

**MEMORANDUM OF SETTLEMENT (E&O Excl.)**

**(February 13, 2026 – 15:30)**

**For a Renewed Collective Agreement**

**Between**

**Victoria Shipyards Co. Ltd.**

**and**

**Boilermakers Local 191**

The undersigned bargaining representatives acting on behalf of Victoria Shipyards Co. Ltd. (hereinafter called “the Company”), agree to unanimously recommend to their principals for ratification and signature;

AND

The undersigned bargaining representatives acting on behalf of the Boilermakers Local 191 (hereinafter called “the Union”), agree to unanimously recommend to the Union membership for acceptance and ratification;

All proposals not specifically addressed herein are deemed withdrawn by their respective Party.

**The following items will form the Memorandum and be incorporated into The Collective Agreement:**

“Agreed to” Items signed by the Parties attached to this Memorandum of Agreement as Schedule “A”.

**Agreed to Items Signed by the Parties (Summary)**

LOU # 18 – 2021 Ratification Bonus

- (Amend existing – See “Ratification Bonus”)

LOU # 7 – Confined Space – Sand Blasting and Spray Painting

- Changed to Restricted Spaces, opened to all trades

Article 4 (d) Union Security

- Amended to include new language for Union Rep or Shop Steward to provide up to twenty (20) minutes during a new hire orientation.

Article 4 (f) Union Security

- Amended to include new language for a designated Shop Steward to be last laid off (skill and ability permitting).

Article 5 – Hours of Work

- Amend (b) Afternoon Shift and (c) Graveyard Shift differentials.

Article 16 – Apprenticeship Wage Scale

- Added new 3-year scale and label current scale as 4-year scale.

LOU # 13 – Mileage

- Amend language to reflect shortest drive distance for 35 km travel limit.

LOU # 12 – Stabilization Fund

- Change to Training Fund and remove language regarding Stabilization Fund.

LOU # (x) – Chargehand Ratios

- Add new LOU regarding Chargehand Ratios

Article 11 – (o) Maternity and Parental Leave, (p) Critical Illness or Injury Leave, (q) Compassionate Care Leave, (r) Leave **Respecting** Domestic or Sexual Violence and (s) Gender Transition

- Remove individual items and combine all under Protected Leaves
- Language to reflect ESA (Employment Standards Act) Job Protected Leaves.

LOU # 6 – MoveUP D. Union Representation

- Add new language Trainee Union Representatives
- Allows for agreed leave of absence for Union Representative training

LOU # 6 – MoveUP K. Hiring/Promotion/Lay-Off

- Replace 'Temp Agency' with 'temporary agency'
- Add new wording for posting requirements

LOU # 20 – Safety Advisor Training and Pay

- Add new LOU identifying training and pay levels for Safety Advisors

LOU # 8 – CWB Certification Process and Costs and # 14 Welders – C Level/Foundations

- Combined into one LOU with amendments to language.

LOU # 17 – In-Company and Company – Sponsored Skills Development

- Amended to reflect changes from discussion on LOU #8 and LOU # 14 changes.

LOU # 19 – Specialty Pay

- Add new LOU to implement Specialty Pay for categories defined in new language.

Article 13 – Welfare & Pension

- Add Bill C-30 Pension selection

All existing LOUs are deemed renewed “as-is”, unless modified or removed, as above.

**Items addressed by the Comprehensive Offer:**

- 1) Monetary Package (Articles 14 & 15)
- 2) Duration (Article 17)
- 3) LOU - Ratification Bonus (*provided ratification occurs on or before March 1, 2026*)

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 January 1, 2025 and December 31, 2025 (both dates inclusive), based on the following:

- a. Employees who accumulated 1,200 or more earned hours\* during the above noted period will receive a ratification bonus payment of \$2,000 less statutory deductions.
- b. Employees who accumulated less than 1,200 earned hours\* during the above noted period will receive a ratification bonus payment of \$1,000 less statutory deductions.

It is understood that employees who worked less than 160 straight time hours between January 1, 2025 and December 31, 2025 will not receive a ratification bonus.

\*Earned hours include straight time hours worked plus overtime hours worked.

**Article 14**

<b>Effective Date</b>	<b>Wage Increase</b>	<b>HW&amp;P</b>
March 1, 2026	16.0%	\$0.60 per Hour
March 1, 2027	5.5%	\$0.50 per Hour
March 1, 2028	3.0% - Or COLA to max 5%	\$0.30 per Hour
March 1, 2029	3.0% - Or COLA to max 5%	\$0.15 per Hour

**COLA Provisions:** In 2028 and 2029, Employees will receive the greater of the stated wage increase or COLA to a maximum of 5.0%, based on Victoria CPI average

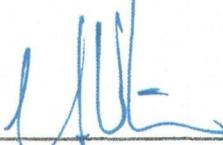
for previous calendar year to Collective Agreement Anniversary Date (i.e.: January 1 – December 31 of previous Year).

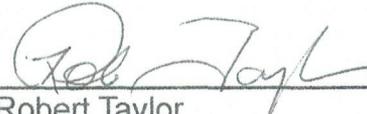
**Article 17 Duration**

**Term:** Four (4) Years, Expiring February 28, 2030.

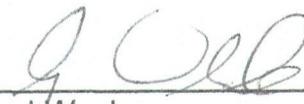
**VICTORIA SHIPYARDS CO LTD**

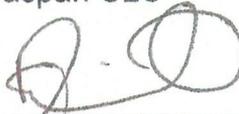
**BOILERMAKER LODGE 191**

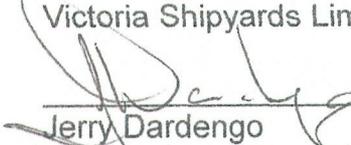
  
\_\_\_\_\_  
Tony Winter  
Vice-President and General Manager  
Victoria Shipyards Limited

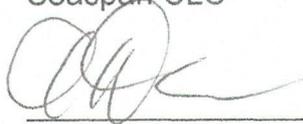
  
\_\_\_\_\_  
Robert Taylor  
Business Manager,  
Boilermakers, Local 191

  
\_\_\_\_\_  
Scott Shaw  
Sr. Dr. Operations HR  
Seaspan ULC

  
\_\_\_\_\_  
Gord Weel  
International Representative  
Boilermakers International

  
\_\_\_\_\_  
Rich Gill  
Director of Operations  
Victoria Shipyards Limited

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

  
\_\_\_\_\_  
Gina Duncan  
Employee Relations/Appeals Specialist  
Seaspan ULC

Dated at Victoria, British Columbia this 13<sup>th</sup> day of February  
2026.

## Schedule "A"

Amendments and new language will be in **bold text**

LOU #18 – Ratification Bonus

*Amended with new language – **Ratification Bonus (provided if ratification occurs on or before March 1<sup>st</sup>, 2026)***

LOU #7 – ~~Confined Space—Sand Blasting and Spray Painting~~  
**Restricted Spaces**

Time and one-quarter (x 1.25) shall be paid when ~~sandblasters and/or spray painters are~~ **employees are** required to work for one (1) hour or more in an enclosed space, the dimensions of which restrain the employee to working in a kneeling position or lower, precluding them from periodically standing.

Other unique situations will be discussed between the Company and Union and evaluated on their merits as soon as practicable on a job to job basis.

Article 4(d) – UNION SECURITY  
*Amend to include new language*

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

**The applicable union’s representative/shop steward will be provided up to twenty (20) minutes during the new hire orientation for introduction time within the first thirty (30) days of employment.**

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

Article # 4 UNION SECURITY

*Amend*

f) There shall be no discrimination against a member of the Unions because of their lawful activities on behalf of the Unions. **Each Union’s Business Manager shall designate a Shop Steward who will be the last employee laid off in their given regular work area or project provided they have the skill and ability, as determined by the Company, to complete the necessary work.** Shop Stewards will not leave their regular duties without receiving permission from their Supervisor, which permission will not be unreasonably withheld.

Article 5 – HOURS OF WORK

*Amend*

- (b) Afternoon Shift- 8 working hours/day (1600 - 0030)- Shift differential of ~~\$2.50~~ **3.25** per hour earned
- (c) Graveyard Shift - ~~8 hours paid for 7 hours worked/day~~ **normally** (2400 - 0730) - ~~plus 50 cent shift premium per hour earned~~ differential **of \$7.55** per hour earned. Health, and Welfare **and** Pension ~~and Training Fund~~ payments will equal 8 hours for 7 hours worked.

Article 16 – Apprenticeship Wage Scale

*Amend to include new 3 year scale and label current wage scale as 4 year scale.*

**The rates of pay for Apprentices, shown as a percentage of the Journeyman rate for 3 year programs are:**

<b>1st Term</b>	<b>800 Hours and six months</b>	<b>65%</b>
<b>2nd Term</b>	<b>800 Hours and six months</b>	<b>70%</b>
<b>3rd Term</b>	<b>800 Hours and six months</b>	<b>75%</b>
<b>4th Term</b>	<b>800 Hours and six months</b>	<b>80%</b>
<b>5th Term</b>	<b>800 Hours and six months</b>	<b>85%</b>
<b>6th Term</b>	<b>800 Hours and six months</b>	<b>90%</b>

LOU #13 – Mileage

*Amend to read*

When an employee **is directed and agrees to** uses their vehicle for Company business to attend a workstation that is in excess of thirty-five (35) km from Victoria Shipyards (main) site **or their residence (whichever is shorter)** they shall be reimbursed the **CRA** mileage policy rate per kilometer.

**The allowance shall be based on the most direct route, (as measured by Google Maps or equivalent). There may be other situations where driving is also considered as employment related, if approved by the Company.**

~~LOU #12– Stabilization Fund- Training Fund~~

*Amend to read*

~~Stabilization Fund~~ **Training Fund**

The Parties agree that the ~~stabilization fund contribution of \$0.12 per hour will be discontinued as at June 30, 2017, in accordance with the provisions of the rules of the Stabilization Fund. Any outstanding amount owed associated with the creation of the Stabilization Fund and/or the termination of the Stabilization Fund will be paid, in priority, by the fund. The remaining monies in the Stabilization Fund will be moved to a Victoria Shipyards Training Fund~~ **is** to be used at the Company's discretion for training of the employees covered by this Collective Agreement. Effective July 1, 2017, the contribution of \$0.12 per hour will be **redirected from the Stabilization Fund to each applicable Union's training fund, to be used to educate and train the Union's members employed at Victoria Shipyard.**

**LOU # x Chargehand Ratios**

**The ratio of supervisors to workers shall be maintained at a reasonable and appropriate level, as the work requires, to ensure effective supervision and operational efficiency. This ratio may be reviewed and adjusted from time to time upon request by either party.**

## **Protected Leaves**

Article 11 (o) (p) (q) and (r) *(items combined into one article)*

Article 11 (s) *(moved to the MoveUP LOU)*

*(the remaining articles following this change are to be reorganized)*

Article 11 (o)

**The Parties agree to follow the provisions set out in the BC Employment Standards Act for Job Protected Leaves of Absence, unless the leave is specifically addressed in the collective agreement.**

LOU # 6 MoveUP

### **D. UNION REPRESENTATION**

The Employer shall recognize one job steward elected or appointed by MoveUP and shall not discharge, discipline or otherwise discriminate against such Job Steward for carrying out the duties proper to that position, provided the Steward and/or the eligible workers are not caused to neglect their work or are disruptive of operations.

### **Trainee Union Representatives**

**The Company shall grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:**

- **The extent of the leave will be subject to department operational considerations.**
- **The period of absence will not exceed six ( 6) continuous months, unless otherwise agreed to by the Company.**

LOU # 6 MoveUP

### **K. HIRING/PROMOTION/LAY-OFF (amend)**

Job Vacancies

Replace *Temp Agency* with *temporary agency*

Job Posting (amend to add)

Notice of all full-time, part-time or temporary (greater than thirty (30) days) and limited term job vacancies shall be posted on the Company website for three (3)

working days and shall include the job title, job level, **posting date, posting closing date**, and a brief description of the job duties including necessary qualifications. A copy of each such posting shall be forwarded to MoveUP and on-site Job Steward.

## **LOU #20 – Safety Advisor Training and Pay**

### *New Language*

**All Safety Advisors employed at the time of ratification will be grandfathered and will not have a reduction in rate below semi-skilled for the duration of this contract (2026-2030).**

**All Safety Advisors will endeavor to attain the CSO (Construction Safety Officer) designation and all other training requirements for Semi-Skilled.**

**Training must be made available and scheduled in a reasonable timeframe. Training that is required for rate increase will not be withheld.**

**Safety Advisors will begin at the Unskilled pay level. In order to advance to the next level, the minimum number of hours must be worked and all training for the next level must be completed.**

#### **Unskilled - First Aid & Office Support**

**(720 straight time hours worked and identified training to be completed during Probation)**

- **WSBC Advanced Level First Aid**
- **Intelex Data Entry**
- **WHMIS**
- **Facilitate Yard Orientation**
- **Respiratory Fit Testing**
- **Monthly AED Inspections**
- **\*Emergency Response (ERT)- Operations Level**  
( \*may not be completed in Probation period)

#### **Semi-Skilled - Field Safety Advisor**

**(minimum 720 straight time hours worked and completion of all identified training)**

- **Fall Protection**
- **NFPA Shipyard Competent Person**
- **Emergency Response (ERT)- ICS 100 Entry Level Lead**
- **Emergency Response (ERT)- ICS 200 Intermediate Lead**
- **Authorizing Safe Entry for Confined Spaces & Associated Training**
- **Hot Work Permitting**
- **Lead Awareness**

- Asbestos Awareness
- Standby Person
- Fire Watch
- Breathing Air System Trainer
- Spill Response
- Monthly Fire Extinguisher Inspections
- Hazard Identification & Reporting & Safety Culture
- CSO (Construction Safety Officer)

**Skilled - Field Safety Advisor**

**(Min 6800 hours worked and 4 years of employment as a safety advisor with Seaspan and completion of all Unskilled and Semi-Skilled training requirements)**

- NCSO (National Construction Safety Officer)
- Incident Investigation Training
- Training Instructor (i.e. Fall Pro., C/S Entry, etc.)

**All required training costs and time required for training will be paid by the Company with the exception of time required for the NCSO program or lapse/loss of First Aid qualifications. Upkeep of qualifications will be paid for by the Company.**

**In order to maintain the pay rate, all training and qualifications must be maintained.**

**Training requirements as required by legislation or regulation will be added. For the purpose of determining rates of pay for these or any other requirements that are added by the Company there will be discussions between Union and Company.**

**Failed certifications - the Company will not be responsible for the cost to re-take the training and certification.**

**It is not a requirement for the Safety Advisor to advance to Skilled Rate.**

Welders

*New LOU to Replaces LOU#8 and 14*

## **Dispatch Requirements**

1. **All welders shall be dispatched to the VSL in accordance with the minimum certification and qualification requirements as defined below:**

a. **Minimum Certification Requirements**

- **Welder Journey Person Certification: Interprovincial red seal certification**
- **Apprentice Welder: Foundation course completed or Welder level 1 and level 2 course completion (or equivalent)**

b. **Minimum Qualification Requirements**

- **Must hold a valid CWB 47.1 SMAW and FCAW all positions "S" classification**

**Any additional qualification requirements for welders will be determined on the dispatch notice and welders may be required to pass additional company qualifications required for employment.**

**On a case by case basis, by mutual agreement, welders will be accepted with different or lesser qualifications and certifications to meet ongoing project requirements**

2. **Where required to meet project and customer requirements, welders may be required to successfully pass additional welder qualification or job test after dispatch to the yard. Such requirements will be detailed on dispatch notice. Failure to pass or meet these requirements may result in lay-off.**
3. **Welders are required to pass and continuously hold a valid qualification required to conduct welding work on VSL projects.**
4. **Welders who fail to maintain their qualification(s) which reduces their ability to work to project requirements may be subject to layoff.**
5. **Welders who are on seniority and are currently employed by the Company are required to pass and continuously hold the minimum structural qualifications  
CWB 47.1 SMAW all positions "S" classification and FCAW all positions "S" classification.**
6. **Welders are required to comply with customer requirements, Classification**

Society Standard testing and qualification requirements to be employed on certain Company identified projects.

7. Prior to dispatch, the Union will provide the Company with the following required documentation which may include but not limited to the following:
  - a. Journey person or Apprentice Certification (if applicable)
  - b. Evidence of any current qualifications required for dispatch
8. For Welders with C.W.B minimum qualifications with less than one (1) month remaining on any Company required certifications or qualifications will not be dispatched to work. Unless agreed upon in writing by the Company.
9. The requirements of any pre-dispatch job test(s) and/or qualification will be discussed between the Company and the Union.
10. Non-Company Sponsored Apprentice Welder or Self-Directed Process

Requirements for hiring of non-company indentured apprentice or challenge / self-directed apprentice welders dispatched through the Union are as follows:

1. Cannot be hired while there are union members on seniority available and capable of performing work
2. Will not be eligible for seniority
3. Shall be chosen by mutual agreement and will not be unreasonably withheld.
4. In the event of a reduction of work, they shall be laid off first in order to keep a more qualified welder.

11. Non-Company Sponsored Apprentice Welder or Self-Directed Process

12. Non-Company Sponsored Apprentice Welder or Self-Directed Process Pay Levels

Non-Company Indentured Apprentice Welder, Challenge Apprentice Welder (self-directed) will be paid in accordance with the following percentage of journey person rates based on levels of certification/training and meeting minimum levels of log book hours:

level 3 and min 5400hrs	90%
level 3 and min 4500hrs	85%
Foundation or level 2 and min 3600hrs	80%

Foundation or level 2 and min 2700hrs	75%
Foundation or level 2 and min 1800hrs	70%
Foundation or level 2 and min 900hrs	65%

### 13. Upgrading and Training Process

Where required to fill skills gaps within the seniority membership, from time to time, training will be required of union members. At such time a training need is identified the following process shall be followed: (excluding Company Sponsored apprentices)

1. Every member on seniority will be provided the chance to express interest in training and have their response recorded in the presence of a Union representative. No response will be perceived as a decline in training.
2. Seniority Members who indicate their interest in training will be vetted for suitability by the Company with input from the Union based on prior level of skill, ability and experience levels.
3. Other members and non-members will then be offered training if needed.

### CWB Certification Process and Costs {replaces LOU #8}

1. It is the responsibility of all welders to renew their C.W.B. tickets prior to the expiry date. If expired and you are within ninety (90) days, then only a check test is required and only that cost will be covered by the Company for seniority-ranked employees
2. If the Welders C.W.B. tickets are about to expire while they are employed at Victoria Shipyards, all fees, approved by the Company, that are associated with testing and revalidating an employed Welder's required qualifications will be paid by the Company.
3. Testing will be conducted where available. Onsite is the preference but, Employed Welders who are required to travel to another location for testing will receive appropriate wages and travel time
4. For welders on seniority that are not employed by the company that require re-certification, the company will only cover only the CWB fees. These fees are for one check test only per process, no wages or travel shall be paid.
5. Should the unemployed employee fail to recertify, all future costs

associated with their recertification will be borne by the employee.

## **LOU #19 – Specialty Pay**

*New Language (renumbering the LOUs may be required,)*

### **Specialty Pay (new)**

**The Company deems the following positions will receive Specialty pay (above base classification rate) while performing the task:**

**\$2.00 above the base rate:**

- **Stores person designated as First Aid (Intermediate or Advanced)**

**\$3.00 above the base rate:**

- **CSA- CWB W178.2 Level 2 & 3 Welding Inspector**
- **Welder while conducting hot work on jobs which require pre-heating, on the vessel or in restricted spaces**
  - **(>50°C consistently)**
- **Welder while completing volumetrically tested welding in-situ (i.e. fabrication or weld joint cannot be manipulated into a different position)**
- **CNC programmer (and while checking program)**

**\$5.00 above the base rate:**

- **Lockout Coordinators**

**The Company deems the following position(s) will receive Specialty pay (above base classification rate) while qualified and able to perform the skill competently:**

**\$3.00 above the base rate (and will be kept out of seniority):**

- **Q1N submarine qualified welder**
- **CuNi qualified submarine welder or brazer**
  - **(holding Company CuNi qualifications for both butts and fillet welding or \$1.50 for just butts or just fillet certification)**

**As determined by the Company, other positions/tasks may be added/removed, and rates may be adjusted to reflect industry requirements.**

**These rates are not additive to higher rates (except for the welder conducting preheated welding as described above).**

Article 13 – WELFARE & PENSION

*Add new language*

**(e) Pension - Bill C-30**

***(1) The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.***

**OR**

***(2) The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be paid to the employee as wages which shall not attract vacation or holiday pay.***

***The election of option (1) or (2) will be at the discretion of the Union.***