

**Collective Bargaining**  
**For the renewal of the Collective Agreement**

between

**Victoria Shipyards Co Ltd**

and

**International Brotherhood of Boilermakers, Iron Shipbuilders,  
Blacksmiths, Forgers and Helpers, Lodge 191**

that expired on February 28, 2021

**Boilermakers Lodge 191 Comprehensive Best and Final Offer**

April 25, 2022

(E&O, excl.)

The following is a last offer for full and final settlement of the collective bargaining between the Victoria Shipyards Co Ltd and the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Lodge 191. Any proposal not included or referred to in this document is considered to be withdrawn on a without prejudice basis to either party.

This last offer is a package proposal which is to be either accepted or rejected in its entirety. There will be no “cherry-picking” of any aspect of the package proposal.

The parties agree to unanimously recommend acceptance to their respective principals.

Any proposals previously agreed in the course of bargaining are now considered part of the entire package and are included in a Memorandum of Settlement (Appendix A), as listed:

Housekeeping	Gender neutral language
Article 3 (b)	Union Representatives
Article 4 (d) and (f)	Union Security
Article 5 (o)	Hours of Work - Banked Overtime
Article 11 (m)	General Provisions - Bullying and Harassment
Letter of Understanding #14	Signing Bonus (delete)
Article 16	Apprenticeship Committee - Composition
Letter of Understanding #7	Office Steward Language Renummer articles Union name change

**Current Language**

**Agreed to Language**

	<b>Article 5(r) - Hour of Work - Training</b>
	Training – All Company provided training will be at straight time. Shift start/stop times, breaks, including lunch, may be adjusted, without penalty, to suit the training program. Except where training is provided by an external provider, the Company will make every effort to avoid training on weekends and Statutory Holidays. With mutual agreement, which shall not be unreasonably withheld, the Company may provide training outside of regularly scheduled shifts.
<b>Article 8 (a) - Probation, Seniority and Recall</b>	<b>Article 8 (a) - Probation, Seniority and Recall</b>
(a) The probationary period for new employees is sixty (60) days worked within a six-month period.	(a) The probationary period for new employees is seven hundred & twenty (720) straight-time hours worked within a nine-month period. The Company will advise the Union when an employee has successfully completed their probationary period. <b>Labouring Pay Rates.</b> <ul style="list-style-type: none"> <li>- For the purposes of pay, the probationary language will remain at 60 days.</li> <li>- For the purposes of evaluation for employment status, the new language will apply (720 hours within a nine month period)</li> </ul>
<b>Article 11 (k) - General Provisions</b>	<b>Article 11 (k) - General Provisions</b>
(k) The Parties will meet to determine conditions necessary for successful implementation of a Trades Helper classification and training program. All existing seniority ranked Helpers will be grandfathered.	(k) All existing seniority ranked Helpers will be grandfathered.
<b>Article 11(o) - General Provisions - Maternity and Parental Leave</b>	<b>Article 11(o) - General Provisions - Maternity and Parental Leave</b>
For the purposes of maternity and/or paternity leave, the Parties agree to follow the provisions set out in the Employment Standards Act.	For the purposes of maternity, parental, or adoption leave, the Parties agree to follow the provisions set out in the Employment Standards Act.
<b>Article 11 - General Provisions</b>	<b>Article 11 (p) - General Provisions Critical Illness or Injury Leave.</b> The Parties agree to follow the provisions set out in the <i>Employment Standards Act</i> .

	<p><b>Article 11 (q) Compassionate Care Leave.</b> The Parties agree to follow the provisions set out in the <i>Employment Standards Act</i>.</p>
	<p><b>Article 11 (r) Leave Respecting Domestic or Sexual Violence</b> The Parties agree to follow the provisions set out in the <i>Employment Standards Act</i>.</p> <p>Leaves set out above in (o), (p), (q), and (r) will not affect vacation and seniority entitlements. Where applicable, seniority will continue to accrue while on any legislated leave to a maximum of two (2) years</p>
	<p><b>Article 11 (s) General Provisions</b></p>
	<p>Article 11 (s) Gender Transition An employee who provides a certificate from a medical practitioner confirming the employee requires a leave of absence to undergo gender transition will be granted an unpaid leave of absence.</p>
<p><b>Article 12-Severance Pay</b></p>	<p><b>Article 12-Severance Pay</b></p>
<p>All employees forced to retire because of ill health, by reaching retirement age or qualifying for Union Pension on Retirement, shall be entitled to severance pay as follows.</p>	<p>When an employee has received severance pursuant to this Article and should they wish to return to work for the Company at some later date, it will be in the Company's sole discretion whether they may return to work for the Company.</p>
	<p><b>Article 13 (d) Welfare and Pension</b></p>
	<p>(d) Wages may be allocated to benefits and/or pension (HW&amp;P) or any other fund a Union may create, at the discretion of the appropriate Union with 30 days written notice prior to the contractual anniversary each year. The allocation must apply to all members of the Union requesting the allocation.</p> <p>Additionally, employees who participate in one of the following Union pension plans may, with 30 days written notice prior to the contractual anniversary each year, direct the Company to deduct from each pay a fixed dollar amount which will be contributed to their Union Pension Plan. Employees may cancel their additional contribution at any time; however, they may only change the amount being deducted from their pay within the 30-day period noted above.</p> <p>Boilermakers, Local 191 Machinists, Local 3</p>

	<p>Ironworkers, Local 643 COPE Local 378 (OBA MoveUP)</p> <p>Note: The Memorandum of Settlement to contain a provision which will allow employees who participate in one of the Union pension plans noted above to direct the Company to deduct from each pay a fixed dollar amount which will be contributed to their Union pension plan. This must occur within 60 days following ratification of the Memorandum of Settlement. Thereafter, employees may only initiate or change such deductions as per the agreed upon language contained in the revised collective agreement.</p>
<b>Article 17-Duration</b>	<b>Article 17-Duration</b>
(a) This Agreement shall remain in effect to February 28, 2021 and shall continue from year to year thereafter subject to the right of either Party, within four (4) months immediately preceding the expiry date or the anniversary date in any year thereafter, by written notice to the other Party, to require collective bargaining to commence with a view to bargaining a renewal Agreement.	(a) This Agreement shall remain in effect to February 28, 2026 and shall continue from year to year thereafter subject to the right of either Party within four (4) months immediately preceding the expiry date of the anniversary date in any year thereafter, by written notice to the other Party, to require collective bargaining to commence with a view to bargaining a renewal Agreement.
<b>Letter of Understanding #2 - Staging Equipment</b>	<b>Letter of Understanding #2 - Staging Equipment</b>
It is agreed that, due to lack of staging equipment in our facility, it has been the policy of the Company to utilize outside unionized contractors for staging. However, we confirm that wherever possible a 1-1 hire will be implemented with Local 191 personnel.	Delete
<b>Letter of Understanding #15-Mileage</b>	<b>Letter of Understanding #15-Mileage</b>
When an employee uses his/her vehicle for Company business to attend a workstation that is in excess of 16 km (10 miles) from Victoria Shipyards site he/she shall be reimbursed the corporate mileage policy rate per kilometer.	When an employee uses their vehicle for Company business to attend a workstation that is in excess of thirty-five (35) km from Victoria Shipyards site he/she shall be reimbursed the corporate mileage policy rate per kilometer.

<b>Letter of Understanding #17-Pre-Job Meeting</b>	<b>Letter of Understanding #17 - Pre-Job Meeting</b>
The Parties agree to develop a pre-job template for projects requiring an employee(s) to perform work beyond the sixteen (16) km regular working area. The pre-job meeting will establish terms and conditions for the project such as, but not limited to, hours of work, overtime, meal allowance, travel time, transportation, and sea trials.	The Parties agree to develop a pre-job template for projects requiring an employee(s) to perform work beyond the thirty-five (35) km regular working area. The pre-job meeting will establish terms and conditions for the project such as, but not limited to, hours of work, overtime, meal allowance, travel time, transportation, and sea trials.

**VICTORIA SHIPYARDS LAST OFFER ON REMAINING ITEMS**

**Current Language**

**New Language**

<b>Article 9-Statutory Holidays</b>	<b>Article 9-Statutory Holidays</b>																										
(a) The following days are to be recognized as Statutory Holidays by the Company and any work performed on these days shall be paid at double time rates.	(a) The following days are to be recognized as Statutory Holidays by the Company and any work performed on these days shall be paid at double time rates																										
<table border="0"> <tr><td>New Year's Day</td><td>Canada Day</td></tr> <tr><td>Remembrance Day</td><td>Good Friday</td></tr> <tr><td>BC Day</td><td>Christmas Day</td></tr> <tr><td>Easter Monday</td><td>Labour Day</td></tr> <tr><td>Boxing Day</td><td>Victoria Day</td></tr> <tr><td>Thanksgiving Day</td><td>One Floating Day (to be observed in the Christmas period.)</td></tr> </table>	New Year's Day	Canada Day	Remembrance Day	Good Friday	BC Day	Christmas Day	Easter Monday	Labour Day	Boxing Day	Victoria Day	Thanksgiving Day	One Floating Day (to be observed in the Christmas period.)	<table border="0"> <tr><td>New Year's Day</td><td>Canada Day</td></tr> <tr><td>Remembrance Day</td><td>Good Friday</td></tr> <tr><td>BC Day</td><td>Christmas Day</td></tr> <tr><td>Easter Monday</td><td>Labour Day</td></tr> <tr><td>Boxing Day</td><td>Victoria Day</td></tr> <tr><td>Thanksgiving Day</td><td>Family Day</td></tr> <tr><td>National Day for Truth and Reconciliation</td><td>One Floating Day (to be observed in the Christmas period.)</td></tr> </table>	New Year's Day	Canada Day	Remembrance Day	Good Friday	BC Day	Christmas Day	Easter Monday	Labour Day	Boxing Day	Victoria Day	Thanksgiving Day	Family Day	National Day for Truth and Reconciliation	One Floating Day (to be observed in the Christmas period.)
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(c) Statutory Holiday pay will be calculated as five and four tenths' percent (5.4%) of gross earnings (Effective March 1, 2013) and shall be added to each employee's pay each pay period.	(c) Statutory Holiday pay will be calculated as five and eight tenths' percent (5.8%) of gross earnings (Effective October 1, 2021) and shall be added to each employee's pay each pay period.																										
<b>Article 14 - Monetary Package</b>	<b>Article 14 - Monetary Package</b>																										
<table border="0"> <tr><td>March 1, 2016</td><td>0%</td></tr> <tr><td>March 1, 2017</td><td>3.75%</td></tr> <tr><td>March 1, 2018</td><td>2.0%</td></tr> <tr><td>March 1, 2019</td><td>2.0% or COLA</td></tr> <tr><td>March 1, 2020</td><td>2.0% or COLA</td></tr> </table> <p>*In the event that the average annual all items Victoria CPI exceeds 2.20% in the year prior to the contractual increase, the wages will be increased by the amount above to a Maximum of 2.5%.</p>	March 1, 2016	0%	March 1, 2017	3.75%	March 1, 2018	2.0%	March 1, 2019	2.0% or COLA	March 1, 2020	2.0% or COLA	<table border="0"> <tr><td>March 1, 2021</td><td>2.5%</td></tr> <tr><td>March 1, 2022</td><td>3.0%</td></tr> <tr><td>March 1, 2023</td><td>3.0%</td></tr> <tr><td>March 1, 2024</td><td>*2.5% (or COLA – max 3%)</td></tr> <tr><td>March 1, 2025</td><td>*2.5% (or COLA – max 3%)</td></tr> </table> <p>*In the event that the average annual all items Victoria CPI exceeds 2.5% in the year prior to the contractual increase, the wages will be increased by the amount above to a Maximum of 3.0% in 2024 and 2025.</p>	March 1, 2021	2.5%	March 1, 2022	3.0%	March 1, 2023	3.0%	March 1, 2024	*2.5% (or COLA – max 3%)	March 1, 2025	*2.5% (or COLA – max 3%)						
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<p><b>Letter of Understanding #7 - Pregnancy/Parental/Adoption Leave</b></p>	<p><b>Letter of Understanding #7 Pregnancy/Parental/Adoption Leave</b></p>
<p>Leave of absence without pay shall be granted as per the Employment Standards Act of British Columbia. Such leave will not affect vacation entitlements or seniority entitlements. Seniority will continue to accrue while on leave.</p>	<p>Delete (now in body of CA)</p>
<p><b>Letter of Understanding #14 Signing Bonus – (Deleted by agreement on June 17, 2021)</b></p>	<p><b>Letter of Understanding #14 Ratification Bonus</b></p>
<p>The Company will pay a signing bonus to any employee who worked 160 straight time hours or more between March 1, 2016 and February 28, 2017 (both dates inclusive), based on the following:</p> <ul style="list-style-type: none"> <li>a. Employees who accumulated 1,200 or more earned hours* during the above noted period will receive a signing bonus payment of \$1500 less statutory deductions.</li> <li>b. Employees who accumulated less than 1,200 or more earned hours* during the above noted period will receive a signing bonus payment of \$750 less statutory deductions.</li> </ul> <p>It is understood that employees who worked less than 160 straight time hours between March 1, 2016 and February 28, 2017 will not receive a signing bonus.</p> <p>*Earned hours include straight time hours worked plus overtime hours worked.</p>	<p>The Company will pay a ratification bonus to any employee active on the payroll at date of ratification who worked 160 straight time hours or more between March 1, 2021 and February 28, 2022 (both dates inclusive), based on the following:</p> <ul style="list-style-type: none"> <li>a. Employees who accumulated 1,200 or more earned hours* during the above noted period will receive a ratification bonus payment of \$750 less statutory deductions.</li> <li>b. Employees who accumulated less than 1,200 or more earned hours* during the above noted period will receive a ratification bonus payment of \$500 less statutory deductions.</li> </ul> <p>It is understood that employees who worked less than 160 straight time hours between March 1, 2021 and February 28, 2022 will not receive a ratification bonus.</p> <p>*Earned hours include straight time hours worked plus overtime hours worked.</p>

New\* LOI-Welder Prolongation

**RE: PROVIDING SUPPORT TO WELDERS FOR CONTINUITY (PROLONGATION) REQUIREMENTS**

**WHEREAS:**

- A. The Employer and Union requires Welders to maintain continuity of their welding performance qualifications.
- B. The Employer and Union will work together to have welders attend the worksite, when unemployed, to complete prolongation requirements.

THIS AGREEMENT WITNESSES THAT the parties hereby agree as follows:

1. The Company will provide a day, per month to allow welders to maintain continuity of welder performance qualifications in accordance with ASME IX, CSA W47.1 or other applicable standards.
2. The Union will supply the Welding Department a list of welders that will require prolongation in the applicable standard and welding process.
3. The Company will organize a suitable location for welding on the scheduled day.
4. The Company will prepare materials and supply welding consumables within reason for the continuity process.
5. The identified welder will bring all of the required tools for prolongation. There will be no access to VSL stores or coveralls during the prolongation process.

	<ol style="list-style-type: none"><li>6. The identified welder shall meet all COVID-19 and other applicable yard security requirements prior to entering the facility.</li><li>7. The identified welder will sign a current Liability Wavier prior to entering the facility.</li><li>8. Continuity must be witnessed and signed off by a CSA w178.2 Level 2 inspector, provided by the Union or Company.</li><li>9. The Company will not cover wages for those unemployed at the time or overtime for those attending from another shift.</li><li>10. The welder will clean up the testing area and any mess made once completed.</li></ol>
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**THIS AGREEMENT WITNESSES THAT the parties hereby agree as follows:**

Signed this \_\_\_ day of April 2022

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

**BARGAINING REPRESENTATIVES FOR THE UNION:**

\_\_\_\_\_  
Tony Winter  
Vice-President and General Manager

\_\_\_\_\_  
Robert Taylor  
Business Manager, Local 191

\_\_\_\_\_  
Steve Baker  
Director of Operations

\_\_\_\_\_  
Richard Macintosh  
International Business Representative Local 191

\_\_\_\_\_  
Jerry Dardengo  
Manager, Employee Relations

\_\_\_\_\_  
Gina Duncan  
Employee Relations Specialist

\_\_\_\_\_  
Scott Shaw  
Senior Director, Employee Relations & Wellness



Appendix A


attached - Appendix A

All language in the revised collective agreement shall be gender neutral.


Seaspan  
Victoria Shipyards Co Ltd

Date

International Brotherhood of  
Boilermakers, Iron  
Shipbuilders, Blacksmiths,  
Forgers and Helpers, Lodge  
191

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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1921 11/21  
June 17/21

  
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\_\_\_\_\_  
\_\_\_\_\_

Article 3 (b) – Union Representatives


*Amend to read as follows:*

(b) A Union representative shall be present at any disciplinary meeting and/or investigative meeting that may lead to disciplinary action against any member of the bargaining unit. Additionally, the Company agrees to provide the applicable Union Business Manager, Business Agent, or Representative with as much notice prior to such meeting(s) as is practicable.


Seaspan  
Victoria Shipyards Co Ltd

Date

International Brotherhood of  
Boilermakers, Iron  
Shipbuilders, Blacksmiths,  
Forgers and Helpers, Lodge 191

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

June 18/21

  
\_\_\_\_\_  
\_\_\_\_\_

**Article 4 (d) and (f) – Union Security**

*Amend to read as follows:*

(d) The Company shall recognize a Union Representative and/or Shop Steward(s) appointed by the Union which may include Union Representative and/or Shop Stewards from the "manpower supply Unions". The Company will be provided with a list of all appointed Union Representative and/or Shop Stewards for each Union.

For any matter pertaining to the interpretation and/or application of the collective agreement, the Company shall only meet with the Business Manager or ~~his/her~~ their appointee, from Local 191. All other matters may be dealt with by the applicable Union Shop Steward, providing that one is available. If the applicable Union Shop Steward is not available, a Shop Steward or other Union Official from Local 191 will deal with the matter.



Unless mutually agreed otherwise, only one (1) Union Shop Steward will be in attendance at meetings where a Shop Steward is required.

(f) There shall be no discrimination against a member of the Unions because of his ~~or her~~ their lawful activities on behalf of the Unions. Shop Stewards will not leave their regular duties without receiving permission from their Supervisor, which permission will not be unreasonable withheld.

Seaspan  
Victoria Shipyards Co Ltd

Date

International Brotherhood of  
Boilermakers, Iron  
Shipbuilders, Blacksmiths,  
Forgers and Helpers, Lodge 191

	June 18 <sup>th</sup> /21	
_____		_____
_____		_____

**6. Article 5(o) – Hours of Work – Banked Overtime**

*Amend to read as follows:*

Employees will have two (2) options per year, January 1<sup>st</sup> and July 1<sup>st</sup>, to select one of the following three (3) Banked Overtime options:

- i) One hundred percent (100%) cash – no time off.
- ii) Fifty percent (50%) cash and fifty percent (50%) time off. (160 hours max)
- iii) One hundred percent (100%) time off. (160 hours max)

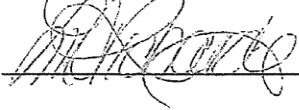
Time off will be taken in multiples of two (2) hours:

- 1. By Company designation, i.e. The Company may require an employee to exercise their banked overtime if the alternative is for that employee to be laid off.
- 2. Where an employee has accumulated banked overtime and has been issued layoff notice, the employee will have the option to continue on the Company's payroll until their banked overtime runs out.
- 3. By mutual agreement between the Parties.
- 4. Any banked time over 80 hours will be paid out at the end of each calendar year.
- 5. At the discretion of the Company, Banked OT may be used by employees to offset sick days in order to maintain their wages. These days will still count towards absenteeism.
- 6. Once per calendar year the employee may cash out their banked overtime.

**Seaspan  
Victoria Shipyards Co Ltd**

**Date**

**International Brotherhood of  
Boilermakers, Iron  
Shipbuilders, Blacksmiths,  
Forgers and Helpers, Lodge 191**



April 14/21

June 17/21



15. Article 11(m) – General Provisions – Harassment

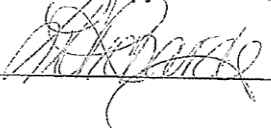

Amend to read as follows:

(m) **Bullying and Harassment** – The Union and the Employer recognize the right of the employee to work in an environment free from bullying and harassment. ~~The Union~~ Either party may initiate a grievance under this clause at any step in the grievance procedures. Grievance in this clause will be handled with all possible confidentiality and dispatch.

Seaspan  
Victoria Shipyards Co Ltd

Date

International Brotherhood of  
Boilermakers, Iron Shipbuilders,  
Blacksmiths, Forgers and  
Helpers, Lodge 191

	April 11/21	
	June 17/21	



26. Letter of Understanding #14 – Signing Bonus

Delete existing language.

Seaspan  
Victoria Shipyards Co Ltd

Date

International Brotherhood of  
Boilermakers, Iron  
Shipbuilders, Blacksmiths,  
Forgers and Helpers, Lodge 191

	April 11/21	
_____	June 17/21	_____
_____		_____
_____		_____
_____		_____

**18. Article 16 – Apprenticeship Committee – Committee Composition**

*Amend to read as follows:*

The Committee shall be comprised of equal representation of Management representatives and Union representatives who will meet ~~on a bi-monthly basis~~ every three (3) months with the following Terms of Reference:

Seaspan Victoria Shipyards Co Ltd	Date	International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Lodge 191
	June 11/21	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____





(Canadian Office and Professional Employees Union, Local 378)

**Victoria Shipyards  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP3-HK	LOU 7	Housekeeping	

Amend all references of Office Steward or Shop Steward to job steward.

E&OE  
Signed off this 16<sup>th</sup> day of APRIL 2021

For the Union [Signature] [Signature]  
June 29, 2021

For the Employer [Signature]  
[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**Victoria Shipyards  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP2-HK	LOU 7	Housekeeping	

Assign letters or numbers to all headings in LOU 7 for easy reference.

E&OE  
Signed off this 16<sup>th</sup> day of APRIL 2021

For the Union [Signature] For the Employer [Signature]  
June 29, 2021 [Signature]




(Canadian Office and Professional Employees Union, Local 378)

**Victoria Shipyards  
PROPOSALS 2020  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP1-HK	LOU 7	Housekeeping	

Correct all references of MoveUP Local 378 to MoveUP throughout.

E&OE  
Signed off this 16<sup>th</sup> day of APRIL 2021

For the Union  
  
June 29, 2021

For the Employer  
