union		Date:	Time:
Number	Affected Article/MOU	March 14, 2024	
ER 26 and 29(a)	Call Out Procedure	Add New Sub-section 6.12 Counter proposal to ER 26 and 29(a)	

Article 6.12 – Overtime Call-Out Procedure for Security Guards

~~When additional shifts arise, all security guards will be notified informed. Initial call-outs for shifts will be offered to casual security guards. The provision of article 6 applies to all such work as regular time, not as overtime.~~

~~If no casual guard volunteers for the shift, the shift becomes available as overtime to the security guards with seniority. A second notification will then be sent to all security guards, indicating the opportunity for overtime.~~

~~Following the second notification, there will be an open window, concluding two (2) hours before the shift starts, for security guards with seniority to volunteer for the overtime shift. The shift will be awarded based on seniority.~~

~~Security guards who are awarded the shift whether on regular time or overtime must confirm their acceptance and availability for the shift as per the procedure outlined in the notification. When additional shifts become available, all security guards will be notified. Initial call-outs for shifts will only be available for casual employees who will not be incurring overtime.~~

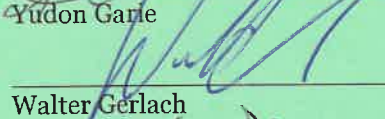
~~If no casual employees volunteer for the shift, a second notification shall be sent to all regular employees advising of the opportunity for overtime. The ability to claim the overtime shift will be open to all regular employees until two (2) hours before the start of the scheduled shift. The overtime shall be awarded to the most senior employee who confirmed their availability before the deadline. All overtime shall be awarded to regular employees before being awarded to casuals.~~

~~Employees who are awarded the shift, whether at straight time or overtime, must confirm their acceptance and availability as per the procedure outlined in the notification.~~

Signed off this 23 day of May, 2024.

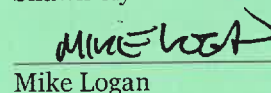
For the Union


Yudon Garie


Walter Gerlach


Mark Glazier


Shawn Sly

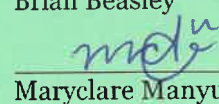

Mike Logan

For the Employer


Scott Shaw

Dan Southern


Brian Beasley


Maryclare Manyuru