

**APPENDIX "F"**

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

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## ARTICLE 1 PURPOSE

1.01

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

1.02 No Discrimination

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

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

## ARTICLE 2 UNION SECURITY AND RECOGNITION

2.01

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

2.02

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

2.03

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

2.04 Assignments of Wages and Employee Information

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

(a) employee Name

(b) ID number (if available)

(c) home address

(d) date of hire is

(e) job classification

(g) gross earnings for the applicable period

(h) amount of dues deducted

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

(f) employment status

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

### **ARTICLE 3 UNION REPRESENTATION**

#### **3.01 Union Recognition**

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

#### **3.02 Employee Contact**

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

#### **3.03**

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

#### **3.04**

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

#### **3.05 Right to have a Job Steward Present**

(a) An employee shall have the right to have a Job Steward present at any discussion with management personnel where the basis of the discussion is disciplinary in nature. The employee shall be given advance notice of the meeting and of his/her right to have a Job Steward present at the meeting.

(b) An Employee shall have the right to refuse to participate or to continue to participate in any discussion with management personnel, where the basis of the discussion is disciplinary in nature, until a Job Steward can be present. An Employee who exercises this right of refusal shall not suffer any prejudice, penalty or discipline as a result.

(c) This clause does not apply to discussions that are of an operational nature or do not involve disciplinary action.

## ARTICLE 4 THE RIGHTS OF THE EMPLOYER

### 4.01

The Union recognizes that the management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Employer and that the Employer shall have the right to select its employees and to discipline or discharge them for just and reasonable cause, provided that such rights are not exercised in a manner contrary to the provisions of the Agreement and subject to the right of the Union or employee to grieve as provided in Articles 17, 18 and 19 of this Agreement.

## ARTICLE 5 DEFINITION OF EMPLOYEES

### 5.02 Full-time regular

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

### 5.03 Part-time regular

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

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

### 5.04 Temporary

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

- (a) After completion of thirty (30) days employment, they shall receive Statutory Holiday pay based on their regular daily rate of pay. This will be paid if



either the Statutory Holiday falls on one of their normally scheduled work days or provided they have been paid a minimum of fifteen (15) days in thirty (30) working days immediately preceding the Statutory Holiday.

- (b) Vacation pay shall be paid at the date of termination calculated at the applicable percentage of gross earnings for the period employed.
- (c) Bereavement, Funeral and Jury Duty leave will be granted without pay, and duration will be on the same basis as for full-time regular employees with the same calendar service.
- (d) Union Business leave, Special Leave Without Pay and Educational Upgrading shall not be granted.
- (e) Temporary employees shall be paid not be less than the start rate for the classification they are backfilling, or a comparable position in the bargaining unit. Where a comparable position does not exist, the Employer will set the rate and advise the Union.
- (f) Reasonable notice of lay-off or termination, but not less than one (1) weeks notice shall be given by the Employer.
- (g) A Temporary employee attaining Full-time regular or Part-time regular status will have rights under this Agreement which are based on length of service and seniority dated from the start of continuous employment.
- (h) Article 16 of this Agreement shall not apply to temporary employees.

#### 5.05 Casual Employees

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

- (a) After completion of thirty (30) days employment, they shall receive Statutory Holiday pay based on their regular daily rate of pay. This will be paid if either the Statutory Holiday falls on one of their normally scheduled work days or provided they have been paid a minimum of fifteen (15) days in the thirty (30) working days immediately preceding the Statutory Holiday.
- (b) Vacation pay shall be paid at the date of termination calculated at the applicable percentage of gross earnings for the period employed.
- (c) Bereavement, Funeral and Jury Duty leave will be granted without pay, and duration will be on the same basis as for full-time regular employees with the same calendar service.
- (d) Union Business leave, Special Leave Without Pay and Educational Upgrading shall not be granted.

- (e) Rate of pay shall be not less than the start rate for the position in which employed and the Union advised for the purpose of deduction and remittance of applicable union dues.
- (f) Reasonable notice of lay-off or termination, but not less than one (1) weeks notice, shall be given by the Employer.
- (g) A Casual employee attaining Full-time regular or Part-time regular status will have rights under this Agreement which are based on length of service and seniority dated from the start of continuous employment.
- (h) Article 16 of this Agreement shall not apply to casual employees.

## ARTICLE 6 HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

6.01

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

6.02

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

6.03

Two (2) paid relief periods per day of fifteen (15) minutes each, will be provided and taken one (1) in the morning and one (1) in the afternoon.

6.04 Overtime Premiums

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

6.05

Overtime allocation...As per Article 6:01 of the collective agreement.

6.06

All time worked on Saturday and/or Sunday shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's straight time hourly rate.

6.07

An employee requested to work overtime beyond the regular work day shall be allowed a

one (1) hour meal period at the regular straight time hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

6.08

An employee called back to work after completing a regular days work or from a regular day off shall be paid overtime rates for a minimum of four (4) hours or for time worked, whichever is greater.

6.09

Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent of the overtime earnings.

6.10

Employees shall be at their respective positions ready to begin work at their scheduled starting time and shall not quit work in advance of their scheduled quitting time.

## **ARTICLE 7 STATUTORY HOLIDAYS**

7.01

The Employer agrees to provide all full-time regular employees with the following statutory holidays with pay:

New Year's Day	<u>Family Day</u>	Good Friday	Labour Day
Victoria Day	Easter Monday	Thanksgiving Day	Remembrance Day
Canada Day	Christmas Day	Boxing Day	BC Day

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

Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day off or days off with pay, to be taken on either a Friday or Monday or at a time mutually agreed with the Employer.

7.02

No work shall be performed by employees on the above-mentioned holidays, except in unforeseen circumstances. Work performed on such occasions to be paid for at 200% of the employee's pro-rated hourly rate and such employees shall be given an alternate day off with pay.

7.03

In the event any of the holidays enumerated in Section 1 above occur during the period of an employee's vacation, an additional day of vacation, with pay, shall be allowed for each holiday so occurring.

7.04 Floating Holiday

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

during the Christmas period.

## **ARTICLE 8 ANNUAL VACATIONS**

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

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

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

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

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

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

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

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

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

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

8.09 Employees who have completed one (1) or two (2) years' service shall be entitled to bank up

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

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

#### 8.10

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

### **ARTICLE 9 LEAVE OF ABSENCE**

#### 9.01 Union Business

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

#### 9.02 Bereavement Leave

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

#### 9.03 Funeral Leave

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

#### 9.04 Special Leave Without Pay

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

#### 9.05 Jury Duty

Employees who are required, by law, to serve as jurors or witnesses in any court, competent jurisdiction, or any proceeding resulting from employment with the Employer, shall be

granted leave of absence with pay for this purpose. The employees concerned shall deposit with the Employer any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.

#### 9.06 Pregnancy, Parental and Adoption Leave

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

#### 9.07 Educational Upgrading

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

### **ARTICLE 10 SICK LEAVE, WELFARE PLANS AND PENSION PLAN**

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

#### 10.01 Medical Plan and Extended Health Benefits

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

#### 10.02 Sick Pay Plan

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

#### 10.03 Long Term Disability

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

#### 10.04 Group Life Insurance Plan

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

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

#### 10.05 Pension Plan

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

#### 10.06 Dental Plan

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

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

Part B - pertains to major restorative expenses, such as crowns, bridges, dentures, endodontic

and periodontic treatment, etc.

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

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

#### 10.07 General

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

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

- (b) When an employee is receiving paid sick leave, WCB and/or the Long Term Disability Plan benefits, the Welfare Plan premium cost shall continue to be paid by the Employer.
- (c) An Employee's Sick Pay Plan will be reinstated as follows:
- (i) in the case of a recurring disability, full benefits will be reinstated within three months of return to active employment following the latest absence for the same illness or injury; and
- (ii) in the case of a new disability, full benefits will be reinstated within one month of return to active employment following the latest absence due to illness or injury.

#### 10.08 Extended Sick Leave Without Pay

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



of twelve (12) months.

## ARTICLE 11 SALARIES

### 11.01

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

### 11.02

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

### 11.03

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

### 11.04

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

### 11.05 Salary Progression

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

### 11.06

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

## 11.07 Salary Increases

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

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

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

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

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

## 11.08

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

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

### 12.01 Job Vacancies

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

### 12.02 Job Posting

- (a) Notice of all job vacancies shall be posted on the office bulletin board for three (3) working days (and where possible emailed to company email addresses) and shall include the job title, job grade, pay rate and a brief description of the job duties including necessary qualifications. The Employer shall also make every reasonable attempt (eg. by telephone to the employee's residence) to notify employees who are absent on vacation or leave during the posting period and who, prior to their leave, have informed the Employer of their interest in changing positions. Employees who make application during

this three (3) working day period will be considered for the job.

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

### 12.03 Promotions and Transfers

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

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

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

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

### 12.04 Probationary Period

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

- (b) Temporary employees attaining regular status shall have their temporary period of employment included in their probationary period.

### 12.05 Trial Period

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

### 12.06 Lay-off

If a reduction of office staff is necessary, the following procedure shall be adopted: the employee with the least amount of seniority in any job classification will be the first laid-off from that job, but they may displace an employee in the same or lower classification level with the least seniority in such job classification, providing they have the necessary

qualifications and ability required to perform the job and have greater seniority.

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

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

#### 12.07

- (a) Any regular employee with six (6) months or more of service, who is laid-off and who cannot or has chosen not to bump in accordance with Article 12.06 may elect either:
  - (i) to be placed on the recall list for a maximum of twelve (12) months
  - (ii) termination.
- (b) All regular employees with a minimum of one (1) consecutive years' service who elect termination in accordance with Article (a) (ii) above shall be entitled to severance pay of two (2) weeks' pay for each full year of service to a maximum of twenty-six (26) weeks. Severance pay shall be based on the employee's regular rate of pay at the date of severance and will on either the date the employee terminates and waives recall rights, or at the expiry of the recall period.
- (c) An employee who receives severance pay under this Clause is not eligible to receive severance pay under Article 16.05 (and vice versa) for the same separation of employment.

#### 12.08 Recall

- (a) Copies of up to date Recall lists and all notices of Recall will be sent to the Union Office.
- (b) Employees on the recall list shall have the right to return to their former job if it becomes vacant. However, all employees on the recall list shall have the right to apply for a vacancy in any job classification and if selected, shall be subject to a trial period of up to ninety (90) days. The Employer shall not post the vacancy until employees on the recall list have been considered.

#### 12.09

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

- (b) Employees on the Recall list will ensure the Employer has their current residential or email address for recall.

#### 12.10 Salary Policy on Recalls and Demotions

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

### **ARTICLE 13 SENIORITY**

#### 13.01

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

#### 13.02

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

#### 13.03

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

#### 13.04

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

#### 13.05

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

#### 13.06

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

#### 13.07

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

13.08

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

13.09

After satisfactory completion of the probationary period, seniority will commence from the date of hire.

## ARTICLE 14 GENERAL

14.01

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

14.02 Picket Lines

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

14.03 Bulletin Boards

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

14.04 Health & Safety

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

14.05 Personnel Files

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

Manager, Industrial Relations (or delegate) and make written comments.

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

#### 14.06 Bargaining Unit Work

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

#### 14.07 Parking

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

#### 14.08 Security Personnel

- (a) First aid 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.

## ARTICLE 15 DISCHARGE AND TERMINATION

### 15.01

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

### 15.02

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

### 15.03

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

## ARTICLE 16 TECHNOLOGICAL OR PROCEDURAL CHANGES & SEVERANCE PAY

### 16.01

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

### 16.02

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

### 16.03

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

### 16.04

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



## 16.05 Severance Pay

Severance pay shall be paid to employees who are terminated because of changes in administrative procedures, automation, consolidation, or suspension of business. Such Employees shall be entitled to severance pay in accordance with Article 12.07 (b).

## ARTICLE 17 GRIEVANCE PROCEDURE

### 17.01

**"Grievance"** means any difference or dispute between the persons bound by this Collective Agreement concerning the interpretation, application, administration or alleged violation of the Collective Agreement.

### 17.02

Grievance or complaints shall be settled in the following manner:

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

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

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

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

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

### 17.03

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

### 17.04

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

regular hours of work.

## **ARTICLE 18 - SINGLE ARBITRATOR**

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

18.01

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

18.02

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

18.03

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

“APPENDIX "A”

Salary Scales (Effective March 1, 2013)

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

Probationary Rate – 90% of salary rate

\*Level A Probationary Rate -- 80% for 1<sup>st</sup> 3 months -- 90% for next 6 months

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

**Compensation in Lieu of EDO (5.69%)**

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

## APPENDIX "B"

### TRANSITIONAL VACATION YEARS

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

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

### EXAMPLE OF VACATION ENTITLEMENT

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

	<b>Vacation Earned</b>	<b>Vacation to commence during period</b>
Jan 1/91 to May 31/91	5 days	June 1/91 to March 31/92
Jun 1/91 to May 31/92	13 days	June 1/92 to March 31/93
Jun 1/92 to May 31/93	15 days	June 1/93 to March 31/94
Jun 1/93 to May 31/94	15 days	June 1/94 to March 31/95
Jun 1/96 to May 31/97	18 days	June 1/97 to March 31/98
Jun 1/97 to May 31/98	20 days	June 1/98 to March 31/99
Jun 1/04 to May 31/05	23 days	June 1/05 to March 31/06
Jun 1/05 to May 31/06	25 days	June 1/06 to March 31/07
Jun 1/09 to May 31/10	28 days	June 1/10 to March 31/11
Jun 1/10 to May 31/11	30 days	June 1/11 to March 31/12

**APPENDIX "C"**

**LETTER OF UNDERSTANDING RE: COMPENSATION IN LIEU**

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

**NOTE:** These amounts are:

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

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## **APPENDIX "D"**

### **LETTER OF UNDERSTANDING**

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