



**IRVING**

**COLLECTIVE AGREEMENT**

**Between**

**Local No. 1  
INDUSTRIAL UNION OF  
MARINE AND SHIPBUILDING  
WORKERS OF CANADA**

**Chartered by**

**CAW/MWF**

**AND**

**HALIFAX SHIPYARD**

**2004 - 2006**

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2005



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**RECEIVED**  
25 FEB. 2005

THIS AGREEMENT dated as of January 1, 2004  
entered into between:

**HALIFAX SHIPYARD**  
(hereinafter referred to as the "Company")

-and-

**Local No. 1 INDUSTRIAL UNION OF MARINE AND SHIPBUILDING  
WORKERS OF CANADA, Chartered by the  
CAW/MWF,  
or its successor**  
(hereinafter referred to as the "Union").

## **INTRODUCTION**

It is the intent and purpose of parties hereto that this Agreement will promote and improve the industrial and economic relationship between the Company and its employees and to allow the Company to operate in an efficient and competitive manner complying with the contents within this Collective Agreement and consistent with statutory requirements and to set forth the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed and respected by the parties hereto.

## **ARTICLE 1 PREAMBLE AND RECOGNITION**

**1.01** The Company recognizes the Industrial Union of Marine and Shipbuilding Workers of Canada, Local #1 as the sole collective bargaining agent for bargaining unit employees of the Company as defined herein. During the life of this Agreement, the Company will not recognize any other bargaining agent other than the Industrial Union of Marine and Shipbuilding Workers of Canada, Local #1, and will so advise new employees.

**1.02** There shall be no discriminations, interference, restraint or coercion by the Company or any of its agents against any employees because of membership and/or activities in the Union.

**1.03** There will be no different treatment on the part of the Company in the matter of wages, hours and working conditions except as set forth in this Agreement between employees covered by this Agreement.

**1.04** The Union, in respect to and as part of this Agreement shall, through its Shop Stewards, undertake to actively promote general efficiency and productiveness of its members.

**1.05** Arrangements shall be made for the briefing of new employees at a place and time designated by the Company. Such briefing shall be done by equal representation from the Company and Union within five (5) working days of the date of hire.

**1.06** Where the context requires: words importing male persons include female persons; words in the singular include the plural and vice versa.

## **ARTICLE 2 CHECK-OFF**

**2.01** The Company will check-off Union dues from all members of the bargaining unit when properly notified by the employee to do so, and will pay the amount of such monthly check-off to the properly designated officials of the Union.

**2.02** Orders governing the check-off are irrevocable when presented to the Company in a form and content, approved by the Company.

**2.03** If any members of the bargaining unit become confidential employees or officials of the Company, the check-off from these employees will immediately cease if there are no outstanding monies owed to the Union and if monies are owed, the check off will cease once all monies are paid to the Union.

**2.04** All bargaining unit employees, as covered by this Agreement, who are now members of the Union, must maintain their membership in the Union as a condition of their continued employment.

All bargaining unit employees hired subsequent to the signing of this Agreement shall, as a condition of their employment, join the Union and sign and deliver to the Company a form authorizing the deduction of initiation fees as prescribed by the Union on the date of hire at the Personnel Department. Initiation fees as deducted will be remitted by the Company to the Union with the Union dues remittance.

**2.05** Dues check-off to be remitted by the Company to the Union, monthly, in consolidated form showing deductions from members.

### **ARTICLE 3 EMPLOYEE**

**3.01** Company Employees, whose positions are not included in the bargaining unit, shall not perform the duties of bargaining unit employees, except in emergencies or for training or demonstration purposes.

**3.02** The term "Employee" as used in this Agreement shall not include Supervisors, Security Guards, Timekeepers, Time Checkers, Production Clerks and any other salaried or confidential employee.

A person shall be classed as a confidential employee, who:

- 1) Does work of a confidential nature;
- 2) has occasion to make reports of the work of employees or certifies to the hours worked by other employees;
- 3) has access to information which is not available on request to the public or other employees;

4) has occasion to certify to or on behalf of the Company particulars of goods disposed of or rendered to or by the Company to or by persons other than employees.

## **ARTICLE 4 MANAGEMENT RIGHTS AND JOB SECURITY**

**4.01** The Management of the Plant and other Company properties together with the direction of the working forces, including the right to hire, discipline, suspend, discharge for proper cause, promote, demote, or transfer, and the right to relieve employees from duties because of lack of work or for other legitimate reasons, is vested in the Company, subject; nevertheless to all other provisions of this Agreement. Subject to other provisions of this Collective Agreement, Management will not direct an employee to perform work of another classification while there are employees with seniority prior to September 17, 1984, on layoff in that classification.

**4.02** The Company shall post notices indicating any vacancies outside the bargaining unit including the position of first level Supervisor or other supervisory jobs of equal or lesser position and shall invite employees to make application for such positions. Consideration will be given to present employees whose qualifications, leadership abilities, job related abilities and experience meet the necessary requirements. In no way is this to be construed as taking away Management's rights to make the selection.

**4.03** Any changes affecting working conditions of the employees as laid down in this Agreement shall be subject to negotiations between the Company and the Union.

**4.04** The Company shall post notices for a minimum of five (5) days indicating any vacancies in the Bargaining Unit and shall invite employees to make application for such positions. In the selection of those to fill such positions qualifications, job related abilities and experience shall be taken into consideration - where these are relatively equal, length of service shall be the determining factor. The union shall be given 48 hours advance written notice prior to the initial posting.

**4.05** The Company reserves the right to improve its present facilities, equipment, or processes and/or install new equipment, either

as a substitute for or in addition to the present facilities and to make whatever adjustments or arrangements in working force it may consider necessary or justified as a result thereof. The Company will discuss any major changes with the Union prior to any changes taking place and give every consideration to placing men displaced by such action on other work. When endeavouring to place such persons affected, the joint training committee shall review upcoming training program requirements, and where possible, will recommend consideration of these displaced persons into these training programs, that would result in reasonable future employment within the company. Such placement, however, is not to interfere with the seniority rights of other employees.

**4.06** Management shall not eliminate existing classifications to introduce new classifications during the term of this Agreement, without a negotiated agreement with the Union.

**4.07** Management shall not eliminate existing established practices during the term of this Agreement without meaningful discussions with the Union.

## **ARTICLE 5 SENIORITY**

### **5.01 INTRODUCTION**

Employees seniority shall be by classification(s) as listed in Schedule "A" of this Collective Agreement.

### **5.02 PROBATION**

**(a)** An Employee shall be deemed to be on probation for the whole period of employment in a classification until they gain seniority in that classification as per Article 5.02 (b). This applies to all new employees and to all existing employees who go into another classification.

**(b)** No probationary employee shall be entitled to seniority until the employee has worked 1,500 hours within a period of twenty four (24) months. Any probationary employee becoming entitled to seniority after the date of this Agreement shall have his/her seniority dated six (6) months previous to the date on which he/she has qualified for

seniority or to their date of hire, whichever is the lesser of the two. This shall be considered to be the probationary period.

**(c)** In the case of probationary employees who have not acquired seniority, ability being relatively equal, length of service shall be the governing factor in layoff, rehiring, promotion or demotion.

During the probationary period, the performance of the employee shall be monitored. In the case that an employee performs sub-standard work, the following process will be followed:

- The employee shall be informed and notification given to the Shop Steward.
- After a period of time wherein the employee is given an opportunity to improve, if the performance of the employee does not improve, the employee shall be dismissed from that classification at the Company's sole discretion.
- In the case that the employee's performance does improve, the probationary period may be extended with the consent of the union.

### **5.03 CLASSIFICATION SENIORITY**

**(a)** In the case of an employee who has established seniority, (required ability being sufficient for the work at hand), classification seniority shall be the governing factor in layoff, rehiring, promotion and demotion.

**(b)** An individual employee shall hold seniority within his classification. Employees who are laid off shall be given preference of reemployment in their classifications or when work which they are capable of performing is available in other classifications, and in such event shall be paid at the rate of the classification in which they are working.

Employees being offered employment in an alternative classification whose required abilities are relatively equal to sufficiently perform the work at hand length of service shall be the governing factor in recall.

When recalled, the employees shall be paid at the rate of the classification in which the work is being performed. When an attempt is made to recall an employee in his proper seniority position and the Company is unable to make contact and must go further down the list to obtain an employee, such junior employee shall not be entitled to more



than a five (5) working day period replacing the more senior employee. This shall not apply should continued attempts to contact the employee fail or if the employee refuses the recall.

**(c)** When an employee is assigned, loaned, volunteers, or fills a posted vacancy to work in another classification, all time spent in the other classification will count towards seniority, as per Article 5.02, and thereby enable that employee to establish preference for vacancies which arise in that classification, over employees without service in that classification. Preference in permanent assignments will be given to the employee who establishes seniority in that classification. For the initial and subsequent temporary assignments, preference will be given to senior employees with the required abilities to perform the work.

**(d)** When an employee transfers from one classification to another, he shall retain his classification seniority.

**(e)(1)** As an incentive for an employee to seek and take training or upgrading, in another classification, such employee's seniority "position" in his own classification shall be maintained in the event the employee takes alternate employment in the other classification. When employment runs out in the alternate classification, the employee may revert back to his normal position in his previous classification.

**(e)(2)** An employee can hold and accumulate seniority in more than one classification and in accordance with the above may revert back to their previous seniority slot. Employees who hold seniority in more than one classification at the time of lay off will be offered employment in another classification if employees less senior to them are currently employed in that classification.

**(f)** Before the Company hires any new employees, an effort shall be made to employ employees with seniority in other classifications and necessary qualifications for the work at hand. Preference to be given on yard seniority basis.

**(g)** When an employee is engaged in on-the-job training, he must be regarded as employed in that classification to which he is training and be laid off by seniority of that classification. That is, he shall not be involved in production work while there are employees with more seniority on lay off from that classification.

A possible example of an exception to this could be in the case of a crane operator trainee where there is a crane operator accompanying such trainee in the cab at all times.

**(h)** Helpers, Apprentices or Improvers within their own classification shall carry their full classification seniority into the journeyman status, upon attaining journeyman status.

**(i)** Where the Company undertakes to change the organizational set-up by the addition or deletion of a classification, the seniority rights of the employees involved shall be subject to a negotiated agreement between the Company and the Union.

**(j)** When Loftsmen (Optical Draftsmen) duties are not required in the loft, the Company may provide employment for up to two (2) Loftsmen (Optical Draftsmen) within the Steelworkers classification if no work is available for them in the Mould Loft. These Loftsmen will continue to gain seniority credits as Loftsmen during this period. However, they will not gain any seniority in the Steelworkers classification while employed there. These Loftsmen will not displace a steelworker whose seniority date shows January 1, 1978 or prior. These Loftsmen shall be paid in accordance with Article 5.03 (k) when assigned to the Steelworkers classification and will not be entitled to overtime within the Steelworkers classification.

**(k)** It is agreed that when an employee is temporarily assigned to perform work in a classification having a rate of pay lower than their own he/she shall continue to receive their prevailing rate of pay. Subject however to all other provisions of this collective agreement.

**(l)** Any employee performing work in a higher rated classification than his own work shall receive the higher rate of pay for the shift in which any work in the higher rated classification is performed.

**(m)** In classifications where Improvers or Helpers are employed, they shall be employed on the basis of a minimum of one (1) Helper or Improver for each fifteen (15) Journeyman or major fraction thereof. Reference to Helper or Improver shall be based on seniority and shall only apply to Helpers or Improvers with seniority prior to September 17, 1984.

(n) Apprentices will be employed in accordance with Article 22 on the basis of a maximum of one (1) apprentice for each fifteen (15) journeymen or major fraction thereof. All apprentices employed in accordance with this Article will be hired and laid off as apprentices according to this ratio separately from tradesmen, helpers and improvers, and upon attaining journeyman status shall move onto the tradesman seniority list in accordance with Article 5.03 (h).

#### 5.04 SENIORITY - GENERAL

(a) The Company will furnish a list of employees to the designated officials of the Union on or about March 1 and every three (3) months thereafter, such list shall show names and date of last entry into the service of Halifax Shipyard.

(b) The Company will also furnish the Union with a daily list of hires and exits, and a weekly list of transfers between Classifications when in accordance with 5.03 (d).

(c) An employee's seniority and recall rights shall be forfeited on any one of the following events:

- (i) If he voluntarily terminates employment:
- (ii) if he is discharged for cause;
- (iii) if he has been laid off for a period exceeding thirty-six (36) consecutive months. In the case of an employee off work because of a disability who is included on lay-off within thirty-six (36) months from the date of disability, the above-mentioned thirty-six (36) month period shall commence from the date of layoff. In the case of an employee off work because of a compensation disability, the thirty-six (36) month period for seniority shall commence from his/her first date of return to work from that disability;
- (iv) if he has been laid off for a period exceeding twelve (12) consecutive months and subsequent to that time has been issued three (3) requests at least two (2) weeks apart from Personnel Department, by registered mail to his last reported address, with an offer of em

ployment and has failed to report and accept employment within seven (7) working days of the request;

- (v) if an employee without seniority as per Article 5.02 fails to acquire seniority within twenty-four (24) months from the first date of hire:
- (vi) if an employee without seniority as per Article 5.02 has been issued two (2) requests at least one (1) week apart from Personnel Department, by registered mail to his last reported address and has failed to report and accept employment within seven (7) working days of the request:
- (vii) if he overstays a leave of absence, unless he has submitted evidence satisfactory to the Company of his inability to return and is granted an extension;
- (viii) if he applies for and receives his contributions to the former Dosco Pension Plan (established June 1, 1955), see Article 12.01, or withdraws regular contributions from the RRSP, see Article 12.03 (7).
- (ix) if he is retired;
- (x) if an employee withdraws vacation pay from current year in which it is being accumulated;
- (xi) despite Articles 5.04(c)(iv) and (vi), if an active or laid off employee is unable to attend work or return to work from lay off due to incarceration in excess of five (5) consecutive working days as a result of a criminal conviction.

(d) Any active employee within the bargaining unit promoted out of the bargaining unit shall not accumulate seniority while holding such position. If such employee reverts to the bargaining unit within three (3) months from the date of promotion, he shall exercise such seniority held at the time of his promotion out of the bargaining unit. From January 1, 2004 onward, active Bargaining Unit employees are only permitted to accept one such promotion out of the Bargaining Unit. Inactive Bargaining Unit employees (i.e employees on lay off) are not restricted in the number or duration of such promotions they may

accept. Bargaining Unit employees must not be laid off out of turn to accept such positions and Article 5.04 (c) (iii) shall apply.

## **5.05 MAINTENANCE DEPARTMENT**

Classification seniority shall apply. The Company will establish and maintain a Maintenance Department consisting of the following classifications:

Millwrights	(2)
Pipefitter	(1)
Combination Burner/Welder	(1)
Electricians	(2)
Greaser	(1)
Mechanic	(1)
Ironworker	(1)
Helper	(1)
Service Employee	(1)

Present incumbents in these classifications who have seniority in the Department will be continued in their positions. Additional personnel will be selected in accordance with Article 4.04 provided, however, that the posting for combination burner/welder will be restricted to the present burners and welders.

When all the Maintenance Department employees in the above classifications are employed, full trade flexibility shall apply.

Employees, who bid for, and are accepted into, jobs in the Maintenance Department from other classifications, shall continue to accrue seniority in their previous classification(s).

When additional employees are required in the Maintenance Department, qualified employees will be drawn from other trades within the Plant on a temporary basis without the requirement for posting the positions. However, such additional employee(s) shall be chosen in a manner that first gives senior employee(s) with required qualifications and abilities the opportunity to fill these positions.

Maintenance Services work, presently performed by Service employees will continue to be performed by Service employees.

## **5.06 RIGGERS DUTIES**

It is intended to have Riggers perform required rigging functions which are to place all materials and equipment as near as possible to the final position.

It is not intended to have Tradesmen do other than that rigging which directly furthers their own work in hand other than that permitted by Article 20.00 or restricted by Article 10.00.

Tradesmen, when working alone or together, shall only use a single chainfall or come-along, etc. which shall be rated to a maximum capacity of one (1) tonne to progress their own job once the material or equipment they have been working on has been placed as near as possible to the final position. Steelworker classification employees may use more than this restricted capacity and more than one (1) chainfall for the purpose of performing their classification duties once the material or equipment has been placed as near as possible to the final position.

Riggers will be assigned to a shop or area when there is sufficient rigging/work for a Rigger to perform on a particular job or area to permit the Tradesman to proceed with work other than rigging. Anything contrary to this must have the consent of the Union and the Company.

## **5.07 BURNING DUTIES**

A tradesmen directed to burn to progress his job, will be permitted to perform these functions in accordance with Article 20.

The above paragraph shall not apply to plasma arc burning, use of the radiograph burning machine, rosebud tips used for extensive heating, and specialized burning such as bevelling, washing weld (excluding burning of tack welds).

These jobs would fall into the exclusive jurisdiction of the burner classification, except as permitted under Article 20.

The use of heating apparatus for line heating operations would be permitted for employees qualified for line heating.

It is not intended to have tradesmen do other than that burning which will directly further or progress their own job in hand other than

as allowed under Article 20. Burners will be assigned to a shop or area to service all trades in the shop or area when there is sufficient work for a Burner to do on a particular job or area to permit the tradesmen to proceed with work other than burning. Anything contrary to this must have the consent of the Union and the Company.

### **L-TEC 2000 PLASMA BURNER**

The operational force will normally consist of three (3) persons: a Burner, a Steelworker and a Crane Operator.

This Operational Group will work as a team and assist each other in all phases of the operation.

It is recognized that at times, due to the nature of the work, additional personnel may be necessary to ensure added efficiency; however, the additional personnel shall not be considered as part of the normal crew, except when two (2) plates which require bevelling are being burned simultaneously, if it is considered by the Company that an additional Burner is required during this operation.

Ability being equal, senior Burners and Fitters will be assigned to the operation in rotation as follows:

- (1) L-Tec 2000 Plasma Burner employees to rotate on a one (1) calendar month basis;
- (2) Rotation of the crew will be limited to those Burners and Fitters qualified until, in the opinion of Management, additional trained crew is required.

### **5.08 SERVICE EMPLOYEES**

(a) All Services employees will be designated by the Company as Services "A", "B", "C" or "D" based on the employee's skill and ability categorized as follows:

Services "A" Employee is in the Company's opinion fully capable of efficiently performing all services classification related duties including both sandblasting and spray painting. An employee assigned to the paint shop tool crib or as a wheelabrator painter shall also be designated as Services "A".

Services "B" Employee is in the Company's opinion fully capable of efficiently performing spray painting or sandblasting (but not both) and all other services classification related duties.

Services "C" Existing employees not qualified as "A" or "B"(Grand fathered employees)

Services "D" New employees not qualified as "A" or "B" above.

**(b)** The rates of pay shall be as set out in Schedule "A"

All Services employees shall be paid the rate applicable to their designation (ie., "A", "B", "C" or "D") for all hours worked, regardless of actual duties performed.

**(c)** No Services "D" employee that achieves a higher designation shall be demoted below Services "C" if the demotion is due to legitimate medical reasons confirmed by an independent medical specialist.

**(d)** All Services employees will be hired and laid off in accordance with Article 5. Employees in Services group "A" or "B" that are called in or kept at work "out of turn" in accordance with Article 5.03(a) may perform the work of lower graded employees for a period of no more than five (5) working days. The purpose of this is for inclement weather or situations beyond the Company's control that do not allow the continuation of the spray painting or sandblasting job.

**(e)** Within eighteen (18) months of the signing of the collective agreement, existing employees that are designated as "B" or "C" shall be offered a training opportunity in sandblasting and spray painting to assist them in advancing to a higher designation. The training shall not be mandatory and shall be offered to the most senior Services employees first. Any employee wishing to be offered the training must so advise the Services Manager within six (6) months of the signing of the Collective Agreement.

## **5.09 STORES**

Stores employees to handle all incoming - outgoing stores, excluding deliveries directly to and from the worksite.



## **5.10 ELECTRICIANS' DUTIES**

The electricians' duties to include the duties of temporary lightman.

## **5.11 WHEELABRATOR - SHOT BLAST OPERATIONS**

The Operational group will normally consist of two (2) employees:

- (a)** Senior Warehouseman (Shot Blast Operator)
- (b)** Painter Sprayer
- (c)** A Slinger may be employed in the operation when required

The operational group shall work as a team and assist each other in all phases of the operation. The Shot Blast Operator's responsibilities include the machine operation and flow of work.

The Paint Sprayer's responsibilities will include all aspects of paint preparation and application.

The present Shot Blast Operator will maintain present seniority rights, however, future employees in this classification will be drawn from the Stores Department and classified at job Grade 12A.

The Slinger's minimum qualifications will be Rigger. His responsibilities will include the selection, storage and regular inspections of lifting devices being used.

The Paint Sprayer and the Slinger are to be drawn from their respective classifications.

**5.12 (a)** Employees with long and faithful service will receive consideration and every effort shall be made to provide suitable employment for them. Where the Company is unable to place employees with long and faithful service in suitable jobs and where physical impairment is involved, such employees shall be entitled under mutually satisfactory agreement to early retirement under the Company Pension Plan at age sixty-one (61) without actuarial reduction.

**(b)** Employees with twenty (20) or more years of service who, because of medical reason or disability, are unable to continue in their classification, shall be placed by mutual agreement between the Union and the Company. Such placed employees will not cause the layoff or bumping of another employee with six (6) years or more of seniority and such placed employees will be subject to lay off by classification seniority in their own classification. Such placed employees shall be entitled to overtime that is to be fairly and impartially rotated between employees.

### **5.13 EXCEPTIONALLY DIRTY WORK**

Where practical senior employees within a specific classification shall not be directed to perform work of an exceptionally dirty nature when there are employees with less seniority working in that same classification that are readily available.

## **ARTICLE 6 ADJUSTMENT OF GRIEVANCES**

**6.01** A grievance is hereby defined as a difference or dispute between the Company and the Union as to the interpretation, application, administration or claimed violation of any terms or provisions of this Agreement.

Where time limits are expressed in days or hours, it is understood that Saturdays, Sundays, and Holidays are excluded.

**6.02** Should any difference arise between the Company and the Union or the employees of the Company as to the above, an honest effort shall be made to settle same by the undernoted method of procedure.

**6.03** No complaint shall be considered as a formal grievance until it has been processed in accordance with the procedure outlined in Stage I, within five (5) days of the alleged violation of the Agreement, and Clause 6.04 of this Article has been complied with. Discharge and formal suspension cases must be taken up within five (5) days from the date of discharge or formal suspension and processed to conclusion as rapidly as possible. See also Article 6.04(b).

## 6.04 Grievance Process

**(a)** An employee who has a complaint shall first present it verbally within twenty-four (24) hours to the Supervisor concerned and, if he so desires, may be accompanied by his representative Shop Steward. The Supervisor shall, after careful review and/or investigation, give his answer verbally within twenty-four (24) hours.

A Shop Steward may take up a complaint and act on behalf of an aggrieved employee in accordance with the above if the aggrieved employee is on layoff and/or otherwise absent from his place of work.

**(b)** In the event an employee is being considered for disciplinary action such employee may be placed on Indefinite Suspension Pending Investigation, with pay, however, a Union official will be informed in advance, and will also be invited to be present with the employee at that time.

In the event that an employee is about to be formally suspended or discharged he may meet with the Personnel and Industrial Relations Department, which meeting shall be arranged within a twenty four (24) hour period (during normal working hours). Such employee(s) shall be accompanied by the union business agent or in his/her place their designated representative.

In cases of discharge or formal suspension, the grievance shall be taken up within five (5) days from the date of discharge or formal suspension and processed to conclusion as rapidly as possible. In the event it should be decided under the terms of this agreement that an employee has suffered an injustice with regard to the discharge or formal suspension, the Company shall reinstate the employee and pay full compensation at the employee's regular rate for time lost. A letter to employee's file disclaiming charge and a copy sent to the Union.

**(c)** In cases where an employee claims they were not hired properly or claims unjust lay-off, the grievance shall be filed within five (5) working days from the date of the alleged breach and processed to conclusion as rapidly as possible.

In the event that it should be decided under the terms of this Agreement that this claim is justified, and that the employee has suf-

ferred some injustice, the Company shall rehire the employee in question and compensate the employee for the time lost.

### **STAGE 1**

Should the verbal decision given by the Supervisor not be acceptable, a formal grievance in writing, on forms provided, shall be presented to the Supervisor, who will render his decision in writing within forty-eight (48) hours.

### **STAGE 2**

Failing settlement at Stage 1, the grievance shall be taken up by the Grievance Committee, or subcommittee thereof, within five (5) days of receipt of the decision under Stage 1 with the designated Company official, who shall render a decision, in writing, on the form provided, within five (5) days of receipt of the grievance or in accordance with the provisions of Article 6.05.

**6.05** Should a meeting of the parties concerned be requested by either party at Stage 2, such meeting shall be arranged within ten (10) days, unless delayed by legitimate reason, of receipt of decision rendered at the previous stage. Under these conditions, decisions will be given within the time limits set at Stage 2 from the date such meetings are concluded.

**6.06** The employee or one of a group of employees involved in the grievance shall be entitled to accompany the Grievance Committee at any meeting held at Stage 2.

**6.07 (a)** The Union shall provide a Grievance Committee of three (3) and shall furnish the Personnel and Industrial Relations Department with the names of those who comprise the Committee and also give notification of any change in personnel as it occurs, etc. The Company will supply the Union with the names of those to whom grievances are to be submitted at Stage 1 and Stage 2 and will also give notification of any changes in personnel as they occur. The Business Agent may sit with the Grievance Committee.

**(b)** Union grievance committee to be granted 1/2 day paid per week to meet with the grievors and/or to discuss grievances prior to meeting with company on grievances. The union shall schedule the meeting with the grievor/s through the Industrial Relations Department the previous day.

**6.08** Grievances not processed from one stage to another within the allowed time limit shall be deemed to be settled on the basis of the last written reply to the Grievor. Failure of the Company to reply within the allowable time limit shall mean that the grievance is conceded.

**6.09** Failing adjustment of settlement at Stage 2, the grievance may be referred to the arbitration process outlined in Article 6.12 below. The parties wishing to proceed to arbitration must:

(a) If the Union wishes to proceed to arbitration it must notify the Company of its intention within ten (10) days of receiving the Company's written reply at stage 2 of the grievance process.

(b) If the Company wishes to proceed to arbitration a Company grievance, the Company shall notify the Union of its intention within ten (10) days of the decision received at Stage 2.

Any failure by one party to notify the other in accordance with sub-section 6.09(a) & (b) above, will constitute abandonment of the grievance.

Either party having an objection to the arbitrability of the grievance, which they intend to raise at the Arbitration hearing (either under the formal or regular process), must advise the other party of such intentions in writing prior to the selection of the Arbitrator. The Arbitrator shall have the power to modify or set aside any penalty imposed by the Company relating to disciplinary measure then before him, but shall have no power to add, substitute, subtract or modify any terms of this Agreement. All decisions of the Arbitrator arrived at in accordance with the provisions of this Agreement shall be final and binding upon the parties. The Arbitrator will render a decision within thirty (30) days of conclusion of hearings. Any expenses of or incurred by the said Arbitrator shall be shared equally by the Company and the Union.

**6.10** Should the Company have a grievance to present to the Union it shall be taken up at Stage 2 of this grievance procedure. If the Union wishes to initiate a policy grievance against the Company, it may also be presented at Stage 2. Failing satisfactory settlement the provisions for arbitration as set out in Article 6.09 will apply.

**6.11** Meetings or attendance of members of the Grievance Committee with Company officials shall be on Company time. Only members actively employed are to be paid by the Company.

To ensure the attendance of each committee member, where practical, notification of such meeting shall be given at least the day before such meeting. All members of the Grievance Committee shall be present at such meetings. Anything contrary to this must have the consent of the Union.

## **6.12 ARBITRATION PROCESS**

When a grievance has been processed through the grievance procedure outlined in the collective agreement and has not been resolved, and the party initiating the grievance notifies the other party of its intention to proceed to arbitration as per Article 6.09, the following process will apply.

The parties agree that there shall be two processes to be followed in arbitrating grievances not resolved through the grievance procedure - a regular process and a formal process, as follows.

### **FORMAL ARBITRATION PROCESS:**

This process shall include all grievances going to arbitration concerning alleged violations of any government legislation such as the Trade Union Act, Occupational Health and Safety Act, Human Rights Act, as examples. Also, any claims of union or company liabilities by one party against the other party in excess of \$5000.00, or in cases of dismissal. However, if mutually agreed, a grievance that would normally be heard under the formal process may be taken under the regular process.

When a grievance is to be heard under the formal process, arbitrators will be chosen from the following list on a rotational basis from the top down. An arbitrator who is unable to commence hearing a matter within ninety (90) days of being chosen shall constitute them as unavailable and the next arbitrator in rotation shall be chosen from the list. The list of arbitrators is as follows:

- (A) Judge J. A. MacLellan
- (B) Bill Kydd
- (C) Bruce Outhouse

- (D) Peter MacKeigan
- (E) Innis Christie

In the event one of the above arbitrators is no longer available for whatever reason, the parties shall meet to agree on a replacement.

Either party may contact the arbitrator. However, the party initiating the grievance will normally make this contact. At the time the arbitrator is contacted he shall be informed of the ninety (90) day time limit.

### **REGULAR ARBITRATION PROCESS:**

This process shall include all grievances going to arbitration except those as listed in the formal arbitration process. However, if mutually agreed, a grievance that would normally be heard under the regular process may be taken under the formal process.

The parties agree that the regular arbitration process shall have the following restrictions and procedures.

(A) Neither party shall be permitted to use legal counsel in the hearing or in closet. Rather, each party will be restricted to using resources within their own respective organizations - Halifax Shipyard Limited for the Company, and CAW/MWF - Local 1 for the Union.

(B) Jurisprudence to be entered shall be restricted to that which has arisen between the Halifax Shipyards (and its predecessors) and this Union only.

(C) Witnesses shall be restricted to two from either party unless it is mutually agreed to have further witnesses testify.

(D) The arbitrator to preside over this process shall be chosen by the Minister of Labour's office at the request of the grieving party. The Minister's office shall be instructed to appoint the arbitrator at the earliest possible date, and the arbitrator shall be apprised of the procedure outlined in this Article at the time of appointment.

(E) The hearing for the regular process will be limited to one day, and the following time limits shall apply:

opening statements                      - 15 minutes for each party.

- grieving party's witness(es)
  - up to a total of 1 1/2 hours initial questioning.
  - up to a total of 1 1/2 hours cross examination.
  - up to a total of 15 minutes of recross.
  
- other party's witness(es)
  - same time limits as grieving party's witness(es).
  
- closing arguments
  - 15 minutes for each party.

These time limits will be strictly adhered to unless changes are mutually agreed to by the parties. The arbitrator will be responsible for ensuring that, as near as possible, time limits are adhered to.

**(F)** The parties shall submit to the arbitrator a statement of agreed-to facts pertaining to the matter to be presented at the hearing. The drafting of this statement will be undertaken by one representative from the union and one representative from the company, both of whom have participated in the second stage grievance process. Additionally, all documents that will be introduced during the hearing must be submitted to the arbitrator and to the other party at least one week prior to the hearing.

**(G)** In the opening statements of this proceeding, the party claiming violation of the agreement must state the specific articles that are being argued have been violated in this grievance.

**(H)** The decision of the arbitrator shall be binding on both parties, and appeal therefore, will only be possible on the grounds of legal error on the part of the arbitrator.

**(I)** The parties may change any of the above conditions if it is mutually agreed only.

**6.13** If the department of labour endorses the use of another grievance settlement procedure during the term of this agreement, the parties, upon mutually agreeing, may use such procedure.



## **ARTICLE 7 UNION OFFICIALS**

**7.01** An employee selected by the Union for any executive Union position which requires him to leave the employ of the Company will be given a leave of absence for the duration of such appointment or for the holding of Union Office. The standing of such employee will be continued as if during the period of holding such Union Office he was still working for the Company in the same classification as he was working when such leave of absence was granted.

**7.02** Upon the expiration of such Union duties and if and when employment in his classification is available, such employee will be given employment at the plant in his classification and upon the seniority standing of such employee as above provided.

Clauses 7.01 and 7.02 above shall not apply to employees becoming employees of the Union engaged in social Union club activities. Any special leaves required by the Union for any of its members shall be subject to approval of the Employee Relations Manager.

**7.03** When an employee is away on authorized official Union Business the Company will reimburse that employee for eight (8) hours per day, straight time, at his prevailing wage rate. The Company will submit to the Union for reimbursement these costs and the Union will, in turn, settle account within thirty (30) days of receipt of this invoice.

**7.04** Shop Stewards may meet on Company time on Tuesday of each week, 2:00 p.m. till 4:00 p.m. by mutual agreement, at a place designated by the Company, if there is any business to be transacted.

**7.05** Each classification or grouping of classifications (as specified below) shall be represented on the basis of one (1) shop steward for up to thirty (30) employees. For each additional thirty (30) employees or major fraction thereof in a given classification or group of classifications, an additional shop steward shall be allowed, up to a combined maximum of three (3) per classification or group of classifications.

1. Electricians
2. Engine Fitters/Machinists
3. Joiners/Stagebuilders
4. Pipefitters

5. Welders
6. Steel Workers/Crane Operators - electric bridge (refers to plate shop)
7. Sheet Metal Workers
8. Burners
9. Truck Drivers/Warehouse Men/Payloader Operators
10. Riggers/Crane Operators
11. Millwrights/Pneumatictool Repairmen/Garage Mechanics/Stationary Engineers - Class 2 & 3/Compressor Operators/Greaser
12. Painter/Sandblaster/Labourers

The ratio of one shop steward per thirty (30) employees or major fraction thereof shall also apply to second and third shifts, based on total yard workforce on a given second or third shift. If there are not enough regular shop stewards on a given second or third shift to satisfy this ratio, then the Union shall be entitled to appoint temporary shop stewards to ensure that the ratio of one shop steward per thirty (30) employees on the shift is met, to a maximum of three (3).

**7.06** Union Executive Officers, Negotiating Committee members and members of the Union Grievance Committee shall be exempt from night shift while holding such positions. Shop Stewards and other committee members shall be granted four (4) hours off with pay to attend Union meetings the second Tuesday of every month, if they have been directed by the Company for the afternoon shift. This does not include people volunteering for the afternoon shift.

Alternatively, the Company may grant a change of shift without cost to the Company to attend such meeting.

**7.07** The Union will provide the Company, from time to time, with lists of the Shop Stewards. The Chairman and Recording Secretary of the Shop Stewards' Committee together with the Chairman of the Safety Committee will be permitted to attend the Shop Stewards' meeting.

**7.08** All time spent on in-plant activities by Union members and Union Committees recognized by the Company and/or the Collective Agreement, shall be considered as time worked, and it is recognized that the Supervisor's permission should normally be obtained.

**7.09** The Business Agent of the Union or his designate will have pass privileges when the plant is working. The Business Agent or his designate may confer with Supervisors or Management on Company time on matters pertaining to the Agreement. Such privileges are to be subject to the provisions of contracts and instructions of the Canadian Government.

**7.10'** Any additional hours that extend past an eight (8) hour session at contract negotiating table will be paid by the Company at straight time, not to exceed 12 hours per day.

**7.11** The company shall recognize two union members as decided by the union to be known as the pension and group insurance committee and who shall meet with the Employee Relations Manager on topics relating to pensions and group insurance.

**7.12** The Company will pay into a special fund two cents (\$0.02) per hour for all hours worked per Local 1 employee per calendar year to provide for a paid education leave plan. This obligation shall commence on January 1, 1998 and therefore shall not apply to the 1997 calendar year or earlier. This paid education leave fund will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid by the Company semi-annually within thirty (30) days of June 30 and December 31 into a trust fund established by the National Union, CAW (i.e., the first payment shall be due by July 31, 1998). It shall be sent by the Company to the CAW paid education leave training programs to the address designated by the Union.

## **ARTICLE 8 NOTICES**

**8.01** The Company will provide notice board areas prominently placed on its property for the use of the Union only. Notices other than those giving notice of meetings, may be posted, if approved by the Employee Relations Manager.

## **ARTICLE 9 PAY**

**9.01** All employees covered by this Agreement shall be paid weekly and wages shall be paid by cheque or direct banking in accordance with this Article. One week's lying-in-time to be retained. Employee's cheque or pay stub to be placed in sealed envelopes prior to distribution.

**9.02** It is agreed that direct deposit shall be introduced by the Company within ninety (90) days of the signing of this Collective Agreement. All direct deposit banking shall be by Wednesday afternoon and employees to have choice which bank they deal with. Employees may change their account or bank for direct deposit twice (2) per year upon giving at least seven (7) days notice.

**9.03** Any employee being laid off, discharged or quitting of his own volition shall receive all wages by direct deposit at the **next** regular pay period provided he has his tool clearance.

**9.04** An employee shall receive a full day's pay on the day of layoff unless the employee voluntarily leaves prior to the end of the shift, in which case the employee will be paid only for the actual hours worked plus one hour to return gear, clean lockers, etc. Where the day of layoff is the same as the day of hire, an employee hired shall receive a full day's pay. Where the layoff occurs on a Saturday, Sunday, Statutory Holiday or a day of observance, the employee shall receive eight (8) hours pay at the applicable rate, or pay for the hours worked at the applicable rate, whichever is greater.

**9.05** If an employee is not at work due to vacation, workers compensation, weekly indemnity, (sick leave), U.I.C. (sick leave), he shall receive eight (8) hours pay on return to work if there is then no work available and the employee is laid off.

**9.06** The pay week shall commence 0001 hours Saturday and end midnight Friday.

## ARTICLE 10 SAFETY, SANITATION AND HEALTH

**10.01 (a)** The Company shall make all necessary provisions as required by the Occupational Health and Safety Act for the safety, sanitation and occupational health of its employees in the plant, at outside work sites, and other areas over which the Company has control.

**(b)** All Company employees, both bargaining unit and non-bargaining unit, and including subcontractors, are fully obligated to comply with all reasonable rules of conduct and safety established by the Company. Subcontractors are not to be considered as Company employees.

**(c)** All employees are required to wear PPE as outlined in the Occupational Health and Safety Act.

**(d)** Commencing January 1, 1998, one pair of boots will be issued to active employees with seniority upon completion of 1040 hours worked (vacation time included) to a maximum of one pair of boots per calendar year per employee. Employees receiving boots in any calendar year will begin accruing hours toward their next boot entitlement on January 1 the following year. Employees who have not worked enough hours to receive boots will have their hours carried forward until they complete 1040 hours, at which time they will be entitled to receive boots. A voucher for the full cost of the boots may be introduced by the Company, redeemable at a retail store determined by the Company for the purchase of a similar type safety work boot. However, when a voucher is issued the employee may buy a more expensive work boot by topping up the difference in cost. The work boots issued, or the voucher issued shall be determined by the Joint Health & Safety committee.

**(e)** Commencing January 1, 1998, one pair of Company designed coveralls will be issued to active employees with seniority upon completion of 540 hours worked (vacation time included) to a maximum of two pairs of coveralls per calendar year per employee. Employees that receive coveralls in the first or second half of any calendar year (i.e., January 1 to June 30 or July 1 to December 31) will begin accruing hours toward their next coverall entitlement on the first day of the following half of the calendar year (i.e., January 1 or July 1). Employees who have not worked enough hours to receive coveralls will

have their hours carried forward until they complete 540 hours, at which time they will be entitled to receive coveralls.

Vouchers may be issued by the Company for employees to obtain these coveralls from a designated retailer.

**10.02** A Safety Committee to provide three (3) employees from the Union, and three (3) from Management, with the Chairmanship to rotate between Union and Management Representatives from meeting to meeting.

The Joint Safety Committee will meet twice monthly to review safety conditions in the plant and make any recommendations they deem advisable to Management. Where recommendations of the Safety Committee are not acted upon within two (2) weeks from the date of the meeting, such recommendations may be referred to the General Manager who shall render a decision of the Company's intentions within one (1) week.

Two (2) representatives of the Joint Health and Safety Committee, one (1) from Management and one (1) from the Union, shall make monthly inspections of the Plant, including equipment, and shall report to the Health and Safety Committee the results of their inspection. In the event of an accident or major injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Union and to the Employer on the nature and causes of the accident or injury. These representatives must be notified of a request for inspection by a Government Inspector and shall have the right to accompany him on his inspections. Time spent in all such activity shall be considered as time worked.

**10.03 (a)** Protective devices and other equipment for the purposes of protecting employees from injury and occupational health hazard shall be provided by the Company and utilized by the employees.

**(b)** The Company will also make available to employees protective clothing when the job requires the use of the same, such protective clothing shall be assigned on a loaned basis, eg. leathers.

**(c)** Any employees directed to perform work in precipitation or wet conditions, shall be issued with rain gear or suitable protective clothing on a loaned basis.

**(d)** Spraypainters and sandblasters shall be issued coveralls and other necessary protective clothing, which shall be replaced when soiled beyond use. The soiled coveralls or protective clothing must be presented before replacements are issued. It is the Company's responsibility to ensure that it provides a safe working environment for all employees, which includes protective clothing, etc. where required. These requests will not be unreasonably withheld, however, in the event of a dispute, the employee's Shop Steward will review the situation and may refer the matter to the Employee Relations Manager for resolution.

**10.04** It is mutually agreed that both parties hereto will cooperate to the fullest possible extent towards a prevention of accidents and the promotion of safety and health.

**10.05** All cranes, mobile lifting and transporting equipment will be inspected as required by law. Operating employees will use an equipment checklist to inspect operating features of equipment on a daily basis and submit the checklist so that any necessary repairs may be effected. Ail equipment operators shall be given instruction in the proper use of the checklist. Inspection reports, where available, will be supplied to the Safety Committee, upon request.

**10.06** All staging required to be constructed shall be constructed, assembled, dismantled, or slung by a stager/stage builder. All qualified tradesmen may dismantle, move and erect sections of preconstructed staging as required to progress their own work, providing the staging is on a flat surface and conditions as outlined in Article 20 -Trade Flexibility are met. All stagebuilders to maintain existing seniority rights and to perform stage building duties. After all stagebuilders are so employed, additional required employees may be drawn from the yard workforce, providing they are competent and trained to safely perform the work at hand.

**10.07** It is agreed that the First Aid Attendant in charge will have authority to recommend to Personnel the suspension of any employee whom the Attendant has reason to suspect of infection with a communicable or contagious disease until such employee has obtained a Doctor's certificate stating that this condition has been corrected. If by this procedure an injustice has been dealt to any employee the matter shall be taken under the regular grievance procedure.

**10.08** All mobile lifting and transporting equipment, which requires a certified operator, is to be operated by a certified operator only, except for as outlined in 10.29. Those operators, whose certification requires a medical examination and the result of each examination shall be final as to whether or not they shall continue to be employed in their classification. Selected employees, may, at the Company's discretion, be trained in the operation of cranes, and other mobile lifting equipment, so that they may be employed, and paid, as crane operators, when required.

A list of the names of qualified operators will be supplied to the Union and posted in a prominent place in the plant.

**10.09** A First Aid Attendant, where practicable, shall be on duty in the plant whenever there are employees working.

**10.10** An unmanned boat or suitable safety equipment will be located in the area where workers are working over water.

**10.11** Subject to conditions as outlined in Article 20 -Trade Flexibility, when floating dock cranes, outside yard cranes (excluding magnet crane in steel yard), hydraulic, electric or air winches are required in the movement of materials or equipment, a Rigger shall be employed in the interests of safety. Anything contrary to this must have the consent of the Union and Company. The Company will utilize only Riggers to operate electric, hydraulic or air winches for the maintenance of yard floating cranes or the movement of any other equipment which is being placed in its final position using the above equipment.

**10.12 (a)** The Company and Union will continue to cooperate to reduce the hazards of sandblasting, inorganic paints, and chemicals including the use of substitute products, protective screens, and allocating such work to times and areas so as to affect the least number of employees.

**(b)** It is recognized by the parties that there are production processes undertaken by the Company which can be considered either hazardous or are a nuisance to employees and the environment. The Company and the Union agree to work together to reduce the hazards associated with sandblasting and paint spraying with inorganic paint products and other such hazardous substances.



**(c)** When the company uses toxic materials (epoxy), etc., the employees must be notified.

**10.13** Subject to the Industrial Safety Act, a vehicle for transporting injured employees shall be arranged.

**10.14** Employees shall not be forced to work where an extraordinary hazard exists without fear of reprisal, discipline, or loss of wages. A complaint of extraordinary hazard shall be investigated by the concerned employee and his immediate supervisor. If remedial corrective action cannot be agreed upon, the complaint will be investigated by two (2) members (one (1) Union, one (1) Management) of the Safety Committee as determined in their terms of reference, and who will, have the authority to have the situation corrected, including where necessary, suspension of work in the area or reassignment of employees. The parties agree that the Occupational Health and Safety Act, (Nova Scotia), applies to employees in the bargaining unit.

**10.15** Forklifts are to be operated only by qualified trained employees. Copy of designated employees given to Union.

**10.16** When the ten (10) ton crane on non-magnetic function is used, a Rigger shall be employed when something has to be slung in the steel yard.

**10.17** All employees shall be within sight or sound of other employees or checked regularly.

**10.18 (a)** Certificates regarding spaces, tanks, gas-freeing, testing for poisons, gases, fumes, dust, where available shall be posted near the areas involved. Any certificate which the Company normally obtains will be posted near the area concerned.

**(b)** The Company shall prepare a list of all chemical substances regularly used, handled, produced or otherwise present at the workplace which may be a hazard to the health or safety of the employees or which are suspected by the employees of being such a hazard, and the list shall identify all chemical substances by their common or generic names, where they are known to the Company.

**(c)** This list shall include the trade name and the address of the supplier and manufacturer of any chemical substance, the chemical

composition or common or generic name of which is unknown to the employer.

**(d)** The employer shall advise the Committee and the Union of the list referred to in this 10.18(b) above, upon request.

**(e)** The Company agrees to maintain a permanent ventilation committee, consisting of one (1) representative from the Company and one (1) representative of the Union's choice.

**10.19** The Company shall make reasonable efforts to provide shelter or reassignment for employees during periods of inclement weather rather than sending them home. The intention being to minimize the number of occasions when employees are sent home. The Company will take steps to ensure that the same employees are not repeatedly affected by inclement weather by maintaining for each classification a posted rotating list.

**10.20** Whereas crane operators are not utilized to operate the Gantry (manual) cranes in the Sub-Assembly shop, only competent employees, as allowed by the Department of Labour, shall operate this crane and a list of competent employees shall be forwarded to the Union office and posted in a prominent location in the shop.

**10.21** Medical reports required by Workers' Compensation Board to be made by medical personnel (e.g., Plant Nurse) unless prevented by the Act. This is not meant to affect the Company's right to question, investigate or have input into WCB compensation cases.

**10.22** All fork lifts, front end loaders and any similar handling equipment are recognized as tools of the Company and shall be used to move materials as directed. Such movements are to be made in a safe manner and by competent individuals as described in yard operating procedures as reviewed by the Joint Safety Committee (included in Article 10.31), unless amended by mutual agreement.

**10.23** The Union shall be permitted to post informational material relating to Health and Safety matters on Company premises. A copy of the material is to be provided to the Employee Relations Manager, or his designate, prior to posting.

**10.24** Where excessive noise levels are being created by the work being performed, employees shall be issued suitable hearing protection where and when required.

**10.25** It is recognized that every precaution necessary should be taken to ensure that fumes and gasses released due to hotwork are kept within Government TLV limits with the intention of striving for zero exposure to such elements.

**10.26** Where feasible, all work carried out on galvanized materials, such as welding, burning, grinding, etc., shall be done in a specific area set aside from the normal work areas. Such areas shall be fully and properly ventilated.

**10.27** To ensure the safety of employees, all lifting lugs, jacking lugs and staging brackets are to be welded by a certified " A Welder.

**10.28** The Company will develop and maintain an Employee Assistance Program to help employees to resolve a wide variety of personal problems. The program, which will be managed by an independent committee, will provide confidential assistance to employees who seek help.

## **10.29 (A) OPERATION -YARD CRANES**

It is the policy of the Company that the operation of the yard cranes be generally restricted to qualified personnel.

### **(1) INSIDE SHOP CRANES**

It is agreed between the parties that the operation of the overhead gantry cranes inside shops, which are operated using remote pendant controls, will have the following restrictions:

- (i)** each crane must have a permanent load indicator, or an approved overload cutout device fitted to the crane hook which clearly indicates the load that is being lifted by the crane.
- (ii)** the employee operating the pendant controls must be registered with the Company as being suitably qualified to operate the crane. A register of all employees

with the necessary experience and ability will be maintained by the Company Safety Officer and a copy will be provided to the Union upon request.

- (iii) the maximum lift to be made by any employee other than a ticketed crane operator will be limited to ten (10) tonnes or less, if permitted by law, as recorded on the load indicator or an approved overload cutout device fitted to each crane.
- (iv) the Company will display suitable notices in each shop indicating the above restrictions.
- (v) a rigger will be used for complicated lifts, e.g., lifting and turning units in the shop, removal and lifting of rudders. Crane operator will be used for lifts over the allowable weight limits, i.e., ten (10) tons.

**NOTE:** Training for those employees not qualified to operate these cranes will be made available on an as required basis.

## **(2) OUTSIDE AND MOBILE CRANES**

Outside and mobile cranes must be operated by qualified/ticketed crane operators.

## **(3) MOBILE CRANES**

Riggers to operate front end of mobile cranes including movement of crane for maintenance purposes. A ticketed crane operator to be in attendance during movement.

## **(B) MAINTENANCE USE OF YARD EQUIPMENT**

It is not intended to have maintenance do production work. Maintenance employees may operate any yard equipment for the purpose of maintenance work, except where otherwise restricted by the Collective Agreement.

**10.30 (a)** Canteen facilities shall be in place in areas of the shipyard as the workload dictates.

(b) Fresh drinking water will be available throughout the shipyard.

### 10.31 Payloader, Bobcat and Sweeper

1. No passengers to be transported on this equipment.
2. Movement to be directed by some person if the operator's view is impaired at any time.
3. The bucket should not be overloaded and the load only contained within the bucket. If required, a safety line to be secured over the load.
4. Acetylene/oxygen bottles being transported in accordance with Part 22 - Industrial Safety Act - a designed carrier. We have them available.
5. No load to be suspended hanging from the bucket's teeth in an unsafe manner.
6. The jaws/teeth in the lock position can be used to transport metals/equipment, but caution and common sense to be used. Consideration to be given on all oversized materials to be transported.
7. Operator to be qualified to operate this equipment.

**NOTE:** For payloader, bobcat, sweeper and forklift, Company to provide Union and Safety Manager with a list of qualified operators. Company to ensure operation of equipment is in accordance with normal operating practice.

Company to provide training and to ensure a training manual is available for all operators of this equipment.

Operation of equipment to be controlled by the Maintenance department.

**10.32** In the interest of Health and Safety, the Occupational Health and Safety Act and Regulations of Nova Scotia will prevail in reference to articles in the Collective Agreement that may not be current to the Occupational Health and Safety Act and Regulations.

## **ARTICLE 11 TOOL LOCKER ACCOMMODATION**

**11.01** The Company will provide locker accommodation for employees using their own tools and those employees who require a change of clothing throughout the working day in connection with their actual work, wherever needed.

**11.02** The Company agrees to supply secure facilities for the safe-keeping of personal and Company tools on board ships and at job sites.

**11.03** Due to the nature of the tradesmen's duties, all tradesmen shall have a minimum amount of tools, in accordance with a list to be drawn up for each classification by the Supervisor and the Union. New hires will be required to possess the tools at time of hire.

Apprentices and Improvers shall be required to have the tools upon attainment of Tradesman status.

**11.04** All tools considered lost or stolen shall be immediately reported to the Company's Security who shall immediately commence an investigation. An employee will be reimbursed for missing tools to the extent of the tools as listed in 11.03 and which were stored in Company supplied gang boxes or in secure facilities.

## **ARTICLE 12 PENSIONS AND GROUP INSURANCE**

### **12.01 HAWKER INDUSTRIES LIMITED PENSION**

All Pension obligations which were accrued up to August 30, 1978 are the responsibility of Hawker Industries Limited. Benefits Administration will assist employees with retirement benefits under this plan.

## **12.02 HALIFAX SHIPYARD LIMITED PENSION – NON CONTRIBUTORY PLANS**

(A) This pension plan has been approved for wind-up by the Nova Scotia Superintendent of Pensions, with an effective wind-up date of September 30, 1999. The completion of this wind-up is in process.

(B) Qualified members of the non-contributory plan at the date of wind-up, shall continue after the wind-up to have the amount of \$180.00 per year (or pro-rated equivalent based on days worked) deposited once per year into their locked-in group R.R.S.P. This amount is non negotiable in future contracts.

## **12.03 EMPLOYEES GROUP RRSP**

1. The Union and the Company agree to a Retirement Savings Programme, the terms and conditions of which are as follows:

The Retirement Savings Programme will provide a vehicle for employees to accumulate funds for the purchase of a retirement income. The programme will provide employees the flexibility to plan the level of retirement income desired, and date of retirement to suit individual needs.

The basic programme, coupled with government pension plans - Canada Pension and Old Age Security - is designed to provide an improved level of retirement income.

The plan will be registered as a Group Registered Retirement Savings Plan. The plan will be mandatory for all employees following one year of service, the employee must contribute a minimum of 3% of base earnings and the Company will match this amount. Upon attaining 3 years of Yard service the employee must contribute 4% of regular base earnings and the Company will match this contribution.

Employees may join the plan anytime after 90 days service but Company contributions will not commence until the employee has completed one year of service.

### **2. Additional Voluntary Contributions**

As members of this programme, employees are permitted under the Income Tax Act to contribute up to 18% of previous year income

into Retirement Savings Plans (subject to applicable law). For this calculation, income includes all earnings.

Employees will be permitted to make additional voluntary contributions up to the maximum permitted by law into their HSL RRSP accounts, either by payroll deduction, or by lump sum contribution. Additional contributions may be withdrawn upon demand once in any calendar year and any service fee applicable to the withdrawal will be deducted from the proceeds.

### **3. Contributions When Not Working**

While an employee is either laid off or absent on Workers' Compensation Benefits, there will be no Company contributions made.

While an employee is on vacation, the Company will continue to make contributions as if the employee were working and being paid for a regular forty (40) hour work week.

While an employee is absent on weekly indemnity, the Employer will make contributions to the Retirement Savings Plan based on the applicable percentage of the weekly indemnity benefit, if the employee continues to make his contributions, also based on the amount of the weekly indemnity benefit.

### **4. Investment Choices**

Employee and Company contributions will be remitted monthly to Canada Life to be deposited into employee RRSP accounts. These funds will, at employee direction, be invested in four (4) different investment vehicles:

- 1 Year guaranteed term
- 3 Year guaranteed term
- 5 Year guaranteed term
- Balanced Investment Fund/Other Funds

#### **Guaranteed Investment**

These are like the Guaranteed Investment Certificates, often known as GIC's offered by banks and trust companies. The principal amount is guaranteed.



Interest rates provided will be better than the bank and trust companies. Canada Life is offering the better of:

1/2% (.500%) premium over regular Canada Life rates, or

3/8% over the average of the four (4) major trust companies  
- Royal, Canada, National, Montreal.

The rate paid will be the rate in effect on the date that contributions are received at Canada Life. Therefore, rates will be different for each contribution made.

### **Balanced Investment Fund/Other Funds**

These funds are invested in stocks, bonds, and cash. Your money is invested by Canada Life investment managers. If you invest your money in these funds, there is no guarantee of original principal.

### **Investment Option Changes**

Improvements or beneficial options in these investment choices may be introduced by mutual agreement.

### **5. Options At Termination (subject to the Income Tax Act)**

- Take cash, pay tax
- Transfer to another RRSP
- Transfer to a Registered Pension Plan (if the new employer will accept transfer)
- Transfer to inactive division of Canada Life AND continue to receive premium rates
- Buy a life annuity - deferred or immediate
- Buy a RRIF

As a member of this plan, employees will receive special premium annuity rates from Canada Life. Normal sales commissions will not be charged, and rates increased accordingly.

At termination, there will be no early redemption penalty on term deposits for the first sixty (60) days. Redemption will be made at the full term rate, regardless of the period left to run. After this sixty

(60) day period, cash-out, or transfer to another RRSP will be at current market, rather than book rate.

## **6. Lay Off Provisions**

On lay off, employee may withdraw "additional voluntary contributions" only (see Article 12:03(2)). Any withdrawal of regular contributions can only occur if the employee agrees to relinquish all seniority and recall rights.

## **7. Contributions and Investment Options**

Employees may change their contribution rates at any time (not to exceed once per month).

Employees may change their investment options twice per year.

## **12.04 RETIREMENT BONUS**

An employee, upon retiring, shall receive fifty dollars (\$50.00) for each years service.

## **12.05 GROUP HEALTH AND INSURANCE PLAN**

### **1. WEEKLY INDEMNITY AND LIFE INSURANCE PLANS**

The company will put in place with an insurance company and pay the full cost of the mandatory life insurance plan and Weekly Indemnity Plan.

Life Insurance \$50,000

Accidental Death & Dismemberment \$50,000

Weekly Indemnity 4-8-52

Amount determined by the maximum weekly E.I. benefits.

Should E.I. legislation change regarding this benefit resulting in a lower formula or lesser amount payable, then the company agrees that the benefit shall not be less than \$426 per week.

**Note:** 4-8-52 means weekly indemnity paid 4th day of non-occupational accident - 8th day of illness - 52 week duration.

Claimants will not be paid for the first three (3) and seven (7) days respectively unless the claim extends beyond thirty (30) consecutive days of absence. All insurance claims will be administered by the insurance company. Employees will receive pamphlets summarizing the provisions of the insurance plans.

A claim for weekly indemnity benefits must be filed by the employee on the approved forms within fourteen (14) days of the date the disability arises except where the employee is hospitalised and in that case the claim must be filed within fourteen (14) days of the date of discharge from the hospital. If the claim is not filed within these time limits, then coverage for that disability shall not be available. Providing the employee's claim has been approved and the required medical information is submitted to the insurance company cheques will be issued on a weekly basis.

Should a non-occupational injury or sickness result in an in-patient hospitalization of the claimant on the first day of injury or sickness, then the claim will be paid from the first day of injury or sickness.

To be eligible for coverage under the weekly indemnity and life insurance plans which the Company purchases pursuant to the above, the employee must have first satisfied each of the following minimum eligibility conditions as of the date the disability arises:

- been "actively at work" which means:
  - (a) actually performing his normal duties at Halifax Shipyard, if it is a scheduled work day, or
  - (b) capable of performing his normal duties at Halifax Shipyard, if he is not at work due to a non-scheduled work day, holiday or vacation day:
- have been working for Halifax Shipyard at least thirty (30) hours per week on a regular basis and is a member of Local 1 of the Marine Workers' Federation: and
- have completed three (3) months of continuous employment for the Company.

An employee's eligibility for coverage shall terminate upon lay off and shall be reinstated without again having to satisfy the above

conditions of eligibility if he is rehired and "actively at work within six (6) months of such termination of coverage.

## **2. MEDICAL/DENTAL/VISION COVERAGE**

The company will put in place with a health benefits carrier a medical/dental/vision care insurance plan. Employees must participate in the total package. Costs will be shared with the company paying 60% and the employee paying 40%. For the employee's convenience the company will make weekly deductions. Premiums will be reviewed annually as of January 1 and the Company and employee cost based on the proportions described above will be adjusted to account for any such revised premium.

An employee with ten (10) or more years of service will not be required to serve the three (3) month re-qualifying period for Medical/Dental/Vision coverage after recall from lay-off in excess of six (6) months.

### **A. MEDICAL INSURANCE PLAN**

For unionized employees and their covered dependents

**Hospital Accommodation:** 100% of the difference between public ward allowance under Provincial Hospital Plan and private room charge.

**Drug Card Plan:** Charges for drugs, medicines, serums and vaccines requiring a written prescription, excluding patent and proprietary medicines, anti-obesity treatments, dietary supplements such as proteins and vitamins and anti-smoking treatments and any charges made for the administration of serums, vaccines, or injectable drugs.

Employee presents identification card to pharmacy. 100% of the cost of prescription is paid, less 20% (to a maximum \$5.00 per prescription).

**Nursing Care:** Home nursing care by an RN, RNA, or CNA (but not a relative), to a maximum of \$5,000 per person in a calendar year, based on the current nursing association fee guide.

**Hospital Expenses and Supplies:** Charges for hospital services and supplies obtained from an out-patient department of a li-

censed hospital or surgical company while the insured is not confined in the hospital.

**Ambulance:** Charges for licensed ambulance service or other emergency service (including fare of an attendant where necessary) when used to transport insured person from the place where bodily injury or disease is suffered to nearest hospital, or from one hospital to another, or from hospital to insured's residence.

**Services and Supplies:** Charges for braces, crutches, surgical stockings, artificial limbs and eyes, prosthetic devices approved by insurance company, rental of or at carriers option, purchase of wheelchair, hospital-type bed or other durable equipment for temporary therapeutic use; oxygen and blood serum, prescribed orthopaedic shoes up to one paid per calendar year.

**Accidental Dental:** Charges by a dentist for the following treatments necessitated by a direct accidental blow to the mouth, up to current dental association fee schedule:

- Dental treatment of injuries to natural teeth.
- Replacement of natural teeth up to a maximum payment of \$2,500 for each insured person.

**Emergency Treatment:** While temporarily outside Canada, room and board up to ward level, hospital services and supplies, diagnosis and treatment by a physician or surgeon.

**Physiotherapy:** Charges for services of a qualified Physiotherapist.

**Speech Therapy:** Charges for services of a qualified therapist up to a maximum payment of \$300 per calendar year for each insured person.

**Clinical Psychology:** Charges for services for a qualified psychologist up to a maximum payment of \$300 per calendar year for each insured person.

**Hearing Aids:** Charges for hearing aids prescribed by legally licensed Otolaryngologist, up to a maximum \$300 for one instrument per insured in any four consecutive years.

Paramedical Services: Chiropractors, osteopaths, chiropractors or podiatrists, naturopaths, masseurs on recommendation of licensed physician or surgeon, Christian Science practitioners if listed in Christian Science Journal, Diagnostic x-rays and lab fees ordered by a chiropractor, osteopath, chiropractor, or podiatrist.

Maximum charge not to exceed appropriate Association Fee Schedule.

Maximum amount payable per person not to exceed \$200 in any calendar year.

## **B. DENTAL CARE**

Dental I (Reimbursement at 90%)

This covers most common dental expenses:

- Examinations
- X-rays
- Preventive services, scaling, polishing, fluoride treatments oral hygiene instruction
- Extractions
- Fillings
- Space maintainers for dependent children
- Diagnostic procedures
- Anaesthesia
- Consultations

Dental II (Reimbursement at 75%, \$1,000/patient/year maximum)

- Gums disease (periodontic)
- Root canal work (endodontic)
- Caps, crowns, bridges, plates and surgery

**Orthodontics:** Coverage is 50% of cost to a lifetime maximum of \$1000 per family member. Twelve months seniority required for eligibility for this coverage.

### **C. VISION CARE**

Provides for the following charges recommended or approved by a legally licensed physician, surgeon, ophthalmologist or optometrist. (Same as staff employees plan).

- Eye examinations including eye refractions every two years over 21; every year under 21.
- Eye glasses and contact lenses to a maximum of \$150 every two calendar years.
- Visual training services and remedial exercises subject to 50% reimbursement of the insured charges.
- Diagnosis and treatment for accidental injury or disease to the eyes.

### **D. COST SHARING**

The monthly costs\*\* of these programs as of January 1, 1998 is a total of \$103.50.

This cost breakdown is for information only. Employees must participate in the total package.

#### 60/40 Cost Sharing

Company Share - 60%	62.10
Employee - 40%	41.40

For employee convenience, the company will make weekly deductions of: 9.55

\*\* These plans will be experience rated. Premiums may be adjusted by the carrier annually as of January 1 depending on claims experience.

### **ADMINISTRATION**

**Coverage:** To obtain the premium rates referred to above, the plan will be mandatory for all employees.

**Effective Date:** Identification cards and descriptive brochures will be mailed to employee homes.

**Eligibility:** To be eligible, employees must be active on the effective date.

**Probationary Period:** Standard probationary period will apply for all new employees.

**Lay Off:** Medical and Dental coverage will continue for a period of three months after lay off, provided employee continues to make his/her share of the premium contribution.

**Workers' Compensation:** Medical and Dental coverage will continue, provided employee continues to make his/her share of the premium contribution.

**Weekly Indemnity:** Medical and Dental coverage will continue, provided employee continue to make his/her share of the premium contribution.

**Claims Administration:** Medical and Dental claims (except Prescription drugs) are submitted to Blue Cross and cheques mailed to employee home. For convenience, Blue Cross offers a "Quick Pay" service at its local office.

## **ARTICLE 13 HOURS OF LABOUR**

**13.01 (a)** Normally, the hours of work shall be eight (8) hours per day, five (5) shifts per week, Monday to Friday inclusive and the hours of work for shifts shall be as set out below:

Back shift:                    12:00 midnight to 4:30 a.m.  
                                      5:00 a.m. to 7:30 a.m.  
                                      Management and Union agree to commence  
                                      shift 0001hrs. Monday.

Day shift:                     7:30 a.m. to 12:00 a.m.  
                                      12:30 p.m. to 4:00 p.m.



Afternoon shift: 4:00 p.m. to 8:30 p.m.  
9:00 p.m. to 12:00 midnight

**(b)** At the start of each shift, employees are to commence work immediately, and continue working until the end of their shift, with the exception of their lunch period. Employees arriving late will not be paid for late time.

Scanners shall be placed in safe, convenient locations.

**(c)** Employees working on the afternoon shift shall receive eight and one half (8 1/2) hours pay for seven and one half (7 1/2) hours work.

**(d)** Employees working on the back shift shall receive eight and three quarters (8 3/4) hours pay for seven (7) hours work.

**(e) BREAK PERIODS** - There will be a morning break from 9:00 a.m. to 9:10 a.m. which will be taken on or adjacent to the work in hand with employees providing their own refreshments. The yard whistle will be blown at the start and finish of the break period during the day shift. Similarly the break period for the afternoon and night shifts will be as follows:

Afternoon Shift: 6:00 p.m. - 6:10 p.m.

Night Shift: 2:00 a.m. - 2:10 a.m.

The yard whistle will not be blown for these breaks.

## **RETURNING TO THE JOB AFTER LUNCH BREAKS**

Regarding start after lunch breaks, it is agreed by both parties that employees must be back at their work stations to commence work at the time stated on their appropriate shift. It is recognized by Management that in some cases circumstances might prevail that will not allow an employee to return to his work station at the proper time. For example, where employees have to get tools or materials for the job, etc.

**(f) CLEAN-UP TIMES** All Employees will be allowed a total of ten (10) minutes to return tools and for clean up time at the end of their shift (3:50 p.m.).

When spraypainting and sandblasting is actually being carried out sandblasters and spraypainters employed on this work shall be allowed five (5) minutes necessary clean-up before the mid-day meal.

**(g)** Employees fifty five (55) and over with minimum 10 years service or employees with twenty five (25) years' service or more are not required to work shift unless there is no other work available. But refusal shall also exempt them from all overtime other than regular day shift hours on Saturday, Sunday and holidays. Service time lost due to Article **5.04 (c) (iv)** and or **5.04 (c) (ix)** shall be included in the tabulation of the twenty-five (25) years' service. Employees who are exempted from shift work for medical reasons shall not be eligible for overtime.

**(h)** When it becomes necessary to operate a second shift and/or third shift, an effort will be made by the Company to obtain volunteers from the work force who are capable of performing the work in hand, before assigning employees to this shift. Employees will have the option to volunteer for shiftwork on a "standing" basis or on a weekly basis. However, after volunteering, an employee must make themselves available for the shift they have volunteered for. Volunteers will be taken from the top of the seniority list to the bottom. If no volunteers, or not enough volunteers, are obtained, employees will be chosen from the bottom of the seniority list to the top. Such an employee who is assigned to a shift shall not be required to work on such a shift for more than a two (2) week period at a time unless they volunteer to do so.

When the shift is taken off completely within a trade the next time the shift work is started, choosing of the employees will start again at the bottom of the seniority list.

The Company, may have to restrict the transfer of some of these volunteers because they have received training in processes which must be maintained, uninterrupted, however any such variance from this Article must have the consent of the Union.

**(i)** **PASS OUTS** - Any employee wishing to leave the Company premises prior to the termination of his shift must, where possible, make this known to his Supervisor prior to the start of his shift and must obtain an employee pass out, completed and signed by his Supervisor or the Employee Relations Manager or his designate. For unplanned emergencies in the absence of his Supervisor, the pass out

can be obtained from the Employee Relations Manager or his designate. A request for a pass out shall not be unreasonably withheld.

The employee must swipe out and deliver the pass out, to Security.

(j) Fireman, Compressor Operators and other occupational classifications which are on a twenty-four (24) hour continuous employment basis are not considered as shift employees, however, where the hours of work are as described in Article 15 - Heating Plants - the day shift will be paid at straight time for all hours worked and the afternoon shift will be paid shift premium as in the afternoon shift for all hours worked.

**13.02 (a)** Where practicable, lay off will occur at the end of the week.

(b) Employees will be given one (1) hour to return gear, clean out lockers, etc., This will take place one hour prior to the end of the shift, or the employee will be paid four (4) hours at straight time rate and lay off will still occur as planned.

(c) The company will inform the union with preliminary information about a lay off, four (4) hours in advance of the completion of a shift, and a final list of actual layoffs will be provided at the end of the shift, but layoff will not be postponed.

**13.03** Employees who are directed to change their shift shall not be regarded as employed on the shift for the purpose of calculating pay unless there is work for them for at least three (3) consecutive shifts to which they have been assigned. If such assignment is for less than three (3) consecutive shifts, Saturday and Sunday excluded, overtime rates shall apply.

Employees who are directed to change their shift shall be guaranteed forty (40) hours pay at straight time rates in addition to overtime worked, provided they are not subject to lay off and/or provided they perform work which is available and/or they are not absent because of physical disability, and/or absenteeism and/or the Plant is not operating for reasons beyond the control of the Company. When an employee on the second shift is required to change to the first shift on the following day, he shall clock out one-half (1/2) hour before the regular shift quit-

ting time without loss of pay, so that he may have a minimum of eight (8) hours break between shifts. Where practicable shifts will start on Monday, Tuesday, or Wednesday.

**13.04** Employees assigned to one of the shifts mentioned above who have worked the regular shift hours including similar hours on Sunday and Holidays and who are required to work continuously thereafter or are recalled prior to receiving an eight (8) hour break shall, on the completion of such work, be entitled to an eight (8) hour rest period. Where there is less than eight (8) hours between the time they finish work until the starting time of their regular shift, employees shall not be required to report for their regular shift until eight (8) hours from the time they finished work. In such cases they will be paid for that portion of the eight (8) hours which they would have been working on their regular shift, at straight time rates. If the reporting time for an employee is in the afternoon and the employee chooses not to return due to the lateness of the reporting time, he shall receive four (4) hours pay at straight time rates to compensate for loss of shift. No person shall work more than sixteen (16) continuous hours unless an emergency exists and in this event prior approval must be received from the Company and the Union. If, however, in this emergency situation employees continuing without an eight (8) hour break, double time shall be paid for hours worked.

**13.05** In the event of men being called and reporting for work and no work is available they shall receive four (4) hours at straight time rates. This clause shall not apply in the event of fire, flood or other causes beyond the control of the Company.

### **13.06 PLANT SHUTDOWN**

In the event the Company deems it necessary not to operate and/or to close the Plant, or any part thereof, due to inclement weather, fire, flood or other causes beyond the control of the Company, men affected may be sent home and paid only for the actual time worked with a guarantee of a minimum of four (4) hours at straight time. This will not apply if the Company has given notification over local radio stations, C.J.C.H., C.B.C, C.H.N.S. and K.I.X.X. at least one and one half (1 1/2) hour prior to the start of the shift, that the shift will not be operating. The Company will take steps to ensure that the same employees are not repeatedly affected by inclement weather. (See Article 10.19).

## 13.07 Banking Overtime

In order to provide employees with the opportunity to "level load" their pay while employed, or receive overtime pay during lay off, the following provisions will apply for banking overtime. **Under these banking provisions, employees will receive full pay for all overtime hours worked.**

### (i) Banking

Overtime pay will be banked on a net (after tax) basis. Employees may bank all, or a portion of their net overtime pay, as the employee chooses, on an ongoing basis to a maximum of \$1500 total per year. Employees may choose to start or stop overtime pay banking on any week they wish to do so, provided the employee advises the Company by 4:30 p.m. Friday on the week they wish to start or stop banking. Overtime may be banked at any time during the year starting from the first day of the financial year (normally occurs shortly after January 1<sup>st</sup>) until two pay periods prior to December 25<sup>th</sup>.

### (ii) Withdrawals

All banked overtime will be paid by direct deposit banking on the regular pay day. **No** taxes or other deductions will be taken from banked overtime being paid, as these deductions have occurred at the time of banking. An employee who wishes to receive banked overtime pay must so advise the Company, in a way to be determined by the Company, no later than 4:30 p.m. Friday prior to the pay day when the employee wishes to receive the banked overtime pay. Employees **may request** banked overtime payments a maximum of six times per year, with a minimum amount of \$150 per payment.

While employed, employees must work a minimum of 40 regular hours in a week prior to being eligible to receive banked overtime pay.

Additionally, once per year, an employee may take a one week leave of absence (i.e. a leave of absence that takes place over one whole pay week) and take banked overtime pay during that week. Such LOA must be authorized at least one week in advance by the employee's supervisor and the Employee Relations Department. LOA's will not be authorized for any

other week in which an employee is taking banked overtime.

While on lay off, employees will not be eligible to receive banked overtime pay if they are refusing recall.

- (iii) All banked overtime pay that is outstanding at the end of a given year will be paid out on the last regular direct deposit pay day occurring prior to December 25 in that year. Banked overtime will not be carried over from year to year.

Additionally, with this year end payment, employees will have the option to make a deposit into their RRSP account. Given that this contribution will be made with after-tax earnings, such a contribution will generate a positive income tax variance.

### **13.08 Overtime Pay**

(a) Any work performed other than during the regular hours of work herein provided shall constitute overtime and shall be paid for at the rate of time and one half; except where double time is payable, provided however, that if such overtime does not exceed fifteen (15) minutes, it shall be paid for at straight time.

(b) Overtime worked over four (4) hours shall be paid at the rate of double time.

For all hours worked in the overtime period which starts four (4) hours after the end of the regular shift, employees shall be paid at the double time rate of pay.

### **13.09 Overtime Selection**

(a) It is recognized that overtime work is necessary in the industry and where practicable excessive overtime shall be avoided. The Company recognizes and will encourage shift work. The necessity of working overtime must not be construed as license for continuous application of overtime after the regular working shift on specific jobs where it can be demonstrated that alternative means would be as productive with an equal or lesser cost to the Company; i.e. adding another shift or adding more workers to an existing shift.

- (b)**     **(i)** Overtime shall be distributed fairly and impartially among qualified employees within their respective classifications.

**(ii)** While on loan to another classification, an employee shall be considered an employee of that classification for the purpose of allocating overtime.

**(iii)** Notwithstanding the foregoing, the loaned employee may work, on an overtime basis, in his regular classification when sufficient employees cannot be obtained from that overtime list.

**(iv)** After two (2) overtime absences within any ninety (90) day period, the employee's name shall be removed from the overtime rotation list for ninety (90) days.

**(v)** If an employee has worked overtime during the weekend and is absent from work on any regular work day during the week following that overtime two (2) times in a period of ninety (90) days he/ she will be removed from the weekend overtime rotation list for a period of ninety (90) days.

These absences shall not include legitimate reasons such as floater, hire-recall, weekly indemnity, pass out, leave of absence, one day vacations, legitimate medical reasons, bereavement or Jury duty. This list is illustrative and not exhaustive and the Company may consider other legitimate absences on a case by case basis.

- (c)**     **(i)** For all weekend and holiday overtime work, including call-outs, a list of willing employees shall be established and employees chosen, in turn, from the list (except as outlined in section (c)(iv) and (m) below).

- (ii) From the beginning of the shift Monday and up to and including the beginning of the Friday day shift (and for the afternoon shift, Monday and up to the beginning of Thursday), each employee will be required to indicate on his/her time card (or on a supplied form, or through an electronic scanner system) whether he/she is available for overtime on the weekend or upcoming holidays, and for what shifts. Any employee who does not indicate whether they are available for overtime will be considered to have indicated that they are not available for overtime that weekend.
  - (iii) Any employee who indicates that they are available for overtime on a given weekend shift is obligated to work overtime on that shift if asked to do so by the end of their shift on the last regular work day before the weekend or holiday. When asked in accordance with the above, any employee refusing overtime on a given shift after indicating they are available to work on that shift will be considered as being absent (as per section (b) (iv) above) unless they are already working on one or more shifts that weekend or holiday. The Company may fill any absence by contacting any employee in that classification.
  - (iv) On weekend overtime shifts, if it is necessary to work up to a maximum of eight (8) additional hours into the subsequent shift the employee working on the job will have preference for this work. Article 13.09 (m) will apply.
  - (v) Where an employee indicates they are not available for overtime on a given weekend shift and their turn comes on the rotation, they will be passed over for that overtime assignment and will not be considered for another overtime assignment until their next turn in rotation.
- (d) (i) For all weekday overtime work which is continuing and beyond a regular shift the employees on



that shift will have preference for the first eight (8) hours of overtime work on a rotation basis (except as outlined in section (d)(iv) and (m) below).

- (ii)** At the beginning of each regular weekday shift, each employee will be required to indicate on his/her time card (or on a supplied form, or through an electronic scanner system) whether he/she is available for overtime following that shift. Any employee who does not indicate whether or not they are available for overtime will be considered to have indicated that they are not available for overtime.
- (iii)** Any employee who indicates that they are available for overtime on a given day is obligated to work overtime if asked to do so at least one hour prior to the end of their shift. When asked in accordance with the above, any employee declining overtime after indicating they are available to work will be considered as being absent (as per section (b) (iv) above). The Company may fill any absence by contacting any employee in that classification.
- (iv)** On weekdays, if it is necessary to work up to a maximum of eight (8) additional hours into the subsequent shift the employee working on the job will have preference for this work. Article 13.09 (m) will apply.
- (v)** Where an employee indicates they are not available for overtime, if their turn comes on the rotation, they will be passed over for that overtime assignment and will not be considered for another overtime assignment until their next turn in rotation.

**(e)** For the first thirty (30) days of employment, probationary employees shall not be eligible for overtime unless sufficient qualified employees cannot be obtained from the applicable list.

**(f)** For purposes of allocating overtime, each shift on Saturday, Sunday and Statutory Holidays shall be considered to be a separate overtime assignment.

**(g)** The first time an employee is overlooked for an overtime assignment in any Ninety (90) day period, the employee shall be offered the next available relatively equal overtime assignment; for the second and subsequent times, the employee shall be awarded fifty per cent (50%) of the lost overtime.

**(h)** Shop Stewards will be informed, where practical, of all overtime assignments. This will ensure that the Shop Steward will become aware of the extent of overtime being worked and on which jobs.

**(i)** All lunch periods during overtime hours, over and above the first eight (8) hours worked will be considered as time worked for purposes of calculating overtime pay.

**(j)** All employees who attain in-line heating treatment training shall be considered for overtime when overtime requiring this qualification arises. Such overtime to be rotated between those employees so qualified on an overtime rotation list separate from the Steelworker list. Inclusion on this overtime rotation list shall not exclude an employee from being included on the normal Steelworker overtime rotation list.

**(k)** All employees qualified for Spraypainting and Sandblasting shall be considered for overtime in this classification separate from the Labourer list. Inclusion on this overtime rotation list shall not exclude an employee from being included on the normal Labourer overtime rotation list.

**(l)** In accordance with all of the above, the Company and the Union have agreed to implement a system of distributing overtime based on the rotation of available overtime work among qualified employees within each classification.

Although the system provides for the assignment of employees to overtime work on a rotation system, the parties recognize that there may be some job assignments on which the work cannot be reasonably transferred from one employee to another to strictly follow a rotation system. Such exceptions include technically complex jobs, off-site jobs, and

jobs with special customer requirements. In these cases, the parties recognize that strict adherence to the rotation list will not be possible.

Any exceptions to the rotation list will be brought to the attention of the Industrial Relations Department by the Manager seeking the exception, and Industrial Relations will discuss the matter with the appropriate Union Officer prior to assigning the overtime.

**(m)** On all overtime shifts, if it is necessary to work up to a maximum of eight (8) additional hours into the subsequent shift, the employee working on the job will have preference for this work.

This deviation from the regular overtime rotation list is to maintain work continuity and is not intended to disrupt the workforce or allocation of overtime.

Employees working into the subsequent shift will be passed over on their next regular overtime rotation. Any portion worked into the subsequent shift will be considered as eight (8) hours work for the purpose of repayment.

**(n)** The parties agree that good faith and common sense must prevail to enable the overtime distribution system to function in the best interests of both parties.

**13.10** When men are requested to work through their regular lunch period or beyond, they will be given their lunch period as soon as possible. Alternatively, if mutually agreeable between the employee and the Company, the employee may work through lunch and leave thirty (30) minutes early from the shift.

The above arrangements for lunch will also be applicable during the trial runs of twelve (12) hours or less duration.

**13.11** When an employee is requested to work overtime on Saturday, Sunday or Holiday in addition to the applicable overtime rate of pay, the shift premium as described in Article 13.01, if applicable to the hours scheduled, shall also apply.

Any work performed on Saturday and/or Sunday shall be paid for at double-time rates. Any work performed on any paid holiday shall

be paid for at the rate of double-time and the employee shall also receive holiday pay at straight time rate if he has qualified under Article 18.

**13.12** Time worked by men called out on jobs in other than their scheduled shift hours shall be classed and paid for as overtime. Whatever the time worked such employee shall receive at least the equivalent of four (4) hours' pay at the applicable rates.

**13.13** Legal holidays shall be considered as commencing at 0001 hours to midnight.

**13.14** Employees working overtime are entitled to the same ten (10) minute break periods as shift workers. Employees working overtime beyond the regular day shift will be allowed a fifteen (15) minute paid break from 3:55 p.m. to 4:10 p.m. - similar arrangements for overtime worked by the afternoon shift.

**13.15** The hours of work and shifts outlined in Article 13.01 may be changed by the mutual consent of the parties to accommodate the work at hand, or contemplated; completion schedules; or the availability of employees.

**13.16** The Company shall supply a list of those employees who have worked more than sixteen (16) hours at overtime rates in any week. Upon request, the Union will be supplied with details of the circumstances of any overtime worked in excess of sixteen (16) hours.

### **13.17 MEAL ALLOWANCE**

Employees requested to work overtime and not given twenty-four (24) hours notice shall receive the following meal allowance in consideration for expenses incurred by employees.

For all overtime, a meal allowance of seventeen dollars (\$17.00) will be paid by the Company for employees working past twelve (12) hours and subsequently every four (4) hours thereafter. Meal allowances will be paid on the next regular payroll deposit. If the applicable meal allowance is not paid on the next regular payroll deposit the Company, in good faith, will pay twenty dollars (\$20.00) cash within twenty-four (24) hours (one business day).

### 13.18 (a) FLEX SHIFT

In addition to any other regular hour shifts provided for in this Collective Agreement, the Company may implement one or more three day, twelve hour shifts to be paid at straight time rates with the employee working such shift receiving the equivalent of forty (40) hours pay at his/her prevailing rate (the "Flex Shift") (hours worked x 1.1115 = amount required for thirty-six (36) hours to equal forty (40) hours pay). The Flex Shift shall constitute a regular shift similar to those shifts in Article 13.01 (a) and shall not constitute an overtime shift or a shift that otherwise attracts premium rates, regardless of the days upon which an employee on the Flex Shift works (e.g. Saturday or Sunday). The Company may cancel any Flex Shift upon completion of the full three (3) day shift and subsequently start another Flex Shift on any day and do so as often as the Company determines appropriate to satisfy workloads. This Flex Shift can be implemented on any day of the week but must run consecutively for three (3) days with the employee receiving the other four days of the week off. An employee required to work any part of his/her four (4) day break would be assigned to and paid at the applicable overtime rates as per Article 13.00.

(b) The hours of work and break periods shall be as follows.

#### Day Shift

..Hours of work: 7:30 a.m. to 11:30 a.m.. - 4 hours  
12:00 p.m. to 8 p.m. = 8 hours  
Total = 12 hours

..Break Periods: 9 a.m. to 9:10 a.m.  
2 p.m. to 2:10 p.m.  
4 p.m. to 4:10 p.m.  
6 p.m. to 6:10 p.m.

#### Night Shift

..Hours of work: 8 p.m. to midnight = 4 hours  
12:30 a.m. to 7:30 a.m. = 7 hours  
Total = 11 hours

..Break Periods:        10 p.m. to 10:10 p.m.  
                                  2 a.m. to 2:10 a.m.  
                                  4 a.m. to 4:10 a.m.  
                                  6 a.m. to 6:10 a.m.

**(c)** Employees shall be offered the opportunity to be assigned to the Flex Shift from the top of the seniority list down. If enough volunteers are not available, then the Company may assign employees to the Flex Shift from the bottom of the list up or hire employees and assign them to this shift. Unless they have volunteered, junior employees who are employed on a regular five (5) day shift will not be assigned to the Flex Shift if work will be available for them on regular shifts during the same pay week as that Flex Shift. An employee who is assigned to a Flex Shift shall not be required to work on that Flex Shift for more than four (4) consecutive calendar weeks at a time unless he or she volunteers to do so.

**(d)** Employees fifty five (55) and over with minimum ten (10) years service, or employees with twenty five (25) years service or more shall not be required to work on the Flex Shift.

**(e)** An employee who works on the Flex Shift shall have the opportunity to indicate their wish to work overtime during their four (4) days off on an overtime slip to be filled out on the last working day prior to their day(s) off. For the purposes of Article 13.09 (d) (i) employees working the Flex Shift shall be considered as employed on the day shift, thus preference for week day overtime shall include them and they shall be rotated accordingly if such overtime falls on one of their scheduled days off. Employees on the night shift Flex Shift, when being considered for overtime on their scheduled days off shall be considered to be employed on the second shift for overtime rotation.

**(f)** All lay offs must occur in order of seniority as per Article 5.03 except employees refusing the Flex Shift in accordance with Article 13.18 (d) above, and where there is no work available for such employees on regular shifts. Employees laid off the Flex Shift during an "on" day will be paid in accordance with Article 9.04. Employees laid off the Flex Shift during an "off" day will be paid four (4) hours at the straight-time rate to return gear, clean lockers, etc., and will not receive any other payment and Articles 9.04 and 13.02 (b) shall not apply.

**(g)** Articles 13.02 (a) and 13.03 shall not apply to employees employed on a Flex Shift.

**(h)** When a statutory holiday occurs on a day employees are scheduled to work on the flex shift the employees will be paid twelve (12) hours at straight time for the full shift, providing such employee actually works the full shift minus one (1) hour before, and the full shift minus one (1) hour after the statutory holiday.

The reference to the full shift minus one (1) hour qualifying time is to accommodate employees who are justifiably late in reporting for work, and shall not be construed as permission for employees to leave the yard, prior to shift end once they have worked eleven (11) hours.

Should an employee be on the "off" period of the flex shift and a holiday as listed in Article 18.01 falls on one of these "off" days; the employee shall be reimbursed eight (8) hours wages at the straight time rate of pay.

An employee taking a floating holiday while on flex shift will be paid eight (8) hours at straight time, and credited for 12 hours worked. In such cases, providing the employee works all other regular shift hours in accordance with Article 13.18 (a), he/she will be paid 36 straight time hours plus any overtime hours worked in that week.

**(i)** Employees on flex shift requested to work overtime and not given twenty-four (24) hours notice shall receive a meal allowance of \$17.00 for working past four (4) hours overtime, and subsequently every four (4) hours thereafter. Meal allowances will be paid on the next regular payroll deposit. If the applicable meal allowance is not paid on the next regular payroll deposit the Company, in good faith, will pay twenty dollars (\$20) cash within 24 hours (one business day).

## **ARTICLE 14 OUTSIDE PLANTWORK, SHIP REPAIR AND/OR CONSTRUCTION**

### **14.01 HOURLY RATES**

For jobs outside the Halifax-Dartmouth area employees will receive regular rates of pay and benefits covered by the Collective Agreement.

## **14.02 TRAVELLING TIME**

Travelling time to jobs outside the Halifax and Dartmouth metro area shall be paid up to a total of eight (8) hours, at the rate at which employees would be paid on the job.

## **14.03 INCLEMENT WEATHER**

Employees working on jobs outside the Halifax and Dartmouth metro area whose work is interrupted due to inclement weather or other cause beyond the control of the employee, shall be guaranteed a minimum of forty (40) hours per week at straight time rates. In this respect, such employee, who is unable to live at home daily but makes it a practice to spend Saturdays, Sundays and legal holidays at home, and who is asked to work Saturdays, Sundays and legal holidays, and loses time due to inclement weather, or other causes over which he has no control, shall be paid on a straight time basis for fifty percent (50%) of all time so lost.

## **14.04 TRANSPORTATION EXPENSES**

The cost of transportation incurred by the employee in going to jobs outside the Halifax and Dartmouth metro area, together with reasonable expenses incurred, shall be paid by the Company. The Company and Union shall meet to determine the means of transportation to be used.

## **14.05 ROOM AND BOARD ALLOWANCE**

Employees working on jobs outside the Halifax and Dartmouth metro area whose homes are beyond a fifty (50) mile radius and whose homes are not in the district or who are unable to return home at night shall be paid \$50.00 per day in reimbursement for all expenses other than transportation and accommodations. Reasonable cost of accommodations will be covered in addition to this allowance.

Company to ensure employees have sufficient funds before leaving plant.

**14.06** For all work outside Halifax Shipyard, notwithstanding any other provisions of this Collective Agreement, there shall be no trade demarcation limitations and all employees shall perform all work of which



they are capable. This trade flexibility shall not be used to discriminate against any trade. Furthermore, any employee on a job outside of Halifax Shipyard shall have preference for any overtime on that job for up to four (4) hours beyond the employee's regular shift notwithstanding anything to the contrary in this Collective Agreement. It is agreed that when employees are given preference for overtime in accordance with Article 14.06 the Company will maintain a list of the employees that have been allocated these man on the job preferences and the list will assist to prevent any inequities on those overtime assignments.

#### **14.07 Outside Plant Within Halifax/Dartmouth Area**

(1) Employees required to work outside the plant site, but within the Halifax/Dartmouth area, will arrange their own meals and transportation to the work site, and be prepared to commence work at the regular assigned starting time. Such employees will not be transported back to the plant site for lunch.

(2) These men shall be notified the previous day that they will be employed outside the plant and instructed to make their own lunch provisions. Every reasonable effort will be made to provide warm, dry accommodation for the lunch period. Company to enquire if space is available on the job site.

(3) In assigning employees to jobs outside the vicinity of the Halifax plant, consideration will be given to the transportation problems that may be encountered by employees who are assigned to work outside the plant.

(4) The employee shall be compensated for automobile usage at the rate of .26 per kilometre; kilometres are to be calculated from Plant to job site and return.

(5) All parking, will be arranged and paid, if a fee applies, by the Company.

(6) Arrangements will be made, by the Company for facilities for lunches, personal needs and workshops, where such amenities are not otherwise provided at the work site.

(7) Where the employee's personal automobile is used, bridge tolls will be reimbursed.

**(8)** Should the employee not have been notified the previous day and has not brought his lunch, he shall be given an opportunity to purchase a sandwich or cold meal prior to leaving the yard.

## **ARTICLE 15 HEATING PLANTS**

### **15.01 (a) Steam Generators (Plant Heating)**

Four **(4)** Stationary (Operating) Engineers to be employed at an hourly rate for four **(4)**, twelve **(12)** hour shifts at the base rate unless the employer assigns work on an eight **(8)** hour shift basis. While steam generators are not in operation and when all of the Maintenance Department employees are employed, and subject to the availability of work (and Article 5.05 -Maintenance Department) these men will revert to day shift and be absorbed in the Maintenance Department. When absorbed and subject to their qualifications, such employees shall perform the following duties:

1. Maintain and repair boilers and systems including spaces;
2. Vehicle maintenance;
3. Crane maintenance;
4. Greasing cranes;
5. Operate compressors (if qualified and needed);
6. Helper to other Maintenance Department trades; and
7. Additional assignments as per Article 20 - Trade Flexibility.

**(b)** Compressor Operator(s) to be utilized as required. Compressor Operators must possess the licenses required by the applicable legislation, and are classified under Schedule "A".

It is agreed between the parties that the Company will support the training requirements for employees who are interested in becoming qualified ticketed Compressor Operators.

This training will be limited to those employees who can demonstrate to the Company that they have the pre-requisite technical qualifications and the practical experience in terms of the running hours on suitable compressors, these running hours having been registered with

the Nova Scotia Department of Labour. The employee will be afforded the opportunity to write the required

Department of Labour examinations during Company time and the Company will pay examination fees to the successful candidate.

The Company will limit its commitment to the above training opportunities based on the specific requirements that are necessary to operate the plant equipment.

## **ARTICLE 16 TRIAL RUNS AND VESSEL REPAIRS OFF SHORE**

### **16.01 TRIAL RUNS**

**(a)** If required during main engine and auxiliary machinery trials alongside a wharf, etc., involving the testing of boilers under steaming conditions and the circulation of lube oil for cleaning, three (3) shifts will be established in accordance with the hours set out in Article 13.

**(b)** Employees required to make runs of twelve (12) hours or less duration shall be paid in accordance with Article 13.

**(c)** Employees required to make trial runs of more than twelve (12) hours duration, wharf to wharf, shall be paid in accordance with Article 13, except as noted below:

- (1) Hours worked on Saturday and Sunday payable at double the basic hourly rate;
- (2) Unworked hours on any day payable at straight time;
- (3) Unless workmen are granted a period of eight (8) continuous hours ashore, the trial run period shall be deemed to be continuous;
- (4) The Company shall be responsible for the cost of employees' room and board at the site or to and from the site, if necessary.

**(d)** Employees will be expected to provide their own meals for trial periods up to eight (8) hours. Employees working past eight (8) hours will be provided with a hot meal where practical and possible and subsequently every four (4) hours. Where hot meals cannot be provided, the Company shall supply a cold meal and where

meals cannot be provided the Company shall pay a meal allowance of seventeen dollars (\$17.00) for each meal not provided. This shall be paid within the pay period of the occurrence. The Company will also provide light refreshments for regular breaks.

(e) For work of long duration, standard vessel duty work periods shall be followed.

(f) Company agrees to offer senior employees from departments included on trial runs the first opportunity for such assignments subject to ability.

(g) The ten dollar (\$10.00) away from home incidental expense as in 14.01 shall not apply on trial runs.

## **16.02 VESSEL REPAIRS OFF SHORE**

For work offshore including vessel repairs, structural fabrication and installation and hook-up, the following working conditions will apply and supersede all other articles:

### **Monday to Friday**

- all hours worked, up to a maximum of twelve (12) hours per day, shall be paid for at the rate of time and one-half.
- all hours worked beyond twelve (12) hours per day shall be paid at the rate of double time.

### **Saturday, Sunday & Holiday**

- all hours worked shall be paid for at the rate of double time.
- Employees shall be working twelve (12) hour shifts and shall be guaranteed twelve (12) hours' pay per day at the prevailing rate of pay for each day at site, except for arrival and departure from site in which case actual hours worked shall be paid, in addition to any travel time.
- All travel time, from the time the employee leaves the yard until he arrives on site and vice versa shall be paid for at straight time rates.

– Lunch periods and breaks shall follow the durations as described in the Collective Agreement but neither lunch provisions nor hours of work will necessarily follow the times as per Article 16.01 and shall be scheduled as mutually agreed upon between the Company and the Union, generally at the same time that is followed on board the vessel.

– For work of long duration, standard offshore assignment rotation practice shall be followed.

The Company shall post notices for all employees interested in working on vessel repairs offshore. Notices for additions to the list shall be posted annually. The Company will then assign interested employees to repair offshore on the basis of required ability to perform work. Trade make-up of assigned crew shall be established to best accomplish the task at hand with all members fully engaged. This shall not be used to eliminate or discriminate against any trade classification.

While on site there shall be no trade demarcation limitations and all employees shall perform all work of which they are capable.

Any additional skills training to qualify for acceptance into offshore crew shall be included in the Training Program as per Article 22.

– The Company shall be responsible for the cost of employees' room and board at the site and also to and from the site.

– Should an employee be required to be stationed at or on, travelling to and from the site on a paid holiday, upon completion of the assignment, the employee shall be entitled to either a day, eight (8) hours off with pay or eight (8) hours' pay in lieu at the employee's option, for each holiday so assigned.

– The ten dollar (\$10.00) away from home bonus described in Article 14.01 shall not apply.

## **ARTICLE 17 VACATIONS WITH PAY**

**17.01** All employees covered by this Agreement shall be entitled to annual vacations and vacation pay provided they qualify for same in accordance with the following.

**17.02** The vacation year shall be the calendar year.

**17.03** For the purpose of this Article, an employee's service with the Company shall be that which he has attained as of December 31st of the previous year.

### **17.04 VACATION ALLOWANCES**

(a) Every employee shall be entitled to:

a vacation of two (2) weeks in each vacation year provided he qualifies for same under Clause 17.06;

(b) For the purpose of calculating vacation, an employee who is hired on June 30th, or prior to, and has worked a minimum of six (6) months plus one (1) day in that calendar year shall receive credit for one (1) year's service;

(c) 5 weeks after 20 years of continuous service,  
4 weeks after 15 years of continuous service,  
3 weeks after 6 years of continuous service.

**17.05** Any vacation or vacation pay to which an employee may become entitled under the provisions of the Vacation Pay Provisions of the Labour Standards Code of the Province of Nova Scotia shall be granted or paid to an employee under the provisions of the Vacation Pay Provisions of the Labour Standards Code of the Province of Nova Scotia and shall be debted against the benefits which such employee is entitled to receive under this Vacation with Pay Plan so that there may be no duplication.

**17.06** No employee shall be entitled to vacation until he has been in the employ of the Company for twelve (12) months within a period of two (2) years, or has qualified under Vacation Pay Provisions of the

Labour Standards Code of the Province of Nova Scotia. This shall be his qualification for vacation.

**17.07** If an employee's seniority is forfeited as outlined in this Agreement, (Article 5.04 (c)), he will lose all previous qualifications or rights he held under this Plan at the time of forfeiture of seniority.

**17.08** Employees who qualify for vacation pay under the terms of this Agreement as outlined in the foregoing will receive the following:

Qualified for two (2) weeks with pay:	4%
Qualified for three (3) weeks with pay:	7%
Qualified for four (4) weeks with pay:	9%
Qualified for five (5) weeks with pay:	12%

of actual earnings of previous year as shown by records of the Company.

**17.09** Actual earnings shall include, when applicable, credit of 40 hours/wk at prevailing wage rates for each week in excess of 13 weeks in any year while an employee is drawing compensation benefits.

Should changes in the WCB Act/Regulations occur, that requires the Company to report additional monies to the WCB that are received by an employee while out on WCB, and which in turn results in deductions occurring in the benefits being received by the employee from WCB, then the Union and Company agree that the Company shall cancel the preceding paragraph.

**17.10** All vacations and vacation pay to which employees become entitled under this Plan will be granted during the vacation year succeeding that in which they are earned. In the event an employee does not use his vacation, he shall receive the outstanding vacation monies due. The Company will, so far as possible, arrange for each employee to be granted his vacation at the time chosen by the employee, provided the employee notifies the Company by a date to be set by the Company in consultation with the Union. No employee may go on vacation without the previous consent of the Company. Except as provided in Clause 17.10 hereof, an employee must go on vacation to become entitled to receive vacation pay. Employees shall submit vacation preference date by May 1st. The Company shall post the vacation schedule by June 1st,

subject to change only by mutual consent. In case of conflict, senior employees are to be given preference for vacation period. Employees who are unable to submit their vacation plans by May 1<sup>st</sup>, or who find it necessary to change their approved vacation plan shall submit a request to the Company five (5) working days in advance.

**17.11** An employee who has qualified for vacation pay shall, if he leaves the employ of his own accord, or is discharged for any reason whatsoever, be paid such vacation pay at the time he leaves the employ. If an employee withdraws his vacation pay during the current year, he forfeits his seniority and terminates his employment. An employee laid off shall be entitled to claim the vacation pay based on his earnings in the previous calendar year, but the vacation pay based on his earnings in the year in which he is laid off shall be accumulated until the end of that year. Thereafter, if such employee still remains in the employ of the Company, such vacation pay will be paid him at the time his vacation is taken, but, if the employee is no longer in the employ of the Company such vacation pay will be paid to him when he applies for the same during the succeeding vacation year.

**17.12** Vacations may be taken weekly or by consecutive weeks. If an employee takes at least two (2) weeks vacation he may waive additional time and elect to claim the balance of vacation pay entitlement. Such election shall be communicated to the Company prior to the commencement of the vacation.

**17.13** Employees may be granted the privilege of one (1) day vacation credit (take a day off and have it credited as a days vacation) up to a limit of five (5) days, when they are qualified for three weeks or more vacation credit. The request is to be submitted to the employee's supervisor no later than the preceding shift.

## **ARTICLE 18 PAID HOLIDAYS**

**18.01** An employee will be paid the standard working hours at contract rates for eleven (11) paid holidays in each contract year if not worked, providing such employee actually works seven (7) hours in the shift preceding and seven (7) hours in the shift following such holidays or works between the qualifying shifts. These holidays shall be:



New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Halifax Natal Day

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Floating Holiday

**(a)** In addition one (1) additional statutory holiday, and as proclaimed by the Federal Government will be treated as a paid holiday.

**(b)** The reference to seven (7) hours qualifying time is to accommodate employees who are justifiably late in reporting for work, and shall not be construed as permission for employees to leave the yard, prior to shift end once they have worked seven hours.

**(c)** Employees absent on their Birthday will not be recorded as absent.

**(d)** Employees admitted to hospital during week of qualifying day or with documented legitimate medical excuse for actual qualifying day shall be regarded as if employed for a qualifying day.

**(e)** Notwithstanding the foregoing, probationary employees will only be eligible for the floating holiday after thirty (30) days of service.

**(f)** An employee who is performing work in a higher rated classification than his own on the day preceding the statutory holiday shall receive the higher rate of pay for the holiday.

**(g)** On the last regular working day before Christmas, the plant will cease operation at 11:30 a.m. but employees will be paid until 1:00 p.m. at which time the plant will shut down. Employees working on the four (4:00 p.m.) to twelve (12:00 a.m.) shift shall be given the option of coming in on the day shift as their shift will be cancelled for this day.

Any hours an employee is required to work past 1:00 p.m. on this day are to be considered as overtime hours.

**18.02** Should any of these holidays fall on Saturday or Sunday, the following Monday will be treated and paid for as the holiday. Paid holi-

day rates shall not apply on Saturday or Sunday but regular overtime rates shall apply.

**18.03** The term "shift" shall mean the regular hours of work as defined in Article 13.01 or 13.07. The words "actually works" shall mean that an employee must work his full scheduled shift, except as provided for in Section 18.01. However, an employee having seniority rights under the terms of this Agreement who is laid off during the period beginning at the start of his shift on the shift preceding the holiday to the end of the shift following the holiday will be eligible for the said paid holiday. Should an employee be on layoff status other than that aforementioned, he shall not be eligible for holiday pay.

**18.04** The Company will, so far as possible, arrange for each employee to select his own floating holiday at the time chosen by the employee, provided the employee notifies the Company at least five (5) days prior. Persons presently employed or who have been laid off by the Company during the current year and who have not taken the holiday during the year may apply to receive payment for the floating holiday on or around December 15.

In cases of conflict, senior employees are to be given preference for floating holiday selection.

### **18.05 EI CLAUSE**

The parties agree that, if the Employment Insurance Act, or Regulations, is revised, and such revision adversely affects employee's vacation rights or entitlement, meetings will be convened, between the parties, to discuss the revisions to the Collective Agreement to protect present vacation rights and entitlement of employees.

## **ARTICLE 19 BEREAVEMENT LEAVE AND JURY DUTY**

**19.01 (a)** In case of the death of a parent, step-parent, spouse, common law spouse, child, step-child, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, GRANDCHILD, or grandparent of an employee, the Company will compensate such employee for the time lost up to a maximum of five (5) consecutive regular working days at straight time rate of pay from the time of death;

**(b)** In the case of the death of an employee's brother-in-law or sister-in-law, the employee will be granted three (3) days leave from time of death with a maximum of one (1) working day with pay.

**19.02** Both above provisions will apply if the employee: -

**(a)** Is not absent from work because of injury for which he is entitled to Worker's Compensation, or sickness for which he is receiving weekly indemnity under the Group Insurance Plan;

**(b)** Is not on layoff due to lack of work;

**(c)** Is not on leave of absence without pay;

**(d)** Is scheduled to work;

**(e)** Is not on regular scheduled days off;

**(f)** The employee must supply all details required on the form for "Request for Pay" including proof of relationship to the deceased;

**(g)** Should a lay off occur while an employee is out on approved bereavement leave, the paid bereavement leave will continue in accordance with 19.01 **(A)** or 19.01 **(B)**, however the employee shall not receive any further payments unless called in by the company under Article 9.05. Article 13.05 Does not apply.

**(h)** Bereavement pay to commence on either the day of the death or the day after the death occurs, whichever one the employee chooses to exercise. If the employee is on vacation or a holiday, the bereavement leave will commence on the employee's first scheduled return shift.

**19.03** Where the death of an employee results from an industrial accident in the yard, the Company will compensate Union President and two (2) representatives of the employee to be selected by the Union, up to one (1) day's pay at basic hourly rate while attending the funeral.

## **19.04 JURY DUTY**

Any employee called for Jury Duty shall be paid for each day partially or wholly actually spent in performing Jury Duty, an amount equal to the difference between all payments he receives for any aspect of the Jury Duty and the amount he would normally have received provided he otherwise would have been required to work on such day. Claim for such remuneration must be made in writing by the employee to the Personnel Department and he will present adequate proof to the amounts of all payments received relating to the Jury Duty. The Company's obligation to compensate an employee under this article shall be limited to a maximum of twenty (20) days in any calendar year.

## **ARTICLE 20 TRADE FLEXIBILITY**

**20.01** The Company and Union recognize the requirement to maximize employment for existing employees with seniority. However, both parties recognize that in order to increase Company competitiveness and provide opportunities for the future, the following conditions shall apply.

(a) When all employees with classification seniority before September 17, 1984 in a particular classification are employed or in training, all employees, providing they are capable, shall perform work of other trades in addition to regular duties and regardless of employment status of any new employees hired after September 17, 1984 or employees without seniority prior to September 17, 1984.

Such work as referred to in this Article is work of another classification that is performed in the progression of their own job; and work of another classification when rendering assistance to another employee; but shall not be performed to the extent that it would include them in that other classification.

When a higher rate of pay is involved, preference shall be given to the senior employees provided they are capable of performing the work at hand.

**(b)** When there is a requirement to increase the employment levels within a specific classification, the Company shall hire employees from that specific classification in order of their seniority. The intent of this subarticle is that employees from one classification should not perform the work of another classification except as provided for in subarticle (a) above.

**(c)** Where employment is not available for an employee with seniority prior to September 17, 1984 in his/her classification, and where there is work available in another classification that does not have employees laid off with seniority and recall rights, then the Company may provide the employee with the opportunity to work in the alternate classification in accordance with Article 5.03(a). If the employee does not accept this opportunity, he/she shall be laid off until work is available in his/her existing classification. Where an employee refuses such an opportunity, article 20.01(a) is not violated. Such assignment, however, shall not be to a classification that is lower than the classification in which the employee holds seniority.

**(d)** When conditions as outlined in 20.01 (a) are met on the last regular workday before overtime being worked, it is agreed that the trade flexibility provisions in this Article shall apply on overtime being worked.

**20.02** When Riggers and Engine Fitters are employed on tail end jobs (at the work site, e.g. docks), they shall work as a team and assist each other in all phases of the operation.

When Riggers and Engine Fitters are employed to work on major engine overhauls, the Engine Fitters and Riggers shall work as a team and assist each other in all phases of the operation.

**20.03** Regardless of anything in this Agreement to the contrary, all employees who have a seniority date listed as being previous to September 17, 1984, shall be considered to be pre 1984 employees for the purposes of this and any other relevant articles within this Collective Agreement.

## **20.04 Composite Crews**

The Union and the Company agree that some jobs may arise that would be best performed by composite crews in order to reach maximum efficiency. However, before a new type of composite work crew can be implemented there must be discussion and input from the Company and the Union regarding the make-up and number in the crew.

When composite crews are employed, they shall work as a team and assist each other in all phases of the job.

## **ARTICLE 21 SUBCONTRACTING**

### **21.01 SUBCONTRACTING**

(a) It is the intention of the Company to endeavour to perform normal and traditional work within its facility utilizing bargaining unit employees. Recognizing subcontracting is necessary in the ship-building and ship repair business, however, the Company may use sub-contractors under the following circumstances:

- (i) When the nature of the product or service is facility upgrading/refurbishment, snow removal, garbage removal or office cleaning. This does not include work normally and traditionally performed by the Maintenance Department.  
or,
- (ii) Where the sub-contractor provides a specialist skill beyond the Company's normal capability.  
or,
- (iii) Where the nature of the service required is a customer demanded service or is warranty work that requires the holder of the warranty work or his nominee to perform the work in question.  
or,

(iv) Where the demand or service required exceeds the capabilities of the facilities to meet the schedule. Where practical, prior to proceeding with the decision to sub-contract, the parties will meet to discuss alternatives.  
or,

(v) Where the demand or service required exceeds the availability of qualified people who are readily available within the Halifax Regional Municipality to meet the schedule.

(b) When subcontractors are in the shipyard, the Company will pay one point three five percent (1.35%) dues to the Union based on a forty (40) hour work week of a Grade 12A, Local #1 member for each hourly paid subcontractor working in the plant.

(c) The Union shall be informed of all subcontracting being performed in the shipyard at all times as soon as it is practical to do so.

(d) Make or buy decisions shall be made by the Company as part of its economic assessment for work contracted out of the yard.

## **ARTICLE 22 TRAINING**

### **22.01 TRAINING**

(a) Training programs shall be set up to ensure both groups shall function with maximum efficiency. The Company and the Union agree to establish a Joint Training Committee comprising of three standing members from Management and three standing members from the Union with an addition of floating members from classifications and staff at the discretion of the committee. The Committee shall meet the first Thursday of each month. When an employee is on an active training program, i.e. classroom conditions, and is not involved in actual production work, he will not be subject to lay-off until completion of such training.

A major role of the committee shall be the identification of training needs necessary to upgrade and maintain skill levels of present employees in all classifications. The committee shall make recommen-

dations for Management's consideration and approval in those areas identified as needing training. If approved by Management, such training shall be provided at no expense to the employee and shall be offered to employees within a specific classification in order of their seniority. The Company reserves the right to offer training programs outside of usual work hours to employee's that voluntarily participate in those programs.

**(b)** New skill requirements will not be arbitrarily implemented without providing training for employees who require it and all employees, as of the date of signing of the Collective Agreement, will be considered to have the required ability necessary to the classification they are in.

Employees aged fifty-five (55) years or over and who have five (5) years or more of seniority may take the training offered or not, as they choose, and will not be subject to the ability clause at any time. The Company reserves the right to select those offered the opportunity to train in the fifty-five (55) years and over group. The opportunity to train for those under fifty-five shall be based on seniority among the employees who have the ability and pre-training qualification required.

**(c)** Within 18 months of the signing of this Collective Agreement, the Company will implement an apprenticeship training program in classifications where there is an indentured apprenticeship program available through the Nova Scotia Department of Education. Due to layoffs, it is understood that the length of time to complete an apprenticeship may vary. When an apprentice has completed both eight thousand (8000) hours and obtained either provincial or interprovincial tradesman status, he shall be credited with seniority (apprenticeship time included) in their trade classifications upon completion of their apprenticeship.

**(d)** Selection of applicants for apprentice programs within classifications shall be decided from the specific classification(s) first and then the yard in general, prior to seeking applicants from outside the bargaining unit. In the selection of applicants for apprentice programs seniority will be the governing factor where the ability and pre training qualifications are sufficient. The training committee will give the necessary attention to the requirements of the Federal Contractors Equity Program.



**(e) CONTRACT OF APPRENTICESHIP**

This Agreement, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between (hereinafter called the "Employer") of the First Part, and \_\_\_\_\_ of \_\_\_\_\_ having been born on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the "Apprentice") of the Second Part, and \_\_\_\_\_ of (addressed), (Parent), (Guardian) of the Third Part.

**WITNESSETH:**

1. That the Apprentice, of his own free will and with the consent of the party of the Third Part by these presents agrees:

(a) To enter into this Agreement as an Apprentice to the said Employer in the trade or occupation of \_\_\_\_\_ for a period of \_\_\_\_\_ year or \_\_\_\_\_ hours, whichever is the longer, commencing on the \_\_\_\_\_ day of \_\_\_\_\_

(b) That the first one thousand (1000) working hours of the period specified in (a) above is to be considered as probationary during which this Agreement may be terminated by either the Apprentice or the Employer;

(c) To render faithful service to his Employer during the period of Apprenticeship;

(d) To show due regard for tools, goods and property of the Employer and to avoid damage and waste;

(e) To furnish to his Employer satisfactory reasons for any absence from his employment or instructions in related trade subjects with the understanding that all lost time shall be deducted from hourly credits;

(f) To pursue faithfully and diligently any classroom or other form of study courses related to his trade which may be prescribed from time to time;

(g) To endeavour at his own expense and in his own time to follow a theoretical course directly related to that branch of shipbuilding to which he is apprenticed;

(h) That should the employee be wilfully disobedient to the Employer or neglect to observe plant rules and regulations or fail any test or exam in his course of studies, such employee will be subject to the provisions of Article 5.02 (c).

2. The Employer by these presents agrees:

(a) To provide adequate practical training for the Apprentice in all job operations and processes of the trade insofar as facilities and the character of the work will permit.

(b) To keep the Apprentice employed so long as work is available and if the Apprentice is laid off due to lack of work, to give him the opportunity to be re-employed before another Apprentice is hired;

(c) To release the Apprentice from his duties of work so that he may attend prescribed courses of study regularly. If EI policies change in a manner that do not allow an apprentice to qualify for benefits, the Company and Union agree to meet to discuss and agree on appropriate compensation for attendance at such courses. This to apply to part-time courses or a full-time programme requiring continuous attendance;

(d) To pay the Apprentice wages as set forth above.

(e) To issue a "Certificate of Completion" at the expiration of the term of training certifying that the Apprentice has completed his Apprenticeship under this Agreement;

(f) And, of the true performance of all and singular the covenants and agreements herein contained the said parties hereto severally bind themselves;

(g) Provided, always, and it is hereby agreed, that if at any time during the continuance of the said term Halifax Shipyard, should deem it advisable or find it necessary in the interest of the Company to close its Halifax Plant, or terminate the employment of all men engaged in any particular trade in either of its plants, then if the trade which the said Apprentice is learning is discontinued, it shall be lawful for the

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Employer by notice in writing to the said Apprentice or to the said Parent or Guardian to cancel and terminate these presents, and the Apprenticeship herein provided for, in which event the said Apprentice shall not claim or be entitled to any of the rights, privileges or sums hereinbefore covenanted for by the Employer in respect of the residue then unexpired of the said term. In the event of the Employer being obliged to cancel and terminate this Indenture of Apprenticeship under the provisions of this paragraph the Employer agrees to take all reasonable steps to assist the Apprentice in continuing his Apprenticeship with some other Employer in the locality having facilities for this purpose, if there are any such available. Failing this a letter fully covering his progress will be supplied to the Apprenticeship.

IN WITNESS WHEREOF THE CONTRACTING PARTIES HERETO  
HAVE HEREUNDER SET THEIR HANDS THE DAY AND YEAR FIRST  
ABOVE MENTIONED.

In the Presence of:

---

Employer

---

Apprentice

---

Parent or Guardian

This \_\_\_\_\_ day of \_\_\_\_\_

## TRANSFER

### (To be filled in if Apprentice transfers to another Employer)

With the consent of all parties to this Agreement the services of the Apprentice and the responsibility of the Employer are hereby transferred to:

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Employer

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Apprentice

---

Parent or Guardian

This \_\_\_\_\_ day of \_\_\_\_\_

## **ARTICLE 23 CHARGEHANDS**

**23.01 (a)** The Company will post a notice from time to time calling for applications from employees interested in filling chargehand positions that may arise in specific classifications.

**(b)** The number of employees within each pool will include sufficient employees to fill immediate and near future expected requirements for chargehands in specific classifications.

**(c)** Employees interested in submitting application to a posted notice shall go to the Employee Relations office and apply.

**(d)** In filling vacancies in the Chargehand pools, qualifications, attendance, attitude towards work, overall capabilities, and physical fitness shall be the determining factors. Where the Company considers the candidates to be equal in relation to the vacancy being filled, seniority shall be the determining factor.

**(e)** A copy of the successful employees in the Chargehand pools and any additions or deletions will be supplied to the Business Agent of the Union. An up-dated list of the employees in each pool shall be available to the Union upon request.

**(f)** Unsuccessful employees may re-apply, if they wish, upon posting of future notices.

### **23.02 GENERAL**

**(a)** It is recognized that Chargehands are not classifications, but a premium paid to hourly employees.

**(b)** It is recognized that there exists two (2) levels of Chargehands, i.e. regular, temporary, however, the two (2) levels will only be used as the work demand dictates.

**(c)** Previous experience as a Chargehand shall be considered when appointing a regular Chargehand.

**(d)** The purpose of a temporary Chargehand will be to increase the available Chargehands needed during peak periods, vaca-

tions, absences, etc. They will be drawn from the pre-established pool at management discretion when required.

(e) When appointed as temporary Chargehand, they will continue these duties until completion of the temporary period.

### **23.03 DUTIES**

(a) The primary duties shall be the direction of employees, including multi-trade crews, to ensure that work is progressing safely, efficiently and correctly. The secondary duties of a Chargehand shall be to perform their normal tradesmen's duties to progress the job the Chargehand is supervising.

(b) Chargehands shall not have discretionary powers over interpretation of the Collective Agreement, nor shall they have the power to determine discipline to fellow employees. Chargehands shall not receive grievances on the Company's behalf for other employees.

(c) A Chargehand will carry out his duties as directed by his superior.

(d) Chargehands shall not replace employees on overtime unless their name comes up on the overtime list. Any other overtime work assignments for a chargehand shall be restricted to supervisory duties and to lend casual assistance.

(e) Chargehands shall not have access to confidential employees' records and no computer access for time checkers or time keeping.

## **ARTICLE 24 EXPIRATION OF AGREEMENT**

**24.01** This Agreement to take effect on date of signing, except as otherwise specifically noted, and shall remain in effect until midnight, December 31, 2006 and from year to year thereafter, unless notification in writing to re-open the Agreement is served by either party hereto. Such notification is to be served not later than sixty (60) days before the day of expiration of this Agreement. Upon receipt of such notice the parties hereto agree to meet immediately, with the object of adjusting

any matters requiring attention in the present Agreement, or of negotiating a new Agreement.

The parties recognize that the preceding Collective Agreement had a nominal expiry date of December 31, 2003, but that, in accordance with the Nova Scotia Trade Union Act, the terms and conditions of the preceding Collective Agreement remained in full force and effect until the date of signing of this Collective Agreement.

## **ARTICLE 25 OBLIGATIONS**

**25.01** All provisions and terms of this Agreement are hereby mutually agreed to, by and between Halifax Shipyard, and all members of CAW/MWF Local No. 1 and signed by the representatives of the parties hereto who have been duly authorized to execute the same on behalf of Halifax Shipyard, and on behalf of CAW/MWF Local No. 1 respectively.

**25.02** The fulfilment of this Agreement and that of any subsequent joint Agreements entered into shall be fully observed by the officers and members of the Union and by the Company and it is their duty to see that all such Agreements are carried out both in the letter and the spirit.

**25.03** There shall be no strikes, walkouts, slowdowns, lockouts, or other similar interruption of work during the life of this Agreement until compliance with all requirements of the Trade Union Act.

Any employee or employees violating any of the provisions of this Article shall be subject to dismissal.

**25.04** During this Collective Agreement period, should an opportunity arise regarding a project, which may offer for an extended period, increased and/or stable employment, the Union and Company may agree to re-negotiate mutual terms within the Collective Agreement, to ensure a competitive bid. The Company agrees that it shall not pursue the intent of this Article into arbitration.



**HALIFAX SHIPYARD  
SCHEDULE "A"**

(Rates of Hourly Wages)

Effective January 1, 2004, the standard hourly wage rates for the following classifications will be as follows:

**JOE GRADE CLASSIFICATION- Part 1**

	<b>Jan. 1, 2004</b>	<b>Jan. 1, 2005</b>	<b>Jan. 1, 2006</b>
Helper	18.46	18.92	19.20
Services "A"	21.24	21.77	22.10
Services "B"	19.89	20.39	20.69
Services "C"	19.31	19.80	20.09
Services "D"	10.17	10.42	10.58
Driver (Truck)	19.03	19.51	19.80
Warehouseman	19.99	20.49	20.80
Warehouseman Senior	20.72	21.24	21.56
Stationary Engineer Class 2	21.74	22.29	22.62
Stationary Engineer Class 3	21.24	21.77	22.10
Burner	21.24	21.77	22.10
Joiner	21.24	21.77	22.10
Crane Operator	21.24	21.77	22.10
Electrician	21.24	21.77	22.10
Engine Fitter	21.24	21.77	22.10
Machinist	21.24	21.77	22.10
Pipefitter	21.24	21.77	22.10
Steelworker	21.24	21.77	22.10
Rigger	21.24	21.77	22.10
Welder	21.24	21.77	22.10
Crane Operator-Elect. Bridge	21.24	21.77	22.10
Optical Draftsman	23.49	24.08	24.44
Sheet Metal Worker	21.24	21.77	22.10
Millwright	21.24	21.77	22.10
Garage Mechanic	21.24	21.77	22.10
Maintenance Mechanic	21.24	21.77	22.10
Stage Builder	21.24	21.77	22.10
Greaser	21.24	21.77	22.10
Payload Operator	21.24	21.77	22.10

Pneumatic Tool Repairman	21.24	21.77	22.10
Semi-Skilled Compressor Operator	19.73	20.23	20.53
Toolroom Attendant	21.24	21.77	22.10
Plate Shop Machine Op.	21.24	21.77	22.10

## **JOB GRADE CLASSIFICATION- Part 2**

The following classifications although they do not have employees presently classified are classifications for work that is to be performed by bargaining unit employees when such work arises.

When employees classified in part 1 of this same schedule are performing work of any of these classifications they shall be paid in accordance with Article 5.03 (k) and (i) of this collective agreement.

	<b>Jan. 1, 2004</b>	<b>Jan. 1, 2005</b>	<b>Jan. 1, 2006</b>
Tankman – Accet. (Welder Helper)	19.03	19.51	19.80
Insulator	20.39	20.90	21.22
Stationary Engineer Class IV Ticket	20.95	21.47	21.80
Truck Driver Tractor Trailer	21.04	21.57	21.89
Chipper	21.04	21.57	21.89
Dock Pumpman	21.04	21.57	21.89
Bricklayer	21.24	21.77	22.10
Wheelabrator Shotblast Operator	21.24	21.77	22.10
Blacksmith Anglesmith	21.24	21.77	22.10
Toolmaker	21.75	22.30	22.63
Diesel Specialist	22.08	22.64	22.97
Loftsman	22.38	22.94	23.29
Diver	30.21	30.97	31.43

## INDENTURED APPRENTICES

	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
Starting Rate:	14.49	14.85	15.08
After 1000 hours:	15.04	15.41	15.65
After 2000 hours:	15.58	15.97	16.21
After 3000 hours:	16.13	16.53	16.78
After 4000 hours:	16.68	17.09	17.35
After 5000 hours:	17.23	17.66	17.93
After 6000 hours:	17.78	18.22	18.50
After 7000 hours:	18.32	18.78	19.06
After 8000 hours:	21.24*	21.77*	22.10*

\*Conditional upon completing 8000 hours and receipt of provincial or interprovincial certification.

## IMPROVERS

	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006
Starting Rate:	19.03	19.51	19.80
9 Month - 18 Month	19.41	19.89	20.19
18 Month - 27 Month	19.99	20.49	20.80
27 Month - 36 Month	20.39	20.90	21.22
Experienced Helpers	20.80	21.32	21.64

## PREMIUM RATES

### (A) Chargehand

A Chargehand who directs and supervises the work of others, depending on the nature of the job, while so employed shall receive fifty-five cents (\$0.55) an hour over the base rate of the highest hourly rated classification supervised. This rate should not be reduced during the particular job for which he holds appointment.

### (B) Working in Human Excrement

Employees who are in physical contact with human excrement in the performance of their job shall be paid a premium of time and one quarter commencing from the start of such work for the duration of the actual hours the employee is in physical contact with human excrement (rounded up to a minimum of four (4) hours). This article does not

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include the normal duties of cleaning washroom toilets, and/or connecting sewage chutes unless such duties means the employee shall come in direct contact with such excrement. The employee on a job involving physical contact with human excrement shall have preference to do that work.

## SCHEDULE "B"

### A. Offenses - Minor

1. Loitering.
2. Absent without notification or permission.
3. Violating Bulletin Board rules of a minor nature.
4. Habitual lateness.
5. Improper use of Company's property.
6. Selling tickets, soliciting contributions or distributing handbills without permission.
7. Failing to report to First Aid Station upon returning from sickness or accident.
- a. Violation of Safety Rules of a minor nature.
9. Failure to punch or improper punching of time cards.
10. Leaving job before quitting time.
11. Poor workmanship.

Any employee committing any of the above offenses will be liable to:

- 1st offence - Warning
- 2nd offence - Maximum five (5) day suspension
- 3rd offence - Dismissal

Where an employee has received a Warning Slip and no further offenses have occurred for a period of nine (9) months, such employee shall have his Warning Slip automatically cancelled.

Where an employee has received a suspension and no further offenses have occurred for a period of nine (9) months, the suspension shall revert to the status of a warning slip for a further period of nine (9) months. If no further offenses occur for that period of nine (9) months, the warning slip shall automatically expire.

The time limit for action on minor offenses as listed shall be ten (10) days except for the minor offenses of (a) Absence without notification or permission, (b) Habitual lateness; or (c) Failure to punch or improper punching of time cards, on which there shall be a sixty (60) day time limit for action by the Company.

## **B. Offences - Major**

1. Habitual absenteeism.
2. Insubordination (wilful disobedience to authority).
3. Theft.
4. Fighting.
5. Transporting or possessing liquor or illegal drugs on Company time or premises.
6. Smoking in prohibited areas.
7. Wilful damage and defacing Company property or property of others.
8. Any illegal act when on Company premises or when off Company premises, but being paid by the Company.
9. Gambling.
10. Violating Bulletin Board Rules of a major nature.
11. Punching a number other than your own on time clock.
12. Absent without notification or permission for a period in excess of five (5) consecutive working days.
13. Urinating and/or defecating anywhere but the washroom facilities.
14. Being on Company time or premises consuming and/or under the influence of illegal drugs.

Any employee committing any of the above offences will be liable to instant dismissal.

The above list is illustrative and not exhaustive, however, any changes will be subject to negotiations between the Company and the Union.

## **C. Alcohol Related Offences**

Any employee being on Company time or premises, consuming and/or under the influence of alcohol, will be subject:


1. First Offence  
Mandatory five (5) day suspension from work without pay.
2. Second Offence  
Indefinite suspension without pay (minimum five (5) days) pending successful rehabilitation.


3. Third Offence  
Indefinite suspension without pay (minimum twenty-eight (28) days) or possible dismissal pending successful rehabilitation.

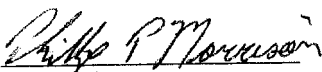
All of the above offences will be recorded and remain indefinitely on the employee's file.


Signed this 10<sup>th</sup> day of May, 2004,  
For Local 1:

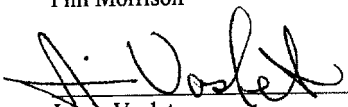
For Halifax Shipyard:

  
Ernie Nordin

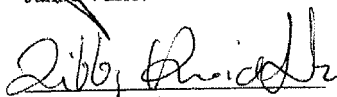
  
Steve Durrell

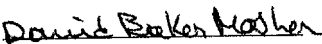
  
Phil Morrison

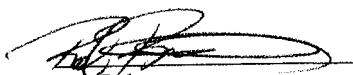
  
Kevin Hudson

  
Jamie Vaslet

  
David Thomson

  
Zibby Kwiatek

  
David Baker-Mosher

  
Rob Roberts



## **EMPLOYEES' GENERAL GUIDE**

This manual has been prepared for your guidance and information and includes a summary of the more important Rules and Regulations of the Company, but does not form part of this Agreement. Every employee should use his good judgement by refraining from doing anything that Management would not approve, even though it is not listed in this manual.

If there is anything about your work or working conditions that you do not understand, please talk the matter over with your Supervisor.

### **MEDICAL EXAMINATION**

All new employees hired may be subject to satisfactory medical examination and x-ray.

### **IDENTIFICATION CARDS**

For security reasons and means of identification, an Identification Card shall be carried by all employees. This Identification Card must be available on request when entering, leaving and at all times when on Company premises. If you are unable to show your Identification Card when requested, you may not be allowed on the premises.

### **SCANNERS**

Every employee is given a number on his identification card which is used to scan in and out of work. Your scanner record is essential for calculation of your wages, also for Company records. Any employee scanning an identification card other than his own or wilfully damaging yard scanner will be subject to instant dismissal from the employ of the Company. Yard scanner must be used at all times when entering or leaving the Plant (except at lunch period).

### **CHANGE OF ADDRESS**

Employees are required to notify their Supervisor and the Employee Relations Department of any change of address. This is very important to the employees and may mean the difference between being rehired after a temporary layoff or the next man on the list to be rehired in that place.

## **FIRST AID**

The First Aid Station is located on the Southeast corner of Outfit Stores, at the Halifax Yard.

## **IN CASE OF MINOR INJURY**

Notify your Supervisor and proceed immediately to the First Aid Station. The Company retains a Registered Nurse during all working hours.

## **PROBLEMS**

We maintain an Employee Relations Department where you are free to call in and discuss any problem you may have. Permission must be granted by your Supervisor before leaving your job.

There is an established Employee Assistance Program (EAP) available to all employees. Any inquiries or assistance can be obtained from members of the EAP Committee.

Any other inquiries or assistance should be directed through your Shop Steward or your Supervisor.

## **ORGANIZATIONS**

The individual has the right to belong to any Club, Society, Association, or Union which is legal under the laws of Canada. No person is allowed to solicit membership in any Club, Society, Association or Union during working hours.

## **LEAVE OF ABSENCE**

Leave of absence for reasonable cause may be granted at the discretion of the Supervisor and certified by the Employee Relations Department.

## **REPORTING ABSENCE**

All employees are required to communicate with the Employee Relations Department in Halifax (sick line number - 422-0704) when absent from work. The Employee Relations Department will notify the Supervisor concerned.

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## **CANTEEN**

There are canteen facilities located on the premises for the convenience of all employees.

Loitering at these canteens, or abuse of these canteen privileges, will not be tolerated.

**Memorandum of Agreement**  
**Between**  
**Halifax Shipyard (the Company)**  
**and**  
**Industrial Union of Marine and Shipbuilding Workers' of Canada,**  
**Local 1 (the Union)**

**Re: Trade Flexibility Clarification of Article 20**

Both the Union and the Company agree that it is necessary to reduce inefficiencies and improve productivity within the workplace.

The intent of Article 20 "Trade Flexibility" is to allow employees within a specific classification to perform work of other classifications when it is necessary to do so to progress their job or assist other employees.

Employees assigned to a specific job are required as per this article to progress the work in the most efficient manner possible. This will be accomplished by using all skills and abilities they possess.

Both the Union and the Company agree to meet with the shop stewards and supervisors not later than 30 days subsequent to the signing of this Collective Agreement to ensure a clear and unambiguous understanding of Article 20 prevails in the workplace.

Attached are examples of the above.

Signed this 10th day of May, 2004.

For the Company



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For the Union



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ATTACHMENT FOR MOA ON TRADE FLEXIBILITY  
EXAMPLES OF TRADE FLEXIBILITY PRACTICES

The following are examples of work practices that are in accordance with the provisions of Article 20. These examples are illustrative and not exhaustive, and do not limit in any way the full extent of the trade flexibility provisions in Article 20. The provisions of Article 20 apply the same on all shifts, weekdays and weekends, straight time or overtime. For example, during the progression of their work:

1. All employees are to maintain a safe work environment through general cleaning of work areas, removal of hazards, etc.
2. Labourers may use grinders to remove scars prior to painting, and move obstacles to perform painting, for example floor plates, or other simple attachments.
3. A Joiner will tack and/or weld brackets to attach interior panels.
4. Where structures such as hand railings, ventilation, piping, etc. is in way of work that is to be carried out, any Local 1 employee is to remove and replace the structure as part of their job.
5. Pipefitters are to weld hangers/brackets, cut penetrations, use come alongs and chain falls, etc. as required in order to install or remove piping.
6. Any trained employee is to use a forklift to progress his job or assist other employees.
7. Any Local 1 employee may move pre-erected staging, stairwells or hand rails to progress the removal or installation of machinery.
8. A welder can remove or replace fairing aids.
9. Electricians and/or Iron Workers are to weld hangers/brackets in place, burn penetrations, etc. as required to install cable ways.
10. Iron Workers will use cutting/welding equipment as necessary to fabricate and fit steel work.
11. During the removal of a valve, an employee will use a chain fall or come along.

**Memorandum of Agreement**  
**Between**  
**Halifax Shipyard (the Company)**  
**and**  
**Industrial Union of Marine and Shipbuilding Workers' of Canada,**  
**Local 1 (the Union)**

**Re: Finish Painting Apprenticeship Program**

In order to provide "D" Services employees with the opportunity to become qualified finish painters and earn higher pay rates, the following program will be instituted.

1. "D" Services employees will have an opportunity to apply to be finish painter apprentices. The Company will select the successful applicants.
2. Selected "D" Services employees will be placed in the Finish Painting Apprenticeship Program.
3. This program will be two years in duration, and apprentices will be required to meet specified learning and skill milestones in order to: continue in the program; progress from one level to the next; and become a fully qualified finish painter.
4. Apprentices will be employed on the basis of a maximum of one (1) apprentice for each fifteen (15) journeymen or major fraction thereof. All apprentices employed in accordance with this Article will be hired and laid off as apprentices according to this ratio separately from other services employees.
5. A premium will apply for employees in the Finish Painting Apprenticeship Program as follows:
  - Year 1/level 1 - \$1.50 per hour over base Services "D" rate
  - Year 2/level 2 - \$3.00 per hour over base Services "D" rate
  - Fully qualified finish painter - \$4.50 per hour over base Services "D" rate

Signed this 10th day of May, 2004.

For the Company



For the Union



**Memorandum of Agreement**  
**Between**  
**Halifax Shipyard (the Company)**  
**and**  
**Industrial Union of Marine and Shipbuilding Workers' of Canada,**  
**Local 1 (the Union)**

**Re: Transfers between HS and Offshore SVCS.**

1. Local 1 employees moving from Halifax Shipyard to Irving Offshore Services Will be considered laid off from Halifax Shipyard. The employee will then be hired at the Offshore Services site.
2. Local 1 employees laid off from Irving Offshore Services who have their name on the seniority list of Halifax Shipyard will be offered work at Halifax Shipyard in accordance with their seniority rights when additional employees are hired.
3. There will be no "bumping" of existing Halifax Shipyard employees by local 1 employees laid off by Irving Offshore Services as the "five day cut-in" provisions of Article 5:03 of the Collective Agreement do not apply.

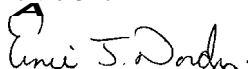
Signed this 10th day of May, 2004.

For the Company



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For the Union



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**Memorandum of Agreement**  
**Between**  
**Halifax Shipyard (the Company)**  
**and**  
**Industrial Union of Marine and Shipbuilding Workers' of Canada,**  
**Local 1 (the Union)**

**Re: Resolution of Grievances**

It is agreed that the Company and Union will meet to reach mutually agreeable resolutions to all outstanding grievances as part of the negotiation process.

Both the Union and the Company agree to commit to attending meetings to resolve these grievances within 30 days.

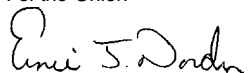
Signed this 10th day of May, 2004.

For the Company



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For the Union



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**Memorandum of Agreement  
Between  
Halifax Shipyard (the Company)**

**and**

**Industrial Union of Marine and Shipbuilding Workers' of Canada,  
Local 1 (the Union)**

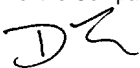
**Re: Sewage Lines, Cover Up and Anodes**

The renewal of the referenced MOA from 1996 and 2001 is agreed as follows:

It is agreed that removal of sewage lines, cover up work and removal of cover up, and removal, installation and repair of anodes is to be performed by any capable and available employee.

Signed this 10th day of May, 2004.

For the Company



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For the Union



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