



**COLLECTIVE AGREEMENT**

**Between**

**Marine Fabricators**

**and**

**Local No. 1**

**Unifor of Canada**

**January 1, 2023 - July 31, 2027**



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THIS AGREEMENT dated as of January 1, 2023,  
entered into between:

**MARINE FABRICATORS or its successor (hereinafter referred  
to as the "Company")**

**-and-**

**Unifor, Local 1  
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 Unifor, Local 1 as the sole collective bargaining agent for bargaining unit employees of the Company as defined herein at its place of business at 565 Windmill Road, Dartmouth, Nova Scotia.
- 1.02** There shall be no discriminations, interference, restraint or coercion by the Company or any of its agents against any employees because of membership and/or activities in the Union.
- 1.03** There will be no different treatment on the part of the Company in the matter of wages, hours and working conditions except as set forth in this Agreement between employees covered by this Agreement.
- 1.04** The Union, in respect to and as part of this Agreement shall, through its Shop Steward, undertake to actively promote general efficiency and productiveness of its members.
- 1.05** Words in the singular include the plural and vice versa.
- 1.06** Arrangements shall be made for the briefing of new employees by a Local 1 executive member at a place and time designated by the Company for a period of one (1) hour.

## **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.

(Collective agreement to be amended to reflect gender neutral references)

**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.

## **ARTICLE 3: CHECK-OFF**

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

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

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

**3.04** All bargaining unit employees covered by this Agreement must maintain their membership in the Union as a condition of their continued employment.

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

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

## **ARTICLE 4: EMPLOYEE**

- 4.01** The term "Employee" as used in this Agreement shall not include Supervisors, employees performing security, stores, purchasing, timekeeping, and clerical functions, and any other salaried or confidential employees.
- 4.02** 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**

- 5.01** The union recognizes the right of the company to hire, promote, transfer, demote and lay off employees to determine the numbers and function of their employees, including the decision whether an employee has the skill and ability to perform a particular job, and to suspend or discharge or otherwise discipline employees for just cause to maintain order and efficiency within its operations, subject to the terms of this agreement.
- 5.02** The union recognizes the right of the company to operate and manage its business in all respects, and to determine the locations of its operations, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.
- 5.03** The union further acknowledges that the company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. All rule changes will be explained in detail to the union executive prior to publication.
- 5.04** The Company agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted.
- 5.05** The union recognizes the rights of supervisors to perform work, provided it does not cause an employee to be laid-off or prevented from being recalled for full-time employment.
- 5.06** In order to protect its property and its interests, the Company shall have the right to search all persons, automobiles, lockers or tool boxes of any employee, but only in the presence of the employee, if actively employed, and a witness, unless a witness is not readily available.

## ARTICLE 6: SENIORITY

### 6.01 Probation

- (a) Employees shall be deemed to be on probation for the whole period of employment until they gain seniority.
- (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.
- (c) In the case of probationary employees who have not acquired seniority, ability being relatively equal, length of service shall be the governing factor in layoff, rehiring, promotion or demotion.
- (d) During the probationary period the employee may be dismissed at the Company's sole discretion.

### 6.02 Seniority

- (a) In the case of an employee who has established seniority and where skill, ability and qualifications are equal, classification seniority shall be the governing factor in layoff and recall.
- (b) Apprentices will be employed as needed based on operational needs and may be retained during periods of lay-off to progress the apprentice through his indentured program.

### 6.03 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 a monthly list of hires and terminations to the Union when requested by the Business Agent.
- (c) An employee's seniority and recall rights shall be forfeited on any one of the following events:
  - (i) if s/he voluntarily terminates employment
  - (ii) if s/he is discharged for cause
  - (iii) if s/he has been laid off for a period exceeding twelve (12) consecutive months
  - (iv) if s/he fails to return to work the week following recall to work
  - (v) if an employee without seniority as per Article 6.01 (b) fails to acquire seniority

- (vi) if s/he overstays a leave of absence, unless s/he has submitted evidence satisfactory to the Company of his inability to return and is granted an extension
  - (vii) if s/he withdraws regular contributions from the RRSP (see Article 15.01)
  - (viii) if s/he retires
  - (ix) if s/he withdraws vacation pay from current year in which it is being accumulated
  - (x) despite Articles 6.03(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 for five (5) or more consecutive working days as a result of a criminal conviction.
- (d) Any active employee promoted out of the bargaining unit will have his standing continued as if during the period of his promotion s/he was still working as s/he was working when such leave of absence was granted, until such time as s/he terminates his membership in the Union.
- (e) Any active employee within the bargaining unit promoted out of the bargaining unit shall not accumulate seniority while holding such position. If such employee reverts to the bargaining unit within three (3) months from the date of promotion, he shall exercise such seniority held at the time of his promotion out of the bargaining unit. 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 6.03 (c) (iii) shall apply

#### **6.04 Job Postings**

New job postings/openings will be first listed internally as an expression of interest for current employees to apply. If no internal applicants apply, it will then be listed externally.

### **ARTICLE 7: HOURS OF WORK**

#### **7.01 General**

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

- Back shift: 12:00 midnight to 4:30 a.m.  
5:00 a.m. to 7:30 a.m.  
Management and Union agree to commence shift 0001hrs Monday.
- Day shift: 7:30 a.m. to 12:00 p.m.  
12:30 p.m. to 4:00 p.m.
- Afternoon shift: 4:00 p.m. to 8:30 p.m.  
9:00 p.m. to 12:00 midnight

The Company may also introduce a 4x10-hour shift schedule for days and/or afternoon with two months' notice. Start times will be negotiated with the Union in advance of implementing the schedule.

**(b)** Employees will be advised by Thursday of the preceding week, in the event that the Company changes the hours of work or shift schedules to suit operational needs.

**(c)** 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 break and lunch periods. Employees arriving late will not be paid for late time.

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

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

**(f)** 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.

### **7.02 Break and Lunch Periods**

**(a)** Break periods will be taken on or adjacent to the work in hand at the following times:

Day Shift: 9:00 a.m. – 9:15 a.m.

Afternoon Shift: 6:00 p.m. - 6:15 p.m.

Back Shift: 2:00 a.m. - 2:15 a.m.

**(b)** It is agreed by both parties that following a break or lunch period, employees must be back at their work stations to commence work at the time stated on their assigned shift.

### **7.03 Facility Shutdown**

#### **(a) Unscheduled**

In the event the Company deems it necessary not to operate and/or to close the Facility, or any part thereof, due to inclement weather, fire, flood or other causes beyond the control of the Company, affected employees 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 on a pre-recorded message (902-460-6569 or 1-844-314-3511) at least one and one half (1 1/2) hour prior to the start of the shift, that the shift will not be operating.



**(b) Scheduled**

The Company may schedule facility shutdowns for vacation or holidays.

**7.04 Overtime Pay**

(a) Any work performed in excess of forty (40) hours in a week shall constitute overtime and shall be paid for at the rate of time and one half the regular rate of pay, except where double time is payable.

(b) Work performed on a Sunday will be paid at double time rate, provided the employee works all of the scheduled shifts in the remainder of the work week.

(c) Work performed on a paid statutory holiday as defined herein will be paid at double time, plus the regular statutory holiday pay if the employee so qualifies.

**7.05 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**

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 they wish to do so, provided the employee advises the Company by 4:30 p.m. Friday on the week they wish to start or stop banking. Overtime may be banked at any time during the year starting from the first day of the financial year (normally occurs shortly after January 1<sup>st</sup>) until two pay periods prior to December 25<sup>th</sup>.

**ii) Withdrawals**

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

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

Additionally, once per year, an employee may take a one week leave of absence (i.e. a leave of absence that takes place over one whole pay week) and take banked overtime pay during that week. Such LOA must be authorized at least one week in advance by the employee's supervisor and the Labour Relations Department. LOA's 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.

#### **7.06 Meal Allowance**

Employees requested to work overtime and not given notice before the start of the shift shall receive the following meal allowance of seventeen (17) dollars in consideration for expenses incurred by employees.

### **ARTICLE 8: FLEXIBILITY**

**8.01** Employees will perform any work of which they are capable for the efficient operation of the facility, as determined by the Company.

### **ARTICLE 9: HEALTH, SAFETY & ENVIRONMENT**

#### **9.01 General**

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

(b) All Company employees, both bargaining unit and non-bargaining unit, and including subcontractors, are fully obligated to comply with all reasonable rules of conduct and safety established by the Company.

(c) Employees are required to report all accidents, incidents, injuries and near misses to their direct supervisor immediately.

(d) The parties will cooperate to the fullest possible extent towards the prevention of accidents and the promotion of safety and health.

#### **9.02 Joint Occupational Health & Safety Committee**

(a) There will be a Joint Occupational Health & Safety Committee comprised of two (2) employees from the Union, and two (2) from Management. The role of Committee Chair will rotate between Union and Management Representatives from meeting to meeting.

(b) The Joint Occupational Health & Safety Committee will meet monthly to review safety conditions in the facility and make any recommendations they deem advisable to Management.

#### **9.03 Personal Protective Equipment**

(a) All employees are required to wear personal protective equipment as outlined in the Nova Scotia Occupational Health and Safety Act or as outlined by Company policies and procedures.

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

(c) The Company will provide each employee with seniority with two hundred and seventy-five (\$275) dollars each year as its contribution to the cost of the employees' purchase of work boots. Coveralls to be worn by employees will be issued by the Company and administered by policy.

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

## **ARTICLE 10: DISCIPLINE AND DISCHARGE**

**10.01** In accordance with Article 5.01, the Company has the right to discipline, suspend or discharge for proper cause.

**10.02** 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 Warning: 9 months

Suspension of less than five days: 12 months

Suspension of five day or more: 18 months

**10.03** In cases of suspension without pay and termination, the employee will be offered the opportunity to have union representation present.

**10.04** 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 11: GRIEVANCES**

### **11.01 General**

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

(b) Should any difference arise between the Company and the Union or the employees of the Company as to the above, an honest effort shall be made to settle by using the below-noted procedure.

(c) No complaint shall be considered as a formal grievance until it has been processed in accordance with all of the steps of the grievance procedure.

(d) Grievances will be submitted using a form prescribed by the Company and will not otherwise be accepted.

(e) The Union may have a Grievance Committee consisting of the Shop Steward and the Business Agent or Local Chair, if established.

## **11.02 Grievance Procedure**

### **(a) Time Limits**

- i. Where time limits are expressed in days or hours, it is understood that Saturdays, Sundays, and Holidays are excluded.
- ii. Failure of the Company or the Union to act within the specified time limits of the grievance procedure will mean that the grievance is conceded by the party who failed to respond.

### **(b) Step 1 - Supervisor**

- i. An employee who has a complaint will first present it to his Supervisor.
- ii. The Shop Steward may take up a complaint and act on behalf of an aggrieved employee if the aggrieved employee is on layoff and/or otherwise absent from the workplace.
- iii. In either of the above-noted circumstances, the complaint will be presented verbally to the Supervisor within twenty-four (24) hours from when the alleged violation occurred.
- iv. The Supervisor will investigate the complaint and provide his answer verbally within twenty four (24) hours, either directly to the aggrieved employee or to the Shop Steward who raised the complaint.

### **(c) Step 1 – Exceptions**

Step 1 of the grievance procedure is skipped when:

- i. the Company has a grievance to present to the Union
- ii. the Union wishes to initiate a policy grievance against the Company
- iii. an employee claims s/he was not properly hired or claims unjust lay-off
- iv. an employee grieves a suspension or termination of employment.

Grievances which are exempt from Step 1 of the grievance procedure are to be filed directly with Labour Relations within three (3) days of when the alleged violation of the Collective Agreement occurred. These grievances are processed beginning at Step 2 of the grievance procedure.

**(d) Step 2 – Filing of Formal Grievance**

i. If the Supervisor's verbal decision at Step 1 does not satisfactorily resolve the complaint, a member of the Grievance Committee may file a formal written grievance on behalf of the employee. The formal grievance must be filed with the Supervisor within forty-eight (48) hours of receiving the Supervisor's verbal decision in Step 1.

ii. The Supervisor or his designate will render a written decision within three (3) days of receiving the grievance.

iii. The Grievance Committee will respond in writing to the Supervisor's written decision at Step 2 within three (3) days of receipt, by either withdrawing the grievance or requesting a Step 3 meeting.

**(e) Step 3 - Meeting**

i. Where the Grievance Committee requests a meeting, the Supervisor or his designate, will schedule the meeting to occur within five (5) days of receiving the request.

ii. The Supervisor or his designate will provide a letter to the Grievance Committee indicating the Company's final position arising from the Step 3 meeting. The letter may be provided at the time of the meeting or within three (3) days of the meeting.

**11.03 Arbitration**

**(a) Referral**

i. A grievance may only be referred to arbitration once all of the steps in the Grievance Procedure have been followed.

ii. If the Union wishes to proceed to arbitration it must notify the Company in writing of its intention within five (5) days of receiving the Company's written response arising from the Step 3 meeting.

iii. If the Company wishes to refer a Company grievance to arbitration, the Company shall notify the Union of its intention within five (5) days of the Step 3 meeting.

iv. Any failure by one party to notify the other in accordance with Article 10, will constitute abandonment of the grievance.

**(b) Arbitrator Selection**

i. Grievances referred to arbitration normally will be arbitrated by a single Arbitrator selected by the parties. By exception, either party may call for the establishment of an Arbitration Panel. This Panel will consist of three (3) members: one (1) member to be appointed by the Company and one (1) member to be appointed by the Union. The third member, who will act as the Panel Chair, will be appointed by the other two panel members.

ii. The party initiating the grievance will contact the Arbitration Chair directly to make arrangements.

iii. The Arbitrator or Arbitration Panel, as the case may be, will have the power to modify or set aside any penalty imposed by the Company relating to a disciplinary measure before it, but shall have no power to add, substitute, subtract or modify any terms of this Agreement. All decisions of the Arbitrator or Arbitration Panel arrived at in accordance with the provisions of this Agreement shall be final and binding upon the parties.

iv. Expenses for the arbitration hearing will be shared equally. This includes, but is not limited to, the services and expenses incurred by the Arbitrator(s), as well as the meeting space for the hearing.

## **ARTICLE 12: CLASSIFICATION WAGE RATES AND PAY**

### **12.01 Classification Wage Rates**

(a) Employees are entitled to the classification wage rates set out in Schedule A.

### **12.02 Pay**

(a) All employees covered by this Agreement shall be paid weekly and wages shall be paid by direct deposit. One week's lying-in-time to be retained.

(b) The pay week shall commence 0001 hours Sunday and end midnight Saturday.

(c) Where an employee requires an adjustment to his/her pay, corrections must be brought to the attention of the supervisor no later than 8:00 A.M. Thursday in order for payment to be made via direct deposit by Saturday.

## **ARTICLE 13: VACATION LEAVE AND PAY**

### **13.01 Vacation Entitlement**

(a) An employee must be in the employ of the Company for a period of twelve (12) months within a period of two (2) years to qualify for vacation leave with pay or, failing that, will qualify for vacation pay only under the Vacation Pay provisions of the Nova Scotia *Labour Standards Code* before being entitled to vacation.

(b) Vacation entitlement is as follows:

2 weeks after 1 year of service within a period of 2 years

3 weeks after 4 years of continuous service

4 weeks after 10 years of continuous service

5 weeks after 20 years of continuous service

(c) Any vacation or vacation pay to which an employee may become entitled under the Vacation Pay provisions of the Nova Scotia *Labour Standards Code* shall be granted or paid to an employee. These shall be debited against the benefits which such employee is entitled to receive under this Article so that there may be no duplication.

- (d) If an employee's seniority is forfeited as outlined in this Agreement (Article 6), s/he will lose all previous qualifications or rights s/he held under this Article at the time of forfeiture of seniority.

### **13.02 Vacation Pay**

- (a) Employees who qualify for vacation pay will receive the following:
  - Qualified for two (2) weeks with pay: 4%
  - Qualified for three (3) weeks with pay: 7%
  - Qualified for four (4) weeks with pay: 9%
  - Qualified for five (5) weeks with pay: 12%
- (b) Vacation pay is based on an employee's actual earnings from the previous year. 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.
- (c) An employee must go on vacation to receive vacation pay, except as provided in 13.03 (e).
- (d) If changes to the *Workers' Compensation Act/Regulations* occur that requires the Company to report additional monies to the WCB that are received by an employee while out on WCB, and which in turn results in deductions occurring in the benefits being received by the employee from WCB, then the Union and Company agree that the Company shall cancel the preceding paragraph.
- (e) An employee laid off shall be entitled to claim the vacation pay based on his earnings in the previous calendar year, but the vacation pay based on his earnings in the year in which s/he is laid off shall be accumulated until the end of that year. Thereafter, if such employee still remains in the employ of the Company, vacation pay will be paid through regular pay pursuant to Article 12.
- (f) An employee who has qualified for vacation pay and who leaves the employ of the Company will be paid such vacation pay at the time s/he leaves.
- (g) If an employee withdraws his vacation pay during the current year, s/he forfeits his seniority and terminates his employment.

### **13.03 Vacation Scheduling**

- (a) The vacation year shall be the calendar year.
- (b) All vacations and vacation pay to which employees become entitled under this Agreement will be granted during the vacation year succeeding that in which they are earned. In the event an employee does not use his vacation, s/he shall receive the outstanding vacation monies due.
- (c) The Company will, so far as possible, arrange for each employee to be granted his vacation at the time chosen by the employee, provided the employee notifies the Company by a date to be set by the Company in consultation with the Union. In case of conflict, senior employees

are to be given preference for vacation period. No employee may go on vacation without the previous consent of the Company.

- (d) Employees shall submit vacation preference date by May 1st. The Company shall post the vacation schedule by June 1st, subject to change only by mutual consent. Employees who are unable to submit their vacation plans by May 1st, or who find it necessary to change their approved vacation plan shall submit a request to the Company five (5) working days in advance.
- (e) If an employee takes at least two (2) weeks of vacation, s/he may waive additional time and elect to claim the balance of the vacation pay. In such a case, the employee must communicate this choice to the Company prior to the commencement of his vacation.
- (f) Employees may be granted the privilege of taking individual vacation days up to a limit of fifteen (15) days, when they are qualified for three or more weeks of vacation. A request to split vacation into individual days is to be submitted to the employee's supervisor one (1) working day in advance

The first 10 days are subject to minimum one day's notice and additional 5 days are subject to a minimum five days' notice.

#### **13.04 Vacation Accrual**

Employees in Local 1 will retain their years of service for vacation calculation purposes if they change employers from Marine Fabricators to Irving Shipbuilding provided there is no break of service longer than 30 days.

### **ARTICLE 14: PAID HOLIDAYS**

**14.01** An employee will be paid the standard working hours at contract rates for ten (10) paid holidays in each contract year if not worked, providing such employee actually works his full scheduled shifts preceding and eight (8) following such holidays or that s/he works between the qualifying shifts. These holidays shall be:

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

**14.02** Should any of these holidays fall on Saturday or Sunday, the preceding Friday or 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.

**14.03** The Company shall arrange for each employee to select their own floating holiday at the time chosen by the employee, provided the employee notifies the Company at least 24 hours prior.



**14.04** An employee with seniority rights under the terms of this Agreement who is laid off during the period beginning at the start of his shift on the shift preceding the holiday to the end of the shift following the holiday will be eligible for the said paid holiday.

## **ARTICLE 15: PENSIONS AND GROUP INSURANCE**

### **15.01 Employees Group RRSP**

#### **1. Regular Contributions**

The plan will be registered as a Group Registered Retirement Savings Plan. The plan will be mandatory for all employees following 90 days of continuous employment. The employee must contribute required contributions of 5% of regular and overtime earnings, which the Company will match at 100% for a total combined contribution rate of 10%

Regular earnings are defined as gross earnings less overtime.

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

As members of this programme, employees are permitted under the Income Tax Act to contribute up to 18% of previous year income into Retirement Savings Plans (subject to applicable law). For this calculation, income includes all earnings.

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

#### **3. Retirement Bonus**

Employees that retire with 20 or more years of service, or their years of service plus their age add up to 70, the company will pay \$100 for each year of service.

### **15.02 Group Health And Insurance Plan**

#### **1. Weekly Indemnity And Life Insurance**

The Company will put in place with an insurance company the mandatory life insurance plan and Weekly Indemnity Plan. ***The Company will pay the full cost of the weekly indemnity plan while the employee will pay the full cost of the life insurance plan. The life insurance plan cost is \$450.00 annually.***

Life Insurance \$150,000  
Accidental Death & Dismemberment \$50,000

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 on the 4th day of non-occupational accident, 8th day of illness for a duration of 52 weeks.

Claimants will not be paid for the first three (3) and seven (7) days respectively. All insurance claims will be administered by the insurance company. Employees will receive pamphlets summarizing the provisions of the insurance plans.

***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.***

## **2. Long Term Disability Plan**

The Company will arrange for coverage with an insurance carrier, the terms of which are summarized below:

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.

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

All other provisions are governed by the contract of insurance.

## **3. Medical/Dental/Vision Coverage**

The Company will put in place with a health benefits carrier a medical/dental/vision care insurance plan, in which participation is mandatory for all employees.

Participants will be provided with an annual Company contribution of \$2783 (family) and \$968 (single). These amounts will be increased annually by 50% of the increase in the cost of Modules Basic Basic Basic.

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.

#### **4. Administration**

**Coverage:** Mandatory for all employees.

**Eligibility:** Coverage is effective on the 1<sup>st</sup> of the month following 90 days of continuous employment months of service, provided the employee is active on the effective date.

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

**Weekly Indemnity and Workers' Compensation:** Life and Medical & Dental coverage will continue for up to one (1) year. The Company and employee will both continue to pay their premium contribution share for these plans.

**Long Term Disability:** Medical and Dental coverage will continue, provided the employee pays the full premium contribution required.

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

### **ARTICLE 16: BEREAVEMENT LEAVE**

**16.01** 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.

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.

**16.02** Should a lay off occur while an employee is out on approved bereavement leave, the paid bereavement leave will continue in accordance with 16.01. However, the employee shall not receive any further payments unless called in by the company under Article 6.

**16.03** 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.

#### **16.04 Industrial Accident**

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

### **ARTICLE 17: JURY DUTY**

**17.01** 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 they miss while serving and any monies paid for the jury duty service (to a maximum of twenty days per year).

### **ARTICLE 18: UNION OFFICIALS**

**18.01** An employee selected by the Union for any executive Union position which requires him to leave the employ of the Company will be given a leave of absence without pay or benefits 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 s/he was still working for the Company in the same classification as s/he was working when such leave of absence was granted.

**18.02** When the Union requests an employee to attend Union Business outside of the workplace, approval must be obtained from the facility Manager, or designate, no later than forty-eight (48) hours in advance. The Company will reimburse that employee for eight (8) hours per day, at his prevailing straight time rate of pay. The Company will be reimbursed for these costs by a like contra of the monthly union dues submitted to the Union, accompanied by a statement of account.

**18.03** Designated or elected union officials shall be limited to one shop steward to attend to union matters in the facility. If the designated shop steward needs to leave the job to tend to such matters in the facility, s/he will obtain his Supervisor's permission in advance. S/he will also report back to his Supervisor when s/he returns to the job following this absence.

Approved time off the job to tend to internal union matters will be cost shared on a 50%/50% basis between the Company and the Union.

**18.04** A representative of the National Union will have pass privileges when the facility is working and 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.

### **ARTICLE 19: NOTICES**

**19.01** The company will provide notice boards provided there is only one board per building located in or outside lunchroom or outside washroom facilities and that they are managed in the same manner as the Yard today.

**19.02** All union notices must be approved by the Facility Manager in advance of posting.

## **ARTICLE 20 : TOOL LOCKER ACCOMMODATION**

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

**20.02** The Company agrees to supply secure facilities for the safekeeping of personal and Company tools at job sites.

**20.03** All tradespersons and apprentices shall have a minimum amount of tools in accordance with a list provided by the Company. New hires will be required to possess the tools at time of hire.

## **ARTICLE 21: CHARGEHANDS**

### **21.01**

- (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 they wish, upon posting of future notices.

### **21.02 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 Charge hand.
- (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 preestablished pool at management discretion when required.

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

### **21.03 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 22: SUBCONTRACTING**

### **22.01**

- (a) When subcontractors are in the Marine Fabricators, 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 regular local 1 employee for each hourly paid subcontractor working in the Yard.
- (b) Except where emergencies prevent it, the Union shall be informed of all subcontracting being performed at Marine Fabricators 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).

## **ARTICLE 23: EXPIRATION OF AGREEMENT**

This agreement is effective from January 1, 2023 until midnight on July 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 24: OBLIGATIONS**

**24.01** All provisions and terms of this Agreement are hereby mutually agreed to, by and between Marine Fabricators, and all members of Unifor Local No. 1 and signed by the representatives of

the parties hereto who have been duly authorized to execute the same on behalf of Marine Fabricators, and on behalf of Unifor Local No. 1 respectively.


**24.02** The fulfillment 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.

**24.03** 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.

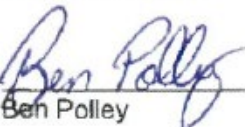
Dated this 31<sup>st</sup> Day of July, 2023

For the Union:

  
\_\_\_\_\_  
Adam Hersey

  
\_\_\_\_\_  
Shannon Sampson

  
\_\_\_\_\_  
Adam Slaunwhite

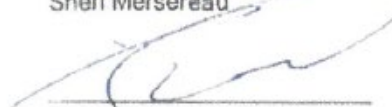
  
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Ben Polley

For the Company:


  
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Dirk Lesko

  
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Jim Rennie

  
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Sheri Mersereau

  
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Steve Coleman

  
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Jesse Risset

  
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Jason Green

  
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Jessica Michael

**SCHEDULE A: (RATES OF HOURLY WAGES)**

<u>Classification</u>	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
<u>Fabricators</u>	\$45.53	\$46.59	\$47.65	\$48.70	\$49.76

**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.