



Irving Shipbuilding, Inc.

COLLECTIVE AGREEMENT

Between

HALIFAX SHIPYARD

AND

UNIFOR LOCAL NO. 28

July 1, 2023 – July 31, 2027



INDEX

ARTICLE 1: PURPOSE AND EMPLOYEE DEFINITION	1
ARTICLE 2: RECOGNITION AND UNION SECURITY	2
ARTICLE 3: RESPECTFUL WORKPLACE	5
ARTICLE 4: MANAGEMENT RIGHTS	6
ARTICLE 5: HOURS OF WORK, OVERTIME AND STATUTORY HOLIDAYS	6
ARTICLE 6: VACATIONS AND VACATION PAY	8
ARTICLE 7: SENIORITY	9
ARTICLE 8: GRIEVANCE PROCEDURE AND ARBITRATION	11
ARTICLE 9: TECHNOLOGICAL CHANGE	12
ARTICLE 10: SAFETY AND HEALTH	12
ARTICLE 11: BEREAVEMENT LEAVE	13
ARTICLE 12: JURY DUTY	13
ARTICLE 13: BULLETIN BOARDS	13
ARTICLE 14: AUTHORIZED COMPANY TRAVEL	13
ARTICLE 15: STRIKES AND LOCKOUTS	13
ARTICLE 16: DISCHARGE AND DISCIPLINE	14
ARTICLE 17: TEMPORARY ASSIGNMENTS	14
ARTICLE 18: TRAINING	14
ARTICLE 19: SALARY SCHEDULES	15
ARTICLE 20: PENSIONS AND GROUP INSURANCE	15
ARTICLE 21: DURATION OF AGREEMENT	17
ARTICLE 22: RETROACTIVITY	17
ARTICLE 23: OBLIGATIONS	18
Schedule "A"	19
MEMORANDUM OF AGREEMENT	20

This Collective Agreement between:

**HALIFAX SHIPYARD, A DIVISION OF IRVING SHIPBUILDING INC.
(hereinafter referred to as the "Company")**

-and-

Unifor Local No. 28

(hereinafter referred to as the "Union")

ARTICLE 1: PURPOSE AND EMPLOYEE DEFINITION

1.01 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 the parties hereby agree upon the following terms and conditions of employment, remuneration, hours of work, employee benefits and related matters which will be observed by the parties hereto.

1.02 There shall be no different treatment on the part of the Company between employees as covered by this Agreement in matters relating to the terms and conditions of employment, remuneration, hours of work, employee benefits and related Collective Agreement matters except as provided for through this Collective Agreement.

1.03 Employees, for the purpose of this Agreement, are defined as those employees at Halifax Shipyard performing Administrative and Junior Technical positions falling within the pay rates set out in Schedule "A", excluding Ship Repair Estimators, Students, Co-op Students, temporary employees (refer to Article 1.04), draftsmen, security personnel, payroll clerks, positions listed as exclusions in Labour Relations Board Order #2208 and the Trade Union Act. All staff positions with base salary compensation levels above Level 7 set out in Schedule "A" will be excluded from the Bargaining Unit.

"Students" are defined as those employees who have been in attendance in school or university in the immediately preceding scholastic year, or who are enrolled in the immediately following scholastic year, and who are not engaged as replacements for members of the Bargaining Unit.

"Co-op Students" are defined as those employees who are engaged in a recognized work/study program at a school or university, whose course of study requires, or permits, the student to participate in study-related work programs as an integral part of the degree or diploma requirement.

If "Students" or "Co-op Students" are employed, Union dues shall be deducted as a condition of continuing employment.

1.04 Where there are no qualified Local 28 members on lay off for a given temporary position, it is recognized that the Company may employ temporary employees who are defined as employees who are hired for a specific purpose such as vacation relief, sickness, and short-term vacancies. However, temporary employees once having been working for a three (3) month period and who are performing Bargaining Unit work shall enter the Bargaining Unit for the remainder of their temporary period with such temporary employee not acquiring seniority until they have been employed six (6) months from the time of them having entered into the Bargaining Unit and completing the probationary period described

in Article 7.01(a).

Bargaining Unit members who are transferred into temporary positions shall maintain Bargaining Unit status. The Company shall supply the Union with a memorandum stating the name, department, type of work, and expected duration of employment for each new temporary employee hired, prior to their starting date. Temporary employees who have not acquired seniority shall not have recall rights.

1.05 (a) Permanent part time employees are defined as employees who work less than the normal hours of full time employees, who are employed on a continuing and recurring basis and who work a minimum of eight (8) hours per week but no more than sixty (60) hours per pay period.

(b) The maximum number of permanent part time employees shall be limited to ten percent (10%) of the regular Bargaining Unit personnel employed at any specific time.

(c) Regular full time positions, as of the date of signing of this Agreement, shall not be reduced to permanent part time positions. As these full time positions within the Bargaining Unit become vacant, the Company shall fill such vacancies with full time employees.

1.06 The Company shall not enter into any signed agreement with any individual or group within the Bargaining Unit without the agreement of the union.

ARTICLE 2: RECOGNITION AND UNION SECURITY

2.01 The Company recognizes the Union as the sole collective bargaining agent for employees in the Bargaining Unit, as defined by the Labour Relations Board (Nova Scotia), Order No. 2208, or any subsequent unit mutually agreed between the Company and the Union.

2.02 All present and future employees (excluding temporary employees) hired subsequent to the signing of this Agreement shall on their day of hire join the Union and sign and deliver to the Company a form authorizing the deduction of initiation fees and Union dues as prescribed by the Union.

Temporary employees shall join the Union and sign and deliver to the Company a form authorizing the deduction of initiation fees as prescribed by the Union when that employee enters the Bargaining Unit in accordance with Article 1.04.

2.03 (a) The Company, on receipt of a written authorization, will deduct, from the wages of each employee, the amount representing the monthly membership dues and initiation fees which are uniformly required to be paid by each member.

(b) The amount so deducted will be remitted by the Company to the Union, by the fifteenth day following the month the deductions were made, along with a list of employees from whom the deductions were made.

(c) The Union will notify the Company, in writing, of the amount of initiation fees and membership dues to be deducted from the pay of employees.

(d) All employees of the Company covered by this Agreement who are now members of the Union, or hereafter may become members must maintain their membership in the Union as a condition of employment.

2.04 Arrangements shall be made for the briefing of new employees by equal representation from the Company and the Union.

2.05 Persons excluded from the Bargaining Unit shall not regularly do work performed by employees within the Bargaining Unit except in the normal progression of their non Bargaining Unit job or for the purpose of instruction or the training of employees.

2.06 The Company acknowledges the right of the Union to elect or appoint Bargaining Unit employees as members of the Union Executive and/or as Union representatives. The Union acknowledges that members of the Executive and other representatives shall give primary consideration to their employment responsibilities to Halifax Shipyard when scheduling Union related matters. Union Representatives will be allowed a reasonable period of time during regular working hours to attend to Union business. Permission to attend such business must first be obtained from the Department Manager, who will give primary consideration to work schedules, and who will not unreasonably deny such requests. Time spent at plant meetings with Company representatives will not be deducted from wages.

2.07 (a) The Company agrees to grant special leave without pay to Bargaining Unit employees, members of the Union Executive or otherwise, chosen to represent the Union at labour conventions, workshops, or other Union assemblies. Requests for such leave should be made to the Employee Relations Manager at least two (2) weeks in advance, who will give primary consideration to work schedules and who will not unreasonably deny such requests.

The number of employees granted leave shall not exceed four (4) at any one time nor shall such leave exceed three (3) weeks in any calendar year for each employee.

Requests for special leave in excess of three (3) weeks in any one (1) calendar year for any one (1) employee may be granted by the Company at its sole discretion, subject to operational requirements. Such requests will not be unreasonably denied.

(b) Notwithstanding the foregoing, not more than one (1) employee from any one (1) Department, where applicable, may be absent at any one time, except with the express permission of the Department Manager. Such requests will not be unreasonably denied.

2.08 The Company shall continue the salary of an employee granted leave without pay for Union business, and shall invoice the Union for the employee's wages. The invoice shall contain proper documentation for any hours billed. The Union shall reimburse the Company within thirty (30) days of receiving an invoice.

2.09 Any employee selected by the Union for any full time Union Executive position shall be given a leave of absence, without pay, for a maximum period of two (2) years. Requests for such leaves will be made as far in advance as possible.

2.10 Employees returning from these leaves of absence will be given employment at the plant in their former classification.

2.11 The Company and Union have agreed that when necessary and when there are sufficient Shop Stewards to justify Shop Steward's meetings, meetings will be held every second Wednesday from 1:00 p.m. - 1:30 p.m.

2.12 The Company agrees to recognize a Negotiating Committee of not more than three (3) members appointed by the Union, maximum one (1) per department, for the purposes of representing employees during negotiations for the renewal of the Collective Agreement. Members of the Negotiating Committee shall be granted time off without pay for out-of-plant meetings during working hours for the purposes of preparation for and bargaining with the Company. The Company shall continue the salary of an employee on the Negotiating Committee and shall invoice the Union for the employee's wages for out-of-plant meetings for the time spent at negotiations. The Union shall reimburse the Company within thirty (30) days of receiving an invoice.

2.13 The Company agrees to provide the Union with information pertaining to Bargaining Unit employees as follows:

(a) Monthly

- (i) Employees on maternity leave, paternity leave, short or long term disability, or personal leave of absence;
- (ii) Hires and exits;
- (iii) Internal transfers and/or position upgrades.

(b) Semi-annually

- (i) Alphabetical list of employees showing name, address, telephone number, clock number, position title, salary level, and start date.
- (ii) Seniority list (plant seniority as well as active or inactive status).

2.14 The purpose of this article is to describe generally the Company's intentions with respect to the exercise of its right to subcontract work normally performed at Halifax Shipyard by Local 28 bargaining unit employees.

The Company does not intend to have subcontractors do work within Halifax Shipyard which has normally been performed by Bargaining Unit employees if their doing so would result in the lay off or in the failure to recall a Bargaining Unit employee that is familiar with and capable of performing the work except under the following circumstances:

- the equipment or facilities necessary to perform the work are not immediately available within Halifax Shipyard; or
- the production schedule for completion of the work cannot be met utilizing (on a straight-time basis) Bargaining Unit employees.

2.15 Labour Management Meetings

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

Therefore, the Union shall be entitled to request a formal Labour Management meeting where it determines there are labour issues impacting the bargaining unit that cannot be resolved with local management.

These meetings should be requested by the Union in writing directed to the Vice President, Human Resources or designate with a minimum of seven (7) working days' notice and should occur no more than once per calendar month.

In the written request, the Union will identify the issue(s) to be addressed in the meeting. On receipt of such request, the Company will endeavour to schedule the meeting as soon as reasonably possible but, in any case, within seven (7) working days.

In the meeting, one representative of the Union Executive (President, Vice President or Business Agent) and the Local shop steward will meet with senior management of the Company, including the Vice President, Human Resources or designate, for up to two (2) hours to discuss and resolve, where possible, the issues that have been raised. The intention is not to deal with individual matters that can be addressed through the grievance process.

Where the Union requests the release of employees to speak to specific issues, the request will be submitted for approval at the time the request for the meeting is made.

ARTICLE 3: RESPECTFUL WORKPLACE

3.01 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.

3.02 (a) 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.

(b) 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.

(c) 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*.

(d) 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.

(e) Where members of Local 28 require the assistance of a Women's Advocate, they shall be entitled to meet with the designated Local 1 representatives to obtain assistance in resolving their concerns.

(f) The Company agrees to allow employees one (1) minute of silence at 11:59 a.m. on December 6

each year in observation of the National Day of Remembrance and Action on Violence Against Women.

(g) There shall be no discrimination, interference, restraint or coercion by the Company or any of its officers against any employee because of membership and/or activity in the Union.

ARTICLE 4: MANAGEMENT RIGHTS

4.01 The Union recognizes the right of the Company to manage the Plant and to direct the working forces including, but not restricted to the right to hire, promote or transfer any employee and to discharge, discipline, demote or relieve employees from duty for just cause, subject to all other provisions of this Agreement.

ARTICLE 5: HOURS OF WORK, OVERTIME AND STATUTORY HOLIDAYS

5.01 The hours of work and shifts set out below may be varied by the Company if required for the efficient operation of the business.

(a) The regular hours of day shift work are eight (8) hours per day, forty (40) hours per week, Monday to Friday, and normally, with a starting time not earlier than 7:00 a.m. and a stopping time of not later than 5:00 p.m. However, where it is necessary for a given position to start prior to 7:00 am or stop later than 5:00 pm due to legitimate business reasons, the Company may vary the hours of employment for that position.

The actual starting and stopping times for each employee will be established to best meet the needs within each department.

(b) The regular hours of afternoon shift work shall be seven and one-half (7 1/2) hours per day, thirty-seven and one half (37 1/2) hours per week, Monday to Friday, with the hours of work 4:00 pm to 8:00 pm, and 8:30 pm to 12:00 midnight. The employee shall receive eight (8) hours pay for 7 1/2 hours work.

(c) The regular hours of afternoon shift work shall be seven (7) hours per night, thirty five (35) hours per week, Sunday to Thursday, with the hours of work midnight to 4:00 am, and 4:30 am to 7:30 am. The employee shall receive eight (8) hours pay for seven (7) hours work.

(d) Employees at their option, but subject to operational requirements nonetheless, may once during the first half of their regular working day, take a break from their job duties at their place of work.

(e) The Company may also introduce a 4 x 10-hour shift schedule for days and/or afternoons with one month's notice. Start times will be negotiated with the Union in advance of implementing the schedule.

5.02 The parties recognize that overtime is necessary in the industry, and especially so in support of production requirements. While overtime is not mandatory, the Union fully understands and recognizes, as do all Bargaining Unit employees, the necessity of working hours over and above those outlined in Article 5.01 on occasion, to meet production requirements.

With this understanding in mind, the Union will, when necessary, encourage employees working within classifications, departments or groups affected by such requirements to work additional hours.

The Company, when feasible, shall attempt to minimize such requirements of the Bargaining Unit work force by scheduling work assignments in a manner that would minimize the working of overtime.

5.03 The Company will make every effort to allocate overtime firstly to those on the job, and if not available to other senior qualified employees working in the same area, and to provide as much notice as possible when overtime is necessary.

5.04 In the event an employee is called for an emergency job or anything other than a prearranged overtime assignment, he/she shall be paid a minimum of four (4) hours pay at the straight time rate, or the actual hours worked at the applicable overtime rate of pay, whichever is the greater.

In the event an employee is called and reports for an overtime assignment and no work is available, he/she shall receive four (4) hours pay at the straight time rate. This clause shall not apply in the event of fire, flood, equipment failure, or other causes beyond the control of the Company.

5.05 (a) Work performed in excess of forty (40) hours per week shall constitute overtime and shall be paid at the rate of time and one-half.

(b) Work performed on Saturdays, Sundays and Statutory Holidays shall be paid at the rate of double time of the employee's equivalent hourly rate.

(c) Payment for work required to be performed at times other than described in this Agreement must be mutually agreed to by the Company and the Union.

5.06 A meal allowance of fifteen (\$15.00) dollars shall be paid to any employee who works twelve (12) continuous hours and subsequently every four (4) hours thereafter.

5.07 (a) An employee may choose to "bank" paid overtime hours in lieu of pay.

(b) Overtime hours are banked on the basis of time earned, as follows: an employee who works eight (8) hours of overtime at time and a half is entitled to twelve (12) hours off in lieu of overtime pay, while an employee who works eight (8) hours of overtime at double time will be entitled to sixteen (16) hours off in lieu of overtime.

(c) Employees may bank a maximum of forty (40) hours in any one (1) calendar year.

(d) The scheduling of time off in lieu of overtime pay shall be approved in advance by the Department Manager.

5.09 (a) Recognized Statutory Holidays, for purposes of time off and payment are as follows:

- | | |
|--|-------------------|
| 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 - as mutually agreed between employee and his/her Department Manager. | |

(b) An employee will be paid the regular daily rate for these Statutory Holidays, provided that the employee has worked the day immediately preceding and the day immediately following the holiday.

(c) Employees absent with written permission on either or both these days will be eligible for holiday pay. Employees absent due to illness on either or both of these days will be required to provide a medical certificate in support of their absence to be eligible for holiday pay, except for employees who receive payment for the holiday under Weekly Indemnity or Workers' Compensation.

(d) If one of the aforementioned holidays occurs on a Saturday or Sunday, the Monday following will be observed as the holiday. If one of the holidays occurs during an employee's vacation an additional day of vacation will be granted.

ARTICLE 6: VACATIONS AND VACATION PAY

6.01 Annual vacations with pay shall be granted to eligible employees as follows:

- 2 weeks after 1 year of continuous service;
- 3 weeks after 4 years continuous service;
- 4 weeks after 10 years continuous service;
- 5 weeks after 15 years continuous service;

6.02 In an employee's first year of employment vacation shall be earned at the rate of .833 days for each full month of completed service from the employee's date of hire and December 31st of that year, which must be taken by the end of that calendar year. On January 1st of the following year the employee would be eligible to schedule two (2) weeks of vacation for the upcoming twelve month vacation year. Vacation taken in this manner is available to be taken before it has been fully earned, which is on December 31st of that year.

6.03 Employees hired after June 30 shall be permitted to work an additional 40 hours at straight time prior to the holiday shutdown (beyond their regular schedule), with such paid time being banked for the purpose of use during the holiday shutdown. These hours shall be earned and banked before the employee is eligible for overtime.

These hours must be scheduled with the approval of the Company and will include any work assigned, provided the employee is qualified and safe to perform it.

6.04 Vacation pay will be based on the following:

- Qualified for 2 weeks with pay - 4%
- Qualified for 3 weeks with pay - 6%
- Qualified for 4 weeks with pay - 8%
- Qualified for 5 weeks with pay - 10%

of actual earnings (including vacation pay) of the previous twelve (12) months as shown by Company records.

6.05 (a) Vacation schedules will be arranged with and approved in advance by the Department Manager to ensure the efficient operation of the business.

(b) Any vacation not taken in the calendar year shall be paid out to the employee.

(c) An employee returning to active service after a period of lay off shall be entitled to a pro-rated paid vacation period based on the actual time worked in the year.

(d) In the event an employee leaves the Company or is laid off, the balance of vacation pay will be paid to the employee or deducted from the employee's last pay as required based on the actual vacation earned and taken year to date at the time of lay off or finishing their employment with the Company.

Any monies owed by an employee who is temporarily laid-off will be carried forward as an arrears until the employee is recalled, including into the next vacation year, if necessary.

6.06 Nothing in this Article shall be deemed to restrict the Company from designating a period when the plant will be closed or partially closed for a vacation period with sufficient notice to employees.

6.07 Employees eligible for five (5) weeks will be permitted two splits. Employees eligible for four (4) weeks will be permitted one split. Employees eligible for less than three (3) weeks will be permitted a split, as agreed between the Department Manager and the employee involved. In general, employees will be permitted to arrange a split(s), as mutually agreed between employee and Department Manager, based on plant conditions.

ARTICLE 7: SENIORITY

7.01 (a) The first 1800 hours of active and actual employment shall be considered a probationary period for new employees. During this probationary period, the performance of the employee shall be evaluated and the employee informed of areas of substandard work performance in the presence of a Union Representative. If, in the opinion of the Company, the employee has not performed to the standards of the Company, the employee may be dismissed. If, however, the employee's performance is improving, the Company may extend the probationary period by an additional 450 hours.

After the successful completion of the probationary period, seniority shall be backdated for a period equivalent to the probationary period.

(b) When an employee is promoted or transferred the employee will be permitted six (6) months under competent supervision to establish his/her fitness and ability to perform the new duties to which he/she is assigned. If the employee is unable to perform the new duties to the satisfaction of the Company, or if the employee concludes that he/she is unable to fulfil the requirements of the new position, the employee will be returned to the classification occupied immediately preceding his/her promotion or transfer. Any other employee promoted or transferred as a result of the re-arrangement of position shall also be returned to his/her former position and salary without loss of seniority.

7.02 There shall be one (1) type of seniority: Plant seniority will be based on total accumulated months of employment.

Employees on maternity leave, paternity leave, bereavement leave, sick leave, Workers' Compensation, or Union leave shall accumulate seniority for the period while absent from work.

When an employee is laid off, they shall accumulate their plant seniority subject to the provisions of Article 7.05.

7.03 Decisions regarding the layoff, recall, transfer, promotion and demotion of Bargaining Unit employees will be based on seniority provided the employee has the skill and ability as determined in the sole discretion of the Company.

Regarding Bargaining Unit vacancies, the Company has the sole discretion to determine the following: (1) If and when a vacancy exists; (2) what the appropriate pay grade is for that position; (3) whether there is a current Local 28 employee that is capable of efficiently carrying out the functions of that position; and (4) make the final determination of who will fill the vacancy.

7.04 (a) In the event that employees are laid-off from a bargaining unit position on the basis of their plant seniority rather than skill and ability, recall to that position will be in order of their plant seniority.

(b) Employees to be affected by layoff may be considered for re-employment in another Bargaining Unit position at the sole discretion of the Company based on the skill and ability of the employee

7.05 Plant Seniority and recall rights shall be forfeited if an employee:

(a) voluntarily resigns from employment;

(b) is discharged for just cause;

(c) has been laid off for a period in excess of twenty-four (24) months;

(d) fails to return to work after layoff within seven (7) days after receipt of notification sent by registered mail to the employee's address as shown on the Company's personnel records;

(e) overstays a leave of absence without permission of the Company;

(f) withdraws funds from the Group RRSP during layoff or leave of absence.

7.06 Employees moving to positions outside of the Bargaining Unit shall retain their Seniority for six (6) months from the date of promotion. Seniority shall not accumulate while an employee holds a position outside of the Bargaining Unit.

7.07 (a) The Company will provide employees with written notice or pay in lieu of notice of lay off as follows:

- one (1) week if period of employment is less than five (5) years
- two (2) weeks if period of employment is more than five (5) years but less than ten (10) years
- four (4) weeks if period of employment is more than ten (10) years but less than fifteen (15) years
- six (6) weeks if period of employment is more than fifteen (15) years

(b) The obligation to provide notice in Article 7.07(a) shall automatically cease and no longer apply upon an employee being re-employed in another position in accordance with Article 7.04.

7.08 When an employee receives an employee evaluation the employee shall have the following rights:

(a) To review and sign the evaluation to indicate it has been read.

- (b) Not to sign the evaluation if it is not detailed, or if the contents of the evaluation are not agreed to.
- (c) To be provided with a complete copy of the evaluation.
- (d) To add their own comments to the evaluation or to append their comments to the evaluation to become part of the official copy of the evaluation.

ARTICLE 8: GRIEVANCE PROCEDURE AND ARBITRATION

8.01 The purpose of this Article is to establish an orderly procedure for the discussion, processing and settlement of differences or disputes arising between the Company and the Union as to the interpretation, application, administration or claimed violation of the provisions of the Agreement.

Where time limits are expressed in days or hours, it is understood that Saturday, Sundays and holidays are excluded. No complaint shall be considered as a formal grievance until it has first been processed in accordance with the procedure outlined in Stage I, within five (5) days of the alleged violation of the Agreement.

The parties agree that the standard of arbitral review of management decision-making in respect of grievances brought by probationary employees shall be arbitrary, bad faith or discriminatory and not just cause.

Discharge and formal suspension cases and claims of unjust lay off must be initiated within five (5) days from the date of such actions or claims and processed to conclusion as rapidly as possible.

STAGE I

An employee who has a grievance shall first present it verbally to his/her Department Manager. If the employee desires, he/she may be accompanied by a Union Representative. The Department Manager shall give a verbal reply to the employee by the end of the following business day and in the presence of a Union Representative if one was present at the time the grievance was initially discussed.

STAGE II

Failing satisfaction or settlement at Stage I, the grievance will be referred, by the Union, in writing, to the Department Head or designate within five (5) days of receiving a reply at Stage I. A written decision shall be given within five (5) days. A copy is to be provided to the Union.

STAGE III

Failing settlement at Stage II, the grievance may be referred by the Grievance Committee within ten (10) days of receipt of the answer in Stage II, to the Manager, Employee Relations, or his/her designate, who shall render a decision in writing within ten (10) days.

8.02 The parties, upon proceeding to each Stage of the Grievance Procedure shall have been deemed to have complied with preceding stage requirements.

8.03 A Stage I grievance will automatically progress to Stage II if not replied to in accordance with the time limits as specified at Stage I. Grievances not processed at Stage II and Stage III within the specified time limits shall be deemed to be settled on the basis of the last written reply to the grievor. Failure of the Company to reply within allowable time limits shall mean that the grievance is conceded. Failure of the Union to reply shall mean that the grievance is abandoned.

8.04 Failing adjustment, or settlement at Stage III, the grievance may be referred to an Arbitrator chosen from the following list on a rotational basis from the top down:

- (a)** Gus Richardson
- (b)** Susan Ashley
- (c)** Lorraine Lafferty

An arbitrator who is unable to commence hearing a matter within ninety (90) days of being chosen shall constitute them as unavailable and the next arbitrator in rotation shall be chosen from the list. In the event one of the above arbitrators is no longer available to the parties for whatever reason, the parties shall meet to agree on a replacement.

The party wishing to proceed to arbitration must so advise the other party, in writing, within ten (10) days of receipt of the decision at Stage III. Should the ten (10) day time period not be observed, the grievance shall be deemed abandoned.

The Arbitrator shall have the authority to determine the merits of the grievance, including its arbitrability, except that in cases of discipline and discharge, the Arbitrator shall be restricted to determining if a violation has occurred and shall have no authority to alter the Company's decision with respect to discipline imposed. The Arbitrator shall have no power to add to, amend, modify nor render a decision inconsistent with the provisions of the Collective Agreement. The Arbitrator's decision shall be final and binding upon the parties. The fees and expenses of the Arbitrator, after the portion for which the Department of Labour is liable has been deducted, shall be shared equally by the parties.

8.05 Should the Company have a grievance to present to the Union it shall be taken up at Stage III of this Grievance Procedure. If the Union wishes to initiate a Policy Grievance against the Company, it may also be presented at Stage III. Failing satisfactory settlement the provisions for arbitration as set out in Article 8.04 will apply.

8.06 Grievances will be resolved as expeditiously as possible and in accordance with the time limits set out in this Article. The Parties agree that time limits may be extended by mutual agreement.

8.07 The Company will recognize a Union Grievance Committee of normally not more than two (2) Union Representatives, in addition to the grievor(s) involved. All time spent at in-plant grievance meetings with Company representatives shall be considered as time worked.

ARTICLE 9: TECHNOLOGICAL CHANGE

9.01 The Company and Union agree that technological change is necessary to maintain a productive and effective workforce.

ARTICLE 10: SAFETY AND HEALTH

10.01 The Company shall make all necessary provisions as required by the Occupational Health and

Safety Act for the safety, sanitation, and occupational health of its employees.

ARTICLE 11: BEREAVEMENT LEAVE

11.01 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. “Sibling” includes in-law.

In the case of the death of an employee’s 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.

11.02 Should a lay off occur while an employee is out on approved bereavement leave, the paid bereavement leave will continue in accordance with 11.01. However, the employee shall not receive any further payments unless called in by the company under Article 7.04(a).

11.03 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.

ARTICLE 12: JURY DUTY

12.01 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 13: BULLETIN BOARDS

13.01 The Company shall provide a bulletin board to the Union for the posting of notices. Notices other than those pertaining to Union meetings may be posted with the approval of the Employee Relations Department.

ARTICLE 14: AUTHORIZED COMPANY TRAVEL

14.01 Employees, required to use their own vehicles on authorized Company business, will be paid for such usage in accordance with Company policy. The rate of reimbursement is prorated to encompass all costs associated with the operation and maintenance of the employee's vehicle. The Company, however, is not liable for damages by or to the employee's vehicle that may occur while on authorized Company business.

ARTICLE 15: STRIKES AND LOCKOUTS

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

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

ARTICLE 16: DISCHARGE AND DISCIPLINE

16.01 An employee who has been discharged may institute the grievance procedure at Stage III.

16.02 An employee who has been disciplined, other than having been discharged, may institute the grievance procedure at Stage I.

16.03 Discharge and formal suspension cases and claims of unjust lay off must be initiated within five (5) days from the date of such actions or claims and processed to conclusion as rapidly as possible.

16.04 There shall be a Union representative present for any cases of discipline or discharge.

16.05 In the event an employee is being considered for disciplinary action that could result in a suspension or discharge, such employee may be placed on "indefinite suspension, pending investigation", with pay.

16.06 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 17: TEMPORARY ASSIGNMENTS

17.01 (a) Employees temporarily assigned to a higher paid classification other than their own for a period of one week or greater, shall be paid the higher rate of pay.

(b) Employees temporarily assigned to a lower paid classification than their own shall maintain their rate of pay.

(c) When an employee is temporarily assigned to a higher or lower paid classification for a period of one week or greater, the Human Resource Department shall submit a memo to the Payroll Department and the Union indicating the duration of the temporary assignment.

ARTICLE 18: TRAINING

18.01 Employees will be provided with training opportunities when it is determined this is beneficial to meet operational requirements, employee development needs or to improve efficiency.

18.02 The Company will pay into a special fund three cents (\$0.03) per hour for all hours worked per Local 28 employee per calendar year to provide for a paid education leave plan. This paid education leave

fund will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. 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 Unifor.

ARTICLE 19: SALARY SCHEDULES

19.01 Employees shall be paid, at the rates outlined in Schedule "A", by direct bank deposit, on a bi-weekly schedule.

19.02 The Company and the Union have agreed to a cutoff time of 9:00 A.M. on the last Thursday of each pay period for processing of the payment for overtime worked in the current pay period. Overtime worked after the cut off time will be paid in the following pay period.

The Company and the Union agree that overtime worked during a given time period will be paid as shown on the Employee's time sheet submitted for that time period if the time sheet is approved by the authorized manager/supervisor and if the employee has not made any error in the applicable cost code or hours for which the Employee is responsible.

If the overtime hours are paid and an error made by the Employee is subsequently identified, then an adjustment shall be made on the Employee's next pay cheque.

ARTICLE 20: PENSIONS AND GROUP INSURANCE

20.01 EMPLOYEE GROUP RRSP

Note: Article 20 does not apply to permanent part-time employees.

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 earnings, which the Company will match at 100% for a total combined contribution rate of 10%.

Regular earnings are defined as regular base and overtime earnings.

20.02 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.

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 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

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 \$3000.00 per month.

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 \$2684 (family) and \$942 (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

Eligibility: Coverage is effective on the 1st of the month following 90 days of continuous employment, provided the employee is active on the effective date.

Lay Off: Medical and Dental coverage will continue for a period of three months after layoff, 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: Life, 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.

20.03 SICK DAYS

(a) An employee is entitled to claim full compensation when ill, or for family related medical matters, for no more than five (5) days in any one (1) calendar year.

In the case of an illness of two (2) weeks or more of an employee with ten (10) years seniority, the Company shall pay the difference between the Weekly Indemnity and his/her regular salary for this second week of illness. This is a once per year obligation.

(b) An employee is not required to exhaust his/her sick day entitlement prior to submitting a claim for Weekly Indemnity.

(c) To qualify for payment for absence due to illness, the employee must report the absence to the Department Manager and, in the case of an absence of three (3) consecutive days or more, may be asked to present a certificate from a doctor confirming the illness.

Probationary employees shall not be eligible for the payment described in Article 20.03 (a) outlined above until completion of three (3) months of active service.

(d) For medical or dental appointments which cannot be scheduled for other than regular working hours, an employee may, at the discretion of the Department Manager, be granted time off, with pay, for up to two (2) hours to attend such appointments.

20.04 RETIREMENT BONUS

An employee, upon retiring, shall receive seventy-five dollars (\$75.00) for each year of service.

ARTICLE 21: DURATION OF AGREEMENT

21.01 This agreement is effective from July 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 22: RETROACTIVITY

Retroactivity applies to the general wage increase only which takes effect January 1, 2023. It does not apply to employees who have terminated their employment with the Company prior to the signing of this agreement. All other new negotiated items become effective from the date agreed to by the parties.

ARTICLE 23: OBLIGATIONS

23.01 All provisions and terms of this Agreement are hereby mutually agreed to by and between Halifax Shipyard, a Division of Irving Shipbuilding Inc., and all members of Local 28 and signed by the representatives of the parties hereto who have been duly authorized to execute the same on behalf of Halifax Shipyard, a Division of Irving Shipbuilding Inc. and on behalf of Unifor Local 28 respectively.

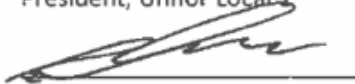
23.02 The fulfilment of this Agreement and that of any subsequent joint Agreements entered into shall be fully observed by the officers and members of the Union and by the Company and it is their duty to see that all such Agreements are carried out both in the letter and the spirit.


Signed this 28th day of August, 2023.

For Local 28


Jacklyn Cameron
Shop Steward, Local 28

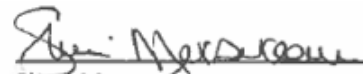

Shannon Sampson
President, Unifor Local 1


Adam Slaunwhite
Business Agent, Unifor Local 1

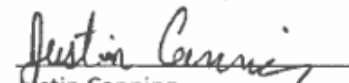

Adam Hersey
National Representative Unifor

For Halifax Shipyard



Dirk Lesko
President, Irving Shipbuilding



Sheri Mersereau
Director, Human Resources


Mike Donders
Labour Relations Specialist


Justin Canning
Manager, Supply Chain


Jessica Michael
Manager, Human Resources & Labour Relations


Jim Rennie
Vice President, Human Resources


Jason Green
Vice President, Labour Relations

Schedule "A"
Local 28 Salary Ranges
January 1, 2023 to July 31, 2027

	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026
Intermediate Procurement Specialist	\$81,000.00	\$82,620.00	\$84,272.40	\$85,957.85
Buyer	\$69,900.00	\$71,298.00	\$72,723.96	\$74,178.44
Document Control Administrator	\$56,732.06	\$57,866.70	\$59,024.04	\$60,204.52
Administrative Assistant	\$56,732.06	\$57,866.70	\$59,024.04	\$60,204.52

***There is a salary cap as part of the scope clause that is \$1.00 more than the classified salary rate at any time. (ex. Intermediate Procurement Specialist: 2023 salary cap is \$81,001.00.)**

MEMORANDUM OF AGREEMENT

The Company will provide all eligible Local 28 employees who are taking a maternity leave with the J. D. Irving, Limited maternity leave benefits coverage for the term of this collective agreement.

The maternity leave coverage will be available outside the collective agreement to allow for any changes the Company may choose to implement to the broader policy over the term of this agreement.