

COLLECTIVE AGREEMENT

BETWEEN

INDUSTRIAL UNION OF MARINE AND
SHIPBUILDING WORKERS OF CANADA
LOCAL NO. 3

UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA AFL - C I O - C L C
LOCAL 840

SAINT JOHN MARINE CRAFT UNION

LOCAL NO 13 OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA AFL-CIO-CFL

LOCAL 2282 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO-CLC

AND

SAINT JOHN SHIPBUILDING LIMITED

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Article 1 - Definitions

- 1.01 In the present collective agreement, the following words shall have the following meaning unless otherwise specifically mentioned.
- A. "Agreement" The present collective agreement.
 - B. "Employee" A person to whom the collective agreement applies according to the terms of article 3.
 - C. "Journeyman" An employee who by virtue of his/her experience in his/her present classification or by his/her having successfully completed a course of apprenticeship in his/her respective trade or improvership and is qualified to perform work normally done by a journeyman of his/her classification or trade. In the case of carpenters and pipefitters, journeymen must hold a N.B. Trades Certification or equivalent. In the case of Local 2282, journeymen hired subsequent to the signing of this agreement must hold a N.B. Trades Certificate or equivalent.
 - D. "Apprentice" An employee indentured in his/her trade as specified by New Brunswick Training and Certification Act assented to March 28th, 1969 or any amendment made thereto.

Article 2 - General Purpose

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

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

Article 3 - Union Recognition

- 3.01 A. The company recognizes the following list of Unions as the sole and exclusive bargaining agents on behalf of the employees mentioned in the various orders of certification issued in their favour by the Labour Relations Board or Industrial Relations Board of the Province of New Brunswick and all classifications included or added to the collective agreements by mutual consent. Any classifications deleted from previous agreements will remain within the respective union should such classification be required in future.

Industrial Union of Marine & Shipbuilding Workers of Canada - **Local No. 3**

United Brotherhood of Carpenters & Joiners of America
- Local 840 AFL-CIO-CLC

Saint John Marine Craft Union

Local No. 2282 of the International Brotherhood of Electrical Workers AFL-CIO-CLC

Local 213 of the United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States & Canada AFL-CIO-CFL

- B. The company recognizes Local 3 as the sole and exclusive bargaining agent of the employees mentioned in the order of Certification issued in its favour by the Labour Relations Board or Industrial Relations Board of the Province of New Brunswick on the 19th day of July 1948, and the 23rd day of April 1965, and the 13th day of June 1975, and the 19th day of September 1975 and all classifications included or added to Appendix "A" of this agreement by mutual consent. Classifications deleted from previous agreements will remain within the jurisdiction of Local 3 should such classifications be required in the future.
- C. Jurisdiction - Local No. 213
All piping, pipefitting and fixtures for all work carried out by the Company in Saint John on Marine work and all other pipe work with the exception of the following:
i. Items manufactured for exclusive installation by other pipefitting local in North America.
ii. Installation or completion of new mains to or in the shipyard buildings.
- D. Jurisdiction - Local No. 2282
The making, erecting, assembling, installing, maintaining, repairing or dismantling of all or any parts thereof of all Electrical apparatus and equipment for all work carried out in the shipyard or in Saint John,
- E. Jurisdiction - Local No. 840
The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fibre, cork and composition and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of equipment and all materials used by members of the United Brotherhood.

Our claim of jurisdiction, therefore, extends over the following divisions and sub-divisions of the trade for all work carried out in the shipyard.

Carpenters and Joiners, dock and wharf carpenters, timbermen, shipwrights,, boatbuilders, ship carpenters, joiners and caulkers, cabinetmakers, bench hands, stair builders, millmen, wood and resilient floor layers and finishers, carpet layers, shinglers, siders, insulators, acoustic and dry wall applicators, shorers, lumber and sawmill workers, furniture workers, model making, reed and rattan workers, box makers. Regardless of material used and all those engaged in the operation of wood working or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers of any of the above divisions and the use of any instrument or tool for layout work, incidental to the trade. When the term "Carpenters and Joiners" is used, it shall mean all the divisions or sub-divisions of the trade.

The foregoing appertains to the recognized work of the trade.

F. Jurisdiction - S.J.M.C.U.

The making, erecting, assembling, installing, maintaining, repairing or dismantling of all or any parts thereof of all machinery and mechanical devices for all work carried out in the shipyard and for all the company's work carried out in Saint John, Within the above definition of jurisdiction, past practice shall govern except as modified by article 16.

- 3.02 When a jurisdictional dispute arises, the affected unions will investigate the alleged dispute and discuss the matter.

Failing a satisfactory settlement of the dispute, management (Department Head level) will meet with the unions involved and listen to the facts and issue a directive in writing no later than twenty-four (24) hours. Once the directive has been issued it may only be changed by referring it to the Labour and Employment Board.

Should any party be dissatisfied with the directive then the party may refer the matter to the New Brunswick Labour and Employment Board.

- 3.03 A. Union representatives will not be discriminated against for carrying out duties according to the terms of this Agreement. Before a union representative can be suspended or discharged, the matter will be discussed with the President of the Union and the Manager, Industrial Relations and one (1) other union officer. In the case of Local 213, such matters will be discussed with the chief shop steward, one other union officer and the Manager, Industrial Relations.
- B. For the purpose of this article the union shall submit the list of names of union representatives after their election or appointment for the purpose of Union recognition.
- C. No agreement or special arrangement, oral or written outside of the terms of this agreement shall be made by the Company, or any representatives of the Company, with any individual employee or group of employees, covered by this agreement. Any such agreement or special arrangement shall be a violation of this agreement, unless properly negotiated between the company and the Union's Negotiating Committee.

- 3.04 A. No staff employee shall be allowed to replace or work as an hourly rated employee or use tools of the trade. On the job instruction will normally be carried out by bargaining unit employees.
- B. In the performance of staff functions such as surveying or inspection, staff personnel may operate snorkel lifts and scissor lifts to carry out their duties during non scheduled working hours.
- C. For SJMCU, any employee who ~~has~~ received training will be expected to pass on their training to other SJMCU members on the job.
- D. For Local 2282, any employee who has received training will be expected to pass on their training to other Local 2282 members on the job.

Article 4 - Union Security and Check-Off

- 4.01 A. Each employee as a condition of employment must be and remain a member in good standing of the Union during the term of this Agreement.
- B. A new employee must, as a condition of employment, become a member of the Union, within five (5) working days and remain a member in good standing for the duration of this Agreement. The initiation fee to be deducted from subsequent pays if employee does not have same.
- C. In the case of Local 2282 and S.J.M.C.U., a new employee must, as a condition of employment, become a member of the Union, within sixty (60) working days and remain a member in good standing for the duration of his employment. The initiation fee to be deducted from pay only upon official notification from the union.

- D. In the case of Local 840, a new employee must, as a condition of employment, become a member of the Union, within thirty (30) working days and remain a member in good standing for the duration of his employment. The initiation fee to be deducted from pay only upon official notification from the union.
 - E. In the case of Local 213, a new employee must, as a condition of employment, make application to the union within thirty (30) days.
- 4.02 The company shall deduct weekly from the pay of each employee the regular weekly dues and any dues adjustment as determined by a resolution of the union, a certified copy of which shall be sent to the company. All such dues deductions shall be recorded on each employee's T-4 slip.
- The company shall remit such dues to the properly designated officer of the union on or before the 15th day of the following month in which such dues have been deducted. The company shall submit a list showing the names and yard numbers of the employees from whom the weekly deductions have been made.
- 4.03 In the case of Local 2282 the company shall deduct from the first pay of every month the regular monthly dues, or any other deductions as determined by a resolution of the union, and considered acceptable by the company. A certified copy of which shall be sent to the company. The company shall remit such dues to the properly designated officer of the union by the end of the same month with a listing showing the names and yard numbers of the employees from whom the deductions have been made.

- 4.04 In the case of Local 213, the company shall deduct once per month from the pay of each employee the regular monthly dues as determined by a resolution of the union, a certified copy of which shall be sent to the company. The company shall deduct such dues on the first pay day of the month and shall remit such dues to the properly designated officer of the union within two (2) weeks after the pay day on which such dues have been deducted, with a list showing the names in alphabetical order and the yard numbers and the social insurance numbers of the employees from whom the deductions have been made.
- 4.05 In the case of Local 840 the company shall deduct union dues or any other deductions as determined by a resolution of the union on the first pay of the month and shall remit such dues or deductions to the properly designated officer of the union within two (2) weeks after the pay day on which such dues have been deducted with a list showing the names in alphabetical order and the yard number and social insurance numbers of the employees from whom the deductions have been made. All such dues deductions shall be recorded on each employee's T-4 slip.
- 4.06 The company will inform the union in advance of the hiring of a new employee or of the recall of an employee. New employees or recalled employees, if the employee has been laid off in excess of one year will not start work after being hired until after being properly indoctrinated on the subjects of safety and quality by company representatives in conjunction with a respective union safety steward as well as two other union officials. This indoctrination shall not exceed 2 hours from its commencement.

Article 5 - Management Rights

- 5.01 Subject to the terms of this agreement, the company has the right to direct its working force, to hire, suspend or discharge for proper cause, promote, demote, assign or transfer any employee and to increase or decrease the work forces of the Company. Should any employee believe that management has violated the terms of this Agreement in exercising such Management Rights, the issue shall be dealt with in accordance with grievance procedure as outlined in article 23. Nothing in this clause limits the functions of management except as such functions are limited by this agreement.

Article 6 - No Lockouts, No Strikes

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

The following definition appears in the Industrial Relations Act:

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

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

The following definition appears in the Industrial Relations Act:

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

Article 7 - Seniority

- 7.01 A. Employees accumulate two types of seniority:
Service Date
Departmental Seniority
- B. Service date seniority means the length of continuous time with the company.
- C. Departmental seniority means the length of continuous employment in a department (classification). For SJMCU the wording is department or classification.
- 7.02 A. An employee having acquired seniority rights is placed on:
1. a service date list, and
 2. a department seniority list. Employees assigned to a department appear on a department seniority list of their department in order of their departmental seniority which starts on the first day of their perma-

ment assignment to such department. In the case of Local 3 apprentices with less than two years seniority are listed separately on the departmental seniority list. In the event of lay off, they are laid off first with the exception being journeymen who have not established seniority rights in which case they will be laid off first.

For the purpose of the present clause an assignment to a department becomes permanent on the 30th day of the assignment.

3. An employee with sixty (**60**) days worked in any fifteen (15) month period will be considered as having acquired seniority and the effective date of the commencement of his continuous employment shall be deemed to be three (3) months prior to the sixtieth (60th) day worked but in no case shall it be earlier than the employees first day worked for the company. Overtime work will not be credited towards the completion of the probationary period.

For the purpose of recall and lay off departmental seniority shall prevail. However, in all cases where employees cannot meet the minimum requirement to do the work at hand, journeymen will be given alternate employment in their classification without the loss of rate and will not be laid off until such time as their date has been reached in their classification.

- C. Training will be offered by seniority in the department to which the training or qualifications apply provided the employee is available, i.e. the employee is not actively assigned to a job that he has been previously trained for.

However, if it is found necessary to reduce (lay off) in such classifications then alternative work in their classification, if available, will be given to senior employees who have not accepted or who have failed such training. (For SJMCU, as per this agreement). The company will maintain training records and provide such information to the appropriate union officers.

- D. All new employees hired by the company will be subsequently laid off or recalled on the basis of seniority. However, there may be a necessity by the company because of new specialized job for a new employee to be bypassed to complete the job on hand. In such event the duration of the job exceeds 30 working days, the company agrees the additional training required for the bypassed employee to upgrade his/her skill and ability will begin on the first shift of the following week.
- 7.03 A. Applicable to Local **3** only. In the event of a lay off, an employee or employees affected will have the option of transferring to a department where they have established seniority or taking the lay off.
- B. Applicable to Local **3** only. An employee accepting transfer to avert a lay off shall accumulate seniority in the department from which the employee is transferring, but will not accumulate seniority in the department to which he/she is transferring.
 - C. Applicable to Local 3 only. An employee laid off shall continue to accumulate seniority and shall be entitled, while laid off, to exercise that increased seniority to bump into the department from which he was laid off.
 - D. Applicable to Local 3 only. There will be no employees hired in any department from which there are employees transferred.

- E. Applicable to Local 3 only. Employees who transfer from one department to another for the purpose of training in the department to which the employee has transferred will not be accredited with seniority for time spent training until such employee has been assigned to the department for production.
 - F. Applicable to Local 3 only. An employee with seniority in the labourer classification who has been transferred to a higher paid classification and who reverts to the labourer classification to avoid a lay-off will not lose his/her position on the seniority list in the higher paid classification for rehire purposes and will be credited with labourer seniority for the time worked in the labourer department while on lay-off from the higher paid classification.
 - G. Applicable to Local 3 only. An employee working in another department, due to lay-off, upon recall must immediately return to the department from which the employee is laid off or relinquish all seniority in the department from which the employee is laid off.
 - H. Applicable to Local 3 only. An employee does not have the right to opt out of a department where the employee has established seniority and is working unless officially laid off.
- 7.04 Employees shall lose their seniority rights and employment with the company shall be terminated if they:
- A. voluntarily quit the Company;
 - B. are discharged and the discharge is not reversed through the grievance procedure;
 - C. 1. Fail to report to work within five (5) working days after being notified by the company that the employee is recalled from lay off.

The company recalls employees by telephone to the last number left by the employee with the personnel office. If the company cannot reach an employee personally, and if the employee does not report to work at the time requested, a registered or certified recall letter will be sent to the last address left by the employee with the personnel office, along with a copy to the union.

An employee is notified of a recall at the time the employee is personally contacted or at the time the certified or registered letter is received or returned by the post office as being undeliverable, in which event the grievance committee will be notified immediately. However, an employee will not lose his/her seniority rights if the employee fails to return to work because of sickness or injury provided the employee has informed the company of such situation during the recall period and can substantiate this reason with a doctor's certificate. Such employee may exercise his/her seniority and return to employment upon becoming capable of doing so, failing which the employee will lose his/her seniority.

2. Applicable to Local 213 only. An employee will not lose his seniority if he refuses a recall and will have the right to bump for a period of thirty (30) days provided an employee in the same classification is available for work. If an employee declines to exercise his/her rights within this time limit, he/she will relinquish all seniority rights. This thirty (30) day period may be extended should it be found and proven that a recalled employee is actively enrolled in a training program at a recognized teaching facility. This extension may be for a maximum period of twenty-six **(26)** weeks and upon the termination of

the twenty-six (**26**) weeks the employee must return to work unless that duration is extended by mutual agreement between the company and the unions or the employee will relinquish all seniority rights.

3. Applicable to Local 213 only. An employee exercising these bumping rights shall return to work immediately following the expiration of the period of notice required to be given to the bumped employee by article 7.05.

Applicable to Local 3, 2282, 840, and SJMCU only. Employees will not lose their seniority unless they refuse three consecutive recalls. On each occasion a recall may only be refused if there is an employee or employees in the same classification on lay off and available for work. On the third recall the affected employee or employees must report for work within thirty days or relinquish all seniority rights. This thirty day period may be extended should it be found and proven that a recalled employee is actively enrolled in a training program at a recognized teaching facility. This extension may be for a maximum period of twenty-six weeks and upon the termination of the twenty-six weeks the employee must return to work or relinquish all seniority rights. For the purpose of article 7.04 D, employee's seniority is not reactivated when they refuse a recall.

5. If an employee refuses a recall, the company at that date will send the said employee a registered letter stating the date on which the employee has been recalled and the deadline date on which he has to return to work. A copy of the letter will immediately be sent to the grievance committee.
6. An employee who reports to work within the thirty

(30) day period and is unable to go to work due to a lay off prior to him reporting will not lose his seniority and will have the date on which he reported noted by personnel, a copy of which will be given to the employee in question and the grievance committee.

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- D. are absent due to lay off for a period of forty-five **(45)** months from January 1st, **1996**. Employees laid off subsequent to the signing of this collective agreement will retain recall rights until the expiration of the next forty-five **(45)** months from the date of lay off.
 - E. Fail to return to work upon termination of an authorized leave of absence.
 - F. Employees within the bargaining unit of Local #3 who accept transfer to another bargaining unit within the shipyard may do so for a maximum period of thirty (30) days. Should the said employee opt to remain within the other bargaining unit for a period greater than thirty **(30)** days, he will relinquish all department seniority rights to recall within Local #3.

7.05 The shop steward concerned or in his absence another union officer shall be notified and given a list in duplicate by 3pm Monday of those employees to be laid off at the end of their last working shift of the same week. In the case of ship repair the shop steward or in his absence another union officer will be given a list in duplicate of employees to be laid off by mid shift of the day prior to the lay off. This lay off will be effected at the end of the next day. Failing this the lay off will not take place until proper notification is given.

- 7.06 Employees laid off will be allowed one (1) hour with pay at the end of their regular shift on the day of lay off to obtain necessary clearances.
- 7.07 New employees shall be on strict probation for a period of sixty (60) working days. Employees who feel they have been unjustly dealt with have the right to grieve.
- 7.08 A list in triplicate will be sent to the Union Office in the yard of all employees hired, recalled, discharged, transferred from one classification to another or who have resigned within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.
- 7.09 In the case of the craft unions, any errors in the seniority list will be dealt with between the Personnel Department and the President of the Union or his appointee.
- 7.10 Apprentices are credited with seniority for all time worked as an apprentice.
- 7.11 Employees with seniority who are transferred to staff retain their established seniority for a period of (30) days from the date of their promotion. Employees who revert to hourly rate within this thirty (30) day period retain established seniority but shall not be credited with additional seniority for the time spent on staff.
- 7.12 Employees laid off while on compensation or sick benefits will be notified that they are laid off by the company in the form of a registered letter.
- 7.13 Duly elected or appointed union representatives referred to in this collective agreement will remain on the shift in which they were elected or appointed provided there is work in their department on that shift. (Applicable to Local 3 only).

- 7.14 Visa Workers who are employed by the company as per classification to remain in the same classification for the duration of their stay and not to be transferred from one classification to another at any time. Union to be notified one (1) month prior to all Visa Workers coming into the yard.
- 7.15 In the event of any lay off, Visa Workers employed by the company shall be laid off before journeymen and apprentices in the departments which are involved in the lay off.
- 7.16 All employees with seniority on January 1, **1996** will retain seniority and recall rights for a period of forty five (45) months from January 1st, 1996, except for employees who have voluntarily forfeited their recall rights between January 1, 1996 and the signing of this contract. Employees who lose their seniority in accordance with 7.04D will be given consideration by the company for future new employment opportunities. Individuals who are subsequently rehired within five (5) calendar years will be accredited with yard service of previous years with the company for the purpose of calculating vacation entitlement.

Article 8 Technological Change

- 8.01 "Technological Change" or "Automation" shall mean:
- A. the introduction by the Company into its work place, undertaking or business, of equipment or material or machinery of a different nature or kind than that previously used in the operation of the work place, undertaking or business and
 - B. a change in the manner in which the Company carries on the work, undertaking or business, that is related to the introduction of that equipment or material or

machinery.

- 8.02 If the Company decides to introduce technological change that is likely to substantially affect one or more employees and the working conditions or manning levels associated with a particular area of work, then:
1. The Company shall give the Union notice of the technological change at least ninety days prior to the date on which the change is to be affected.
 2. The notice shall be in writing and shall state:
 - a. the nature of the technological change;
 - b. the date upon which the Company proposes to effect the change;
 - c. the approximate number and classification of employees likely to be affected by the change;
 - d. the effect the change is likely to have on the manning levels or working conditions of the employees affected.
- 8.03 The Company shall meet the Union Negotiating Committee within two (2) weeks of the notice being given and discuss the changes necessary to the job classification as these relate to union jurisdiction, wages, working conditions, training and manning levels related to the work and the people affected. Training will be in accordance with article 7.02D.
- 8.04 Every reasonable effort will be made to reach a satisfactory settlement. An issue may be pursued through the grievance procedure, however, in the meantime the new system, method or equipment will be operated. In the event an issue is pursued to the arbitration process, the arbitrator's jurisdiction shall exclude the subject of manning levels.

In the event of an issue being pursued pertaining to union jurisdiction resulting from the introduction of a technological change, the matter may be referred to the Labour and Employment Board.

Article 9 - Wages

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

9.02 Pay Day - Wages for all shifts will be paid every week by means of direct deposit to the financial institution of the employee's choice. Wages will be deposited and available by commencement of the banking day on Thursday for the preceding work week ending on the preceding Sunday inclusive. For day shift employees pay vouchers will be given to the employees on Wednesdays. For night shift employees pay vouchers will be available on Tuesday.

Any errors resulting in a short pay for day shift or night shift employees will be corrected and paid by means of cheque at the end of the shift on Thursday or by means of cash at noon Friday.

For weekend shift employees notice of perceived short pays must be received by the manager/team leader no later than 9am on Friday. Short pays will be paid by means of cash at the end of the Friday shift. Pay vouchers for weekend shift employees will be available at the commencement of the shift on Friday.

It is the responsibility of the employee to report any perceived error in his/her pay to the manager/team leader by end of shift on Wednesday.

To facilitate direct deposit an automated banking machine will be provided at the main security gate when the workforce is in excess of five hundred (500).

9.03 An employee resigning, discharged or laid off shall remove all personal property immediately and shall receive all wages due and record of employment within forty-eight (48) hours, provided necessary clearances have been obtained with the exception of special circumstances which will receive consideration. In the event the company fails to provide wages due within the forty eight (48) hours the employee(s) shall receive an additional eight (8) hours pay. (Saturdays, Sundays and paid holidays not included).

9.04 A. An employee who is scheduled to work and who reports to the manager/team leader or, if this is not possible, receives a reporting acknowledgement voucher from main gate security, is entitled to five (5) hours pay at regular rate, unless work is unavailable because of inclement weather, fire, interruption of water supply, power failure or other similar causes as stated above beyond the control of the company and the employee has been so notified before leaving the yard or home before the start of the employee's next regular shift or overtime period, or such notice has been broadcast over two (2) of the local radio stations at least two (2) hours prior to the start of the employee's next regular shift or overtime period.

In the situation contemplated in this article, the terms of article 7.05 do not apply.

NOTE: In the event of work being unavailable due to unforeseen circumstances employees will be sent to the lunchroom without loss of pay.

- B. An employee on lay off who is called to work and reports to personnel and is sent back home due to lack of work or cancellation of recall is entitled to five (5) hours pay.
- 9.05 The company agrees to provide a weekly payroll Savings plan at the Bayview Credit Union by means of a payroll deduction from all employees who wish to participate.

Article 10 - Hours of Work

- 10.01 The hours of work shall be in accordance with the schedule and hours described in Schedule "A" attached. The company will notify the union two weeks in advance of its intent to introduce the night shift and weekend shift and will discuss the manning of these shifts.
- 10.02 Should the company or any bargaining unit wish to change the hours of work schedule on 1 August 1998 then the parties will meet and discuss alternative shift arrangements with the objective of allowing the shipyard to operate efficiently on a seven day basis. Should an alternative shift not be mutually agreed upon by 1 September 1998 then by majority vote of employees working in the yard, Schedule "B" found herein will be reinstated.
- 10.03 For day shift and night shift the company recognizes that 2 ten minute, on the job, coffee breaks will be taken, one at approximately the middle of the first half of the shift and another at approximately the middle of the second half of the shift.
- 10.04 An employee requested to transfer from one shift to another shift during a work week shall be notified so that at least seventy-two (72) hours elapse between the end of the shift on which he is notified that he is

transferring, and the beginning of the shift to which he is transferred. This will not apply to persons notified on Friday for a shift change for the following Monday. The union shall be notified of shift transfers on the same day as the affected employee is notified.

10.05 Any employee who has been available for work for a full work week, but on account of transferring from one shift to another has been unable to work his full work week will be compensated for such time lost.

10.06 The company will determine the requirements for operation of the shift(s) and will provide and discuss with the grievance committee or appropriate union representative the qualifications and number of employees required. Then, manning of shifts will be offered to volunteers on a seniority basis. When it is found there is an insufficient number of the necessary volunteers, the situation will then be addressed by the grievance committee or appropriate union representative. Every reasonable effort will be made to accommodate the situation. Failing such the selection will be in the reverse order of seniority with the junior employee having the required qualifications being assigned to the shift in question.

For the craft unions, volunteers will be expected to remain on a shift for an indefinite period of time. However, volunteers may request a shift change with two weeks notice after a minimum of three months on a weekend or night shift.

For the craft unions, employees assigned to weekend

or night shifts in accordance with this sub article, due to lack of sufficient volunteers, will not be required to remain on that particular shift for a period in excess of four weeks. If there are still insufficient volunteers at the expiration of the four week period, the referenced employees will be replaced by an equal number of employees utilizing next senior employees with the required qualifications in the classification.

10.07 When the company finds it necessary to employ a special shift other than mentioned in this article, the hours of work for the special shift shall be negotiated between the company and the union before the special shift commences. All other conditions and provisions will be within the terms of the collective agreement. (Refer to article 3.03 C).

10.0 Employees will be allowed five (5) minutes immediately prior to the end of their regular working shift to which they are assigned, for the purpose of putting tools away. Employees working in remote locations (oil wharf and burma wharf) will be granted ten minutes immediately prior to the end of their regular working shift, for the purpose of putting tools away, if facilities are not at such locations.

NOTE: The hours of work for day shift employees may be changed to 7:00am to 5:30pm by the majority vote of the employees working in the yard.

SCHEDULE "A"

Sun	Mon	Tue	Wed	Thurs	Fri	Sat
WE/S	D/S	D/S	D/S	D/S	WE/S	WE/S
N/S	N/S	N/S	N/S			

Hours of Work:

Mon / Tue / Wed / Thurs (Day Shift)
7:30am to 12:30pm
12:30pm to 1:00pm (Unpaid Lunch Break)
1:00pm to 6:00pm

Mon / Tue / Wed / Thurs (Night Shift)
6:00pm to 11:00pm
11:00pm to 11:30pm (Unpaid Lunch Break)
11:30pm to 4:30am

Fri / Sat / Sun (Weekend Shift)
7:00am to 7:40pm

Employees assigned to weekend shift shall receive 40 hours of straight time pay for 36 hours worked during a standard Friday, Saturday and Sunday shift. Employees shall be afforded two unpaid 20 minute lunch breaks, the first of which will be taken at 11 or 11:30am and the second at 3 or 3:30pm to suit production requirements.

SCHEDULE "B"

- A. Day Shift (Shift No. 1) 8 hours work per day.
 - **8:00** am to 12:00 noon
 - 12:30 pm to 4:30 pm
- B. Evening Shift (Shift No. 2) 8 hours work per day.
 - **4:30** pm to 8:30 pm
 - **9:00** pm to 1:00 am

- C. Night Shift (Shift No. 3) 6 1/2 hours work per day
 - 1:00 am to 4:00 am
 - 4:30 am to 8:00 am

NOTE: Should the hours of work found in Schedule "B" be introduced it is recognized that other articles or sub articles shall require amendments.

Article 11 - Overtime

- 11.01 A Any hours worked outside an employees scheduled shift hours will be paid at the rate of time and one half. All employees are expected to work all scheduled work days.
- B. In any event when overtime rates are payable in accordance with **11.01(A)** no less than one half hours pay at the applicable rate will be paid for working any part thereof.
- 11.02 Employees requested to work overtime, before or after their scheduled shift, for at least two (2) hours shall receive one-half hour paid break at the applicable rate prior to commencing regular scheduled shift hours or prior to commencing overtime hours after a regular scheduled shift. This will also apply every four hours thereafter assuming the employee is required to work overtime in excess of five (5) hours.
- 11.03 Employees called into work prior to the commencement of their normal shift shall be paid at the applicable overtime rate until a break is granted. This break if called in at least three hours prior to the commencement of their shift to be one hour. The break if called in less than three hours prior to the commencement of their shift to be one-half hour. These breaks to be paid at the applicable rate.

- 11.04 A one-half hour break will be granted after each four hours of overtime worked.
- 11.05 Employees assigned to one of the shifts mentioned herein, who have worked the regular shift hours and who are required to work thereafter and their work continues to and beyond three (3) hours of overtime and on completion of such work, shall take an eight (8) hour consecutive rest period before being called or returning to work. If the hours of rest overlap in whole or in part with the hours of the employee's next shift, such overlapping hours will be paid at straight time rate provided the employee reports to work immediately after the rest period.
- 11.06 A. It is recognized that overtime work, while voluntary on an individual basis, is essential at times in industry. In the event the company is unable to attain voluntary employees for overtime purposes then the union will make every reasonable effort to provide the necessary employees to meet the overtime needs. As the next step, the company may require the junior qualified employee to perform the work. For the craft unions only, in the event the junior qualified employee has legitimate personal justification for being unable to work then the next junior qualified may be directed to work the overtime.
- B. Overtime shall be divided as equally as possible among employees on the job concerned, with journeymen given first opportunity. In the event employees on the job concerned decline the overtime then the employees in such classification in the shop, on the ship or work site whichever is applicable will be asked.
- To ensure compliance with the principle of "divided as equally as possible" the company and the union

will meet at the end of every third month to review overtime hours worked and suggest changes in the placement of employees if it is believed that excessive overtime is being worked in any particular area.

- 11.07 A. Employees requested to work overtime on the following day and the company cancels the overtime during the following day, such employees shall be paid one (1) hours pay at the employee's regular straight time rate.
- B. If while working on a regular shift it is necessary to work through the regular; lunch period, opportunity for an alternative lunch break will be provided within one (1) hour after the employees' regular scheduled lunch break.
- 11.08 Employees called in to work overtime on a scheduled day off or a paid holiday and who were not notified before the end of the previous shift, will be paid from the commencement of the hour in which they were called provided the employee arrives on the job within ninety (90) minutes.
- 11.09 Overtime transportation: In the event of employees on overtime work finishing when buses are not running, the company shall provide means of transportation or reimburse employees, within forty-eight (48) hours, for cost of such transportation to land them adjacent to their homes, if the employee or the company has been unable to make arrangements for their transportation.
- 11.10 For the purpose of overtime distribution employees on the job will not be displaced on the last two (2) shifts of their normal scheduled work week when a job is in progress.

Article 12 - Paid Holidays

12.01 A. The recognized paid holidays shall be the following:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- New Brunswick Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- One Additional Holiday (1st unpaid scheduled work day after Boxing Day)

- B. The shipyard will shut down commencing at the end of the regular working shift on December 24th and will remain closed until commencement of regular shifts on the regular work day immediately after New Years Day in each year of this collective agreement. All working days with the exception of those identified as paid holidays during this period according to article 12.01 (A) or those paid for in accordance with 12.02 (B) will be approved unpaid absences.
- C. An employee who is recalled and is subsequently laid off, prior to the one additional holiday referred to in 12.01A, will be entitled to eight hours pay, to be paid at Christmas, if the employee has worked 500 hours throughout the year. For the purpose of calculating the 500 hours, time on compensation or weekly indemnity throughout the year will be considered as time worked. For the purpose of this article, the year will be considered from 01 January to 31 December.

- 12.02 A. An employee with seniority is entitled to eight (8) hours pay at the employee's regular wage rate for each paid holiday referred to in article 12.01 (A) which falls on a scheduled day of work.
- B. An employee with seniority is entitled to eight (8) hours straight time pay when a paid holiday falls on a non scheduled working day. These hours will be paid in the pay week in which they fall. As an alternative, the employee must advise the Payroll Department, one week in advance, to retain payment for subsequent holidays until the Christmas shutdown week or deposit payment for such holidays into their Bayview Credit Union account. If an alternative is selected it shall remain in effect for the balance of the calendar year.
- C. An employee who has not established seniority is entitled to eight (8) hours of pay at the regular rate of wage for each paid holiday.
- 12.03 Employees who work on a paid holiday will be compensated at the rate of time and one half for all hours worked, in addition to the normal holiday pay.

Article 13 - Bereavement Pay

- 13.01 A. In the event of the death of an employee in the bargaining unit, two (2) employees of the union may attend the funeral of the deceased member and if the funeral is held on a regular working day the entire scheduled working day at straight time shall be allowed to each employee. This to be done at the discretion of the grievance committee or appropriate union representative.
- B. In the event of the death of a retired employee one (1) member of the employee's former union may attend

the funeral and shall be paid for the entire scheduled working day at the employee's regular rate. Alternatively two (2) members may attend and shall be paid one-half (1/2) shift each at their regular rate. This to be done at the discretion of the grievance committee or appropriate union representative.

- 13.02 A. In the event of the death of the spouse, child, mother, father, brother, sister, step parents, mother-in-law or father-in-law, an employee shall be granted a paid leave of absence for the next four (4) working days.
- B. In the event of the death of a parental grandparent or grandchild of an employee, a paid leave of absence will be granted for the next three (3) working days.
- 13.03 Employees claiming leave of absence under this article must furnish proof of death of the relative. Bereavement pay (refer 13.02) will not be granted if the claimant is on leave of absence, compensation, group insurance or lay-off at the time of the death of the relative.
- 13.04 An employee shall receive their regular rate for each scheduled working day of absence granted, according to the terms of the present article.
- 13.05 In the event of unusual circumstances surrounding a death, such as extensive travel requirements or delayed funeral arrangements, the company will work cooperatively to accommodate the employee's special requirements.

In the case of Local 3 only, special arrangements, however, will provide unpaid leave for up to four (4) scheduled working days.

Article 14 - Vacation With Pay

- 14.01 A. The shipyard will shut down for a period of one (1) week commencing the last Monday in July of each year for the purpose of employees taking their annual vacations.
- B. In the event the company finds it necessary to work during the planned shutdown employees required to work will be notified two (2) weeks prior to the shutdown. In the first instance, selection of employees to work the shut down will be on a volunteer basis from the employees on the job. Should the company be unable to attain the necessary volunteers from employees on the job, it will consider employees from an advertised listing who have the qualifications for the work to be carried out, in order of seniority. Should the company be unable to attain the necessary qualified volunteers it may require the junior qualified employees to work. However an employee who is directed to work the shutdown (referenced junior qualified employees) and suffers a financial loss on account of a cancelation of reservations will be compensated for any financial loss, i.e. booking fees, reservation deposits.
- C. Employees who have worked the shut down or part thereof in accordance with 14.01(B) will be given the opportunity to take their annual vacation at a later date.
- 14.02 Effective July 1, every employee who on June 30th of any year has accumulated service credits with the company will be granted vacation and vacation pay according to the following table:

Service Credits	Percentage of Earnings	Vacation	Optional
0 to 3 years	4%	2 weeks	
4 to 6 years	5%	2 weeks	1 week
7 to 10 years	6%	2 weeks	2 weeks
11 to 12 years	9%	2 weeks	3 weeks
13 to 15 years	11%	2 weeks	3 weeks
16 years +	12%	2 weeks	3 weeks

(Consistent with article 10, one week equates to a normal working week).

The additional vacation for employees with four (4) or more years service is optional, and an employee will not be compelled to take them.

- 14.03 For the purpose of the present contract, vacation pay is excluded from "total earnings".
- 14.04 Accrued vacation pay will be paid every week (in accordance with article 9.02) and deposited directly into the financial institution of the employee's choice.
- 14.05 A. Employees shall be able to take their optional vacation in increments of at least one (1) day at an earlier or later date by notifying the company of such intent at least five (5) days prior to the commencement.
- B. Due to unforeseen circumstances an employee with more than one weeks annual vacation shall be eligible to take up to five days separately, by notifying the company prior to the commencement of the shift being taken off.

Article 15 - Trial Trips

- 15.01 Any employee assigned to trial trips shall be paid from wharf to wharf in accordance with the following:
- A. Regular shift hours worked Monday through Sunday inclusive, including hours worked on sea trials, will be paid at straight time. For the purpose of this article a regular days work is ten (10) hours. In any event, employees assigned to trial trips will be compensated for loss of hours should the employee lose hours as a result of working only ten (10) hours in accordance with this provision.
 - B. Any hours worked in excess of regular hours contemplated by (A) while on sea trials, will be paid at time and one-half.
 - C. Any unworked hours while on a trial trip, will be paid at the rate of 50% of the employees' basic rate.
- 15.02 Employees on trial trips shall perform the work in accordance with the terms contemplated by article 16.
- 15.03 For operational and safety purposes, vessels will be manned and watches will be stood in compliance with Coast Guard standards. In the event an employee is unable to work ten hours due to Coast Guard Regulations the employee will then receive wage compensation for a minimum of ten working hours per day.
- 15.04 If trained employees exceed the number required for trials, employees will be rotated on a basis of 50% change for each vessel. This applies to deckhands and wheelmen only.
- 15.05 Food and accommodations on board ship, on trial trips, shall be appropriate and arranged by the ship manager or outfitting supervisor prior to trial trips.

- 15.06 For craft unions, where it is possible to rotate trained employees on sea trials, without affecting operations, management will use its best efforts to do so.

Article 16 - Flexibility

- 16.00 General language applicable to all employees.
- A. It is vital to the company that waiting time and other inefficiencies be reduced to the minimum. To achieve those objectives employees will cooperate and strive to progress and complete the company's work more efficiently, under the terms of this flexibility article.
 - B. Employees, if capable, will be expected to perform those functions necessary to implement this article. The company will provide training to allow employees the opportunity to acquire the skills and abilities they need to perform the work safely.
 - C. The principles expressed in this flexibility article shall form the basis for the interpretation and application of flexibility.
 - D. This article is not intended to alter the certification orders of the bargaining units. This article permits flexibility and assistance as described, but does not shift jurisdictional responsibility between unions. However, this article does modify jurisdictional rights, but only to the extent necessary to fully implement this flexibility article.
- 16.01 Flexibility within Local 3 only.
- A. Within Local 3, all classifications, except labourers and auxiliary workers, will operate flexibly with one another. Each employee is expected to work in a fully flexible manner to progress and complete his or her own work. Full flexibility means that an employee will undertake

any task (except as limited by this article) to minimize inefficiencies and maximize productivity as long as the employee possesses the necessary skill and ability and can do so safely.

B. Each employee within Local 3 is expected to be self servicing as long as the employee possesses the necessary skill and ability and can do so safely. Self servicing shall not include:

- Crane operation for lifts in excess of 3 tons except on the flat and curved assembly line where cranes may be operated by any qualified Local 3 employee up to 12 ton.
- Slinging and rigging loads will be limited to the same extent as crane operations.
- Staging in excess of 10 feet (in accordance with article 19.31).
- Driving transporters.
- Driving forklifts.
- Driving galions.
- Operating mobile cranes.
Driving tractor trailers.
- Operating monotower cranes.
- Slinging for monotower cranes.
- Rigging for monotower cranes.
- Touch up painting will be restricted to the application of primer.
- Reinstalling insulation.
- Burning, tack welding or fabric-

ation on the part of painters and insulators.

- Striping paint on bars and webs on the assembly line to be carried out by painters.

- C. The auxiliary worker classification will be comprised of and restricted to full flexibility and interchangeability of the former classifications of stager, crane operator, rigger slinger, rigger splicer, equipment operator, monotower crane attendant, serviceman and hose & line repairman. These employees will be expected to perform functions within the former classifications. However, they will also, when possible, assist Local 3 Shipbuilders.

Duration of assistance: to progress the job at hand a member of the auxiliary worker classification may render assistance until manpower from within the Shipbuilder classification can be obtained without disrupting other jobs or until the end of the shift being worked, whichever comes first. However, no shift shall commence under the circumstances outlined above, nor shall any job continue as such on a day to day basis.

- D. All employees within Local 3 hired by the company with a service date of 01 July **1996** or later will be hired into any one of the following classifications: shipbuilder, stationary engineer, auxiliary worker, labourer, painter/blaster and insulator.
- E. Following are the classifications included within the bargaining unit.

Shipbuilder includes former classifications of plater, welder, boilermaker, burner, steelworker, machine operator, steelchecker, panel line sorter.

Auxiliary Worker includes former classification of stager, crane operator, rigger splicer, rigger slinger, equipment operator, monotower crane attendant, serviceman, and hose and line repairman.

Stationary Engineer

Labourer includes the former classification of semi skilled.

Painter/Blaster

Insulator

Caulker/Chipper

- F. Employees skilled in a certain trade or type of work within a classification will generally be assigned to work the employee knows best and will spend the majority of time performing functions within his or her classification.
- 16.02 Flexibility within the craft unions only.
- A. In an effort to eliminate down time and inefficiencies the four craft unions agree that all classifications within the respective bargaining units will operate flexibly with each other.
 - B. All tradesmen within the four craft unions will work toward eliminating down time by being flexible. The above employees from any of the craft unions will carry out functions normally performed by employees of the other three respective craft unions if required to progress and complete their own work providing they have the necessary skills and can do so safely.
 - C. All tradesmen from the four craft unions will assist each other in the area requiring assistance. When assistance is required at no time will those assisting outnumber journeymen in the primary classification.

D. Duration of assistance - if there are no tradesmen of a respective bargaining unit available to render assistance to progress the job at hand, without disrupting other jobs, a member of another craft bargaining unit may render assistance until manpower from within the bargaining unit requiring assistance becomes available or until the end of the regular shift. No shift shall commence under the terms outlined above nor shall any job continue as such on a day to day basis.

16.03 Flexibility and assistance among Local 3 and the craft unions.

A. Flexibility

Each shipbuilder, painter/blaster, insulator and craft union tradesmen will be permitted to fasten and unfasten permanent fixtures in order to progress and complete his or her own work more efficiently. Such work shall not include any change to permanent structures.

Employees within the craft unions will perform their own: grinding; tack welding; burning; touch-up paint (limited to primer); removal of insulation and truck driving of one-half ton or less for servicing their own job. Such work is permitted to allow employees to progress and complete their own jobs.

B. Assistance

Auxiliary workers will, when possible, assist craft union employees. To progress the job at hand a member of the auxiliary worker classification may render assistance until manpower from within the bargaining unit requiring assistance can be obtained without disrupting other jobs or until the end of the half shift being worked, whichever comes first. However, no half shift shall commence under the circumstances outlined above, nor shall any job continue as such on a day to day basis.

- C. Nothing in this sub article shall be considered as reducing or eliminating the flexibility previously practiced between the craft unions and Local 3 or as provided elsewhere in this agreement.

Article 17 - Outside Work Conditions

- 17.01 Travelling time to and from jobs outside the boundaries of the City of Saint John using the most direct route shall be paid for at the rate of which the employees would be paid on the job.
- 17.02 Inclement Weather: Employees working on jobs outside of the Saint John area shall be paid at their current rate of wages, for 100% of all time lost due to inclement weather or other causes beyond the control of such employees. In this respect, such an employee who is unable to live at home but makes it a practice to spend non scheduled work days and legal holidays at home who is asked to work non scheduled work days and legal holidays and loses time due to inclement weather or other causes over which the employee has no control, shall be paid on a straight time basis at 100% of all time so lost.
- 17.03 A. Transportation Expenses: The cost of transportation incurred by an employee in going to and from jobs outside the City of Saint John, together with reasonable expenses incurred, shall be paid by the Company. Expense claims must be backed up by receipts.
- B. If the company requests an employee to travel with their own car to an outside job, the following allowances for use of employee's car in lieu of other transportation, shall be paid.
- Twenty-six cents (**26¢**) per kilometre for employee's car. Four cents (4¢) per kilometre for each additional employee travelling in the same car - to be paid to owner of vehicle.

- C. Employees travelling as noted above at Company's request will carry all reasonable tools of their trade along with tools of other employees travelling with them as passengers. The company must notify the Union of employees going on outside work.
- 17.04 Employees working on jobs outside the boundaries of the City of Saint John, whose homes are not in the district or who are unable to return home at night, shall be allowed the cost of adequate room and board while so employed.
- 17.05 Employees working on jobs outside the yard shall not be required to return to the yard to punch out if the job completes within two (2) hours from the end of the regular shift, without loss of pay.
- 17.06 If an employee working outside the yard comes under the jurisdiction of another local which requires a working permit, the company shall pay the cost of such working permit.
- 17.07 Warm dry accommodation for lunch period shall be provided.
- 17.08 For the purpose of this article 17 the Canaport Buoy will be considered as being outside the boundary of the City of Saint John.
- 17.09 Employees requested to work on jobs outside the shipyard will be selected on a voluntary basis from employees with the necessary skills and ability. Should the company be unable to attain the necessary volunteers it may direct the necessary manpower. For Local 3 and 213, should the company be unable to attain the necessary volunteers it may direct the necessary manpower in reverse order of seniority provided the individual(s) have the necessary skill and ability.

Article 18 - Apprentices

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- 18.01 A. The Apprenticeship Plan is set up in accordance with the New Brunswick Industrial Training and Certification Act. Each Apprenticeship Plan shall be monitored by an Advisory Committee consisting of the Training Officer (who shall be chairman), two other company representatives, three union representatives from the appropriate union and one representative from the New Brunswick Department of Advanced Education and Labour who shall have voice but no vote. Meetings to be held monthly if any of the parties have matters to discuss.
- B. An apprentice will be rotated upon the request of the advisory committee.
- 18.02 An apprentice shall be allowed to work pertaining to their own trade according to their capabilities providing the work does not interfere with the rotation of on-the-job training and in accordance with the recommendations of the advisory committee.
- 18.03 Apprenticeship openings will be posted in the yard for at least one (1) week and hourly rated SJSJ employees will be given first opportunity to qualify. The selection of the apprentices will be in accordance with the recommendations of the Advisory Committee provided the candidates meet the company requirements.
- 18.04 Apprentices will be evaluated approximately every nine hundred (900) hours worked from the time they enter the course. If satisfactory progress and interest is not shown, they may be cancelled from the course.
- 18.05 Apprentices will be required to attend classes as required by the Department of Advanced Education and Labour. The instructor or representative from the Department

- of Advanced Education and Labour will keep the Advisory committee informed on the attendance and progress of the apprentices at school.
- 18.06 Apprentices will be treated the same as any other employee in the yard in regard to attendance at work. Attendance at Modular Training is also essential and will be watched closely. Failure to attend classes regularly may result in an apprentice being cancelled from the course.
- 18.07 No apprentice will be permitted to transfer from one department to another department while taking their apprenticeship course other than to avert a lay off or special circumstances which will be considered by the Advisory Committee. (Applicable to Local 3 only).
- 18.08 Any problem an apprentice may have relating to the apprenticeship programme must be submitted through the Advisory Committee.
- 18.09 Apprentices will be allowed to work-overtime, in accordance with article 11. Any overtime worked by apprentice will count as time served on their apprenticeship.
- 18.10 Apprentices will not outnumber journeymen on jobs requiring more than three men.
- 18.11 In the event of a failure in any division of the Modular Training, the Advisory Committee shall review the standing of the apprentice with regard to rewriting the examination.
- 18.12 Difference in regular weeks pay and Canada Manpower allowance shall be paid by the company for all employed apprentices attending Modular Training Classes as a part of their apprenticeship programme. The company shall also pay the registration fee for employed apprentices to attend Modular Training Classes. The company

shall not be responsible for the purchase of any supplies associated with an apprentice's modular training classes.

- 18.13 The number of Apprentices employed by the company shall not exceed the ratio of 1 to 5 Journeymen. Both parties agree to meet and discuss any problems which may occur regarding this ratio.
- 18.14 The seniority of apprentices is determined according to article 7.
- 18.15 An apprentice who fails his/her apprenticeship is not to be terminated until the joint advisory committee has received written confirmation from the Department of Advanced Education and Labour.
- 18.16 Upon an apprentice failing their final block (modular) training exam and one rewrite an apprentice will be granted a leave of absence (if he/she so desires) to attend another block (modular) training at NBCC before another rewrite. The company will not be responsible for any wages while an apprentice is on this leave of absence. Such an apprentice must attend the next available class after his/her rewrite which will be arranged through the advisory committee. Seniority rights will be maintained.

Article 19 - Safety

- 19.01 The company shall make provisions for the safety, sanitation and health of its employees in accordance with this article, the Occupational Health and Safety Act, and any other applicable governmental legislation
- 19.02 A. The Joint Health and Safety Committee shall be comprised of the Manager/Safety and five other representatives of the Company. The Unions shall name six repre-

sentatives, two from Local 3 and one from each of the four craft unions.

- B. Each member of the committee shall alternately act as chairman of the committee and serve in that capacity for three (3) months. The Manager-Safety is responsible to have minutes of the meeting kept and posted by five (5) pm. the following working day.
- C. The Union and the Company will hold regular monthly Safety Committee meetings. employees attending these meetings will be paid by the company for attending these meetings.

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

to ensure that decisions of the committee be carried out with the least possible delay.

to regularly inform the committee of the implementation of its decisions.

19.04 The manager/safety will fill out a report on any accident/incident to an employee, a copy of which will be given to the union safety steward and kept on file.

19.05 Employees will initiate the necessary action to have an unsafe condition corrected either by correcting it themselves or reporting to a manager/team leader, union safety steward or company safety representative. The employee may also report the incident to a shop steward if necessary.

19.06 A. Employees will report directly to any manager/team leader and request immediate action to correct any violation of this safety article, any violation of the Occupational Health and Safety Act or any such Act

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applicable to the shipbuilding industry. Failing to take such immediate action as requested, the employee may contact the safety steward to have the matter resolved within a reasonable amount of time as agreed to by the safety steward and manager/team leader. The manager/team leader will inform the safety manager or safety officer of the concern. Failing to take such action as requested the employee may refuse to carry out the assignment and invoke the right to refuse in accordance with the Occupational Health and Safety Act. Employees may also report the incident to a shop steward if necessary.

- B. The appropriate Union Safety Steward(s) to be informed as soon as possible to accompany Government Safety Inspector(s) who are on site when working conditions or equipment are being inspected or when dealing with any matter regarding Health & Safety or when a Safety Inspector is called in either by the company or the Union.
- C. Copy of all correspondence regarding safety in the yard to be given to the members of the Joint Health and Safety Committee.
- D. The company shall recognize safety stewards named by the bargaining units. Safety stewards shall be allowed to attend to safety business and do so without loss of pay when necessary in accordance with the following formula:

less than 100 members/shift = 1 hour/day
101 to 300 members/shift = 2 hours/day
301 to 500 members/shift = 3 hours/day
over 500 members/shift = 1/2 shift/day

The allowed time referred to in this article may be extended if the manager/team leader approves additional

time. If the safety steward is requested to attend a meeting by the manager/team leader this additional time will be paid by the company. The manager/team leader will immediately investigate, along with the safety steward any perceived safety concern brought to his attention.

IT IS SJSL'S ABSOLUTE COMMITMENT TO PROVIDE A SAFE WORKING ENVIRONMENT AND AT NO TIME WILL THE COMPANY COMPROMISE THE SAFETY OF ANY EMPLOYEE.

- 19.07 It will be the responsibility of the company to adequately ventilate working spaces. Installation of primary ventilation equipment will be carried out by labourers. All employees requiring at the source ventilation will connect same from the primary source. If it is not possible to ventilate any area then the company will provide air fed masks, hoods or shields for the purpose of personnel working in the area in accordance with the Occupational Health and Safety Act.
- 19.08 A. If necessary all open arc automatic welding machines to be provided with exhaust attachments before the job starts. Welder operators to be responsible for hooking up exhaust attachments, to be enforced by the manager/team leader on the job.
- B. Where a dispute arises regarding the use of automatic or semi-automatic welding in confined spaces, the matter will be discussed between the manager/team leader and the Shop Steward with a view to solving the problem and if necessary the matter will be dealt with by the Manager/Safety and Union Safety Steward.

- 19.09 Any employee working with, on or near hazardous material shall be provided with adequate protective equipment as conditions may warrant and material safety data sheets (MSDS). Protective devices shall be provided and maintained by the Company. Employees will not be expected to reuse contaminated disposable coveralls. This clause will not apply where inorganic paint or any other coating, the fumes of which may be injurious to health are the hazard, in which case article 19.10A will apply.
- 19.10 A. Except for weldable coatings, inorganic zinc paints and all other coatings, the fumes of which may be injurious to health, must be kept back at least four (4) inches from all places to be burned or welded or heated where four (4) inch masking tape is not used. This article to be strictly adhered to.
- B. Prior to the company introducing new weldable coatings the manager/safety and the union safety steward or their designates will test such products to ensure that the fumes created by welding, burning or heating such product are within the acceptable T.L.V. The results of such testing will be provided to the joint health and safety committee.
- 19.11 All air-fed, canister type masks, hoods are to be kept in a sanitary condition and cleaned by the employee before and after use, for the safety and health of the employees. Employees will be provided with a container to store such equipment.
- 19.12 A. No galvanized welding will be allowed in shops, unless in designated areas. These areas will be properly ventilated.
- B. When galvanized metal is welded in place on ships, the areas concerned will be properly ventilated and isolated from areas where other employees are working.

- 19.13 When sandblasting, spray painting, buffing, grinding, insulating, welding, burning or gouging is causing a dangerous condition to other workers in the close proximity, the manager/team leader will decide the priorities of work and relocate the employees to ensure that there shall be no work hazard.
- 19.14 At the source ventilation will be provided and utilized to remove exhaust fumes created by all vehicles (except those operated by propane) when they are in the shops.
- 19.15 Emergency lighting will be installed and maintained at all appropriate locations within the yard.
- 19.16 There will be a properly lighted and maintained walkway through the yard which will be free from any obstacles. Lights for gangways and stairways on ships to be wired in a safe and proper manner.
- 19.17 Work areas on dock floors, ships, and properly marked shop walkways are to be kept clear of dirt and debris.
- 19.18 Men working on engine bases shall have peaked covering supplied to protect them from falling objects.
- 19.19 Main accesses to shops and work sites will be cleared, salted or sanded as soon as possible after snow or ice storms. Access to and from areas in docks will be kept clean of silt and debris.
- 19.20 The corporate doctor shall have the authority to recommend to the company the suspension of any employee whom the doctor has reason to suspect of infection with communicable or contagious disease, until such employee has obtained a doctor's certificate stating that their condition has been corrected. If, by this procedure, an injustice has been done to any employee, the said employee shall be reimbursed for all time lost.

- 19.21 Employees operating cranes must at the discretion of the Management, submit themselves to periodic physical examinations. Satisfactory results of such examinations are required to continue to be employed in this classification. Every effort will be made to find other suitable employment in the yard for anyone failing the examination.
- 19.22 A. First Aid requirements shall be as required in Part 2 - Section 12 and 13 of the Occupational Health & Safety Act and Regulation. On each of the shifts mentioned in article 11 during overtime which involves ten (10) or more employees a qualified First Aid Attendant or someone holding a Saint John Ambulance Certificate (senior) shall be available to the First Aid Room.
- B. A First Aid Attendant or an employee holding a Saint John Ambulance (senior) certificate shall be on duty and the First Aid Room be opened during meal hours.
- C. The company shall provide suitable means of transportation for persons injured on the work site.
- D. The company will have a suitably equipped vehicle within the yard for the purpose of providing first level of emergency response.
- 19.23 The personnel department may permit an employee to return to work following an extended absence due to an injury or sickness. Such employee must produce a company physical capacity form that has been completed by the attending physician stating the employees physical condition and capacity for work, determined by the specific sickness or injury. Such information must be produced upon returning to work otherwise the employee will not be permitted to return until such time as the information has been submitted.

Receipted costs incurred by the employee for having the company physical capacity form completed will be reimbursed by the company.

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

If the employee returns to work with no limitations after an extended absence the attending physician may simply check the box marked "return to work without restrictions". Should an employee be returning to work with restrictions refer to appendix G.

19.24 Some form of adequate temporary heating and shelter is to be installed on ships under construction, being refitted or repaired, for the betterment of working conditions during periods of cold weather, and where necessary this to apply to maintenance jobs.

19.25 A. On an as required basis, employees who are primarily responsible for carrying out hot work will be provided with protective leather gloves by the company. Gloves will be replaced as they become worn out or destroyed by turning same in to the manager/team leader.

B. Welders and gougers will be provided with protective leather clothing. Furthermore, on an as required basis, other employees who are primarily responsible for carrying out hot work will also be provided with protective leather clothing. Leather clothing is on loan from the company.

C. Employees working on cable crews will be provided with protective leather gloves. Gloves will be replaced as they become worn out or destroyed by turning same into the manager/team leader.

- D. Pipefitters engaged in brazing will be provided with protective leather gloves. Gloves will be replaced as they become worn out or destroyed by turning same into the manager/team leader.
- 19.26 All marine panels or fibreglass gratings shall be cut on open decks or with vacuum type saws or in specially designated areas.
- NOTE: If it is found that a vessel has asbestos on board and removal is found to be necessary then provincial legislation procedures will apply and be adhered to.
- 19.27 Chipping, caulking or gouging will not be performed in tanks or other enclosed spaces while other employees are working in these spaces.
- 19.28 No hourly rated employee shall be allowed to work in a dangerous place or to work after regular hours unless accompanied by another qualified SJSL employee.
- 19.29 A. Employees will remove their scrap, materials, garbage, etc. from their own work area and place in containers or locations and keep their own work area in a safe condition. Employees are permitted to use a broom if necessary to accomplish the above in an efficient manner.
- B. All debris piled in an area during any shift will be removed from the ships/shops prior to the end of that shift by employees in the labourer classification.
- 19.30 It is the responsibility of the Operator to ensure that unauthorized persons do not ride on trucks, tractors, mobile cranes or other mobile equipment.
- 19.31 All staging must be erected, adjusted and dismantled by qualified stagers within the auxiliary worker classification until other employees within the auxiliary

- worker classification are trained to do so safely. This will not prevent other Local 3 men from moving planks provided such planks are no higher than ten feet up. Other Local 3 men may also move low trestles, portable or mobile stagings up to a maximum of ten feet high to suit the job.
- 19.32 All parties must cooperate to the fullest possible extent towards the prevention of accidents and the promotion of safety and health.
- 19.33 The Company will not use Granlac Blasting Grit.
- 19.34 A. In the first instance employees will be provided with one pair of prescription safety glasses, that fit properly, if required. Thereafter, prescription safety lenses will be supplied if diagnosed as being required. The test and lenses will be paid for by the company and supplied by a vendor of the company's choice.
- B. All employees will have a hearing test within a reasonable period and thereafter employees in specific areas on a periodic basis.
- 19.35 Employees will use radios when stripping tanks and will be responsible for the same amount of work as others. (Applicable to Local 3 only).
- 19.36 Employees working under certain conditions will be supplied with coveralls/whites before the job starts at the discretion of the manager/team leader after consultation with the shop steward.
- 19.37 All employees, as a condition of employment, shall wear safety hats and safety glasses on the job and other safety equipment when directed by management, the Union Safety Steward or as required by law.

- 19.38 All operating machinery and equipment will be inspected and maintained by the plant engineer or his assistant as required by law or after excessive use. The log of inspection will be available to the safety committee or safety steward upon request. Faulty equipment is to be repaired immediately.
- 19.39 The Company will use wire rope, 2" x 4" wood or chain as guardrails.
- 19.40 All welding on permanent ship ladders, staging lugs, shore lugs and lifting lugs is to be done by a qualified journeyman welder with a CWB or equivalent when installed.
- 19.41 Employees who have to work in hazardous spaces which cannot be properly ventilated will be supplied with adequate protective equipment as conditions may warrant. All space heating devices shall be vented to atmosphere.
- 19.42 When toilets or galleys are in use aboard dry-docked vessels, proper arrangements will be made and maintained for the disposal of waste matter prior to employees working in the area.
- 19.43 Before large numbers of employees (other than docking or undocking crews) required to do their normal work are allowed aboard ships in the Dry Dock area, safe gangways must be put in place. Employees will not be required to work at the bottom of the docks when a ship is being moved in or out of an adjacent dock while under its own power or under tow.
- 19.44 It is the responsibility of supervision to arrange that:
- (a) all debris, scrap and garbage will be removed before moving units,
 - (b) loose hangers shall be removed before units are

- moved into the paint and blast shop,
- (c) all debris, scrap and garbage will be removed before units are erected,
- (d) final cleaning will be done by labourers.

- 19.45 The company will provide (or replace for good reason) any safety devices or equipment, i.e. safety hats, safety glasses, hearing protection.
- 19.46 All health and safety standard operating procedures (S.O.P.) will be followed. Any problem arising out of the interpretation of a health and safety S.O.P. will be dealt with through the joint health and safety committee.
- 19.47 The company will maintain an inventory of safety boots for the purpose of short term loan to employees when circumstances warrant.
- 19.48 When requested, the company will cooperate fully and assist employees in attaining medical appointments in an effort to reduce waiting time.
- 19.49 Except for that which is provided for in article 16 or that which has been established as past practice, moving and shipping of all equipment and machinery that cannot be manhandled physically by no more than two persons in a safe manner and therefore requires rigging will be carried out by auxiliary workers.
- 19.50 For SJMCU, when setting up and operating large portable boring bars the company shall assign two responsible employees, if required for a safe and efficient operation.
- 19.51 Employees engaged in the removal of paint for hot work will use whatever attachment necessary to a grinder to carry out this work safely.

Article 20 - Group Insurance

20.01 Group Insurance Benefits - These benefits will be on a cost shared basis in two categories. All employees must participate in the plans.

<p style="font-size: 2em; transform: rotate(-90deg);">7/2 240 7/2 11/2 20 11/2</p>	<u>Category "A"</u>		
	Health & Life	100% Employer Paid	✓
	Health Wise (Blue Cross)	(Appendix "F1")	P88
	Life Insurance	40,000	
	A.D. & D.	40,000	
	<u>Category "B"</u>		
	Disability Benefits	100% Employee Paid	✓
	W.I. 4-8-52	\$350 / week tax free	

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

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

Providing the employee's claim has been approved and the required medical information is submitted to the insurance company, cheques will be issued on a weekly basis.

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

NOTE: Employees on W.I. or L.T.D. prior to 22 February

1996 will be eligible to receive or continue to receive L.T.D. benefits in accordance with the L.T.D. plan prescribed by the collective agreement dated 1993 - 1995.

COST BREAKDOWN OF GROUP INSURANCE BENEFITS DESCRIBED IN ARTICLE 20

EMPLOYERS COSTS

	Monthly	Weekly
Life Insurance	16.80	3.88
A. D. & D.	2.00	46
Health & Dental (Health Wise)		
Single	37.19	8.58
Family	111.52	25.74

Rates are subject to change based on experience.

EMPLOYEE'S COSTS

	Monthly	Weekly
DISABILITY		
- Weekly Indemnity **	48.03	11.08

** \$350.00 per week tax free W.I. benefit.

Rates are subject to change based on experience.

Article 21- Subcontracting

Introduction

Subcontracting has been an important and integral part of the shipbuilding process. One of the company's objectives will be to increase manhours of work by utilizing this subcontracting article to help secure new business and create more jobs for bargaining unit employees. Therefore, although provisions of this article may be used with bargaining unit employees on lay off, the net result of subcontracting under those circumstances should produce an increase in bargaining unit employment and reduce the numbers of bargaining unit employees on lay off.

- 21.01 The company will begin building merchant vessels using bargaining unit employees. Thereafter, the company will normally (which means most of the time) perform shipbuilding, ship repair and marine work utilizing bargaining unit employees. The employer may use subcontractors in the yard in performance of the work functions under the following circumstances:
- A. if the subcontractor provides a specialist skill beyond the company's normal capacity or which is a direct service under a warranty; or
 - B. the demand or service required exceeds the capability of the facility or availability of employees. For the purpose of paragraph (B), availability is defined as "active employees and those on lay off in the particular classification with recall rights and available for work".

This will not be utilized in new ship construction or ship repair for the purpose of bringing a subcontractor into the shipyard to displace and lay off bargaining unit employees working in the same classification at

that time or when bargaining unit employees are on lay off.

- 21.02 The company may use subcontractors outside the yard to supply material, services or components.
- 21.03 The company may also subcontract for products or services which, in its opinion, are not integral to the main business of the company as defined in article 21.01. This does not include stationary engineers (article 27).
- 21.04 A. With reference to renovation work and plant expansion, the company will discuss projects with the union negotiating committee. The company may use bargaining unit employees. However, in management's opinion, they must be available to perform the work, have sufficient skills to accomplish the planned tasks, and be cost competitive when compared to potential subcontractors.
 - B. The company will make periodic checks of the costs of performing planned maintenance functions.

If SJSL employees can accomplish functions for equal or lower costs, then the work will be performed by SJSL employees.
- 21.05 On ship construction subcontracts, 14 days advance notice will be given in writing and provided to the negotiating committee. In the case of the craft unions the notice will be provided to the appropriate union officials.
- 21.06 On ship repair, other marine work, or on renovation work and plant expansion, the notice will be in advance, in writing, whenever possible.

- 21.07 All subcontractor employees, while working in the shipyard, will respect and abide by all applicable safety laws and regulations. Subcontractors shall also comply with all company safety policies and procedures. Subcontractor employees shall be held to the same high safety standards as SJSL employees.
- 21.08 The ringer cranes will be operated by employees of the external company involved in the engineering of the lifts.
- 21.09 A. In recognition of subcontractor employees working in the shipyard in accordance with the terms of 21.01 and 21.03, the employer will pay to Local 3 a flat fee of \$400 per month.
- B. In recognition of subcontractor employees working in the shipyard in accordance with the terms of 21.01 and 21.03, in the case of Locals 840, 213, 2282 and SJMCU, the employer will pay to the union a flat fee of \$400 per month.
- 21.10 For the craft unions, if a specialized skill is required on a recurring basis or for long periods of time, and it is economically feasible to do so then the company will sit with the affected bargaining unit and formulate the training of employees to acquire these skills (under terms of article 7).

Article 22 - Shop Stewards - Grievance Committee

- 22.01 The company shall recognize Shop Stewards named by the Unions amongst employees having twelve (12) months or more seniority. There will be no less than one steward per working shift and one (1) steward per fifty (50) employees at work thereafter. For work outside the yard, additional stewards may be added as required. The union may appoint additional shop

stewards to replace a shop steward who is absent for justifiable reasons.

- 22.02 The Unions will notify the Industrial Relations Department in writing of the names of stewards and other representatives immediately after their election or appointment and the company shall not be required to recognize any employee as being a steward or representative until such written notice has been received.
- 22.03 It shall be the duty of the stewards to assist in adjusting differences or misunderstandings arising out of the interpretation, application or alleged violations of this agreement. They shall be allowed to do so without loss of pay, for one-half (1/2) hour per day, if necessary. The one-half (1/2) hour referred to in this article may be extended if the manager/team leader approves additional time. If the shop steward is requested to attend a meeting by the manager/team leader, this additional time will be paid by the company.
- 22.04 A. The grievance committee of Local 3 may consist of up to three (3) members of the union to be recognized by the company who will be assigned to the day shift. Active members of this committee shall be allowed three (3) hours per day, if necessary, with no loss of pay to investigate and discuss grievances which have not been settled on the expiry of the two (2) working days mentioned in article 23.02 (Step One) and prior to meeting with Management in Step Two of the grievance procedure. Time spent off the job by the Grievance Committee when meeting with the company at Step Two of the grievance procedure will be paid for by the company. When the number of working Local 3 membership exceeds 400, the grievance committee shall be allowed three and one-half hours per day when necessary.

- B. In the case of SJMCU and Local 213, three active members of the craft union's grievance committees shall each be allowed one hour per day if necessary, with no loss of pay to investigate and discuss grievances which have not been settled on the expiry of the two (2) working days mentioned in article **23.02** (Step One) and prior to meeting with Management in Step Two of the grievance procedure. Time spent off the job by the Grievance Committee when meeting with the company at Step Two of the grievance procedure will be paid for by the company.
 - C. In the case of Local 840 and Local 2282, two active members of the union's grievance committee shall each be allowed two hours per day if necessary, with no loss of pay to investigate and discuss grievances which have not been settled on the expiry of the two (2) working days mentioned in article 23.02 (Step One) and prior to meeting with Management in Step Two of the grievance procedure. Time spent off the job by the Grievance Committee when meeting with the company at Step Two of the grievance procedure will be paid for by the company.
 - D. The Grievance Committee shall be allowed to investigate grievances without loss of pay which arise outside the shipyard within the boundaries of the City of Saint John, and which have not been settled at the expiry of the two (2) working days mentioned in 23.02 (Step One) and prior to meeting with Management in Step Two of the Grievance Procedure.
- 22.05 A trailer with a telephone shall be supplied by the company for the use of the grievance committee of Local 3. In the case of each craft union, the company will provide 1/2 of a full size trailer, with telephone, for the use of the unions.

- 22.06 A Shop Steward and/or Grievance Committee member leaving and returning to work shall report to the manager/team leader, or in his/her absence another manager/team leader.
- 22.07 The company shall not be responsible for the costs incurred for any time Union representatives are off the job in excess of the times provided for in this article unless permission has been granted by the Department Head of Employee Relations or his designate. In the absence of any response, the necessary time may be taken with the onus of justification being on the union representative involved. Failing such, the time in dispute will not be paid by the company.
- 22.08 The grievance committee of Local 3 after consultation with their president or in the case of Local 213 with their senior shop steward and conferring with the Trade Administration Department will designate shop stewards in areas where needed. The grievance committee shall notify the company as soon as possible of these designations.
- 22.09 The safety steward and one shop steward from Local 3 on night shift shall be allowed four (4) hours time off with pay to attend the regular monthly meeting of the union.
- 22.10 The night shift shop steward or one alternate from the appropriate craft union shall be allowed four hours time off with pay to attend the regular monthly meeting of the union.

Article 23 - Adjustment of Grievances

23.01 The purpose of this article is to establish a procedure for the discussion, processing and settlement of grievances. Nothing in this article shall be interpreted as prohibiting employees from discussing their problems with the manager/team leader.

23.02 Should any question arise concerning the application, the interpretation or an alleged violation of the provisions of this Agreement between the company and any employee or the Union, the following procedure shall apply:

STEP ONE: Within ten (10) working days after the alleged grievance has arisen, the employee accompanied by the Shop Steward, or the Union may take the matter up with the manager/team leader involved, presenting the grievance in writing. The manager/team leader must reply in writing within two (2) calendar days. Failing a satisfactory settlement the employee or Union may proceed to Step Two.

STEP TWO: Within five (5) working days from the expiration of the two (2) day period referred to in Step One, the Grievance Committee of the Union may take the matter up with the Manager - Industrial Relations or designate(s), or if not available, someone senior who must reply in writing within four (4) working days from the presentation of the grievance under Step Two. Failing any reply or satisfactory settlement within such four (4) day period, the matter may be referred to arbitration as provided in article 24.00 hereof within thirty (30) working days from the expiration mentioned in Step Two. Any adjustment will be made within ten (10) days.

NOTE: At the Step Two grievance meeting, the

Grievance Committee may require the attendance of the manager/team leader in question and the company may require the attendance of the grievor.

- 23.03 In determining the time within which any step is to be taken under the foregoing provisions of this article, non working days shall be excluded.
- 23.04 Any and all time limits fixed by this article may be extended by mutual written agreement between the company and the Union.
- 23.05 If, during the term of this agreement, an employee who is discharged, suspended or laid off, feels that he/she has been unjustly dealt with, the employee may within ten (10) working days of such discharge, suspension or lay off, file a grievance under this article. If the ruling with regard to the grievance is such that an injustice has been done, then such employee will be reinstated with full seniority and paid compensation at his/her regular rate of wages for all time lost. After the matter has been duly processed through the grievance procedure, it may be taken to arbitration as outlined in article **24** of this agreement. No compensation shall be paid for wages received by an employee on any job during a period of dispute, except in case of the employee working in a lower paid job, then the employee shall be compensated for the difference in wages lost.

Article 24 - Arbitration

- 24.01 If the Union wishes to refer a matter to arbitration as provided in article 23, it shall, within the thirty (30) day period mentioned therein, give the other party written notice of its intention to arbitrate, which notice shall contain the name of its appointee to the Arbitration

Board. The recipient shall within seven (7) calendar days of the receipt of such notice, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person who shall be the chairperson.

- 24.02 Within thirty (30) days of the appointment of the chairperson, the arbitrators must commence the arbitration proceedings.
- 24.03 If the two appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour of New Brunswick, upon the application of either party.
- 24.04 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon both parties. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson shall govern.
- The Arbitration Board shall have the power to make any award it deems necessary to compensate any financial loss to the aggrieved party.
- 24.05 The arbitrator must render his decision within thirty (30) days of the conclusion of the hearing.
- 24.06 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expenses of the chairperson of the arbitration board.
- 24.07 The sole function of the arbitration board shall be to interpret the meaning of the articles of this agreement and to render a decision. The board shall not have

the power to add to, subtract from or modify the terms of this agreement.

The arbitration board shall have the power to modify or change any previous decision by the company in regard to discharge, suspension or lay off and to compensate any financial loss to the aggrieved party. These decisions may be subjected to judicial review for reasonableness by either party. In the event the company requests such a review it will pay the union's arbitration and appeal costs up to a maximum of \$8000.

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

Article 25 - Prior Agreements Cancelled

25.01 This agreement is the sole agreement between the company and the Union(s) and no prior agreement, memorandum or understanding is of any meaning or effect, unless expressly included in this agreement or renewed at the signing of the agreement.

25.02 Any article or part thereof may, by mutual agreement between the company and the Union(s), be re-negotiated during the life of this agreement.

25.03 Any memorandum of agreement or memorandum of understanding signed by the company and the Union(s) on or after the date of the signature of this Collective Agreement, shall form part of this collective agreement and be interpreted, applied and enforced as if it were part of this Collective Agreement.

Article 26 - General

- 26.01 Large bulletin boards to be placed in appropriate locations, encased in glass and locked with keys left in the manager/team leader's office or the tool crib. These bulletin boards to be used for special notices by Management and the Union.
- 26.02 A Leave of absence without pay will be granted to Union representatives while attending Union business. Length of such a leave of absence is to be agreed by the Company and the Union. An employee elected to Business Agent or President/Business Manager with the Union shall be granted leave of absence without pay and shall maintain and accumulate seniority while holding a full time position with the Union. Leave of absence without pay will be granted to other employees provided the work load permits and reasons given are agreed to by the Personnel Manager or in his absence someone senior. In case of sickness or injury, this must be substantiated by a doctor's certificate. No leave of absence will be granted merely to permit an employee to obtain another job.
- B. Employees who are members of the Canadian Reserve Forces shall be entitled, upon thirty days notice to the company, to have up to two weeks per year unpaid leave of absence for the purpose of participating in Reserve Forces training programs. The company will maintain its portion of the Blue Cross plan for this period of absence.
- 26.03 According to seniority, employees sick or injured while employed by the Company and as a result of such sickness or injury are unable to perform their regular duties, shall, if practicable, be given other employment by the Company until they are able to perform their regular work.

- Employees with ten (10) years or more seniority, reverted to a lower paid classification due to sickness or injury will maintain their rate.
- 26.04 Jury duty: All time lost by an employee due to necessary attendance on jury duty or on call for jury duty or subpoenaed as a witness in a proceeding other than an arbitration under this collective agreement or a proceeding before the Labour and Employment Board between the parties to this agreement, shall be paid by the Company. Any monies received from such jury or witness duty shall be turned over by the employee to the Company.
- 26.05 Prepays may only be granted at the discretion of the Personnel Manager. The employee concerned must apply in person to the Personnel Manager.
- 26.06 When Union representatives are out of the yard on Union business, their attendance records will be marked "Union business" and will not be considered as being absent for the record. When such employees, scheduled for work are out of the yard on official union business or attending conventions, the company will maintain the pay and benefits to a maximum of thirty (30) consecutive working days, and each month the Union will reimburse the company for all costs incurred except administration cost, including the cost of fringe benefits and company contributions for such employees unless the agreement provides that the company pays for such absences.
- 26.07 No employees under the jurisdiction of the local Union(s) shall work outside of their normal working hours when there are emergency or special meetings called by the Union(s) except on agreement between the company and the Union(s).

- 26.08** When the company finds it necessary for the moving of units, erecting of units, docking or undocking during regular working hours, every reasonable effort will be made to place employees affected on alternate work with no reduction in wages. Efforts will be made to ensure employees are not sent home, however an employee will have the option to go home, without pay, if the employee so chooses.
- 26.09** It will be the responsibility of employees operating machinery, tools or equipment to ensure that such machinery, tools or equipment is operated in a proper manner and kept in a clean, sound, mechanical condition. In the event of a malfunction or irregular operation of tools, machinery or equipment which is beyond the capability of the operator to correct, the employee must immediately inform the manager/team leader to contact the maintenance department. Malfunctioning or broken tools must be returned and reported to the stores for repairs to be carried out.
- 26.10** One copy of notices posted on notice boards by the company will be sent to the Union. All local union notices and mail will be forwarded to the appropriate union office.
- 26.11** Units will not be painted in the assembly shop/module shop except on a periodic basis. This painting will be done at times when it is least disruptive to other production work. When pot and brush painting is required it will be kept to a minimum during high volume shift work. When painting under these circumstances, every precaution will be taken to ensure that fumes are kept within government TLV limits. In the event of the TLV being exceeded the employees will be provided with appropriate protective equipment.

- 26.12 T-4 Slips will be issued no later than January 30 of each year.
- 26.13 Small crane rentals coming into the yard, to a maximum of 50 ton capacity, including galeons, will be operated and signalled by qualified employees from the auxiliary worker classification. Cranes coming into the yard with greater than 50 ton capacity will be operated by the owner and signalled as above. Dues for employees of outside company operators will be paid to Local 3.
- 26.14 Individual employees shall be responsible for the first level of inspection, including completion of statistical data forms.
- 26.15 No hourly rated employee will be instructed or requested to be in charge of or responsible for any employee or group of employees, which means hourly rated employees will not be required or directed to assume the duties of a chargehand. If the chargehand position is re-established during this agreement, article 10 of the 1993-1995 agreement shall apply in its entirety.
- 26.16 A. When it is necessary for employees (other than labourers) to work in engine rooms, tanks, bilges, crank cases, sewage facilities and other dirty or oily places of work, such places of work will be properly cleaned before the work starts.
- B. Should it not be possible or feasible, however to properly clean such places of work so that employees are obliged to work in dirty places or in the way of oil or fluids, the necessary protective clothing and equipment will be provided prior to the job commencing. The team leader on the job shall make the determination as to whether or not the circumstances warrant the issuance of protective clothing and equipment immediately.

Any one of the affected employees dissatisfied with the decision of the team leader can approach a shop steward before he performs the work in question, and will have the right to grieve the decision of the team leader/supervisor regarding the issuance of protective clothing and equipment. If, before or after the start of the job, it is determined the conditions are oily or dirty the job will continue until it is resolved (refer to C).

- C. Employees clothing burned or destroyed (which includes damage done by oil or fluids) as a result of an incident while being worn by the employee on the job or removed because of the job location, will be replaced by the company.

The employee concerned must report the incident to the manager/team leader on the job immediately and hand destroyed clothing to the safety department. All approved claims will be processed and paid within one (1) week, claimants will be notified of disallowed claims and the reason they are disallowed within one week. Clothing claims in Welding School will not be honoured if the trainees in school are not wearing proper protective clothing supplied by the company. Proper protection being defined as follows: leather gloves, leather jackets, leather aprons. The company representative who will have final responsibility for allowing or disallowing claims will be the Industrial Labour Relations.

NOTE: All grievances on the above clause will go directly to Step 2 of the grievance procedure.

- D. All employees on boiler work pertaining to the repair of boilers and/or internal work on furnaces or internal work on machinery will be given one pair of cover-

alls at the start of the job. In exceptionally dirty cases, two pairs of coveralls will be allowed.

- 26.17 Work on the wheelabrator operation will be offered to senior employees.
- 26.18 A. Auxiliary workers will participate as members of the docking crew.
 - B. Carpenters will participate as members of the docking crew.
- 26.19 A. Auxiliary workers will participate in the setting of blocks on dock floor.
 - B. Carpenters will participate in the setting of blocks on the dock floor.
- 26.20 The docking rigging crew will consist of employees from the labourer classification and will receive journeyman's rate while so employed.
- 26.21 Employees assigned to blasting, spray painting or insulating will be provided with disposable coveralls and cotton gloves as conditions warrant.
- 26.22 All employees will be provided with a locker and a tool box by the company.
- 26.23 The company agrees that machinists/industrial mechanics will be permitted to store their large - non portable tool boxes in the machine shop, however, employees are expected to be on the job at the official starting time and remain on the job until the official stopping time irrespective of where they may be assigned to work in the yard. These conditions will remain in effect until a suitable alternative for personal tool storage has been found.
- 26.24 The parties agree there is an Employee Assistance Program.

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- 26.25 The employer will provide to active production employees two pair of quality coveralls. Gloves will also be issued to all active production employees. As coveralls and gloves become worn out or destroyed they will be replaced by turning them into the manager/team leader. Employees are expected to wear company furnished coveralls, which will be maintained in an acceptable manner.
- 26.26 Each employee is expected to maintain tools appropriate to his or her job. Standard lists will be mutually developed between the company and designated union officials. In the event an active employee does not possess tools on the agreed lists then the company will furnish missing tools on a one time basis, thereafter, each employee will be expected to maintain the tools required in the trade.
- 26.27 A senior SJMCU machinist may be assigned to repair machine shop tooling when such is required. Otherwise, that employee will perform normal machinist duties in the shop.
- 26.28 Calibration of measuring tools pertaining to mechanical trades will be performed by a machinist as long as the calibration can be done in a cost effective manner.
- 26.29 On an as required basis a senior carpenter/joiner may be assigned to do tool filing, sharpening and general maintenance of carpenter shop equipment.
- 26.30 For SJMCU, non-destructive testing, i.e. dye-penetrant shall continue to involve members of SJMCU in accordance with established practices and procedures.

Article 27 - Stationary Engineers

- General Requirements:
- 27.01 The minimum requirements for stationary engineers operating the Power House equipment shall be a third class Stationary Engineer, having a valid license issued by the New Brunswick Department of Labour.
- 27.02 Stationary Engineers will, in addition to their normal watch-keeping duties, perform running maintenance on the equipment under their care or as may be directed by the Power House Chief Engineer or company designate.
- 27.03 During major maintenance overhauls, the stationary engineers will assist the maintenance staff in the performance of their duties, as may be directed by the power house chief engineer or company designate.
- 27.04 For the purpose of this Agreement, the Main Dock Pumphouse and associated equipment will be classed as part of the Shipyard Power House.
- 27.05 Power House hours:
3 weeks of 4 x 12 hour shifts
48 hours/week at straight time

3 weeks of 3 x 12 hour shifts
36 hours/week at straight time

Operators average 42 hours per week over the six (6) week period.

NOTE: Any change of shift hours will be dealt with under article 10.04.
- 27.06 Meal Breaks:
For the Stationary Engineers working in the Boiler House, a half hour (1/2) break for a meal as and when their duties permit, however, the meal must be taken

in such a manner that uninterrupted watch-keeping on the boilers can be maintained. For Stationary Engineers working the Pump House, a one hour break will be taken as and when their duties permit.

27.07 Paid Holidays

As the Stationary Engineers are required to man the Power House facility 24 hours per day without interruption, those concerned will work in the normal manner on any Paid Holiday.

In lieu of Paid Holidays, Stationary Engineers will receive one days pay (8 hours at straight time) for one of the four (4) days off between Shift No. 1 and No. 2.

Article 12.00 "Paid Holidays" does not apply; however, any Stationary Engineer who is on his/her normal days off and is called in to work on a paid holiday will be paid at time and one-half rate for all hours worked.

Stationary Engineers working on a paid holiday will receive an additional four (4) hours at straight time.

27.08 Vacation Pay

The requirements for vacation with pay will be in accordance with article 14 of the collective agreement, Stationary Engineers must make prior arrangements for their **annual** vacations with the Power House Chief Engineer to ensure proper shift coverage.

27.09 It is agreed that Stationary Engineers perform "Essential Services" and must under no circumstances stop work during any disruptions or work stoppages or for any other reason.

27.10 All overtime in Power House and Pumphouse will be divided as equally as possible. Employees not familiar with pumps will receive training.

Article 28 - **Maintenance**

- 28.01 A. The size and composition of the maintenance crew will be determined by the requirements of the operation.
- B. Subject to Article **16** - Flexibility, work assignments will be as per classifications outlined in this agreement.
- C. Employees assigned to the maintenance department will retain and accumulate seniority in their own classification.
- 28.02 Irrespective of the provisions of article 28.01 (A), (B) and (C) all employees are expected to perform first-line maintenance of equipment assigned to them if they have the necessary skills and can do so safely.

Article 29 - Manufacturing Other Than Marine Work

- 29.01 Manufacturing other than marine work will be carried out in accordance with the terms of this collective agreement.

Article 30 - Duration of Agreement

- 30.01 This Agreement becomes effective on the date of its signature and remains in effect until December 31 1999 and from year to year thereafter unless thirty (30) days notice in writing be given prior to December 31, 1999, or prior to December 31 in any subsequent year, by either party desiring a change. Should negotiations for a new Agreement be in progress beyond the date of December **31, 1999** or December **31** in any subsequent year, this Agreement shall remain in effect until the parties are in a strike/lockout position as determined **by** the New Brunswick Industrial Relations Act.

Date Signed: 07 February **1997**

Saint John Shipbuilding Limited

William E. Haggett Matt Reid
P. J. McGavney Kevin Hooper

Industrial Union of Marine & Shipbuilding Workers of Canada,
Local No. 3

T. O'Toole Huxley Brown
Gary F. Marr Paul Fitzgerald
Brian J. LeBlanc John D. Daly

Local Union **840** United Brotherhood of Carpenters and Joiners
of America AFL-CIO-CLC

William Jardine J. P. Chouinard
David Burnett

Date Signed: 20 February **1997**

Local No. **213** of the United Association of Journeymen and
Apprentices of the Plumbing and Pipefitting Industry of the
United States and Canada

Kenneth Somerville Terrance Dempsey
Stephen Peddle R. S. Pollock

Date Signed: **14** February **1997**

Local No, 2282 of the International Brotherhood of Electrical
Workers

Terry McGrath	Richard Taylor
R. E. McMahon	Brian Eisan

Date Signed: 13 February 1997

Saint John Marine Craft Union

Kevin Wilson	L. Patrick Lee
Daryl Morton	R. T. Williams

APPENDIX A

Auxiliary Worker 20.40

Any new hires into the Auxiliary Worker classification subsequent to the signing of this collective agreement will receive 10% less (\$18.36/hour)

Shipbuilder 20.40

Stationary Engineer 20.40

Paixer/Blaster 20.40

Insulator 20.40

Caulker Chipper 20.40

Labourer 13.00

The company will supplement the labourers rate by \$4.11/hour until Sept 30/1999, except for new hires.

25/09/97
1

APPENDIX "AA"

Carpenter/Joiner 20.40

Electrician/Temp Lightman 20.40

Machinist 20.40

Pipefitter 20.40

✓

APPENDIX B

	7200	9000
Start	13.00	13.00
After		
900 hrs	13.93	13.74
1800 hrs	14.85	14.48
2700 hrs	15.78	15.22
3600 hrs	16.70	15.96
4500 hrs	17.63	16.70
5400 hrs	18.55	17.44
6300 hrs	19.48	18.18
7200 hrs	20.40	18.92
8100 hrs		19.66
9000 hrs		20.40

Assuming an apprentice meets the requirements of article 18, he or she will progress from one level to the next after 900 hours worked.

Upon successful completion of the apprenticeship training program in accordance with the Department of Advanced Education and Labour, and the accumulation of the required hours of work in the apprenticeship, the employee will be promoted to journeyman status.

APPENDIX C

The paint and blast shop facility is a self contained operation. Employees assigned to this facility shall carry out any and all tasks requested of the employee provided the employee can do so safely. It will be the responsibility of all employees in this facility to ensure that the operation runs in the most efficient and economical fashion, and produces a product of superior quality.

APPENDIX D

Warehouses are self contained operations and are a shared responsibility between staff and hourly personnel. Employees assigned to these facilities shall carry out any and all requested tasks provided they can do so safely. It will be the responsibility of employees in these facilities to ensure that the operations run in the most efficient and economical fashion.

A majority of forklift operators in the warehouse will be auxiliary workers.

APPENDIX E

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

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

The basic programme, coupled with government pension plans Canada Pension and Old Age Security - is designed to provide an adequate level of retirement income for employees participating over a thirty-five (35) year career, and retiring at age 65.

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

Contributions

BASIC

Employees contribute 3% of base earnings - excluding overtime and other allowances.

The company contributes 3% of employee base earnings.

MATCHING

If the employee contributes an additional 0.5% of base earnings, the company will match this with an additional 0.5% of base earnings.

Additional Voluntary Contributions

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

Employees will be permitted to make additional voluntary contributions up to this maximum into their SJSL RRSP accounts, either by payroll deduction, or by lump sum contribution. These additional contributions may be withdrawn upon demand for an administration fee and any penalties related to the prevailing market rate.

Contributions When Not Working

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

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

Investment Choices

Employee and company contributions will be remitted monthly to Canada Life to be deposited into employee RRSP accounts.

These funds will, at employee direction, be invested in various investment vehicles, for example:

- Daily Interest
- 1 Year guaranteed term
- 3 Year guaranteed term
- 5 Year guaranteed term
- 7 Year guaranteed term
- 10 Year guaranteed term
- Balanced Investment Fund/Other Funds
- A Variety of Mutual Funds

NOTE: Employer Contribution Rules

A minimum of 25% of employer funds must be invested in GICs with any remainder eligible for Balance Funds, Fixed Income Funds, or Money Market Funds.

Employee Basic Contribution Rules

Any employee contribution (matched and/or voluntary) are eligible to be directed to a spousal plan. Any matched funds are to be subject to the provisions of the Plan as if they were employee contributions.

Both of the above noted rules are for investment or reinvestment selections on a go-forward basis only.

Guaranteed Investment

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

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

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

3/8% over the Financial Institute Average (or FIA).

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

Balanced Investment Fund

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

Locking-In

All contributions, company and employee, will be locked in and may not be withdrawn during the period of employment. All company contributions will be directed to a "locked-in" RRSP. The funds in a "locked-in" RRSP can only be used to purchase a life annuity (a pension). They cannot be turned into

nk/v

cash. Employee contributions will be directed to a non-locked in RRSP, and may be converted into cash upon termination or retirement.

Options At Retirement

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

- To purchase an annuity
- To purchase a RRIF - a Registered Retirement Income Fund
- Transfer to another RRSP until age 69
- Take in cash, pay tax (non-locked in funds only).

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

Options At Termination

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

At termination, there will be no early redemption penalty on term deposits for the first sixty (60) days. Redemption will be made at the full term rate, regardless of the period left to run. After this sixty (60) day period, cash-out, or transfer to another RRSP will be at current market, rather than book rate.

Lay Off Provisions

On lay off, employee may withdraw non-locked in funds only. To encourage employees not to cash these funds prematurely, withdrawal during lay off will be at market rate. If the lay off extends beyond eighteen (**18**) months, the penalty free sixty (**60**) day termination provisions described above will apply.

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

COSTS TO THE INDIVIDUAL EMPLOYEE WITH A FAMILY PLAN WILL BE \$10/Month AND WITH A SINGLE PLAN WILL BE \$4/MONTH.

APPENDIX "F1"

Health Wise (Blue Cross)

Health Benefits	Benefits
<p>Travel "Insured Benefit" % - Max - Financial</p>	<p>Blue Cross Code "E" 100% Unlimited (Direct)</p>
<p>Extended Health % Reimbursement Physician Services Ambulance Ambulance Attendant Private Duty Nursing Accidental Dental Diagnostics & Xrays Oxygen & Blood Ostomy Supplies Medical Supplies/Equip Other Practitioners Physiotherapy Psychologist Diabetic Supplies Diabetic Equipment Speech Aids Prosthetic Appliances Prosthetic Appliance Repairs Equipment Rental Orthopaedic Supplies</p>	<p>Blue Cross Code "1" 80% In Canada -(Outside Province) In Canada - \$1000 / Cal Yr. In Canada - \$500 / Cal Yr In Canada - 50 (8hr shifts)/Cal Yr. Covered In Canada In Canada Covered Covered \$500 / Prac - Max \$1500 / Cal Yr. Unlimited Incl. with "Other Practioners" Covered \$700 / 5 Calender Years \$500 / Lifetime Covered \$300 / Calender Year Covered Adults - 200 / Calender Year Child - Under 21 - \$300 / Cal Yr. Included in "Orthopaedic Supplies" Child - \$600 / Ear / 3 Cal Yrs. Adult (over 21) \$600 / 3 Cal Yrs.</p>
<p>Molded Arch Supports Hearing Aids</p>	<p>Vision Care Lenses Frames Eye Refractions (Tests) Adults Children</p>
<p>Prescription Drugs Employee Co-Pay to Pharmacy Maximum</p>	<p>Blue Cross Code "2" Mark-Up & Dispensing Fee \$10.00</p>
<p>Blue Cross - Pay Direct to Pharmacy</p>	<p>Remainder of the Prescription Costs</p>
<p>Drug List</p>	<p>Blue Cross List "MI"</p>
	<p>Note: Certain Drugs require "Special Authorization" Percentage</p>

70%
\$
100

Line of Benefit	Benefits
<p align="center">Dental Current or Fixed Fee Guide Percentage Maximum</p> <p>Complete Examinations</p> <p>Recall Examinations</p> <p>X-Rays: Bitewings and or Periapicals</p> <p>Restorative Svc's (fillings) Extractions/Erupted teeth</p> <p>Polishing: 1 Unit of Polishing = 15 Min.</p> <p>Scaling (Cleaning): 1 Unit of Scaling = 15 Min.</p> <p>Periodontist - Specialist Scaling Teeth-Gums & Bones etc. Scaling - 1 Unit = 15 Min. Service by G.P.</p> <p>Oral Surgeon - Specialist Major Surgical (Wisdom Teeth)</p> <p>Endodontist - Specialist Root Canal Therapy</p> <p>Prosthodontics - Specialist 1/ Repairs (Minor) 2/ Dentures Removal & *Special 3/ Fixed *Bridges *Crowns, *Inlays & *Onlays</p> <p>Orthodontics - Specialist Braces</p> <p align="right">2/2</p>	<p>Blue Cross Code "NS"</p> <p>Current - General Practitioner 90% No Maximum / Calendar Year</p> <p>1 Every 5 Calendar Years</p> <p>1 Visit / Cal Year Over 19 Yrs of Age 2 Visits/Cal Year Under 19 Yrs of Age</p> <p>4 / Calendar Year</p> <p>90% 90%</p> <p>1 Unit / Calendar Year (Permanent Teeth Only)</p> <p>2 Units / Calendar Year (All Ages)</p> <p>Maximum / 5 Calendar Year \$3500 Reimbursed @ 70% = \$2450 "Specialist Fee" Up to 8 "Units" / Calendar Year S / Auth. required for G.P.</p> <p>70% Maximum \$1000 / Cal Year "Specialist Fee" "Specialist Fee" "Specialist Fee" "Specialist Fee" S/ Auth. - 1 Complete / 5 Cal Years "Specialist Fee" S/ Auth. - 1 Complete / 5 Cal Years S/ Auth. - 1 Complete / 5 Cal Years</p> <p>Lifetime Max \$4000 Reimbursed @ 50% = \$2000 Special Auth - Medical Reasons</p>

3

Administration

Coverage: to obtain the premium rates referred to above, these plans will be mandatory for all employees in all five unions.

Effective Date: from the date of recall.

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

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

Lay Off: medical and dental coverage will continue for a period of three months after lay off.

Workers' Compensation: medical and dental coverage will continue.

Weekly Indemnity: medical and dental coverage will continue.

Claims Administration: medical and dental claims (except prescription drugs) are submitted to Blue Cross and cheques are mailed to employee's home. For convenience, Blue Cross offers a "quick pay" service at its local Crown Street office.

APPENDIX "G"

Return To Work Program Guidelines

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

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

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

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

ELIGIBILITY:

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

THE PROCESS:

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

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

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

If an appropriate placement is arranged the worker reports to Trade Administration with the return to work form. The employee shall then report to the manager/team leader who shall review the restrictions and outline the nature of the work assignment. The medical personnel will meet with the supervisor the employee and the union representative at the worksite to review the placement. Those individuals will sign the return to work form to acknowledge the placement.

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

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

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

Employee's returning on this program will be limited to working scheduled shift hours only, overtime is not permitted while on this program.

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

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

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

APPENDIX "H"

1. Employees classified as temporary lightmen will remain classified as such and will continue to maintain and accumulate seniority as such. However, there will be no further hiring or transferring of employees to the temporary lightman classification.
2. Recall and lay off of temporary lightmen will be based on the availability of temporary-light work.
3. Temporary lightmen will be responsible primarily for temporary lights, however, they will carry out electrical work to the extent their skill and ability allows them to do so safely when they are not carrying out temporary lightman type work.
4. Temporary lightmen will not be recalled unless the anticipated work is forecast to exceed two weeks.
5. When constant bench work is required temporary lightmen who are best suited for the work will be assigned to these functions.

**Memorandum of Understanding
between
SJSL and Local 3**

Shipbuilder

All platers, boilermakers, burners, panel line sorters, steel checkers, and machine operators shall be recalled prior to any steelworker being hired into the shipbuilder classification.

Recall method shall be as follows: by department seniority for the first 50% in platers and boilermakers and for the first 25% in the burner classification.

The recall will be by ratio
1 burner for every 4 plater/boilermakers

Although welders are an integral part of the shipbuilder classification, they will be recalled in accordance with the welder seniority list.

Regarding the 219 employees with seniority within the former classifications of: burner, plater, boilermaker, panel line sorter, steelchecker and machine operators, the company anticipates that all will be recalled within 33 weeks after the start of fabrication.

Should any of the employees referenced above not be recalled within the 34th week then the company will pay to those employees the equivalent of the U.I. benefit for a period of up to 3 months provided the employees are not otherwise employed or receiving U.I. benefits, (However, the 3 month benefit will apply after the employee's U.I. benefit runs out if still not recalled).

Date: 07 February 1997

Kevin Hooper
SJSL

Paul Fitzgerald
Local 3

Auxiliary Worker

The auxiliary worker classification is made up of the following previous classifications:

Stager	33
Crane Operator	32
Rigger Slinger	31
Rigger Splicer	23
Equipment Operator	19
Mono Crane Attendant	3
Serviceman	5
Hose Line Repairman	1
TOTAL	147

Auxiliary workers shall be recalled in the following manner, initial requirement for each of the above listed previous classification up to a maximum of four (4) if required, thereafter recall will be by combined classification.

Date: 07 February 1997

Kevin Hooper
SJSL

Paul Fitzgerald
Local 3

**Memorandum of Understanding
between
SJSL and Local 3**

Employees from the craft unions will be restricted from grinding traditionally performed by Local 3 until all available caulker chippers with seniority are rehired and remain employed.

The company and union will work cooperatively toward selecting employees within this classification for training programs developed by the company and the union, designed to enhance their skill levels for future alternative work opportunities which may arise.

No new employees will be hired in this classification.

Date: 07 February **1997**

Kevin Hooper
SJSL

Paul Fitzgerald
Local **3**

**Memorandum of Understanding
Between
SJSL and Local 840 and Local 3**

Insulation - Marine

- A. Carpenter/Joiners: Comfort insulation including shipsides, deck heads, bulkheads, partitions, cold rooms (refrigerated spaces).
- B. Local 3 Insulators: Mechanical insulation, including machinery, piping, machinery space equipment, casings, boilers, uptakes and ventilation trunking.
- C. Mats for piping and machinery to be manufactured by carpenter/joiners and installed by Local 3 insulators.

Date: 07 February 1997

P.J. McGavney
Kevin Hooper
SJSL

Huxley Brown
Paul Fitzgerald
Brian J. LeBlanc
Local 3

J.P. Chouinard
David Burnett
William H.A. Jardine
Local 840

Memorandum of Understanding

SJSL and Local 3

SJSL - Pavement Sweeper

1. It is agreed that only personnel under the jurisdiction of Local 3 will drive or operate the new pavement sweeper and will come under the direction of Maintenance.
2. The personnel will be senior labourers from the labour department and will continue to carry seniority in that department.
3. At least four (4) senior labourers will be trained to drive and operate this equipment.
4. Whilst so employed, the operator will receive auxiliary worker rate.

Date: 07 February 1997

Kevin Hooper
SJSL

Paul Fitzgerald
Local 3

**Memorandum of Understanding
Between
SJSL and All 5 Unions**

The union and the company agree to a Retiring Allowance Program, the terms and conditions of which are as follows:

Under the Income Tax Act, it is allowable to provide a retiring allowance for employees within certain limitations,

The retiring allowance will provide retirement income for older employees who will not have sufficient time prior to retirement to accumulate under the new Retiring Savings Program, sufficient funds for an adequate pension.

We propose to provide a retiring allowance to all employees based on their service to December **31, 1987**, i.e. prior to implementation of the new RRSP.

Amount of Allowance

The retiring allowance will be a lump sum calculated as follows:

2.5% of 1987 base rate x 2080 x years of service to December 31, 1987. This provides a lump sum of \$767.00/year of service.

These funds will be deposited into the "locked-in" Canada Life RRSP account, and will be available only for the purchase of a life annuity (i.e. a pension). They will not be available in cash.

Eligibility

On an employees birthdate in 1993, or on any subsequent date prior to December 31, 1993 and similarly in each subsequent year until all balances remaining have been transferred, an

employee may elect to transfer a maximum of thirty-three and one-third (1/3) of the retiring allowance into his/her RRSP account. This will constitute a locked-in company contribution to the RRSP. All contributions are subject to Revenue Canada Guidelines.

On retirement any balance of the retiring allowance remaining will be transferred into the locked-in portion of the employee's RRSP account.

If an employee with service prior to December 31, 1987 should become deceased prior to becoming qualified to receive the entire amount of the retiring allowance, any balance of the retiring allowance remaining will nevertheless be paid into his RRSP account for the benefit of his estate.

If an employee with service prior to December 31, 1987 should become incapacitated and unable to continue working prior to becoming qualified to receive the entire amount of the retiring allowance any balance of the retiring allowance remaining will be paid to his RRSP account upon his becoming so incapacitated.

If an employee with service prior to December 31, 1987 is laid off and remains laid off for a length of time which causes him to lose his right of recall pursuant to the terms of the collective agreement, then any balance of the retiring allowance not transferred to the employees RRSP will be paid to his RRSP account at the point in time when he would have become qualified had he continued to work.

An employee with service prior to December 31, 1987 who resigns his employment prior to becoming qualified for the retiring allowance or whose employment is terminated for cause irrespective of whether he had otherwise become qualified or

not, will not receive a retiring allowance.

In witness whereof the parties hereto have hereby affixed their signatures by their duly authorized representatives.

Date: 07 February **1997**

Kevin Hooper
SJSL

Paul Fitzgerald
Local **3**

J. P. Chouinard
Local 840

Kevin Wilson
S.J.M.C.U.
13 February 97

Brian Eisan
Local 2282
14 February 97

Stephen Peddle
R. S. Pollock
T. Dempsey
Kenneth G. Somerville
Local **213**
20 February 97

**Memorandum of Understanding
between
SJSL and All 5 Unions**

Early Retirement Plan

SJSL's Early Retirement Plan for bargaining unit employees is offered on a one time basis. It is a voluntary plan which must be accepted or rejected by eligible employees.

To be eligible employees must:

be actively employed at SJSL

be age 55, or older, 31 December **1996**

have 18, or more years service with SJSL on **31** December **1996**.

or

be actively employed at SJSL and have at least 35 years of service with SJSL on **31** December **1996**.

Eligible employees, actively employed, must elect to accept or reject this plan within one month of the contract ratification. Employees on lay off who are otherwise eligible may elect the early retirement package at any time, but no later than the date of recall.

This plan will provide:

\$1500 for each years service to December 31,1987 with SJSL, for immediate deposit into the employee's RRSP or to purchase an Annuity.

\$2000 for each years service from Jan 1988 to Dec 31, 1996.

Taxes subject to Revenue Canada Guidelines.

\$15,000 of life insurance until age 65.

cost shared health care coverage in Early Retirement Health and Dental Plan (attached) until the employee reaches age **65**.

Date: 07 February 1997

Kevin Hooper SJSL	Paul Fitzgerald Local 3	J. P. Chouinard Local 840
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Kevin Wilson S.J.M.C.U. 13 February 97	Brian Eisan Local 2282 14 February 1997
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Stephen Peddle
R. S. Pollock
T. Dempsey
Kenneth G. Somerville
Local 213
20 February 97

Early Retirement Health & Dental Plan

(Refer Appendix "F" for
detail breakdown of plan benefits)

Qualifying criteria, Age 55 plus minimum 18 years service

or

35 years or more service with the company.

Health

Hospital	Pay direct 100% in Canada only
Extended Health Benefits	80% of employee plan
Vision	100% to \$75 (incl eye exam) / 2 yrs
Drugs	Plan pays ingredient cost only (retiree pays mark-up & dispensing fee)

Dental

Recall & one cleaning / year	50%
Fillings & extractions	50%
Root canals	50%
Restorative	50%

Travel

Unlimited - World Assist

	<u>Total Monthly Cost*</u>	
	SINGLE	FAMILY
Health	15.79	49.10
Dental	7.11	20.17
Travel	5.50	11.02
	28.40	80.29

* Above to be cost shared 50% employer, 50% employee

Plan to be experience rated.

**Memorandum of Understanding
between
Local 3 and SJSL**

In recognition of the deletion of the classification and work scope of Cleaners (Other Than Yard) and Cafeteria Workers from current and future collective agreements the employer will pay all employees in the classifications, other than those currently in receipt of L.T.D. benefits or those eligible for early retirement benefits, \$1200 for each year of service, plus \$1000 per employee which may be applied toward job search efforts or retraining costs. This compensation will be payable within two weeks of the ratification of this collective agreement.

For the purpose of Early Retirement Benefits, employees in the Cleaner (Other Than Yard) and Cafeteria Worker classifications will not have to be actively employed to qualify for the benefit.

In addition to the referenced payment the subject employees, on an individual basis, will have access to the locked-in portion of their RRSP account.

Date: 07 February 1997

Kevin Hooper
SJSL

Paul Fitzgerald
Local 3

**Memorandum of Understanding
between
SJSL and All Unions**

Hours of Work

From the signing of the collective agreement dated 07 February 1997 until August 31, 1997 the hours of work will be in accordance with schedule "B" attached. From September 1, 1997 forward, the hours of work will be in accordance with schedule "A" attached. Should the company or any bargaining unit wish to change the hours of work in schedule "A" after 31 July 1998 then the provisions of 10.02 of the collective agreement will be activated.

Kevin Hooper
SJSL

Paul Fitzgerald
Local 3

Stephen Peddle
Local 213
20 February 97

Kevin Wilson
S.J.M.C.U.
13 February 1997

William Jardine
Local 840

Richard Taylor
Local 2282
14 February

NOTE: The hours of work for day shift employees may be changed to 7am to 5:30pm by the majority vote of the employees working in the yard.

SCHEDULE "A"

Sun	Mon	Tue	Wed	Thurs	Fri	Sat
WE/S	D/S		D/S	D/S	D/S	WE/S
	WE/S	N/S		N/S	N/S	N/S

Hours of Work:

Mon / Tue / Wed / Thurs (Day Shift)

7:30am to 12:30pm
12:30pm to 1:00pm (Unpaid Lunch Break)
1:00pm to 6:00pm

Mon / Tue / Wed / Thurs (Night Shift)

6:00pm to 11:00pm
11:00pm to 11:30pm (Unpaid Lunch Break)

11:30pm to 4:30am

Fri / Sat / Sun (Weekend Shift)

7:00am to 7:40pm

Employees assigned to weekend shift shall receive 40 hours of straight time pay for 36 hours worked during a standard Friday, Saturday and Sunday shift, Employees shall be afforded two unpaid 20 lunch breaks, the first of which will be taken at 11 or 11:30am and the second at 3 or 3:30pm to suit production requirements.

SCHEDULE "B"

- A. Day Shift (Shift No. 1) 8 hours work per day.
 - 8:00 am to 12:00 noon
 - 12:30 pm to 4:30 pm

- B. Evening Shift (Shift No. 2) 8 hours work per day.
 - 4:30 pm to 8:30 pm
 - 9:00 pm to 1:00 am

- C. Night Shift (Shift No. 3) 6 1/2 hours work per day.
 - 1:00 am to 4:00 am
 - 4:30 am to 8:00 am

NOTE: Should the hours of work found in Schedule "B" be introduced it is recognized that other articles or sub articles shall require amendments.

Date: 07 February 1997

Kevin Hooper SJSL	Paul Fitzgerald Local 3	William H.A. Jardine Local 840
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Kevin Wilson S.J.M.C.U. 13 February 97	Richard Taylor Local 2282 14 February 97	Stephen Peddle Local 213 20 February 97
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**Memorandum of Understanding
between
SJSL and Local 3**

The company and the union will work cooperatively to secure training funds from various sources of government which will be designed to enhance skill levels of laid off auxiliary workers, cafeteria workers, office cleaners and labourers.

Date: 07 February 1997

Kevin Hooper
SJSL

Paul Fitzgerald
Local 3

**Memorandum of Understanding
between
SJSL and All Unions**

No employee assigned to the night shift will be expected to work the night shift if it falls on December 24th. The company will temporarily assign any night shift employee who is so affected to the day shift.

Date: 07 February 1997

Kevin Hooper SJSL	Paul Fitzgerald Local 3	William H.A. Jardine Local 840
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Kevin Wilson S.J.M.C.U. 13 February 97	Richard Taylor Local 2282 14 February 97	Stephen Peddle Local 213 20 February 97
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**Memorandum Of Understanding
between
SJSL and Local 2282**

It is understood that for current electrical apprentices, that being those indentured as apprentice electricians with SJSL as of the ratification date of this collective agreement, will be governed by the terms and conditions of article 20 of the collective agreement dated 1993 - 1995.

Date: 14 February 1997

Kevin Hooper
SJSL

Richard Taylor
Local 2282

**Memorandum Of Understanding
between
SJSL and Local 2282**

It is recognized the functions of engraving, tag machine, metal photo and the core marker machine fall within the jurisdiction of electricians. Electricians who are best suited for the work will be assigned to these functions, on an as required basis.

Date: **14** February **1997**

Kevin Hooper
SJSL

Richard Taylor
Local 2282

**Memorandum of Understanding
between
SJSL and Local 213**

In the event that work is transferred from Local 213 to another bargaining unit, as the result of Technological Change, and subsequently that Technological Change is abandoned, then the work in question will revert to Local 213.

Date: 20 February 1997

Kevin Hooper
SJSL

Stephen Peddle
Local 213

**Memorandum of Understanding
between
SJSL and SJMCU**

In the event that work is transferred from SJMCU to another bargaining unit, as the result of Technological Change, and subsequently that Technological Change is abandoned, then the work in question will revert to SJMCU.

Date: 13 February 1997

Kevin Hooper
SJSL

Kevin Wilson
SJMCU

Memorandum of Understanding

SJSL and SJMCU

Where the company determines trade support is required to allow Field Service Representatives to carry out installation or repair work on their equipment, this support will be provided by SJMCU for tasks falling within their jurisdiction.

Date: **13** February **1997**

Kevin Hooper
SJSL

Kevin Wilson
SJMCU

**Memorandum of Understanding
between
SJSJ and SJMCU**

It is understood that for current mechanical apprentices, that being those indentured as apprentice machinists with SJSJ as of the ratification date of this collective agreement, will be governed by the terms and conditions of article 20 of the collective agreement dated **1993 - 1995**.

Date: **13 February 1997**

Kevin Hooper
SJSJ

Kevin Wilson
SJMCU

**Memorandum of Understanding
between
SJSL and Local 840**

When required, a journeyman carpenter/joiner will carry out work in the carpenter shop spray booth.

Date: 07 February 1997

Kevin Hooper
SJSL

William H.A. Jardine
Local 840

**Memorandum of Understanding
between
SJSJ and Local 213**

Where the company determines trade support is required to allow Field Service Representatives to carry out installation or repair work on their equipment, this support will be provided by Local 213 for tasks falling within their jurisdiction.

Date: 20 February 1997

Kevin Hooper
SJSJ

Stephen Peddle
Local 213

**Memorandum of Understanding
between
SJSL and Local 2282**

Where the company determines trade support is required to allow Field Service Representatives to carry out installation or repair work on their equipment, this support will be provided by Local 2282 for tasks falling within their jurisdiction.

Date: 14 February **1997**

Kevin Hooper
SJSL

Richard Taylor
Local 2282

**Memorandum of Understanding
between
SJSJ and Local 2282**

In the event that work is transferred from Local 2282 to another bargaining unit, as the result of Technological Change, and subsequently that Technological Change is abandoned, then the work in question will revert to Local 2282.

Date: 14 February 1997

Kevin Hooper
SJSJ

Richard Taylor
Local 2282

Memorandum of Understanding

SJSL and Local 2282

The company and the union will work cooperatively to secure training funds from various sources of government which will be designed to enhance skill levels of laid off Local 2282 members who are otherwise not qualified journeyman electricians.

Date: 14 February 1997

Kevin Hooper
SJSL

Richard Taylor
Local 2282

**Memorandum of Understanding
between
SJSL and Local 2282**

Electrical Safety

The Health & Safety Committee is concerned that all employees are aware of and follow without exception safe procedures in regard to electricity.

- (1) All electrical cable over 220 volts is color coded black and white.
- (2) No one except a qualified electrician will energize any primary source of electricity over 220 volts. This means that:

A qualified electrician must plug in and unplug any electrical equipment over 220 volts that does not have an in-line disconnect.

Example #1:

A qualified electrician must plug in and unplug welding boards and the welding machines to the boards are primary source 550 volt electricity. Once the machine is plugged in the welder controls the switch on the machine.

Example #2:

A qualified electrician must plug in and unplug the cranes in the yard as this is 500 primary source power.

- (3) No one but a qualified electrician can plug in or unplug any portable electrical equipment that operates on primary source power over 220 volts.
- (4) A qualified electrician must turn on and off the main electrical breakers to any building.

Example:

The Machine Shop has a main circuit breaker panel, only qualified electricians are allowed to touch this panel. However, a number of machines have individual panels which the machine can turn on and off, as these are not primary 550 power.

- (5) An employee can turn on the switch that permits individual equipment or machines to operate that are not direct 550 volt source power.

Example #1:

If the equipment has an off/on switch and is not direct 550 volt power the employee can operate it.

Example #2:

Only a qualified electrician can turn the 550 volt fans on and off as the switch on this equipment is direct 500.

Obviously, it is impossible for the committee to list all of the specific conditions that apply for each piece of electrically operated equipment in the shipyard. Common sense must prevail in ensuring that the reasons for electrical safety rules are maintained at all times. Safety is the primary consideration, we do not want someone injured or killed because of any particular situation. Please ask before touching or using electrical equipment that you are not sure of.

Remember

Never turn on an electrical breaker without first knowing why it is off.

Only the person who “tags out” a breaker can remove the tag.

Never enter any electricians panel or attempt to work on any electrical equipment unless you are qualified to do so.

- (6) The company and union recognize that this MOU is intended to ensure that safe procedures must be exercised when working with electrical systems, and that this MOU does not represent every situation that may arise. Should a situation or procedure arise that may be considered by the company to be contrary or unnecessary to the intent of this MOU, then the parties agree that they will discuss the situation, and if necessary call upon a mutually agreed outside independent expert in order to resolve the situation.

Date: 14 February 1997

Kevin Hooper
SJSL

Richard Taylor
Local 2282

**Memorandum of Understanding
between
SJSL and Local 840**

Where the company determines trade support is required to allow Field Service Representatives to carry out installation or repair work on their equipment, this support will be provided by Local 840 for tasks falling within their jurisdiction.

Date: 07 February 1997

Kevin Hooper
SJSL

William H.A. Jardine
Local 840

**Memorandum of Understanding
between
SJSL and Local 3**

Where the company determines trade support is required to allow Field Service Representatives to carry out installation or repair work on their equipment, this support will be provided by Local 3 for tasks falling within their jurisdiction.

Date: 07 February **1997**

Kevin Hooper
SJSL

Paul Fitzgerald
Local **3**

Memorandum of Understanding

SJSL and Local 3

In the event that work is transferred from Local 3 to another bargaining unit, as the result of Technological Change, and subsequently that Technological Change is abandoned, then the work in question will revert to Local 3.

Date: 07 February 1997

Kevin Hooper
SJSL

Paul Fitzgerald
Local 3

11 December 1996 @ 8am

To: Local 213 Negotiating Committee
From: K. Hooper
Subject: Clarification - Article 7.02 C

Please be advised that the intent of 7.02 C, second paragraph is to ensure that an employee with service prior to the signing of this collective agreement must have been provided with the opportunity for training prior to being laid off out of sequence due to lack of skill and ability.

Kevin Hooper
Industrial Relations

KH/lh

Memorandum of Understanding

SJSL and Local 3

Should the company determine that the making and maintaining of straps be done in the yard then the function will be carried out by a qualified auxiliary worker.

Date: 07 February **1997**

Kevin Hooper
SJSL

Paul Fitzgerald
Local **3**

**Memorandum of Understanding
between
SJSL and Local 3**

Manitowac Crane

SJSL lifting beams and rigging from the hook down will be handled by SJSL labour.

Oiling and greasing duties will be done by SJSL labour.

Utilizing SJSL crange and labour, others will be responsible for supervision of the mobilization and demobilization of the crane as required and will accept final positioning and levelling and give approval for crane usage. Others shall always make the first test lift after relocation.

Date: 07 February **1997**

Kevin Hooper
SJSL

Paul Fitzgerald
Local **3**

**Memorandum of Understanding
between
SJSL and All Unions**

Warning slips will be removed from Personnel files after a period of three (3) months provided the employee(s) concerned have received no further warnings during that period.

Date: 07 February 1997

Kevin Hooper SJSL	Paul Fitzgerald Local 3	William H.A. Jardine Local 840
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Kevin Wilson S.J.MC.U. 13 February 97	Richard Taylor Local 2282 14 February 97	Stephen Peddle Local 213 20 February 97
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