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| SOURCE | Union | | |
| EFF. | 99 | 06 | 01 |
| TERM. | 2003 | 05 | 31 |
| No. OF EMPLOYEES | 120 | | |
| NOMBRE D'EMPLOYÉS | 120 | | |

COLLECTIVE AGREEMENT

between the

POINT HOPE SHIPYARD CO. LTD.

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from June 1, 1999 to May 31, 2003

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ARTICLE 1 - OBJECTS OF AGREEMENT

1.1

The purpose of this Agreement is to *set* forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of both Parties.

1.2

Further, the purpose of the **Agreement** is to facilitate the **peaceful** adjustment of all disputes and grievances in accordance with procedures contained within this Agreement, to prevent strikes, lockouts, slowdowns, or other interferences within the workplace.

1.3 Human Rights Act

- (a) The Employer and the Union will make every attempt to handle complaints or grievances under this clause with confidentiality.
- (b) The Parties hereto subscribe to the principles of *the Human Rights Act of British Columbia*. Any alleged violation of the *B.C. Human Rights Act* will be dealt with by:
 - (1) The General Manager of the Employer and the Staff Representative of the Union will meet to discuss the alleged violation, and attempt to reach an equitable solution, the complainant will have the right to be present at the meeting.
 - (2) If a solution cannot be agreed upon at that meeting, the Union will have the right to file a grievance.

ARTICLE 2 - UNION RECOGNITION AND SECURITY

2.1 Bargaining Agent Recognition

- (a) The Employer **recognizes** the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.
- (b) Those employees **recognized** by the Employer and the Union as properly belonging to the bargaining unit will be required to become members and pay dues to the Union and maintain membership in good standing.

2.2 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of Point Hope Shipyard Company Limited except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions as per Appendix 4.
- (b) New positions established by the Employer shall be subject to agreement between the Union and Employer and if agreed, then listed in Appendix 4.
- (c) Bargaining unit employees will retain their seniority within their trade group for a period of sixty **(60)** working days subsequent to commencing employment in an excluded position that is considered regular and ongoing.

(d) Bargaining unit employees will retain their seniority within their trade group during employment in an excluded position that is not considered regular and ongoing. The Employer will keep the Union informed of the status of bargaining unit members in these positions.

2.3 No Other Agreement

No employee covered by this Agreement shall be required or be permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

2.4 No Discrimination

The Employer and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of his/her membership or activity in the Union, or by reason of his/her being a Shareholder of the Company.

2.5 Union to Inform Employer of Status

The Union will keep the Employer informed of the membership status of all bargaining unit employees.

2.6 Union Security and Hiring Procedure

(a) Membership in the Union is a condition of employment and new employees will be notified at the time of hiring to apply immediately for membership in the Union.

(b) The Employer agrees to hire on and recall Union members subject to the provisions of the Collective Agreement.

(c) In the event the Employer has recalled all available Union members from the seniority list within a specific trade group; the Employer will contact the Union for a list of unemployed members of the Union from the shipyard industry for consideration. The Employer will provide the Union with necessary employee information for new hires.

(d) The Employer will keep the Union informed of laid off and recalled employees by facsimile. The Employer will post the layoff and recall notice at worksite locations designated by the Union. The notice will be posted at the end of the shift in which the layoff occurs. Chargehands will individually notify each employee to be laid off.

(e) *Recalls*

(1) *Recall in Scheduled Period*

(i) The scheduled period of time for recall of employees on layoff shall be from 2-3 p.m. daily on days of operation.

(ii) Employees on layoff are required to be available at their contact point during this period or to make mutually acceptable alternate arrangements with the company.

(iii) Employees, who are not available or refuse an offer of recall for three shifts or less during the scheduled period, shall have missed an opportunity for work.

Employees who are not available or refuse an offer of recall for four (4) shifts or more shall have counted as a bypass.

(iv) The most senior person in the trade group will be called to begin work no sooner than the next scheduled shift which is scheduled to begin at least eight (8) hours from the time of the call unless agreed to by the employee to commence earlier.

(2) *Recall Outside the Scheduled Period*

For immediate and unexpected requirements where employees are contacted for recall outside the scheduled period, the Employer will make recalls in order of seniority and the first available person will be called in and hired for a period not exceeding three (3) regular shifts. Employees who were not available will not be subject to bypasses.

(3) *Recall Administration*

All recalls will be facilitated through payroll personnel and shall be recorded in a recall book which shall be available to Union representatives upon request.

(4) For all bypasses and termination of seniority, the employee will receive a confirmation letter by courier or Priority Post. For the termination of seniority a Union Steward will be required to witness the telephone call.

(f) Each employee is required to provide the Employer and Union with up to date address and telephone numbers, including any temporary numbers. It is the responsibility of the employee to provide a means of receiving messages.

2.7 All Work Performed by Union Members

All revenue producing work carried out by the Employer shall be performed by the members of the Union.

For the purpose of this Agreement, Stores, First Aid, Tool Crib Attendant, and Truck Driver(s) functions will be considered revenue-producing.

Non-revenue producing work will be performed by Union members, wherever practical, except after consultation with the Joint Workplace Committee.

2.8 Contracting Out

The Employer will endeavour to assure that, there will be no contracting out or subcontracting of revenue-producing work. This clause shall not, however, be construed in any way to prevent the Employer from using specialist labour **from** engine manufacturers, service companies or firms **specializing** in such work as the servicing of **firefighting** or refrigeration equipment or the installation of insulation or composition decks subject to prior approval of the Union.

2.9 Union Approval for Subcontracting

All work on vessels, ships, boats, barges, and related equipment within the confines of the Employer's workplace or any related workplace, either domestic or foreign, shall be performed by Union members, except with prior approval of the Union. Such permission will not be unreasonably withheld.

2.10 Recognition and Rights of Union Representatives and Stewards

The Employer **recognizes** the Union's right to appoint or elect a steward for each trade group. The Union agrees to provide the Employer with a list of the employees designated as Union Representatives and Stewards. A Union Representative or Steward shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Such permission will not be unreasonably withheld.

The Steward, in the performance of his/her duties, shall receive the same rate of pay and premiums until his/her scheduled quitting time.

The duties of the Steward shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions;
- (d) attending meetings at the request of the Employer.

In the event that Union Steward participation is required in (a) or (b) above, one steward shall be involved. These duties will be monitored by the Union.

Under no circumstances shall a Union Representative or Steward take any action or issue any instructions which will interfere with the operation or affairs of the Employer or direction of the work force unless otherwise specified in the Collective Agreement or the Legislation of the Province of British Columbia,

2.11 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.12 Union Insignia

A Union member shall have the right to wear or display the **recognized** insignia of the Union. The Union agrees to **furnish** to the Employer at least one Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.13 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line. Any employee failing to report for duty at the assigned work location shall be considered to be absent without pay. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. Every effort shall be made by the Employer to **find** suitable work at another location that is not affected by the dispute.

2.14 Time Off for Union Business

- (a) *Withoutpay* - leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their *general* work area;
 - (3) for three **(3)** employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee to prepare for negotiations and to attend negotiations with the Employer;
 - (4) to employees called by the Union to appear as witnesses before an Arbitration Board, or the Labour Relations **Board**;

(b) To facilitate the administration of this Article when leave without pay is granted, the leave shall be given with pay, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this article shall include **sufficient** travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.15 Discontinued Employment

Upon written notice from the Union to the Employer that an employee is not a member of the Union, the Employer shall immediately discontinue the employment of such employee.

ARTICLE 3 - CHECK OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct **from** the wages of each employee in the bargaining unit whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution **and/or** Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information:
- Surname and First Name
 - Gross Pay
 - Amount of dues deducted

*Note: The Employer will make every reasonable **effort** to provide the Social Insurance Number during the **life** of this Agreement.*

- (e) Before the Employer is obliged to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee **organization** other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except the current Social Club.
- (g) An employee shall, as a condition of continued employment, complete an **authorization** form providing for the deduction from an employee's wages the amount of the regular dues payable to the Union by a member of the Union.
- (h) The Employer shall provide to the employees in the appropriate section of the **T4** slip, the amount of the Union deductions paid to the Union in the previous year, prior to March 1 of the succeeding year.

ARTICLE 4 - MANAGEMENT RIGHTS

- (a) The entire management of the Employer and the direction of the working forces are vested exclusively in the Employer and the Union shall not in any way interfere with those rights.
- (b) In the exercise of managements rights, the Employer will not treat any employee in an unfair or discriminatory manner and will observe the provisions of this Agreement at its place of business.

ARTICLE 5 - EMPLOYER-UNION RELATIONS

5.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper **authorization** of the Union. To implement this the Union shall supply the Employer with the names of its designated representatives, and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5.2 Union Bargaining Committees

A Union Bargaining Committee shall consist of three **(3)** employees. The Union shall have the right at any time to have the assistance of members and the staff of the Union when negotiating with the Employer. The Union is limited to no more than three **(3)** additional Union staff or members at one time during negotiations.

5.3 Union Representatives

- (a) The Union Staff Representative shall be granted access to the Yard during working hours to conduct Union business provided there is no disruption of work.
- (b) The Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Employer of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

5.4 Technical Information

The Employer agrees to provide to the Union such information, i.e., age, sex, days lost to work related injuries or sickness that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

5.5 Joint Union/Management Meetings

- (a) Once every four **(4)** months, or as required, but not less than once every four **(4)** months, the Union and Employer appointed personnel shall meet to discuss problems that may arise concerning the application and operation of this Agreement.
- (b) It is agreed that a Workplace Cooperation Committee shall be formed and will include representatives of the Union and the Employer.

Members will be selected by the respective group. The Union and Employer shall each have three representatives. The membership may be expanded by mutual agreement for special needs or for temporary participation. The Committee will meet regularly or at the request of either party for extraordinary situations. The date, time and location of the meetings shall be by mutual agreement of the parties and be held within two weeks of the request.

Function of the Committee

The Committee shall consider issues that impact the work environment, the well-being of the employees in the workplace and those practices that effect productivity and **efficiency** including:

- (1) health and safety including Workers' Compensation obligations;
- (2) ergonomics;
- (3) use of technology and the impacts to employees;
- (4) team work;
- (5) participation of employees in the workplace;
- (6) recognition;
- (7) resolution of situations which lead to **misunderstandings**; and
- (8) communication **in** the workplace.

The Committee shall formally communicate its activities and decisions to all employees on a regular basis.

The Committee shall not participate in the interpretation of the collective agreement or the resolution of grievances.

5.6 Work Opportunities

To enhance the opportunity to obtain work, the Union agrees to consider amendments to this Agreement on a project basis if so requested by the Employer.

ARTICLE 6 - GRIEVANCES

6.1 Grievance Procedure

(a) The Employer and the Union **recognize** that grievances may arise concerning:

- (1) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement or **arbitral** award, including a question as to whether or not a matter is subject to arbitration; or
- (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.

(b) The procedure for resolving a grievance shall be the grievance procedure in this article.

6.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

6.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 6.4, must do so no later than fourteen (14) days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) which he/she first became made aware of the action or circumstances giving rise to the grievance.

6.4 Step 2

- (a) Subject to the time limits in Article 6.3, the employee may present a grievance at this level by:
- (1) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances **from** which it arose;
 - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting his/her grievance to the Operations Manager through a Union steward, or Union designate.
- (b) The Operations Manager shall:
- (1) forward the grievance to the representative of the Employer **authorized** to deal with grievances at Step 2; and
 - (2) provide the Steward or Union Designate with a receipt stating the date on which the grievance was received.

6.5 Time Limit to Reply at Step 2

- (a) Within seven (7) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated Union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

6.6 Failure to Act

If the President of the Union or his/her designate, does not present a grievance to the next higher level, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any **future** grievance.

6.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 7, the President, or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) fourteen (14) days **after** the Employer's decision has been received; or
- (b) fourteen (14) days **after** the Employer's decision was due.

6.8 Administrative Provisions

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail, facsimile, courier, or other registered means.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were received.

6.9 Deviation from Grievance Procedure

The Employer agrees that, **after** a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

6.10 Policy Grievance

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union President or his/her designate as the case may be, within thirty (30) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 7.

6.11 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end an Arbitration Board shall have the power to correct errors or omissions to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. Either Party will notify the other Party of any proposed amendments to the grievance at least one week prior to the hearing.

6.12 Effective Date of Settlements

Settlements between the Parties may be reached at any step of the grievance procedure.

6.13 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

ARTICLE 7 - ARBITRATION

7.1 Notification

(a) Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement including any question as to whether a matter is **arbitrable**, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, **after** exhausting the grievance procedure in Article 6, notify the other Party within fourteen (14) days of the receipt of the reply at Step 2, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by registered means to the other Party.

(c) Where the matter in dispute is a dismissal grievance, the Arbitrator shall set a date for the hearing to be held seven (7) weeks from the date that such a hearing is requested.

7.2 Assignment of a Single Arbitrator

(a) When a Party has requested that a grievance be submitted to an arbitration, a single arbitrator shall be selected **from** the list as set out in Appendix 2.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

- (c) The Parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.

7.3 Board Procedure

In this article the term "*Board*" means a single arbitrator.

The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

7.4 Decision of Board

The decision of the Arbitration Board shall be final, binding, and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

7.5 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Arbitration Board to clarify the decision, which it shall make every effort to do within seven (7) days.

7.6 Expenses of Arbitration Board

Each Party shall pay:

- (a) The fees and expenses of its own representatives and witnesses.
- (b) One-half of the fees and expenses of the Arbitration Board.

7.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties, but the same must be in writing.

7.8 Expedited Arbitration

- (a) The Parties shall meet every two (2) months to review any outstanding grievance(s) filed in order to determine by mutual agreement those grievance(s) suitable for this process, and shall set a date not more than two (2) months in advance to hear the grievance or grievances considered suitable for expedited arbitration.
- (b) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve grievances.
- (c) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. Only reasons that the arbitrator deems appropriate to convey a decision will be written.
- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) Either Party may remove a grievance from the expedited arbitration process at any time prior to hearing and forward it to a regular arbitration hearing pursuant to Clause 7.2. Every effort will be made

by either Party to provide at least two (2) weeks notice to remove such grievance. The Party removing such a grievance will provide the other Party the reason(s) for removal.

- (g) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- (h) No later than four (4) weeks prior to a scheduled expedited hearing, counsel for the Parties shall meet in an attempt to resolve the matter.
- (i) Following the meeting in (h) above and one (1) week prior to the hearing, if there is no resolution the Parties will prepare a Statement of **Agreed** Facts for presentation at the hearing. They will identify the names of all witnesses that they intend to call and will advise the other Party of the purpose for which that witness is being called. They will also identify any preliminary issues that they intend to raise with the arbitrator and the remedy being sought.
- (j) The Parties shall make every reasonable attempt to **minimize** the use of witnesses in the expedited arbitration process.

ARTICLE 8 - DISMISSAL, SUSPENSION AND DISCIPLINE

8.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

8.2 Dismissal

Any employee may be dismissed immediately from the employ of the Employer for any or all of the following reasons: theft, wilful destruction or damage to Employer property or fellow employees' property, refusing to perform normal work duties at the workplace when requested to do so by an Employer representative (e.g., chargehand, leadhand, supervisor), fighting in the workplace, consuming non-prescription drugs or alcohol, working in an unsafe manner which may **jeopardize** other employees or not following general safety rules as specified by the Employer safety policy and **WCB** safety regulations.

8.3 Letters of Reprimand

- (a) Save and except in the case of summary dismissal for cause under Article 8.2 of this Agreement, the Employer will issue three letters of reprimand prior to dismissing an employee. **The** first letter will be given to the employee and a copy will be sent to the Union, specifying the **infractions**, e.g. contract safety, lateness, absenteeism, drinking or being drunk on the job site. The second letter will inform the Union and the employee of the continuance of infractions and a three (3) day suspension without pay will be issued. The third letter will inform the Union and the employee of the continued infractions and of immediate dismissal of the employee.
- (b) Letters of dismissal and letters of suspension of three (3) days or greater will remain on an employee's file.
- (c) Upon the employee's request any such document, other than formal employee appraisals and letters of suspension or dismissal, shall be removed from the employee's file after expiration of 18 months from the date it was issued provided there has not been a **further** infraction.

8.4 Right to Have Steward Present

If an employee is to be interviewed for disciplinary purposes, he/she shall have the right to have a steward present during the discussion.

8.5 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer. The burden of proof of the validity of the grounds shall lie with the employee.

ARTICLE 9 - HOURS OF WORK

9.1 Day Shift

The normal work day for hourly paid employees shall be from 7:30 a.m. to 11:30 a.m. and from 12:00 noon to 4:00 p.m., Monday to Friday inclusive. This shall be known as the day shift and shall be paid at straight time for eight (8) hours maximum. Forty (40) hours shall constitute a week's work for employees employed on the day shift. Commencing at 3:55 p.m. five (5) minutes shall be allotted for returning tools to stores, making out time sheets and washing hands.

9.2 Night Shift

The night shift shall consist of seven and one-half (7½) hours of work between the hours of 4:00 p.m. and 11:59 p.m. on the same days as the day shift and one-half (½) hour break for a meal at a time to be mutually agreed to by the employees and the Employer. The night shift shall be paid at such a rate that for the seven and one-half (7½) hours worked they will receive the equivalent of eight (8) hours pay at the straight time rate.

9.3 Graveyard Shift

The graveyard shift shall consists of seven (7) hours of work between the hours of 11:59 p.m. to 7:29 a.m. on the same days as the day and night shifts and a one-half (½) hour break for a meal at a time to be mutually agreed to by the employees and the Employer. The graveyard shift shall be paid at such a rate that for the seven (7) hours worked they will receive the equivalent of eight (8) hours pay at the straight time rate.

The Parties agree to review the benefits of the graveyard shift two (2) months prior to expiry date of the Collective Agreement.

9.4 Premium Pay for Change of Shifts

- (a) An employee ordinarily employed on any shift who is assigned to another shift for less than three (3) shifts shall be paid for time worked on the first shift at overtime rates, if there are not eight (8) clear hours between the end of the regular shift and the first shift change.
- (b) If mutually agreed to between the Union and the Employer, and providing the Employer can show reason (such as tidal or climatic conditions), the starting time of a shift may be changed to a suitable time and end at a corresponding time. In such cases, time worked in excess of eight (8) hours shall be paid at the applicable overtime rate.

9.5 Rest Periods

There will be two (2) ten (10) minute rest periods scheduled close to the middle of each half of each shift. Rest period scheduling shall be mutually agreed to between the Union and the Employer. Union members are not allowed to leave the workplace without permission of the Employer.

9.6 Reporting to the Workplace

- (a) Employees will be at the designated workplace and ready to start work at the designated starting time, except as otherwise provided in this Agreement.

The designated workplace shall be defined as within a ten (10) kilometre radius from Victoria City Hall. This radius shall be determined by the shortest route by road vehicle.

If employees are required to change workplaces during the course of their shift, or if they are required to report to a workplace outside of the defined workplace, they shall be paid thirty-four cents (34¢) per kilometre. Parking expenses in addition to the originally designated workplace on a given day will be borne by the Employer upon submission of receipts.

Travel to a workplace outside of the defined workplace is measured from Victoria City Hall. If the distance to the workplace is closer to an employee's home than the designated workplace, then no travel will be paid.

- (b) The provisions of this clause do not apply to employees on travel status as provided for in Article 21.

9.7 Normal Work Day

The normal work day for hourly paid office employees shall be eight (8) hours with lunch taken to facilitate the smooth running of the office. The overtime rates as hereinafter shall apply to hourly paid office employees.

9.8 Night Watchperson's Work Day

The Night Watchperson's work schedule will be as agreed to during 1994 negotiations. Amendments will be subject to the mutual agreement of the Parties.

9.9 Shift Cancellation

Employees who report for their regular shift shall receive a minimum of:

- (a) two (2) hours' pay unless the employee is unfit to perform his/her duties or he/she has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board, or
- (b) where the employee commences work, four (4) hours pay unless his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case paragraph (a) applies.

ARTICLE 10 - OVERTIME

10.1 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) one and one-half times (1½x) an employees's hourly rate of pay for the first three (3) hours of overtime in excess of a full shift;
- (b) two times (2x) an employee's hourly rate of pay for overtime in excess of (a) above;
- (c) two times (2x) an employee's hourly rate of pay for work on Saturdays and Sundays.

10.2 Offers of Overtime

- (a) Workers currently working on a given project, shall be given first consideration by the Employer for available overtime.
- (b) An overtime availability list shall be posted at each **worksite** so that those interested in working overtime can sign up indicating availability for that week.
- (c) All employees shall have the right to refuse overtime without being subject to disciplinary action for refusing.

10.3 Rest Interval After Overtime

- (a) A minimum period of nine (9) hours rest before starting work must elapse between all shifts or the premium in (b) below applies.
- (b) An employee required to work overtime adjoining his/her regularly scheduled **shift** shall be entitled to nine (9) clear hours between the end of the overtime work and the start of his/her next regular shift. If nine (9) clear hours are not provided, a premium calculated at two times (2x) the hourly rate shall apply to hours worked on the next regular **shift** until nine (9) clear hours have passed.
- (c) An employee not reporting to his/her next regular shift until nine (9) clear hours have lapsed from the end of the overtime or regular shift will not suffer a shortfall in hours paid.

10.4 Overtime Meal Allowance

When an employee is required to work more than two (2) hours past his/her normal quitting time, he/she shall be entitled to a hot meal supplied by the Employer. The one-half (½) hour meal break is not considered as time worked.

The hot meal supplied must be of an acceptable standard. The Employer and the Union will select the food supplier.

If a hot meal is not provided, the Employer shall pay a \$12 meal allowance.

10.5 Call Out

Employees called out shall receive not less than three (3) hours at two times (2x) the hourly rate for the time of the call out.

10.6 Docking Crew Minimum

The Parties agree to waive the contract provisions on "*callout*" with respect to the Docking Crew under the following conditions.

- (a) When an employee is called in, **after** his/her regular **shift**, to dock or **undock** a vessel, he/she **shall** be paid a minimum of two (2) hours at the overtime rate in Clause 10.1.
- (b) There shall be no requirement to remain on the job doing other work for the unexpended period of time under two (2) hours.
- (c) There shall be no splitting of the regular shift or overtime rates will apply to a minimum of a **full Shift**.

ARTICLE 11 - LATE LUNCH PROVISION

Employees required to work during their regular one-half (½) hour lunch period shall be entitled to a regular lunch break no longer than one and three-quarters (1¾) hours after their regularly scheduled lunch break. If an employee is still required to remain on the job and is unable to receive their lunch period within the prescribed time period, he/she will receive an additional one-half (½) hour's pay at straight time (but takes the lunch break).

It is agreed and understood, employees receiving additional pay pursuant to this provision, will not be required or entitled to leave their shift early, in lieu of the additional pay.

This provision does not apply to docking and **undocking** crews.

ARTICLE 12 - PREMIUM PAY

12.1 Application

An employee required to work in, or affected by the conditions noted in this Article shall receive the applicable premiums. The Employer and employees will undertake to observe and practice good rules of health, safety, maintenance and sanitation of the work site.

12.2 Dirty Money

A two dollar (\$2) per - hour premium will be paid for all dirty work that is not part of the normal duties of the job. A Union Representative or a steward from the trade group, together with a Management Representative are to decide on how all work is to be classified. To be eligible for the premium, the dirty work conditions shall be decided before the job commences. There will be no premium for new construction unless under exceptional circumstances. Dirty work is defined as being exposed to an unusually foul or dirty condition or being required to enter an unclean black water tank.

12.3 Confined/Restricted Space

A two dollar (\$2) per hour premium will be paid when employees work for one (1) hour or more in an enclosed space, a tank or double bottom, the dimensions of which restrict the employee to working in a kneeling position or lower and preclude the employee **from** periodically standing. Unique situations will be discussed between the Employer and the Union Representative and evaluated on their merits before the job starts.

12.4 Welding and Burning

Welding and burning on non-ferrous metals and paint that is not removable shall be paid at fifty cents (50¢) per hour above the regular hourly rate. This clause does not apply to new aluminium construction.

12.5 Sandblasting and Gouging

Sandblasting and gouging shall be paid at a premium of one dollar (\$1) per hour above the regular hourly rate for Journeypersons and two dollars (\$2) per hour above the regular hourly rate of Labourers. This clause does not apply to new aluminium construction.

12.6 Hull Painting and Pressure Washing

Underwater hull painting or pressure washing at 10,000 PSI or more shall be paid at a premium of one dollar (\$1) per hour above the regular hourly rate.

12.7 Enclosed Spray Painting

Enclosed spray painting shall be paid for at fifty cents (50¢) per hour above the regular hourly rate.

12.8 Asbestos Removal

Employees required to work with, or within the area where asbestos removal is taking place will be paid an additional premium of two dollars (\$2) per hour.

12.9 Pyramiding of Premiums

There shall be pyramiding to a maximum of two (2) of the highest rated premiums when an employee works in more than one of the conditions covered by this Article.

12.10 Agreement on Premiums

In all cases where premium pay is to be claimed by the employee, a Union Representative or a steward and the Chargehand for the trade concerned, shall decide on whether premiums will be applicable to the work concerned. This decision should be made prior to commencement of the work. If an agreement is not reached by the above process the matter will be decided by the Operations Manager and a designated Union Representative. There may be circumstances which arise during the work day that were unforeseen, and for which premium pay may be applicable. It is agreed, these circumstances must be brought to the attention of the Chargehand as soon as possible for the resolution as above.

ARTICLE 13 - FRINGE BENEFITS**13.1 Clothing Allowance**

All employees will receive a clothing allowance of twelve cents (12¢) for each hour worked in addition to the hourly rate which is applicable to their classification.

The purpose of this clothing allowance is to help defray costs of steel-toed shoes, personal rain gear, coveralls, and any other clothing required for a normal work day.

13.2 Cleaning Supplies

The Employer will continue to supply soaps, cleaners and towels.

13.3 Welders' Gloves

One pair of welder's gloves shall be supplied by the Employer to each employee who requires them. The Employer will replace at no cost damaged or worn out gloves upon the surrender of such gloves to the Employer.

13.4 Suitable Clothing

The Employer shall supply employees working on steam cleaning, tank cleaning, painting or in the presences of corrosive solution(s), with suitable clothing at its own cost (i.e., cotton gloves).

13.5 Loss of Tools and Equipment

The Employer will replace employee's personal tools with tools of equal value where it can be verified that the tools were lost, damaged or stolen other than by employee negligence in the course of doing the assigned job. It is understood that an employee is responsible for the safekeeping of his or her tools.

Each employee with tools and equipment is to provide his/her supervisor with two lists of tools and equipment:

- (a) The personal tools and equipment that the employee requires for work at Point Hope Shipyard Co. Ltd.
- (b) The tools and equipment that remain on the premises of Point Hope Shipyard Co. Ltd. when the employee is laid off.

The employee and supervisor shall mutually agree to the tool lists and sign the lists and subsequent amendments as required. The signed lists will be retained in a location assigned by the Employer.

Any disputes in regard to this article shall be referred to the Workplace Cooperation Committee, as per Article 5.6, for resolution.

ARTICLE 14 - SENIORITY

14.1 Seniority by Trade Group

Seniority by trade group for the purposes of this Agreement shall be defined as the position on the current seniority list.

14.2 Definition of Trade Group

Trade groups for the purposes of this Agreement shall be understood to mean those trades identified in this Collective Agreement.

14.3 Layoff and Recall by Trade Group

Trade group seniority is used to determine the order of layoff and recall within a particular trade group.

14.4 Seniority When Working in Different Trade Groups

Where an employee is regularly scheduled in different trade groups the employee's seniority will accrue within the trade group where most days are worked. In the event that an employee is regularly scheduled to work an equal amount in different trade groups, the employee may elect the trade group in which he/she will accrue seniority. Once the choice is made, it will not be altered.

14.5 Seniority after Probation

For the purpose of this Agreement, seniority shall only apply to an employee who has completed his/her probationary period. Seniority within each trade group will be fixed as of the date of completing a successful probationary period.

14.6 Permit Working Card

No seniority shall be accrued by employees in receipt of a permit working card issued by the Union.

14.7 Seniority Maintained on Layoff

When employees are laid off due to lack of work, seniority shall be maintained for a period of twelve (12) months providing work is not available. Any employee with seniority standing, when recalled back to work, shall have the right to decide on a bypass. After bypassing the work call once, the employee shall lose his/her seniority standing if he/she does not come in on the next call.

14.8 Second Recall Notice

The second recall notice to work may not be given until a full calendar month has passed subsequent to the month in which the first notice was given. Sickness confirmed by a doctor will not be counted as a bypass. If the employee receives a second recall notice as herein before provided and refuses to return to work, his/her seniority with the Employer shall be terminated. Upon any subsequent re-hire the employee shall be rehired as a new employee.

14.9 Temporary Absence

An employee shall be granted a temporary absence (TA) without pay upon request for purposes of other employment, unless the employee is currently employed by the Employer. The request for a TA must have taken place prior to the second recall notice in Clause 14.8. The TA shall not exceed ninety (90) regularly scheduled working days, and can be rescinded by the employee at any time prior to **expiry**. Upon expiration of the TA, an employee will not be entitled to bump a junior employee currently working, but will be up for recall in accordance with seniority. A further request for a TA shall not be approved until the employee has been recalled to employment and subsequently laid-off

All requests for temporary absences and letter to rescind must be in writing with a copy to the Union.

14.10 Loss of Seniority

Seniority of employees shall also be lost in the following circumstances and any employee who has thus lost his/her seniority and who is subsequently rehired shall be rehired as a new employee:

- (a) any employee who is discharged for just cause and who is not reinstated under the grievance procedure;
- (b) any employee who quits on his/her own accord,
- (c) any employee who is out of the service of the Employer for any reason for an unbroken period of more than twelve (12) months except as otherwise provided in this Article.

14.11 Leave of Absence

Employees may be granted leave of absence without affecting their seniority. Such leave of absence may be granted in advance, in writing by the Employer and an approved copy kept in the employee's file in the personnel department and a copy sent to the Union.

14.12 Workers' Compensation

- (a) An employee on Workers' Compensation benefits as a result of an accident during the course of his/her work and who is absent from this work for this reason for more than twelve (12) months shall not be considered to be out of the employment of the Employer when able to return to work. An employee will lose his/her seniority if he/she has been laid off in accordance with seniority during the time absent on sick leave or compensation, and the total period of time on layoff exceeds twelve (12) consecutive months.
- (b) When an employee is able to return to work from Workers' Compensation Leave or sick leave, he/she shall be placed back to work in his/her normal position as per the seniority list subject to an assessment of the ability of the employee to perform the work of his/her normal position and a junior employee shall be laid off if need be, provided twenty-four (24) hours notice given. Application of the "*subject to*" provision shall be by mutual agreement of the parties.

(c) Sick leave is defined as being absent **from** work due to illness or injury. If an employee is unable to work due to illness or injury for an extended period of time, **he/she** must notify the Employer. Employees may be periodically required by the Employer to provide medical **confirmation** of illness or injury.

(d) A probationary employee in receipt of Workers' Compensation Benefits will have such days lost credited to the date of hire, upon completing the probationary period of sixty (60) regularly scheduled shifts. The date of hire/seniority date will thus be back-dated a number of days equal to days on Workers' Compensation Benefits.

(e) The Health and Welfare provisions of Article 25 will continue to apply and the Employer shall be responsible for the cost for up to thirty (30) working days per calendar year while an employee is on Workers' Compensation.

14.13 Retain Employees out of Seniority

The Employer will have the right to temporarily retain employees out of seniority if, at the time of layoff, the employee junior to those being laid off is engaged on a specific short term job, provided, however, that the Employer shall first obtain the prior approval of the Union.

14.14 Rehire out of Seniority

The Employer may only rehire employees out of seniority where, for the employees in question, there is a distinct difference in the skills, ability and/or previous knowledge of a specific job that has been interrupted within the previous sixty (60) days.

This period of rehire will be for a specific short-term job and only upon mutual agreement between the Employer and the Union.

14.15 Advice of Layoff

The Employer agrees that the Union will be advised of the order of layoff twenty-four (24) hours prior to the said layoff when possible under normal circumstances. When it is not possible to give twenty-four (24) hours' notice, notice shall be given immediately the information is available.

14.16 Out of Town Work

(a) Employees will be offered out of town work in order of trade group seniority. It will not be considered a bypass to decline such work.

(b) Employees, **after** completing their out of town work assignment, will be placed back to work in his/her normal position as per the seniority list, and a junior employee shall be laid off if need be.

ARTICLE 15 - SENIORITY LISTS

15.1 Posting of Seniority List

The Employer agrees to post trade group seniority lists quarterly of each year. The seniority lists shall contain the following information:

- (a) employee's name;
- (b) the date **from** which the employee gained seniority;
- (c) the employee's trade group.

15.2 Objection to Accuracy

Any objection to the accuracy of such list must be lodged with the Employer immediately during the next fourteen (14) days following the posting of such list as described in Article 6.3. If no objections are lodged, the lists will be deemed to be correct for all purposes of this Agreement.

15.3 Copy to Union Representative

At the time of posting seniority lists, a copy will be given to each steward and Union representative. Seniority shall be maintained for a period of twelve (12) months providing work is not available.

ARTICLE 16 - PROMOTIONS AND NEW POSITIONS

- (a) The Employer, when considering applicants for promotion and new positions created within the workplace, may apply **seniority** provided, however, that the employee who claims the right to exercise his/her seniority for the purpose of such promotion or new position possesses the primary qualifications of skill, ability and knowledge necessary to satisfactorily perform the full measures of the work required.
- (b) If the most senior person is not selected, the Employer will notify the senior employee(s) in writing why they were not selected, if the employee(s) so requests.

ARTICLE 17 - PROBATIONARY EMPLOYEES

New employees will observe a probationary period of sixty (60) regularly scheduled shifts and may be terminated during this period if the new employee is unsuitable.

ARTICLE 18 - BEREAVEMENT LEAVE

- (a) In the case of death in the family of an employee registered on the seniority list or employed for a minimum of six (6) months, leave of absence with pay shall be granted for a period of up to three (3) consecutive working days for the purpose of attending and arranging a funeral. Immediate family shall mean none other than spouse, parents, step-father, step-mother, sister, brother, children, mother-in-law, father-in-law, grandparents, and grandchildren.
- (b) The length of time granted with pay will be decided by the Employer on the basis of the time required to travel to the funeral and return.
- (c) Additional leave without pay may be granted at the discretion of the Employer.

ARTICLE 19 - JURY DUTY

All time lost by an employee due to necessary attendance on jury duty or on call for jury duty or when required to attend Court by subpoena, provided such Court appearance is not occasioned by the employee's private affairs, shall be paid for at the difference between **his/her** regular pay and the amount he receives for such jury duty, provided, however, that any such employee shall make himself available for work before or **after** being required for such jury duty whenever practicable.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

The Employer agrees the provisions of Part 7 - Maternity and Parental Leave and the related sections of the *Employment Standards Act* as contained therein on October 1, 1994; are deemed to be included in this Collective Agreement. Therefore, consistent with such provisions, employees are entitled to receive leave without pay, all paid benefits and seniority rights pursuant to this article.

ARTICLE 21 - TRAVELLING

21.1 Public Conveyance or Company Vehicles

On public conveyance or in Company vehicles or passenger cars as passenger, all travelling time shall be paid at the straight time hourly rate.

21.2 Driving Company Employees

When driving a Company truck or private vehicle carrying other Company employees, the driver of the vehicle will be entitled to one and one-half (1½) times the straight time hourly rate for the hours exceeding normal hours of his/her shift.

21.3 Starting Time

Employees reporting to a workplace beyond the summit of the Malahat or Swartz Bay will have arrival at those points designated as the starting time on the day of travel.

21.4 Use of Personal Vehicle

Where employees are required to use personal cars on Employer business, for travel beyond Swartz Bay or beyond the summit of the Malahat, they shall be reimbursed at thirty four cents (34¢) per kilometre. The distance of travel will be measured from Victoria City Hall to the centre of any city, town or village closest to the destination and vice versa. Travel will be by the shortest road route.

21.5 Meals and Accommodation

- (a) The meal allowance will be thirty-eight dollars (\$38) per day for employees working beyond the travel points expressed in Clause 21.3. No receipts will be required.
- (b) The Employer will provide single accommodation in a clean hotel or motel for employees on travel status whenever possible.
- (c) The Employer will provide a travel advance as required. Employees are required to submit receipts for ferry travel, accommodation, etc., upon return.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Work Environment

The Employer shall endeavour to maintain work areas in a safe, properly lighted, ventilated and healthful condition except where circumstances are beyond the Employer's ability to do so. Whereas it is the desire of both the Union and the Employer to achieve and maintain high standards of industrial health and safety throughout the operation, it is agreed and understood:

- (a) Every employee is expected to work and maintain his/her work area in a safe, efficient and orderly condition.

- (b) The Employer shall, through its Management, Leadhands and Chargehands, ensure the **ade** direction, control and instruction of workers in the safe performance of their duties.
- (c) The Employer and the Union shall give appropriate recognition to the Safety Committee members, Inspectors and Safety Staff in the performance of their approved duties and mutually join to impress upon employees through disciplinary steps, if necessary, the need to comply with approved rules and procedures that are laid down.
- (d) There shall be compliance with all applicable statutes and regulations pertaining to the working environment.
- (e) If there is a requirement that an employee is to remove asbestos he/she shall be instructed on the procedures to be followed in each instance in accordance with the applicable Regulations.

22.2 WCB Regulations and Employer Safety Policy

An employee shall not be disciplined for refusal to work in conditions **and/or** use equipment that does not meet prescribed safety standards and/or regulations. Refusal of an employee to abide by the **WCB** Regulations and/or Employer Safety Policy will be considered cause for discipline in accordance with Article 8.

22.3 Safety Equipment

Any employee not using safety equipment or carrying out of safety precautions when instructed to do so by the Employer, Employer's representatives or by the Union shall be subject to discipline or dismissal as deemed appropriate. Discipline or dismissal so imposed can be subject to the grievance procedure.

22.4 Leaving Work Due to Accident

An employee leaving work due to an accident or injury that is covered by the Workers' Compensation Act of British Columbia shall be paid for the remainder of his/her regular scheduled **shift**.

22.5 Level One Occupational First Aid and WHMIS Requirements

In furtherance of the above the Employer will make available at least every three (3) months, to all employees, *courses* in **WHMIS** and Level One Occupational First Aid. All employees will be expected to maintain certification in these skills.

22.6 Occupational First Aid Certificates

- (a) Where the Employer requires an employee to perform first aid duties and with prior approval, upon successful completion, the course cost of obtaining or renewing the Occupational First Aid Certificates shall be reimbursed by the Employer, and leave to write the necessary exam shall be granted with pay.
- (b) A premium shall be paid to employees with an Occupational First Aid Certificate, when an employee has been designated by the Employer for first aid responsibilities.
 - (1) Level 3 First Aid Certificate - hourly rate plus **50¢**
 - (2) Level 2 First Aid Certificate - hourly rate plus **45¢**

ARTICLE 23 - STATUTORY HOLIDAYS**23.1 Statutory Holidays**

All employees shall be paid for the following statutory holidays:

| | |
|-----------------|----------------------|
| New Year's Day | Victoria Day |
| Easter Monday | British Columbia Day |
| Good Friday | Thanksgiving Day |
| Canada Day | Christmas Day |
| Labour Day | Boxing Day |
| Remembrance Day | Floating Day |

and any other statutory holiday that may be proclaimed by the Provincial or Federal Government.

The Employer agrees to accommodate individual employee requests to observe other religious holidays. In any event, the overall number of paid holidays will not exceed those listed herein.

23.2 Work Performed on Statutory Holidays

All work performed on statutory holidays shall be paid at two times (2x) the regular hourly rate.

23.3 Holiday Falling on Scheduled Day of Rest

Where a statutory holiday falls on a scheduled day of rest, the employee will be granted the day following the statutory holiday as a holiday, or another day by mutual agreement.

23.4 Statutory Holiday Pay

Statutory holiday pay will be calculated as four and eight tenths percent (4.8%) of gross regular earnings and shall be added to each employee's pay each pay period.

23.5 Date of Effect

This Article will come into effect upon the date of ratification by the Union.

ARTICLE 24 - ANNUAL VACATIONS**24.1 Vacation Entitlement**

- (a) All employees with less than six hundred (600) actual days worked shall receive vacation pay at four percent (4%) of gross earnings on each paycheque.
- (b) All other employees will receive vacation pay and entitlement based on days worked as follows:

| Days/Years Worked (whichever comes later) | Vacation Pay | Entitlement |
|--|-----------------------|--------------------|
| Less than 600 days | 4% of gross earnings | 2 weeks |
| 600/3 Years | 6% of gross earnings | 3 weeks |
| 1000/5 years | 8% of gross earnings | 4 weeks |
| 2000/10 years | 10% of gross earnings | 5 weeks |

24.2 Actual Days worked Defined

For the purpose of vacation entitlement, actual days worked shall include Saturdays and Sundays, all paid leave (excluding annual vacations), and up to thirty (30) working days on a **recognized WCB** claim as a result of **PHS** work related injury or illness in any calendar year, also days on maternity leave as provided for under Article 20, while in the employ of the Employer.

24.3 Election of How to Receive Vacation Pay

Vacation pay will be paid biweekly or an employee may elect to have his/her vacation pay held and paid out at time of vacation or upon request. This election is to be made in writing and may be changed on the pay period closest to January 1 st or June 1 st during each year of his/her employment.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Cost of Contribution

The Employer shall pay all contributions and related costs of:

- (a) *Medical Services Plan coverage;*
- (b) *Weekly Indemnity* for up to twenty-six (26) weeks for non-occupational accident or illness;
- (c) *Dental Plan:*

- Part A - Basic 100% unlimited
- Part B - Restorative 50% unlimited
- Part C - Orthodontic 50% – \$1500 lifetime limit

Dental carte: recall exams, bite X rays and fluoride treatment, i.e. basic dental checkup every nine months.

- (d) *Extended Health Care Plan:*
 - (1) 100% Co-insurance - nil deductible
 - (2) Vision Care - \$200 per 12 months
 - (3) Hearing Aids - \$400 per 60 months
 - (4) Professional services:
 - Chiropractor \$500
 - Osteopath \$500
 - Podiatrist * * \$500
 - Massage **therapis** \$500
 - Speech therapist \$500
 - Physiotherapist \$500
 - Psychologist \$500

- (e) *Accidental Death and Dismemberment:* one hundred thousand (\$100,000); Life Insurance: fifty thousand dollars (\$50,000).

- (f) *The Health and Welfare Plan* will provide benefits equal to or superior to the Plan tabled by the Union in 1994 negotiations.

25.2 Benefit Coverage

(a) Coverage on the benefit package will commence February 1, 1995 for current employees who appear on the seniority list. New employees will be covered for the first of the month following attainment of seniority.

(b) Coverage will extend beyond the month of layoff based on the balance, in an hour banking system of one hundred twenty (120) hours per month. Each employee on the seniority list of December 31, of the preceding year, will be credited with an additional fifty (50) hours in their Medical Benefits Time Bank on January 1 of each year of employment. When banked hours are used up, to continue coverage after layoff, the employee may elect to self pay the difference between banked hours and premium cost. Coverage will cease after a maximum of twelve (12) months after layoff.

(c) The Employer will inform employees upon layoff with the balance of hours in their hour bank, if the employee so requests. The Employer will provide an hour bank balance up to the previous pay day on the biweekly pay stub.

25.3 Approval of Union and Employer

The Union and the Employer will mutually agree on the carrier of the Plan. If mutual agreement cannot be reached, the Employer will have the right to choose the carrier.

25.4 Pension or Group RRSP Plan

(a) The Employer will increase the Employer contributions of an eligible employee's gross regular pay into a Pension Plan or Group RRSP Plan over the term of this agreement as follows:

| Year | May 1999 | May 31, 2000 | Dec 1, 2000 | May 31, 2001 | Dec 1, 2001 |
|------------------------------|----------|--------------|-------------|--------------|-------------|
| Increase | 0% | 1% | 1% | 1% | 1% |
| Total Employer Contributions | 3% | 4% | 5% | 6% | 7% |

(b) To be eligible, an employee must be a member of the Union and must have the equivalent of one year's seniority or greater. All employees who meet these criteria will participate in the Pension Plan or Group RRSP Plan.

From May 31, 2001 to be eligible an employee must be a member of the Union and must have completed the probationary period. Pension contributions will begin on the third pay period following eligibility.

(c) The employee shall match the Employer's contributions up to five percent (5%), which shall be deducted from the employee's biweekly paycheque. Upon request the Employer will deduct up to eleven percent (11%) as an employee's contribution.

The Employer shall forward the pension or RRSP contributions to the Pension or RRSP Plan identified by the Union.

The Employer, upon making the contribution to the Plan, shall identify to the Plan the employee and amount of total contribution being made for that pay period.

ARTICLE 26 - APPRENTICES

26.1 Definition

An apprentice is a person who enters into a contract of service in accordance with the *Apprenticeship Act 79, Chapter 17*, and amending acts, whereby he/she, is to receive from, or through their Employer and trades school instruction in the trades.

26.2 Employed in Accordance with Act

An apprentice shall be employed in accordance with the provisions of the said Act. It is intended that entry into the trades shall be by the apprenticeship system for other than qualified journeypersons. The admission of apprentices shall be controlled by a Joint Apprenticeship Committee consisting of two (2) members from the Union and two (2) members appointed by the Employer. All apprentices shall be taken from a waiting list established by such committee and such committee shall give priority to those persons judged most likely to achieve success in the trades. A grading system shall be established by the committee for entry to each trade.

26.3 Appraise Progress of Apprentices

At various points during the term of apprenticeship, or any time on written request from the Employer, the Apprenticeship Coordinator shall, assisted by representatives of the Employer and the Union, appraise fully the progress of each apprentice. Either Party to an apprenticeship agreement may terminate it in accordance with the Act.

26.4 Hours of Work

The apprentice shall work the same hours as a journeyperson and work under the supervision of a journeyperson at all times. Supervision shall be defined as working at the same worksite, and working in conjunction with a journeyperson.

26.5 Apprenticeship Fund

- (a) The Union and the Employer will establish a Joint Apprenticeship Fund to assist apprentices when attending school as required by the B.C. Ministry of Skills, Training and Labour.
- (b) The fund will be administered by the Joint Apprenticeship Committee established in Clause 26.2, in accordance with this Article and procedures established by the Parties.
- (c) The Apprenticeship Fund will be funded in the following manner:
 - (1) Three cents (3¢) per hour actually worked by each bargaining unit employee and deducted from each paycheque.
 - (2) The Employer will contribute an amount equal to the employees contributions on a biweekly basis.
 - (3) The contributions will be deposited in the Apprenticeship Fund account.
- (d) The Employer will provide the Union and the Apprenticeship Committee a biweekly statement reflecting the total employee and Employer contribution's for the period.
- (e) The Apprenticeship Committee will prepare a verified financial statement on the account, on a quarterly basis for the Employer and the Union.
- (f) The Fund's financial balance must reflect the actual required needs, and as such the fund growth can be limited by the Parties and all contributions can be decreased or temporarily suspended.

(g) All meetings and related work done by Committee members will be considered as time worked, and the same rate of pay and premiums will apply.

(h) Any funds surplus to apprenticeship needs will be available for **bursaries** to fund members' further education. Such **bursaries** must be approved by the Committee in advance. No **bursaries** will be provided if assistance is available through any provincial or federal programs.

26.6 Number of Apprentices

The Apprenticeship Committee will determine the number of apprentices in any trade group.

26.7 Apprentice Program Seniority Credits

Apprentices will serve an appropriate term as prescribed by the Journeyperson Apprentice Program and upon successful completion shall be given seniority in their trade equal to their apprenticeship training time with the Employer.

26.8 Apprenticeship Wage Scale

| Six-month periods | 5-year Term % | 4-year Term % | 3-year Term % | 2-year Term % |
|-------------------|---------------|---------------|---------------|---------------|
| 0-6 | 50 | 50 | 50 | 50 |
| 7-12 | 55 | 55 | 55 | 60 |
| 13-18 | 60 | 60 | 65 | 75 |
| 19-24 | 65 | 65 | 70 | 90 |
| 25-30 | 70 | 70 | 80 | |
| 31-36 | 75 | 75 | 90 | |
| 37-42 | 80 | 80 | | |
| 43-48 | 80 | 90 | | |
| 49-54 | 90 | | | |
| 55-60 | 90 | | | |

In the event the provincial apprenticeship wage scale minimum is increased, the increase will apply and be deemed within the Collective Agreement.

ARTICLE 27 - GENERAL PROVISIONS

27.1 Personal Clean-up

A personal clean-up time prior to lunch or quitting time shall be allowed to all employees.

Employees will be entitled to five (5) minutes except when additional clean-up is needed and approved at the discretion of the chargehand. The employee must clean up at the workplace to be entitled to clean-up time.

27.2 Tool Purchase

Tools may be purchased from the Employer at cost and shall be paid for at time of purchase or by deduction from wages.

27.3 Return of Safety Equipment on Layoff

All safety equipment, respirators and hard hats signed for by the employee shall be returned to the Tool Crib upon layoff or termination. Safety equipment, respirators and hard hats signed out to an employee which are not returned upon layoff shall be deducted from the employee's **final** pay cheque at replacement cost.

The Union and the Employer **recognize** the importance of maintaining a sufficient supply of personal safety equipment for all employees. The Parties further **recognize** the high cost of replacing lost tools and personal safety equipment.

27.4 Available Drinking Water

It is agreed that where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will also be supplied.

27.5 Employee to Complete Time Slips

Each employee will be responsible for completing their own time slip for the chargehand or leadhand's signature prior to the completion of each shift.

27.6 Copies of Agreements

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, the Union shall have printed sufficient copies of the Agreement for distribution to employees. The cost of such printing and distribution shall be borne equally by the Employer and the Union.
- (b) All Agreements shall be printed in a Union shop and shall bear a **recognized** Union label.

ARTICLE 28 - HOURLY WAGE RATES

The Employer shall pay its employees during the term of this Collective Agreement in accordance with the following base hourly rates.

BR →

| Position | June 1/99 |
|------------------------|-----------|
| Labourer | 18.54 |
| Truck Driver | 18.74 |
| Watchperson | 12.26 |
| Journeyperson | 23.36 |
| Handyperson | 18.54 |
| Probationary Labourer* | 14.65 |
| Dockmaster | 23.36 |
| Tool Crib | 18.54 |
| Purchasing | 22.36 |



| Position | June 1/99 |
|--|----------------------------------|
| Administration (1) | 23.36 |
| Administration (2) | 22.31 |
| Administration (3) | 21.79 |
| Administration (4) | 20.31 |
| Administration (5) Receptionist/Accounting/Petty Cash Clerk/Petty Cash Clerk/First Aid, Storesperson | 18.74 |
| Coordinator | \$3.00 above regular rate of pay |
| Chargehands | \$2.00 above regular rate of pay |
| Leadhands | \$1.50 above regular rate of pay |
| Apprentices - Rates of pay for apprentices shall be as prescribed in Article 26. | |
| *This rate will be in effect until the probationary period referred to Article 17 has been reached. | |
| The above rates will increase by 2% on December 1st, 2002 | |

28.1 Wage Protection

Any employee currently employed in a position that now has a lower rate of pay than what he/she is currently receiving for the position, will continue to receive their current rate of pay.

Such employees will not receive any wage increases until the negotiated rate of pay for the position exceeds their current rate of pay.

This provision will apply to the Handyperson, Tool Crib and Purchasing positions.

ARTICLE 29 - TERM OF AGREEMENT

29.1 Duration

This Agreement shall be binding and remain in effect to midnight May 31, 2003.

29.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or **after** March 1, 2003 but in any event not later than midnight March 31, 2003.
- (b) Where no notice is given by either Party prior to March 31, 2003, both Parties shall be deemed to have given notice under this Clause on March 31, 2003, and thereupon Clause 29.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President, Point Hope Shipyard Co. Ltd.

29.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 29.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

29.4 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

29.5 Agreement to Continue in Force

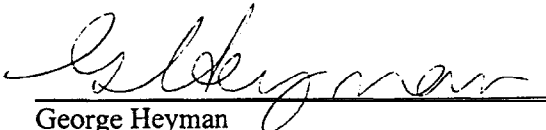
The terms and conditions of this Agreement shall remain in full force and effect during the period of negotiations, after the expiry date; or until a legal strike or legal lockout occurs or until such time as a new agreement has been entered into between the Parties.

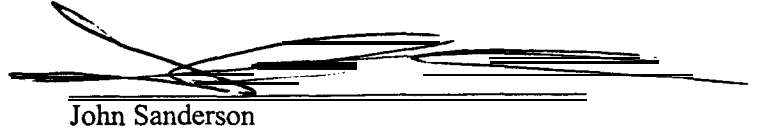
29.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on date of ratification by the Union.

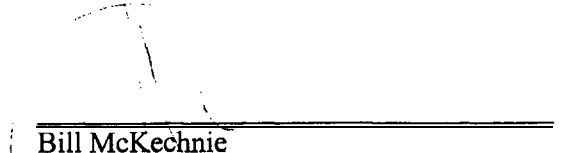
**SIGNED ON BEHALF OF
THE UNION:**

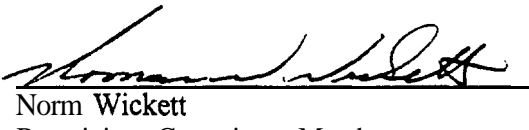
**SIGNED ON BEHALF OF
THE EMPLOYER:**

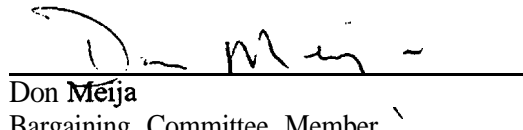

George Heyman
President

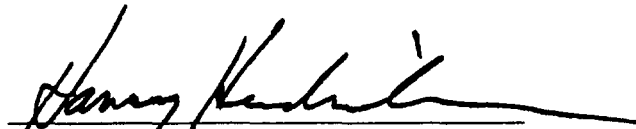

John Sanderson
President


Robert Fawcett
Bargaining Committee Chairperson


Bill McKechnie
Vice President, Administration and Finance


Norm Wickett
Bargaining Committee Member


Don Meija
Bargaining Committee Member


Harvey Hendrickson
Staff Representative

Signed this 27th day of JUNE, 20 00.

APPENDIX 1

RE: BANKING OVERTIME

The intent of this Appendix is to give employees the option of taking overtime compensation in either cash or compensatory time off.

- (a) Employees shall have the option of being compensated for overtime in cash or compensatory time off as outlined in this Appendix.
- (b) Employees will have two (2) option periods per year, April 1st and October 1st, at which time they will declare for, one hundred percent (100%) time off, or one hundred percent (100%) cash. If no option is declared current practice will continue.
- (c) The maximum amount of accrued time off that may be accumulated in each period shall be the dollar equivalent of fifteen (15) straight time working days.
- (d) Any unused balances in each employee's time bank shall be paid out on the next payday following March 31 each year or September 30 each year.
- (e) There shall be no interest accruing on the value of the banked overtime hours.
- (f) Accumulated credits and cash may be carried to the next period by mutual consent in writing.
- (g) Employees will receive seniority credits as per the Appendix on Seniority only if the days they choose to take a compensatory time off would have been a normal work day.
- (h) Paid time off, to the limit of each employees banked time, at the employees option, shall only be taken at time of:
 - (1) Layoff in order of seniority;
 - (2) Layoff out of order of seniority with prior approval of the Employer.

APPENDIX 2

ARBITRATORS

Stephen Kelleher
Don Munroe
Ken Albertini (Island)
Bob Blasina

APPENDIX 3

HANDYPERSON CLASSIFICATION

The handyperson will have a broad range of duties and responsibilities and will be assigned by the Operations Manager.

The Employer agrees to assign these duties and responsibilities in a fair manner, with respect to the handyperson's trade group seniority. The handyperson position will be treated in the same manner as other trade groups. Handypersons will not be assigned on an ongoing basis in one trade group while workers within that trade group with seniority, are on layoff.

This position will be discontinued by attrition.

It is agreed that there will be only two (2) positions in this classification.

APPENDIX 4

EXCLUDED POSITIONS

The Union is to be advised of any changes as to who is filling a given position.

President
Production Manager
General Foreman
Project Manager(s) Remote Sites
Project Coordinators
Estimator(s)
Estimating Assistant
Purchasing Manager
Human Resources Manager
Human Resources Officer
HR/Payroll Clerk
Office Manager
A/R Clerk
A/P Clerk
Exec As&Receptionist
Sales Manager
Sales Representative
Sales Assistant
Quality Assurance Manager
Quality Control inspector
Architects

APPENDIX 5

PROVINCIAL SKILLS DEVELOPMENT POLICY

The selection of workers to participate in skills development will be made by the Joint Apprenticeship Committee.

Re: Trade Qualifications

The Employer and the Union **recognize** that recruiting and retaining a highly skilled and qualified workforce is essential to the continuation and success of the company. Both parties are committed to increasing the number of Trade Qualified employees, and to giving recognition to qualified employees. The parties have therefore agreed to the following plan for the term of this agreement:

Employees

- Will gain Trade Qualification in the trade appropriate to their seniority trade group.
- Will **enroll** in relevant established training, undertake company-sponsored training, training at their own expense, or through the Apprenticeship/Training fund, with **pre-approval** from the Joint Apprenticeship/Training Committee (Article 26.5(h)).
- Upon completion of training, provide the Employer with certificates.

Employer

- Will support training by providing advice and recommendations on appropriate qualification for each trade, provide exam workshops, and provide in-house training programs where appropriate.
- Investigate alternatives to retraining for those employees holding qualifications that are not **recognized in BC**.
- Explore possible Trade Qualifications for those activities where there are specific qualifications.
- Where no appropriate or specific Trade Qualification exists, minimum alternative qualifications for employees will be established by the Joint Workplace Committee.
- Hiring will continue to be based on skills and abilities. However, only fully qualified new employees will be placed on trade seniority lists, and undertake 'TQ' work.

When trade qualifications have been established as above, appropriate training periods will be established by the Joint Workplace Committee for each trade group. In no case will such a period be less than one year. Employees not qualified at the end of that period will no longer be considered trade-qualified.

The BCGEU will support the Employer and employees in their training initiatives through the provision of training facilities, and information. The company and BCGEU will work together towards gaining trade recognition for employees who hold trade qualifications not **recognized in BC**.

LETTER OF UNDERSTANDING #1**RE: ARTICLE 15 SENIORITY LISTS**

The purpose of this Letter of Understanding is to establish a new seniority list as described in Article 15.

The Parties agree that:

- (a) A draft list will be prepared in July 1999 for posting and review;
- (b) Employees shall review their seniority; and
- (c) Within thirty days of the posting of the draft list, Employees through the Union, shall notify the Employer of any disagreement with the draft list and seek resolution;
- (d) The Employer shall prepare a seniority list for posting as described in Article 15.

LETTER OF UNDERSTANDING #2**RE: FIRST AID POSITION (ARTICLES 22.6 AND 28)**

The Parties agree that:

- (a) The employee(s) currently designated as First Aid as per Article 28 shall continue to be paid at the wage for Administration (5) and retain seniority as Administrator (5) First Aid.
- (b) No further employees will be appointed to the position of First Aid.
- (c) Employees who are approved by the Employer to attend the training for an Occupational First Aid Certificate as described in Article 22.6 may apply for funds to pre-pay the course fee. The funds will come from the Joint Apprenticeship Fund as described in Article 26.5. The Employer will re-pay the Fund upon successful completion of the training. In the event that the employee does not successfully complete the training, the employee will re-pay the fund through payroll deduction over a maximum period of three months.

LETTER OF UNDERSTANDING #3**NEW CONSTRUCTION/YACHT DIVISION**

The purpose of this Letter of Understanding is to establish a New Construction/Yacht Division at Point Hope Shipyard. The new Division shall take on projects that are different from other work at Point Hope Shipyard and will require different skills and abilities on the part of the workers to complete the work to the standards of the industry.

- (a) The Employer will determine the work, and qualifications of workers necessary to work in the new Division. New classifications if required will be established by the Joint Workplace Cooperation Committee. All positions in the new Division will be filled through postings.
- (b) The Employer will designate those employees assigned to work in the Division based on an assessment by the Employer of the employee's qualifications, skills and abilities. Employees with the most seniority shall be given priority in the selection, provided they are determined to have the qualifications, skills and abilities. Employees selected for the Division shall serve a 60 day trial period to assess suitability as per Article 14. If deemed unsuitable, the employee will be laid off and may exercise bumping privileges as described in (f) below.
- (c) External candidates may be hired if no qualified internal candidates are selected.
- (d) The employees selected to work in the Division will accrue seniority as per Article 14.
- (e) When an employee is laid off from the Division due to a lack of work, the employee may bump the least senior employee in the trade group outside the Yacht Division, provided the more senior employee is qualified to perform the work.
- (f) Employees outside the Yacht Division who are laid off, shall not bump employees in the Yacht Division unless they have been determined to be qualified to do the work by the Employer as described above.

LETTER OF UNDERSTANDING #4**RESPECTING NEIL NELSON AND ED HANLON**

Notwithstanding the March 31, 1998 amendments to Clause 2.7, Neil Nelsons and Ed Hanlon will continue to be covered by the previous language of that clause until termination of employment. Neil Nelson and Ed Hanlon may be assigned security and/or other similar duties.

LETTER OF UNDERSTANDING #5

ALUMINUM FABRICATOR

The purpose of this Letter of Understanding is to establish a new Trade Group - **Aluminum** Fabricator.

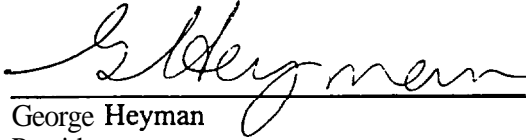
Current eligible employees who are on another Trade Group seniority list will retain their seniority on that list and all rights of recall in that Trade Group, including bumping rights. Current employees selected for the **Aluminum** Fabricator Trade Group will serve a sixty (60) shift probationary period for suitability. If unsuitable, the employee will be removed from the **Aluminum** Fabricator Trade Group. During this probationary period, employees will continue **CWB** certification to all positions. New employees hired as **Aluminum** Fabricators will serve a probationary period in accordance with Article 17.

Current eligible employees will be placed on the **Aluminum** Fabricator seniority list, following successful completion of probationary period, in order of current seniority and by alternating Trade Group designation, i.e. Fitter, Welder, Fitter Welder, and so on. New employees will be placed on the seniority list in accordance with Clause 14.5.

Employees who are not on the **Aluminum** Fabricator seniority list will have no right to displace workers on that list.

SIGNED ON BEHALF OF
THE UNION:

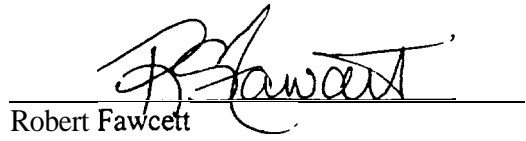
SIGNED ON BEHALF OF
THE EMPLOYER:



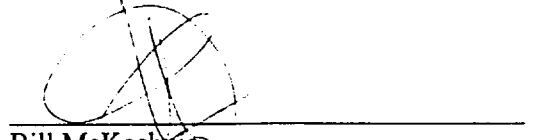
George Heyman
President



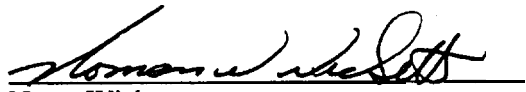
John Sanderson
President



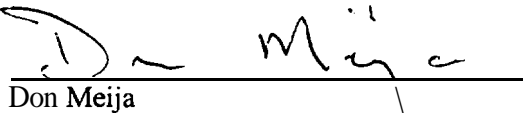
Robert Fawcett
Bargaining Committee Chairperson



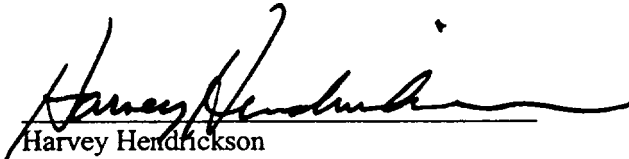
Bill McKechnie
Vice President, Administration and Finance



Norm Wickett
Bargaining Committee Member



Don Meija
Bargaining Committee Member



Harvey Hendrickson
Staff Representative

Signed this 27th day of June, 2000

LETTER OF UNDERSTANDING

between

POINT HOPE SHIPYARD CO. LTD.
(the Employer)

and the

BC GOVERNMENT AND SERVICE EMPLOYEES' UN-ION
(the Union)

RE: WEEKEND SHIFT PROGRAM

The purpose of this Letter of Understanding is to establish the Weekend **Shift** Program. The purpose of this new voluntary **shift** is to bring more work to Point Hope Shipyard, to create new jobs and provide opportunities for employees to work a weekend **shift** at 345 Harbour Road.

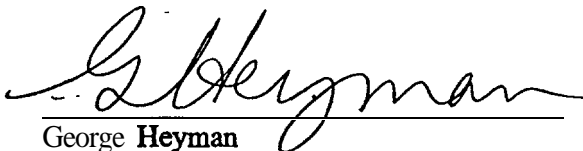
Eligibility: All qualified **BCGEU** employees.

It is agreed that:

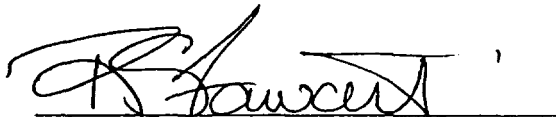
- (a) The program will be in effect for the term of the Collective Agreement. The Workplace Cooperation Committee shall monitor the program and undertake to resolve issues in the interests of all parties on an ongoing basis.
- (b) The regular shift will be forty hours on consecutive days including weekends. The length of the daily **regular shift** shall be ten hours, Friday through Monday, or may be modified by mutual agreement between the Employer and Union where it meets operational requirements.
- (c) Overtime shall apply for hours in excess of the scheduled daily hours or forty hours in a week at the following rates:
 - (1) Article **10.1(a)** and(b);
 - (2) Two times **(2x)** an employee's hourly rate of pay for work on a scheduled day of rest.
- (d) The Employer shall identify the number of positions to perform work.
- (e) The Employer shall select employees, as required, with consultation with the Union, based on trade skills and demonstrated ability to work with a minimum of supervision. Preference **will** be given to seniority.
- (f) The order of selection shall be:
 - (1) Employees currently working a regular shift who apply for the program; and where there **are** not enough employees volunteering to do the work;
 - (2) Employees working a regular shift;
 - (3) Employees with seniority on recall;
 - (4) External applicants.

- (g) Employee participation is voluntary. A bypass will not be issued to an employee who elects not to participate.
- (h) Where additional or replacement employees are required during the course of the program, selection will occur as described in (f) above.
- (i) Subject to the above exceptions, language of the Collective Agreement shall apply.

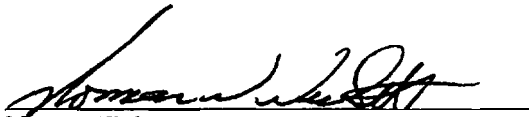
SIGNED ON BEHALF OF
THE UNION:



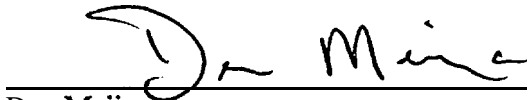
George **Heyman**
President



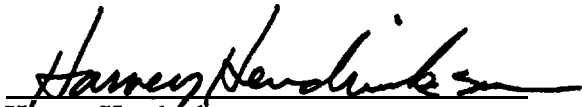
Robert Fawcett
Bargaining **Committee** Chairperson



Norm Wickett
Bargaining Committee Member

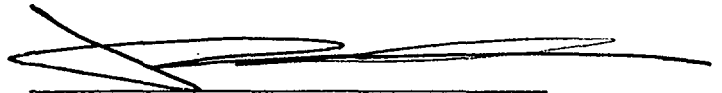


Don **Meija**
Bargaining Committee Member

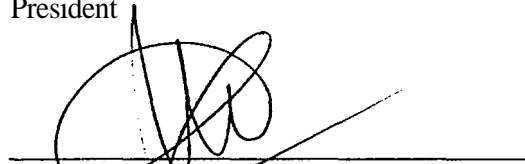


Harvey Hendrickson
Staff Representative

SIGNED ON BEHALF OF
THE EMPLOYER:



John Sanderson
President



Bill McKechnie
Vice President, Administration and Finance

Signed this 27th day of June, 2000.