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No. OF EMPLOYEES	340		
NOMBRE D'EMPLOYÉS	280		

COLLECTIVE AGREEMENT

Between

SAINT JOHN SHIPBUILDING LIMITED

and

LOCAL NO. 2282 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO-CFL

FROM JANUARY 1, 1993 TO DECEMBER 31, 1995

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COLLECTIVE AGREEMENT

Between

SAINT JOHN SHIPBUILDING LIMITED

and

LOCAL NO. **2282** OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO-CFL

FROM JANUARY 1, **1993** TO DECEMBER 31, **1995**

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Article 1 - Definitions

1.01. In the present Collective Agreement, the following words shall have the following meaning unless otherwise specifically mentioned.

(A) "Agreement". The present Collective Agreement.

(B) "Employee". A person to whom the Collective Agreement applies according to the **terms** of Article 3.

(C) "Journeyman" an employee who holds a Canadian Inter-Provincial (electrical) certificate of qualification, or a **N.B.** Dept. of Labour certificate of qualification, or another Canadian Province certificate of (electrical journeyman), or any employee who presently holds seniority as a journeyman electrician. However, it is **recognized** that if the company should require **additional** electricians and finds itself unable to recruit persons **within** Canada holding **the** aforementioned qualifications and meeting other company entrance requirements, then the company may hire other persons holding equivalent qualifications. Said person must write for **N.B.** Certificate of Qualification Electrical and pass within nine months of date of **hire**, or he/she will be terminated.

(D) "Apprentice". An employee indentured in his trade as specified by **the** New Brunswick Training and Certification Act assented to **March 28th, 1969** or any amendment made thereto.

(E) Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine **gender**.

Article 2 - GENERAL PURPOSE

2.01 The general purpose of this Agreement is to set forth the terms which the Company and Union have agreed to abide by in respect to hours, wages, seniority, classifications, jurisdiction **and/or** trades and working conditions of employees and to **provide for the satisfactory settlement of any dispute which may arise between the parties, primarily in the interpretation and**

application of this Collective Agreement. It is also **recognized** as a duty of the parties hereto and all employees to cooperate fully and individually and collectively for the advancement of the conditions set forth herein, and to **stabilize** conditions of employment and rates of pay.

Article 3 - UNION RECOGNITION

3.01 (A) The Company **recognizes** the following Union **as** the sole and exclusive bargaining agent of the employees for all work **coming** within their jurisdictions as per certification issued in their favour by the Labour Relations Board of the Province of New Brunswick and all classifications included or added to Appendix "A" of this agreement, by mutual consent.

(B) No **agreement** or special arrangement, oral or written outside of the terms of this agreement shall be made by the Company, or any representatives of the Company with any individual employee or group of employees, covered by this agreement. Any such agreement or special arrangement shall be considered a violation of this agreement, **unless** properly negotiated between **the** Company and the Union's Negotiating committee.

3.02 (A) Union Representatives will not be discriminated against for **carrying** out their duties according to the terms of this agreement and before a Union representative can be suspended or **discharged**, the matter will be discussed with the **president of the Union and the Manager/Labour Relations and the Grievance Committee** in their absence at least two shop stewards.

(B) For the purpose of this Article the Union shall submit the list of names of Union representatives after their election or appointment for the purpose of **Union** recognition.

(C) Jurisdiction - Local No. **2282**

The making, erecting, assembling, installing, maintaining, repairing or dismantling of all or any parts thereof of all

Electrical apparatus and equipment for all work carried out in the shipyard and all work carried out by the Company outside the shipyard.

(D) Union representation will be granted work site recognition for **members** of Local **2282** at any locations ship, shop, work sites in or out of the yard in accordance with **CPF security requirements** and provided the area is not a restricted area for **security** reasons.

(E) when a jurisdictional dispute arises because of work being done which Local **2282** believes is within their jurisdiction by another union, then that particular job will cease immediately. Local **2282** will investigate the alleged dispute and discuss it with the other union involved.

Failing a satisfactory settlement of the dispute the job in question **will** remain stopped until management (Director's level) has met the unions involved and listened to the facts presented and then has issued a directive in **writing** no later than five **(5)** days.

Should the union be dissatisfied with such directive, it may refer the matter to the Industrial Relations Board.

3.03 No staff employee shall be allowed to replace or work as an hourly rated employee or use the tools of the trade. No staff employee will be used for on the job instruction unless **sufficient fully qualified** employees are not available. Should it be found that there **is an insufficient** number of qualified hourly employees to **perform** the function of on the job instructor, then bargaining unit employees will be **trained to perform** the function of **instructor** as **instructors** are required. (Ref. To **26.02**).

"Instructor" **is** not to be confused with **directing** and supervising the work which is the normal function of management.

Article 4 - UNION SECURITY AND CHECK-OFF

4.01 (A) **Each** employee as a condition of employment must be and **remain** a member in good standing of the Union during the **term** of this Agreement. For the purpose of this article travellers are considered members in good standing.

(B) A new employee must, as a condition of employment, become a member of the Union within eighty **(80)** days and remain a member in good standing for the duration of his employment. Initiation fee to be deducted from pay only upon official **notification from** the Union.

(C) 1. Employees who are not members of Local **2282** will be laid off before any member of Local **2282** regardless of seniority (excluding those employees who are in the classification of Connector Assemblers). (Ref. Article 7). Employees presently **classified** as Temporary **Lightmen** to avoid lay-off in accordance with this article will be transferred to do utility work and will receive utility wages while performing **these duties**.

(a) Perform hot work which falls within the normal duties of an Electrician.

(b) Pull & tag cable.

(c) Clip & unclip cable.

(d) Pack & unpack transits.

2. **Travelers will gain only** yard seniority and **be** placed on a separate seniority list.

3. Employees on travel cards will not be requested to work overtime unless all members of Local **2282** have been asked first.

4.02 The company shall deduct once a week from the pay of each employee the regular weekly dues, or any other deductions as **determined by a resolution of the union, and considered** acceptable by the company. A certified copy of which shall be sent to the company. The company shall remit such dues to the **properly** designated **officer** of the union by the fifteenth (15th) day of the **month** following the month in which such dues have been deducted, with a list showing the names and yard numbers of the employees from whom the deductions have been made. **All such** dues deductions shall be recorded on each employee's T-4 slip.

4.03 The Company, after exhausting **all** its seniority lists, shall call the appropriate Union to ascertain if they have any **tradesperson** available, prior to calling the Manpower Centre for the supply of **tradesmen**.

4.04 The Company will **inform** the Union in advance of **the** hiring of a new employee or of the recall of an employee. No employee will start work after being recalled or hired until after **going** through **proper** indoctrination of the Union (including the Safety **Steward**) and Company.

The **Secretary-Treasurer** and the President or their designates, not to exceed two (2), if actively employed, shall be allowed the necessary time **with** pay to initiate new members when hired or **re-initiate** upon recall, employees who have lost their good-standing status.

Article 5 - MANAGEMENT RIGHTS

5.01 ~~Subject to the terms of this agreement,~~ **the Company has the right to direct** its working force as per classification, to hire, suspend or discharge for proper cause, promote, demote or transfer any employee and to increase or decrease the work forces of the Company. Should any employee believe that **management** has violated the terms of this Agreement in exercising such Management Rights, the question shall be dealt

with in accordance with grievance procedure as outlined in **Article 26**. Nothing **in** this clause limits the functions of Management except as such functions are limited by this agreement.

Article 6 - NO LOCKOUTS, NO STRIKES

6.01 The Company agrees that there shall be no lockout of employees during the life of this agreement, in accordance with **the** Industrial Relations Act.

The following definition appears in the Industrial Relations Act:

“Lockout” includes the closing of a place of employment, a **suspension** of work, a substantial alteration in the **normal** pattern of operation in the place of employment, or a refusal by an employer to continue to employ a number of his employees, done with a view to compel or induce his employees or to aid another employer **to** compel or induce his employees to **refrain** from exercising any rights or privileges under this Act or to agree to provisions or changes **in** provisions respecting terms or conditions of employment or the rights, privileges or duties of an employer, the employers’ **organization**, the trade union, the council of trade unions or the employees.

6.02 The Union agrees that, during the life of this **agreement**, there shall be no strike in accordance with the **Industrial** Relations Act.

The following **definition** appears in the Industrial Relations Act:

“**Strike**” includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding or a slowdown or other concerted activity on the part of employees designed to restrict or limit output, but no act or thing required by the provisions of a collective agreement for the safety or health of employees shall be deemed to be actively intended to restrict or

limit output: "To **Strike**" has a corresponding meaning.

Article 7 - SENIORITY

7.01 A. Employees accumulate two types of seniority, yard **seniority** and departmental seniority.

B. Yard seniority means the length of **continuous** employment with the Company.

C. Departmental seniority means the **length** of **continuous** employment within a department.

D. An employee **with** eighty (**80**) days worked in any fifteen (**15**) month period will be considered as having acquired seniority and the effective date of the commencement of his continuous employment shall be deemed to be the date four (**4**) months prior to the eightieth (**80th**) day worked but in no case shall it be earlier than the employee's **first** day worked for the company. Overtime work will not be credited towards completion of the probation period. Anybody who misses time during the probationary period **will** maintain their position on the seniority list however, the probation time will be extended to make up for those days missed. (Retroactive to January **1, 1988**). Those employees eligible for company paid holidays **will** have those days credited towards completion of their probation period.

E. Transfer

Employees will have the option of accepting or rejecting transfer to another department due to lay-off or work load, however, the Union agrees to discuss with Management any problems that may **arise** from this clause with a view of **finding** a solution. There will be no new employees hired in any department **from** which there are employees transferred. Employees who accept **transfer** will continue to **accumulate** seniority in their own **department**, up to a period of one (**1**) year from date of transfer. **If** he transfers at hi own **request**,

he shall lose his seniority in the **department** from which he is transferred.

7.02 Employees who have not acquired seniority shall be on strict probation. Employees who feel they have been unjustly dealt with do have the right to grieve.

7.03 An employee shall lose his seniority rights and his employment with the Company will be terminated if he:

(A) Voluntarily quits the Company;

(B) Is discharged and the discharge is not reversed through the grievance procedure;

(C) Fails to report to work within five (5) working days after being notified by the Company that he is recalled from lay-off;

The Company recalls employees by telephone call to the last number left by the employee with the Personnel Office;

If the Company cannot reach an employee personally, and if he &es not report to work at the time **requested**, a registered or certified recall letter is sent to him to the last address left by the employee with the Personnel Office, with a copy to the Union.

An employee is notified of recall at the time he is personally cootacted or at the time the certified or registered letter is received or returned by the Post Office as being undeliverable, in which event the Grievance Committee will be notified immediately. However, an employee will not lose his seniority rights if he **fails to return to work**:

- Because of sickness or injury provided he has informed the Company of such situation during the recall period and can substantiate this reason with a doctor's certificate. Such employee must exercise his seniority and return to employment upon becoming capable of doing so, failing which he will lose

his seniority.

- An employee will not lose his seniority if he refuses a recall, provided another employee with seniority in the same **classification** is available for work, however, he will be placed **on** the next recall.

(D) Employees **w**ith established seniority as of the signing date of this **agreement** Will retain their seniority rights for the duration of the agreement and up to the date of **signature** of the next agreement. Employees who establish **seniority** later than the signature date of this agreement and who are subsequently laid off for more than eighteen **(18)** calendar consecutive months will lose their seniority.

(E) Fails to return to work upon termination of an **authorized** leave of absence, except for reasons beyond his **control**.

7.04 (A) **Seniority** and qualification shall be the rule of employment on a **departmental** basis. Seniority rights shall have reference to any employees rights to maximum job security based **primarily** on **his** length of service and secondly his ability to **perform** the **normal** requirements of the work on hand.

1. As seniority or premium rated jobs become available they **will** be offered to employees **in** the department on a seniority basis, provided the job is intended to last for at least fifteen **(15)** working days.

2. As seniority or premium rated jobs become available which are **intended** to last for less than **fifteen (15)** working days, they will be offered by seniority in that foreman's **crew**.

3. Where a seniority or premium rated job intended to last for less than **fifteen (15)** working days, **actually** extends to fifteen **(15)** or more working days, on the **(15th)** day the job will be **re-**offered in the department **on** a seniority basis.

4. Where an employee holding a job by seniority is temporarily absent **fifteen (15)** working **days** or less he will be replaced by someone in the area on the same shift. If out sick for more than fifteen **(15)** working days, or on planned vacation for **fifteen (15)** working days or more they will be temporarily replaced by seniority.

(B) Employees will be recalled after an indefinite lay off in accordance with their seniority and will not be by passed on the seniority list upon recall, or laid off out of turn.

(C) An employee who relinquishes a seniority or premium **rated job** within three **(3)** months will not be eligible for another seniority or premium rated job for a further three **(3)** months **from** the date the employee relinquishes the job. (Refer to **7.04** (a)).

(D) Seniority and premium rated jobs **are** not considered available unless the employee on the job relinquishes it or the Company shuts the job down for over three **(3)** months, or the Company shuts the job down for less than three **(3)** months and the employee- thus displaced takes another seniority or premium **rated** job.

(E) Employees who accept training and complete the training will not have the right to refuse the job that required the training at a later date when the employee is called upon to perform the job unless he is physically unable (doctor's **certificate**) **to perform the work in question. This provision will** not be applied if it results in an employee holding a seniority or premium rated job **being** required to give up that job. In the event that the required **numbers** of trained employees needed to perform the work in question are not obtained by going down **the** seniority list then the trained employees will be directed to do the work in reverse order of seniority. This provision is not intended to take away from rights of individual employees regarding voluntary overtime as **defined** in article **13.06(B)**. Having successfully completed any training does not give an

employee preference over seniority when applied to lay offs.

(F) As jobs occur which are offered on a seniority basis, training will be provided upon acceptance of the job. Employees who are trained for these positions on a fill **in** basis will not be considered until they have been reached through **seniority** rights.

7.05 (A) The shop steward concerned or in his absence another union officer shall be notified and given a-list in duplicate of employees to be laid off by **3:00 P.M.** Friday of preceding week prior to lay off taking place the following Friday, failing this no lay off will take place **until** the **proper** notification is **given**.

(B) Employees laid off will be allowed one **(1)** hour with pay at the end of their regular **shift** on the day of lay-off to obtain the **necessary clearances**.

(C) No person given notice for a Friday lay off will work **overtime after such lay off unless rehired**.

7.06 A list in duplicate will be sent to the Union **Office** in the yard of all employees hired, recalled, transferred, discharged or who have resigned within **twenty-four (24)** hours, excluding Saturdays, Sundays and holidays.

7.07 Apprentices are credited with seniority for all time worked as **an apprentice**.

7.08 Active employees with seniority who are **transferred** to staff, **shall** have their seniority frozen upon the date of their signing to accept their transfer. An employee who does not revert to **hourly rate within a twelve (12) month period, has no claim to seniority rights**.

The opportunity to transfer to staff may be exercised on one occasion only per individual as of June **28, 1988**. Those

persons on staff still holding seniority as of June 19, 1991 will be covered under Memo #5 (1).

- 7.09 Any errors in the seniority list will be dealt with between the **personnel department and the president of the union or his** appointee.
- 7.10 Employees laid off while on compensation or sick benefits will be notified that they are laid off by the Company in the form of a registered letter.
- 7.11 Visa workers who are employed by **the** Company as per **classification to remain in the same classification for the** duration of their stay and not to be transferred from one classification to another at any time. Union to be notified one **(1)** month prior to all Visa workers coming into the yard.
- 7.12 In **the** event of any lay offs, Visa Workers employed by the Company shall be laid off before Journeymen and Apprentices in the **departments** which are involved in the lay offs.
- 7.13 Employees from one department shall not be assigned to do work normally performed by employees in another department while employees in the other **department** are on lay off unless the assigned employee is replacing an employee who is absent for one **(1)** day only on a day to day basis. When the personnel department is notified of **planned** absenteeism which is intended to be for more than one **(1)** day then the **personnel** department will recall a laid off employee **if** there is any available in the same classification, to replace the absent employee.

Article 8 - TECHNOLOGICAL CHANGE

8.01 "Technological Change" or "Automation" shall mean:

- (A) **the** introduction by **the** Company into its work-place, undertaking or business, of equipment or material or machinery of a **different** nature or kind than that previously used in the

operation of the work-place, undertaking or business and

(B) a change in the manner in which the Company **carries** on the work, undertaking or business that is related to the introduction of that equipment or material or machinery.

8.02 If the Company decides to introduce technological change that is **likely** to substantially affect one or more employees and the working conditions or manning levels associated with a particular area or work, then:

(A) the Company shall give the Union notice of the technological change at least ninety **(90)** days prior to the date on which **the** change is to be affected;

(B) the notice shall be in writing and shall state:

(1) the nature of the technological change;

(2) the date upon which the Company proposes to effect the change;

(3) **the** approximate number and classification of employees likely to be affected by the change;

(4) the effect the change is likely to have on the manning levels or working conditions of the employees affected.

8.03 The Company and the Union Negotiating Committee shall meet within two **(2)** weeks of the notice being given and shall begin to negotiate an agreement upon the changes necessary to the job **classifications**, wage rates, working conditions, training programme or manning **levels** relating to the work in question. Such training will be offered on the basis of seniority.

8.04 Failing an agreement between the parties within six **(6)** weeks of the commencement of negotiations, the Union Negotiating Committee may file a grievance directly at Step Two of the

grievance procedure. Failing a satisfactory settlement of the grievance the Union may submit the **matter** to arbitration in accordance with the provisions of Article **27.00** of this Collective Agreement. The Arbitration Board shall have the authority to make whatever award it deems appropriate. regarding the necessary changes, if any, to the job classifications, wage rates, working conditions, training programme or manning levels of the work in question.

- 8.05 Failure** to reach a negotiated agreement or obtain an arbitration award within the ninety **(90)** day notice period shall not preclude the Company from going ahead with the introduction of the technological change at the expiration of the ninety **(90)** day period but the terms of any **arbitration** award ultimately rendered shall be made retroactive to the date of the implementation of the technological change or automation.

Article 9 - WAGES

- 9.01** Employees are entitled, according to their classification, to the rates of wages set forth in Appendices, which is an integral part of this Agreement.

- 9.02 Pay Day**
Wages for all shifts **will** be paid once a week by means of **direct** deposit to the **financial institution** of the employees **choice** Wages **will** be deposited and available by commencement of the banking day on **thursday** for the **preceding work week ending on the preceding sunday inclusive**. Pay voucher will be given to the employees on Wednesdays.

Any systems or management errors resulting in a short pay for the employee will be corrected and paid by means of cash by noon Friday the same week.

It is the responsibility of the employee to report any perceived **error** in his pay to his supervisor by end of shift on Wednesday.

To facilitate **direct** deposit an **automated banking** machine will be installed **in** both the North and South **Security** Gates at the shipyard.

- 9.03** An employee resigning, discharged or laid off shall receive all his wages and record of employment within twenty-four **(24)** hours, and remove personal property if requested, provided **necessary** clearances have been obtained with the exception of special circumstances which will receive consideration. (Saturdays, Sundays and paid holidays not included). If an **employee** is not paid within such **delay** and has to return to the Yard to get hi pay he will receive two **(2)** hour's pay. If he does not wish to return to the yard to get his pay it will be sent in cheque form by registered mail. This to apply to each occasion.
- 9.04** (A) An employee who is scheduled to work and who reports to his foreman or, if this is not possible, receives a **reporting-**acknowledgement voucher from main gate security, is entitled to **four (4)** hours pay at his applicable rate, unless work is unavailable because of inclement weather, fire, interruption of water supply, power failure or other similar causes as stated above beyond thecontrol of the Company and he has been so notified before leaving the yard or his home before the start of his next regular **shift** or overtime period, or such notice has been broadcast over two **(2)** of the local radio stations at least two **(2)** hours **prior** to the start of his next regular shift or overtime period.

In the situation contemplated in this Article **9.04**, the terms of Article **7.05** do not apply.

NOTE: In the event of work being unavailable due to unforeseen circumstances, employees will be. sent to the lunchroom until a decision is made and must be notified no later than one **(1)** hour after stoppage as to whether they will be **required** for work or be sent home.

(B) An employee on lay off who is called to work and reports to **personnel** and is sent back home due to lack of work or cancellation of recall is entitled to four (4) hours pay.

Article 10 - CHARGEHANDS

- 10.01 An employee who is in charge of employees in his department and other employees directly involved in his job shall be paid basic journeymen's rate plus a one dollar (\$1.00) per hour premium.
- 10.02 An employee who replaces a chargehand shall be entitled to the chargeband premium for a minimum of eight (8) hours.
- 10.03 No chargehand will revert back to or be reverted back by the Company to Journeyman status for the purpose of trial trips, or such like jobs or overtime.
- 10.04 A chargehand shall have the right to revert to his former status provided he gives his foreman one (1) week's notice. A chargehand will be given one (1) week's notice before being **reverted** to his former status provided he has been a chargehand one (1) month.
- 10.05 No chargehand shall be allowed to replace or work as a regular hourly rated employee or use tools of **the** trade.
- 10.06 If six (6) persons or more are assigned to work on overtime then a chargehand who is normally in charge of **that** job will be given the opportunity to work that overtime in accordance to **article 13.06(C) (1)**.
- 10.07 Chargehands will only be **utilized** on the said ship, shop or shift for which **the** chargehand has been requested. If a chargehand is required on another ship, shop or shift the company will request one by seniority.

Article 11 - DIRTY WORK

- 11.01 When it is necessary for employees to work in such areas as tanks, bilges, crank cases, sewage facilities and other dirty or oily places of work, if feasible such places will be cleaned before the work starts.
- 11.02 All employee with one year or more service will be issued a **\$310.00 (2 x \$155)** voucher once per year redeemable at Ben's Clothing or Chandler Sales for the purpose of purchasing **CSA** work boots, gloves and coveralls.

To qualify for this voucher, employees must have worked **1500** hours prior to the **period** ending two weeks before the **1st** week of September, December, March or June. Employees will commence to **re-qualify** for the next voucher after completing **1500** hours work.

Employees working on cable crews will be supplied with gloves as necessary.

Article 12 - HOURS OF WORK

- 12.01 The regular hours of work for employees are the following:
- (A) Day **Shift** (Shift **No.1**) 8 hours work per day.
 - **8:00** A.M. TO **12:00** NOON
 - **12:30** P.M. TO **4:30** P.M.
 - (B) Evening Shift (Shift **No.2**) 8 hours work per day.
 - **4:30** P.M. TO **8:30** P.M.
 - **9:00** P.M. TO **1:00** A.M.
 - (C) Night Shift (**Shift No.3**)
 - **1:00** AM. TO **4:00** A.M.
 - **4:30** A.M. TO **8:00** A.M.
- 12.02 (A) Employees on the evening shift receive the hourly shift **differential** specified in Appendix "A".

(B) Employees on the night shift work six and a half **(6 1/2)** hours and receive eight **(8)** hours pay.

(C) These shift **differentials** in paragraphs (a) and **(b)** above, will apply when overtime rate is payable.

(D) A report will be printed at the end of each shift identifying hours worked, premiums, bonuses or any other supplements to the basic hourly rate and **will** be available to every employee concerned from their supervisor at the beginning of the shift immediately following the shift in which the hours worked, premiums, bonuses or supplements were earned.

12.03 Any employee who has been available for work for a full work week, but on account of transferring from one shift to another, has been unable to work his forty **(40)** hours, will be compensated for such time.

12.04 An employee requested to transfer from one shift to another shift during a work week shall be notified so that at least seventy-two **(72)** hours elapse between the end of the shift on which he is transferring, and the beginning of the shift to which he is transferred. This will not apply to persons notified on Friday for a shift change for the following Monday.

12.05 (A) No employee **transferred** from day shift to night shift is to be considered on night shift work unless three **(3) consecutive nights have been worked. If less than three (3) complete night shifts have been work, time and one half shag be paid for all time worked. Such employees on night shift who are unable to complete the three (3) consecutive nights required by Friday and works shift starting Monday the following week and completes three (3) nights, shall be considered as three (3) consecutive shifts. (This to apply to all shifts).**

(B) Manning of the evening shift and night shift will be

offered to employees on a seniority basis as vacancies become available.

(C) Failing adequate manning of the **2nd** and **3rd** shift as per **Article 12.05(B)**, the **following rules shall apply**:

The Company endorses the principle of rotation of shift work, shift **rotation** shall be on a two week basis. Such rotation to be applied without discrimination. An **employee** who has a minimum of ten **(10)** years departmental seniority, shall not be compelled to work on Shift No. 2 or 3 unless he so desires. Should it not be possible to properly man shifts 2 or 3 because **of the conditions outlined, the required number will be directed in reverse** seniority from employees with ten **(10)** years to nineteen **(19)** years departmental seniority. Only if it should not be possible to properly man the second or **third** shift using employees with less than twenty **(20)** years seniority, will employees with twenty **(20)** or more years seniority be assigned to the second or third shift.

(D) **Employees holding a seniority rated job forced on another shift** by rotation may return to his original position after the required duration (two weeks).

12.06 When the company finds it necessary to employ a special shift other than mentioned in this article, the hours of work for the special shift shall be negotiated between the company and the **union** before the special shift commences. (Refer to **3.01B**).

12.07 Employees will be allowed five **(5)** minutes immediately prior to the end of the regular working shift for the purpose of putting tools away. Employees working in remote locations (**Burma** and Oil Wharves) will be granted ten **(10)** additional ~~minutes for the purpose of putting tools away, if facilities are~~ not at such locations. Facilities are **defined** as follows: locker room, lunch room, washroom. If employees working at this location exceed SO, cafeteria service shall be provided, **including cafeteria** worker.

Article 13 - OVERTIME

- 13.01 (A) Any work **performed** outside of regular working hours as mentioned in 12.01 shah **constitute** overtime and **will** be paid **at time and one-half, for the first three (3) hours Monday to Friday** and double time thereafter and on Saturday and Sunday.
- (B) In any event where work is performed outside of regular working hours, no less **than one-half (1/2) hours** pay at the applicable overtime rate, **will** be paid for each **one-half (1/2) hour** or part thereof, worked.
- 13.02 **Employees** requested to Work overtime and not given twenty four **(24) hours** notice shag receive one half hour **paid** break at the applicable **overtime** rate due to lack of **opportunity** to bring extra lunch. This will also apply every four hours thereafter assuming the employee is **required** to work overtime **in** excess of five **(5) hours**.
- 13.03 Employees called in to work before the commencement of their **normal shift, Monday through Friday, shall** be paid at the applicable overtime rate; if a meal period is not granted prior to the commencement of their shift (refer to Article 12) **they** shall be paid at the applicable overtime rate until a **meal period** is given. The **meal period** if called in at least three **(3) hours** prior to the commencement of their shift to be one **(1) hour**. The meal period if called in less than **three (3) hours** prior to commencement of their shift to be one-half **(1/2) hour**. These meal periods to be paid at straight time rate.
- 13.04 A half-hour **(1/2) meal** break will be **granted after** each four **(4) hours** of overtime worked.
- 13.05 **Employees** assigned to one of the shifts mentioned here& who have worked the regular shift hours and who are required to work thereafter and their work continues to and beyond three **(3) hours** of overtime and on completion of such work, shah be compelled to take an eight **(8) hour** rest period before being

called or returning to work. If the hours of rest overlap in whole or in part with the hours of his next regular **shift**, such overlapping hours will be paid at **straight** time rate provided the employee reports to work immediately after the rest period.

13.06 (A) It is **recognized** that overtime work, while voluntary, is necessary in the industry.

(B) All overtime shall be considered **voluntary** and an individual's refusal to work overtime shall not be considered a violation of this **agreement**.

(C) 1. Commencing **the** signing date of this collective agreement no Local **2282** member (**excluding** those **classified** as connector assemblers) shall **work** more overtime **after** reaching **that** valued **at** **300** hours of pay and not to exceed **325** hours. This limitation does not apply to Local **2282** members assigned to trials **crew** or sea **trials** When involved in testing and **trialing** equipment.

2. Persons who hold seniority rated or premium rated jobs **will** not lose their job once reaching this overtime. However, for overtime distribution other persons will fill **in**.

3. Exceptions to these **rules** will be to avoid Apprentices doing jobs on overtime which could be considered dangerous and incidental overtime of one **(1)** hour or less.

4. Persons who agree to work overtime and do not work assigned overtime hours will be considered hours worked and counted against them.

5. If it is **found necessary** to work after regular working **hours**. Monday - Friday, and a sufficient number of employees can not be found to work, then those employees who **have** worked in excess of **300** hours may work. These hours will be divided equally amongst

employees on their shifts, and go toward their next accumulation of 300 hours.

6. ~~Section 6.06~~ ~~of the~~ employees who work overtime will be as follows.

- (a) Man on job concerned not to exceed limits set in this article.
- (b) A list will be posted in the Electrical Shop from Monday to Thursday for those employees wishing to work the upcoming weekend. Those employees who **have not reached their overtime limit who wish to work the weekend will sign this list.** If employees on **the job refuse to or have reached their limit then the list will be used to fill these jobs. These jobs will be given to those employees who have signed the list with the least amount of overtime worked.**
- (c) Persons who have not signed this list will be **considered not available for overtime.**
- (d) If the number of qualified employees willing to work overtime does not allow the company to meet the **requirements** of the operations it shall request the Union to assist in **fulfilling** such requirements.
- (e) On Saturdays, Sundays, and paid holidays, no employee **will go from** one shift to another for the purpose of working **overtime, unless every employee on the shift he is going to has been asked, unless to accommodate 13.06 (c).** However, if it is necessary to work up to a maximum of two **(2)** additional hours **into the subsequent shift there will be no requirement to call in employees from that shift. If the two (2) hour grace has been exceeded then an equal amount of employees from the subsequent shift mentioned above will be paid all time exceeding the two (2)**

hours.

- (f) Probationary employees will not be requested to work overtime unless all members of Local #2282 have been asked **first** (within their classifications).
- (g) The Company **recognizes** that whenever employees are laid off, it is preferable, when possible, to implement the working of shifts instead of having employees work continuing overtime. **In** such event the Company will inform the Union of the scheduling of the work in order to avoid overtime as much as possible.

13.07 (A) Employees requested to work overtime on the following day ~~and the company cancels this overtime during the~~ following day, such employees shall be paid one (1) hour's pay at his regular rate for bringing in extra lunch.

(B) If while working on a regular shift it is found necessary to **work** through the regular lunch period, applicable overtime rate shall be paid for all time worked until a lunch period has been granted. Any displaced lunch period actually granted will **be** paid at straight **time rate**. in the event overtime work runs into the last **two** hours of the shift the applicable overtime rate will apply to the end of the shift.

13.08 (A) Employees called in to work overtime on a Saturday, Sunday or a paid holiday, who have not been notified before the end of the previous shift, or who are called in to replace an employee who did not report for the overtime will be paid as follows :

(i) Called in during the **first** half of the shift will be paid from the commencement of **the** shift

(ii) Called in during the second half of the shift will be paid **from** the commencement of the second half of the shift.

1. 1993/94 Thursday, December 23, 1993 to Monday, January 3, 1994.
2. 1994/95 Friday, December 23, 1994 to Tuesday, January 3/95.
3. 1995/96 Friday, December 22, 1995 to -Tuesday, January 2, 1996.

(C) An employee who is **recalled** and is subsequently laid off, **prior** to the three (3) additional holidays referred to in 14.01 (b) will be entitled to eight (8) hours pay to be paid at **Christmas** for each five hundred (500) hours worked, out sick or on compensation throughout the year. For the purpose of **this** article, the year will be considered from 1 January to 31 December.

14.02 A. An employee with seniority is entitled to eight (8) hours pay at his regular rate of wage for each paid holiday referred to in Article 14.01A. An employee, other than an employee to whom Article 14.01 C applies, is entitled to eight (8) hours pay at his regular rate of wage for each of the three (3) paid holidays referred in Article 14.01 B.

B. An employee who has not established seniority is entitled to eight (8) hours of pay at his regular rate of wage for each paid holiday provided he has been employed by the Company for thirty (30) days before a holiday.

C. For the **purposes** of Article 14.02, the phrase "his regular rate of wage" shall include any premium or change in rate paid on the employee's last day of work **immediately** preceding the holiday in question.

14.03 The remuneration for paid holidays shall be payable regardless of the days on which any such holidays fall. Should any of the paid **holidays** agreed to in this agreement **fall** on a Saturday or Sunday, the day set aside by the Company **shall** be observed, either the Friday preceding or the Monday following. Union **will** be informed at least five (5) days prior to the

holiday.

- 14.04 Employees with seniority laid off or absent due to sickness or to non-occupational injury within six **(6)** calendar weeks before any paid holidays as mentioned in Article 14.01 A and returns to work within six **(6)** calendar weeks after such holidays, with a doctor's certificate verifying the illness or injury shall receive the holiday pay.
- 14.05 ~~Employees who work on a paid holiday will be paid~~ at double time during their normal shift hours and **triple** time thereafter, in addition to the statutory holiday pay mentioned in Article 14.02.

Article 15 - BEREAVEMENT PAY

- 15.01 (A) In the event of the death of an employee in the bargaining unit, two **(2)** employees of the Union may attend the funeral of the deceased member and if the funeral is held on a regular working day eight **(8)** hours at straight time shall be allowed to each employee. **Alternatively**, four **(4)** members may attend the funeral and shall be paid four **(4)** hours each at their regular rate.
- (B)** In the event of the death of a retired employee, one member of his former Union may attend the funeral and shall be **paid** eight **(8)** hours at his regular rate. Alternatively, two **(2)** members may attend the funeral and shall be paid four **(4)** hours each at their regular rate.
- 15.02 (A) In the event of the death of the wife, husband, child, mother, father, brother, sister, step parents, mother-in-law, father-in-law or grandchild an employee shall be **granted** leave of absence of four **(4)** consecutive working days.
- (B)** In the event of the death of a grandparent of an employee, leave of absence of two **(2)** consecutive working days will be **granted**.

(C) The period of absence must include or be immediately consecutive to the day of the funeral.

- 15.03 Employees claiming leave of absence under this article must furnish proof of death of the relative. Bereavement pay (refer **15.02**) will not be granted if the claimant is on leave of absence, compensation, group insurance or lay-off at the time of the death of the relative.
- 15.04 An employee shall receive his or her regular rate for eight (8) hours for each day of absence granted, according to the terms of the present article.

Article 16 - VACATION WITH PAY

- 16.01 (A) The shipyard will shutdown for a period of one (1) week commencing the last Monday in July of each year for the purpose of employees taking their annual vacations.

(B) In the event the company finds it necessary to work during the planned shutdown, a list will be posted in the yard five (5) days prior to the shutdown. Local **2282** members must sign the list to be considered available to work the shutdown. If working in Maintenance then those employees who have signed the list from the Maintenance Group shall be selected **first**, any additional persons required will be selected **from** the list of those persons with three years and less **seniority**.

(C) Employees who have worked the shut down in accordance with **16.01(B)** will be compelled to take a minimum of one (1) week continuous vacation at a later date.

- 16.02 Effective July 1, every employee who on June **30th** of any year has accumulated **service** credits with the company will be granted vacation pay according to the following table:

Service Credits	Percentage of Earnings	Vac.	Opt.
0 to 1 year	4%	2 weeks	
1 to 3 year	7%	2 weeks	
3 to 6 year	8%	2 weeks	1 week
6 to 9 year	9%	2 weeks	1 week
9 to 12 years	10%	2 weeks	2 weeks
12 to 15 years	11%	2 weeks	2 weeks
15 to 25 years	13%	2 weeks	3 weeks
25 years +	14%	2 weeks	3 weeks

16.03 For the purpose of the **present** contract, vacation pay is excluded from "total **earnings**".

16.04 If an employee leaves the service of the company he shall receive **4,7,8,9,10,11,13** or **14** percent as the case may be, of **his total accrued earnings** of the **current** vacation year to the date of leaving the service of the company, taking into account adjustments because of any withdrawals.

16.05 (A) Employees with more than one **(1)** weeks annual **vacation** shall be able to take the balance of their vacation in increments of **at least** one day at an **earlier** or later date by notifying the company of such intent at least five **(5)** days prior to commencement.

(B) Due to unforeseen circumstances an employee with more than one **(1)** weeks annual vacation shall be eligible to take up to five **(5)** days separately, by notifying the company prior to the commencement of the shift being **taken** off.

16.06 Vacation **pay** will be paid on **8 weekly** basis and deposited directly into the **financial** institution of the employee's choice.

16.07 Vacation pay percentage will be granted to employees with one (1) year or more seniority who have been drawing Workers Compensation Benefits for each week in excess of eight (8) weeks, for a period of eighteen (18) months. Vacation pay percentage will be based on forty (40) hours per week at his current wage rate.

Article 17 - TRIAL TRIPS

17.01 (A) Any employee who shall be on **trial** trips shall be paid at least straight time from wharf to **wharf**.

(B) Any employee called to work on trial nips for more hours **than** those of a standard working day shall be paid **at the** overtime rate applicable to any extra hour which he **shall** have worked.

(C) Any employee who works on **trial trips** on a Saturday, Sunday or any holiday mentioned in 14.01, shall be paid at the **overtime rate applicable to any hour which he shall have** worked on that calendar day (**12:01 a.m. - 12:00 a.m.**).

17.02 Accommodations on board ship, on trials trips, shall be appropriate and arranged by the Ship Manager or Outfitting Superintendent **prior** to trial nips.

17.03 A **list** of employees on **trial** trips, *together* with allocated **accommodations shall be given to the Union one (1) month** prior to leaving on trial trips.

17.04 The Company **shall** designate a regular timekeeper to record time worked. The Union **will** be informed of **the** name of **the timekeeper before trials begin. The timekeeper checks the** hours with the Foreman and initials **all** cards.

17.05 For the purpose of this article, the standard working day shall be any eight (8) hours in the period from **12:01 A.M.** to 12 midnight.

17.06 (A) Employees shall be rotated on vessels in order to ensure a fair opportunity for each employee to work on 8 **trial** trip, provided the employee is **aware** of **and** agreeable to perform his duties in a manner expected of trial trips.

(B) Employees shall be rotated on the basis that no journeyman will work on more than two (2) vessels. The starting date for this rotation shall be **established** as January 1, 1980. Seniority will have preference when selection is made. Those persons who have had two (2) trips and sign the list will be placed **at** the bottom of the list of those who have not had two (2) trips. Notwithstanding the above rules, under no circumstances will the Company be required to rotate more than 70% of the trials crew from one vessel to the next succeeding vessel.

When selecting Sea Trials crew it becomes evident that as a result of the 70% rotation provision of this article, a person is **required** to go on a third **trial** trip then the Company and the Union Executive will meet to resolve **the** problem.

(C) Procedure for selecting trials crew:

1. A notice asking those journeymen interested in working **trial** trips, to sign their name, **will** be posted in the department for 8 period of twenty (20) days prior to selecting trials crew. Selection will be made no **later** than 60 working **days** prior to sea **trials**.
2. Union and company shall meet and discuss and agree on those who **will** work trials crew.
3. A record shall be kept of those who **have** gone on each trial trip.
4. Once an employee is selected for a sea trial, he must relinquish any seniority of premium rated job and transfer to said ship, or relinquish rights to sea trials on said ship.

18.01 Travelling time to and from jobs outside the **boundaries** of the City of Saint John using the most direct route shall be paid for at the rate of which the employees would be paid on the job.

18.02 inclement Weather: Employees working on jobs outside of the Saint John **area** shall be paid at their current rate of wages, for **100%** of all time lost due to inclement weather or other causes beyond the control of such employees, In this respect, such an employee who is unable to live at home but makes it a practice to spend Saturdays, Sundays and legal holidays at home, who is asked to work Saturdays, Sundays and legal holidays and loses time due to the inclement weather or other causes over which he has no control, shall be paid on a straight time basis at **100%** of all time so lost.

18.03 (A) Transportation Expenses: The cost of transportation **incurred** by an employee in going to and from jobs outside the City of Saint John, together **with** reasonable expenses incurred, shall be paid by the Company. Expense claims must be backed up by receipts,

(B) If the Company requests an employee to travel with his own car to an outside job, the following allowances for use of employee's car in lieu of other **transportation**, shall be paid.

Forty cents (**40c**) per mile for employee's car. Five cents (5c) per mile for each additional employee travelling in the same car - to be paid to owner of vehicle.

(C) Employees travelling as noted above at Company's request will carry all reasonable tools of their trade along with tools of **other** employees travelling with them as passengers. The Company notifies the Union of employees going on outside work.

18.04 Employees working on jobs outside the boundaries of the City of Saint John, whose homes are not in the district or who are unable to return home at night, shall be allowed the cost of

adequate room and board while so employed.

- 18.05** **Employees** working on jobs outside the yard shall not be required to return to the yard to punch out if the job completes within two **(2)** hours from the end of the regular shift, without loss of pay.
- 18.06** If an employee outside the yard comes under the jurisdiction of another local which requires a working permit, the Company shall pay the cost of such working permit.
- 18.07** While on outside work, a building is to be placed at the disposal of employees for lunchrooms, storerooms and washroom where necessary.
- 18.08** For the purpose of this Article, the **Canaport** Buoy will be considered as being outside the boundary of the City of Saint John.

Article 19 - TRADE FLEXIBILITY

- 19.01** Trade flexibility between the Craft Trades will be the general rule to the extent that Craft Tradesmen will, when necessary to progress their own work as **directed** by Company supervision, **perform** duties normally done by other Craft Trades.

Trade Flexibility includes the following **list which illustrates** how this rule will be applied, whether or not members of other Craft Trades are in the area:

1. Clip and **unclip** electrical cables, release and refasten electrical boxes, switches, light fittings and other electrical fittings. This does not include connecting or disconnecting electrical cables. (To a maximum of **1/2** hour on the job concerned.)
2. Release and **re-fasten** pipe fittings on bulkheads or **ceilings**,

remove and replace radiator covers, disconnect and reconnect small screwed pipefittings such as, supply to water coolers, shower mixing valves and wash basins.

3. Unbolt and replace electric motors when no **lining** up or shimming is involved.

4. Electricians will remove and replace bearings on welding machines and other equipment such as burned out motors.

5. Electricians will **pressurize** and test antennae of me type mostly found on naval vessels.

6. Electricians will connect and disconnect piping on water cooled **transmitters** and radio equipment.

7. Crates delivered to the Electrical, Pipe or Machine Shops or crates delivered elsewhere may also be opened by me craft union concerned to a maximum of **one-half (1/2)** hour.

8. Electricians will line up and place electronic equipment and electrical equipment.

9. Remove and replace access panels. Remove and replace bulkhead panels and ceiling panels to gain access to defects in **localized** areas (**To** be limited to **75** square feet).

10. **Rearrange existing temporary lighting** in the **immediate** area and replace burned out bulbs, but not to disconnect main leads.

11. Remove insulation from valves, flanges and bearings, inspection doors and covers of turbines, heat exchangers, etc.

12. **Re-Assemble**, alter or repair existing temporary shelters. (Not to exceed **1/2** hour.)

13. Use hole saws.

14. All employees on maintenance work will be flexible to the extent that they will perform whatever functions are necessary to progress their own work. In the **first** instance work assignment will be as per classification. When not employed at work in their own classification, they will assist tradesmen in other classifications.

15. **Where ground straps are fitted using the equipment** installation bolts then such grounding and bonding will be done by the **department** installing the equipment.

19.02 When the work load in any department is such that the department cannot handle the work within the schedule, the work may be done by another department temporarily after consultation and mutual agreement by the Unions concerned.

Article 20 - APPRENTICES

20.01 (A) The apprenticeship plan is set up in accordance with the Apprentices and Occupational Certification Act. The apprenticeship plan shall be governed by a joint advisory committee consisting of the training officer (who shall be chairman), two other company representatives, **three** union representatives and one representative from the Department of Advanced Education and Labour who shall have voice but no vote. Meetings to be held monthly if either party have matters to discuss.

(B) An apprentice will be rotated upon the **request** of the Advisory Committee.

20.02 An apprentice shall be allowed to work pertaining to his own trade according to his capabilities providing the work does not interfere with the rotation of on-the-job training including me maintenance department and in accordance with requirements of the Advisory Committee. Apprentices will not be directed to work outside the Yard unless a journeyman is working on the same job.

20.03 (A) Apprenticeship openings will be posted in **the** yard for at least one week and employees will be given **first opportunity** to qualify. The selection of apprentices will be in accordance with the recommendations of the advisory committee. When **apprenticeship openings occur the advisory committee may** also **review** cleared applications with regard to **qualifications** only in personnel from non-employees.

(B) Employees coming from **IBEW 2282** will have preference over **other** employees coming from all **other** areas when being placed on seniority list. Employees coming from Local **2282** to be put on seniority list according to their time spent in the Electrical **Department**. However, their Departmental seniority will commence from their first day they **have** become indentured in the apprenticeship program.

20.04 Apprentices will be evaluated every 6 months from **the** time **they** enter **the** course. if satisfactory progress and interest is not shown, they may be cancelled from the course.

20.05 (A) Apprentices will be required to attend classes as required by the Department of Advanced Education and Labour. The instructor or representative from the Department of Advanced Education and Labour will keep **the** advisory committee informed on the attendance and progress of the apprentices at **school**.

(B) Apprentices are expected to complete the required modules **within the** defined five (**5**) year program. During **this** collective agreement any apprentice who **&es** not **finish his** required modules will be granted an extension to his **fifth** year (or as soon as classes can be arranged) to complete the modules **in** order to **write his trade** qualification exam. This extension shall be based on one week for every two modules needed to complete. (No more than five **weeks**).

20.06 Apprentices will be treated the same as any other employee in the yard **in** regard to attendance at work. Attendance at

Modular Training is also essential and will be watched closely. Failure to attend classes regularly may result in an apprentice **being cancelled from the course.**

- 20.07 No apprentice **will** be permitted to transfer **from** one department to another **department** while taking his five **(5)** year nine thousand **(9,000)** hours worked apprenticeship course other than to avert a lay off or special circumstances which must be passed by the advisory committee.
- 20.08 Any problem an apprentice may have relating to the apprenticeship program must be submitted through the Advisory Committee.
- 20.09 Apprentices will be allowed to work overtime, subject to Article **13:06**. Any overtime worked by an apprentice will count as time served on his apprenticeship; only to be used towards reaching journeyman status upon completion of five **(5)** years in **the** program.
- 20.10 Apprentices will not out number Journeymen on jobs requiring **more** than three **(3)** men except for **wire** crew.
- 20.11 In **the** event of a failure in any division of the Modular Training, the Advisory Committee shall review the standing of the apprentice with regard to rewriting the examination.
- 20.12 Difference in regular week's pay and Canada Manpower allowance shall be paid by the Company for all apprentices attending Modular Training classes as a part of their apprenticeship programme, whether working or on lay off.
- 20.13 (A) The number of apprentices employed by the company shall not exceed the ratio of 1 to 3 journeymen. No additions or replacements to the apprentice's list shall be made when the ratio is exceeded. Both parties agree to meet and discuss any problems **which** may occur regarding this ratio.

(B) Should the number of apprentices within the program decrease due to **failure** to continue within the program, the company shall **fill** the vacancy unless there is a lay off in the electrical department.

20.14 **The seniority** of apprentices is determined according to Article 7.07.

20.15 An apprentice that fails his or her apprenticeship is not to be terminated until the joint advisory committee have received written **confirmation** from the Department of Advanced Education and Labour.

20.16 During a training program, if employee(s) lose time due to **school** closures for unforeseen circumstances the **employee(s)** shall be granted an extension for such lost time at the end of that **training** period, if the joint advisory committee deems it necessary and if it can be **arranged** through the Advanced Education and Training **Department**.

20.17 Upon an apprentice failing their six week block (modular) training government exam and one rewrite that apprentice will be granted a leave of absence (if he/she so desires) to attend another six week block (modular) **training** at **N.B.C.C.** before another rewrite. The company will not be responsible for any wages while an apprentice is on this leave of absence. Such an apprentice must attend **the** next available class after **his/her** **rewrite** which will be arranged **through** the advisory committee. Seniority rights will be maintained.

Article 21 - SAFETY

21.01 The Company **shall** make provisions for the safety, sanitation and **health** of its employees.

21.02 (A) The Joint Health & Safety Committee shall be comprised of the Manager/Safety and other representatives of the Company and Union representatives being named from the five

Unions, each Craft union naming one **(1)** and Local **#3** naming two **(2)**.

(B) Each member of the committee shall alternately act as chairman of the committee and serve in that capacity for **three (3)** months. The Manager-Safety is responsible to have minutes of the meeting kept and posted by five **(5)** p.m. the following working day.

(C) The Union and the Company will hold regular monthly Safety Committee meetings. Employees attending these meetings will be paid for same.

(D) The second shift to have one **(1)** safety steward.

21.03 The Manager-Safety is the official company representative in matters relating to health and safety and he shall be responsible:

- to ensure that decisions of the committee be carried out with the least possible delay.
- to regularly **inform** the committee of the implementation of its decisions.

21.04 All employees, as a condition of employment, shall wear safety hats on the job and other safety equipment when directed **by** the Manager-Safety, hi assistant, **the** foreman, the Union Safety Steward or as required by law.

21.05 (A) Employees will report directly to any super&or/manager etc. and request immediate action to **correct** any unsafe conditions, failing to take such immediate action as requested, **(within** a reasonable amount of time as the employee(s) may determine). The employee(s) **will** approach the **safety** steward who will report directly to the safety department any unsafe conditions, unsafe acts or any violation of the Occupational Health and Safety Act or any such act applicable to the shipbuilding industry. Failing to take immediate action as

requested the employees will be taken off the job and re-assigned to other work until corrective action has been taken.

(B) The union safety steward to be informed immediately, to accompany government **safety** inspector when **working** conditions or equipment is being inspected or when a safety inspector is called in either by the company or the union or when any inspector is on the premises dealing with any matter regarding health and safety.

(C) Copy of **all** correspondence regarding safety in the yard to be given to Safety Steward of the Union, such as Safety Inspector's **report**, decisions, findings, recommendations, etc.

(D) The Union Safety Steward will be allowed to attend to his duties under Article **21**, without loss of pay.

21.06 If it is proven an employee purposely damages or misplaces his safety hat he shall be responsible to reimburse the Company for its **true** cost.

21.07 Safety boots will be available through stores by payroll deduction. The Stores Department will carry two **(2)** styles of safety boots **in** the normal **size** range. The time and locations for pick up will be posted in the yard.

21.08 Any employee working with, on or near hazardous materials shall be provided with adequate protective equipment and **Material** Safety Data Sheets **(M.S.D.S.)**. Protective devices **shall** be provided and maintained by the company. Employees will not be expected to **re-use** contaminated disposable coveralls.

21.09 All operating machinery and equipment will be inspected and maintained by the Plant Engineer or his assistant as required by law, or after excessive use. The log of inspection will be available to the Safety Committee upon request. Faulty equipment is to be repaired immediately.

- 21.10 The corporate doctor shall have the authority to recommend to management **the** suspension of any employee whom the doctor has reason to suspect of infection with communicable or contagious disease, until such employee has obtained a doctor's certificate stating that his condition has been **corrected**. If, by this procedure, an injustice has been done to any employee, the said employee shall be reimbursed for all time lost.
- 21.11 Employees operating cranes must, at the discretion of the Superintendent, submit themselves to a physical examination and the results of such examination **shall** be final as to whether or not they **shall** be continued to be employed in their classification.
- 21.12 (A) **On each of the three (3) shifts mentioned in Article 12** during overtime which involves ten (10) or more employees a qualified First Aid Attendant or someone holding a Saint John Ambulance Certificate (senior) shall be in attendance **in** the First Aid Room
- (B) A First Aid Attendant or an employee holding a St. John Ambulance (senior) certificate shall be on duty and the First Aid Room be opened during meal hours.
- (C) The personnel department may permit an employee to **return** to work with no **restrictions** following an extended absence due to an injury or sickness. Such employee must produce a company physical capacity form that has been completed by the attending physician stating the employee's physical condition and capacity for work, determined by the **specific** sickness or injury. Such information must be produced upon **returning** to work. Otherwise the **employee** Will not be **permitted** to return until such time as the information has been submitted. Receipted costs incurred by the employee for having the company physical capacity form completed **will** be reimbursed by the company.

For the purpose of this article extended absence will be that which is qualified by compensation or weekly indemnity.

(D) It is **recognized** that crane service can be an important aid to maintaining safe working conditions where circumstances **warrant its utilization** as a safety aid and therefore crane service will be available when employees are working in those circumstances. Under those circumstances crane service **will** be provided by a qualified crane operator and slinger, if not available then the emergency response team will be on duty.

21.13 (A) The Company shall have in the plant a suitably equipped vehicle to be used only as an ambulance in **emergencies**. The Company will maintain a second vehicle to be used for minor injuries. Personnel available to drive the **Company** ambulance **will** be:

1. At least one person on each shift, designated by the Company to act as safety inspector. The Union **will** be **notified** of such:
2. Responsible personnel **(3)** from the Maintenance Shop.
3. In an extreme emergency any qualified **driver** in the vicinity.

(B) In the event of a minor **injury** the Company will provide **transportation to the hospital if the employee cannot** accommodate himself.

21.14 (A) No hourly rated employee shall be allowed to work in a dangerous place or to work after regular hours unless accompanied by another **hourly** rated employee, **This** is to **apply** to all **shifts**. Such an employee will be from the same Classification for safety purposes on account of the equipment **being** used or worked on (at least one employee to be a Journeyman).

- 21.19 Employees will initiate the necessary action to have an unsafe condition corrected either by correcting it themselves or reporting it to a supervisor or Manager-Safety.
- 21.20 Burning, welding or heating on inorganic zinc **paints** and **all** other paints, **coatings** or **materials**, the fumes of **which** may be injurious to health, will only be done with the provision of adequate ventilation **and/or** approved respiratory protection equipment.
- 21.21 Employees who have to work in hazardous spaces which cannot be properly **ventilated** will be supplied with adequate protective equipment as conditions may warrant. All space heating devices shall be vented to atmosphere.
- 21.22 All staging to be erected and dismantled and adjusted by qualified stagers. This will not prevent other men from moving planks provided such planks are no higher than ten **(10)** feet up. Other men may **also** move low trestles, portable or mobile stagings to a maximum of ten **(10)** feet high to suit the job.
- 21.23 Men working on engine bases shall have peaked covering supplied to protect them from falling objects.
- 21.24 Adequate **temporary** heating and shelter is to be installed on ships under construction, being refitted, or repaired for the betterment of working conditions during periods of cold weather (from October 1 to April **30**) and where necessary this to apply to maintenance jobs.
- 21.25 Chipping, caulking or gouging **will** not be performed in tanks **or other enclosed spaces while other employees are working in** these spaces.
- 21.26 The Company and Union **will** work towards the elimination of rope guard rails by the introduction of wire ropes or **2" x 4"** wood or chain.

21.27 Main accesses to shops and work sites will be cleared, salted or sanded as soon as possible after snow or ice **storms**. Accesses to and from areas in docks will be kept clean of silt and debris.

21.28 All fibreglass gratings or **marinite** panels shall be cut on open decks or with vacuum type saws or in specially designated areas. Note: If it is found that a vessel has asbestos on board and removal, repair or installation of asbestos is found to be necessary, then provincial legislation procedures will apply and be adhered to.

21.29 It is the responsibility of supervision to arrange that:

(A) Debris that may drop will be removed before moving units.

(B) All debris will be removed before units are erected.

21.30 The manager - safety will **fill** out a report on any accident/incident to an-employee, a copy of **which** will be given to the union.

21.31 It is the responsibility of the Operator to ensure that **unauthorized** persons do not ride on trucks, tractors, mobile cranes or other mobile equipment.

21.32 Before large numbers of employees (**other than** docking or **undocking** crews) required to do their normal work are allowed aboard ships in the Dry Dock area, safe **gangways** must be put in place.

Employees will not be required to work at the bottom of docks **when a ship is being moved in or out of docks while under its own power or under tow.**

21.33 No **galvanized** welding will be allowed in shops, unless in designated areas. These **areas** will be properly ventilated.

Where **galvanized** material is welded in place in accommodations the areas concerned will be ventilated and isolated **from** areas where other employees are working.

- 21.34 There will be a properly lighted and maintained walkway through the yard which will be free from any obstacles. Lights for **gangways** and stairways on ships to be wired in a safe and proper manner.
- 21.35 During cold weather (from 1 October to April **30**) employees who customarily work in shops will be notified before the end of their previous shift before being sent outside to work. This will **not apply to employees being transferred to areas outside** of shops which are adequately heated.
- 21.36 (A) Employees will remove their own scrap, materials and garbage from stagings.
- (B) Employees will maintain safe working conditions by placing scrap or garbage in designated containers or locations **in their working area and keep such areas clean.**
- (C) All debris piled in an area during any shift will be removed **from** the ships/shops prior to the end of that shift.
- 21.37 Employees working, under certain conditions, will be supplied with coveralls/whites before the job starts, at the discretion of the supervisor after consultation with the shop steward;
- 21.38 Where sandblasting, spray painting, buffing, grinding, welding, burning, gouging or insulating is causing a dangerous condition to other workers in the **close** proximity, the senior supervisor will decide the priorities of work and relocate the men to ensure that there shall be no work hazard.
- 21.39 (A) Employees will have their eyes tested by the doctor of the employee's choice and be **reimbursed** for the cost of the eye test, the cost of the eye test to be paid by the company in the

- 21.45 Work areas on dock floors, ships and properly marked shop walkways are to be kept clear of dirt and debris.
- 21.46 When toilets or galleys are in use aboard dry-docked vessels, proper **arrangements** will be made and maintained for the disposal of waste matter prior to employees working in the area.
- 21.47 It will be the responsibility of the employees operating machinery, tools or equipment to ensure that such machinery, tools or equipment is operated **in** a proper manner and kept in a clean, sound, mechanical condition. In the event of a malfunction or **irregular** operation of machinery or equipment which is beyond the capability of the operator to correct, he must immediately inform his Supervisor to contact Maintenance Department Malfunctioning or broken tools must be returned and reported to the Storesman for repair to be carried out.
- 21.48 The company shall continue to provide (or replace for good reason) at no cost to the employee any safety device or equipment as present practice allows i.e. safety hats, safety glasses, hearing protection.
- 21.49 All health and safety standard operating procedures (**S.O.P.**) Will be followed to the letter. Any problem arising out of the **interpretation** of a health and safety SOP will be dealt with through the Joint Health and Safety Committee and their decision will be strictly adhered to.

Article 22 - GROUP INSURANCE

- 22.01 Group Insurance - The company will **continue** to provide and pay the full cost of the **insurance** plan.

Life Insurance	\$30,000
Accidental Death & Dismemberment	\$30,000

Weekly Indemnity **4-8-52**

Amount determined by the **maximum** weekly U.I. benefits. (i.e. as of **Jan/93** - **\$447** per week)

Should U.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 we

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**.

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**.

22.02 The company will provide a medical insurance plan as defined in appendix **G**. Employees must participate in the total package. Costs **will** be shared with the company paying **70%** and the employee **paying 30%**. For the employee's convenience the company **will** make weekly deductions.

22.03 The company will provide a long term disability plan for Local **2282** members which will commence after an employee's weekly indemnity benefits have been exhausted. The plan **will**

provide for a flat **\$1500** per month benefit to retirement (age **65**), when combined with other insurance benefits the maximum an employee would be eligible to receive would be **85%** of **pre-disability** gross income. Costs of insurance premiums will be shared, with the company paying **60%** and the employee **40%**. For information purposes the employee's **40%** share would equate to **\$1.56** per week and will remain fixed at that rate for the duration of the collective agreement. For the employee's convenience the company will make weekly deductions. (Refer to guidelines).

Article 23 - SUBCONTRACTORS

- 23.01** The Company will notify the Union Negotiating Committee in **writing**, in advance of the Company's intent to subcontract any new ship construction work, ship repair work or maintenance work, to be done in or out of the Yard. This notice must be given at least thirty (**30**) days in advance of the commencement of the work. On emergency ship repair work emergency maintenance or renovation work this notice must be given as quickly as possible and such work will not commence until the notice has been given.
- 23.02** The Company and the Union Negotiating Committee will meet within one (**1**) week after the Union has received the written notice of the Company's intent to subcontract **work in** or out of the Yard to discuss, in detail, the work being subcontracted, including the name of the company to which the work has been subcontracted, the number of subcontractor employees that will be involved **in** the work to be done, the classification or classifications within the Union which may be related to the work being done by the **subcontractor** and the duration of the contract.
- 23.03** The Company will not subcontract new **ship construction** work, **ship** repair **work** or maintenance work, in or out of the Yard, which has normally or previously been done by employees within the classifications outlined in the Appendices of this

for in this Agreement. These subcontract employees shall be certified as per Article 1.01.

Any SJSL employee working on the same job with the subcontractor's employees whose rates of pay are higher than those Journeymen rates outline in Appendix "A" shall be paid the same Journeymen rates as those of the subcontractors employees. Hourly rates of the subcontractor will be supplied to the Union.

Article 24 - LABOUR MANAGEMENT COMMITTEE

- 24.01 The Company agrees to hold regular Labour-Management meetings once a month with all the Unions representing its employees. Employees attending these meetings are to be paid for same.
- 24.02 A Labour-Management Committee of three **members** of the Union and three representatives of the Company will be formed within thirty **(30)** days of the signature of the agreement.

This Committee meets at the request of either party to discuss the application of the agreement.

Article 25 SHOP STEWARDS - GRIEVANCE COMMITTEE

- 25.01 The Company shall **recognize** Shop Stewards named by the Union amongst employees having twelve **(12)** months or more seniority, as listed. Local **2282** - three **(3)** Shop Stewards. Additional stewards to a maximum of six **(6)** may be appointed if the workload demands. There will be no less than one **(1) steward per working shift. For work outside the yard,** additional stewards may be added as required.
- 25.02 The union shall notify industrial relations in writing the names of the union representatives immediately after their election or appointment and the company will not **recognize** any union

representative until such notice has been received.

25.03 It shall be ~~the~~ duty of the stewards to assist in adjusting differences or misunderstandings arising out of the interpretation, application or alleged violations of this agreement, and/or Company rules of employment. They shall be allowed to do so without loss of pay, up to a maximum of one-half **(1/2)** hour per day if necessary. This does not include time spent **meeting** with the supervisor.

25.04 (A) The Grievance Committee consists of three **(3)** members of the Union to be **recognized** by the Company. This committee shall be allowed two **(2)** hours per day, one hour at the beginning of the shift and one hour at the end of the shift, with no loss of pay to investigate and discuss grievances which have not been settled at the **expiry** of the two **(2)** working days mentioned in **26.02** (Step **One**) and prior to meeting with Management in Step 2 of the Grievance Procedure. This does not include time spent meeting with the Company.

(B) The Grievance Committee shall be allowed to investigate grievances without loss of pay which arise outside the Shipyard and within the boundaries of the City of Saint John and which have not been settled at the **expiry** of the two **(2)** working days mentioned in **26.02** (Step One) and prior to meeting with Management in Step 2 of the Grievance **Procedure.**

(C) ~~The Grievance Committee shall be allowed to investigate~~ alleged grievances which arise outside the Shipyard, within the boundaries of the City of Saint John, without loss of pay, where no Shop Steward is appointed and working at the location in question.

25.05 Local **2282** Union will be supplied with one-half **(1/2)** of a full **size trailer** with a telephone for the use of the Union.

25.06 A Shop Steward and/or Grievance Committee member leaving

his work shall report to his foreman, or in his absence another foreman.

- 25.07 The Company will not be responsible for the costs incurred for any time **Union representatives** are **off the job** in **excess of** times provided for in the agreement unless permission has been granted by the Labour Relations Department
- 25.08 The Union Officers or Shop Steward or their **alternates** (maximum of three **(3)** employees) on night shift shall be allowed four **(4)** hours time off with pay to attend the regular monthly meeting of the Union.

NOTE: Alternatively four **(4)** representatives for three **(3)** hours. Management to be **informed** in advance as to which alternative is to be used for each meeting.

- 25.09 Persons who represent the Union's Sick Committee or Compensation's Committee may be **authorized** by the Employee Relations Department to participate, without loss of pay in the investigation of Compensation or sick leave claims.
- 25.10 When meeting with the company, union executive officers will be allowed one **(1)** hour **prior** to the meeting to review and discuss agenda items.

Article 26 - ADJUSTMENT OF GRIEVANCES

- 26.01 The **purpose** of this article is to establish a **procedure** for the **discussion**, processing and settlement of **grievances**. Nothing in this article shall be interpreted as prohibiting employees from discussing their problems with their foreman.
- 26.02 **Should any question arise concerning the application**, the interpretation or an alleged violation of the provisions of this agreement between the Company and any employee or the Union, the following procedure shall apply:

Step **One**: Within ten **(10)** working days after the alleged grievance has arisen, the employee accompanied by his Shop Steward, or the Union may take the matter up with the foreman involved presenting the **grievance** in writing. The foreman must **reply** in writing **within two (2) working days**; Failing a satisfactory settlement the employee or **Union** may proceed to Step Two.

Step Two: Within five **(5)** working days from the expiration of the two **(2)** day period referred to in Step **One**, the Grievance Committee of the Union may take the matter up with the Manager - Labour Relations or his designate(s), or if he is not available, someone senior who must reply in writing within four **(4)** working days from the presentation of the grievance under Step Two. Failing any reply or satisfactory **settlement** within such four **(4)** day period, the matter may be referred to arbitration as provided in Article **27.00** hereof within thirty **(30)** working days from the expiration mentioned in Step Two.

NOTE: At the Step Two grievance meeting, the Grievance Committee may require the attendance of the Foreman in question and the Company may require the attendance of the **Grievor**.

26.03 In determining the time within which any step is to be taken under the foregoing provisions of this article, Saturdays, Sundays, and the **recognized** paid holidays shall be excluded.

26.04 Any and all time limits fixed by this article may be extended by mutual written agreement between the Company and the Union.

26.05 ~~If, during the term of this agreement, an employee who is discharged,~~ suspended or laid off, feels that he has been unjustly dealt with, he may within ten **(10)** working days of such discharge, suspension or lay off, file a grievance under this article. **If** the ruling with regard to the grievance is such

that an injustice has been done, then such employee will be reinstated with full seniority and paid compensation at his regular rate of wages for all time lost. After the matter has been duly processed through the **grievance** procedure, it may be taken to arbitration as outlined in Article **27.00** of this agreement. No compensation shall be paid for wages received by an employee on any job during a period of dispute, except in case of the employee working in a lower paid job, then he shall be compensated for the difference in wages lost.

26.06 (A) Prior to a final decision being formulated by the Company and set out in a written memo, directive or a grievance **reply**, on **matters** relating to jurisdictional differences between **Local 2282** and any other Local, the Union will be advised and given an opportunity to address the problem.

(B) The results of all Jurisdiction Disputes **and/or** Grievances involving **jurisdiction** will be provided to the affected Union locals for information purposes.

26.07 Any grievance which is established in the **grievors** favour that involves a monetary **settlement**, the employees so affected shall receive said monies within ten **(10)** working days of notification of grievance reply.

Article 27 - ARBITRATION

27.01 ~~If the Union wishes to refer a matter to arbitration as provided~~ in Article **26.00**, it **shall**, within the thirty **(30)** day period mentioned therein, give the other party **written** notice of its intention to arbitrate, which notice shall contain the name of its **appointee** to the Arbitration Board. The recipient shall within seven **(7)** calendar days of the receipt of such notice, advise the other party of the name of its appointee to the **Arbitration** Board. The two **(2)** appointees so selected shall, within seven **(7)** days of the appointment of the second of them, appoint a third person who shall be the **chairman**.

27.02 If the two appointees fail to agree upon a chairman within the time limits, the **appointment** shall be made by the Minister of Labour of New Brunswick, upon the application of either party.

27.03 The Arbitration Board shall hear and determine the difference or allegation and **shall** issue a decision and the decision shall be final and binding upon both parties. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman shall govern.

The Arbitration Board shall have the power to make any award it deems necessary to compensate any financial loss to the aggrieved party.

27.04 (A) Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expenses of the **chairman** of the Arbitration Board, except as provided for in paragraph 27.04 B.

(B) In the event that the grievance is allowed in full by the Arbitration Board then the Company will bear the full expenses of the Chairman. The Arbitration Board will include as a part of every award, a ruling as to whether the grievance is allowed in full.

27.05 The proceedings of the Arbitration Board will be expedited by the parties hereto.

27.06 The sole function of the Board shall be to interpret the meaning of the articles of **this** agreement and to render a decision. The Arbitration Board shall have the power to modify or change any previous decision by the Company in regard to discharge, suspension or lay off and to compensate any **financial** loss to the aggrieved party. The Board shall not have the power to add to, subtract from or modify the terms of this **agreement**.

Article 28 - PRIOR AGREEMENTS CANCELLED

- 28.01 This agreement is the sole agreement between the Company and the Union and no prior agreement, memorandum or understanding is of any meaning or effect, unless expressly included in this agreement or renewed at the signing of the agreement.
- 28.02 Any article or part thereof may, by mutual agreement between the Company and the Union, be **re-negotiated** during the **life** of this agreement.
- 28.03 Any memorandum of agreement or memorandum of understanding signed by the Company and the Union on or after the date of the signature of this Collective Agreement, shall form part of this Collective Agreement and be interpreted, applied and enforced as if it were part of this Collective Agreement.

Article 29 - GENERAL

- 29.01 Large bulletin boards to be placed in appropriate locations, encased in glass and locked with keys left in the **Foreman's** office or the tool crib. These bulletin boards to be used for special notices by Management and the Union.
- 29.02 (A) A leave of absence without pay will be granted to union representatives while attending union business.. Length of such leave of absence is to be agreed by the company and the union. Any employee who has been nominated, **elected** or appointed to a full time union *position shall be granted* leave of absence without pay and shall maintain and accumulate **seniority**.

Any employee who has been nominated, elected or appointed to a federal or provincial **government office** shall be granted leave of absence without pay until such time as **the** employee has accepted full time employment in the federal or provincial

government. He **shall** maintain and accumulate seniority until that time.

Leave of absence without pay will be granted to other employees provided the work load permits and reasons given are agreed to by the personnel manager or in his absence someone senior. In cases sickness or injury this must be **substantiated** by a doctors certificate. No leave of absence will be granted merely to permit an employee to obtain another job.

(B) When Union representatives are out of the Yard on Local **2282** Union Business, their attendance records will be marked "Union Business" and will not be considered as being absent for the record. When such employees, scheduled for work are ~~out of the Yard or official Local 2282 business or attending~~ conventions, the Company will maintain the pay and benefits to a maximum of thirty **(30)** consecutive working days, and each month the Union will reimburse the Company for all costs **incurred** except administration cost, including **the** cost of fringe benefits and Company contributions for such employees unless the Agreement provides that the Company pays for such absences.

(C) Employees who are members of the Canadian Reserve Forces shall be entitled, upon thirty **(30)** days notice to the Company, to have up two **(2)** weeks per year unpaid leave of absence for the purpose of participating in Reserve Forces Training **Programs**. The Company will maintain its portion of the Blue Cross plan for this period of absence.

29.03 According to seniority employees sick or injured while employed by the company and as a result of such sickness or injury are unable to perform their regular duties, shall, if practicable, be given other employment by the company until they are able to perform their regular work. Such temporary work will be compatible with the employee's health and physical limitations. The return to work guidelines as outlined

in appendix H will be strictly adhered to.

To assist in the application of these procedures, employees shall provide satisfactory information on their sickness or injury as it pertains to their capacity for work and fitness for duty.

- 29.04** Jury Duty: **All** time lost by an employee due to necessary attendance on jury duty or on call for jury duty or subpoenaed as a **witness** in a proceeding other than an arbitration under this collective agreement or a proceeding before the Industrial Relations Board between the parties to this agreement, **shall** be paid by the Company. Any monies received from such jury or witness duty shall be turned over by the employee to the Company.
- 29.05** (A) Prepays may only be granted at the discretion of **the** Personnel Manager. The employee concerned must apply in person to the Personnel Manager.
- (B) An employee who has given proper notification of vacation will be entitled to receive a cheque for monies earned on Wednesday, if such vacation is scheduled to **begin** on **Thursday** or Friday if requested.
- 29.06** No employees under the jurisdiction of the local Union shall work outside of their **normal** working hours when there are emergency or special meetings **called** by the Union except on agreement between the Company and the Union.
- 29.07** When the Company **finds** it necessary for docking or **undocking** during regular working hours, **every** reasonable effort will be made to place employees affected on alternate work with no reduction in wages. Employees so affected will clean up shop and/o work area. No employees **will** be sent home, however an employee will have the option to go home, without pay, if he so chooses.

- 29.08** Preparation and installation of new equipment and new machinery of the Dry Dock Plant or divisions thereof, whether located within or without the actual boundaries of the Shipyard facility, other than ship equipment and machinery may be carried out by Shipyard employees and will be paid at yard **rates**.
- 29.09** One copy of notices posted on notice boards by the Company will be sent to the Union. All local Union **2282's** notices and **mail** to be forwarded to Union **office** of Local **2282**.
- 29.10** (1) The setting up and calibration of welding machines is the work of employees in the Welding and Electrical **Department** as is the established practice. The involvement of **Q.A.** to take whatever amperage readings that may be required.
- (2) That **Q.A.** representatives may take random amperage readings during normal production usage of welding machines.
- 29.11** One (1) journeyman tradesman will be assigned on a seniority basis to the **CRW** to perform care and preservation and **kitting** of equipment and materials pertaining to their trade.
- 29.12** **T-4** Slips will be issued no later than January **30** of each year.
- 29.13** Without restricting the right of the company to direct its work force, every effort will be made to allow an employee to complete the job he is assigned.
- 29.14** Routine assessments of employees will **normally** be done by **their** supervisor if the employee has been with the supervisor two (2) months or more. Employees concerned have the right to be represented by a shop steward. The employee will be given a copy of the assessment for his records.
- 29.15** Employees that are out on Sick Benefits or Workers Compensation who are members of Local **2282**, but are given the clearance by their doctor, that they could return to work

providing that the work is of light duty nature. Then the Local Union Sick Committee and President (or his Appointee) and **SJSL** will meet in an effort to provide these employees with light duty jobs.

- 29.16** The Company will continue to provide payroll saving plans.
- 29.17** AU employees will be provided with a locker by the Company. The lockers will be placed as close as is reasonably practicable to the work location of the employee. In the case of transfers the locker will move with the employee or a new locker provided within one **(1)** week by the Company.
- 29.18** When technically feasible the Company **will** provide an answering machine service to accommodate employees who report **their** absenteeism. These tapes will be kept on file by the Company for one **(1)** month to verify potential **warning** slips.
- 29.19** Local **2282** members will perform care and preservation on equipment and materials pertaining to their trade, in accordance with established practice.
- 29.20** The company agrees that any changes in present work related privileges or general rules not included in this collective agreement will be discussed with the union prior to any changes being introduced.
- 29.21** Providing an employee has had an acceptable attendance record which would be mutually determined by the personnel manager and grievance committee for a period of nine months after receiving a letter of concern or letter of notification, the letter will then be removed from **the** employee's attendance **file**.

Article **30** - MAINTENANCE

- 30.01** (A) The size and composition of the maintenance crew will be

determined by the **requirements** of the operation. Employees **will be** assigned or called in according to the maintenance work to be performed.

(B) In the **first** instance, work assignments will be as per job **classifications**. When not employed at work within **their** own job classification they will assist tradesmen in other classifications within maintenance to the extent that their skill enables them to do so.

(C) Employees on maintenance work will retain and accumulate seniority in their own departments.

(D) Vacancies in the maintenance/facilities department will be offered on the basis of seniority (ref. **7.04A**). Absentees **will** be replaced if out over one **(1)** week.

(E) Only personnel under the jurisdiction of Local No. 3 working in Maintenance will drive or operate maintenance vehicles or equipment for the purpose of delivering materials **around** the yard except where a tradesman working for maintenance **from** another craft union is transporting materials for his own purposes only. No staff member shall drive a Maintenance vehicle for the purpose of delivering materials.

F. When **Machinists/Industrial** Mechanics and Pipefitters in the Maintenance Department are assigned to the evening shift (Shift **No.2**) then the Electrical Trade will **also** be represented. **If necessary, there will be electrical representation on the third (3rd) shift also.**

30.02 It is **recognized** that Welding Equipment Maintenance is a necessary **program** and that there should be a sufficient number of Local **2282** Electricians to cover **all areas** of the yard where maintenance and repair of Welding Machines and Equipment is to be performed.

Article **31** - DURATION OF AGREEMENT



31.01 This agreement becomes effective on the date of its signature and remains in effect until December 31, 1995, and from year to year thereafter unless ninety (90) days notice in writing be **given** prior to December **31, 1995**, or prior to December **31** in any subsequent year, by either Party desiring a change. Should negotiations for a new agreement be in **progress** beyond the date of December **31, 1995**, or December **31** in any subsequent year, this agreement shall **remain** in effect **until** the parties are in a strike/lockout position as determined by the New Brunswick **Industrial** Relations Act.

Bate Signed **04 June 1993**

Saint John Shipbuilding Limited
William Haggett
 John Shepherd
Matt Reid
 Phil **McGavney**
 Kevin **Hooper**

Local No. **2282** of the International **Brotherhood** of Electrical Workers **AFL-CIO-CFL**.
 Glen Griffin
Terry McGrath
 Rick Taylor
Leonard Henry
Brian Eisan

Appendix "A"

1. Classifications:

	1993		1994		1995	
	Jan 1	July 1	Jan 1	July 1	Jan 1	July 1
Electricians (Journeyman)	19.31	19.41	19.80	19.90	20.30	20.40

Temp Lightmen	19.21	19.31	19.70	19.80	20.20	20.30
(Temp. Lightmen while employed doing utility work).	17.36	17.45	17.80	17.89	18.25	18.34
Corm. Assembler	16.20	16.28	16.61	16.69	17.02	17.11

2. Shift Differentials Evening (Shift 2) **\$1.66/hour** worked.

3. An employee who replaces an employee in a higher rate shall be entitled to the rate for a minimum of four **(4)** hours.

4. Premiums/Bonuses - In lieu of all premiums and bonuses except chargehands and instructors employees shall receive an additional **12c** per hour which will be consolidated and paid with the tool allowance in December of each year.

A. Chargehand - **\$1.00** per hour.

B. Instructor - **\$1.00** per hour.

Tool/Premium/Bonus Allowance

Journeyman electricians **will** receive a **38c** tool allowance for hours worked paid annually on or about December **15th**. **In** the case of resignation or discharge the allowance will be paid forthwith.

For temporary **lightmen** and apprentices this allowance is **29.5c** per hour worked for the **first** two **(2)** years and **38c** per hour worked **thereafter**.

Tool allowances are excluded from earnings for vacation pay purposes.

Appendix "B"

Apprentices:

	1993		1994		1995	
	Jan 1	July 1	Jan 1	July 1	Jan 1	July 1
Start Rate	16.23	16.31	16.64	16.72	17.05	17.14
900 hours	16.51	16.59	16.92	17.00	17.34	17.43
1800 hours	16.79	16.87	17.21	17.30	17.65	17.74
2700 hours	17.07	17.16	17.50	17.59	17.94	18.03
3600 hours	17.36	17.45	17.80	17.89	18.25	18.34
4500 hours	17.65	17.74	18.09	18.18	18.54	18.63
5400 hours	17.94	18.03	18.39	18.48	18.85	18.94
6300 hours	18.22	18.31	18.68	18.77	19.15	19.25
7200 hours	18.51	18.60	18.97	19.06	19.44	19.54
8100 hours	18.86	18.95	19.33	19.43	19.82	19.92

Assuming an apprentice meets the requirements of Article 20, he will progress from one level to the next after 900 hours worked.

upon successful completion of the Apprenticeship Training Programme and accumulation of 9000 hours of work in the trade the employee will be promoted to journeyman status.

Appendix C

1. Employees classified as "Temporary Lightmen" with a seniority date on or before 03-11-88 will remain classified as such and will continue to maintain and accumulate seniority as such. However, there will be no further hiring or transferring of employee's to the Temporary Lightmen classification. Should the work load require additional people to do work which is normally done by Temporary Lightmen, then the additional work load will be performed by Journeymen or at least a third year apprentice in order of seniority (Reference Article 7.04 (a)).

2. If it becomes necessary to use Journeymen or at least a third year apprentice on Temporary Lights, he will do Temporary Lights only

for the remainder of shift unless a Temporary **Lightman** becomes available.

3. No Journeyman or Apprentice **will** perform duties of a Temporary **Lightman** when there are Temporary **Lightmen** on lay off.

4. Temporary **Lightmen will** not work on anything over **220** volts.

5. When constant bench work is required then this will be offered on basis of seniority. This to apply to shift one-(1) and shift two **(2)**.

6. When a Temporary **Lightman** is put on a job he cannot be bumped off that job by a senior **Lightman** (unless he wishes) unless lay offs **take place** or to keep seniority **Lightmen** on shifts.

Appendix "D"

As vacancies occur in the following work functions they will be offered to employees on the basis of seniority (refer to **7.04a**).

- a. **tool cribs**
- b. stores in the electrical shop
- c. temporary power
- d. e n g r a v i n g
- e. metal photo
- f. expediting
- g. high frequency grinder maintenance
- h. tag machine
- i. core making machine
- j. welder maintenance

Appendix "E"

(A) The classification of connector assembler will consist of persons hired by the company to perform connector assembly work. They shall be members of the bargaining unit represented by **Local 2282**.

Connector assemblers will be restricted to working within the designated connector assembler facility.

(B) All other terms and conditions of the Collective Agreement will apply to Connector Assemblers.

(C) Connectorization Training: (Journeyman)

Although electrical personnel will be selected by seniority, this training must only apply to personnel who have the capability to carry out the task. This training will also form **part** of the Electrical Apprenticeship **training**.

Training courses **will** be conducted on an ongoing basis at the City Road Complex and will allow for **three (3)** trainees at a time for a period of two **(2)** weeks. Problems regarding the ongoing training will be discussed with the Company and the Union.

Training will comprise/contain the following:

1. Introductory video or **connectors** and their use
2. Tooling used and methods
3. Records and test results used in **CPF** Project

It is **recognized** that **instruction** of the course will be conducted by a qualified hourly rated electrician.

(D) No new employees will be hired in the connector assembler classification. As the number of employees in the connector assembler classification diminishes the work content will be taken up by the electrician **classification**.

APPENDIX "F"

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 adequate level of retirement income for employees participating over a thirty-five (**35**) year career, and retiring at age **65**.

The plan will be registered as a Group Registered Retirement Savings Plan. It will be mandatory for all employees **30** years of age or older, and **voluntary** for employees under **30**. Company contributions will commence after the probationary period. Employees may join **immediately** upon **hire** on a voluntary basis. However, Company basic and matching **contributions** will not commence until completion of probationary Period.

RRSP - Contributions

Basic - Employees contribute 2 **1/2%** of base earnings excluding overtime and other allowances. The company contributes 2 **1/2%** of base earnings.

Matching - If the employee contributes an additional **1%** of base **earnings** the company will match **this** with an additional **0.5%** Of base earnings.

Additional Voluntary Contributions

As members of this programme, employees **are permitted** under the Income Tax Act to contribute up to **18%** of income into Retirement Savings Plans. For this calculation, income includes premiums and any other income.

Employees will be permitted to make additional voluntary contributions up to this maximum into their **SJSL RRSP** accounts, either by payroll deduction, or by lump sum contribution.

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.**

Investment Choices

Employees and Company contributions will be remitted monthly to Canada Life to be deposited into employee **RRSP** accounts.

These funds will, at employees direction, be invested in four (4) different investment vehicles:

- 1 year guaranteed term
- 3 year guaranteed term
- **5** year guaranteed term
- Balanced Investment Fund

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 or trust companies. Canada Life is offering the better of:

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

1/2% 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

This fund is a balanced fund, invested in stocks, bonds, and cash. **Your money is invested by Canada Life investment managers.** If you invest your money in this fund, there is no guarantee of original principal. But, over the longer term, balanced funds have outperformed guaranteed investments. And pension funds are a long term investment.

Locking-In

All contributions, Company and employee, will be locked in and may not be withdrawn during the period of employment. All Company contributions will be directed to a “locked-in” **RRSP**. The funds in a “locked-in” **RRSP** can only be used to purchase a life annuity (a pension). They cannot be turned into cash. Employee contributions will be directed to a non-locked in **RRSP**, and may be converted into cash upon termination or retirement.

Options At Retirement

Over an employee’s career, funds accumulate and **grow** with compound interest into a sizable fund. At the time of **retirement**, these funds can be used for any or all of the following:

- To purchase an annuity
- To purchase a **RRIF** - a Registered Retirement Income Fund
- Transfer to another **RRSP** until **age 71**
- Take in cash, pay tax (**non-locked** in funds only).

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.

Options At Termination

- Take cash, pay tax (non-locked in funds only)
- 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**

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.

Lay Off Provisions

On lay off, employee may withdraw non-locked in funds only. To **encourage** employees not to cash these funds prematurely, withdrawal during lay off **will** be at market rate.

If ~~the~~ lay off extends beyond eighteen **(18)** months, the Penalty **free sixty (60) day termination provisions described above will apply.**

Company "locked-in" funds remain locked-in to be used for the purchase of a pension, and may not be turned into cash.

APPENDIX "G"

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 licensed ~~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 & vices 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, chiropodists 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, chiropodist, 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**. ~~Premium cost is shared 70% / 30%~~ company/employee. 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.

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 w make his/her share of the premium **contribution.**

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

Errors and omissions excepted; official plan **test** will govern in all cases where **differences** occur.

APPENDIX H

SAINT JOHN SHIPBUILDING LIMITED RETURN TO WORK PROGRAM GUIDELINES

Saint John Shipbuilding Limited has developed a **Return** to Work Program w assist ill or injured workers in making a successful **return** to the workforce.

The purpose of this program is w provide a safe yet productive environment for workers recovering from sickness or injury by providing work assignments **that accommodate** the, physical **limitations indicated by the worker's physician.**

It is intended w provide workers with an effective way to **return** to work while reducing the risk of harm to themselves or others.

Workers interested in this program may contact their union representatives or the Medical Centre for details.

ELIGIBILITY:

Employees **returning** to work from an injury or illness with medical restrictions are eligible for the **Return** w Work program. These employees are required to have an attending physicians report outlining these restrictions.

THE PROCESS:

Employees returning with the completed attending physician's report shall report to Personnel if returning from Insurable Sickness and then report w the Medical Centre. All others shall report directly to the Medical Centre.

At the Medical Centre the restrictions are reviewed and the placement process is commenced. The worker and the medical **personnel** discuss the restrictions and outlines these restrictions on the **return** w work form. A union representative will be present if the worker or medical personnel wish. If the **restrictions** are unclear the medical personnel will, with the workers' consent, obtain **clarification** from the treating physician.

A call is placed to trade administration who will first attempt to place the worker with **the** original supervisor. If this is not possible, placement with an alternate supervisor will be attempted. If suitable placement is not found the medical person shall indicate this on **the return** W work form and notify Personnel, the Workers' Compensation Manager and the Union Representative. **Until** the worker is placed, their claim is not interrupted.

If an appropriate placement is arranged the worker reports **to** Trade Administration with the **return** w work form. The employee shall then report w the supervisor who shall review the restrictions and outline the **nature** of the work assignment. The medical personnel will meet with the supervisor the employee and the union

representative at the **worksite** w review the placement. All three parties sign the return to work form to acknowledge the placement.

A follow up **worksite** visit by the medical personnel will take place **within two days**. **The worker can report to the Medical Centre** at any time, for treatment or follow up.

The work assignment and the employee's progress will be re-evaluated every three weeks or less. As well the worker will be medically assessed by the attending physician on a regular basis until able to return w full duties. Should attendance at the physician take place during working hours, the Company shall pay the employee's **wages for reasonable and approved time absent**.

Duration of the program is expected to be eight weeks or less. If necessary due to unusual circumstances, this can be increased up to **12 weeks**. Any cases having special requirements for long term **recovery** will be- addressed on a case by case basis, with the parties **concerned**.

Employee's returning on this program **will be limited** w a maximum of eight hours per day, forty hours per week. Overtime is not **permitted** while on this program.

If at any time the employee experiences a recurrence of injury or illness or **if his/her** condition does not improve while on this program the employee will be referred to the treating physician for re-assessment.

If the r-e-opening of a **W.C.B.** claim is delayed for any reason, the company **will, at the worker's request**, issue a payment w the worker equivalent to the income from the claim for up to 3 weeks until the claim gets processed by the Board. To get such payment the worker **will** have to sign a **release** indicating that it is **repayable** to the company.

All of the above **will** apply unless altered by any **W.C.B.** legislation procedure or policy.

LONG TERM DISABILITY GUIDELINES

Statistics drive home the value of a solid, comprehensive income **replacement** program and rehabilitation plan - one that gives both employers and employees peace of mind.

The chances of an employee becoming disabled for some period before retirement are **significant**. Twenty-five year **olds** have a sixty percent chance of becoming disabled for **90** days or more and **forty-five** year **olds** have a forty percent chance.

On the average, a twenty-five year old who is disabled for more than **90** days will collect **LTD** benefits for **2.1** years; a **35** year old for **2.8** years and a **45** year old for **3.2** years.

Attached are some details and Guidelines on how the Long Term Disability policy, proposed by Saint John Shipbuilding Limited, would work.

This plan will initially cost the employee **\$1.56** per week, with the company **contribution** being **\$2.35** based on the employer paying **60%** of the cost.

AN EXAMPLE

Calculate: monthly gross income.

Assumed rate	= \$18.00 x 40 hour
	= \$720 Week
x 52	= \$37,440 Annual
÷ 12	= \$3,120 Month

PROPOSED LTD = **\$1,500/month** up to a maximum of **85%** of gross pay when combined with other benefits.

With "**integration**" = up to **85%**

INTEGRATION - means "income received from **CPP**, Workers'

Compensation, salary continuance or other plan paid for in part by the employer.”

85% of Gross = \$2,652 CPP Disability Pension = \$ 812/month
LTD

1,500 /month

Total Received **\$2,312/month**

- c) participation in a riot or civil commotion.
- d) ~~committing or attempting to commit a criminal offence~~ or provoking an assault.

Long Term Disability Benefit

You will be paid a flat monthly amount after the elimination period of **365** days if you become disabled while insured. The flat monthly amount would be **\$1,500** unless that amount combined with other benefits exceed **85%** of your gross **pre-disability** monthly income.

Benefits are paid **only if you are under the continuing care** of a legally licensed physician or surgeon. When disability is due to mental disorder, you must be under the **continuing** care of a **certified psychiatrist**. With respect to alcoholism and/or drug addiction, you must be supervised by or receiving continuing treatment **from** a rehabilitation centre. If no such centre is readily accessible, treatment and/or supervision must be as approved by Canada Life.

You must be disabled for a continuous period due to the same or related causes. A continuous period of disability includes all periods which are not separated by more than **30** days during the elimination period or six consecutive months after the **elimination** period.

Definition of Disability

Disabled and Disability means that due to injury, **disease**, illness, pregnancy or mental disorder you are not able to **earn** at your own or any other occupation more than **75%** of your indexed **pre-disability monthly earnings** for which you are reasonably fitted by education, training or experience.

Waiver of Premiums

Canada Life will waive **the** premium payments while you are receiving benefits from the date of disability.

Integration of Benefits

If necessary, benefits will be reduced so that your total gross income from **all** sources is not more than **85%** of your gross **pre-disability** monthly income.

Benefits will be reduced by payments you are entitled to receive under the Workers' Compensation Act, the Canada/Quebec Pension Plan, a plan in another country for which there is a reciprocal agreement with the Canada Pension Plan or Quebec Pension Plan (excluding additional benefits payable for any family member plus subsequent cost of living increases), or any other employment income other than described **in** the Rehabilitation Provision.

The benefit will not be reduced by amounts received under a personal policy.

Pre-Existing Condition Exclusion

No benefit will be payable with respect to any Disability that is **directly or indirectly related to or results from injury, disease, illness, pregnancy, mental disorder** or any other condition with respect to which an Employee did any of the following within the **90** day period prior to the date on which the employee became injured under this provision.

1. Visited or consulted a physician or paramedical practitioner.
2. Took tests or received treatment (including but not limited to **takeing** pills, injections or other medication for any condition such as high blood pressure, diabetes, multiple sclerosis, **etc**).

Any pm-existing conditions will be waived after one year.

This provision will apply only to employees hired subsequent to the signing of this Collective Agreement.