

COLLECTIVE AGREEMENT

between the

ESQUIMALT DRYDOCK COMPANY LTD.

and the

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

Effective from June 1, 2002 to May 31, 2006

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ARTICLE 1 - OBJECTS OF AGREEMENT

1.1 Purpose of Agreement

- (a) 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.
- (b) 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.

1.2 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.
- (c) The Parties agree that the recognition granted in (a) above shall have the same force and effect as a certification granted pursuant to relevant legislation.

2.2 Bargaining Agent Defined

- (a) The bargaining unit shall comprise all employees of the Esquimalt Drydock Company Ltd. performing work at and from the Company's operations at the Esquimalt Graving Dock; except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions: office and clerical employees, salespersons, engineering staff, draftspersons, guards, and senior supervisory staff.
- (b) 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.
- (c) 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.

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 and the classification in which they were hired. The Union steward(s) shall be notified regularly of the name(s) and classification(s) of newly hired employees.
- (b) The Employer agrees to hire on and recall Union members subject to the provisions of the Collective Agreement.
- (c) When it is necessary to increase the workforce, and in the event the Employer has recalled all available Union members from the seniority list; and if it is at all possible, the Employer will contact the Union for a list of unemployed members of the Union from the shipyard industry for consideration. Only if the Union is unable to supply the Employer with suitable employees, then the Employer may employ any suitable worker available to them from any source.
- (d) The Employer will keep the Union informed of laid off and recalled employees by facsimile. A senior supervisor will individually notify each employee to be laid off, and the Union steward.
- (e) When an employee is recalled for work and declines recall, he/she will receive a bypass. If an employee declines recall on a second occasion after a period of not less than fourteen (14) days from being issued the bypass, he/she will have his/her seniority terminated. Upon any subsequent re-hire the employee shall be rehired as a new employee. If an employee declines recall because of illness or injury, or if a pattern of illness or injury occurs, the Employer may require medical confirmation of disability, prior to any acceptance of the employee's explanation.
- (f) Calls and offers of work will be made with the maximum practical notice. For all bypasses and termination of seniority, the employee will receive a double registered confirmation letter, with a copy to the Union steward and the Union office.
- (g) It is the employee's responsibility to provide the Employer and the Union with up to date address and telephone number, including any temporary telephone number.
- (h) The Employer may request skilled workers from the Shipyard trade unions. Workers hired through another union will then be granted a permit working card by the BCGEU. The following terms and conditions will then apply to the holders of the BCGEU permit cards:
 - (1) One percent (1%) of pay for all hours worked will be withheld from the pay by the Employer, and submitted to the BCGEU, along with the BCGEU dues. The BCGEU will then forward those funds, upon receipt to the workers union.

(2) The BCGEU/Esquimalt Drydock Company Ltd. grievance procedure and Collective Agreement otherwise applies.

2.7 Work Performed by Union Members

(a) This Agreement shall be applicable to all trades and labourer production employees of the Company engaged in the repair of vessels, the fabrication of steel, aluminum or wooden products or in maintenance work in or about the Company's premises located in British Columbia.

(b) "*Maintenance*" as used herein is intended to cover the ordinary upkeep and repair of the Company's machinery, shop, and property. However, where management finds it is economically feasible, it can subcontract some portions of the maintenance work.

(c) Employees of the Company who are excluded from the bargaining unit as set forth and described in Clause 2.2(a) except for the purpose of instructing employees, demonstration proper methods and procedures of performing work operations, experimenting, installing new procedures, or in cases of emergency, shall not perform production and maintenance work normally assigned to hourly rated employees, with the further exception of the availability of qualified employees and the delivery requirements of the customer warranting it.

(d) For certain specialized work, and when skilled employees are unavailable, and the Union is unable to supply such employees, the Company may subcontract the work.

2.8 Recognition and Rights of Stewards

The Employer recognized the Union's right to appoint or elect steward(s). The Union agrees to provide the Employer with a list of the employees designated as stewards. The number of union stewards will not normally be greater than one for each twenty (20) members. A 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.

The time spent on these duties is expected to be reasonable, and will be monitored by the Union.

Under no circumstances shall a 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.

2.9 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.

2.10 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.

2.11 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.

2.12 Time Off for Union Business

(a) *Without Pay* - 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 up to 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 with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.13 Discontinued Employment

Upon written notice from the Union to the Employer that an employee:

- (a) has not signed a written assignment of wages for Union dues;
- (b) has revoked his/her written assignment of wage for Union dues;
- (c) is suspended from the Union;
- (d) has been expelled from the Union;
- (e) has resigned from the Union;
- (f) has not acquired membership in the Union.

The Employer shall immediately discontinue the employment of such employee.

The Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this clause, as long as the Employer has complied fully with the terms and conditions of the Collective Agreement.

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 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 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
 - ◇ Social Insurance Number
- (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) An employee shall, as a condition of continued employment, complete an authorized 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.
- (g) 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 AND RESPONSIBILITIES

- (a) The management of the Company's operations and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operation shall be vested exclusively in the Company. The Company shall also have the right, subject to the provisions of this Agreement, to schedule and assign work and work to be performed, and the right to hire employees, transfer or lay off employees because of lack of work, or other legitimate reasons, suspend, demote, discipline or discharge for proper cause, it being understood, however, the Company shall not discipline or discharge an employee except for proper cause, and any grievance or dispute in connection with the foregoing provisions of this sentence shall be subject to the grievance procedures hereinafter set forth in this Agreement.
- (b) The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Company shall post on its bulletin boards and furnish each employee with a written or printed copy of all such rules and regulations and all changes therein. The Company shall furnish the Union a copy of all such printed or written matter directed at employees covered by this Agreement. The Company shall not take

disciplinary action without warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given in writing in the presence of a Union steward.

(c) The Union recognizes that the Company may have certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of any security agreement with the Government.

Therefore, in the event that the Department of Defence Production, or any other Government agency concerned with security regulations, advises the Company that any employee is restricted from work on, or access to, classified information or material, the Union will not contest any reasonable action the Company may take to comply with its security obligations to the government. If the Company is obliged to act under this clause the Union will be so informed.

(d) When the Company finds it necessary to lay-off or discharge a Union steward, the staff representative of the Union shall be notified prior to such lay-off or discharge.

(e) If there is any conflict between this Article and any other provision(s) of this Collective Agreement, the other provision(s) will apply, except as set out in subsection (c) above.

ARTICLE 5 - EMPLOYER-UNION RELATIONS

5.1 Union and Employer Representative

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 up to 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.

5.3 Union Representatives

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.

5.4 Technical Information

The Employer agrees to provide to the Union information 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

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.

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 Management through a Union steward, or Union designate.
- (b) The 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 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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

When a Party has requested that a grievance be submitted to arbitration, a single arbitrator shall be selected.

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 mutually agree upon single arbitrators who shall be appointed to hear and resolve grievances considered suitable for expedited arbitration.
- (b) 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.
- (c) 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.
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (e) 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 a 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.
- (f) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- (g) 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.
- (h) Following the meeting in (g) 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.
- (i) The Parties shall make every reasonable attempt to minimize the use of witnesses in the expedited arbitration process.

7.9 Labour Code Procedures

Either Party may refer a grievance to arbitration in accordance with Section 104 or 105 of the B.C. Labour Relations Code, rather than using the provisions of Clause 7.8 above.

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 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.

8.3 Abandonment of Position

An employee who fails to report for duty for one (1) consecutive work day 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.

8.4 Work Disruption

Any employee engaged in wilful restriction or reduction of production may be subject to discipline, up to and including dismissal.

ARTICLE 9 - HOURS OF WORK

9.1 Work Week

The regular scheduled work week for each employee shall begin with the starting time of his/her regularly scheduled shift on Monday of each week. When more than one shift is employed, the shifts shall be named respectively, night shift, day shift, and afternoon shift.

The night shift (if any) which starts Monday, shall immediately precede the day shift, and the afternoon shift (if any) shall immediately follow the day shift.

9.2 Day Shift

A regular work day for the day shift shall consist of eight (8) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours. The regular work week shall consist of forty (40) hours.

9.3 Afternoon Shift

A regular work day for the afternoon shift shall consist of seven and one half (7½) consecutive hours, exclusive of the lunch period, with pay for eight (8) hours. The regular work week shall consist of thirty-seven and one-half (37½) hours. A premium of four percent (4%) will also be paid to each employee who works each full seven and one half (7½) hour shift.

9.4 Night Shift

A regular work day for the night shift shall consist of seven (7) consecutive hours, exclusive of lunch period, with pay for eight (8) hours. The regular work week shall consist of thirty-five (35) hours. A premium of five percent (5%) will also be paid each employee who works each full seven (7) hour shift.

NOTE: The premium is paid for hours worked only.

9.5 Shift Changes

When shift changes are made, employees will be granted nine (9) consecutive hours off duty between shifts. An employee, by order of the Company, who commences a new shift during the required nine (9) consecutive hours, will receive the applicable overtime rate for all such hours worked during the nine (9) consecutive hours. The only exemption to this will be that docking, undocking and related work, during this nine (9) hour period, will not be considered as commencing a new shift.

9.6 Work Schedule Modification

- (a) Monday through Friday shall constitute the regular work days and regular work week, except when modified by mutual agreement between the Company and the employee(s).
- (b) The starting time and quitting time of the various shifts may be changed from time to time by mutual agreement between the Company and the employee(s).
- (c) The foregoing provisions of this Article are not intended and shall not be construed as preventing overtime work, provided, however, there shall be no discrimination in the assignment of overtime work and overtime shall be allotted as equitable as practical among the employees to perform the work in

question, it being understood that employees assigned to perform a job during the regular work hours shall be given preference when overtime is required on such operations. It shall not be mandatory for an employee to work overtime.

9.7 Time Clock

All employees must punch in when arriving for the start of their shift and must punch out upon completion of their shift. Employees leaving the premises prior to the end of their regular shift must punch out. Should they return prior to the end of their regular shift, they must punch in.

9.8 Rest Periods

There will be two (2) ten (10) minute paid rest periods scheduled close to the middle of each half of each shift. Rest periods are to be taken at work station.

9.9 Clean-up and Wash-up

A five (5) minute clean-up of work area will be granted prior to the end of each shift. After clean-up of work area, the employee may use the balance of time left to wash-up.

9.10 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 the Agreement.
- (b) The designated workplace shall be defined as within a thirty-two (32) kilometre radius of Victoria City Hall.
- (c) 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-five cents (35¢) per kilometre.

9.11 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.
- (c) Where a shift has been scheduled by the Employer and accepted by the employee, and when that shift is then cancelled by the Employer – through no fault of the employee – the employee shall be credited with seniority for the day in question, as though the hours had been worked.

ARTICLE 10 - OVERTIME

10.1 Overtime Compensation

Overtime worked shall be compensated at the following rates:

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

- (c) two times (2x) an employee's hourly rate of pay for overtime in excess of (a) above;
- (d) two times (2x) an employee's hourly rate of pay for work on Sundays.
- (e) The only exemption from this clause shall be where, by mutual consent, it is decided to work a regular shift on a weekend day, in lieu of a regular work day.

10.2 Right to Refuse Overtime

Current employees shall be given the first opportunity for overtime work, however employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing. If the Employer cannot obtain the necessary workforce as a result of such refusals, and if the overtime is crucial to the project; the Employer is free to hire on other employees. This does not apply if the Union is in a legal strike position.

10.3 Rest Interval After Overtime

- (a) A minimum period of nine (9) hours 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 up to nine (9) hours.
- (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 three (3) hours past his/her normal quitting time, he/she shall be entitled to a hot meal supplied by the Employer. A fifteen (15) minute meal break will be provided at the regular rate of pay. The hot meal supplied must be of an acceptable standard.

The cost of this meal should not exceed fifteen dollars (\$15.00), but the fifteen dollar (\$15.00) allowance shall be paid if the hot meal is not supplied by the Employer.

10.5 Call Out

Employees called out shall receive not less than three (3) hours at overtime rates for the time of the call out.

10.6 Docking Crew Minimum

The Parties agree to waive the contract provisions on "*call-out*" 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 - FRINGE BENEFITS**11.1 Safety Wear/Tools**

- (a) The Employer shall provide at no cost to the employee the following items, if required:
- (1) safety glasses, goggles, shields, ear protection and gloves;
 - (2) replacement of welding and burning lenses;
 - (3) welding helmets damaged on the job will be replaced at Company expense;
 - (4) Tools other than tools supplied by employees as per standard tool list.

(b) All items issued to employees as described in (a) above will be on a sign-out basis. All such items will be returned in good condition (fair wear and tear excepted). If such items are not returned, the replacement cost shall be deducted from the employee's pay cheque.

11.2 Clothing and Tools

- (a) All employees supplying tools as per standard list will receive a tool allowance of ten cents (10¢) per hour.
- (b) The Company will provide employees with coveralls after completing the probationary period, and upon layoff, all coveralls are to be returned to the Company, or the replacement cost (fair wear and tear excepted) shall be deducted from the employee's pay cheque.

11.3 Tool Replacement

- (a) All employees required to have their own tools will submit to an inspection and provide a written list giving brand names where possible to a person designated by the Employer.
- (b) The Employer will replace any tools or equipment supplied by employees that is stolen, lost, or damaged, unless there was negligence on part of the employee.

11.4 Parking

The Employer shall post notification for all employees interested in weekly or monthly rate parking, and shall undertake to negotiate reduced parking rates for all employees who sign up for same.

ARTICLE 12 - SENIORITY**12.1 Probationary Period**

- (a) New employees, including employees who are re-hired after a break in continuity of service with the Employer, shall be regarded as probationary employees' until they have completed a total of sixty (60) days worked within the period of six (6) months from the date of hire.
- (b) Probationary employees may be discharged or laid-off without reference to length of service; and, in either event, the Employer shall be under no obligation to re-employ such person. Discharge must be for just cause or unsuitability.
- (c) Upon completion of the probationary period, employees shall have a department wide seniority status from the date of hire.

12.2 Seniority Defined

Seniority will be fixed at the date of hire and shall be deemed continuous unless terminated in accordance with the terms of this Collective Agreement.

12.3 Layoff and Recall and Filling Vacancies

- (a) When any vacancy occurs, or when a new job is instituted, the job will be posted on all shop bulletin boards, at least five (5) working days before such vacancy or new job is to be filled. In the event that training of employees is necessary in order to fill vacancies or new jobs, preferences will be given to those employees who have the most seniority, and demonstrated the necessary skills to fill the position.
- (b) In all cases of promotions (except senior supervisory and office positions not covered by this Agreement) or demotions, when vacancies occur, when new jobs are created, when jobs are abolished or re-established, as well as in all cases of increase or decrease of forces, employees shall be given preference in accordance with their seniority, subject to their relatively equal demonstrated ability, qualifications, and experience to perform the work in question.
- (c) In the event of promotions and demotions, the Union steward shall be notified at least one (1) work day prior to such promotions or demotions.
- (d) The Company shall post on its bulletin board lists showing the current seniority standing of each employee and shall furnish the Union a copy of such list. Revised lists will be posted every three (3) months and sent to the Union office. Any appeals from the seniority list as posted must be made within ten (10) regular work days of postings; otherwise, the list will be considered final. If an employee is absent from work, because of being on vacation, confirmed illness or layoff under seniority, the appeal must be made within ten (10) regular work days of return to work. Such seniority list shall include the following:
- (1) employee's name and employee number;
 - (2) employee's starting date;
 - (3) employee's regular classification and regular rate of pay.
- (e) The Company shall, each pay day, furnish the Union and the steward a list of the names of its employees who, during the preceding week, left the employ of the Company and the reason therefore, and the names of all employees hired or returned to work during the preceding week. This list shall show the name, classification, rate of pay and employee number of each such employee.
- (f) Employees within the bargaining unit disabled in the Company's service or incapacitated by reason of age or infirmity may be exempted by mutual agreement between the Company and the Union from the provisions of this Article, and may be given preference of such work as they are capable of performing.
- (g) When an employee is to be laid off, two (2) days notice will be given whenever possible by the Company.

12.4 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) employment is discontinued in accordance with Clauses 2.13 or 8.3;
- (d) 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 follows:

- (1) the inability to perform work was due to a work related illness or injury while employed for the Employer;
- (2) confirmed illness or injury not related to employment;
- (3) approved leaves of absences other than general leave without pay.

12.5 Return to Work

Employees returning to work after a lengthy period of absence as set out in 12.4(d) above, shall provide at least twenty-four (24) hours prior notice. The Employer will make every effort to return the employee to the job without bumping a junior seniority rated worker. If a junior seniority rated worker is engaged on a specific job that requires previous knowledge of the job in order to complete the job, the returning employee will be employed at the earliest opportunity.

ARTICLE 13 - LEAVES

13.1 Bereavement Leave

Bereavement leave will be granted to any employee requesting same due to a death in the immediate family of: spouse, children, mother, father, sister, brother, mother-in-law and father-in-law. Bereavement pay of three (3) days will be paid if the funeral and the three (3) day absence occur during a regular work week.

13.2 Jury Duty

Any employee who, by order of any Court, is required to serve as juror, shall, upon presentation of such Order to the Company, be granted a leave of absence, without pay, until such time as his/her services are no longer required by the Court.

Whenever possible, during this period, the Company will try to offer him/her as many hours of regular work as his/her schedule and this Agreement will permit.

13.3 Maternity and Parental Leave

Maternity and parental leave will be in accordance with the provisions of the Employment Standards Act.

13.4 Family Responsibility

An employee is entitled to up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or;
- (b) the care or health of any other member of the employee's immediate family.

13.5 Benefits

The Employer will continue to pay all eligible Health and Welfare benefits and pension contributions during the period of leaves pursuant to Clauses 13.1, 13.2, 13.3, and 13.4.

13.6 General Leave

- (a) The Employer may grant a general leave of absence for any reason, providing sufficient notice is given. The bona fide business interests of the Company, the legitimacy of the employee's request will be considered prior to making a decision on the request.

- (b) Any employee who, while on leave of absence, obtains employment with another employer, without having obtained prior permission to do so from the Company, shall be subject to discharge.
- (c) The Employer will exercise its obligations under this clause in a fair and non-discriminatory manner.

ARTICLE 14 - SAFETY AND HEALTH

14.1 Statutory Compliance

- (a) The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.
- (b) The Employer shall be in full compliance with all applicable statutes and regulations pertaining to the working environment.

14.2 Joint Occupational Health and Safety Committee

- (a) The Union will appoint worker representatives to the committee.
- (b) The Joint Occupational Health and Safety Committee will meet during working hours and the worker representatives will attend without loss of pay. If the committee meets outside of a worker representative's regular work day, he/she shall receive straight time pay or equivalent earned time off.
- (c) Copies of all meeting minutes and safety reports will be sent to the Union office.

14.3 Washroom and Lunchroom Facilities and Drinking Water

Adequate washroom and lunchroom facilities will be provided by the Company and kept in a sanitary condition. The Company shall supply towels, hot water, soap and other supplies normally found in restrooms. Employees will cooperate by observing the simple rules of cleanliness. Drinking water shall be provided at all times, at appropriate locations at the worksite.

14.4 Leaving Work Due to Accident

An employee leaving work due to an accident or injury occurring at the workplace shall be paid for the remainder of his/her regular scheduled shift.

14.5 Report of Injury

Any employee suffering injury while in the employ of the Company must report immediately to the First Aid Department or as soon thereafter as possible, and also to the Department on returning to work.

14.6 Occupational First Aid Certificates

- (a) If the Employer requires first aid duties performed and with prior approval, an employee upon successful completion, shall be reimbursed for the cost of obtaining or renewing an Occupational First Aid Certificate. Leave to write the necessary exam shall be granted without loss of pay.
- (b) *First Aid Premiums:*
 - (1) Level 3 First Aid Certificate - hourly rate plus 50¢
 - (2) Level 2 First Aid Certificate - hourly rate plus 45¢

ARTICLE 15 - HOLIDAYS AND HOLIDAY PAY

15.1 Recognized Holidays

For the purpose of this Agreement, the following shall be recognized and observed as holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	"Floater" Day

any other one (1) day as first declared by either the Federal or Provincial government.

15.2 Statutory Holiday Pay

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.

15.3 Statutory Holiday During Vacation

Should any of the foregoing holidays occur or be observed during the vacation period of any employee, such employee(s) be granted an additional consecutive day off for each such holiday without pay.

15.4 Work Performed on Statutory Holiday

All work performed on any such holiday or day observed as such, will be paid for at double time rate.

15.5 Floating Holiday

The Floating holiday will be taken by all employees on a day mutually agreed between the Parties.

ARTICLE 16 - ANNUAL VACATION

16.1 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 pay cheque.
- (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% gross earnings	2 weeks
600/3 years	6% gross earnings	3 weeks
1000/5 years	8% gross earnings	4 weeks
2000/10 years	10% gross earnings	5 weeks

16.2 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 a Company work related injury or illness in any calendar year, also days on maternity leave as while in the employ of the Employer.

16.3 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 1st or June 1st during each year of his/her employment.

16.4 Vacation Scheduling

All vacation leave will be approved subject to the Company's production requirements and on the basis of seniority.

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

17.1 Prescription Glasses

Each employee required to wear prescription glasses shall be reimbursed by the Company for the cost of lenses and frames up to a maximum of one hundred and fifty (\$150.00) dollars per employee, once every two (2) years, paid only after the employee is on the seniority list for one year.

17.2 Health and Welfare Plan

Employees will be entitled to coverage under a Health and Welfare Plan at a cost to the Employer not exceeding one dollar and eighty cents (\$1.80) for each hour paid. The Plan will be designated by the Union and the Employer will remit the necessary amount per employee as directed by the Union.

It is the intention of the Parties to this Collective Agreement to work together as soon as is practical to improve or replace the existing Plan to include an hours-bank system so that employees may enjoy benefits for a period beyond layoff.

17.3 Pension Plan

(a) The Employer will contribute towards a Group RRSP, or Pension Plan as directed by the Union. The Employer's contribution will be ninety-two cents (92¢) per working hour, (except as otherwise stated in this Agreement) to each employee after completion of the probationary period. The Employer's contribution will increase to \$1.02/hour on July 1, 2004, and to \$1.12/hour on July 1, 2005.

(b) An employee may make voluntary contributions which shall be deducted from the employee's biweekly pay cheque. The Employer shall forward the contributions to the 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 18 - APPRENTICES AND TRAINING

18.1 Apprentices

All apprentices shall be employed in accordance with the provisions of the applicable legislation.

18.2 Apprentice Wage Scale

- 1st - 6 months of apprenticeship50% of Journeyman rate
- 2nd - 6 months of apprenticeship55% of Journeyman rate
- 3rd - 6 months of apprenticeship60% of Journeyman rate
- 4th - 6 months of apprenticeship65% of Journeyman rate
- 5th - 6 months of apprenticeship70% of Journeyman rate
- 6th - 6 months of apprenticeship75% of Journeyman rate
- 7th - 6 months of apprenticeship80% of Journeyman rate
- 8th - 6 months of apprenticeship95% of Journeyman rate

18.3 Attendance at College

The Company agrees to pay the Apprentice full wages when attending college. All Government grants for attending college will be directed to the Company.

18.4 Welding Test

Non-ticketed welders requesting a welding test will be provided with a coupon by the Company and test on their own time and pay for the cost of testing. Welders required to retest shall retest on their own time and the Company will pay for the test if test is successful. At layoff, any employee classified as a welder whose ticket has expired during employment with the Company shall be provided with the facilities to retest on his own time, and, if successful, the Company will pay for the test. (CANADIAN WELDING BUREAU TICKETS ONLY).

ARTICLE 19 - APPRENTICES AND TRAINING

In the event that the Company introduces a technological change which results in:

- (a) Displacement of employees from employment with the Company. The Company will cooperate with government training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary aptitude to fill the vacancies.
- (b) Any employee being terminated will receive one (1) weeks' pay for each year of seniority in excess of three (3) years' of seniority.

ARTICLE 20 - PAYDAYS AND SEVERANCE PAY

20.1 Payday

Employees shall be paid by cheque on a regularly designated pay day once every two (2) weeks.

For afternoon and night shifts, when paydays are on Friday, paycheques shall be distributed on the Thursday shift, whenever possible, so employees can get to the bank before their Friday shift.

20.2 Severance Pay

When an employee is terminated by the Employer due to permanent closure, the provisions of the Employment Standards Act as in force at the signing of this Agreement will apply.

ARTICLE 21 - RATES OF PAY

Employee Classification	Hourly Rates of Pay			
	March 1, 2003	July 1, 2003 3%	July 1, 2004 2%	July 1, 2005 2%
Shipyard Journey Person	\$24.83	\$25.49	\$25.94	\$26.40
Welder	\$23.72	\$24.38	\$24.83	\$25.29
Painter/Sandblaster (Skilled)	\$20.30	\$21.41	\$21.87	\$22.96
Painter/Sandblaster (Semi-Skilled)	\$19.41	\$20.07	\$20.52	\$20.98
Labourer (Unskilled)	\$15.11	\$15.56	\$15.87	\$16.18

Lead-hand rate: \$1.50/hour

ARTICLE 22 - TERM OF AGREEMENT**22.1 Duration**

This Agreement shall be binding and remain in effect to midnight May 31, 2006.

22.2 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, 2006 but in any event not later than midnight March 31, 2006.
- (b) Where no notice is given by either Party prior to March 31, 2006, both Parties shall be deemed to have given notice under this Clause on March 31, 2006, and therefore Clause 22.3 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 General Manager.

22.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 22.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

22.4 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.

22.5 Labour Relations Code

The Parties agree to exclude the operation of Section 50, subsections (2) and (3) of the B.C. Labour Relations Code.

22.6 Effective Date of Agreement

The provisions of the 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

Joe Sansalone, General Manager

Mike Corby, Bargaining Committee

Harvey Hendrickson, Staff Representative

Signed this _____ day of _____, 2003.

MEMORANDUM OF AGREEMENT

*between
Esquimalt Drydock Co. Ltd. (The Employer)
and
BC Government and Service Employees' Union (The Union)*

RE: PREMIUM PAY FOR WORK ON CERTAIN VESSELS

The Employer shall pay premium rates for all work performed by certified, ticketed trades persons on all Canadian DND contract vessels, Canadian Coast Guard vessels, Canadian Ocean Sciences vessels, and all cruise ships 25,000 DWT or greater.

In the matter of jurisdiction between the various trades, common practice shall be followed.

The premium will raise the total wage/benefit package to \$30.65 on July 1, 2003, \$31.79 on July 1, 2004, and to \$32.69 on July 1, 2005.

The premium, the difference between the above rates and those rates shown in Article 21, shall be paid into the established RRSP Plan, or as otherwise directed by the employee.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Joe Sansalone, General Manager

Mike Corby, Bargaining Committee

Harvey Hendrickson, Staff Representative

Signed this _____ day of _____, 2003.