

AGREEMENT

Between

PORTWELLER DRY DOCKS

A Division of Canadian Shipbuilding
and Engineering Ltd.

Hereinafter called the "Company"

and

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

Local 680 - PORT DALHOUSIE

June 1, 2003 – May 31, 2008

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ARTICLE 1 - PURPOSE

- 1.1 For the purpose of establishing a mutually satisfactory way of settling differences which may arise between the Employees and the Company with respect to rates of pay, hours of work, and working conditions, and to provide a means of friendly and lasting co-operation between the Employees and the Company on the basis of mutual confidence and understanding.

ARTICLE 2 - RECOGNITION

- 2.1 The Company agrees to recognize the Union as the sole collective bargaining agency for all its Employees, save and except Foremen, those above the rank of Foremen and Assistant Foremen, Clerical and Office Staff, Guards and Plant Protection Employees and Local 303.
- 2.2 The term "Employee" as used in this Agreement, unless it is clearly indicated otherwise, shall mean only an Employee in the Bargaining Unit defined above.
- 2.3 The term "working days" as used in this Agreement, unless it is clearly indicated otherwise shall mean Monday to Friday and shall not include Statutory Holidays.
- 2.4 The term "days worked" as used in this Agreement shall mean any day in which an Employee reports for and completes any shift of not less than six hours' duration.
- 2.5 Any Employee may be assigned to temporary/intermittent firewatch. However, when a full-time firewatch is required for more than five days, the Company will give preference to laid off Union Employees with the greatest plant wide seniority who are capable of performing the duties required. No other employee being laid off shall exercise his seniority until the next Firewatch personnel is required. Such employee will have recourse to the grievance procedure regarding their Firewatch duties only in the event of loss of seniority.

Employees actively at work will be required to advise the Human Resources Department of their interest in available Firewatch positions. Employees who do not indicate their willingness to accept a Firewatch position, will not be considered until they advise the Human Resources Department that they wish to be reconsidered for any vacancy. Employees will be notified of available positions through the Weekly Status Change Notice.

Preference will be given, on a seniority basis (in accordance with the return to work program), to laid off or injured employees for firewatch positions provided they are fully capable of performing the work, regardless of the duration of the fire-watch job.

- 2.6 The Company will ensure that no staff members will work on any jobs which are in the Bargaining Unit.

ARTICLE 3 - RELATIONSHIPS

- 3.1 The Company agrees that it will not, by any means, directly or indirectly, discourage or attempt to discourage any Employee against Union membership or Union activity.
- 3.2 The Union agrees not to conduct any Union activities on the Company's premises during working hours, except as is provided for under the terms of this Agreement.

ARTICLE 4 - UNION DEDUCTIONS AND UNION SECURITY

- 4.1 It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing, on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective day of this Agreement shall, on the sixtieth working day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall on the sixtieth working day following the beginning of such employment, become and remain members in good standing in the Union.
- 4.2 The Company will deduct from the second pay period of each month for all Employees covered by this Agreement, such sums for Monthly dues, Initiation fees and Reinstatement fees as may be indicated by the Union through the Financial Secretary-Treasurer of the Union. Such deductions with a detailed statement of same shall be forwarded to the Financial Secretary-Treasurer of the Union as promptly as possible. Initiation fees to be deducted over a period of sixty working days.
- 4.3 The Union shall certify to the Company the amount fixed as Monthly dues, Initiation fees and Reinstatement fees and shall also certify to the Company the name of its Financial Secretary-Treasurer.
- 4.4 Members of the Bargaining Unit authorize the release to the Union, by the Company, of detailed statements regarding marital status, dependents, compensation, etc.

The Company agrees to provide such information on a Union supplied form or format.

The Company also agrees to furnish the Union with all copies of the "Employees Report" regarding Compensation cases.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.1 The Company agrees it will not cause or direct any lockout of its Employees. The Union agrees that there will be no strikes or other collective action which will stop or interfere with production, and that if any such collective action should be taken it will instruct its members to carry out the provisions of this Agreement and return to or resume their duties in their usual manner.

ARTICLE 6 - MANAGEMENT FUNCTIONS

- 6.1 The Union recognizes that it is the sole and exclusive responsibility of the Company to hire, discharge, suspend or discipline Employees, provided a claim by an Employee that he has been discharged, suspended or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 6.2 The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency, to decide the location of plants, the products to be manufactured, schedules, the methods, processes and means of manufacturing.
- 6.3 The Union also agrees that the Company has the right to make and alter, from time to time, the rules and regulations to be observed by the Employees, provided such rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 7 - REPRESENTATION

- 7.1 The Company acknowledges the Union's right to appoint or otherwise select a Business Agent who will be retained in employment provided that an hourly rated employee being a member of Local 680 is in employment. The duties and functions of such Business Agent will be as follows:
- a) To administer the Collective Agreement.

- b) The right to process and settle complaints and/or grievances. The Business Agent may, on occasions, have to discuss a complaint with the Employee or Employees concerned. If, in the opinion of the Business Agent, a complaint and/or grievance exists, the Business Agent may then require the Employee or Employees and a steward or Committee man present when discussing the complaint and/or grievance with the Employee or Employee's Foreman or Superintendent. If such Employees are required by the Business Agent to be present they will be notified by their Foreman, or a Superintendent as to the time and place of such a meeting and will be compensated for such time at the applicable rate of pay.
 - c) The right to access to any location where any Employee(s) is working and access to any other work location within the yard as long as accompanied by the Manager, Human Resources or his designate.
 - d) The right to Union offices in the Yard.
 - e) The parties agree to the establishment of a Productivity Committee. The committee will have equal representation from the company and Union and will identify and recommend to senior management, areas for potential productivity improvement. The suggestion boxes will be opened once a month and regular meetings of the Productivity Committee will be held.
- 7.2 The Company acknowledges the Union's right to appoint or otherwise select a Negotiating Committee of not more than six Employees of the Company, (with a minimum of one year seniority in the Bargaining Unit).
- 7.3 The Company will assign the Negotiating Committee and Financial Secretary to day work.
- 7.4 The Negotiating Committee will not leave their place of work during working hours, except to attend the Management-Committee meeting once per month or to negotiate a new Collective Agreement, or any amendments to the existing Agreement, or meeting with Business Agent and Committee and company, or meeting regarding second step of grievance procedure. When a Committee man has to leave his work to attend the monthly Management-Committee meeting, he shall be notified by his Foreman at least thirty minutes in advance. Where the Negotiating Committee desire to meet on their own during working hours, they shall do so only if such a meeting does not interfere with Production. Such a meeting will be at Union expense. Permission for such meetings must first be obtained from either the Manager, Human Resources or the Operations Manager. The Company recognizes the requirement for, and agrees to schedule designated times for union business only if such meetings do not interfere with Production.

- 7.5 As complete an Agenda as possible will be submitted by both parties to the Human Resources Manager, and the Union, three working days prior to the monthly meeting.
- 7.6 In addition to the monthly Committee-Management meeting, the Union may request a special meeting and, if the Company agrees to such a meeting, the wages of the Committee men for time spent in attending the meeting will be paid by the Company.
- 7.7 All minutes taken at meetings between the Company and the Business Agent or Negotiating Committee shall be mutually agreed to and signed before the termination of such meetings, and will be available upon request.
- 7.8 Where possible, all problems discussed at Management-Union meetings will be rectified within five working days. The company will compensate such Committee men for the time spent in attending aforementioned meetings with company officials, at the applicable rate of pay, excepting time spent in negotiating the renewal of this or any future Collective Agreement.
- 7.9 The Business Agent or Union President will furnish the Company, in writing, the names of the Negotiating Committee, stewards and officers, and will inform the Human Resources Manager in writing of any changes, within two working days of such changes taking place.
- 7.10 The Company recognizes the Union's right to appoint or otherwise select stewards for each department, stewards for night shift and stewards for all work outside the yard. At no time however will proportion of stewards to Department Employees exceed one to forty, however, as agreed, there will be a minimum of two stewards on the Afternoon Shift and one steward on the Midnight Shift.
- 7.11 The Human Resources Department will be informed immediately of any absence of the Business Agent, and also the name of his substitute.
- 7.12 Any Employee elected to the position of Business Agent will maintain all his seniorities.
- 7.13 The Company agrees to give the Local 680 Certified Joint Health and Safety Representative "super-seniority". The Certified Joint Health & Safety Representative will physically correct the safety problems found throughout the Yard and will report directly to the Manager, Human Resources.

ARTICLE 8 -WARNING, SUSPENSION AND DISCHARGE CASES

- 8.1 An Employee who has been suspended or discharged and such suspension or discharge is reversed through the Grievance Procedure shall be reinstated with full compensation for all income lost, with full seniority rights, for what might have been his normal term of employment.
- 8.2 The company will discuss with a Union representative all cases of warnings, suspensions or discharge prior to notification of the Employee(s). During normal working hours notification will be given to the Business Agent or a member of the Negotiating Committee. In the case of night shift or overtime the Company will notify a Shop Steward who will have the right to contact the Business Agent or a member of the Negotiating Committee. If an Employee has a complaint, Articles 9.4 and/or 9.5 must be complied with before disciplinary action is taken. If such procedures are not followed the disciplinary action will be rescinded. When an Employee is subject to discharge the facts of the case will be discussed with the Negotiating Committee before action is taken.

The Business Agent and/or Committee will be informed regarding the discharge of a Probationary Employee.

- 8.3 If an Employee is suspended pending investigation, the company will notify the Business Agent and Committee of its decision with regard to the Employee by the end of the following day shift, weekends and statutory holidays excluded.
- 8.4 All warnings, suspensions or discharge notices will be given in the presence of the Business Agent with a Steward or Committee man.
- 8.5 Any Employee being discharged or leaving of his own accord, shall receive all monies due to him within two working days of his termination of employment, provided he has final clearance from the Stores Department. Nothing in this paragraph will be in conflict with the Labour Laws.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.1 A Grievance is hereby defined as a difference or dispute between the Company and the Union, as to the interpretation, application, administration or claimed violation of any terms or provisions of this Agreement.
- 9.2 Should any difference arise between the Company and the Union, an earnest effort will be made to settle the matter promptly and justly in accordance with the following procedure, and there shall be no suspension of work on account of such differences.

- 9.3 No complaint shall be considered as a grievance unless it is processed at First Step within Fifteen working days of the alleged violation of this contract and that clause 9.4 of this article has been complied with.

Statutory Holidays will not be counted as working days.

- 9.4 An Employee who has a complaint shall first take it up with his Foreman, and, if he so desires, shall have the assistance of the Business Agent and/or Steward by request through his Supervisor or Foreman. The Foreman shall give his answer to the Employee and the Business Agent within one working day. Should an Employee not receive satisfaction from the Foreman, the matter shall be taken up at the Department Superintendent level, or with the Production Manager by the Business Agent and Steward or Committee man. The Superintendent or Production Manager will give his answer within one working day.
- 9.5 In the event that the complaint arose from the action of a staff member at a higher level than a Superintendent, the Employee and the Business Agent and/or Steward may discuss the matter directly with that staff member. The staff member will give his answer within one working day.

FIRST STEP

- 9.6 Should an Employee not receive satisfaction from his Foreman, Department Superintendent or Senior Staff Member in regard to his complaint it shall be reduced in writing on a standard form used for such purposes, stating clearly the matter in dispute and presented to the Human Resources Office through his Foreman for consideration. The Employee will be given an answer in writing through his Foreman within two working days from the day it was presented in writing.

SECOND STEP

- 9.7 If the Grievance is not settled satisfactorily at the First Step, the Business Agent may within five working days of receipt of the First Step reply, then present the Grievance to the Human Resources Manager and it shall be discussed by the Business Agent, Negotiating Committee, Human Resources Manager, and such other Company representatives as may be designated by it, at a meeting to be held for that purpose within three working days, or as mutually agreed after the presentation of the Grievance to the Human Resources Manager. The Human Resources Manager shall give written answer to the Grievance within two working days after such meeting, to the Business Agent.

THIRD STEP

- 9.8 If the Grievance is not settled satisfactorily at the Second Step, either party to this Agreement may refer the matter in dispute to Arbitration as provided for under the Ontario Labour Relations Act.

ARTICLE 10 - ARBITRATION PROCEDURES

- 10.1 No matter may be submitted to Arbitration which has not been properly carried through all steps of the Grievance Procedure.
- 10.2 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board, if any.
- 10.3 When either party requests that a Grievance be submitted to Arbitration, it shall make the request in writing addressed to the other party of this Agreement within thirty-one calendar days of the delivery of the written answer of the Human Resources Manager and, at the same time, nominate an Arbitrator.
- 10.4 Within five working days thereafter, the other party shall nominate an Arbitrator, or if it fails to do so, the nomination shall be made on its behalf by the Minister of Labour for Ontario upon the application of the party requesting the Grievance be submitted to Arbitration.
- 10.5 The two Arbitrators so nominated shall meet immediately, and if within two working days they fail to settle the Grievance, they shall attempt to elect by agreement a Chairman of the Arbitration Board.
- 10.6 If they are unable to agree upon such Chairman within a further period of two working days, the Chairman shall be such person as the Minister of Labour of Ontario may designate or appoint.
- 10.7 No person shall be appointed as an Arbitrator who has been directly or indirectly involved in an attempt to negotiate or settle the Grievance or who has, at any time, acted as an officer, solicitor, or paid agent of either of the parties.
- 10.8 With reference to clauses 10.4, 10.5 and 10.6, Statutory Holidays will not be considered as "Working Days".

ARTICLE 11 - LIMITATION OF POWERS OF ARBITRATION BOARD

- 11.1 The Arbitration Board shall have no power to add to, substitute, subtract from or modify any of the terms of this Agreement.

ARTICLE 12 - SENIORITY

- 12.1 Seniority shall be the Employee's length of continuous service in the employment of the Company as defined by this Agreement.
- 12.2 Attached hereto and forming part of this Agreement is a list of Departments.
- 12.3 New Employees will have no seniority until they have completed their probationary period. They will be known as Probationary Employees and will have no right to invoke the Grievance Procedure regarding discharge until they have attained seniority.

The probationary period will be sixty days worked. A new employee who completes his probationary period within six months from date of initial hiring will have his seniority back-dated to his original date of hire.

- 12.4 In all matters pertaining to promotions and upgrading or new jobs within a department, the Employee with the most seniority in the classification in the department affected will be given preference in obtaining such promotion, upgrading or new job providing he has sufficient ability to satisfactorily perform the work required of him.
- 12.4a All promotions between classes will be based on merit. When vacancies occur within a job class, the senior employee in the next lowest job class will be given a two (2) week trial period to assess his ability for the promotion. In the event of failure, Article 12.7 will apply.
- 12.5 Where an Employee with greater seniority in the classification is by-passed in the above matters, he will be notified immediately **by** his Foreman. Within two working days he has the right to request an ability test, if he so wishes, in conjunction with the Employee, who has been given preference. It is mandatory that these tests will commence within two working days of receipt of the request.
- 12.6 The duration of such tests shall be compatible with the trade involved. A qualified Union and Company representative shall be present at the tests. If such ability test is passed satisfactorily, clause 12.4 will apply with full classification seniority rights and wage rates involved, immediately upon entering the new classification.

- 12.7 If such ability test is not passed satisfactorily the Employee may not request another test for a period of three months or as mutually agreed between the Company and the Business Agent. When such a test is given the Company will supply the Business Agent with a list of the men involved. All new hires are to have the same ability test as above in the presence of a qualified Union and Company representative, except any former employee who has applied to be rehired. The Human Resources Manager will inform the Business Agent or member of the Negotiating Committee of such former employees and together they will determine the necessity of such an ability test.
- 12.8 In the case of an Employee being by-passed during his absence, he shall be notified immediately by his Foreman upon his return to work and clause 12.5 will apply. In the event of the said Employee failing this test he shall maintain his full seniority rights within his classification.
- 12.9 Other than on a job posting, where an Employee is assigned to work other than his own regularly scheduled work, he shall receive his own rate of pay or the rate of pay of the job to which he is assigned, whichever is greater.
- 12.10 An Employee transferred to a position outside of the Bargaining Unit shall maintain his classification, departmental and plant wide seniority for a period of sixty (60) working days or as mutually agreed between the Company and the Union.
- 12.11 After sixty (60) working days an Employee who is demoted, or transfers back to the Bargaining Unit shall be entitled to his plant wide seniority accumulated to the date of his permanent transfer for Pension and Vacation Pay only.
- 12.12 Where a vacancy occurs or is about to occur within the Bargaining Unit, such vacancy shall be filled by promoting within the department affected without delay.
- 12.13 If a vacancy cannot be filled from within a department, the Company will post notices of such vacancies for a period of three working days. Such posting of notices will only take place after Articles 12.4 and 12.12 have been satisfied. Applications for such vacancies, which may be for less skilled or lower paid jobs, shall be made to the Human Resources Department. The vacancy shall be filled with the applicant with the most plant-wide seniority provided such applicant is able to perform the job. The Business Agent will be informed of the name(s) of the successful applicant(s) prior to the vacancy or vacancies being filled.

New Employees are ineligible for job postings until completion of their probationary period.

- 12.14 The names of successful applicants will be posted as soon as possible but not later than five working days from the posting expiration date, or as mutually agreed between the Company and Union. The Business Agent will be informed of the successful applicants prior to the vacancy being filled.

- 12.15 If after considering the applications there are no Employees qualified, the Company will then hire a new Employee. See also Article 16.09.
- 12.16 During the posting and selection period, the Company can temporarily fill the vacancy with any Employee in the Bargaining Unit and clause 12.9 above will be applicable as far as rate of pay is concerned.
- 12.17 Any Employee who obtains a posting to a higher paid job shall receive the higher wage rate and suffer no loss of seniority in the classification he is seeking, during any waiting period which may occur before his entry into the new classification.
- 12.18 Permanent Transfers - When an Employee transfers from one department to another by filling a posted vacancy, he shall retain and continue to accumulate his classification and departmental seniority for a period of up to sixty working days from the date of transfer. Should he return or be returned to his regular classification during the sixty working days there shall be no loss of department or classification seniority in his regular department. If lay-off occurs in his regular classification during the sixty working day period, he will receive lay-off notice provided he is in the group receiving notice in his regular classification. Upon arrival at the date when the lay-off is effective, such an Employee will remain in his new classification during the sixty day working period until he either signs a form of "Agreement to Transfer" or he is returned or returns to his regular classification. If he is returned or returns to his regular classification before the effective lay-off date; he will be laid-off on the effective lay-off date, if he is returned or returns to his regular classification after the effective lay-off date, he will be laid off immediately with no further lay-off notice.
- 12.19 Transferred Employees in paragraph 12.18 of this Article shall continue to accumulate plant wide seniority.
- 12.20 During or at the end of the sixty working day period, provided he is suitable, he is required to sign a form of "Agreement to Transfer" and at this time, his former classification and departmental seniority shall cease. However when an Employee is on lay-off from his classification and is assigned to other work as the result of a job posting, the requirement to sign an Agreement to Transfer may be delayed until the Employee is either recalled to his classification or until he has had sixty working days on the posted job whichever occurs later. At that time he must either accept the recall or sign the Agreement to Transfer. His seniority in the new department will be counted from his date of entry into the new department.
- 12.21 If a member downgrades to any lower classification in his department of his own accord and later wishes to upgrade, his seniority will go to the bottom of the classification he is seeking to re-enter.

- 12.22 When a lay-off occurs in any classification and work is performed in such a classification by an Employee from any other department for more than one full shift (8 hours), the Company will reimburse the Employee(s) who would normally have been recalled to perform such work, providing such Employee(s) were available for work.
- 12.23 Temporary Transfers - To facilitate production or for its own convenience, the Company may temporarily transfer an Employee for a period not to exceed ninety working days, or as mutually agreed between the Company, Business Agent and Negotiating Committee, for any period beyond ninety working days. An Employee who has been returned to his regular classification may not again be temporarily transferred to perform the same work for a period of thirty working days unless mutually agreed between the Company, Business Agent and Negotiating Committee. No Probationary Employee shall be temporarily transferred unless mutually agreed between the Business Agent and the Human Resources Manager.
- Temporary Transfer provision shall not be utilized in a classification while an Employee is laid off from that classification.
- 12.24 The Business Agent will be informed prior to any temporary transfers being made.
- 12.25 If an Employee is temporarily transferred to another Department and a lay-off occurs in his regular classification, the Employee will remain in his temporary classification until he is no longer required in conjunction with Article 12.21 before being laid off providing there are no men senior to him in his regular classification, or in higher classifications in his department, under lay-off notice who are capable of performing his temporary function.
- 12.26 Seniority Lists - The Company shall keep up-to-date, at all times, Seniority Lists showing the Employee's name, classification, classification date, departmental and plant-wide seniority. Such lists shall be revised as often as necessary, but at least every six months.
- 12.27 Seniority Lists will be posted so that they are available to the Employees at all times. Copies of such lists shall be available to the Union.
- 12.28 When an Employee feels that he is being treated unfairly regarding job allocation in his classification, he has the right to invoke the Grievance Procedure.
- 12.29 Where an Employee is handicapped in the course of his duties, either by an industrial accident or disease, Management will provide suitable employment for such an Employee, providing the Employee is capable of performing the proposed alternative employment offered. When such alternative employment is found Article 12.28 will not apply.

A Return To Work program exists for WSIB purposes. In this event, any employee may be assigned to modified duties and returned to work to any classification regardless of layoffs in a classification or levels of employment in the yard. The time limit while on this program is not to exceed 4 weeks. It is also understood that it is not intended to displace active workers with the injured worker. The program will be administered jointly by a "Return to Work" committee comprised of 2 members of Local 680 and 2 members of the Company.

12.30 The proposed alternatives offered shall be, in the following sequence:-

1. In his own classification
2. In his own department
3. In any other department

12.31 An Employee who has job preferences due to a physical disability and who accepts overtime on any other job location will forfeit his right to job preference.

12.32 Where feasible and without interfering with production, Employees with the greatest departmental seniority in the classification affected will be retained on day shift work.

Where additional shift work is needed, the employee with the highest seniority in the Department within the classification will have the preference to choose which he prefers – days to afternoons, afternoons to midnights. This will be on a six month trial basis from date of signing and does not contradict Article 21.2.

12.33 Chargehands will be chosen by the Company from a list of applicants on file in the Human Resources Department. Employees interested in obtaining chargehand designation in his department must complete an application form listing his experience and qualifications. Applications must be renewed each year.

The Company will select a candidate to suit the specific requirement and will take into account such skills as job knowledge, previous experience, reliability, organizational ability, leadership qualities, language and communication ability.

Chargehands will be reassessed yearly on January 1.

ARTICLE 13 - LAY-OFFS

13.1 When a reduction in the work force is necessary, the Company will give as much notice as possible and, except for conditions as covered under Article 14 of this Agreement (Temporary Lay-offs), will give a minimum of five working days notice.

- 13.2 Lay-offs by classifications within departments shall be governed by the principle that Employees with greater seniority in the classification shall be retained in preference to Employees with less seniority in the classification provided that willingness and ability to do the job available are equal.
- 13.3 In the case of pending lay-offs the Human Resources Department will provide the Business Agent with all necessary information prior to the Employee being notified. In the absence of the Business Agent, a member of the Negotiating Committee shall substitute.
- 13.4 If a lay-off notice is issued while an affected Employee is on vacation or is eligible for Weekly Indemnity or Workers' Compensation payments, the notice will be sent to arrive at the Employee's address at least five working days before the lay-off date. Upon return from vacation, sickness or injury the Employee will be retained in employment for a period of five working days provided one weeks notice is given to the Company prior to their return date. No other Employee may grieve that his lay-off took effect before the Employee covered by this Article.

Employees who have been on *W.C.B.* or *off* work due to illness, must first report to the Human Resources Department, before reporting for work, giving Medical documentation of fitness to perform their job duties.

- 13.5 In the event of a lay-off, Employees affected shall be allotted the following times for tool clearance, etc. immediately prior to the end of their shift.

Up to 9 Employees	- 15 minutes
10 to 24 Employees	- 30 minutes
25 Employees and over	- 1 hour

- 13.6 Any Employee being laid off will be given his Record of Employment and all monies due him, provided he has final clearance with the Stores Department, at the next regular pay date or five working days, whichever is greater. Nothing in this clause will contravene the Employment Standards Act or Employment Insurance Act.
- 13.7 Employees will not have the right to refuse a work extension of five working days or more in their own department.
- 13.8 Chargehands will be laid off in order of Department Seniority.

ARTICLE 14 - TEMPORARY LAY-OFFS

- 14.1 A temporary lay-off is a condition that arises over which the company has no control, OR which may be necessary for a short period to facilitate efficient production. In both cases lay-offs will take place by Classification Seniority on the shift affected.

- 14.2 A temporary lay-off shall be defined as a lay-off which will not exceed three working days.
- 14.3 After three working days, the temporary lay-off will be considered extended and seniority rights will be exercised immediately.
- 14.4 Days on temporary lay-off shall not be included in a permanent lay-off notice.
- 14.5 The Business Agent or, in his absence, a member of the Negotiating Committee will be supplied with a list of the Employees affected prior to any temporary lay-offs taking place.

ARTICLE 15 - LAY-OFF PROCEDURE

- 15.1 If a reduction in the work force becomes necessary, the following procedure will apply:
- 15.2 Employees in the department(s) affected will be laid off in reverse order to their listing in the List of Departments and Classifications of this Agreement. When such lay-offs take place, Employees retained shall perform their own job function in conjunction with the functions of Employees laid off in that Department.
- 15.3 Seniority may be exercised only within the Employee's department.
- 15.4 See Article 13.2.

ARTICLE 16 - RECALL PROCEDURE

- 16.1 When recalls are necessary, the Employee with the most classification seniority in the classification being recalled shall have priority in returning.

Classifications will be recalled in the order of their listing in the List of Departments and Classifications of this Agreement.
- 16.2 When all Labourers with seniority have been recalled, laid off Employees with seniority in other departments will be offered a recall to the Labour Department by plant-wide seniority before probationary Labourers are recalled providing they are physically capable of doing the work. An Employee who refuses an offer to work in the Labour Department will retain his recall rights to his own Department and classification but will not be offered work in the Labour Department again during his present period of lay-off.
- 16.3 An Employee who refuses a recall for a short term job in his classification may not exercise his seniority regarding recall until he accepts a permanent recall.

Employees who are not contacted by telephone or any other convenient means for a short term job and recall extends beyond one week, shall be contacted for additional work of one week or more.

With the knowledge available at such time, the Company will give the approximate duration of such recall.

- 16.4 A short term job as referred to in Clause 16.3 shall be a job of ten consecutive working days or less. Employees in the classifications requiring recall for a short term job shall be recalled by the Company by any convenient means of communication and such recall will be carried out by seniority. If the Company is unable to contact the required number by such means, they will continue to contact the remainder of the Employees, in the classification affected, by seniority until the required number have been recalled.
- 16.5 A job consisting of more than ten consecutive working days shall require a permanent recall. Employees in the classifications requiring permanent recall shall be recalled by the Company by any convenient means of communication, and such recall will be carried out by seniority. If the company is unable to contact the Employees by such means, the Employees involved will be recalled by Certified Mail to such Employee's last address given to the Company. However, if the number of Employees requiring recall is less than the number of Employees on lay-off in the classification, the Employees being recalled may refuse, provided sufficient Employees in the affected classification indicate a willingness to return. Employees who so refuse, must do so in writing, either personally or by proxy and may not grieve loss of earnings or exercise their seniority regarding recall until they are again permanently recalled.
- This notice will also be sent to Employees who are laid off and are on Weekly Indemnity, sickness, W.S.I.B. benefits or on vacation.
- 16.6 In all such cases of recalls, the Business Agent shall be provided with a list of those Employees affected.
- 16.7 An Employee who is unable to answer a recall due to his participation in a training course, must arrange for a leave of absence.
- 16.8 The right to refuse a recall may be used only if the recall is of shorter duration than five (5) days or the Employee provides proof of employment elsewhere of a longer duration than that offered by the Company. Clause 16.8 supersedes the Employee's right to refuse a recall as stated in clauses 16.3, 16.4 and 16.5.
- 16.9 The Company shall first acknowledge the seniority rights of any laid off Employee before new-hiring.

ARTICLE 17 - TERMINATION OF SENIORITY

- 17.1 Seniority rights shall cease and employment will be terminated for any of the following reasons:
- 17.2 If an Employee quits.
- 17.3 If an Employee retires at normal retirement age or takes early retirement.
- 17.4 If an Employee on the laid off list is notified by the Company by Certified Mail sent to his last known address, that his services are required and he does not return to work within five days of receipt of such Certified Mail, unless the Employee is unavoidably kept from returning to work for satisfactory reasons, the Employee shall immediately notify the company of his intent. It is the responsibility of each laid off Employee to keep the Company informed promptly of changes of address and telephone number.
- 17.5 If an Employee is absent from work for three consecutive working days without informing the Company unless he provides a satisfactory reason for failing to do so.
- 17.6 If an Employee is laid off for twenty-four (24) consecutive months. Also, if an Employee is on compensation and is laid off in his department for twenty-four (24) consecutive months.
- 17.7 If an Employee is discharged and the discharge is not reversed in the Grievance Procedure.
- 17.8 If an Employee overstays a leave of absence granted by Management in writing and does not secure an extension of such leave, unless a satisfactory reason is given.
- 17.9 If an Employee terminates his employment in any department to which he has been recalled, other than his own, and fails to give five working days notice of such termination to the Human Resources Department.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.1 Leave of Absence without pay will be allowed for the following reasons:
- 18.2 Legitimate reasons, including sickness and accidents, etc.

- 18.3 For the transaction of Union Business on such occasions as:
- a) Convention of Ontario Federation of Labour
 - b) International Convention of Boilermakers Union
 - c) Education Seminars, etc. for Stewards or Union Officials.
- 18.4 The Union shall advise the Human Resources Office at least one week in advance, if possible, of those persons involved and the length of time they are expected to be absent.
- 18.5 Other reasons approved by mutual agreement between the Company, the Business Agent, and a member of the Committee.
- 18.6 No leave will be granted for the purpose of working elsewhere outside the Bargaining Unit.
- 18.7 Seniority shall accumulate during leave of absence.
- 18.8 Benefits will not be paid for by the Company beyond the month which the Leave of Absence commenced except for compassionate reasons.

ARTICLE 19 - HEALTH AND SAFETY

- 19.1 The Company will provide a plentiful supply of pure drinking water, provide adequate toilets, washrooms and showers, and maintain adequate sanitary facilities in same, provide proper safety devices and give proper attention to the elimination of any condition of employment which is a hazard to the health and safety of the Employees, in accordance with the Occupational Health and Safety Act.
- 19.2 Protective devices and other equipment, which, in the opinion of the Joint Health & Safety Committee, are necessary for the purpose of protecting Employees, shall be provided by the Company, with the exception of work boots, leathers and gloves.
- 19.3 Such protective devices and other equipment shall be stored in the Company stores and signed for when required. All used wearing apparel, issued by the Company, shall be disinfected before being re-issued.
- 19.4 Each Employee involved in sand blasting shall be supplied with a helmet and suit.
- 19.5 All staging more than five feet (1.52m) high shall be equipped with safety guards.
- 19.6 The Union agrees that all Employees shall make full and proper use of such safety equipment and devices as supplied.
- 19.7 The Joint Health & Safety Committee shall consist of *two* representatives of the Company, two representatives of Local 680, one representative of Local 303 plus

the Business Agent, and also the Safety Co-ordinator who shall act as Chairman of this Committee along with the Local 680 Certified Representative.

- 19.8 The functions of this Committee shall be to look after safety, the health of the Employees and the sanitary conditions of the working premises. Any Committee member shall have the power to stop operations in unsafe conditions until the situation has been clarified or rectified where necessary, and to report this situation immediately to the Production Manager or any Superintendent.
- 19.9 Shop stewards on night shift shall have the same authority as the Committee, as stated in the preceding paragraph.
- 19.10 The Joint Health & Safety Committee shall meet at a mutually agreeable time each month, unless either party believes a matter is too serious to wait for the next monthly meeting.
- 19.11 At least five days prior to the monthly meeting, the Committee will inspect the yard in order that the Safety Co-ordinator can prepare an agenda.
- 19.12 It shall be mandatory for all Employees to wear hard hats, safety shoes and safety glasses.
- 19.13 The Company will recompense to the Employee one hundred percent (100%) of the cost of prescription safety glasses damaged on the job, based on the cost of standard frames and lenses quoted by a qualified supplier of the Company's choice.
- 19.14 Coveralls for painters will be supplied by the Company and kept in stores.
- 19.15 No Employee will work alone in any confined area.
- 19.16 It will be the responsibility of supervision to provide adequate ventilation. Ventilation is to be set up and functioning before work commences, unless a means of isolating the source of fumes, dust or smoke is to be used, or air supplied breathing apparatus is being used by any worker exposed to the fumes, dust or smoke.
- 19.17 All licensed and unlicensed Crane Operators shall be subject to eye examinations, when asked and paid for by the Company. Any such operator(s) who is found to have a vision defect will be required to have such a defect corrected, otherwise he will be removed from his classification, and every attempt will be made to employ him in some other classification in the Yard.
- 19.18 There will be no arc air gouging or blasting which could endanger the health and safety of any worker.
- 19.19 The use of "Salamanders" to provide heat on the skids and other places during cold weather is permitted at the discretion of the Supervisor.

19.20 Necessary rain gear will be kept for, and supplied to Employees who are required for the docking and undocking of vessels. In addition to the above, six rain suits will be kept in stores for the use of any other department.

ARTICLE 20 - BULLETIN BOARDS

20.1 The Union shall be accorded the right to have notices of meetings and such other notices of Union activities posted on the Union Bulletin Board.

ARTICLE 21 - HOURS OF WORK

21.1 For the duration of this contract, the regular hours of work shall be eight per day, forty hours per week, Monday to Friday inclusive, with the following starting and quitting times:

7:00 a.m. - 9:00 a.m.
9:10 a.m. - 11:30 a.m.
12:00 noon - 3:30 p.m.

21.2 The second shift shall follow the completion of the first shift with the following starting and quitting times:

3:30 p.m. - 5:30 p.m.
5:40 p.m. - 8:00 p.m.
8:30 p.m. - 12:00 Midnight

Employees required to work the second shift will rotate with the equivalent number of first shift Employees every two weeks. However, any Employee may voluntarily work on the second shift without rotation while the second shift exists. Such volunteers will not receive change of shift if he requests and is granted a change from first shift to second shift, or second shift to first shift. Shift change lists will be posted by Thursday noon.

Where feasible and without interfering with production, the rotation to a second or third shift will be within the Class A, B, C and Trainee classifications, firstly by seniority and secondly by the trade skill required on the particular shift.

21.3 On Saturdays, Sundays and Statutory Holidays the Company may schedule either six or eight hour shifts, There will be a lunch break at the same time as in the regular work week on eight hour shifts only. In each case the starting time for the first shift will be 7:00 a.m. with the second shift to start at the end of the first shift.

- 21.4 If and when a 24 hour operation is required and such an operation is to be covered by three shifts, the following starting and quitting times for the shifts shall apply with the Employees to receive eight hours pay for each full shift worked.

FIRST SHIFT

7:00 a.m.	- 9:00 a.m.
9:10 a.m.	- 11:30 a.m.
12:00 noon	- 3:30 p.m.

SECOND SHIFT

3:30 p.m.	- 5:30 p.m.
5:40 p.m.	- 8:00 p.m.
8:30 p.m.	- 12:00 Midnight

THIRD SHIFT

12:00 Midnight	- 2:00 a.m.
2:10 a.m.	- 4:00 a.m.
4:30 a.m.	- 7:00 a.m.

Where feasible and without interfering with the job progression the first shift will be 12:00 midnight Sunday to 7:00 a.m. Monday and 2nd and 3rd shift numbers changed to suit.

- 21.5 When it is desirable to cover a twenty-four hour operation with other than three shifts, the hours of work for such shift shall be:

FIRST SHIFT

7:00 a.m.	- 9:00 a.m.
9:10 a.m.	- 11:30 a.m.
12:00 noon	- 3:30 p.m.
3:45 p.m.	- 7:00 p.m.

Employees working on this shift will be paid straight time for the first eight hours and time and a half for the balance of the shift (three and a half hours).

Second shift premium will be paid from 3:30 p.m. to 7:00 p.m. (three and a half hours). In accordance with Article 23.10, Employees will be given a paid meal break from 3:30 to 3:45 p.m.

SECOND SHIFT

7:00 p.m.	- 9:00 p.m.
9:10 p.m.	- 11:30 p.m.
12:00 Midnight	- 3:30 a.m.
3:45 a.m.	- 7:00 a.m.

Employees working on this shift will be paid straight time for the first eight hours and time and a half for the balance of the shift (three and a half hours).

Second shift premium will be paid from 7:00 p.m. to 11:30 p.m. (four and a half hours) and third shift premium from midnight to 7:00 a.m. (seven hours). In accordance with Article 23.10, Employees will receive a paid meal break from 3:30 a.m. to 3:45 a.m.

- 21.6 There shall be a ten minute coffee break during the first half of any eight hour shift.
- 21.7 An Employee's pay will not be docked for the first five minutes of tardiness in a week Sunday to Saturday inclusive.
- 21.8 Employees engaged in painting, arc air gouging and the installation or removal of insulation will receive a ten minute clean up time at the end of a regular or overtime shift.
- 21.9 There will be a summer shutdown each year to take place the last week of July and the first week of August as follows:

July 28, 2003 – August 8, 2003	Civic Holiday	August 11, 2003	RTW	August 12, 2003
July 26, 2004 – August 6, 2004	Civic Holiday	August 9, 2004	RTW	August 10, 2004
July 25, 2005 – August 5, 2005	Civic Holiday	August 8, 2005	RTW	August 9, 2005
July 24, 2006 – August 4, 2006	Civic Holiday	August 7, 2006	RTW	August 8, 2006
July 23, 2007 – August 3, 2007	Civic Holiday	August 6, 2007	RTW	August 7, 2007

Any employee required to work through this period will be paid at the applicable overtime rates.

ARTICLE 22 - SHIFT PREMIUM

- 22.1 A premium will be paid to Employees working on a regularly scheduled second shift Sunday to Saturday inclusive in the following amount:
 - a) All years - 50 cents per hour

22.2 A premium will be paid to Employees working on regularly scheduled third shift Sunday to Saturday inclusive in the following amounts:

- a) All years - 75 cents per hour

ARTICLE 23 - OVERTIME

23.1 Overtime is voluntary.

23.2 Overtime at the rate of time and one half will be paid for all hours worked outside of the regular shift hour specified in Article 21. When overtime before or after regular Monday to Friday shift exceeds four hours, all hours in excess of four will be paid at double time until the Employee punches out.

23.3 Saturday overtime will be paid as follows:

- a) Straight time for the completion of a regular shift commencing on Friday.
- b) Time and one half for the first eight hours worked. However, if a six hour shift is scheduled and, during that shift employees are then asked to work in excess of the six hours, overtime will be paid at double time after the six hours.
- c) Time and one half when the hours worked do not coincide with the Employee's regular shift if such hours are for the purpose of overtime equalization.
- d) Double time for all hours worked in excess of eight.
- e) Double time for all hours worked that do not coincide with the Employee's regular shift.

23.4 Work performed on Sunday will be paid at double time. If Sunday overtime is continued into Monday it will be paid at double time until the Employee punches out.

23.5 Employees required to work overtime continuous with their regular shift will be guaranteed a minimum of one hour's pay at straight time.

23.6 An Employee who is required to work through his regularly scheduled lunch period will be paid double time for this period.

23.7 When scheduled overtime is required, the Company will give a minimum of three (3) working hours notice.

- 23.8 If, through Company negligence, such notice is not given, then the Employees who work the overtime will be given an additional one (1) hour's pay at straight time rates.
- 23.9 If, through no fault of its own, the Company is unable to give such notice, the additional payment of one (1) hour will not be made.
- 23.10 Employees required to work overtime continuous with regular hours, Monday through Friday, will receive a paid meal break of fifteen minutes at the end of their regular shift. An additional paid meal break of fifteen minutes will be allowed when such overtime work exceeds four hours and every four hours thereafter.
- 23.11 Article 23.10 will also apply to six and eight hour shifts on Saturdays, Sundays and Statutory Holidays when work extends beyond the six or eight hour shifts.
- 23.12 Employees who work more than one hour of overtime prior to the regular starting time will receive the same fifteen minutes paid meal break.
- 23.13 Employees who work overtime and who qualify for the meal breaks under 23.10, 23.11 and 23.12 will be reimbursed in the amount of \$5.00 in lieu of a meal for each such break incurred.

Overtime Distribution

- 23.14 Overtime within each classification in a Department will be distributed fairly and without prejudice. If an Employee is inadvertently missed in their proper rotation, they will be eligible for the next scheduled overtime, until their hours are equal to what they would have been had they not been missed. In no event will there be payment for time not worked.
- 23.15 Where overtime is required immediately following a regular shift, Monday to Friday inclusive, such overtime will be offered to the necessary number of Employees who are working on the particular job requiring overtime.
- 23.16 Where overtime is required on Saturdays and/or Sundays, such overtime will be offered to the necessary number of Employees who are at work on the regular shift when such overtime is organized and who has/have the least accumulated overtime.

In cases of selective overtime, the employee with the least accumulated overtime hours for the classification will be asked to work first, regardless of the shift presently being worked.

Overtime for Chargehands will be calculated in the same category as the first class men in their departments.

The only exceptions to the above will be by mutual agreement between the Company and the Business Agent or his substitute. In all of the above, when the overtime hours accumulated by Employees are equal, the overtime required will be offered on the basis of classification seniority.

- 23.17 The Foreman of each department will maintain a list of the distribution of all overtime worked or charged to his Employees. These lists will be revised daily for the week ending on Saturday.
- 23.18 By Wednesday forenoon of each week the Foreman will give one copy to the Steward representing his department, post one copy on the bulletin board, and retain one copy in his file.
- 23.19 Commencing on January 1st in each year the classification overtime distribution lists will be revised as follows: the Employee with the least number of overtime hours will be considered as zero. Excess hours accumulated by each of the other Employees in the classification will be carried forward. The lists will then be maintained as in 23.16.
- 23.20 If an Employee is unavailable for, or refuses overtime work, the requested overtime hours will be charged against the Employee in the overtime distribution list in his classification at the applicable overtime rate converted to straight time hours.
- 23.21 All new hires will be credited with the average overtime hours worked by all Employees in the classification which the new hire is entering.
- 23.22 An Employee who has been recalled will be credited with the average overtime hours worked by all Employees in his classification during his lay-off. However, if an Employee has accumulated overtime hours on a temporary transfer, his overtime hours will be those that have been credited to him under 23.27 or the average of his department, whichever is greater.
- 23.23 An Employee who agrees to work overtime and does not report for work will be charged double the overtime worked converted to straight time unless he phones in prior to the commencement of the shift in which case he will be charged the overtime worked converted to straight time hours.
- 23.24 An Employee who agrees to work overtime and who reports for work later than sixty minutes from the beginning of the overtime shift without notifying the Company may be replaced by another Employee who will have preference in completing the overtime shift. The replaced Employee will be charged double the overtime hours worked converted to straight time hours.
- 23.25 The Company has the right to temporarily replace an Employee who does not report for overtime work until a proper replacement can be found.

23.26 A temporarily transferred Employee may not work overtime in his temporary classification until all permanent Employees in the classification have been asked.

When an Employee is temporarily transferred and overtime occurs in his regular classification, he may work such overtime providing Article 23.15 is complied with and he is not required on overtime in his temporary classification. This clause does not apply to permanent transfers.

23.27 Overtime accumulated by an Employee on a temporary transfer will be added to his permanent classification overtime total each week.

23.28 An Employee who has job preference due to a physical disability and who accepts overtime on any other job location will forfeit his right to job preference.

ARTICLE 24 - EMERGENCY WORK

24.1 A minimum of four (4) hours at straight time rates will be paid if, within thirty (30) minutes of the end of his regular shift, an Employee is asked to work overtime.

24.2 A minimum of four hours at straight time rates will be paid if an Employee has completed his regular shift and has left the Yard and is then recalled to complete any work. Overtime hours will be charged only to the employee who accepts the emergency work.

ARTICLE 25 - REPORTING FOR WORK - ACTIVE EMPLOYEES

25.1 Unless otherwise notified, Employees who punch in or are signed in for their regular or overtime shift shall receive a minimum of four hour's pay for a regular shift or one hour's pay for an overtime shift unless reasons beyond the control of the Company, such as a power breakdown, inclement weather, etc. make it necessary to close the Company or any part thereof, when men may be sent home and paid only for their actual time worked. Employees who punch in or are signed in will be paid a minimum of one hour's pay. No Employee will be prevented from being signed in.

25.2 Employees sent home through no fault of their own, after commencement of their regularly scheduled shift, and then recalled for work at any time during the period of said regularly scheduled shift, shall be entitled to a full day's pay.

25.3 When inclement weather, etc. causes a curtailment of work, every effort will be made to retain as many Employees as possible. If and when Employees have to be sent home due to the aforementioned reasons, such Employees will be governed by Article 14.1.

- 25.4 When it is proven that the Company was negligent in this matter, the Employee(s) affected shall receive two hours pay over and above any portion of that shift worked.
- 25.5 An Employee who arrives for work more than ten minutes after the start of the shift will be held at the gate pending notification of his Foreman. He will be paid from the time of his arrival and will not be sent home on a regular working day merely because he was late. For late arrivals on overtime refer to Article 23.24.
- 25.6 An Employee returning to work as a result of a recall or returning to work from Weekly Indemnity or Compensation, must report to the Human Resources Office before commencing work.

ARTICLE 26 - STATUTORY HOLIDAYS

- 26.1 Each of the following holidays shall be paid for based upon on one standard shift at straight time rates regardless of the day on which the holiday falls:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day

Plus four (4) paid holidays at Christmas in 2003, 2004, 2005, 2006, and 2007. The dates of these days to be mutually agreed between the Union and the Company.

- 26.2 To qualify for such holidays with pay, an Employee must have worked the regularly scheduled shift immediately prior to the holiday and the regularly scheduled shift immediately after the holiday unless prevented from doing so through no fault of his own. However, employees who work on a Statutory Holiday will automatically qualify for the Statutory Holiday pay over and above the time and one half paid for such holiday. A minimum of one week's notice, on the appropriate form, will be given for single day vacation taken with statutory holidays.
- 26.3 If the conditions in the preceding paragraph are not complied with during the Christmas, New Year holiday period, such Employees involved will lose one paid holiday.
- 26.4 If an Employee is laid off within a period of thirty working days before December 25 or is recalled within fifteen working days after January 1, the Employee will receive all paid holidays due him within the period from December 25 to January 1 inclusive.
- 26.5 Absence from work on the regularly scheduled shift on the day immediately preceding the holiday or the regularly scheduled shift on the day immediately after the holiday shall not disqualify an Employee if he is absent on either or both of the qualifying days by reason of:

1. Death in Employee's or wife's immediate family.
 2. Serious sickness in Employee's or wife's immediate family.
 3. Acting as special blood donor, pall bearer, juror or court witness.
 4. Illness for which an Employee is collecting weekly indemnity or will become eligible to collect weekly indemnity, providing the Employee has at least three months seniority and is not on lay-off.
 5. Other reasons acceptable to the Human Resources Manager or his deputy.
- 26.6 Proof of the above rests with the Employee and such proof may be requested by the Company.
- 26.7 Employees required to work on a Statutory Holiday will be paid at the rate of time-and-one-half in addition to any holiday pay to which they may be entitled. Such Employees shall be notified by the Company not less than three working days immediately prior to the Holiday. If such notice is not given, the Company will pay a penalty of two hours, unless for emergency work which prevents such notice.
- 26.8 Only Employees who have completed their probationary period of sixty (60) days worked will receive Statutory Holiday pay.

ARTICLE 27 - VACATIONS WITH PAY

- 27.1 Vacations and Vacation Pay will be computed from length of service as of June 30th of each year, in accordance with the following schedule:

Length of Service	Length of Vacation	Percentage of Vacation Pay
1 year less than 3 years	2 Weeks	4.16% of annual earnings
3 years less than 8 years	3 Weeks	6.36% of annual earnings
8 years less than 15 years	4 Weeks	8.64% of annual earnings
15 years and over	5 Weeks	11% of annual earnings

An Employee will receive one (1) days vacation for every five weeks worked, up to a maximum of one (1) years service.

- 27.2 Vacation pay will be paid weekly.

- 27.3 The regular period for annual vacation purposes will be July 1 to June 30, inclusive. The two week shutdown is not to be considered as vacation time.
- 27.4 A minimum of one week's notice, on the appropriate form, will be given for a minimum of one week's vacation.

ARTICLE 28 - GROUP INSURANCE AND HOSPITALIZATION

28.1 Group Life Insurance

The Beneficiaries of Active Employees will receive \$25,000.

The Beneficiaries of Laid-Off Employees will receive \$25,000 for three months after lay-off.

The Beneficiaries of Employees who retire after May 29, 1988 will receive \$4,000.

28.2 Weekly Indemnity

Weekly Indemnity to a maximum of 26 weeks commencing first day in the case of injury and on the fourth day in the case of illness in the amount of \$460.00. If E.I. benefits rise above \$460.00, then the WI amount will be tied to the E.I. amount.

Note: Benefit payments are taxable.

28.3 Medical Coverage

Prescription Drugs: 80% on 1st \$1,000, 100% thereafter

A 20% drug card will be issued for use where applicable. For most prescription drugs, employees will be reimbursed at 80% of the cost. Drugs covered are only those which require a prescription by law. Employees will be required to pay for 20% of the cost of each claim to a maximum outlay of \$200 per family per year. Subsequent claims are reimbursed at 100%.

Wherever possible, drugs listed under the Ontario Drug Benefit Program will be used.

Hospitalization: Semi-Private

If employees or their dependents require hospitalization, the plan will pay for the difference between ward and semi-private accommodation. This also applies to out-of-province and out-of-country situations.

Eve Glasses: \$200 per insured over two year period.

This includes dependents for Employees who have family coverage.

Coverage for eye glasses up to a maximum of \$200 for each insured every two (2) consecutive calendar years. One set of contact lenses during the lifetime of the insured person to a maximum of \$200, if visual acuity is improved to at least 20/40 level of acuity not possible through regular eye glasses. In all other cases, contact lenses would be subject to the same maximum as eye glasses.

Other Major Medical

Further coverage includes:

Paramedical	- \$500 per practitioner/year
Clinical Psychology	- \$1,000/year
Speech Therapy	- \$1,000/year
Nursing Care	- \$10,000/year to a lifetime maximum of \$25,000
Hearing Aids	- \$500/once every four years
Orthopaedic Shoes	- 100%, maximum 1 pair/year
Surgical Stockings	- 2 pair/year
Accidental dental	- unlimited
Ambulance	
Various Aids, services, supplies & related charges.	

Dental Coverage

Routine Work: 80% reimbursement

Employee will be reimbursed for 80% of the costs up to current ODA schedule for work performed by a dentist including:

- a) examinations, X-rays, tests, consultations
- b) Preventive services such as oral hygiene instruction, scaling, polishing, fluoride treatments and space maintainers for dependent children.
- c) fillings
- d) extractions, including impacted teeth
- e) anaesthesia, consultations
- f) treatment of gum disease (periodontics)
- g) root canal work (endodontics)
- h) major surgical
- i) denture adjustments, repairs, rebasing and relining

Major Work: 50% reimbursement

Employee will be reimbursed for 50% of the cost up to current ODA schedule of major work performed by a dentist including:

- j) removable partial or complete dentures (certain restrictions apply on replacement dentures or bridgework)
- k) crowns and inlays
- l) other major restorative

Medical and Dental forms will be processed at the Human Resources department at the following times:-

Day Shift Employees-	3:30 pm to 4:30 pm
Afternoon Shift Employees -	2:00 pm to 3:30 pm
Midnight Shift Employees -	8:00 am to 9:30 am

28.4 Payment of Premiums

All benefits for new hires will be paid by the Company upon completion of thirty days worked. If an injured Employee has been awarded a disability settlement by the Worker's Compensation Board and he is unable to return to work, payments of premiums by the Company will cease until such time as he returns to his own job or alternative work.

28.5 Lay-offs

Drug and Dental Plans shall be paid by the Company for thirty calendar days from day of lay-off.

28.6 The Company will reimburse to Employees on Weekly Indemnity the cost of physician's certification of illness slips.

28.7 Employees will be eligible for early retirement at age 60 or when they qualify for "90 factor" and will receive Company paid benefits to age 65 provided the Employee has a minimum of 10 years service at his retirement date.

28.8 Spouses of Employees who retired with a minimum of ten years of service will receive Company paid benefits until age sixty-five, except where such spouse is eligible to receive benefits elsewhere.

ARTICLE 29 - PENSION PLAN

Company pension contribution as of June 1, 2003 is \$2.25 per hour paid into the Employees Boilermakers Pension Plan.

The Union may elect to increase the annual pension contribution from the annual wage increase by a maximum of \$0.15 in years 3, 4, and 5.

ARTICLE 30 - PAY ALLOWANCE FOR DIRTY WORK

- 30.1 \$2.50/hour will be paid above their present rate for all work performed on a job site which is abnormally dirty, on new construction or repair.
- 30.2 When dirty work is in dispute, the Business Agent or his designate, and the Human Resources Manager or his designate, will decide on what will be classed as "dirty work."
- 30.3 \$2.50/hour will be paid above their present rate for all work performed below lower engine room gratings or floor plates and boiler room floor plates on repair work, unless area is reasonably clean.
- 30.4 \$2.50/hour will be paid above their present rate for all maintenance or repair work carried out on sewer, urinal or toilet drains which have been in use.
- 30.5 \$1.00/hour will be paid above their present rate for the installation and removal of fibre glass, rock wool and asbestos insulation.
- 30.6 \$2.50/hour will be paid above their present rate for welding, burning, grinding and heating on brass, bronze, aluminum, galvanized and/or "toxic" or "toxic covered materials". The rate for heating will only apply in enclosed spaces. \$2.50/hour will be paid above their present rate to all Employees directly engaged in the use of "toxic" glues.

This clause does not apply to Employees wearing air supplied breathing apparatus.

- 30.7 \$2.50 per hour will be paid above their present rate for all hours worked on arc air gouging.
- 30.8 When arc air gouging is performed in a confined space, \$2.50/hour will be paid above their present rate to all Employees working in the immediate area whose exposure to the above is as great or greater than the Employee performing the operation.
- 30.9 When work is being performed on "toxic" or "toxic covered material" in a confined space and, as a result, fumes are generated, \$2.50/hour will be paid above their

present rate to all Employees working in the immediate area whose exposure to the above is great or greater than the Employee performing the operation.

This clause does not apply to Employees wearing air supplied breathing apparatus.

- 30.10 When an Employee starts his shift on a job which qualifies for dirty money and is on a job at the end of his shift which also qualifies for dirty money, such Employee will be paid dirty money for the full shift.
- 30.11 It will be the responsibility of supervision to provide adequate ventilation and fume extractors, where such equipment is necessary for the protection of the Employee.
- 30.12 Each Employee receiving dirty money will receive the dirty money slip before the shift is complete.
- 30.13 \$2.50/hour will be paid above their present rate for all work carried out by the Engineering Department in the following areas of the wheelabrator: Paint Booth, Blast Chamber, Upper & Lower Hoppers and Dust Collector.

ARTICLE 31 - OUT OF TOWN WORK

- 31.1 Employees will be asked to work on out of town jobs based on classification seniority in the department. However, if the classification is exhausted, then the low man must go.
- 31.2 Employees who work out of town will be paid at \$2.00/hour above their present rate.
- 31.3 There will be no dirty money paid.
- 31.4 Travel time will not be paid within a 40 mile radius of the shipyard.
- 31.5 Employees will be paid only for actual hours worked, at the appropriate rate, when working within a 40 mile radius of the shipyard.
- 31.6 When Employees travel to a job where they cannot return home daily the Company will provide suitable rooms and meals and the Employees will be paid at the appropriate rate for all hours worked.
- 31.7 When meals are not provided at out of town locations, then the Employee will be given \$35.00 per day to purchase such meals, where the Employee cannot return home.
- 31.8 Overtime worked while on out of town jobs will be charged against the Employee's overtime total.

- 31.9 There shall be no trade delineations, complete flexibility of trades will exist. However, without affecting the production requirements within the yard, the Company will offer out of town work to Employees where it is essential that the Employee's skill is compatible with the requirements of the particular out of town job.
- 31.10 Employees will be provided with a Company vehicle to use in travelling to out of town locations or will be recompensed for use of his own vehicle at the applicable rate.
- 31.11 Out of town work will be voluntary except for the conditions outlined in 31.1.
- 31.12 A member of the bargaining unit shall be used for First Aid on all out of town work. If 15 men or less are employed on an out of town job, First Aider shall perform First Aid duties plus his own job function.

ARTICLE 32 - TRIAL TRIPS

- 32.1 Where feasible Bargaining Unit men will be used on trial trips.
- 32.2 Employees going on trial trips shall be allowed time at their applicable rate from pier to pier, with meals. The Company shall provide the Business Agent with a list of all hourly-rated Employees who are required on a trial trip for mutual agreement. This list will be supplied no later than three working days prior to the trial trip.

ARTICLE 33 - CHANGING SHIFTS

- 33.1 When Employees are required to change from one shift to another, Monday to Friday inclusive, they shall be paid the applicable overtime rates in accordance with Article 23.
- 33.2 This Article does not apply to Employees who request and are granted a shift change.

ARTICLE 34 - FIRST AID

- 34.1 First Aid equipment shall be available during working hours and in charge of an Employee qualified in such first aid work.
- 34.2 An Employee who is injured while in the course of his employment at work and is unable to continue work because of such injury shall be paid at the applicable rate for the balance of the shift on which he was injured.
- 34.3 The signature of the attending physician is required to qualify for such payment.

- 34.4 Such injured Employee shall receive necessary medical treatment, transportation to the physician's office or hospital and return transportation to work. If the doctor has signed a form that the Employee is unable to return to work, then transportation shall be provided to his residence at no cost to the Employee.
- 34.5 When the Company has arranged an appointment for an Employee for therapy as the result of an industrial injury and such therapy requires his absence from the yard for part of his regular shift, Monday through Friday, the Employee will be paid for all hours he has worked on that shift. He will be allowed to leave the yard one hour before the time of the appointment with no loss of earnings for that time. He will also be paid for any portion of the time spent in therapy that falls within his regular shift hours.
- 34.6 Sick or injured Employees may secure passout slips from the First Aid Department.

ARTICLE 35 - BEREAVEMENT LEAVE

- 35.1 In the event of the death of an Employee's parent, acting parent, mother-in-law, father-in-law, spouse, common-law spouse, brother, sister, child or grandchild, the Employee will be entitled to a leave of absence with pay for three consecutive working days, one of which shall be the day of the funeral, including Saturday, Sunday or Statutory holiday, if the Employee was scheduled to work on this (these) day(s). He will be paid eight hours per day at normal rates, including shift premium if applicable, but not to include overtime premium. Should an Employee not be advised of his bereavement until after the day of the funeral, he will be entitled to three days bereavement leave at the time of receiving such notice.

In the event of the death of an Employee's grandparent, sister-in-law, or brother-in-law, said Employee will receive a one day Leave of Absence with pay for the purpose of bereavement or attending the funeral of said grandparent, sister-in-law or brother-in-law.

- 35.2 An Employee who is bereaved while on vacation will be entitled to the same bereavement pay as he would have received had he been scheduled to work.
- 35.3 An Employee who acts as a pallbearer for a deceased Company Employee or a deceased Company Pensioner will be entitled to leave of absence on the day of the funeral and pay for eight hours at straight time rates including shift premium if applicable.
- 35.4 The Employee shall notify the Human Resources Department of the bereavement or request for leave to act as a pallbearer as soon as possible.

ARTICLE 36 - JURY DUTY

- 36.1 Compensation to Employees for time spent on Jury Duty or as a subpoenaed witness will be as follows:
- 36.2 The cheque received by the Employee from the court for Jury Duty or for acting as a subpoenaed witness, from Monday to Friday, inclusive, will be endorsed by the Employee and given to the Company.
- 36.3 The Employee's normal wages including shift premium where applicable will be paid for the time spent on Jury Duty or as a subpoenaed witness from Monday to Friday inclusive.
- 36.4 If the Court's cheque, which is given to the Company, includes expenses, the Company will reimburse the Employee for the said amount.

ARTICLE 37 - SUB-CONTRACTING

- 37.1 There shall be no sub-contracting of work undertaken by the employer until a meeting is held between the Negotiating Committee and Company representatives.

Both parties understand the requirement and need for sub-contracting in order to obtain the work and furthermore to complete the work in an efficient and effective manner.

In the event that the required information is not provided to the Union on a timely basis, the Negotiating Committee will have the right to demand a meeting with Senior Management.

- 37.2 It is the intention of the Company to endeavour to perform its normal and traditional work utilizing bargaining unit employees.
- 37.3 Sub-contractors will be required from time to time but there shall be no sub-contracting of work until a meeting is held between the Union and the Company.
- 37.4 The following provides a framework for the use and limitation of sub-contracting.

The Company agrees to restrict the sub-contracting of its normal production work to no more than 7% of the total production hours within each project.

The Company further agrees to restrict the sub-contracting of its normal production work to **no** more than 15% of the total production hours of any department within each project.

- 37.5 It is understood, however, that traditional sub-contracts are excluded from this restriction.

- 37.6 The Company agrees not to sub-contract its normal production work in excess of the specified percentages without the approval of the Union provided the company has the necessary tools and equipment and its employees are qualified to perform the work efficiently, economically and within the time limit for carrying out the project.
- 37.7 When work has been sub-contracted by an owner's representative prior to a vessel entering Company premises, the above clauses do not apply, and the Company shall furnish proof of such sub-contract.
- 37.8 Sub-contractors must comply with same safety regulations as Local 680.

ARTICLE 38 - TECHNOLOGICAL CHANGES

- 38.1 When new methods are introduced with a view to increasing productivity and efficiency and where Employees would be displaced by the new methods, the Company agrees that before the new methods are put into operation there shall be a meeting between the Company and the Negotiating Committee in order that those Employees affected by the new methods will be retained or placed in other jobs.

ARTICLE 39 - FLEXIBILITY

- 39.1 While work will normally be performed by Employees in the classification to which such work is assigned there will be flexibility of trades for the purpose of assisting the efficient production of the work in hand and reducing waiting time. Under these conditions any Employee in any department will perform any minor function, for which he has the ability, regardless of classification and regardless of the level of employment in the yard.

When tradesmen are assigned to work together on a job, they will assist each other in all functions of each other's trade.

Marine Steel Fitters are allowed to apply coatings on areas of damage such as lug and fairing tool removals.

ARTICLE 40 - WAGES

- 40.1 The schedule of Rates and Classifications attached herewith, and forming part of this Agreement, shall become effective on June 1, 2003 and remain in full force up to and including May 31st, 2008.

LIST OF DEPARTMENTS

CLASSIFICATIONS & JOB RATES

Steel Department

June ■ 2002

Marine Steel Fitter Class A	18.56
Marine Steel Fitter Class B	17.47
Marine Steel Fitter Class C	16.88
Marine Steel Fitter Trainee (High Rate)	16.00
Marine Steel Fitter Trainee (Low Rate)	15.49

Engineering Department

Marine Engineer Class A	18.56
Marine Engineer Class B	17.47
Marine Engineer Class C	16.88
Marine Engineer Trainee (High Rate)	16.00
Marine Engineer Trainee (Low Rate)	15.49

Service Department

Serviceman Class A	17.47
Serviceman Class B	16.59
Serviceman Class C	15.09

Special

Labourer Class A	14.00
Labourer Class B (Probation)	10.12
Painter/Blaster Class A	18.56
Painter/Blaster Class B	16.18
Painter/Blaster Class C	13.79

First Aid 16.58

Licensed Crane Operator 18.90

Magnetic Crane Operator 17.06

40.2 Wage rates will be increased on June ■ 2003 by 3.5%.

40.3 Wage rates will be increased on June 1, 2004 by 2.6%.

40.4 Wage rates will be increased on June 1, 2005 by 2.6%.

- 40.5 Wage rates will be increased on June 1, 2006 by 2%. If the percentage increase in the CPI for Canada between April 1, 2005 and March 31, 2006 is greater than 2%, then, the wage increase will be the CPI figure as a percentage.
- 40.6 Wage rates will be increased on June 1, 2007 by 2%. If the percentage increase in the CPI for Canada between April 1, 2006 and March 31, 2007 is greater than 2%, then, the wage increase will be the CPI figure as a percentage.
- 40.7 The Company will pay the Employees by direct bank deposit.
- 40.8 The following annual allowances will be paid in one lump sum after thirty (30) days of work have been completed:-.

<u>Classification</u>	<u>Boots</u>	<u>Leathers</u>	<u>Gloves</u>	<u>Tools</u>	<u>Total</u>
Marine Steel Fitter	\$120	\$100		\$80	\$300
Marine Engineer	\$120		\$50	\$80	\$250
Serviceman	\$120		\$50		\$170
Labourer	\$120		\$50		\$170
Painter/Blaster	\$120		\$91		\$211
First Aid	\$120		\$50		\$170
Licensed Crane Operator	\$120		\$50		\$170
Magnetic Crane Operator	\$120		\$50		\$170

The Company will pay for a renewal certification of the Licensed Crane Operators to a maximum of \$100.00 every three years.

YEARLY ALLOWANCES WILL APPLY TO NEW EMPLOYEES ON A PRO RATA BASIS.

Employees are to ensure they have the tools listed on the tool list for the required classification ready for use at any given time.

The Company will provide lock-up areas for the shops and for the berth for employees to keep their tool boxes.

- 40.9 Chargehands shall be paid 5% above the highest rate in the particular classification.

ARTICLE 41 -AMENDMENTS

- 41.1 Any and all amendments to be made to this Agreement shall be confirmed in writing by the Union Committee and the Company, and shall become part of this agreement.

ARTICLE 42 - MISCELLANEOUS

- 42.1 Employees using yard equipment or material which has to be returned to stores or lockups, will be permitted to return such equipment or materials 10 minutes prior to the 1st quitting whistle. Permission must be obtained from Supervision before such material or equipment is returned.

- 42.2 Where and when necessary to suit production needs, the Company will pay for renewal C.W.B. tickets.

- 42.3 All trucks shall be loaded to the satisfaction of the truck driver.

Truck drivers will be given adequate expense money before commencing any trip outside of the Yard premises.

- 42.4 On regular time and overtime, yard cranes will be used in preference to rental cranes.

When yard cranes are not available, the Company will rent, if required, cranes without operators, if feasible, for the use of Company licensed operators.

In the event that such rental cranes are not available without operators, the Company will recall the equivalent number of licensed crane operators to correspond with the number of rental crane operators for all hours worked by such rental cranes.

A yard licensed crane operator must be in attendance during the testing of any Company crane requiring such an operator.

- 42.5 Coffee runners will be allocated to work areas in the yard in the ratio of one to twenty approximately.

- 42.6 Where formalized on the job instruction is required for hourly rated employees, such instruction shall be given either by a staff member or a member of the bargaining unit. Members of the bargaining unit will receive chargehands rate while engaged in such instruction. Bargaining unit employees will act as instructors on a voluntary basis.

42.7 Apprentices:
Apprentices shall be on a probationary period of not more than sixty (60) days from date of hire before they are indentured to the trade.

Apprentices shall be at least of the minimum age of sixteen (16) years.

Apprentices shall not have less than Grade XII education or equivalent.

Apprentices shall be governed by the Ontario Ministry of Labour, Apprenticeship Branch.

The Company and the Union agree to the joint implementation of an apprenticeship program for the Marine Steel Fitter and Marine Engineer Department at the ratio of 1 to 25 employees to commence June 1, 2003.

42.8 Prior to the construction of any new building the Company will notify the Union.

ARTICLE 43 - DURATION OF AGREEMENT

43.1 This Agreement shall become effective on June 1, 2003 and shall remain in full force and in effect up to and including May 31, 2008.

43.2 It shall remain binding for a further period of one year, and from year to year thereafter, unless either party shall give to the other party notice of termination or amendment not more than sixty days nor less than thirty days prior to the expiration date of this Agreement.

ARTICLE 44 - INTEGRATION OF TRADE CLASSIFICATIONS

44.1 The plan that integrated the **Riggers** into the Class "B" Marine Steel Fitter classification will remain in effect for the duration of this agreement.

Cabinet Makers will be integrated into the Class "A" Marine Steel Fitter classification as jointly agreed upon by the Seniority List dated December 12, 2002.

Carpenters will be integrated into the Class "B" Marine Steel Fitter classification as jointly agreed upon by the Seniority List dated December 12, 2002.

The **Service Department** as listed by the Seniority List dated December 12, 2002 will remain intact for the duration of this agreement. There will be no further recruitment to this Department. Through natural attrition or by the employee's choice, this Department will reduce in numbers. Upon an increase in work, the required number of employees will be supplemented from any yard classification, regardless of layoffs throughout the yard. If the required number are not available from within the yard, the most senior laid off employee will be recalled.

The **Labour Department** as listed by the Seniority List dated December 12, 2002 will remain intact for the duration of this agreement. There will be no further recruitment to this Department. Through natural attrition or by the employee's choice, this Department will reduce in numbers. The remaining Labourers will be integrated into the Marine Steel Fitter Classifications as jointly agreed upon by the Seniority List dated December 12, 2002. Employees integrated into the Class "B" Marine Steel Fitter Classification will have the duration of this agreement to upgrade to Class "A" and be placed in the agreed upon seniority slot by the Manager, Human Resources and the Business Agent.

The **Mag Crane Department** as listed by the Seniority List dated December 12, 2002 will remain intact for the duration of this agreement. There will be no further recruitment to this Department. Through natural attrition or by the employee's choice, this Department will reduce in numbers. Upon an increase in work, the required number of employees will be supplemented from the Marine Steel Fitter classification.

While there is work in the Mag Crane Department for a full forty hour week, the employees of this Department will perform that function. If there is not a full forty hours of work in the Department, the Mag Crane Operator will be allowed to perform the work of a Marine Steel Fitter to make up the remainder of the forty hour week. If there is no work for the Mag Crane Operator, such employees would be subject to the layoff process and would not displace other Marine Steel Fitters. This clause does not affect the use of Article 12.22 or 39.1.

- 44.2 Recognizing that the integration of trades requires the employees to learn additional skills, the Company is committed to ensure that adequate training programmes and facilities are available in a timely manner. To accomplish these goals, a Joint Training Committee comprising of two (2) members each from the Company and the Union, along with respective Government Officials, will be established for the life of this Agreement.

- 44.3 It is intended that recalls and lay offs will be based on departmental seniority. However, there may be occasions when work requirements dictate the necessity for specific skills which could result in a lay off out of seniority. In this event, the Company will endeavour to minimise the displacement of more senior employees and will discuss this with the Union prior to implementation.
- 44.4 a) Any employee who has been certified competent by the company shall operate pendulum cranes and manlifts.
- b) Any employee who has been certified competent by the company shall operate the following equipment for the purposes of furthering their own work:-
trucks, tractor trailer, towmotors, bobcat, front end loader.
- 44.5 Due to the integration of trades within each department, it is understood that:
- a) while it is recognized that Rigging and Stagebuilding are primarily functions of the Steel Department, Employees of any Department shall perform Rigging and Stagebuilding functions for which they have been certified competent by the Company for the purpose of furthering their own work.
- b) any employee shall perform tacking and minor burning functions for which they have been certified competent by the Company for the purposes of furthering their own work.

ARTICLE 45 – INCENTIVE BONUS PLAN

- 45.1 An incentive bonus plan will be implemented by the Company during the term of this Agreement. The plan will pay bonuses to all workers based upon gains achieved in production. A joint Management and Union committee will oversee the design and implementation of the plan. Union and Management will meet yearly to determine reward.

The Company also agrees to implement an incentive plan for good attendance and safety.

NOTE: Any omissions or errors in the printing of this Collective Agreement by the Printer, after proofreading, shall not eliminate from the original proofread Agreement.

LETTER OF CLARIFICATION

RE: INTEGRATION OF TRADES TRAINING

Where new or greater skills are required than are already possessed by an affected Employee, such Employee will be given a combination of on-the-job training and training on their own time in order that they may upgrade their skills. The training period and course content will be established prior to commencement and may be extended by mutual consent.

There will be no reduction of wages or salary during the on-the-job training period.

Ross Serianni,
Manager, Human Resources
Port Weller Dry Docks

Dan Langlois,
Business Agent
Local 680

Dated this 12th day of December, 2002.

LETTER OF CLARIFICATION

RE: ARTICLE 37 - SUB-CONTRACTING

It is the Company's intention to perform normal production work in-house using Company Employees.

This means that sub-contractors will not be performing Hull Steelwork, Pulling Shafts, Removing Rudders, Installing Ballast Piping or Joiner Bulkheads when there are laid-off Employees in that department.

However, the Company reserves the right to sub-contract work when the equipment and/or skill level required is not available in-house or when work clearly cannot be completed economically.

Where possible, the Company will rent equipment for Company operators to use.

The Company may also purchase components from Companies who specialize in those products.

Prior to sub-contracting such work, the Company will discuss the issue with the Union and fully disclose all of the calculations, estimate preparation and quotations from sub-contractors. Where possible, this will be done before a contract is signed with the Customer.

Ross Serianni,
Manager, Human Resources
Port Weller Dry Docks

Dan Langlois,
Business Agent
Local 680

Dated this 12th day of December, 2002.

LETTER OF CLARIFICATION

RE: ARTICLE 44

Every effort will be made to utilize the Employees skills and abilities to the greatest advantage in order to enhance productivity.

Ross Serianni,
Manager, Human Resources
Port Weller Dry Docks

Dan Langlois,
Business Agent
Local 680

Dated this 12th day of December, 2002.

LETTER OF CLARIFICATION

RE: SENIOR EMPLOYEES

Where possible and without interfering with production, consideration will be given in order of Department Seniority to Senior Employees for allocation to shop work when such work is available in their classification, provided they have the necessary skills and ability to perform the job function.

Ross Serianni,
Manager, Human Resources
Port Weller Dry Docks

Dan Langlois,
Business Agent
Local 680

Dated this 12th day of December, 2002.

LETTER OF CLARIFICATION

RE: USE OF EQUIPMENT

An Employee shall operate any piece of equipment for which he has been certified as competent by the Company, i.e. Pendulum Cranes, Trucks, Tractor Trailer, Towmotors, Bobcat, Front End Loader, Manlift, etc.

The Company intends to use the items listed above as tools of convenience, which would be used by an Employee to further his own job.

Ross Serianni,
Manager, Human Resources
Port Weller Dry Docks

Dan Langlois,
Business Agent
Local 680

Dated this 12th day of December, 2002.

LETTER OF CLARIFICATION

**RE: FUNCTIONS OF CABINET MAKER, CARPENTER, SERVICEMAN,
AND LABOURER**

All functions of the Cabinet Maker, Carpenter, Serviceman, and Labourer Departments have been integrated into the remaining yard classifications and will be performed by any employee provided that he is competent to do so.

Ross Serianni,
Manager, Human Resources
Port Weller Dry Docks

Dan Langlois,
Business Agent
Local 680

Dated this 12th day of December, 2002.

LETTER OF CLARIFICATION

RE: PERSONAL TOOLS

Employees are to ensure they have the tools listed on the following tool list for the required classification ready for use at any given time.

The Company will provide lock-up areas where possible in the shops and at the berth for employees to keep their tool boxes.

List of Personal Tools Required

Marine Engineer Class "A"

- 9 in. level
- 2 lb. ball-peen hammer
- hack-saw
- center punch
- chisel
- chalk/plumb line
- 14 in. pipe wrench
- 24 in. x 16 in. steel square
- 15/16 in. x 1 in. box end
- 1-1/16 in. x 1-1/8 in. box end
- 1-1/4 in. x 1-7/16 in. box end
- 18 in. level
- 3/4 in. box end
- 24 in. pipe wrench
- 8 in. combination pliers
- 1/2 in. drive sockets 1/4 in. to 1-1/4 in.
- 100 ft./30 m. tape
- 1/4 in. thru to 1 in. box ends
- tube cutters 1/4 in. thru to 1 in.
- tube cutters 1 in. thru to 2 in.
- wire cutters/pliers
- drift pins
- 1 set combination wrenches to 1-1/4 in.
- screwdrivers – Robertson, Phillips, Flat
- tin snips
- combination square
- ea. 1 set hex key wrenches – standard & metric
- adjustable wrenches to 15 in .
- vice grips
- 6 in. feeler gauges
- 12 ft. tape measure
- tool chest

Marine Steel Fitters

- Plumb Bob
- 2 lb. hammer
- 16 ft. tape measure
- 100 ft. chalk line
- center punch
- 2 ft. square
- aluminum 2 ft. level
- solid nut spring dividers
- 12 in. adjustable wrench
- wrenches up to 5/8
- needle nose pliers
- tool chest

Ross Serianni,
Manager, Human Resources
PortWeller Dry Docks

Dan Langlois,
Business Agent
Local 680

Dated this 12th day of December, 2002.

LETTER OF CLARIFICATION

RE: SANDBLAST UNITS

All sandblast units shall be equipped with dead man switches to ensure the safety of operators.

Ross Serianni,
Manager, Human Resources
Port Weller Dry Docks

Dan Langlois,
Business Agent
Local 680

Dated this 12th day of December, 2002.

DULY EXECUTED BY THE PARTIES HERETO AT TORONTO, ONTARIO

THIS 12th DAY OF DECEMBER, 2002.

Alan S. Thoms, President
Canadian Shipbuilding & Engineering Ltd.

Alexander C. MacDonald,
International Vice-president

W. Wesley Allan, Vice-president, Operations
Canadian Shipbuilding & Engineering

Stan Petronski,
International Representative

Douglas G. Stones, Vice-president, Finance
Canadian Shipbuilding & Engineering Ltd.

Dan Langlois, Business Agent
Local 680

Robert Houston, Operations Manager
Port Weller Dry Docks

Michel Latour, Negotiating Committee
Local **680**

Ross Serianni, Manager, Human Resources
Port Weller Dry Docks

Mike Stevenson, Negotiating Committee
Local 680

Vince Marsala, Negotiating Committee
Local 680

Kevin McKinnon, Negotiating Committee
Local **680**

John Wiebe, Negotiating Committee
Local 680