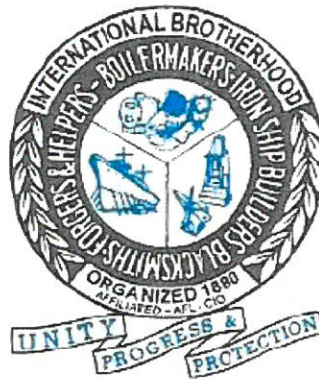


COLLECTIVE AGREEMENT

Between

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

(hereinafter referred to as the "Employer")



And



(Local 378, Canadian Office and Professional Employees Union)

(hereinafter referred to as the "Union")

August 1, 2014 to July 31, 2018

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PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

ARTICLE 2 - UNION SECURITY

2.01 The Employer agrees that all employees covered by this Agreement within thirty (30) calendar days of the signing of this Agreement, or within thirty (30) calendar days of the date of employment with the Employer, whichever event shall later occur, as a condition of continued employment with the Employer shall become and remain members of the Union.

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.

2.03 In the event of the Employer hiring an office employee who is not a member of the Union, the Union agrees to issue a work permit prior to commencing employment in order that the Employer may display the Union label.

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 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.

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.

2.06

No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit, except as provided in Clause 2.03 above, unless such work is of an emergency nature, and there are no members of the bargaining unit available. For the purpose of this Clause 2.06, the Union will supply to the Employer, a current list of available unemployed members, indicating the individual's qualifications, availability, and minimum hours acceptable.

ARTICLE 3 - BARGAINING UNIT and RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of the Union, and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 3.02 a) The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Union and shall remain the sole property of the Union.
- b) All members of the Union shall use their Union Label as provided by the Union.
- 3.03 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 3.04 Picket Line
It shall not be a violation of this Agreement or cause for discipline or discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 3.05 No Discipline for Union Activity
The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 3.06 No Lockout or Strike
During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work, either complete or partial, for any reason, by the Union.

ARTICLE 4 – EMPLOYMENT

4.01 Duties, Policies and Procedures

The Employer or his Representative shall provide to the employee a job description containing the duties the employee is expected to perform and from whom the employee shall receive his/her instructions as to the policies and procedures of the establishment.

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.

4.03 A temporary employee is an employee so informed at the start of employment, and may not work past three (3) months of employment as a temporary employee. The Employer at the start of employment must notify the Union and receive a work permit. Following three (3) months temporary employment an employee shall be considered to be a permanent employee and shall be entitled to all the benefits of the contract.

4.04 Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for permanent full-time employees except as hereinafter defined or excluded.

ARTICLE 5 - HOURS OF WORK

- 5.01 Seven (7) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. Five (5) days shall constitute a week's work between Monday and Friday inclusive. Employees have the option to work seven and one half (7.5) hour days, only by mutual agreement between the Employer and employee.
- 5.02 Two (2) relief periods per day of fifteen (15) minutes each, one (1) morning and one (1) afternoon, shall be taken.
- 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.
- 5.04 All time worked before or after the regularly established working day or on a Saturday shall be considered as overtime, and shall be paid for at time and one-half (1½) the employee's straight time hourly rate for the first two (2) hours' and two (2) times the straight time hourly rate thereafter.
- 5.05 All full-time employees required to work overtime immediately following the regular work day shall be allowed one (1) hour's paid lunch period at the regular rate, provided such overtime is in excess of two (2) hours' work. Such estimated length of overtime work to be agreed upon by the Employer and the employee.
- 5.06 Overtime Rate for Sunday and Statutory Holiday
Time worked on a Sunday or Statutory Holiday shall be paid for at two (2) times the employee's straight time hourly rate.
- 5.07 Employees hired on a part-time basis shall have their hours scheduled, and these hours shall fall between the hours of 8:00 a.m. and 5:00 p.m. All work done outside the scheduled hours and within the regularly established work day shall be considered as off schedule hours and paid for at the regular rate.
- 5.08 Employees called in to perform emergency or part-time work after 5:00 p.m. shall be guaranteed a minimum of two (2) hours at the overtime rate. If the emergency or part-time work does not require the full two (2) hours, it shall be the employee's prerogative to go home and be paid the full two (2) hours.

- 5.09 All overtime shall be distributed, all things being equal, between all members of the office staff.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 Recognition of Statutory Holidays

The Employer agrees to provide all full-time and regular part-time employees with the following Statutory Holidays without loss of pay:

New Year's Day	<u>Family Day</u>	Good Friday
Easter Monday	Victoria Day	Canada Day
Friday preceding	BC Day	Friday preceding
BC Day		Labour Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and any other day that may be stated as a legal holiday by the Federal, Provincial or Civic Government. When a Statutory Holiday falls on a Saturday or Sunday, the holiday shall be designated on the regular work day preceding or following the holiday.

If an employee is required to work on the Friday preceding Labour Day then the employee shall have a floating holiday to be taken at a mutually agreed upon time.

6.02 Temporary and casual employees shall receive statutory holiday pay at the rate of four per cent (4%) of gross earnings calculated and applied to each pay cheque. Part-time employees will receive six per cent (6%).

ARTICLE 7 - ANNUAL VACATION

- 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.
- 7.02 Each employee who completes five (5) years' service shall receive twenty (20) working days' paid vacation. Pay for such vacation shall be at the employee's current wage rate for the period in which vacation was earned.
- 7.03 For each completed year of service in excess of five (5) years, each employee shall receive one (1) working day paid vacation to a maximum of thirty (30) working days. Pay for such vacation shall be at the employee's current wage rate for the period in which vacation was earned.
- 7.04 On December 31st of each year, regular full-time and part-time employees shall receive a vacation bonus of two percent (2%) of gross earnings earned in that calendar year. At the Employer's discretion, employees may be allowed to take this bonus in equivalent paid time off. Upon termination an employee shall be paid the vacation bonus on gross earnings for the period from January 1st to the termination date.
- 7.05 Vacation Pay Upon Termination During First Year of Employment
An employee whose employment is terminated for any reason during the first year of employment shall be paid six percent (6%) of gross earnings to the date of such termination, less any vacation pay already received in lieu of vacation time.

ARTICLE 8 - BENEFIT PACKAGE

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:

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

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.

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.

(a) Part-time sick leave will be calculated on a pro-rated basis proportional to the hours worked per month.

(b) Sick leave accumulation shall be calculated from the employee's commencement of employment.

9.02 Medical Certificates

Medical certificates will be provided as evidence of illness upon request of the Employer, and then only when it is reasonable for the Employer to so request. All costs for obtaining any medical certificate, examination or doctor's report under this Clause 9.02 shall be borne by the Employer.

9.03 Maternity Leave and Paternity Leave

Leave of absence without pay shall be granted in accordance with the *Employment Standards Act* for maternity and/or paternity, 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.

9.04 Bereavement Leave

a) An employee shall be granted up to three (3) working days paid leave in case of death of a parent, wife, husband, common-law spouse, same-sex spouse, brother, sister, step-brother, step-sister, 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.

9.05

Jury Duty

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. An employee shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours of Jury Duty and actual work on the job in the office in one (1) day, shall not exceed seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

ARTICLE 10 – SENIORITY

- 10.01 Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 10.02 Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.
- 10.03 An employee laid off and placed on the recall list will be credited with unbroken seniority upon recall within the recall period.
- 10.04 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.
- 10.05 Regular part-time employees will be credited with seniority on a pro-rated basis consistent with the hours earned.
- 10.06 Employees on approved leave of absence on Union business, maternity or paternity leave or sick leave/extended sick leave, will continue to accrue seniority.
- 10.07 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 11 - PROMOTIONS, LAY-OFFS, RECALL AND SEVERANCE

- 11.01 All promotions under this Article 11 shall be on the basis of ability to perform the vacant job and seniority, in that order. Where an employee who has less seniority is selected, such employee's ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.
- 11.02 On reduction of staff through slackness of work: last on, first off; last off, first on; and an employee shall not be considered a new employee when re-starting, and shall be paid the same salary as when laid-off, including any negotiated wage increases that may have been applied during such layoff time.
- 11.03 Any regular full-time or part-time employee with six (6) months or more of service who is laid-off for any reason shall be placed on the recall list for a period of one year or may elect to take severance pay instead of being placed on the recall list.
- 11.04 No employee shall be dismissed except for just and sufficient cause, nor be discriminated against or discharged for his or her actions on behalf of the Union.
- 11.05 An employee shall give two (2) weeks' notice of resignation, except in extraordinary or unusual cases.
- 11.06 (a) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one weeks' wages as compensation for length of service.
- (b) The employer's liability for compensation for length of service increases as follows:
- (i) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
- (ii) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional weeks' wages for each additional year of employment, to a maximum of ten (10) weeks' wages.
- (c) The liability is deemed to be discharged if the employee:
- (i) is given written notice of termination as follows:

- a. one (1) weeks' notice after three (3) consecutive months of employment;
 - b. two (2) weeks' notice after twelve (12) consecutive months of employment;
 - c. three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of ten (10) weeks' notice.
- (ii) is given a combination of written notice under (c) (i) and money equivalent to the amount the employer is liable to pay, or
 - (iii) terminates the employment, retires from employment, or is dismissed for just cause.
- (d) The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by:
 - (i) totalling all the employee's weekly wages, at the regular wage, during the last ten (10) weeks in which the employee worked normal or average hours of work,
 - (ii) dividing the total by ten (10), and
 - (iii) multiplying the result by the number of weeks' wages the employer is liable to pay.
 - (e) For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

ARTICLE 12 - JOB CLASSIFICATION

- 12.01 Any position not covered by Appendix "A" or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure as defined in Article 13 of this Agreement.

ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION

13.01 **Grievance Processing**

The Parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article 13. For the purpose of this Article 13, the word "employee", when used, will be interpreted to refer to any employee of the Employer who is a member of the bargaining unit. The grievor shall be allowed the necessary time off with pay to attend grievance meetings with the Union Representative or the Employer.

13.02 **Grievance Defined**

In this Agreement, unless the context otherwise requires, "grievance" means any dispute or difference between the Parties to this Agreement concerning the discipline or dismissal of any employee or any dispute or difference between the Parties to the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable. All grievances of disputes arising during the life of the Agreement shall be settled without stoppage of work and without strike or lockout.

13.03 **Employer or Union Grievance**

Whether either Party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either Party may initiate a policy grievance in writing within thirty (30) days of the date of becoming aware of the action or the circumstances giving rise to the policy grievance. It is understood that in the event an employee, for any reason, does not sign a complaint in accordance with Clause 13.06, this will in no way restrict or limit the Union from raising a policy grievance, provided that the Union adheres to the time limit in writing in accordance with this Clause.

- a) The grieving Party, i.e. either the Union Representative or the Management Representative of the Employer, or their nominee(s), shall initiate same by letter. Within (10) ten working days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance.
- b) If the grievance is not resolved, the grievance may be submitted to arbitration or mediation as set out in Clause 13.07, 13.08 or 13.09.

Notwithstanding the above, an employee shall have the right to appeal, in accordance with the Grievance and Arbitration procedures contained in this Article 13, any disciplinary action taken by the Employer.

13.04 Dismissal, Suspension Grievances

The Employer shall only dismiss or discipline an employee for just and reasonable cause. The burden of proof of just and reasonable cause shall rest with the Employer. Grievances concerning dismissal or suspension of an employee may be submitted directly to Step III as per Clause 13.07 at the option of the grieving party, within thirty (30) working days of the termination or suspension.

13.05 STEP I - Employee Complaint

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause not later than fifteen (15) working days from the date of the action which led to the complaint, dispute or misunderstanding. The Job Steward or Union Representative may attend at the option of the employee.

13.06 STEP II - Employee Grievance

Should a complaint be unresolved, the complaint may be submitted by the Union office to the President or designate in writing not later than fifteen (15) working days from the date the complaint was first raised at Step I.

The President or designate will meet with and discuss the grievance as required with the Job Steward and/or Union Representative and render a decision in writing to the Union office with a copy to the Job Steward within ten (10) working days of the date of referral to Step II.

Within forty-five (45) working days of receipt of the written reply at Step II, the Union may refer the grievance to arbitration or mediation as set out in Clause 13.07, 13.08 or 13.09.

STEP III - Arbitration Procedure

- a) Any grievance which has been processed through the relevant steps of the grievance procedure without being settled may be submitted to a single Arbitrator.

The parties to the dispute will thereupon decide on the appointment of an Arbitrator. Failing agreement on this appointment within ten (10) days of such notice, the parties shall choose one (1) of the Arbitrators from the list below, by random draw, subject to the availability of the selected Arbitrator to hear the grievance within the time limits agreed to by the Parties.

The parties shall agree on a list of six (6) Arbitrators who can be available to conduct hearings within the time limits specified in this Article 13. This list shall be reviewed and amended if one of the Arbitrators becomes unavailable or upon the expiry of the Collective Agreement, or by mutual agreement at any time during the Collective Agreement.

Mark Brown

Irene Holden

Joan Gordon

Wayne Moore

Bob Blasina

David McPhillips

- b) The Arbitrator shall be requested to render a decision within a period of one (1) month following his/her appointment. The Arbitrator's decision shall be final and binding on both Parties to this Agreement.
- c) The Arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.
- d) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator, including any disbursements incurred by the arbitration proceedings.

13.08 Grievance Mediation

The Parties may mutually agree to refer the outstanding dispute to the mediation process as follows:

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mark Brown, or a substitute agreed to by the Parties, shall at the request of either Party:

- a) investigate the difference,
- b) define the issue in the difference, and
- c) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

The facts of the matter in dispute shall be presented during Grievance Mediation by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.

Mark Brown, or the substitute agreed to by the Parties, shall remain seized for the life of the Collective Agreement regarding the implementation, application or interpretation of any agreements arising from the operation of this Article 13.

13.09 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly submitted, as a grievance, in accordance with the provisions of the Grievance Procedure contained in this Agreement.

- a) An arbitrator shall be selected to hear the matter in dispute in accordance with the provisions of this Article 13.
- b) The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.

- c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceedings.
- d) All other provisions of this Article 13 with respect to arbitration and the arbitration process shall apply to Expedited Arbitration.

13.10 Time Limit Extension

Time limits specified in Article 13 are directory and may be extended by written mutual agreement between the two Parties.

13.11 Disclosure of Information

The Parties agree to provide each other, in a timely manner, with all relevant facts applicable to any existing grievance.

ARTICLE 14 - OCCUPATIONAL HEALTH AND SAFETY

The Union and Employer shall co-operate in promoting and improving rules and practices which promote a healthy occupational environment, improve conditions and provide protection from factors adverse to employee health and safety. The Employer agrees to meet or exceed all minimum occupational health and safety standards and procedures contained in the *Workers Compensation Act* and the *Occupational Health and Safety Regulation*.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Article 14.

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.

ARTICLE 16 – DURATION

16.01 Term of Agreement

This Agreement shall be binding and remain in full force for the period from and including August 1, 2014 to and including July 31, 2018.

16.02 Notice to Bargain

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement by written notice require the other Party to commence collective bargaining.

16.03 Agreement to Continue In Force

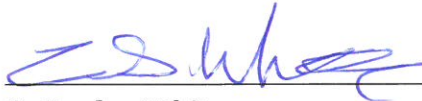
Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining, and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement in making any matter retroactive in such revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to affect a legal strike, or a legal lockout, as the case may be.

16.04 Exclusion of Operation of Sections 50(2) and 50(3) of the *Labour Relations Code*

The Parties agree to exclude the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia, or any subsequent equivalent legislative provisions, as may be amended from time to time.

Signed at VICTORIA, BC this 13TH day of JUNE, 2016
& Burnaby & 15TH

Signed on behalf of the
Boilermakers Local Lodge 191



C. Gordon White
Boilermakers Local Lodge 191

Signed on behalf of
MoveUP, Local 378, Canadian Office
and Professional Employees Union



Ryan Stewart, Union Representative
MoveUP

E&OE

RS:sh USW2009

APPENDIX "A"

CLASSIFICATIONS & WAGE RATES

PART 1 – CLASSIFICATIONS

CATEGORY 4:

Bookkeeping
Allocating and supervising work
Payroll
Advanced level of administrative or technical support
Responsible for training employees
Desktop publishing
Computer programming

CATEGORY 3:

May be required to train employees
Maintaining hour bank and records
Maintaining files
Taking minutes of meetings
Maintaining membership records
Answering employer inquiries
Performing basic bookkeeping
Preparing invoices and bills

CATEGORY 2:

Data processing
Data entry
May be required to dispatch
Receiving cash and issuing receipts
Posting dues
Updating membership records
Performing clerical duties in sorting, filing, and maintaining card files
Transcribing dictation
Receiving and responding to routine office enquiries by phone, at counter or by correspondence.

CATEGORY 1:

Typing letters, envelopes, and reports from rough draft or copy
Answering phones
Filing
Operating office equipment
Mail

PART 2 – WAGE RATES

- 1 Employees covered by this Agreement shall receive the following hourly wages.
- 2 Whenever an employee in a lower rated category is required to perform work in a higher rated category, he or she shall be paid the higher rate for all time employed in the higher classification.
- 3 Whenever an employee in a higher rated category is required to perform work of a lower rated category, he or she shall do so at their regular (higher) rate of pay.

Effective date of ratification 2016

Category	Start Rate	After 6 Months	After 12 Months
1	\$27.13	\$27.51	\$27.88
2	\$28.43	\$28.83	\$29.19
3	\$31.32	\$31.75	\$32.17
4	\$32.62	\$33.07	\$33.48

AUGUST 1, 2016 (2%)

Category	Start Rate	After 6 Months	After 12 Months
1	\$27.67	\$28.06	\$28.44
2	\$29.00	\$29.41	\$29.77
3	\$31.95	\$32.39	\$32.81
4	\$33.27	\$33.73	\$34.15

AUGUST 1, 2017 (2%)

Category	Start Rate	After 6 Months	After 12 Months
1	\$28.22	\$28.62	\$29.01
2	\$29.58	\$30.00	\$30.37
3	\$32.59	\$33.04	\$33.47
4	\$33.94	\$34.40	\$34.83

E&OE

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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

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.

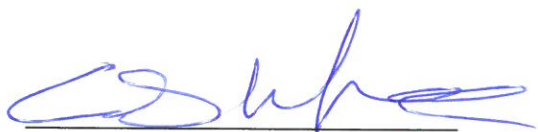
The terms of this Letter of Understanding are agreed without prejudice and without precedent and shall not be applied to any other employee.

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

Signed at VICTORIA, British Columbia, this 13th day of JUNE 2016.
Burnaby # 15th

PARTY OF THE FIRST PART
Signed on Behalf of the Employer

PARTY OF THE SECOND PART
Signed on Behalf of the Union



C. Gordon White
Business Manager



Ryan Stewart
Union Representative