

COMPREHENSIVE OFFER OF SETTLEMENT

Vancouver Shipyards Co. Ltd.

and

Poly-Party Council of Unions

All proposals not specifically addressed herein are deemed withdrawn.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

A premium of ***time and one quarter (1 ¼)*** ~~fifteen cents (15¢) per hour~~ to be paid to Machinists while operating the ***LeBlond lathe*** ~~Large Lathe Washington,~~ ***or when performing boring processes on the Kiheung milling machine.*** ~~Niles Vertical Boring Mill, Niles Horizontal Boring Mill, Tos Boring Mill and Skoda Lathe at Vancouver Drydock.~~

C#18 (a) Appendix ‘B’

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

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#7 ARTICLE IV - UNION SECURITY

Add as follows:

4.07 Picket Lines

It shall not be a violation of this Agreement or cause for discipline of any employee 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.

U#10 ARTICLE V - HOURS OF WORK

Amend as follows:

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~~ **\$3.75** per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 3:00 pm, Monday.

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

5.04 Graveyard Shift Seven and three-quarter (7.75) hours shall constitute the shift's work (9:30pm 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~~ **\$5.15** per hour earned. Five (5) shifts shall constitute a week's work for this shift commencing at 9:30pm, Sunday.

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

U#14 5.07

Amend as follows:

It is the intention of the Company to continue to blow a warning whistle ~~five (5)~~ **ten (10)** minutes before the end of shift to allow employees to wash up. Any abuse of this privilege by the employees shall be subject to immediate corrective action by the Company.

U#21 8.10 & 8.11

8.10 delete

Amend to:

Employees who have completed twenty-five (25) years of service with the Company shall receive seven (7) weeks vacation in that year and subsequent years with vacation pay at the rate of fourteen percent (14%) of gross earnings.

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

Years

Two (2)	52 pay periods at six percent (6%)
Eight (8)	204 pay periods at eight percent (8%)
Fifteen (15)	382 pay periods at ten percent (10%)
Twenty (20)	512 pay periods at twelve percent (12%)
Twenty-five (25)	636 pay periods at twelve percent (12%) plus (14%)

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

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

U#27 Article 12 (“New”)

Unused paid Injury and Illness Leave granted under British Columbia’s Employment Standards Act, S. 49.1 as per legislation written at date of ratification, shall be paid out in January of the following year for all active employees as of December 31 of the current year.

U#34 12.06

Amend as follows:

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

U#36 – 39 Article 12.12 (Facilities)

Add as follows:

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

U#40 Article 12.12 (Facilities)

Add as follows:

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

U#44 Confined Space add Monetary component as follows:

Time and one quarter (1 1/4) shall be paid when an employee is required to work in a Confined Space.

U#47 Article 12.20 Re. Bereavement Pay

Amend as follows:

12.20 Bereavement Pay In the case of death in the family of an employee registered on the seniority list, or employed for a minimum of one full pay period of employment, leave of absence with pay shall be granted for a period of three (3) ~~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.~~ **and** approval for such extended leave of absence will not be unreasonably withheld.

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

U#53 14.01

Amend as follows:

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

- ~~—less than 5 years service—1 day per year~~
- ~~—5 years to 10 years service—10 days~~
- ~~—10 years to 20 years service—1 day/year (minimum 15 days)~~

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

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

~~*One (1) week per year of service, to a maximum of twenty-six (26) weeks.*~~

U#59 / #89 Article 19 Wage Increases

- March 1, 2023 10.0%
- March 1, 2024 7.0%
- March 1, 2025 4.0%
- March 1, 2026 4.0%

COLA Provisions: COLA protection of 2.5% above negotiated increase. Employees will receive COLA, based on Vancouver CPI average for previous calendar year to Collective Agreement Anniversary Date (i.e.: January 1 – December 31 of previous year).

Safety Advisors to have a two dollar and fifty cent (\$2.50) wage increase to the classification rate, prior to the March 1, 2023 general wage increase.

U#60 Article 19 HW&P

- March 1, 2023 \$.40
- March 1, 2024 \$.40
- March 1, 2025 \$.40
- March 1, 2026 \$.40

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)(5) Premiums Esquimalt Graving Dock

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

Delete: (G)(11)

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

U#68 *Maintenance Tool Allowance:*

Add as follows:

Apprentices of the Maintenance Department shall receive \$2.50 per hour for all hours worked to compensate them for tool allowance.

Journey Persons of the Maintenance Department shall receive \$1.50 per hour for all hours worked to compensate them for tool allowance.

The company also agrees to sign a completed T2200 Declaration of Conditions of Employment form to allow for purchased tools to be written off.

U#76 *Appendix B, C, D and E Chargehand and Leadhand differentials increase*

Amend as follows:

Chargehands: Journeyperson's rate plus ~~nine (9%)~~ **twelve** percent **(12%)** per hour.

Leadhands: Journeyperson's rate plus ~~two (2%)~~ **five** percent **(5%)** per hour.

U#78 **1.03** *Impact of Legislation*

Add as follows:

(a) In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

(b) The Parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.

(c) If after forty-five (45) working days from the commencement of negotiations referred to in this article, the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.

U#81 9.06 *Maternity, Pregnancy, Parental, and Adoption Leave*

Amend as follows:

~~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.~~

- (a) *Employees shall be eligible for Maternity, Parental, or Adoption leave in accordance with the Employment Standards Act.***
- (b) *In addition, Employees who have completed one (1) year of continuous service shall be eligible, in accordance with the Company's Policy (Revised August 2012), for the following:***
 - (i) *During the one (1) week waiting period, Employees shall be paid ninety percent (90%) of their weekly salary:***
 - (ii) *For the sixteen (16) week Maternity Leave and for the first fifteen (15) weeks of Parental or Adoption Leave, the Company will top up the salary over and above the EI benefits to ninety percent (90%) of their weekly salary for a total of up to thirty-two (32) weeks of leave, to a maximum of twenty-five thousand dollars (\$25,000.00);***
- (c) *Employees who voluntarily terminate within six (6) months of the conclusion of the Maternity or Parental Leave, are required to repay the entire top-up benefit in full to the Company.***
- (d) *Vacancies created by Maternity Leave/Parental Leave will be posted as Temporary positions (ie: the Employee must be reinstated to their former position).***
- (e) *Such leave will not affect annual vacation entitlements or seniority.***

U#84 Appendix 'F' Article 9.10 ("New") Re. Domestic or Sexual Violence Leave

Add as follows:

"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 14.04 Health & Safety

Amend as follows:

- (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 ~~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) 14.08 Security Personnel

Amend as follows:

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

U 87(e) 14.08 Security Personnel

Amend as follows:

- (e) Security Personnel to receive ~~\$0.25~~ **seventy-five (\$.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 differentials shall be paid for each shift in its entirety, inclusive of overtime shifts.**

U#88 Appendix "A"

Amend as follows:

Salary Scales (Effective March 1, 2018)

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	\$33.52 x 162.5 hours (7.5 hrs/day) \$31.49 x 173 hours (8hr/day)
<u>E1</u>	<u>Security Guard</u>	<u>\$5,579.00</u>	\$32.25 x 173 hours (8hr/day)
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	

U#97 Re. Work Performed at VSY by Non-Poly-Party members

Add as follows:

Unions recognized as bona fide unions by the Polyparty will pay permit fees to the appropriate union when performing approved work at Vancouver shipyard. Work will be mutually approved by the Union and Company.

U#99 G13. Letter of Understanding- Living Out Allowance

Add as follows:

Daily LOA rate shall be governed by the CLRA I.C.I agreement 9.3.1 (a) on a 7 days a week basis. Initial and Terminal travel shall be discussed.

U#102 Amend: Pay periods will be weekly