



Irving Shipbuilding, Inc.

COLLECTIVE AGREEMENT

Between

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

Chartered by

Unifor/MWF

AND

HALIFAX SHIPYARD,
a Division of Irving Shipbuilding Inc.
June 30, 2022 to January 31, 2027



INDEX

INTRODUCTION	1
ARTICLE 1: PREAMBLE AND RECOGNITION	2
ARTICLE 2: RESPECTFUL WORKPLACE	2
ARTICLE 3: CHECK-OFF	3
ARTICLE 4: EMPLOYEE	3
ARTICLE 5: MANAGEMENT RIGHTS AND JOB SECURITY	3
ARTICLE 6: SENIORITY	4
ARTICLE 7: DISCIPLINE AND GRIEVANCE PROCEDURE	9
ARTICLE 8: UNION OFFICIALS	12
ARTICLE 9: NOTICES	14
ARTICLE 10: PAY	14
ARTICLE 11: SAFETY, SANITATION AND HEALTH	15
ARTICLE 12: TOOL LOCKER ACCOMMODATION	16
ARTICLE 13: GROUP BENEFITS	17
ARTICLE 14: HOURS OF LABOUR	21
ARTICLE 15: OUTSIDE YARD WORK, SHIP REPAIR AND/OR CONSTRUCTION	30
ARTICLE 16: TRIAL RUNS AND VESSEL REPAIRS OFF SHORE	31
ARTICLE 17: VACATIONS WITH PAY	34
ARTICLE 18: PAID HOLIDAYS	35
ARTICLE 19: BEREAVEMENT LEAVE AND JURY DUTY	36
ARTICLE 20: TRADE FLEXIBILITY	37
ARTICLE 21: SUBCONTRACTING	39
ARTICLE 22: TRAINING	39
ARTICLE 23: CHARGEHANDS	41
ARTICLE 24: EXPIRATION OF AGREEMENT	42
ARTICLE 25: OBLIGATIONS	42
HALIFAX SHIPYARD: SCHEDULE "A" (Rates of Hourly Wages)	44
MEMORANDUM OF AGREEMENT: Skill Premiums	49
MEMORANDUM OF AGREEMENT: Truth and Reconciliation Day	55
MEMORANDUM OF AGREEMENT: Inflation Protection	56
MEMORANDUM OF AGREEMENT: Early Retirement Benefits	57
MEMORANDUM OF AGREEMENT: Maximizing Work Opportunities	58
MEMORANDUM OF AGREEMENT: Maintenance Department	59
MEMORANDUM OF AGREEMENT: Joint Awareness Committee	60
MEMORANDUM OF AGREEMENT: Helpers	61
MEMORANDUM OF AGREEMENT: Article 6.04 Interpretation	62
MEMORANDUM OF AGREEMENT: Hours of Work	65
MEMORANDUM OF AGREEMENT: Apprentices	66
MEMORANDUM OF AGREEMENT: Subcontracting	68
MEMORANDUM OF AGREEMENT: Foreign Workers	69
MEMORANDUM OF AGREEMENT: Full Time Union Representative	70
MEMORANDUM OF AGREEMENT: Racial Justice Advocate	71
MEMORANDUM OF AGREEMENT: Women's Advocate	72
RE: UNDERTAKING LETTER	73

THIS AGREEMENT dated as of July 1, 2022
entered into between:

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

-and-

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

INTRODUCTION

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

ARTICLE 1: PREAMBLE AND RECOGNITION

- 1.01 The Company recognizes the Industrial Union of Marine and Shipbuilding Workers of Canada, Local #1 as the sole collective bargaining agent for bargaining unit employees of the Company.
- 1.02 There shall be no discrimination, interference, restraint or coercion by the Company against any employees because of membership and/or activities in the Union.
- 1.03 There will be no different treatment on the part of the Company in the matter of wages, hours and working conditions except as set forth in this Agreement between employees covered by this Agreement.
- 1.04 Arrangements shall be made for the briefing of new employees by the Union President or designate at a place and time designated by the Company for a period of up to two (2) hours.

ARTICLE 2: RESPECTFUL WORKPLACE

- 2.01 Where the context requires, words implying gender are intended to apply to all individuals equally, regardless of how they may self-identify; words in the singular include the plural and vice versa.
- 2.02 The parties agree that there shall be no discrimination against any individual on the basis of protected grounds in the Nova Scotia Human Rights Act and that they will work together to create an inclusive work environment for all minority groups, including the 2SLGBTQIA+ community.
- 2.03 The parties recognize that harassment is a serious issue in all forms and will not condone behaviour that is contrary to maintaining a respectful workplace for all employees, staff, and third parties. The Company will maintain and enforce a policy to support a harassment-free and respectful workplace.
- 2.04 The Company will support employees who are victims of domestic violence by providing domestic violence leave in accordance with the Nova Scotia *Labour Standards Code*.
- 2.05 The Company recognizes that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), a woman who is in an abusive or violent situation will not be subject to discipline for poor work performance that is caused by the effects of the abuse or violence. Similarly, absences that are the result of abuse or violence in her personal life will be treated as innocent absenteeism.
- 2.06 The Company agrees to allow employees one (1) minute of silence at 12:00 p.m. on December 6 each year in observation of the National Day of Remembrance and Action on Violence Against Women.
- 2.07 The Company understands the requirement to accommodate medical restrictions and limitations to the point of undue hardship in accordance with the Nova Scotia *Human Rights Act* and will work with employees and the Union to attempt to find meaningful work opportunities for employees experiencing verified mental or physical disabilities.

ARTICLE 3: CHECK-OFF

- 3.01 It is a condition of continued employment that all employees shall maintain Union membership in good standing.
- 3.02 The Company will maintain the current practice of deducting and remitting initiation fees and Union dues to the Union on a monthly basis. This practice shall stay in place unless specifically modified in writing by the parties.

ARTICLE 4: EMPLOYEE

- 4.01 Non-union employees shall not perform the duties of bargaining unit employees except for one emergency lift in warehouse on weekends provided the Union will be notified that the work has been done, in emergencies or for training or demonstration purposes.
- 4.02 The term "Employee" as used in this Agreement shall not include Supervisors, Security Guards, Timekeepers, Time Checkers, Production Clerks and any other salaried or confidential employee.

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

- a) does work of a confidential nature;
- b) has occasion to make reports of the work of employees or certifies to the hours worked by other employees;
- c) has access to information which is not available on request to the public or other employees;
- d) has occasion to certify to or on behalf of the Company particulars of goods disposed of or rendered to or by the Company to or by persons other than employees.

ARTICLE 5: MANAGEMENT RIGHTS AND JOB SECURITY

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

5.02 Labour Management Meetings

- (a) The Company and the Union recognize that communication between parties is imperative on both sides in order to maintain efficiency and to ensure the proper operation of the Shipyard.

Therefore, the Union Executive (President, Vice President, Business Agent, Chief Shop Steward) will meet with senior management of the Company, including the Director, Labour Relations, at a minimum on the third Wednesday of each month, or as otherwise agreed to by the parties, for up to two (2) hours to discuss and resolve, where possible, labour issues of general concern to the Yard. The intention is not to address individual matters that can be addressed through the grievance process.

- (b) Agenda topics will be exchanged between the parties at least five (5) days in advance

of the meeting and each side will ensure they are prepared to speak to the topics identified. Where the Union requests the release of employees to speak to specific issues, the request will be submitted for approval at the time agendas are exchanged.

- 5.03 The Company shall post notices indicating any vacancies outside the bargaining unit including the position of first level Supervisor or other supervisory jobs of equal or lesser position and shall invite employees to make application for such positions. Consideration will be given to present employees whose qualifications, leadership abilities, job related abilities and experience meet the necessary requirements. In no way is this to be construed as taking away Management's rights to make the selection.
- 5.04 Any changes affecting working conditions of the employees as laid down in this Agreement shall be subject to negotiations between the Company and the Union.
- 5.05 The Company shall post notices for a minimum of five (5) days indicating any vacancies in the Bargaining Unit and shall invite employees to make application for such positions. In the selection of those to fill such positions qualifications, job related abilities and experience shall be taken into consideration - where these are relatively equal, length of service shall be the determining factor. The union shall be given 48 hours advance written notice prior to the initial posting.
- 5.06 The Company reserves the right to improve its present facilities, equipment, or processes and/or install new equipment, either as a substitute for or in addition to the present facilities and to make whatever adjustments or arrangements in working force it may consider necessary or justified as a result thereof. The Company will discuss any major changes with the Union prior to any changes taking place and give every consideration to placing employees displaced by such action on other work. When endeavouring to place such persons affected, the joint training committee shall review upcoming training program requirements, and where possible, will recommend consideration of these displaced persons into these training programs, that would result in reasonable future employment within the company. Such placement, however, is not to interfere with the seniority rights of other employees.
- 5.07 Management shall not eliminate existing classifications to introduce new classifications during the term of this Agreement, without a negotiated agreement with the Union.

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

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

ARTICLE 6: SENIORITY

6.01 Introduction

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

6.02 Probation

(a) An Employee shall be deemed to be on probation for the whole period of employment in a classification until their gain seniority in that classification as per Article 6.02 (b). This applies to all new employees and to all existing employees who go into another classification.

(b) No probationary employee shall be entitled to seniority until the employee has worked

1,800 hours. Any probationary employee becoming entitled to seniority after the date of this Agreement shall have their seniority dated to their date of hire. This shall be considered to be the probationary period, subject to the exceptions specified in 6.02(d).

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

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

(1) The employee shall be informed and notification given to the Shop Steward.

(2) After a period of time wherein the employee is given an opportunity to improve, if the performance of the employee does not improve, the employee shall be dismissed from that classification at the Company's sole discretion.

(3) In the case that the employee's performance does improve, the probationary period may be extended with the consent of the union.

(d) When a probationary employee successfully completes probation (1800 hours worked), the employee shall receive seniority credit for all time spent on block release during probation in addition to the normal seniority credit earned under Article 6.02(b). It is understood that this subarticle will not permit the accrual of seniority for time spent in block training during periods of time when the employee would otherwise be laid off.

(e) An employee may not apply to any internal posting during their first year of employment.

6.03 **Classification Seniority**

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

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

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

When recalled, the employees shall be paid at the rate of the classification in which the work is being performed. When an attempt is made to recall an employee in their proper seniority position and the Company is unable to make contact and must go further down the list to obtain an employee, such junior employee shall not be entitled to more than a five (5) working day period replacing the more senior employee.

This shall not apply should continued attempts to contact the employee fail or if the employee refuses the recall.

(c) When an employee is assigned, loaned, volunteers, or fills a posted vacancy to work in another classification, all time spent in the other classification will count towards seniority, as per Article 6.02, and thereby enable that employee to establish preference for vacancies which arise in that classification over employees without service in that classification. Preference in permanent assignments will be given to the employee who establishes seniority in that

classification. For the initial and subsequent temporary assignments, preference will be given to senior employees with the required abilities to perform the work.

(d) When an employee transfers from one classification to another, they shall retain their classification seniority.

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

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

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

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

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

(h) Apprentices within their own classification shall carry their full classification seniority into the journeyman status upon attaining journeyman status.

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

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

(k) Apprentices will be employed as needed based on operational needs. In the case of lay-off, Apprentices will be maintained at a ratio of one (1) for each fifteen (15) tradespeople. Upon attaining seniority, an Apprentice shall move onto the seniority list for their classification in accordance with Article 6.03 (h).

6.04 **Seniority - General**

(a) The Company will furnish a list of employees to the Union when requested by either the President or the Business Agent.

(b) The Company will also furnish the Union with a daily list of hires and exits, and a weekly list of transfers between Classifications when in accordance with 6.03 (d).

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

- (i) If they voluntarily terminate employment;
- (ii) if they are discharged for cause;
- (iii) if they have been laid off for a period exceeding thirty-six (36) consecutive months. In the case of an employee off work because of a disability who is included on layoff within thirty-six (36) months from the date of disability, the above-mentioned thirty-six (36) month period shall commence from the date of layoff. In the case of an employee off work because of a compensation disability, the thirty-six (36) month period for seniority shall commence from his/her first date of return to work from that disability;
- (iv) if they have been laid off for a period exceeding twelve consecutive months and subsequent to that time has been issued two (2) requests from the Company at least two weeks apart by registered mail to their last reported address with an offer of employment and has failed to report and accept employment within seven (7) working days of the request;
- (v) if an employee without seniority as per Article 6.02 fails to acquire seniority within twenty-four (24) months from the first date of hire;
- (vi) if on recall, an employee without seniority as per Article 6.02 has been issued one (1) request from the Company (logged phone calls) without returning to work, a registered letter will be mailed to their last reported address requesting their return to work. If the probationary employee does not accept employment and report to work within fourteen (14) calendar days of the request, they shall forfeit all recall rights;
- (vii) if they overstay a leave of absence, unless they have submitted evidence satisfactory to the Company of their inability to return and are granted an extension;
- (viii) if he applies for and receives his contributions to the former Dosco Pension Plan (established June 1, 1955) or if they withdraw regular contributions from their RRSP;
- (ix) if they are retired;
- (x) if an employee withdraws vacation pay from current year in which it is being accumulated;
- (xi) despite Articles 6.04(c)(iv) and (vi), if an active or laid off employee is unable to attend work or return to work from lay off due to incarceration in excess of five (5) consecutive working days as a result of a criminal conviction.

(d) Any active employee within the bargaining unit promoted out of the bargaining unit shall not accumulate seniority while holding such position. If such employee reverts to the bargaining unit within three (3) months from the date of promotion, they shall exercise such seniority held at the time of his promotion out of the bargaining unit. From January 1, 2004 onward, active Bargaining Unit employees are only permitted to accept one such promotion out of the Bargaining Unit. Inactive Bargaining Unit employees (i.e. employees on lay off) are not restricted in the number or duration of such promotions they may accept. Bargaining Unit employees must not be laid off out of turn to accept such positions and Article 6.04 (c) (iii) shall apply.

(e) In circumstances where there is a reduction of employees in a classification and where an apprentice or tradesperson from that classification is directed to perform work of another classification for a period of thirty (30) consecutive working days, and the Company cannot return the employee to their original classification by the thirtieth (30th) day, they may choose

to accept a layoff at that time or continue performing the assigned work providing work is available.

Notwithstanding Article 20, assignments to avoid layoffs under this Article will be done by reverse order of seniority and will trigger postings after the 30th consecutive working day.

Where a second such assignment occurs within six (6) months of return to their regular classification, the employee shall have the right to accept a layoff at that time.

Recall from layoff under this Article shall be in accordance with Article 6.03(b).

Employees who select a layoff under Article 6.04(e) will be subject to a six month recall period under Article 6.04(c)(iv) as opposed to twelve months, which continues to apply to employees are laid off by the Company.

6.05 **Riggers' Duties**

For safety and efficiency, it is intended to have Riggers perform required rigging functions which include but are not limited to:

1. Engineered lifts and / or loads weighing over 10 metric tonnes;
2. Lifts requiring the use of two or more cranes (tandem lift);
3. Lifts over energized / pressurized systems;
4. Lifts of an irregular shape or awkward load; or
5. Lifts that include a turn or flip in the procedure.

It is not intended to have tradespersons do other than that rigging which directly furthers their own work in hand other than that permitted by Article 20.00 or restricted by Article 11.00.

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

6.06 **Services Employees**

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

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

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

Services C Existing employees (Grandfathered) and/or new employees not qualified as A or B above.

Duties will include stage building assistance, such duties to be performed under the direction of a journeyman Joiner.

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

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

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

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

(d) All Services employees will be hired and laid off in accordance with Article 6. Employees in Services group "A" or "B" that are called in or kept at work "out of turn" in accordance with Article 6.03(a) may perform the work of lower graded employees for a period of no more than five (5) working days. The purpose of this is for inclement weather or situations beyond the Company's control that do not allow the continuation of the spray painting or sandblasting job.

6.07 **Stores**

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

6.08 **Electricians' Duties**

The electricians' duties to include the duties of temporary light/power.

6.09 Employees with twenty (20) or more years of service who, because of medical reason or disability, are unable to continue in their classification, shall be placed by mutual agreement between the Union and the Company.

Such placed employees will not cause the layoff or bumping of another employee with six (6) years or more of seniority and such placed employees will be subject to lay off by classification seniority in their own classification and shall be entitled to overtime that is to be fairly and impartially rotated between employees.

6.10 **Exceptionally Dirty Work**

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

ARTICLE 7: DISCIPLINE AND GRIEVANCE PROCEDURE

7.01 No employee will be disciplined, suspended or discharged without just cause.

7.02 (a) The time limit for the imposition of discipline will generally be ten (10) working days from the completion of the investigation into the offence but in no circumstances will discipline be imposed more than twenty (20) working days from the date on which the Company knew, or ought to have known, about the incident to be investigated and provided any Union delay in the process is discounted from the timeline.

(b) Where an employee is absent from the workplace during the time discipline is to be imposed, the time limit will be extended by that period of absence following the employee's return to work.

(c) An employee shall have the Business Agent or a Union representative present for investigation or disciplinary meetings. In the event of formal discipline, the Union shall be given twenty-four (24)

hours' notice of the meeting.

(d) Reasons for discipline will be confirmed in writing with a copy provided to the Union.

7.03 The parties may extend the timelines for discipline by written mutual agreement.

7.04 If the Company intends to rely on surveillance (video or other means) for the purpose of administering discipline, the Company will show the surveillance to the applicable Union Representative before the disciplinary action is taken.

7.05 Where an employee has discipline on record, the discipline shall automatically expire if the employee receives no further discipline during the following time periods:

Written warnings:	9 months
Suspensions of less than five days:	12 months
Suspensions of five days or more:	18 months

Disciplinary offences for discrimination, harassment or serious safety violations that have not resulted in termination of employment will remain on an employee's file for a period of twenty-four (24) months if no further discipline is received during that time period.

Expired matters will not be used against the employee for any reason.

7.06 The Company will allow employees to access their employment file upon request with at least 48 hours' notice to Labour Relations. A Union representative may attend with the employee if desired.

7.07 **Adjustment of Grievances**

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

7.08 **Grievance Process**

(a) The Company, Union or individual employees may file a grievance alleging a breach of the collective agreement; the Company and Union will file grievances at Stage 2 of the process.

(b) An employee has a right to have a Shop Steward present at any step in this process. A Shop Steward may act on behalf of an employee if the employee is on layoff and/or otherwise absent from their place of work.

(c) Where an employee has been discharged, suspended or improperly laid off or hired, the employee must present a formal grievance within five (5) days of the event.

All other violations of the collective agreement must first be presented verbally to the employee's supervisor within twenty-four (24) hours of occurrence before it can become a legitimate grievance.

(d) A supervisor must answer a verbal complaint within twenty-four (24) hours of receipt. If the matter is not resolved, the employee may file a formal grievance in writing within five (5) days of the supervisor's response (Stage 1).

(e) A supervisor will respond to a Stage 1 grievance in writing within forty-eight (48) hours of receipt of the grievance.

(f) If the grievance is not resolved at Stage 1, representatives of the Grievance Committee will

discuss the matter with the Company at the next grievance meeting (Stage 2).

The meeting will normally be held within ten (10) days of the supervisor's response unless delayed for legitimate reason and employees involved in the grievance may attend.

- (g) If the matter is not resolved, the Company will issue a final decision on a Stage 2 grievance in writing within five (5) days of the meeting.
- (h) If a grievance is not resolved at Stage 2, the Union (or the Company for Company grievances) must advise of its intention to proceed to arbitration in writing within ten (10) days of the Stage 2 response.
- (i) Any grievance not referred to arbitration in accordance with (h) within thirty-four (34) days of first being filed shall be inarbitrable and an arbitrator shall have no jurisdiction to reinstate or give effect to such grievance.
- (j) The parties may extend any timelines contained in the Grievance Process upon mutual agreement confirmed in writing.

7.09 The Union's Grievance Committee will continue to be administered as it currently is unless a change is mutually-agreed in writing between the parties. Any dispute about the Grievance Committee shall be resolved based on the language establishing the terms of that Committee as set out in the collective agreement expiring June 30, 2022.

7.10 **Arbitration Process**

When a grievance has been processed through the grievance procedure and has not been resolved, the following process will apply.

The Company and the Union, directly or through counsel, must attempt to designate an arbitrator to hear and render a decision on a grievance. Failing an agreement on the designation of an arbitrator, either party may request the Department of Labour to designate the arbitrator.

The arbitrator shall not have the power to change, modify, or delete any of the provisions of the agreement, or to substitute any new provision or to render a decision which does not comply with the terms of the agreement.

Where the arbitrator determines that an employee has been discharged or otherwise disciplined for cause (except as specified in Article 7.10 (Attendance)), the arbitrator may substitute such other penalty for the discharge or discipline as is just and reasonable in all the circumstances.

The Company and the Union shall each pay their own expenses, but they shall share the fees and disbursements of the arbitrator except as set out below.

Once a grievance has been scheduled for arbitration, as confirmed by the arbitrator's notice in writing of a date for hearing, a party who then makes a settlement offer that is accepted by the other party in full resolution of the grievance will, as a part of that settlement, be responsible for the full cost of the arbitrator's cancellation fees of scheduled hearing dates arising due to the settlement of the grievance.

This provision does not prevent either party from agreeing to split the cancellation costs as a term of the settlement. Settlement offers made prior to hearing dates being set do not trigger cost consequences unless they continue to be available for acceptance after hearing dates are set.

If a party does not accept the last settlement offer made in writing by the other party, where any offer to settle has been made, and is then not successful at arbitration, that party will be solely responsible for the arbitrator's expenses arising from the arbitration hearing (to a maximum of \$10,000.00 for any single arbitration).

Success for the Union or Company will be defined as the grievance upheld for the party filing the grievance or the grievance dismissed for the party denying it. If an arbitrator partly upholds a grievance, both parties will bear their own costs.

- 7.11 The parties agree that any employee having an absence rate above 10.00% in any rolling three-month window or above 8.00% in any rolling twelve-month period will be terminated for just cause.

Recognizing that excessive absenteeism is a significant disruption to the Company, the Union and the workforce, the parties agree that the termination may be grieved but that an arbitrator will have no authority under section 43G of the *Trade Union Act* to modify the penalty; the arbitrator will only be empowered to determine if the absence rate is, in fact, above the applicable absence rate specified for the given time period.

Absences that are excused by the Company, due to leaves permitted under this collective agreement, or which are protected by the legal duty to accommodate will not be considered in calculating the absence threshold under this Article and those absences will be managed through the attendance management process.

ARTICLE 8: UNION OFFICIALS

- 8.01 An employee selected by the Union for any executive Union position which requires them to leave the employ of the Company will be given a leave of absence for the duration of such appointment or for the holding of Union Office. The standing of such employee will be continued as if during the period of holding such Union Office they were still working for the Company in the same classification as they were working when such leave of absence was granted.
- 8.02 Upon the expiration of such Union duties and, if and when employment in their classification is available, such employee will be given employment in the Yard in their classification and upon the seniority standing of such employee as above provided.

Clauses 8.01 and 8.02 above shall not apply to employees becoming employees of the Union engaged in social Union club activities. Any special leaves required by the Union for any of its members shall be subject to approval of the Labour Relations Manager.

- 8.03 (a) When an employee is away on authorized official Union Business, which may be taken as a full eight (8) hour shift or as a single four (4) hour block at the beginning or end of the shift, the Company will reimburse that employee for eight (8) hours per day, or four (4) hours as the case may be, straight time, at their prevailing straight time wage rate.

The Company will submit to the Union for reimbursement these costs and the Union will, in turn, settle account within thirty (30) days of receipt of this invoice.

(b) In order to be released from a scheduled shift for Union Business, the Business Agent will provide, on behalf of the employee, a minimum of forty-eight (48) hours' notice except in emergency circumstances. Request for leave for Union Business in any circumstance shall not be unreasonably denied by the Company.

- 8.04 The Company will ensure that one (1) parking spot is reserved for Union officials at all times,

to be located near the front gate of the Yard.

- 8.05 Shop Stewards may meet on Company time on Tuesday of each week, 2:00 p.m. till 4:00 p.m. by mutual agreement, at a place designated by the Company, if there is any business to be transacted.
- 8.06 Each classification or grouping of classifications (as specified below) shall be represented on the basis of one (1) shop steward for up to sixty (60) employees. For each additional sixty (60) employees or major fraction thereof in a given classification or group of classifications, an additional shop steward shall be allowed, up to a combined maximum of three (3) per classification or group of classifications.
1. Welders
 2. Ironworkers
 3. Electricians
 4. Pipefitter
 5. Machinist/Industrial Millwright/Mechanic
 6. Riggers/Crane Operators/Stagebuilders/Joiners
 7. Services/Facilities
 8. Supply Services (Tool Crib, Warehouse, Truck Driver)
 9. Womens' representative(s)
 10. Visible Minorities representative(s)
 11. Apprentice representative

The ratio of one shop steward per sixty (60) employees or major fraction thereof shall also apply to second and third shifts, based on total yard workforce on a given second or third shift. If there are not enough regular shop stewards on a given second or third shift to satisfy this ratio, then the Union shall be entitled to appoint temporary shop stewards to ensure that the ratio of one shop steward per sixty (60) employees on the shift is met, to a maximum of three (3).

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

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

- 8.08 The Union will provide the Company, from time to time, with lists of the Shop Stewards. The Chairman and Recording Secretary of the Shop Stewards' Committee together with the Chairman of the Safety Committee will be permitted to attend the Shop Stewards' meeting.
- 8.09 All time spent on in-plant activities by Union members and Union Committees recognized by the Company and/or the Collective Agreement shall be considered as time worked, and it is recognized that the Supervisor's permission should normally be obtained.
- 8.10 The Business Agent of the Union or their designate will have pass privileges when the Yard is working. The Business Agent or designate may confer with Supervisors or Management on Company time on matters pertaining to the Agreement. Such privileges are to be subject to the provisions of contracts and instructions of the Canadian Government.
- 8.11 Any additional hours that extend past an eight (8) hour session at contract negotiating table will be paid by the Company at straight time, not to exceed 12 hours per day.

8.12 The Company will pay into a special fund three cents (\$0.03) per hour for all hours worked per Local 1 employee per calendar year to provide for a paid education leave plan. Such monies to be paid by the Company semi-annually within thirty (30) days of June 30 and December 31 into a trust fund established by the National Union, Unifor.

8.13 **In-Yard Elections**

It is agreed that the General and Shop Stewards elections will be scheduled in accordance with the local Union's bylaws and held during non-production times in locations determined by the Company. It is understood that the parties may alter the time and/or location of the elections by mutual agreement.

ARTICLE 9: NOTICES

9.01 The Company will provide notice board areas prominently placed in the lunchrooms in the following areas: Pre-outfit #1, Ultra Hall, Land Level, Machine Shop, Stores for the use of the Union only. Notices other than those giving notice of meetings, may be posted if approved by the Director, Labour Relations or designate.

ARTICLE 10: PAY

10.01 (a) All employees covered by this Agreement shall be paid weekly and wages shall be paid by direct banking in accordance with this Article. One week's lying-in-time to be retained. Pay stubs will be provided to employees by email on Tuesday of each week; it being understood that if the email system does not consistently deliver the stubs, the Company will revert to distributing the stubs in the yard.

Employees without access to email can elect to receive pay stubs by mail to their mailing address on record with the Company.

(b) Where an employee requires an adjustment to their pay, corrections must be brought to the attention of their supervisor no later than 8:00 a.m. Thursday in order for payment to be made via direct deposit by Saturday.

10.02 All direct deposit banking shall be by Wednesday afternoon (except after Monday holiday as described below) and employees to have choice which bank their deal with. In weeks where a Statutory Holiday falls on a Monday, direct deposit will occur by Thursday afternoon. Employees may change their account or bank for direct deposit twice (2) per year upon giving at least seven (7) days' notice.

10.03 Any employee being laid off, discharged or quitting of his own volition shall receive all wages by direct deposit at the next regular pay period provided they have their tool clearance.

10.04 An employee shall receive a full day's pay on the day of layoff unless the employee voluntarily leaves prior to the end of the shift, in which case the employee will be paid only for the actual hours worked plus one hour to return gear, clean lockers, etc.

Where the day of layoff is the same as the day of hire, an employee hired shall receive a full day's pay.

Where the layoff occurs on a Saturday, Sunday, Statutory Holiday or a day of observance, the employee shall receive eight (8) hours pay at the applicable rate of pay for the hours worked at the applicable rate, whichever is greater.

- 10.05 If an employee is not at work due to vacation, workers compensation, weekly indemnity, (sick leave), E.I. (sick leave), they shall receive eight (8) hours pay on return to work if there is then no work available and the employee is laid off.
- 10.06 The pay week shall commence 0001 hours Sunday and end midnight Saturday.
- 10.07 In the event the Company overpays an employee by more than \$50.00, the employee will be provided with written notice of an intent to withhold the repayment owing from an employee's pay at least seven days prior to the Company doing so. Where the amount is in excess of \$100.00, the employee will be provided an opportunity to meet with the Company to discuss a reasonable repayment plan.

ARTICLE 11: SAFETY, SANITATION AND HEALTH

- 11.01 Once per calendar year, on the first pay period in June, the Company will pay the sum of \$275.00 to each active employee with seniority as a boot allowance; it being understood that boots are PPE and must be maintained to ensure adequate protection for the employee.
- 11.02 All employees are required to wear Company-issued coveralls or work wear.

Newly hired employees will receive the following at the start of their employment with the Company. This allotment will count as one of the semi-annual allotments:

- 1. 1 pair Company-issued long sleeve coveralls; or
- 2. 1 pair Company-issued bib-style coveralls and 5 t-shirts; or
- 3. 5 t-shirts, 2 pairs of pants, and 2 sweat tops.

Company credits will be issued to employees no more than twice per calendar year upon reaching seniority status of 1,800 hours worked.

The Company will issue credits semi-annually to active employees to use toward new coverall/work wear clothing options.

- 1. 1 pair Company-issued long sleeve coveralls; or
- 2. 1 pair of Company-issued bib-style coveralls and 2 t-shirts; or
- 3. 1 t-shirt and 1 pair of pants and 1 sweat top.

On a bi-weekly basis, the Company will provide the Union office with a report of Local 1 hours worked for the purpose of entitlement to boots and coveralls.

- 11.03 (a) The Committee will be structured with a minimum of three (3) and no more than five (5) employees from the Company and from the Union, as agreed to by the Co-Chairs.

Where there are more than three (3) employees from each side on the Committee, the Union will ensure a minimum of one (1) of the Union Committee members is elected from the afternoon shift (4:00 p.m. to 12:00 a.m.).

The Chairmanship will rotate between Union and Management Representatives from meeting to meeting.

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

(c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from Management and one (1) from the Union, shall make bi-weekly inspections of the Yard, including equipment, and shall report to the Health and Safety Committee the results of their inspection.

In the event of an accident or major injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Union and to the Employer on the nature and causes of the accident or injury. These representatives must be notified of a request for inspection by a Government Inspector and shall have the right to accompany the inspector(s) on their inspection(s).

Time spent in all such activity shall be considered as time worked and overtime rates will apply where applicable during investigations

(d) Where the nature of the accident or major injury warrants the involvement of additional members of the Joint Health and Safety Committee, the two designated representatives may mutually agree to involve such additional members as their see fit.

11.04 Return To Work

The Company and the Union want to jointly ensure that an employee's transition back to work is as smooth and safe as possible.

As a result, a joint Return to Work Committee consisting of the Business Agent or Unifor Return-To-Work Coordinator, one (1) Company representative and the Disability Manager shall meet a minimum of once per month to review the status of employees on approved Workers' Compensation or weekly indemnity claims and to discuss any current or pending returns to the workplace, recognizing that the return-to-work processes for the two types of claims can be different.

When the Company schedules a return-to-work meeting, the employee will be advised of their right to have the Business Agent or Unifor Return-to-Work Coordinator participate.

11.05 The Company and the Union understand the importance of actively promoting positive mental health for employees. To ensure this remains top of mind, the Return-To-Work Committee will attend Joint Occupational Health and Safety meetings a minimum of twice annually, and more frequently as necessary, to report on mental health trends in disability cases or return-to-work efforts that may require further consideration.

ARTICLE 12: TOOL LOCKER ACCOMMODATION

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

12.02 The Company agrees to supply secure facilities for the safekeeping of personal and Company tools adjacent to the work area.

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

12.04 All tools considered lost or stolen shall be immediately reported to the Company's Security who shall immediately commence an investigation. An employee will be reimbursed for missing tools to the extent of the tools as listed in 12.03 and which were stored in Company supplied gang boxes or in secure facilities.

ARTICLE 13: GROUP BENEFITS

13.01 The Union and the Company agree to a Group Retirement Savings Plan on the following terms:

- (a) The employee must contribute a minimum of 5% of regular base and overtime wages and the Company will match this amount.
- (b) Employees can make additional voluntary contributions up to the maximum permitted by law (18% of previous year's gross earnings) by payroll deduction or lump sum contribution. Additional contributions may be withdrawn upon demand and any service fee applicable to the withdrawal will be deducted from the proceeds.
- (c) The Company will make regular contributions while the employee is on vacation.
- (d) Employees may change their contribution rates at any time (not to exceed once per month).
- (e) While an employee is laid off or absent on Workers' Compensation Benefits, there will be no Company contributions made. If on weekly indemnity, the Company will contribute to the RRSP if the employee makes their contributions; contributions will be based on the weekly indemnity benefit amount.

13.02 Retirement Bonus

An employee, upon retiring, shall receive one hundred dollars (\$100.00) for each year of service. "Retire" means age and years of service equal or exceed 75.

13.03 Group Insurance Plan

Life Insurance and Weekly Indemnity

The Company will put in place with an insurance company and pay the full cost of the mandatory life insurance plan, accidental death and dismemberment and weekly indemnity plan.

Life Insurance

1.5X annual earnings to a maximum of \$150,000.00

Accidental Death & Dismemberment

1.5X annual earnings to a maximum of \$150,000.00

Weekly Indemnity

Payable at 66 2/3% of regular weekly earnings to a maximum of \$1000.00 per week

4-8-52

Note: 4-8-52 means weekly indemnity paid as of the 4th day of non-occupational accident or as of the 8th day of illness for a maximum of 52 weeks' 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 in accordance with the terms of the policy.

On request of the Union, the Company will meet at least once per calendar year to review the terms of the insurance policy with them.

Long Term Disability Benefits

Benefit level: 50% of regular monthly earnings (based on employee's classification hourly wage rate x 40 hours for weekly earnings), to a maximum of **\$3,000** per month. The union can request an increase to the monthly benefit in an amount of their choosing twice during the life of the contract.

Benefit type/premiums: non-taxable/100% employee pay

Benefit Period: benefits payable will cease at the earlier of:

1. Termination of benefits
2. Five (5) years
3. Age 65

Definition of Earnings: Gross earnings less taxes, CPP and EI premiums

Waiting period: 365 days after Weekly Indemnity benefits cease

Offsets: Direct offset for CPP, Workers' Compensation, Auto insurance, EI and employer sponsored short term disability/sick leave benefits

Definition of disability: First twelve months own occupation, thereafter any occupation

Medical, Dental, Vision

The Company will put in place with a health benefits carrier a medical/dental/vision care insurance plan. Employees must participate in the total package.

Costs will be shared with the company paying 60% and the employee paying 40%. For the employee's convenience the company will make weekly deductions.

Premiums will be reviewed annually as of January 1 and the Company and employee cost based on the proportions described above will be adjusted to account for any such revised premium.

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

Medical Insurance Plan

For unionized employees and their covered dependents

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

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

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

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

Hospital Expenses and Supplies: Charges for hospital services and supplies obtained from an out-patient department of a licensed hospital or surgical company while the insured is not confined in the hospital.

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

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

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

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

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

Physiotherapy: Charges for services of a qualified Physiotherapist.

Speech Therapy: Charges for services of a qualified therapist up to a maximum payment of **\$500** per calendar year for each insured person.

Clinical Psychology: Charges for services for a qualified psychologist up to a maximum payment of **\$1500** per calendar year for each insured person.

Hearing Aids: Charges for hearing aids prescribed by legally licensed Otolaryngologist, up to a maximum **\$500** for one instrument per insured in any four consecutive years.

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

Maximum charge not to exceed appropriate Association Fee Schedule.

Maximum amount payable per person not to exceed \$500 in any calendar year (**with the exception of clinical psychology**) per paramedical service with an overall annual cap of \$1500.

Dental Care

Dental I (Reimbursement at 90%)

This covers most common dental expenses:

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

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

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

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

Vision Care

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

- Eye examinations including eye refractions every two years over 21; every year under 21.
- Eyeglasses and contact lenses to a maximum of **\$300** every two calendar years.
- Visual training services and remedial exercises subject to 50% reimbursement of the insured charges.
- Diagnosis and treatment for accidental injury or disease to the eyes.

Cost Sharing

The monthly costs of these programs as of January 1, 2023 is a total of \$ 258.27.

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

60/40 Cost Sharing

Company Share - 60% \$154.96

Employee - 40% \$103.31

For employee convenience, the Company will make weekly deductions of: \$35.76 per week (Company) and \$23.84 per week (Employee)

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

EFAP

The Company has an Employee and Family Assistance Program to help employees resolve a wide variety of personal problems. The program, which is independent of Halifax Shipyard, provides confidential assistance to employees who seek help. No individual employee information is released to Halifax Shipyard or JD Irving.

Administration

New employees will join the group retirement savings and benefits plans on the 1st of the month following ninety (90) days of continuous employment.

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

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

Weekly Indemnity: Life, Medical and Dental coverage will continue and the Company will pay the full premium contribution for both of these plans.

Long Term Disability: Medical and Dental coverage will continue, provided the employee pays the full premium contribution. Life insurance coverage will continue and the Company will continue to pay for the full premium contribution.

Eligibility for coverage under the Life, Medical and Dental plans ceases upon expiry of LTD benefits.

ARTICLE 14: HOURS OF LABOUR

- 14.01 (a) When operating on the three shift per day model, the hours of work shall be eight (8) hours per day, five (5) shifts per week, Monday to Friday inclusive for all shifts.

Start times for these shifts will be maintained as they currently are for the life of this collective agreement unless changed in writing by the parties.

Start times for Flex shifts in a given area will be negotiated by the Company and the Union if the Flex shift is implemented.

If the parties cannot reach mutual agreement on start times, the start times will be subject to an expedited interest arbitration.

Stop times will be determined by the length of the shift operating at the time.

Once a specific start time is designated for a shift, it will be maintained for a minimum of six (6) months, unless otherwise agreed between the Company and the Union.

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

(c) Employees working on the night shift shall receive a premium of 25% of their base rate for all hours worked on the night shift.

(d) Employees working on the back shift shall receive a premium of 30% of their base rate for all hours worked on the back shift.

(e) **Break Periods** Each employee will be entitled to a ten (10) minute break to be taken between 10:00 a.m. and 12:30 p.m., which will be taken on or adjacent to the work in hand with the employees providing their own refreshments. The specific timing of each employee's break will be subject to supervisor approval and will not be unreasonably denied.

Afternoon Shift Window: 8:30 p.m. and 10:30 a.m.

Back Shift Window 2:00 a.m. and 4:30 a.m.

Returning To The Job After Lunch Breaks

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

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

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

(g) Employees fifty-five (55) and over with minimum 10 years' service or employees with twenty-five (25) years' service or more are not required to work shift unless there is no other work available. But refusal shall also exempt them from all overtime other than regular day shift hours on Saturday, Sunday and holidays.

Service time lost due to Article 6.04 (c) (iv) and or 6.04 (c) (ix) shall be included in the tabulation of the twenty-five (25) years' service. Employees who are exempted from shift work for medical reasons shall not be eligible for overtime.

(h) When it becomes necessary to operate an afternoon shift and/or back shift or to increase the number of required employees on such a shift, the Company will post an Expression of Interest for qualified volunteers to move to the shift and will assign them on the basis of seniority. Any employee who accepts such a transfer retains the right to bump off the shift after four (4) weeks.

If there are not enough qualified volunteers, the Company will assign employees for a four (4) week period from the bottom of the seniority list up. Any employee so assigned may choose to stay for a longer period if there is sufficient work available.

When an employee chooses to leave a afternoon or back shift for day shift, their will provide a minimum of ten (10) calendar days' notice. Where the Company requires additional employees on the afternoon or back shift, it will provide at least seven (7) calendar days' notice in advance of the assignment.

Assignments to afternoon or back shift will be scheduled to ensure no employees are assigned to these shifts on a consecutive basis.

The Company may have to restrict the transfer of some of these volunteers because they have received training in processes which must be maintained, uninterrupted, however any deviation in assignment by seniority will be discussed with the Union prior to assignment and consent to do so will not be unreasonably withheld.

Employees hired directly to an afternoon or back shift must work two (2) complete years on that shift prior to being eligible to leave the shift. This requirement will be included in any posting for the vacancy but is not a guarantee of employment. All other provisions of the collective agreement continue to apply.

(i) **Pass Outs** Any employee wishing to leave the Company premises prior to the termination of his shift must, where possible, make this known to their Supervisor prior to the start of their shift and must obtain an employee pass out, completed and signed by their Supervisor or the Labour Relations Manager or their designate.

For unplanned emergencies in the absence of their Supervisor, the pass out can be obtained from the Labour Relations Manager or their designate. A request for a pass out shall not be unreasonably withheld.

The employee must swipe out and deliver the pass out to security.

14.02 (a) Where practicable, a layoff will occur at the end of the week.

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

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

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

Employees who are directed to change their shift shall be guaranteed forty (40) hours pay at straight time rates in addition to overtime worked, provided they are not subject to lay off and/or provided they perform work which is available and/or they are not absent because of physical disability, and/or absenteeism and/or the Yard is not operating for reasons beyond the control of the Company.

When an employee on the nightshift is required to change to the first shift on the following day, their shall clock out one-half (1/2) hour before the regular shift quitting time without loss of pay, so that they may have a minimum of eight (8) hours break between shifts. Where practicable shifts will start on Monday, Tuesday, or Wednesday.

14.04 Employees assigned to one of the shifts mentioned above who have worked the regular shift hours including similar hours on Sunday and Holidays and who are required to work continuously thereafter or are recalled prior to receiving an eight (8) hour break shall, on the completion of such work, be entitled to an eight (8) hour rest period.

Where there is less than eight (8) hours between the time their finish work until the starting time of their regular shift, employees shall not be required to report for their regular shift until eight (8) hours from the time their finished work. In such cases they will be paid for that portion of the eight (8) hours which they would have been working on their regular shift, at straight time rates.

If the reporting time for an employee is in the afternoon and the employee chooses not to return due to the lateness of the reporting time, their shall receive four (4) hours pay at straight time rates to compensate for loss of shift.

No person shall work more than sixteen (16) continuous hours unless an emergency exists and, in this event, prior approval must be received from the Company and the Union. If, however, in this emergency situation, employees continuing without an eight (8) hour break, double time shall be paid for hours worked.

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

14.06 **Yard Shutdown**

In the event the Company deems it necessary not to operate and/or to close the Yard, or any part thereof, due to power outage, inclement weather, fire, flood or other causes beyond the control of the Company, employees affected may be sent home and paid only for the actual time worked with a guarantee of a minimum of four (4) hours at straight time.

This will not apply if the Company has given notification over the Company's social media platforms, local radio stations Q104 and Move100 and given notification on a pre-recorded message (902-474-1017) at least one and one half (1 1/2) hour prior to the start of the shift that the shift will not be operating-

In cases of anticipated inclement weather, the Company may delay the start of a shift until it can make a decision on cancellation. Notification of a delayed start will be given a minimum of two (2) hours in advance of the scheduled shift.

In order for an employee living outside the Halifax Regional Municipality ("HRM") to justifiably miss a scheduled shift due to inclement weather, the schools in the district in which the employee lives or in districts on the route an employee travels to get to and from work must be closed for the entire day. This does not apply to schools in the HRM if the Yard remains open. All other absences will be addressed through the attendance management process.

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

i) Banking

Overtime pay will be banked on a net (after tax) basis. Employees may bank all or a portion of their net overtime pay as the employee chooses on an ongoing basis.

Employees may choose to start or stop overtime pay banking on any week their wish to do so, provided the employee advises the Company by 4:30 p.m. Friday on the week their wish to start or stop banking.

Overtime may be banked at any time during the year starting from the first day of the financial year (normally occurs shortly after January 1st) until two pay periods prior to December 25th.

ii) Withdrawals

All banked overtime will be paid by direct deposit banking on the regular pay day. No taxes or other deductions will be taken from banked overtime being paid, as these deductions have occurred at the time of banking.

An employee who wishes to receive banked overtime pay must so advise the Company, in a

way to be determined by the Company, no later than 4:30 p.m. Friday prior to the pay day when the employee wishes to receive the banked overtime pay.

Employees may request banked overtime payments a maximum of six times per year, with a minimum amount of \$150 per payment.

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

Additionally, once per year, an employee may take a one week leave of absence (i.e. a leave of absence that takes place over one whole pay week) and take banked overtime pay during that week.

Such LOA must be authorized at least one week in advance by the employee's supervisor and the Labour Relations Department. LOAs will not be authorized for any other week in which an employee is taking banked overtime.

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

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

14.08 **Overtime Pay**

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

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

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

14.09 **Overtime Selection**

(a) It is recognized that overtime work is necessary in the industry and where practicable excessive overtime shall be avoided. The Company recognizes and will encourage shift work.

The necessity of working overtime must not be construed as license for continuous application of overtime after the regular working shift on specific jobs where it can be demonstrated that alternative means would be as productive with an equal or lesser cost to the Company; i.e. adding another shift or adding more workers to an existing shift.

(b) Overtime shall be distributed fairly and impartially among qualified employees in the following manner:

1. The Company will maintain two seniority lists for the purpose of overtime – one for weekdays and one for weekends.
2. To the employee performing the job if their have volunteered for overtime on that day or weekend.

3. To qualified employees of the crew responsible for that job, among those who have volunteered for overtime on that day or weekend and to be assigned on a rotational basis among those putting in

4. To qualified employees in the yard who have volunteered for overtime on that day or weekend. Volunteering for and notification of overtime will be done electronically and employees may choose to be available by classification for which they are qualified, early starts (if applicable) or stay lates.

5. Employees will not be moved to an open job on Thursday or Friday for the purpose of weekend overtime.

6. Overtime opportunities for those performing work in tool cribs, cranes, stores, rigging and staging will be done on a rotation basis provided their have the necessary skills and qualifications to do the available work.

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

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

(iv) Apprentices shall be entitled to overtime within their classification in the yard-wide rotation based on a minimum ratio of one (1) apprentice for every three (3) journeymen, subject to available manpower. This ratio may be adjusted by mutual consent between the Chief Shop Steward and Production Resources.

When the list is exhausted by ratio, apprentices in that classification shall be offered overtime in accordance with Article 14.09.

(v) After two (2) overtime absences within any ninety (90) day period, the employee's name shall be removed from the overtime rotation list for thirty (30) days.

(vi) If an employee has worked overtime during the weekend and is absent from work on any regular work day during the week following that overtime two (2) times in a period of ninety (90) days he/she will be removed from the weekend overtime rotation list for a period of thirty (30) days.

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

(c) **Weekend Overtime**

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

(ii) From the beginning of the shift Monday and up to and including the beginning of the Wednesday day shift, each employee will be required to indicate electronically whether they are available for overtime on the weekend or upcoming holidays, and for what shifts and classification(s). Any employee who does not indicate whether they are available for overtime will be considered to have indicated that they are not available for overtime that weekend.

- (iii) Any employee who indicates that they are available for overtime on a given weekend shift is obligated to work overtime on that shift if asked to do so by the end of their shift on the last regular workday before the weekend or holiday. When asked in accordance with the above, any employee refusing overtime on a given shift after indicating they are available to work on that shift will be considered as being absent. The Company may fill any absence by contacting any employee in that classification.
- (iv) Where an employee indicates they are not available for overtime on a given weekend shift and their turn comes on the rotation, they will be passed over for that overtime assignment and will not be considered for another overtime assignment until their next turn in rotation.
- (d) **Weekday Overtime**
 - (i) At the beginning of each regular weekday shift, each employee will be required to indicate on his/her time card (or on a supplied form, or through an electronic scanner system) whether he/she is available for overtime following that shift. Any employee who does not indicate whether or not they are available for overtime will be considered to have indicated that they are not available for overtime.
 - (ii) Any employee who indicates that they are available for overtime on a given day is obligated to work overtime if asked to do so at least one hour prior to the end of their shift. When asked in accordance with the above, any employee declining overtime after indicating they are available to work will be considered as being absent (as per section (b) (iv) above). The Company may fill any absence by contacting any employee in that classification.
 - (iii) Where an employee indicates they are not available for overtime, if their turn comes on the rotation, they will be passed over for that overtime assignment and will not be considered for another overtime assignment until their next turn in rotation.
- (e) For the first thirty (30) days of employment, probationary employees shall not be eligible for overtime unless sufficient qualified employees cannot be obtained from the applicable list.
- (f) For purposes of allocating overtime, each shift on Saturday, Sunday and Statutory Holidays shall be considered to be a separate overtime assignment.
- (g) The first time an employee is overlooked for an overtime assignment in any ninety (90) day period, the employee shall be offered the next available relatively equal overtime assignment; for the second and subsequent times, the employee shall be awarded one hundred percent (100%) of the lost overtime.
- (h) Shop Stewards will be informed, where practical, of all overtime assignments. This will ensure that the Shop Steward will become aware of the extent of overtime being worked and on which jobs.
- (i) All lunch periods during overtime hours, over and above the first eight (8) hours worked will be considered as time worked for purposes of calculating overtime pay.
- (j) All employees who attain in-line heating treatment training shall be considered for overtime when overtime requiring this qualification arises. Such overtime to be rotated between those employees so qualified on an overtime rotation list separate from the Steelworker list. Inclusion on this overtime rotation list shall not exclude an employee from being included on the normal Steelworker overtime rotation list.

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

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

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

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

14.11 When an employee is requested to work overtime on Saturday, Sunday or Holiday in addition to the applicable overtime rate of pay, the shift premium as described in Article 14.01, if applicable to the hours scheduled, shall also apply.

Any work performed on Saturday and/or Sunday shall be paid for at double-time rates. Any work performed on any paid holiday shall be paid for at the rate of double-time and the employee shall also receive holiday pay at straight time rate if they have qualified under Article 18.

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

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

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

14.15 The hours of work and shifts outlined in Article 14.01 may be changed by the mutual consent of the parties to accommodate the work at hand or contemplated, completion schedules, or the availability of employees.

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

14.17 **Meal Allowance**

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

For all overtime, a meal allowance of seventeen dollars (\$17.00) will be paid by the Company for employees working past twelve (12) hours and subsequently every four (4) hours thereafter.

Meal allowances will be paid on the next regular payroll deposit. If the applicable meal allowance is not paid on the next regular payroll deposit the Company, in good faith, will pay twenty dollars (\$20.00) cash within 24 hours (one business day).

14.18 Flex Shifts

(a) In addition to any other regular hour shifts provided for in this Collective Agreement, the Company may implement the following shifts ("Flex Shifts"):

- (i) During a seven-day cycle, a four-day by ten-hour and a three-day, ten to twelve-hour shift rotation;
- (ii) a four-on, four-off schedule of ten-hour shifts; or,
- (iii) one or more three-day, twelve-hour shifts.

Once implemented, the Company may cancel Flex Shift (i) or (ii) with three months' notice.

Flex shifts and rotations may be run on days, nights or both, in particular areas of the Yard or Yard-wide.

Any of the above Flex Shifts shall constitute a regular shift similar to those shifts in Article 14.01 (a) and shall not constitute an overtime shift or a shift that otherwise attracts premium rates, regardless of the days upon which an employee on the Flex Shift works (e.g. Saturday or Sunday).

Twelve Hour Shifts

The three-day, twelve-hour shifts in (i) and (iii) will be paid at straight time rates with the employee working such shift receiving the equivalent of forty (40) hours pay at his/her prevailing rate (the "Flex Shift") (hours worked x 1.1115 = amount required for thirty-six (36) hours to equal forty (40) hours pay).

The Company may cancel Flex Shift (iii) upon completion of the full three (3) day shift and subsequently start another Flex Shift (iii) on any day and do so as often as the Company determines appropriate to satisfy workloads.

This Flex Shift can be implemented on any day of the week but must run consecutively for three (3) days with the employee receiving the other four days of the week off. An employee required to work any part of his/her four (4) day break would be assigned to and paid at the applicable overtime rates as per Article 14.

Assignment to Flex Shifts

Employees shall be offered the opportunity to be assigned to Flex Shift (iii) (or the three-day shifts in Flex Shift (i)) from the top of the seniority list down. If enough volunteers are not available, then the Company may assign employees to the Flex Shift from the bottom of the list up or hire employees and assign them to this shift.

When Flex Shift (i) or (ii) are running, all employees will be scheduled accordingly.

(a) There will be one forty-five (45) minute lunch break, of which fifteen (15) minutes will be paid, during the ten-hour shifts.

During the twelve-hour shifts, there will be one sixty (60) minute break, of which thirty (30) minutes will be paid.

Break windows will be discussed and agreed upon by the company and union prior to implementing flex shifts.

(b) Employees fifty-five (55) and over with a minimum ten (10) years' service or employees with twenty-five (25) years' service shall not be required to work shift.

(c) An employee who works on the Flex Shift shall have the opportunity to indicate their wish to work overtime during their days off and will indicate their availability on the last working day prior to their day(s) off.

For the purposes of Article 14.09 (d)(i), employees working the Flex Shift shall be considered as employed on the day shift, thus preference for weekday overtime shall include them and they shall be rotated accordingly if such overtime falls on one of their scheduled days off.

Employees on the afternoon shift Flex Shift, when being considered for overtime on their scheduled days off, shall be considered to be employed on the afternoon shift for overtime.

(d) All layoffs must occur in order of seniority as per Article 6.03 except employees refusing the Flex Shift in accordance with Article 14.18(d) above and where there is no work available for such employees of regular shifts.

Employees laid off the Flex Shift during an "on" day will be paid in accordance with Article 10.04.

Employees laid off the Flex Shift during an "off" day will be paid four (4) hours at the straight-time rate to return gear, clean lockers, etc., and will not receive any other payment and Articles 10.04 and 14.02 (b) shall not apply.

(e) Articles 14.02 (a) and 14.03 shall not apply to employees employed on a Flex Shift.

(f) When a statutory holiday occurs on a day that employees are scheduled to work a Flex shift, the employees will be paid ten or twelve (12) hours at straight time for the full shift, as the case may be, providing such employee actually works the full shift minus one (1) hour before, and the full shift minus one (1) hour after the statutory holiday.

The reference to the full shift minus one (1) hour qualifying time is to accommodate employees who are justifiably late in reporting for work and shall not be construed as permission for employees to leave the yard, prior to shift end once they have worked nine (9) or eleven (11) hours, as the case may be.

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

An employee taking a floating holiday while on flex shift will be paid ten (10) or twelve (12) hours at straight time as the case may be.

(g) Employees on flex shift requested to work overtime and not given twenty-four (24) hours' notice shall receive a meal allowance of \$17.00 for working past four (4) hours overtime, and subsequently every four (4) hours thereafter.

Meal allowances will be paid on the next regular payroll deposit. If the applicable meal allowance is not paid on the next regular payroll deposit the Company, in good faith, will pay twenty dollars (\$20) cash within 24 hours (one business day).

ARTICLE 15: OUTSIDE YARD WORK, SHIP REPAIR AND/OR CONSTRUCTION

15.01 Outside Yard Within Halifax/Dartmouth Area

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

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

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

(4) The Company agrees to apply the corporate mileage rate to any authorized travel for work by an employee in their personal vehicle during their shift.

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

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

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

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

ARTICLE 16: TRIAL RUNS AND VESSEL REPAIRS OFF SHORE

16.01 Trial Runs

(a) If required during main engine and auxiliary machinery trials alongside a wharf, etc., involving the testing of boilers under steaming conditions and the circulation of lube oil for cleaning, three (3) shifts will be established in accordance with the hours set out in Article 14.

(b) Employees required to make runs of twelve (12) hours or less duration shall be paid in accordance with Article 14.

(c) Employees required to make trial runs of more than twelve (12) hours duration, wharf to wharf, shall be paid in accordance with Article 14 except as noted below:

(i) Hours worked on Saturday and Sunday payable at double the basic hourly rate;

(ii) Unworked hours on any day payable at straight time;

(iii) Unless workmen are granted a period of eight (8) continuous hours ashore, the trial run period shall be deemed to be continuous;

(iv) The Company shall be responsible for the cost of employees' room and board at the site or to and from the site, if necessary.

16.02 Employees will be expected to provide their own meals for trial periods up to eight (8) hours. Employees working past eight (8) hours will be provided with a hot meal where practical and possible and subsequently every four (4) hours.

Where hot meals cannot be provided, the Company shall supply a cold meal and where meals

cannot be provided the Company shall pay a meal allowance of fifteen dollars (\$15.00) for each meal not provided. This shall be paid within the pay period of the occurrence. The Company will also provide light refreshments for regular breaks.

- 16.03 For work of long duration, standard vessel duty work periods shall be followed.
- 16.04 Company agrees to offer senior employees from departments included on trial runs the first opportunity for such assignments subject to ability.
- 16.05 The ten dollar (\$10.00) away from home incidental expense shall not apply on trial runs.
- 16.06 **Vessel Repairs Offshore**

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

Monday to Friday

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

Saturday, Sunday and Holiday

- all hours worked shall be paid for at the rate of double time.
- Employees shall be working twelve (12) hour shifts and shall be guaranteed twelve (12) hours' pay per day at the prevailing rate of pay for each day at site, except for arrival and departure from site in which case actual hours worked shall be paid, in addition to any travel time.
- All travel time, from the time the employee leaves the yard until their arrives on site and vice versa shall be paid for at straight time rates.
- Lunch periods and breaks shall follow the durations as described in the Collective Agreement but neither lunch provisions nor hours of work will necessarily follow the times as per Article 16.01 and shall be scheduled as mutually agreed upon between the Company and the Union, generally at the same time that is followed on board the vessel.
- For work of long duration, standard offshore assignment rotation practice shall be followed.

The Company shall post notices for all employees interested in working on vessel repairs offshore. Notices for additions to the list shall be posted annually. The Company will then assign interested employees to repair offshore on the basis of required ability to perform work.

Trade make-up of assigned crew shall be established to best accomplish the task at hand with all members fully engaged. This shall not be used to eliminate or discriminate against any trade classification.

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

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

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

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

The ten dollar away from home bonus shall not apply.

ARTICLE 17: VACATIONS WITH PAY

17.01 Vacation Allowances

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

6 weeks after 25 years of continuous service at 14%

5 weeks after 20 years of continuous service at 12%

4 weeks after 10 years of continuous service at 9%

3 weeks after 4 years of continuous service at 7%

2 weeks after one year of continuous service at 4%

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

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

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

- 17.03 The Company will, so far as possible, arrange for each employee to be granted their vacation at the time chosen by the employee, provided the employee notifies the Company by the date established in Article 16.10(d).

However, during the prime time vacation period of June 15 to September 15, employees will not initially be granted more than two weeks of vacation time until all eligible employees have been granted further prime time vacation if there continues to be availability; further prime time vacation will be granted on a seniority basis among those employees having indicated a preference for vacation during prime time.

- 17.04 Except as provided in this Article, an employee must go on vacation to become entitled to receive vacation pay.

Employees seeking to take vacation prior to March 31 each year shall submit vacation preference date by January 15th. The Company shall post the vacation schedule by February 15th, subject to change only by mutual consent.

For those seeking to take vacation after March 31 each year, employees will submit their preference by March 15 and the Company will post the schedule by April 15.

In case of conflict, senior employees are to be given preference for vacation period. Employees who are unable to submit their vacation plans by the deadlines above, or who find it necessary to change their approved vacation plan shall submit a request to the Company five (5) working days in advance

- 17.05 An employee will be paid all outstanding vacation pay earned but not taken when their employment ends. An employee who has been temporarily laid off may take vacation pay earned in the prior calendar year upon request but may not access vacation monies earned in the current year.
- 17.06 An employee with vacation entitlement must take a minimum of two (2) weeks per year but may choose to waive any remaining time and be paid out their vacation pay.

Where an eligible employee has not scheduled his minimum two weeks by October 1 of each year, such vacation shall be scheduled by the Company.
- 17.07 Individual vacation days may be used in the following manner:
 - (a) Employees with less than four (4) years of service: up to five (5) days.
 - (b) Employees with four (4) or more years of service: up to ten (10) days.

These requests are to be submitted to the employee's supervisor no later than the preceding shift.

Employees entitled to three (3) or more weeks of vacation may break the third week into individual days provided the request to do so is submitted to the employee's supervisor no later than Thursday of the week preceding the day.
- 17.08 No employee may go on vacation without the previous consent of the Company.

ARTICLE 18: PAID HOLIDAYS

- 18.01 Eligible employees will be entitled to the following paid holidays:

New Year's Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Halifax Natal Day	Floating Holiday

- (a) An employee must work at least seven (7) hours in the shift preceding and following the holiday or works between the qualifying shifts to qualify for a paid holiday. The minimum of seven (7) hours is to accommodate employees who are justifiably late in reporting to work but is not for leaving early.
- (b) Employees absent on their birthday will not be recorded as absent.
- (c) Employees admitted to hospital during the week of the qualifying day or with documented legitimate medical excuse or required to be in court for the actual qualifying day shall be regarded as if employed for a qualifying day.
- (d) Probationary employees will only be eligible for the floating holiday after thirty (30) days of service.
- (e) An employee who is performing work in a higher rated classification than their own on the day preceding the statutory holiday shall receive the higher rate of pay for the holiday.

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

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

- 18.02 Should any of these holidays fall on Saturday or Sunday, the following Monday will be treated and paid for as the holiday. Paid holiday rates shall not apply on Saturday or Sunday but regular overtime rates shall apply.

- 18.03 An employee who is laid off during the period beginning on the shift preceding the holiday to the end of the shift following the holiday will be eligible for the paid holiday. Should an employee already be on layoff status prior to the shift preceding the holiday, they shall not be eligible for holiday pay.

- 18.04 The employee notifies their supervisor no later than the preceding shift of their intention to take their floating holiday.

Persons presently employed or who have been laid off by the Company during the current year and who have not taken the holiday during the year may apply to receive payment for the floating holiday on or around December 15.

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

18.05 EI Clause

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

18.06 Flex Shift

If the 4 on, 4 off Flex Shift is introduced, all paid holidays remaining in the calendar year excluding New Year's Day, Canada Day, Labour Day, Christmas Day and Boxing Day will be converted to floating holidays for those employees working on this shift.

If the 4 on, 4 off Flex Shift is removed, the remaining holidays in the calendar year will return to the standard holidays and paid accordingly if not already taken as floaters for those employees working on this shift.

ARTICLE 19: BEREAVEMENT LEAVE AND JURY DUTY

- 19.01 (a) In the case of the death of a parent, spouse, child or sibling, the Company will compensate an employee actively at work for the scheduled time lost up to a maximum of five (5) consecutive regular working days at the straight time rate of pay from the time of death.

"Parent" includes step, grand and in-law, "spouse" includes common law and "child" includes step and grand.

- (b) In the case of the death of an employee's sibling-in-law, aunt, uncle, niece or nephew, the employee will be granted three (3) days' leave from time of death with a maximum of one

(1) working day with pay if the employee is otherwise actively at work and misses a scheduled shift.

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

19.02 Should a lay off occur while an employee is out on approved bereavement leave, the paid bereavement leave will continue in accordance with 19.01. However, the employee shall not receive any further payments unless called in by the company under Article 10.05. Article 14.05 does not apply.

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

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

19.05 **Jury Duty**

An employee required for jury duty will, upon proof of service, receive the difference between a regular day's pay for each scheduled day of work their misses while serving and any monies paid for the jury duty service (to a maximum of twenty days per year).

ARTICLE 20: TRADE FLEXIBILITY

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

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

Such work as referred to in this Article is work of another classification that is performed in the progression of their job, including self-servicing, work of another classification when rendering assistance to another employee, or work of another classification for up to 40 hours.

Where an employee in a particular classification is assigned work of a second classification for forty (40) consecutive hours, the Company will assign an employee from that second classification to perform all additional work on that job.

Where all employees with seniority in that second classification are employed (meaning any employees on layoff have been recalled), the Company will post an internal vacancy in that classification in accordance with Article 5.05. This will not apply to the classifications of joiner, sheet metal, or burner.

If the Union identifies a concern with the assignment of work of another classification that is inconsistent with the intention of the posting language above, the Company will attempt to remedy that concern in good faith, failing which the Union retains the right to grieve the assignment.

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

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

(c) Where employment is not available for an employee with seniority prior to September 17, 1984 in their classification and where there is work available in another classification that does not have employees laid off with seniority and recall rights, then the Company may provide the employee with the opportunity to work in the alternate classification in accordance with Article 6.03(a).

If the employee does not accept this opportunity, they shall be laid off until work is available in their existing classification. Where an employee refuses such an opportunity, article 20.01(a) is not violated. Such assignment, however, shall not be to a classification that is lower than the classification in which the employee holds seniority.

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

(e) Stagebuilders: this includes all scaffolding work that currently requires provincial certification but does not prevent other trades from assisting with this work.

(f) The Union recognizes the importance of skill transfer and will encourage employees in other trades to teach, mentor and transfer skills to continue to improve trade flexibility among the workforce.

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

20.03 **Composite Crews**

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

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

ARTICLE 21: SUBCONTRACTING

21.01 Subcontracting

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

(i) When the nature of the product or service is facility upgrading/refurbishment, snow removal, garbage removal or office cleaning. This does not include work normally and traditionally performed by the Maintenance Department. Or,

(ii) Where the sub-contractor provides a specialist skill beyond the Company's normal capability. Or,

(iii) Where the nature of the service required is a customer demanded service or is warranty work that requires the holder of the warranty work or his nominee to perform the work in question. Or,

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

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

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

(c) Except where emergencies prevent it, the Union shall be informed of all subcontracting being performed in the Shipyard at all times prior to the arrival of the contractors on site. This notice will be provided in writing and will identify the subarticle(s) being relied on to explain the Company's reason for using the subcontractor(s).

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

ARTICLE 22: TRAINING

22.01 Training

(a)(i) Training programs shall be set up to ensure both groups shall function with maximum efficiency. The Company and the Union agree to establish a Joint Training Committee comprising of three standing members from Management and three standing members from the Union with an addition of floating members from classifications and staff at the discretion of the committee. The Company and Union shall rotate in chairing the meetings. The Committee shall meet the first Thursday of each month.

The Company will review its anticipated yearly training program with the Committee by January 30th each year.

(ii) A major role of the committee shall be the identification of types of training needs necessary to upgrade and maintain skill levels of present employees in all classifications. For

clarity, training is divided into two categories:

- Continuous development training
- Specialized skills

The committee shall make recommendations for Management's consideration and approval in those areas identified as needing training.

If approved by Management, such training shall be provided at no expense to the employee and shall be offered to employees within a specific classification in order of their seniority.

The Company reserves the right to offer training programs outside of usual work hours to employee's that voluntarily participate in those programs.

It is agreed that labour relations issues arising from training discussions shall be referred to the Labour Management Committee for resolution.

Continuous development training may be done when the need for those skills for an individual employee arises.

The Company will post Expressions of Interest for continuous development skill training and will train those individuals first where reasonable to do so. This does not prevent the Company from requiring employees to take the training if necessary, subject to the exceptions of in Article 22.01.

When there is a need for specialized skills, the following process will apply:

- the Company will post an Expression of Interest for the training of that particular skill; and,
- Training will be offered by seniority among qualified applicants

(iii) The parties recognize that there may be instances where training for specialized skills may not be done by seniority due to operational requirements.

Specialized skills are set out in the Memorandum of Agreement and all other training shall be considered Continuous Development.

The Specialized Skill list is not closed during the term of the agreement and any new Specialized Skills will be identified by the Training Committee and added to the list accordingly.

In the event this arises, the Training Committee shall be notified of the intent and reasons to train out of turn before the training takes place.

In order to ensure minimal impact to employees not chosen for training, the Training Committee will review the Overtime Assignment lists on a quarterly basis.

Where these lists demonstrate that there has been an assignment of overtime five (5) times based on that skill, which is due to lack of training rather than lack of availability, the Committee will identify a reasonable number of employees actively working in the classification to be trained on that skill set.

The Company will then post an Expression of Interest for this training and will select the most senior employees from that list provided they are actively working in the classification for which the training is applicable. Employees who do not apply for the Expression of Interest may re-apply for the next available training program in which there are vacancies.

(iv) When an employee is on an active training program (i.e. classroom conditions) and is not involved in actual production work, they will not be subject to layoff until completion of such training.

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

Employees aged sixty (60) years or over and who have fifteen (15) years or more of seniority may take the training offered or not, as they choose, and will not be subject to the ability clause at any time.

The Company reserves the right to select those offered the opportunity to train in the (60) years and over group. The opportunity to train for those under sixty shall be based on seniority among the employees who have the ability and pre-training qualification required.

Note: The Company will not apply this to any employee who is currently 55 years of age with 5 years of service or any employee who will attain 55 years of age and at least 5 years of service during the life of this collective agreement

(c) Due to layoffs, it is understood that the length of time to complete an apprenticeship may vary. When an apprentice has completed both eight thousand (8000) hours and obtained either provincial or interprovincial tradesperson status, they shall be credited with seniority (apprenticeship time included) in their trade classifications upon completion of their apprenticeship.

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

ARTICLE 23: CHARGEHANDS

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

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

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

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

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

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

23.02 **General**

- (a) It is recognized that Chargehands are not classifications, but a premium paid to hourly employees.
- (b) It is recognized that there exists two (2) levels of Chargehands (i.e. regular, temporary) however, the two (2) levels will only be used as the work demand dictates.
- (c) Previous experience as a Chargehand shall be considered when appointing a regular Chargehand.
- (d) The purpose of a temporary Chargehand will be to increase the available Chargehands needed during peak periods, vacations, absences, etc. They will be drawn from the pre-established pool at management discretion when required.
- (e) When appointed as temporary Chargehand, they will continue these duties until completion of the temporary period.

23.03 **Duties**

- (a) The primary duties shall be the direction of employees, including multi-trade crews, to ensure that work is progressing safely, efficiently and correctly. The secondary duties of a Chargehand shall be to perform their normal tradesmen's duties to progress the job the Chargehand is supervising.
- (b) Chargehands shall not have discretionary powers over interpretation of the Collective Agreement, nor shall they have the power to determine discipline to fellow employees. Chargehands shall not receive grievances on the Company's behalf for other employees.
- (c) A Chargehand will carry out his duties as directed by his superior.
- (d) Chargehands shall not replace employees on overtime unless their name comes up on the overtime list. Any other overtime work assignments for a chargehand shall be restricted to supervisory duties and to lend casual assistance.
- (e) Chargehands shall not have access to confidential employees' records and no computer access for time checkers or time keeping.

ARTICLE 24: EXPIRATION OF AGREEMENT

- 24.01 This agreement is effective from July 1, 2022 until midnight on January 31, 2027 but will continue year to year unless notice to bargain is sent by either party to the other within 90 days prior to the expiry.

When notice is received, the parties agree to set bargaining dates as quickly as reasonably possible.

ARTICLE 25: OBLIGATIONS

- 25.01 All provisions and terms of this Agreement are hereby mutually agreed to, by and between Halifax Shipyard, and all members of Unifor/MWF Local No. 1 and signed by the representatives of the parties hereto who have been duly authorized to execute the same on behalf of Halifax Shipyard, and on behalf of Unifor/MWF Local No. 1 respectively.
- 25.02 The fulfilment of this Agreement and that of any subsequent joint Agreements entered into shall

be fully observed by the officers and members of the Union and by the Company and it is their duty to see that all such Agreements are carried out both in the letter and the spirit.

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

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

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

HALIFAX SHIPYARD: SCHEDULE "A" (Rates of Hourly Wages)

Hourly wage rates for the following classifications will be as follows:

JOB GRADE CLASSIFICATION - Part 1

	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
Helper	\$37.37	\$38.24	\$39.11	\$39.98	\$40.85
Services "A"	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Services "B"	\$40.25	\$41.19	\$42.13	\$43.07	\$44.01
Services "C" Grandfathered	\$39.09	\$40.00	\$40.91	\$41.82	\$42.73
Services "C" after 1800 hours	\$29.27	\$29.95	\$30.63	\$31.31	\$31.99
Services "C" after 3000 hours	\$31.19	\$31.92	\$32.65	\$33.38	\$34.11
Services "C" after 4000 hours	\$32.75	\$33.51	\$34.27	\$35.03	\$35.79
Services "D" up to 1500 hours	\$27.92	\$28.57	\$29.22	\$29.87	\$30.52
Driver (Truck)	\$32.75	\$33.51	\$34.27	\$35.03	\$35.79
Warehouseperson	\$32.75	\$33.51	\$34.27	\$35.03	\$35.79
Burner	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Joiner	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Crane Operator	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Electrician	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Machinist	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Metal Fabricator	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Millwright	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Payloader Operator	\$32.75	\$33.51	\$34.27	\$35.03	\$35.79
Pipefitter	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Stage Builder	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Rigger	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Toolroom Attendent	\$32.75	\$33.51	\$34.27	\$35.03	\$35.79
Welder	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Crane Operator - Elect. Bridge	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Optical Draftsman	\$47.55	\$48.66	\$49.77	\$50.88	\$51.99
Sheet Metal Worker	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Garage Mechanic	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Maintenance Mechanic	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Greaser	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Pneumatic Tool Repairman	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Semi-Skilled	\$39.93	\$40.86	\$41.79	\$42.72	\$43.65
Stationary Engineer Class 2	\$44.02	\$45.04	\$46.07	\$47.10	\$48.13
Stationary Engineer Class 3	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Compressor Operator	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Plat Shop Machine Op.	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00

JOB GRADE CLASSIFICATION - PART 2

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

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

	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
Tankman-Accet. Welder helper	\$38.55	\$39.45	\$40.35	\$41.25	\$42.15
Insulator	\$41.32	\$42.28	\$43.24	\$44.20	\$45.16
Stationary Engineer Class IV	\$42.44	\$43.43	\$44.42	\$45.41	\$46.40
Truck-Driver-Tractor Trailer	\$42.60	\$43.59	\$44.58	\$45.57	\$46.56
Chipper	\$42.60	\$43.59	\$44.58	\$45.57	\$46.56
Dock Pumpman	\$42.60	\$43.59	\$44.58	\$45.57	\$46.56
Bricklayer	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Wheelabrator Shotblast operator	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Blacksmith Anglesmith	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Toolmaker	\$44.04	\$45.07	\$46.10	\$47.13	\$48.16
Diesel Specialist	\$44.68	\$45.72	\$46.76	\$47.80	\$48.84
Loftsman	\$45.32	\$46.38	\$47.44	\$48.50	\$49.56
Diver	\$61.18	\$62.61	\$64.04	\$65.47	\$66.90

INDENTURED APPRENTICES

	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
Starting rate:	\$29.33	\$30.01	\$30.69	\$31.37	\$32.05
After 1000 hours	\$30.45	\$31.16	\$31.87	\$32.58	\$33.29
After 2000 hours	\$31.53	\$32.26	\$33.00	\$33.74	\$34.48
After 3000 hours	\$32.65	\$33.41	\$34.17	\$34.93	\$35.69
After 4000 hours	\$33.75	\$34.54	\$35.33	\$36.12	\$36.91
After 5000 hours	\$34.86	\$35.67	\$36.48	\$37.29	\$38.10
After 6000 hours	\$36.00	\$36.84	\$37.68	\$38.52	\$39.36
After 7000 hours	\$37.08	\$37.94	\$38.81	\$39.68	\$40.55
*After 8000 hours	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00

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

BLOCK APPRENTICES

Metal Fabricator, Welder					
	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
Starting rate:	\$29.33	\$30.01	\$30.69	\$31.37	\$32.05
Block 1	\$31.53	\$32.26	\$33.00	\$33.74	\$34.48
Block 2	\$33.75	\$34.54	\$35.33	\$36.12	\$36.91
Block 3	\$37.08	\$37.94	\$38.81	\$39.68	\$40.55
Red Seal	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00

Electrician, Pipefitter, Millwright, Machinist					
	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
Starting rate:	\$29.33	\$30.01	\$30.69	\$31.37	\$32.05
Block 1	\$31.53	\$32.26	\$33.00	\$33.74	\$34.48
Block 2	\$33.75	\$34.54	\$35.33	\$36.12	\$36.91
Block 3	\$36.00	\$36.84	\$37.68	\$38.52	\$39.36
Block 4	\$37.08	\$37.94	\$38.81	\$39.68	\$40.55
Red Seal	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00

PREMIUM RATES

(A) Chargehands

A Chargehand who directs and supervises the work of others, depending on the nature of the job, shall receive a premium of 5% on their base rate for all hours worked in the Yard unless the employee volunteers to take a work assignment (including overtime) that does not include Chargehand duties.

When working other than as a Chargehand, an employee will not be assigned Chargehand duties.

(B) Working In Human Excrement

Employees who are in physical contact with human excrement in the performance of their job shall be paid a premium of time and one quarter commencing from the start of such work for the duration of the actual hours the employee is in physical contact with human excrement (rounded up to a minimum of four (4) hours).

This article does not include the normal duties of cleaning washroom toilets, and/or connecting sewage chutes unless such duties means the employee shall come in direct contact with such excrement. The employee on a job involving physical contact with human excrement shall have preference to do that work.

Signed this 21st, day of June, 2023

For the Union:

For the Company:



Adam Hersey



Dirk Lesko



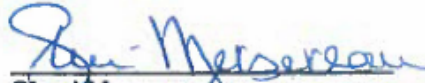
Shannon Sampson



Jim Rennie



Adam Slaunwhite



Sheri Mersereau



Angus Pellerin Sr.



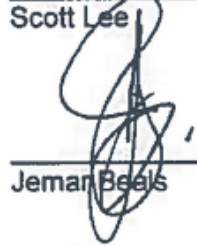
Steve Coleman



Scott Lee



Dave Robar



Jeman Beals



Jason Green



Andrew Graham



Jessica Michael



T.J. Heighton

Memorandums of Agreement

between

Halifax Shipyard (the Company)

and

Unifor/MWF Local 1 (the Union)

MEMORANDUM OF AGREEMENT: Skill Premiums

Employees who otherwise qualify will receive either a dual trade premium OR a skill premium but will not receive both. These premiums will apply to the base rate only and will not be pyramided with shift premiums.

Dual Trades:

The Company will recognize a dual trade premium of \$5.00 per hour on their base rate for employees holding acceptable combinations of the following trades:

Engine Fitter/Millwright, Pipe Fitter, Plumber, Metal Fabricator, Machinist, Welder, Electrician, Rigger and Crane Operator (any combination of two trades, subject to Company approval)

The Company reserves the right to limit the number of dual trades for which a premium is payable and the number of employees permitted on block release to obtain their second trade at any particular time.

Employees working towards achieving a second trade will receive an additional \$1.00 applied to their base rate per block completed or will maintain existing Skill Premiums they have, whichever is greater, and will receive the full \$5.00 upon attainment of the Red Seal.

Skills/Tickets/Certificates ("Skills")

Employees determined by the Company to have any of the following skills, recognized tickets or certificates (all of which are "Skills") will receive the designated premiums applied to their base rate.

These premiums are payable on the base rate of tradespersons and apprentices for all hours worked if their have the requisite Skills and provided their are using the Skill as required.

Welder (Maximum premium of \$5.00/hour)	Rate
Core Pipe Tickets (not limited to carbon, copper, nickel, stainless steel)	\$2.00
Bi-Metal (Aluminum) Non Ferrous structural welding and low nickel steel castings	\$2.00
Full Pen	\$2.00
MEWP-150ft. Aerial Lift	\$0.50
OSW 1 Panel Line and/or Bar Welder	\$1.50
Gouging (CAC and or Plasma)	\$1.00
Specialized Structure (TKY)	\$0.50
Small Bore Any pipe below 1"	\$1.00

When an employee receiving Full Pen premium exceeds a 2% NDE failure rate in a 3-month period, the premium will be removed.

Mechanized Processes (\$2.00/hour for first machine plus \$2.00 per hour for each additional machine). This premium will be applied on a pay-for-use basis only, as assigned or approved by the Company in advance. The premium will not be pyramided with shift premiums.

For the trades specified below, employees will receive the following premiums for each Skill held to a maximum of \$5.00 premium per hour worked.

Metal Fab (Maximum premium of \$5.00/hour)	Rate
--	-------------

CWB or Lloyds all position Tack Ticket	\$0.50
CWB or Lloyds; FW or S Class all position ticket	\$1:50
Line Heating	\$2.00
MEWP-150ft. Aerial Lift	\$0.50
Under 10-ton Crane	\$0.50
Tank Testing	\$0.50
Mechanical Burning (Ex. Koike and Microstep)	\$1.50
Gouging (CAC and or Plasma)	\$1.00

Pipe Fitters (Maximum premium of \$5.00/hour)	Rate
CWB or Lloyds all position Tack Ticket	\$0.50
CWB or Lloyds; FW or S Class all position ticket	\$1:50
Pipe root tacking all metals	\$0.50
Under 10-ton crane	\$0.50
MEWP-150ft. Aerial Lift	\$0.50
Hydro and/or tank testing	\$0.50
Test and trials	\$2.00
LOTO (SMEs)	\$1.00
Brazing	\$1.00

Electrical (Maximum premium of \$5.00/hour)	Rate
CWB or Lloyds all position Tack Ticket	\$0.50
CWB or Lloyds; FW or S Class all position ticket	\$1:50
Test and Trials	\$2.00
MEWP-150ft. Aerial Lift	\$0.50
Connectorization and or Fiber	\$1.00
Temp Power (SMEs)	\$1.00
LOTO (SMEs)	\$1.00
Transit Packing	\$2.00

Industrial Mechanic/Millwright (Maximum premium of \$5.00/hour)	Rate
CWB or Lloyds all position Tack Ticket	\$0.50
CWB or Lloyds; FW or S Class all position ticket	\$1:50
Test and Trials	\$2.00
Final Alignment (SMEs)	\$1.00
Under 10-ton crane	\$0.50
Machining	\$0.50
Combat system install	\$0.50
Portable milling machine (In situation machining)	\$1.50
MEWP-150ft. Aerial Lift	\$0.50
Remote valve operator (Ex: Teleflex)	\$0.50
LOTO (SME's)	\$1.00

Machinist (Maximum premium of \$5.00/hour)	Rate
CWB or Lloyds all position Tack Ticket	\$0.50
CWB or Lloyds; FW or S Class all position ticket	\$1:50

Under 10-ton crane	\$0.50
MEWP-150ft. Aerial Lift	\$0.50
Portable milling machine (In situation machining)	\$1.50

Crane/Riggers (Maximum premium of \$5.00/hour)	Rate
Operate DTAs in single	\$1.00
Operate DTAs in tandem & quad mode.	\$1.50
MEWP-150ft. Aerial Lift	\$0.50
Certified to operate Tower Crane	\$1.00
Certified to operate Mobile Crane	\$0.50
Certified to operate Shop overhead cranes (over 10 ton)	\$0.50
Line Handling	\$1.00
Small vessel operator proficiency and or marine emergency duties	\$0.50

Scaffolding (Maximum premium of \$5.00/hour)	Rate
Operate DTAs in single	\$1.00
Under 10-ton crane	\$0.50
MEWP-150ft. Aerial Lift	\$0.50
CWB or Lloyds all position Tack Ticket	\$0.50
CWB or Lloyds; FW or S Class all position ticket	\$1:50

Services (Maximum premium of \$5.00/hour)	Rate
MEWP-150ft. Aerial Lift	\$0.50
Compartment finish painting	\$1.00
Deck wheelabrator (Ex: Blast track)	\$1.00
CWB or Lloyds all position Tack Ticket	\$0.50
CWB or Lloyds; FW or S Class all position ticket	\$1:50
More than one blast application	\$1.50

The Company reserves the right to add trades/Skills to the eligible qualifications as is required but will consult with the Training Committee prior to such additions.

The value of premiums will not be reduced during the life of the collective agreement but the Company retains the right to increase any premium as it deems appropriate to reflect the production value achieved.

Employees are not eligible for premiums until their have successfully completed their probationary period unless the Company and Union agree otherwise in writing due to a lack of available candidates.

Prior to the Company removing a Skill Premium from an employee for poor performance of that Skill, the Company must demonstrate that is has provided opportunities for the employee to do that work and maintain the Skill.

Employees may opt out of Skills Premiums by doing so in writing on a form to be signed by

the employee, Company and Union. If an employee is in receipt of a skill premium, their cannot refuse to do the work associated with that premium unless there is a genuine safety concern.

Once per calendar year, the Company will review to ensure that employees receiving Skill Premiums have performed the work as required.

If it appears that too many employees have been given the Skill Premium for the work available, the list of eligible employees will be reduced by the appropriate number on a seniority basis within the classifications.

The Company will not reduce the number of employees receiving a particular Skill Premium by more than 10% each calendar year. Employees slated to lose their Skill Premium will be given three months' notice in writing before the Skill Premium is removed.

Where the Company requires an additional employee(s) to acquire a Skill to meet a short-term demand for this Skill (employees not selected on one of the two semi-annual Expressions of Interest), employees who qualify will maintain that Skill Premium until the end of that calendar year. These employees will not be included in the calculation of the 10% above.

If an employee has a valid Skill but is not receiving the Skill Premium due to seniority, that employee will receive the premium on their base rate if brought in on overtime to perform that Skill for the time worked. This situation is not a "short term demand" as referenced above.

Prior to each LMC meeting, the Company will provide the Union with a list of employees who have been paid to use Skills in the manner set out in the above paragraph.

In addition, during each LMC meeting the Company and Union will review the existing numbers of employees being paid the Skill Premium for each Skill and will discuss whether further training is required for each Skill based on the available work.

Any employee removed from the list will not be prevented from applying for a future Expression of Interest for that Skill.

Training Opportunities

A. 10-ton crane, MEWP-150ft. aerial lift, mechanical burning, temporary power, machining (lathe), bi-metal, full-pen welding, supplementary pipe welding, line-heating, brazing, portable milling machine, small bore:

Given this training has historically been done as continuous development, not specialized skill, the Company will pay these premiums in the following manner:

1. Employees having these Skills as of the date of ratification will receive the associated premiums from the date of ratification and will perform the work as required until such time as training based on the Expression of Interests is completed. Employees not keeping these premiums after the training is completed will lose the premium in order of seniority and will receive the one-time payment contemplated in paragraph 6 below.
2. Within a week of ratification, the Company will post an Expression of Interest for those among the identified trades who want to receive the premium for performing this work based on the need for each Skill.
3. During the selection and training process, the Chair of the Training Committee will work with Production Resources to ensure transparency on the selection process and that

the training schedule is proceeding at a reasonable rate.

4. The Company will select interested candidates from the Expression of Interest on the basis of seniority in line with the current process for training selection and train them accordingly, unless they already possess a valid ticket/certification for that Skill.

5. Anyone from the Expressions of Interest who possessed a valid ticket/certificate as of the date of ratification who is no longer needed to be so qualified based on the need of the Company will receive a one-time payment of \$1,000.00 in lieu of the premiums once their become payable.

6. After the initial Expressions of Interest are completed in respect of these Skills, future needs will be met through the regular process set out in C below.

B. All eligible employees holding dual trades or Skills not identified in A on the date of ratification will be entitled to the appropriate premiums from the date of ratification.

C. The Company will post standing Expressions of Interest for training opportunities in each of these dual trades and Skills. Candidates who have expressed interest will be selected for training through the existing training process as training opportunities arise.

The Company reserves the right to limit the number of dual trades/Skills required among the workforce.

The posted Expression of Interest will expire after six (6) months and a new Expression will be posted.

Any employee receiving these premiums will be assessed for ongoing competency and qualification by the Chair of the Training Department and Production Resources as deemed necessary and must remain competent and qualified in order to continue to receive the premium(s).

Combat systems installation will be a specialized skill when required in the future.

Trade Flexibility

In return for the ongoing payment of these premiums generally, no article of the collective agreement that restricts flexibility in any respect will apply to any employee, including Article 20.

While an emphasis will be placed on ensuring employees work in their preferred trade, there will be no restrictions on trade flexibility.

Normal torch burning will be considered part of the trades' skill requirements.

Apart from improving the efficiency and productivity of the workforce, the goal of this enhanced trade flexibility is to reduce the Company's need to rely on touch labour contractors to complete the work available.

Signed the 21st day of June, 2023.

For the Company:

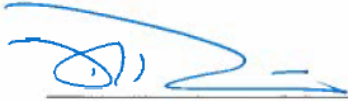
For the Union:



DIRK LESKO
President



SHANNON SAMPSON
President



JIM RENNIE
Vice President, Human Resources



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Truth and Reconciliation Day

The Company and the Union jointly agree to identify meaningful opportunities to recognize Truth and Reconciliation Day collectively on an annual basis and to engage with the Indigenous community in seeking input on those opportunities.

Every effort will be made to engage as many employees as possible.

Signed the 21st day of June, 2023.

For the Company:



DIRK LESKO
President



JIM RENNIE
Vice President, Human Resources

For the Union:



SHANNON SAMPSON
President



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Inflation Protection

In January 2026, the Company will review the Consumer Price Index as of December 31, 2025 ("CPI").

Where the CPI exceeds the general wage increase negotiated for 2026 (GWI) by more than 0.5%, the Company will adjust the GWI for July 1, 2026 to match the CPI to a maximum of 6.5%.

The lump sum payment will be equal to the difference between the CPI rate and the scheduled GWI multiplied by each employee's regular base rate and overtime earnings in 2025.

It is agreed by the parties that CPI for this purpose means the CPI rate, not seasonally-adjusted, for the province of N.S. on December 31, 2025 as published by Statistics Canada.

Signed the 21st day of June, 2023.

For the Company:

For the Union:



DIRK LESKO
President



SHANNON SAMPSON
President



JIM RENNIE
Vice President, Human Resources



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Early Retirement Benefits

Prescription Drug Coverage Option

Employees retiring from the Company after the attainment of age 58, whose service when combined with their age is equal to or greater than eighty-five (85), will have the option of continuing to participate in the Company sponsored prescription drug portion of the Health program for active employees by paying the full cost of this benefit.

This option must be exercised within thirty (30) days of retirement from the company and will only be in effect up to the first of the month preceding the members sixty-fifth (65th) birthday or earlier in the event that the member becomes employed with another employer, provided that required premiums are paid in advance of the coverage period.

Premium costs in effect at the time of retirement are subject to change, based upon the annual renewal requirements of the plan.

Retirement Bonus

In accordance with Article 13.02 of the Collective Agreement, upon retiring, an employee shall receive a retirement bonus. Employees may use this money for payment of the premiums for the Company sponsored prescription drug portion of the Health program.

Employees may choose the option of having the Company pay the premiums from the retirement bonus on their behalf.

Signed the 21st day of June, 2023.

For the Company:



DIRK LESKO
President

For the Union:



SHANNON SAMPSON
President



JIM RENNIE
Vice President, Human Resources



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Maximizing Work Opportunities

The Parties agree to work towards the common goal of maximizing work opportunities for employees of Halifax Shipyard and members of Unifor MWF Local 1 and, in so doing, creating a more stable workforce at the Yard.

This goal may be accomplished by better workforce planning, establishing Yard specific training programs, investments, utilizing provisions in the Collective Agreement, and jointly exploring other avenues that may be identified.

The intent of these initiatives is to reduce the incidence of individual layoffs and lessen the need to sub-contract for reasons of labour and skills shortage.

Signed the 21st day of June, 2023.

For the Company:

For the Union:



DIRK LESKO
President



SHANNON SAMPSON
President



JIM RENNIE
Vice President, Human Resources



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Maintenance Department

The parties agree:

All classified employees with seniority in the Maintenance Department as of August 15, 2012 will be grandfathered as members of this department and will continue to perform maintenance duties, notwithstanding that Article 5.05 "Maintenance Department" has been removed from the Collective Agreement.

For greater clarity, these employees are:

1. Kevin LeBlanc
2. Stephen Nash
3. David Thompson
4. David Jackson
5. Jim Matthews

Qualified employees will continue to perform the following duties in line with the language that existed in Article 15 of the 2018-2022 collective agreement:

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

The Company remains committed to maximizing the efficient use of trades and classifications in the maintenance of shipyard facilities, and the removal of the Maintenance Department language from the Collective Agreement will not cause the company to contract work previously done by this department.

Signed the 21st day of June, 2023.

For the Company:



DIRK LESKO
President

For the Union:



SHANNON SAMPSON
President



JIM RENNIE
Vice President, Human Resources



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Joint Awareness Committee

The parties recognize the importance of promoting awareness of the opportunities for employment at Halifax Shipyard and within Local 1 among Atlantic Canadian youth in order to inspire them to pursue a career path in shipbuilding and repair work.

As a result, the parties agree to form a committee within thirty (30) days of ratification consisting of equal representation of Local 1 and Company representatives, unless otherwise agreed by the parties. Each party will select their own representatives and the committee will maintain a minimum of four members in total, which may be expanded on mutual consent.

The mandate of the committee will be to build awareness of the positive employment opportunities at Halifax Shipyard and within Local 1 among Atlantic Canadian youth. The committee will tour Atlantic Canada and provide joint presentations to local high schools, focusing first on Nova Scotia and expanding from there. In addition, the committee will be responsible for hosting high school tours at the Yard.

The Committee will conduct at least four (4) presentations per year and host a minimum of two (2) tours per year; these can be increased on mutual agreement of the parties.

The parties will work together to develop the presentation materials and tour details. The committee will continue for as long as both parties agree is appropriate. Wages for time spent in mutually-agreed preparation, presentation and travel will be paid at the employee's straight time rate of pay, in addition to such further costs as the parties may agree are appropriate.

This Memorandum of Agreement does not form part of the Collective Agreement.

Signed the 21st day of June, 2023.

For the Company:



DIRK LESKO
President



JIM RENNIE
Vice President, Human Resources

For the Union:



SHANNON SAMPSON
President



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Helpers

The parties agree:

All employees with seniority that are currently working as a Helper within a classification and have no alternative trade as of the date of ratification of this Agreement will be "grandfathered" and will continue to perform Helper duties, notwithstanding that Article 5.03(k) "helper" has been removed from the collective agreement.

All other employees previously classified as Helpers will continue to work in their alternate classifications.

For greater clarity, the grandfathered employees are:

1. Gregory Astles - 04-Jun-70 - Ironworker Helper
2. Gregory MacNeil - 02-Jul-80 - Ironworker Helper
3. Blair MacDonald - 10-Nov-80- Ironworker Helper

Signed the 21st day of June, 2023.

For the Company:



DIRK LESKO
President



JIM RENNIE
Vice President, Human Resources

For the Union:



SHANNON SAMPSON
President



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Article 6.04 Interpretation

Article 6.04

(e) In circumstances where there is a reduction of employees in a classification and where an apprentice or tradesperson from that classification is directed to perform work of another classification for a period of thirty (30) consecutive working days, and the Company cannot return the employee to their original classification by the thirtieth (30th) day, they may choose to accept a layoff at that time or continue performing the assigned work providing work is available.

Notwithstanding Article 19, assignments to avoid layoffs under this Article will be done by reverse order of seniority and will trigger postings after the 30th consecutive working day.

Where a second such assignment occurs within six (6) months of return to their regular classification, the employee shall have the right to accept a layoff at that time.

Recall from layoff under this Article shall be in accordance with Article 6.03(b).

Employees who select a layoff under Article 6.04(e) will be subject to a six month recall period under Article 6.04(c)(iv) as opposed to twelve months, which continues to apply to employees are laid off by the Company.

Based on the language of the Collective Agreement, the Company and the Union agree to the following:

Example #1

There is a reduction in the electrician classification and to avoid a layoff, the electrician(s) are being assigned to the services classification.

Electrician Classification	Move to	Services Classification
Reduction in a Trade		As per language under Article 6.04 (e)

Do not have to assign them to another classification. Services, Monday to Tuesday, bilge, help a fitter, freedom to keep them busy.

1. Competent and comfortable and their will be directed to do work of another classification for 30 days (i.e Services)
2. Their will get a dated letter with Notification, and copy to the Union
3. Stay in the original classification, their will not accumulate time in the other classification while their are doing work in it.

Example # 2

There is not a reduction which would result in a layoff. The company requires employee(s) who have dual trade (rigger and ironworker) presently in the rigger classification to now perform work within the ironworker classification. In the below example, the employee holds seniority in both classifications.

With Seniority

Rigger Classification	Move to	Ironworker Classification
# on Rigger Seniority List		
#4 Rigger/Ironworker (Employee with dual trades)		<p>Move to Ironworking.</p> <ul style="list-style-type: none"> We will force from the bottom up, put the names on the transfer list, and if a more Senior employee wants the work, we will move them in, this would be with PR. Then there is no need to call people. Review after 4 weeks We would ask the person every 30 days if their want to stay. The employee decides to stay we don't post a position. Employee does not want to stay after 30 calendar days, moved back to Rigging Posting is triggered If there is a need for an IWK go to the next employee on the list, (Ask from the top, down, each time) Repeat As long as a JR employee is Rigging, the IWK will be able to return every 30 days
#5 Rigger		
#6 Rigger		

Example #3

There is not a reduction which would result in a layoff. The company requires employee(s) presently working in the rigger classification to now perform work within the ironworker classification. This employee(s) does not yet have seniority established in the rigger classification.

Without Seniority

Rigger Classification	Move to	Ironworker Classification
# on Rigger Seniority List		
#4 Rigger/Ironworker		Move to Ironworking. Credit hours in the

		<p>rigger classification while moved because employees that are technically junior to them are accumulating hours in the classification. Company reviews after 30 days to determine if the move is still required.</p> <p>When there is a Junior employee making their rate, and we move a more Senior employee over to another classification, the Senior employee still retain their rate.</p>
#5 Rigger		
#6 Rigger		

This will be when there is a Reduction or Requirement Situation in a classification.

Signed the 21st day of June, 2023.

For the Company:



 DIRK LESKO
 President



 JIM RENNIE
 Vice President, Human Resources

For the Union:



 SHANNON SAMPSON
 President



 ADAM SLAUNWHITE
 Business Agent

MEMORANDUM OF AGREEMENT: Hours of Work

If the Company implements either four-shift model during the life of this collective agreement, it will provide a reasonable accommodation (to the point of undue hardship) for those employees having childcare arrangements that cannot be modified to the new shift schedule, assuming the employee(s) makes every reasonable effort to do so.

The Company may only implement the four on, four off model in the last year of this agreement:

1. by giving the Union six (6) months' written notice of its intention to do so; and,
2. if the Company intends to continue this four on, four off model beyond the life of this collective agreement, it will be subject to bargaining with the Union in the next round of bargaining.

Signed the 21st day of June, 2023.

For the Company:



DIRK LESKO
President



JIM RENNIE
Vice President, Human Resources

For the Union:



SHANNON SAMPSON
President



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Apprentices

The Company and the Union recognize that the National Shipbuilding Strategy provides the Halifax Shipyard with a tremendous opportunity to hire and develop local apprentices as Specialists and tradespersons for decades to come.

In order to maximize these opportunities and reduce the need to seek tradespersons nationally and globally, the parties agree that the promotion of apprentices through their trade to the achievement of Red Seal status is of primary importance to the Yard and can best be accomplished when the Company and the Union work together to achieve this goal.

With this in mind, the parties agree as follows:

1. General

- a) The on-going development of apprentices shall be a standing item for discussion at the monthly Training Committee meeting and the Committee will have access to the information required to further these discussions provided it is requested in a timely fashion;
- b) The Training Committee will designate one Company representative and one Union representative to deal with apprenticeship issues;

2. Exposure to Full Scope of Trade

- a) The Company and the Union recognize that exposure to the full scope of the trade is of critical importance for the apprentice.
- b) As part of taking responsibility for achieving their Red Seal, an apprentice will bring forward any concerns about the assignment of work that substantially limits exposure to the full scope of the trade in a timely way so that the Company can look at ways to remedy the concerns;
- c) It is understood that operational requirements of the Company may require work assignments that deviate from the objective of providing exposure to the full scope of the trade but the Company will make a good faith effort to address concerns raised by the apprentice;
- d) To ensure exposure to full scope of trade, an apprentice will not be eligible to apply for an internal job posting (Article 5.05). The Company may consider exceptions to this rule on a case-by-case basis.

3. Financial

- a) Union representatives of the Training Committee will assist apprentices in applying for all available funding from the provincial and federal governments for each block of training;
- b) Where an apprentice has not applied for available funding after being informed by the Company and Union Training Committee representatives, a failure to apply will not form a reasonable basis to delay block training;

4. Compliance

- a) An apprentice is obligated to work to complete their Red Seal designation as quickly as reasonably possible as a condition of continued employment.

- b) An apprentice who has learning/literacy barriers that make successful completion of the Red Seal written test difficult are obligated to raise these issues with the Company and Union Training Committee representatives. The Company and the Union are committed to working with apprentices in this situation to assist them in overcoming these barriers, provided they are also making efforts;
- c) An apprentice is obligated to register for block training as soon as the annual course schedule is available each year. In the event the apprentice is unable to sign up for block training due to insufficient room in the class, the apprentice is obligated to notify the Company and Union Training Committee representatives without delay;
- d) In this situation, and where there are sufficient apprentices in each trade eligible to take the block training, the Company and the Union will jointly work with the Nova Scotia Apprenticeship Agency and/or the Nova Scotia Community College to arrange for an additional class to be scheduled;
- e) No apprentice will be held responsible for delays in moving through any of the block training stages or the achievement of the Red Seal designation for reasons outside of their control, provided they have communicated these reasons to the Company and Union Training Committee representatives.
- f) Where the ability to complete the block training is delayed for reasons outside the apprentice's control, the apprentice will be paid the wage rate increase retroactively once the block training has been successfully completed.

This Memorandum of Agreement does not form part of the Collective Agreement and will expire following expiration of the next Collective Agreement unless specifically renegotiated by the parties.

Signed the 21st day of June, 2023.

For the Company:

For the Union:



DIRK LESKO
President



SHANNON SAMPSON
President



JIM RENNIE
Vice President, Human Resources



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Subcontracting

The Company agrees that, for the term of this agreement, Article 21.01(a)(v) will be amended from Halifax to Nova Scotia.

This Memorandum of Agreement will expire at the expiry of the current Collective Agreement unless specifically renewed by the parties.

Signed the 21st day of June, 2023.

For the Company:

For the Union:



DIRK LESKO
President



SHANNON SAMPSON
President



JIM RENNIE
Vice President, Human Resources



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Foreign Workers

Prior to hiring tradespersons from outside Canada, the Company will meet with the Union President and Business Agent to discuss the reasons for the decision to hire outside Canada. It is understood that the Union may still raise objections through available channels to any decision to hire from outside Canada.

This Letter of Understanding will expire following expiration of the next Collective Agreement unless specifically renegotiated by the parties.

Signed the 21st day of June, 2023.

For the Company:



DIRK LESKO
President



JIM RENNIE
Vice President, Human Resources

For the Union:



SHANNON SAMPSON
President



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Full Time Union Representative

The Company and the Union recognize the importance of having a full-time Union representative dedicated to day-to-day labour matters in the Shipyard.

The Company and the Union agrees to pay the full-time wages of the full-time Union representative at their regular rate of pay to a maximum of 2040 hours per year. Any Union work required of the rep outside the regular hours of work will be paid as overtime to a maximum of 5% of regular base earnings, beyond which the cost becomes Union Billable.

The parties understand the necessity to have the regular presence of the full-time Union representative in the Shipyard. To that purpose, the Union agrees not to book the full-time Union representative out on Union Billable time for any more than 8 hours per week or 10% per quarter without the agreement of the Company.

This Memorandum of Agreement will expire with the Collective Agreement unless specifically renegotiated for renewal by the parties. In the event either party does not want to renew the MOA, the parties will revert to Article 7.05 as it was in the 2012-2017 Collective Agreement for bargaining purposes.

Signed the 21st day of June, 2023.

For the Company:

For the Union:



DIRK LESKO
President



SHANNON SAMPSON
President



JIM RENNIE
Vice President, Human Resources



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Racial Justice Advocate

1. In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate.
2. A Racial Justice Advocate is an individual who is as a member of the Black, Indigenous or racialized community.
3. The Unifor Local Union President is responsible for the selection of the Racial Justice Advocate with input of Black, Indigenous and racialized union members.
4. A Racial Justice Advocate is a workplace representative who will assist and provide confidential support for Black, Indigenous and racialized workers in the workplace.
5. The Company and Union will manage the time away from work and costs associated with this role in the same manner as the Women's Advocate
6. The Employer and the Union will develop appropriate communications to inform all Black, Indigenous and racialized union members of the role of the Racial Justice Advocate and information on how to contact them.
7. The Advocate will participate in an initial training session and regular annual updated training to be delivered by the Union.
8. All training sessions and updated training will be at the Unions expense unless otherwise agreed upon.

This Memorandum of Agreement will expire with the collective agreement and must be negotiated between the parties in the next round of bargaining.

Signed the 21st day of June, 2023.

For the Company:



DIRK LESKO
President



JIM RENNIE
Vice President, Human Resources

For the Union:



SHANNON SAMPSON
President



ADAM SLAUNWHITE
Business Agent

MEMORANDUM OF AGREEMENT: Women’s Advocate

1. In recognition of societal barriers that women face, the Parties agree to identify a Women’s Advocate in the workplace.
2. A Women’s Advocate is an individual who identifies as a woman. The Union and company agree to the recognition of two Women’s Advocates.
3. The Unifor Local Union President is responsible for the selection of the Women’s Advocates with input of other self identifying female union members.
4. A Women’s Advocate is a workplace representative who will assist and provide confidential support for women in the workplace and provide support for women in accessing community resources.
5. The Company and Union will manage the time away from work and costs associated with this role in the same manner as the Racial Justice Advocate.
6. The Employer and the Union will develop appropriate communications to inform all women in the bargaining unit of the role of the Women’s Advocate and information on how to contact them.
7. The Advocate will participate in an initial training session and regular annual updated training to be delivered by the Union.
8. All training sessions and updated training will be at the Unions expense unless otherwise agreed upon.

This Memorandum of Agreement will expire with the collective agreement and must be negotiated between the parties in the next round of bargaining.

Signed the 21st day of June, 2023.

For the Company:

For the Union:



DIRK LESKO
President



SHANNON SAMPSON
President



JIM RENNIE
Vice President, Human Resources



ADAM SLAUNWHITE
Business Agent

January 12, 2023

VIA HAND DELIVERY

Shannon Sampson
President
Unifor Local 1

Adam Slaunwhite
Business Agent
Unifor

Adam Hersey
National Representative
Unifor

RE: UNDERTAKING LETTER

This will confirm our discussion in bargaining that both parties have an interest in modernizing the language of the existing collective agreement to make it more concise and understandable for all concerned.

In support of that effort, the parties have agreed to specific language changes which are not intended to impact the existing substantive rights of those articles for either party going forward.

In order to protect that intention, the parties have agreed to list here the articles that were changed simply to improve the overall collective agreement. Specifically, the articles are as follows:

1. Article 1.01
2. Article 10.01(a) through (c)
3. Article 10.03 through Article 10.27
4. Article 10.29 through Article 10.32
5. Article 13.01 (j)
6. Article 13.03 (Weekly Indemnity entitlement language)
7. Article 14.01 through Article 14.05
8. Article 17.01, 17.02, 17.03, 17.04 (a), 17.05, 17.06, 17.07, 17.10(a)17.11, 17.12, 17.13

In respect of these articles, the parties have agreed that, if at any point in the future, a dispute arises about the meaning of the new language, the interpretation of that language will rely on the words used in the same articles as they existed in the collective agreement expiring June 30, 2022.

If the parties cannot resolve the interpretation based on that review, either party may grieve and arbitrate as if the article was the one from the collective agreement expiring June 30, 2022.

This entitlement will cease in the future if the parties negotiate substantive changes to these articles that is intended to change their meanings.

Yours truly,

Jessica Michael
Manager, Labour Relations