

COMPREHENSIVE OFFER OF SETTLEMENT (E&O Excl.)

Vancouver Shipyards Co. Ltd.

and

Poly-Party Council of Unions

(May 23, 2024)

All proposals not specifically addressed herein are deemed withdrawn.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.”

Delete: “Niles Vertical Boring Mill, Niles Horizontal Boring Mill, Tos Boring Mill and Skoda Lathe at Vancouver Drydock.”

C#3 Article 5.03 Afternoon Shift

Add: “The shift start time may be adjusted to begin between 3:00 pm and 3:30 pm.”

Add: “Shift times may vary by Job Classification” (applies to 5.02, 5.03, 5.04)

C#18 (a) Appendix ‘B’

Delete: “Combination Welder/Burner to receive ten (10) cents per above the classification rate while working away from the Yard. Welder/Burner combination worker within the Yard to be clarified by discussion between the Unions and the Yard Manager.”

C#18 (b) Appendix ‘B’

Add: “The Helpers and Crane Operators seniority lists will not expand and will be eliminated by attrition.”

C#20 (a) Appendix 'A' LOU ("New") Re.: Alternative Work Schedules

"During the term of this Collective Agreement, in the event alternative work schedules are to be established, a joint committee comprised of an equal number of Management and Union representatives, not to exceed a total of eight (8) members.

"It is understood that the Parties will have the authority to add language to the Collective Agreement that will allow for such alternative work schedules that may include, but is not limited to, four (4) x ten (10) hour shifts, and to devise an implementation plan.

"Any matters in dispute may be referred to mediation to aid in their resolution."

C#20(d) Re.: Mechanics & Pipe – Shared Seniority list (VSY & VDC)

Undertaking: Post-ratification, where Local 550 and UA170 members are concerned, two (2) identical seniority lists will be created and managed independently for Vancouver Drydock (VDC) and Vancouver Shipyards (VSY). Through the application of Article 11.07, employees will eventually become members at one of the Shipyards.

C#29(b) Appendix 'F' – Article 14.08 (h) ("New") Re. Security Guard Chargehand

Add: *"The role of a Chargehand is recognized as a position with additional responsibilities and accountability. The Chargehand is an employee who is assigned to instruct other security personnel in the performance of their work and who may be held responsible for the quality of the work.*

"The Chargehand shall liaise with Management and other departments as necessary such as the Emergency Response Team.

"The Chargehand will be appointed by the Company and shall receive their rate plus nine percent (9%) per hour."

C#29(c) Appendix 'F' – Article 14.08 (i) ("New") Re. Casual Security Guards

Add: *"To maintain active employment status, casual security guards can only decline a maximum of three (3) shifts within a three (3) month period.*

"Casual security guards who exceed the maximum number of declined shifts are subject to layoff. Exceptions to this shift requirement may be made in cases of documented illness, approved leave, or other extenuating circumstances recognized by the Company."

Union Proposals:

U#36 – 39 Article 12.12 (Facilities)

Undertaking: The Company agrees to keep the Union informed of planned capital improvements to Facilities through discussion in Union/Management Meetings.

In addition to recent improvements (i.e.: late 2023 and early 2024) the Company has added washroom stalls in SOC 5/10 and has additional plans to add stalls in SOC40 in 2024. Additional change rooms and a lunchroom are planned for South of SOC 60.

U#47 Article 12.20 Re. Bereavement Pay

Amend: *“a period of three (3) consecutive working days” to “a period of three (3) working days”*

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

To:

“Additional leave of absence without pay may be granted and approval for such extended leave will not be unreasonably withheld.”

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)(11)

Amend: *“(e.g.: JSS)” to “(e.g.: Polar, MPV or other programs)”*

Amend: *“(Re: Enabling Clause – 12.27)” to “(Re: Enabling Clause – 12.26)”*

U#62 Appendix ‘B’ Letter of Understanding Re. Welding – Per 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#97

Re. Work Performed at VSY by Non-Poly-Party members

Undertaking: Post-ratification, the Parties agree to meet to review the work routinely done at VSY with the goal of reducing member complaints/concerns by:

- creating a table of facilities maintenance work in the Yard that is done by Poly-Party members on a normal and regular basis (i.e.: bargaining unit work);
- where bargaining unit work is concerned,
 - create a list of vendors that utilize bona fide union labour;
 - advise the Union of planned work in a timely fashion;
- where the work in the Yard is not considered bargaining unit work, it is understood that the Company may utilize vendor(s) of their choice;
- the Parties will periodically review the list to ensure it is reflective of current practices;
- any matters in dispute will be referred to expedited mediation/arbitration for resolution.

Monetary Package

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.”

U#34 Article 12.06 Re.: Mileage Reimbursement

Amend: *“When an employee does agree to use their automobile, they will be paid in accordance with the corporate mileage policy and any changes during the term of this Agreement would automatically apply.”*

U#59 / #89 Article 19 Wage Increases

- March 1, 2023 5.7%
- March 1, 2024 5.0%
- March 1, 2025 2.5% - COLA provision to a maximum of 4%
- March 1, 2026 2.5% - COLA provision to a maximum of 3%
- March 1, 2027 2.5% - COLA provision to a maximum of 3%
- March 1, 2028 2.0% - COLA provision to a maximum of 3%

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

- **“New”:** A one-time lump sum payment of \$2000.00 shall be made to all active Employees following ratification of the new collective agreement.
- **Term:** Six (6) Years, Expiring February 28, 2029