

MEMORANDUM OF AGREEMENT

BETWEEN:

**International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,
Forgers and Helpers, Local Lodge 191**

(hereinafter referred to as the "Employer")

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from August 1, 2014 to July 31, 2018.
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term five (5) years from August 1, 2018 to July 31, 2023 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from August 1, 2018 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
- 6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.

7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to make every effort to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Esquimalt, B.C. this 24th day of January, 2019

Robert Taylor [Signature]

Brody Smith [Signature]

FOR THE EMPLOYER

Tony Gelich [Signature]

Arjun Yous [Signature]

Kyle White [Signature]

FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JAN 23, 2018	Time:
UP#1	2.02	Remove	

2.02 ~~The Employer agrees to have all Public Stenography done by a public stenographer who is a member of this Union and can supply the Union Label, if available.~~

E&OE
Signed off this 23 day of January 2019
For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JAN 23, 2018	Time:
UP#3	2.04	Amend	

2.04 Assignments of Wages and Employee Information

The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union by the fifteenth (15th) day of each month following the date of deduction, monthly together with the following information as to the persons from whose pay such deductions have been made:

- (a) SIN or employee ID number
- (b) Name and address
- (c) Monthly salary
- (d) Amount of dues deducted
- (e) Job classification
- (f) Employee status
- (g) Date of hire
- (h) Work location
- (i) Telephone number, except where employees have expressly indicated to the Employer that their number is unlisted

Such information will be supplied by the Employer to the Union in an electronic format that is mutually acceptable to the Parties.

The Union will provide remittance forms.

E&OE
Signed off this 23 day of January 2019
For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JAN 23, 2018	Time:
UP#4	2.05	Remove	

2.05 ~~Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect. This section shall not apply to new hires after February 28, 2001.~~

E&OE
Signed off this 23 day of January 2019
For the Union [Signature] For the Employer [Signature]

ARTICLE 15 – JOB STEWARDS

- 15.01** The Union shall notify the Employer of the appointment of all Job Stewards.
- 15.02** The Job Stewards shall be recognized by the Employer and shall not be discriminated against.
- 15.03** The Employer shall provide a Job Steward with sufficient time to carry out their duties as a Job Steward without loss of pay.

Should read:

- 15.01 The Union shall notify the Employer of the appointment of all Job Stewards.
- 15.02 The Job Stewards shall be recognized by the employer and shall not be discriminated against.
- 15.03 The Employer shall grant Leave of Absence for Union Business, as defined by the Union, on reasonable notice from the Union. All leave requests less than 30 days are subject to approval by the employer. Such leave will be without loss of pay to the Employee, with pay to be covered by the Union.
- 15.04 The Employer shall provide a Job Steward with sufficient time to carry out their duties. Leave of absence with pay and no loss of seniority for a designated to:
- a) investigate complaints;
 - b) investigate grievances and attend grievance meetings;
 - c) supervise during ratification votes;
 - d) attend meetings called by management;
 - e) distribute bulletins and surveys.

E&OE
Signed off this 24th day of JANUARY 20 19

For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JUNE 23, 2018	Time:
UP#11	7.01	Amend	

- 7.01 (a) Upon completion of twelve (12) months' service an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate for the period in which the vacation was earned.
- (b) Upon completion of six (6) months' service in the first (1st) year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed between the employee and the Employer.
- (c) Vacation time may not be carried over into the following year without the approval of the Employer. This Subsection (c) must not be construed as depriving any employee who currently has unused vacation which has been carried over of the right to use the same. Disposition of any such carried over vacation will be mutually agreed by the Parties.
- (d) It is encouraged that employees take their vacation in the vacation year. Any vacation earned but not used and not carried over to the following year shall be paid out at the appropriate percentage to the employee.

E&OE
Signed off this 23 day of January 2019
For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JAN 24 2019	Time:
UP#12	8.00	Discussion with language to follow.	

- 8.01 The Employer shall furnish the following amount per hour for all hours worked in combined health and welfare plan premiums and pension plan contributions for employees:

Effective date	Rate
Date of ratification 2016	\$5.63
August 1, 2016	\$5.88
August 1, 2017	\$6.13

Annual percentage increases to wages as set out in Appendix A shall be applied to the contributions above in subsequent years.

- 8.02 Health and Welfare

The Employer shall provide and pay for a health and welfare benefit package for the employees. The plan shall be the Boilermakers Lodge No. 191 Welfare Plan.

- 8.03 Pension Plan

The Employer shall provide and make payments to the Boilermakers Lodge No. 191 Pension Plan for the employees. The amount of the hourly pension plan contribution shall be the difference resulting from subtracting the amount of the health and welfare benefit package premium costs, as may change from time to time, from the total hourly amount specified in Clause 8.01.

- 8.04 Funded Liability

Sick leave, accrued vacation and severance pay liability of the Employer are to be kept in a separate trust account for all employees.

E&OE

Signed off this 24 day of January 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JUNE 23, 2018	Time:
UP#14	9.03	Amend	

9.03 Maternity Pregnancy Leave and Paternity Parental Leave

Leave of absence without pay shall be granted in accordance with the *Employment Standards Act* for maternity pregnancy and/or paternity parental, including adoption. Such leave will not affect sick leave entitlement or seniority. All such leave of absence requests shall be in writing and shall show the last day to be worked and the expected date of return to work.

E&OE
Signed off this 23 day of January 20 19
For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JAN 24, 2018	Time:
UP#15	9.04	Amend	

9.04 Bereavement Leave

- a) An employee shall be granted up to ~~three~~ five (3 5) working days paid leave in case of death of a parent, ~~wife, husband~~ spouse, common-law spouse, same-sex spouse, ~~brother, sister~~ siblings, ~~step brother, step sister~~, step siblings, child, stepchild (including foster child or child under guardianship), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparent-in-law, or spouse's grandchild. The definition also includes those who are not related, but are considered a family member. For the purpose of this Subsection (a), "parent" shall include foster parent.
- b) An employee shall be granted one (1) working day paid leave in the case of the death of an aunt, uncle, niece or nephew.
- c) ~~An additional two (2) working days' paid leave will be provided if an employee needs to travel off of Vancouver Island.~~

E&OE
Signed off this 24th day of JANUARY 20 19
For the Union [Signature] For the Employer [Signature]
[Signature] Boody



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JUNE 23, 2018	Time:
UP#16	10.06	Amend	

10.06 Employees on approved leave of absence on Union business, ~~maternity~~ pregnancy or ~~paternity~~ parental leave or sick leave/extended sick leave, will continue to accrue seniority.

E&OE
Signed off this 23 day of January 20 19
For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JAN 24, 2018	Time:
UP#18	Appendix A Part 2	General wage increase	

Appendix A

Wage Increases

The parties agree to increase the wages set out in Appendix A as follows:

August 1, 2018 – 3.75%

August 1, 2019 – 3%

August 1, 2020 – 3%

August 1, 2021 - 2% + CPI increase up to a maximum of 3% if annual CPI is greater than 2%

August 1, 2022 – 2% + CPI increase as above.

"CPI increase" above means the annual Consumer Price Index as determined by a reliable source as agreed upon by the parties for the Greater Victoria Regional Area, or for British Columbia if the regional information is not available.

The parties agree to meet in advance of any possible CPI increase and make every effort to come to an agreement on the appropriate source of the CPI. If the parties cannot agree, either party may refer the matter to an arbitrator for determination.

Retroactivity

The parties agree that the above increases shall be applied on a fully retroactive basis, with the exception that the vacation bonus set out in Article 7.04 shall not apply to retroactive wages.

Signing Bonus

The Employer agrees to pay a lump sum of \$600 to each employee active in the bargaining unit following the ratification of the agreement.

E&OE

Signed off this 24 day of January 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JAN 23, 2018	Time:
UP#19	X.XX	New	

X.XX

Medical Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo a medical procedure will be granted a leave for the procedure and recovery period. Employees granted such leave shall be entitled to weekly indemnity plan benefit. The union, the employer and the employee will work together to tailor any return to work and transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the employer. The employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

E&OE

Signed off this 23 day of January 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JUNE 23, 2018	Time:
UP#20	Housekeeping		

Gender neutral collective agreement while proof reading.

Any housekeeping as required.

E&OE
Signed off this 23 day of January 20 19
For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: JAN 23, 2018	Time:
UP#21	N/A	New	

Following ratification, the parties agree to meet and discuss and good faith the use of MoveUP's dispatch system by the employer.

E&OE
Signed off this 23 day of January 20 19
For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees
Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Jan 24, 2019	Time:
UP#22	9.06	New	

9.06 Family Responsibility and Compassionate Care Leave

Employees shall be entitled to leave for family responsibility and compassionate care as set out in the *Employment Standards Act*. Additional leave may be granted on mutual agreement of the employee and the employer.

E&OE

Signed off this 24 day of January 2019

For the Union

For the Employer

unpaid

5.03

A lunch hour shall be provided and taken within the two (2) hours in the middle of the regular working day. By employee request and upon mutual agreement of the Employer and the Union, the lunch break may be shortened to thirty (30) minutes. The precise time of the lunch break will be arranged between the Employer and the employee.

E&OE
Signed off this 24th day of January 20 19

For the Union

[Signature]

For the Employer

[Signature] [Signature]

4.02 Probationary Period

All new employees except temporary and casual employees will be considered probationary for the first ninety (90) days of employment. After ninety (90) days employment, an employee will become regular. A temporary employee attaining regular status will not be required to serve a further probationary period beyond the first ninety (90) days of employment

Amend to:

4.02 Probationary Period

All new employees will be considered probationary for the first ninety (90) days of employment. Such period may be extended up to an additional 90 days on mutual agreement of the union and the employer. Any temporary or casual employee will become regular on completion of probationary period. Unless an extension is agreed to in accordance with this article, no employee will be required to serve a further probationary period beyond the first ninety (90) days of employment.

E&OE
Signed off this 24th day of JANUARY 20 19
For the Union [Signature] For the Employer [Signature]

Letter of Understanding

BETWEEN: INTERNATIONAL BROTHERHOOD OF BOILERMAKERS LOCAL LODGE 191

PARTY OF THE FIRST PART

AND: MoveUP, Local 378, Canadian Office and Professional Employees Union

PARTY OF THE SECOND PART

It is agreed by and between the Parties that Janice Denluck will have her existing terms and conditions of employment grand-parented as follows:

1. Hours of Work

The operation of Clauses 5.01 and 5.02 is specifically excluded. Seven (7) hours shall constitute a day's work between the hours of 8:00 am and 4:00 pm, and shall be paid as if eight (8) hours had been worked. Five (5) days shall constitute a week's work between Monday and Friday inclusive.

2. Annual Vacation

In lieu of Clause 7.03, she shall receive thirty (30) working days' paid vacation per year. Payment for such vacation period shall be at the employee's current wage rate or twelve percent (12%) of gross earnings for the period in which the vacation was earned, whichever is greater.

3. Benefit Package

In lieu of Clauses 8.01, 8.02 and 8.03, she will continue to receive the highest Welfare and Pension and Tool Allowance rates contained in any collective agreement for which the Employer is the certified bargaining agent for all hours worked. She shall make her own designation as to the distribution of this amount in lieu.

4. Sick Leave

In addition to Clause 9.01, she will be paid upon termination fifty percent (50%) of the unused portion of her sick leave credits at her regular rate at time of termination.

5. Severance Pay

The operation of Clause 11.06(c) is specifically excluded. Upon termination of employment for any reason, except dismissal for cause, she will be paid severance pay.

6. Wages

In lieu of Appendix "A", she will continue to receive the highest Senior Chargehand rate contained

MoveUP and Boilermakers Local Lodge 191 Collective Agreement

E&OE
Signed off this 24th day of JANUARY 20 18

For the Union

For the Employer

ARTICLE 9 - LEAVES OF ABSENCE

9.01

Sick Leave

The Employer will allow each full-time employee one and one-half (1½) days' sick leave with pay at his or her regular rate for each month of employment, sick leave to be accumulative up to a maximum of one hundred and forty (140) working days, it being understood that "Bereavement Leave" will not be charged to sick leave credits. When an employee is on the Employer-funded wage loss plan, the difference between weekly indemnity payments and full salary shall be paid from the employee's accrued sick leave.

Amended to:

ARTICLE 9 - LEAVES OF ABSENCE

9.02

Sick Leave

The Employer will allow each full-time employee one and one-half (1½) days' sick leave with pay at his or her regular rate for each month of employment, sick leave to be accumulative up to a maximum of (36) working days. All sick days accumulated past 36 working days will be paid out monthly. It is understood that "Bereavement Leave" will not be charged to sick leave credits. When an employee is on the Employer-funded wage loss plan, the difference between weekly indemnity payments and full salary shall be paid from the employee's accrued sick leave.

E&OE
Signed off this 24th day of JANUARY 2019
For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**Boilermakers 191
PROPOSALS 2018
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:

Letter of Understanding

**BETWEEN: INTERNATIONAL BROTHERHOOD OF BOILERMAKERS LOCAL
LODGE 191**

PARTY OF THE FIRST PART

**AND: MoveUP, Local 378, Canadian Office and Professional Employees
Union**

PARTY OF THE SECOND PART

It is agreed by and between the Parties that Janice Denluck will have her existing terms and conditions of employment grand-parented as follows:

1. Hours of Work

The operation of Clauses 5.01 and 5.02 is specifically excluded. Seven (7) hours shall constitute a day's work between the hours of 8:00 am and 4:00 pm, and shall be paid as if eight (8) hours had been worked. Five (5) days shall constitute a week's work between Monday and Friday inclusive.

2. Annual Vacation

In lieu of Clause 7.03, she shall receive thirty (30) working days' paid vacation per year. Payment for such vacation period shall be at the employee's current wage rate or twelve percent (12%) of gross earnings for the period in which the vacation was earned, whichever is greater.

3. Benefit Package

In lieu of Clauses 8.01, 8.02 and 8.03, she will continue to receive the highest Welfare and Pension and Tool Allowance rates contained in any collective agreement for which the Employer is the certified bargaining agent for all hours worked. She shall make her own designation as to the distribution of this amount in lieu.

4. Sick Leave

In addition to Clause 9.01, she will be paid upon termination fifty percent (50%) of the unused portion of her sick leave credits at her regular rate at time of termination.

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer

5. Severance Pay

The operation of Clause 11.06(c) is specifically excluded. Upon termination of employment for any reason, except dismissal for cause, she will be paid severance pay.

6. Wages

In lieu of Appendix "A", she will continue to receive the highest Senior Chargehand rate contained in the Seaspan Victoria Shipyards Co. Ltd. and Boilermakers Local 191 collective agreement or the highest MGT-1 Production Supervisor rate in the Agreement between the Treasury Board and The Federal Government Dockyards Trades and Labour Council (Esquimalt), whichever is higher.

The terms of this Letter of Understanding are agreed without prejudice and without precedent and shall not be applied to any other employee.

This Letter of Understanding forms part of the Collective Agreement and shall remain in effect in accordance with Article 16.

Signed at _____, British Columbia, this ____ day of _____
2016.

PARTY OF THE FIRST PART
Signed on Behalf of the Employer

PARTY OF THE SECOND PART
Signed on Behalf of the Union

(original signed)

(original signed)

C. Gordon White
Business Manager

Ryan Stewart
Union Representative

E&OE
Signed off this _____ day of _____ 20____

For the Union

For the Employer
