

**COLLECTIVE AGREEMENT**

**between**

**WOODSIDE INDUSTRIES, A DIVISION OF IRVING SHIPBUILDING INC.  
("Company")**

**3 Atlantic Street  
Dartmouth, Nova Scotia  
B2Y 4L7**

**and**

**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,  
IRON SHIP BUILDERS, BLACKSMITHS,  
FORGERS AND HELPERS  
LOCAL LODGE #73 ("Union")**

**June 2, 2018 to July 31, 2024**

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## **Article 1 - Purpose of Agreement**

- 1.1** Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operation, to protect the safety and health of employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto, the Company and the Union agree as follows:

## **Article 2 – Union Recognition**

- 2.1** The Company recognizes the Union as the sole collective bargaining agent of all hourly rated employees of Woodside Industries, a Division of Irving Shipbuilding Inc., save and except, Foreman, persons above the rank of Foreman, Office, Sales, Clerical workers, Quality Control and all others excluded from the Certification Order issued by the Nova Scotia Labour Relations Board, as amended from time to time.

## **Article 3 – Management Rights**

- 3.1** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights in accordance with its' sole and exclusive judgment and discretion:
- (a) To reprimand, suspend, discharge or otherwise discipline employees for cause;
  - (b) To determine the number of employees to be employed;
  - (c) To hire employees, determine their qualifications and assign and direct their work;
  - (d) To promote, demote, transfer, lay-off, recall work and retire employees;
  - (e) To set standards of productivity, the products to be produced and/or the services to be rendered;
  - (f) To maintain efficiency of operations;
  - (g) To determine the personnel methods, means and facilities by which operations are conducted;
  - (h) To expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service;
  - (i) To control and regulate the use of machinery, facilities, equipment and other property of the Company;

- (j) To introduce new and improved research, production service, distribution and maintenance methods, materials, machinery, and equipment;
- (k) To issue, amend and revise policies, rules, regulations and practices;
- (l) To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

**3.2** The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

**3.3 Full Trade Flexibility** - For all new employees hired on or after July 1, 2005, there shall be no trade demarcation. All employees will do all work which they are capable of safely performing.

#### **Article 4 – Union Security, Check-Off and Representation**

**4.1** The Company agrees that all employees covered by this Agreement are members if the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge #73 and shall maintain membership in said Local Lodge in accordance with the International Brotherhood Constitution. Employees must become members of Local Lodge #73 after seven hundred and twenty (720) hours have been worked from the start of employment in a one (1) year period and shall remain members during the life of this Agreement.

**4.2** Upon receipt of a signed authorization from the employee, the Company shall deduct from the first (1<sup>st</sup>) pay period of each month Union Dues covering all employees coming within the scope of this Agreement, and Initiation Fees or Reinstatements covering new employees. The Company shall promptly remit same, together with a list of names of the employees whose Union Dues, Initiation Fees or Reinstatement as so deducted, to the Secretary-Treasurer of the Local Lodge, designated by an official Representative of the Union. The Union shall notify the Company in writing the amount fixed as monthly Dues, Initiation and Reinstatement fees.

**4.3** The Union will indemnify and hold the Company harmless with respect to all claims and demands against the Company by reason of the Company deducting from the pay of any employee, sums of money for

Union Dues and Initiation fees in accordance with the terms of the article.

### **STEWARDS**

- 4.4 Steward designations must be confirmed in writing to the Human Resource Department.
- 4.5 For the purpose of carrying out the provisions of this Agreement, the Company shall deal only with the accredited representative of the Union, except as expressly provided for in this Agreement, the Company recognizes the right of the Union to appoint, or otherwise select Shop Stewards and one (1) Chief Shop Steward, and Committees whose duties will be to assist the Company and the Union in carrying out the provisions of this Agreement.
- 4.6 The Shop Stewards shall not be discriminated against by the Company and shall be treated equally with all other types of employees with respect to entitlement, benefits, terms and conditions of employment provided in this Agreement, including, but not limited to, consideration for overtime work, however, the Chief Shop Steward shall be retained until the last thirty (30) journeypersons employed in the bargaining unit, provided there is work available for which he/she is qualified to perform, otherwise the Business Manager of the Union will be notified in time to appoint a successor.
- 4.7 On the written request of the Local Union, leaves of absence may be granted to the Shop Steward to attend to Union business outside the plant, without the loss of any employee rights or benefits, except that the employee will not be paid for time off during such absence. These may include educational schools, union officer training, health and safety seminars, delegations, conventions, etc. These leaves will not be withheld in an arbitrary or discriminatory manner.
- 4.8 Arrangements shall be made for briefing of new employees by the Chief Shop Steward and Company Representative on working conditions as well as Union and Safety Rules. The Human Resources Department shall notify the Chief Shop Steward when one (1) or more "new hires" are added.
- 4.9 The Union acknowledges that the Steward has regular duties to perform on behalf of the Company, and that he/she will not leave such duties without receiving prior permissions from his/her Foreman or Supervisor, which shall not be unreasonably withheld. The shop Steward, upon

approval of management, shall have reasonable access to conduct Union Business recognizing the availability of telephones, facsimiles and photocopier machines to perform his/her duties.

## **COMMITTEES**

- 4.10** A Liaison Committee comprising of an equal number of Union and Management shall meet once a month to discuss any and all subjects of common interest. A representative of the Union may attend the meeting.
- 4.11** For the purpose of negotiating new provisions of the Collective Agreement the Company agrees to recognize the right of the Union to appoint or otherwise select two (2) members within the Bargaining Unit to serve on the Negotiating Committee without loss of employees' rights and benefits.

## **Article 5 – Hours of Work, Shift Work and Overtime**

### **I – Hours of Work**

- 5.1 (a)** The sole purpose of this article is to provide a basis for the computation of straight time and overtime wages.
- 5.1 (b)** It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week.
- 5.2 (a)** The employee's regular hours of work shall be Monday to Friday, 7:30 a.m. to 4:00 p.m.
- 5.2 (b)** The regular "Work Week" shall consist of forty (40) hours of work.
- 5.2 (c)** The "Work Day" is a period of twenty four (24) consecutive hours beginning at 0001 hours and ending at midnight.
- 5.3 (a)** An employee shall be entitled to one (1) fifteen (15) minute break in the first half of the employee's shift with one half (1/2) hour unpaid lunch break.
- 5.3 (b)** If any employee is required to work beyond the regularly scheduled shift, the employee shall be entitled to a fifteen (15) minute break prior to commencement of the additional time worked and shall be entitled

to a fifteen (15) minute break after every two (2) hours of additional work completed.

- 5.4** Where customers and/or schedule demands exist, alternative 7 day/wk coverage continental shifts may be implemented by the Company, providing that 1 week notice is given by the Company and providing that workers on the shift are offered minimum 40 hours per week regular time hours. Employees assigned to such shifts shall receive 6.4% of the journeymen's regular hourly wage. Before new employees are hired, existing employees will be offered the opportunity to volunteer for these shifts. In the event there are insufficient volunteers for these shifts, new employees will be hired, or existing employees will be assigned first to probationary employees, then in reverse seniority order in the event that new employees are not required.

## **II – Shift Work**

- 5.5 (a)** It is agreed that due to the nature of the Company's work and operation, it may be necessary to change or modify the shifts and length of shifts. The Company will seek volunteers for shift work prior to assigning people to shifts, but the final assignment will be made at Management's discretion.
- 5.5 (b)** Notice will be given twenty four (24) hours prior to any change in shift, length of shift, and/or shift start time, otherwise the applicable overtime rate shall apply in line with the agreed notice period.
- 5.5 (c)** For shifts other than the regular shift (7:30 a.m. – 4:00 p.m.) a shift premium of 4.5% of the journeymen's regular hourly wage will be paid for each hour worked. The starting time and quitting times may be changed one and one half (1 ½) hours either way.
- 5.5 (d)** Where an employee is sent home early from a scheduled shift for reasons outside the control of the Company, the employee shall be paid a minimum of two (2) hours worked, whichever is greater.

The Company will make a good faith effort to notify employees of a shift cancellation in advance by sending a text message to the last number provided by the employee.

## **III – Overtime**

- 5.6 (a)** Work performed during a work week, shall be paid time and one half (1 ½) for each hour worked in excess of normal shift hours and all hours

worked on Saturdays and holidays. Work performed on Sundays shall be paid at the first four (4) hours at time and a half (1 ½). The remainder of hours worked on Sundays will be paid at double (2x) time.

**5.6 (b)** Prior to becoming eligible for weekend overtime, an employee must work all regular scheduled shifts during that week. This does not include time spent on approved leave as per the Collective Agreement.

**5.7** The Company reserves the right to determine who shall work overtime, subject to the following:

**5.8 (a)** The employee or employees performing work on a particular task during regular hours will be the first employee or employees to be offered overtime work when overtime is required for that particular task.

**5.8 (b)** The Company shall then offer overtime work equitably amongst all those employees who have the ability to perform the work.

**5.9** Should an employee accept an offer of overtime work, the employee shall be subject to all terms and conditions of the Collective Agreement and Company Rules and Regulations with respect to the overtime work to the same extent as if the overtime work were regularly scheduled shift work for the employee.

**5.10** When an employee is called to work on his/her scheduled day off or on a Holiday he/she shall be paid a minimum of four (4) hours at his/her applicable hourly rate.

**5.11 Banking of 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. Note – under current EI legislation, receiving banked overtime while on lay-off in the manner set out below would not have any effect on employee EI benefits or waiting periods.

**i) Banking**

Overtime pay will be banked on a net (after tax) basis. Employees may bank all, or a portion of their net overtime pay, as the employee chooses, on an ongoing basis to a maximum of \$1500 total per year. Employees may choose to start or stop overtime pay banking on any week they wish to do



so, in a way to be determined by the Company, 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 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.

**iii) Year End Options**

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.

**Article 6 – Wash Up Time**

- 6.1** Each employee shall be allowed an adequate period for the purpose of cleaning his/her work area and washing up.

**Article 7 – Classifications, Rates of Wages**

**7.1** The Company shall have the classifications and the rates of pay as shown below:

	Hourly Wage Rate June 2, 2018	Hourly Wage Rate August 1, 2021	Hourly Wage Rate August 1, 2022	Hourly Wage Rate August 1, 2023
Semi-Skilled	\$25.46	\$25.71	\$25.97	\$26.23
Apprentice – Block 1	\$22.56	\$22.79	\$23.02	\$23.25
Apprentice – Block 2	\$24.18	\$24.42	\$24.67	\$24.91
Apprentice – Block 3	\$25.88	\$26.14	\$26.40	\$26.66
Apprentice – Block 4	\$27.54	\$27.81	\$28.09	\$28.37
Probationary Journeyman	\$30.18	\$30.48	\$30.78	\$31.09
Journeyman	\$33.00	\$33.33	\$33.66	\$34.00

**Article 8 – Pay Period**

**8.1** All employees will be paid weekly on Thursdays during working hours. In no case shall more than five (5) regular working days be held back in any one (1) payroll period.

**8.2** Employees’ wages shall be deposited into his or her financial account by direct deposit by the Company.

**Article 9 – Paid Holidays**

**9.1** The employee will be paid his or her normal hours of work at his or her standard rate of pay for each of the following statutory and general holidays providing that such employee has worked a full shift of his or her scheduled work day immediately preceding and immediately following the holiday. The exception to this will be probationary employees where the above shall apply and has received or is entitled to receive wages for at least One hundred twenty (120) hours during the thirty (30) calendar days immediately preceding the holiday. The employee will be paid for eight (8) hours at his or her standard rate of pay (Second shift to be paid for scheduled shift hours i.e. 10 hours) for each of the following statutory and general holidays:

- |                  |                     |              |
|------------------|---------------------|--------------|
| New Years Day    | Labour Day          | Heritage Day |
| Good Friday      | Christmas Day       |              |
| Canada Day       | Dartmouth Natal Day |              |
| Boxing Day       | Remembrance Day     |              |
| Thanksgiving Day | Victoria Day        |              |

- 9.2** In addition to the above statutory and general holidays, the employee will be entitled to two (2) Floating Holidays in which he / she shall be paid eight (8) hours at his or her standard rate of pay; the timing to be taken between Christmas/New Year Break.
- 9.3** If a holiday, as defined in Article 8.1, falls on a Saturday or Sunday it shall be observed on the preceding Friday or the following Monday, respectively, unless otherwise mutually agreed upon. When Christmas Day or Boxing Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed.
- 9.4** When a Statutory Holiday occurs during an employee's vacation, the employee shall be entitled to one (1) extra day as vacation as agreed by mutual consent.

**Article 10 – Annual Vacation Leave and Pay**

- 10.1 (a)** Vacation pay will be accrued and paid by the Company to the employees according to the number of years of service.
- 10.1 (b)** Employees who have less than five (5) years of service with the Company receive four percent (4%) of their hourly wage.
- 10.1 (c)** Employees who have accumulated more than five (5) years of service with the Company shall receive six percent (6%) of their hourly wage.
- 10.1 (d)** Employees who have accumulated more than twelve (12) years of service with the Company shall receive eight percent (8%) of their hourly wage.
- 10.1 (e)** Employees who have accumulated more than twenty (20) years of service with the Company shall receive ten percent (10%) of their hourly wage.
- 10.1 (f)** The employees shall be paid their vacation pay by direct deposit on the first (1<sup>st</sup>) pay period in July and the first (1<sup>st</sup>) pay period in December of each calendar year, however, the employee may request his/her vacation pay monies on two (2) other altered dates providing reasonable request was made to the Company.
- 10.1 (g)** In the event that the employee is to be laid off he/she shall receive all monies owed on his/her final pay.
- 10.1 (h)** Employees shall be entitled to the following time off as vacation leave, provided it is approved in advance by management and scheduled with the Company at times that do not impede the operation:

- (i) Less than 5 years of service - 2 weeks
- (ii) 5 years or more, less than 12 years - 3 weeks
- (iii) 12 years or more, less than 20 years - 4 weeks
- (iv) 20 years or more - 5 weeks

#### **Article 11 – Bereavement Leave**

- 11.1 (a)** In the event of a death of a member of his or her immediate family (i.e. father, mother, step parent, spouse, common law spouse, child, step child, grandchild, brother, step brother, sister, or step sister), the employee will be granted a paid leave of absence of three (3) consecutive working days.
- 11.1 (b)** In the event of the death of a father in law or mother in law an employee will be granted two (2) days paid leave of absence.
- 11.1 (c)** In the event of the death of a grandparent an employee will be granted one (1) days paid leave of absence.
- 11.1 (d)** Leave will not be granted if the employee is on Workers' Compensation leave, disability through Group Insurance or on lay-off at the time of the family member's death. Additional unpaid leave may be granted on compassionate grounds at the Company's discretion. This leave would not be unreasonably denied.
- 11.2** Any request for Bereavement Leave must be made by the employee to the Human Resources Department and the employee may be required to furnish proof of death of the relative, if requested by the Company.

#### **Article 12 – Group Insurance Plan**

- 12.1** The Employer will provide a Health and Dental Plan to be paid Sixty percent (60%) by the Employer and forty percent (40%) by the employee. This plan will be mandatory for all employees with seniority and will be administered in accordance with Company policy.
- 12.2** The Company will also arrange for Life/ADD, Weekly Indemnity and Long Term Disability coverage for employees with seniority on a voluntary basis. Employees may elect at their option, to join Life/ADD, Weekly Indemnity and Long Term Disability coverage. Employees who choose not to join this coverage will sign a waiver form relieving the Company of any responsibility. Employees who opt out of this coverage will not be

able to sign back on for a period of one (1) year from the signing date of the waiver.

**Article 13 – Boilermaker National Pension Plan (Canada)**

Employee and Employer contributions per hour worked to the Boilermaker National Pension Plan (Canada) will be as follows:

	Employee Contribution	Employer Contribution June 2, 2018	Employer Contribution August 1, 2020
Semi-Skilled	\$1.45	\$0.59	\$0.80
Apprentice – Block 1	\$1.54	\$0.66	\$0.89
Apprentice – Block 2	\$1.72	\$0.74	\$1.01
Apprentice – Block 3	\$1.85	\$0.81	\$1.10
Apprentice – Block 4	\$2.04	\$0.89	\$1.20
Probationary Journeyman	\$2.14	\$0.92	\$1.25
Journeyman	\$2.32	\$1.00	\$1.35

*Note:* The Employee Contribution represents a portion of the overall annual wage increase the Union has negotiated on behalf of its members. For clarity, the wage rate set out in Article 7 has been reduced by the amounts set out here at the direction of the Union in order to specify the employee’s annual required contribution to their pension.

Contributions, including the portion paid by the employees, are to be remitted by the Employer to the Boilermakers’ National Pension Plan (Canada) so that they are received no later than the 15<sup>th</sup> day of the month following the month in which the Contributions were earned.

This Contribution is inclusive of any municipal, provincial or federal tax or levy of any kind which may come into force during the term of this agreement.

**Article 14 – Seniority / Lay-Off and Recall**

**14.1 (a)** Seniority shall be defined as the length of service with the Company, from the date of first start and providing seniority is not broken.

**14.1 (b)** New employees will be probationary until they have completed one thousand (1000) hours worked from the start of employment in a one (1) year period, after which the seniority will date back to the most recent date of hire.

- 14.1 (c)** Ability is defined as the quality of state of being able, physically and mentally, to perform within the required work proficiently the task at hand.
- 14.2 (a)** Lay-Offs – Employees to be laid off shall be given a notice of one (1) day for each year of service to a maximum of five (5) days. The primary criteria to be applied to lay-offs is seniority and abilities, in that the Company desires to maintain a skilled and efficient workforce. Thus for lay-offs, where abilities are equal, seniority shall govern.
- 14.2 (b)** Recalls – Recall of employees shall be made as required, in inverse order of the procedure outlined for lay-offs.
- 14.2 (c)** All recalls will be made by the Company. The Company will make available to the Union, when requested, all records showing dates and times of recalls.
- 14.2 (d)** An employee on lay-off who is called to work and reports to personnel and is laid off again due to lack of work or cancellation of recall, is entitled eight (8) hours of pay provided the said employee was required to leave the employ of another firm. In the event that the employee was unemployed at the time of recall he/she shall receive four (4) hours pay at the applicable rate of pay as set out in Article 7.
- 14.3** An employee shall lose all seniority and his employment shall be terminated for any of the following reasons:
- (i)** An employee quits or retires, either by early retirement or at the normal age of retirement;
  - (ii)** If the employee is discharged for cause;
  - (iii)** Employees having recall rights and who are subsequently recalled to work by the Company shall have the right to refuse any recall that is of an established duration of less than three (3) weeks. These employees shall not suffer any loss of seniority or loss of right to recall to which they may be entitled to through accumulated seniority. For work of three weeks or greater duration, workers who are not available to return to work immediately due to being employed elsewhere will be allowed up to one week grace period before being required to return to work. Any worker who does not return to work by the end of this grace period will lose all seniority and recall rights. A longer grace period

may be granted to an employee at the Company's sole discretion.

- (iv) If the employee has been absent from work for three (3) consecutive working days without having notified the Company for reason for the absence within that period unless the employee can establish good and sufficient reason for failing to notify the Company, or
- (v) If any employee is laid off or absent from work due to illness for a period equal to the length of service up to a maximum of two (2) years.

### **Article 15 – Grievance Procedure**

**15.1** Should a difference arise between an employee and the Company all such differences shall be taken up and disposed of in the following manner:

**FIRST** Any employee or group of employees covered by this Agreement having a grievance shall first take the matter up with his / her foreman, with or without the assistance of Shop Steward.

**SECOND** Failing to reach a settlement within two (2) working days, the grievance shall be presented in writing to the Production Manager, who will discuss the matter with the employee or the group of employees involved and the Shop Steward. Copies of the grievance to be sent to the Human Resources Department and the Union.

**THIRD** Failing to reach a settlement with the Production Manager, within two (2) working days, the Company or Union shall be entitled to the assistance of an International Representative of the Union, if necessary. Failing a satisfactory settlement, the grievance may then be referred to arbitration as per Article 17 of this Agreement.

**15.2** It is agreed that the Shop Steward may present a grievance on behalf of an aggrieved employee or group of aggrieved employees directly at the second (2<sup>nd</sup>) level of the grievance procedure set out in Article 15.1. From then, the grievance shall be pursued in accordance with the grievance procedure, subject to all applicable time limits.

**15.3** No grievance will be considered where the event giving rise to it occurred or originated more than seven (7) full working days before the filing of the grievance. The time limit may be extended by mutual agreement.

**Article 16 – Grievance regarding Policy Administration or Interpretation of the Agreement**

**16.1** The Company or the Union may refer any grievance either may have regarding the administration, interpretation of, or violation of this Agreement to the other and, if such a matter is not settled to the other party's satisfaction within five (5) working days, it may, by mutual agreement, be referred to an Arbitrator in the same manner as a grievance of an employee pursuant to Article 17 of this Agreement.

**16.2** If the time limits are not honoured then the grievance shall be considered to be abandoned unless otherwise agreed by mutual consent.

**16.3** Employees who have been issued a disciplinary written warning shall have them on their file for a period of time:

Minor Offense	One (1) year
Major Offense	Two (2) years

**Article 17 – Arbitration**

**17.1** The Arbitrator shall be selected or appointed jointly by the Union and the Company provided that both parties agree upon some mutually satisfactory Arbitrator. If, after three (3) working days the parties are unable to agree to an Arbitrator, either the Company or the Union shall be at liberty to request the Minister of Labour for the Province of Nova Scotia to appoint an Arbitrator. The Parties shall contribute equally to the expenses and remuneration required by the Arbitrator.

**17.2** Once the Arbitrator is either selected or appointed, the Union and the employer will make arrangements for the date, time and place of the arbitration, at times mutually convenient to both the Union and the Company.

**17.3** The decision of the Arbitrator shall be final and binding upon both parties to this agreement.



## **Article 18 - Safety**

- 18.1 (a)** The Company and the Union agree to cooperate to the fullest extent possible toward the prevention of accident and the promotion of safety and health as per the Company's Environmental Health and Safety Plan and all updated regulations within the law.
- 18.1 (b)** It is further agreed that it shall be the duty of employees to make use of all protective devices and equipment available, and as instructed by the Company. The employee will comply with all posted company safety regulations, including those regarding safety wear. Failure to wear safety equipment or follow established safety procedures instructed by the Company will result in disciplinary action taken by the Company against the employee.
- 18.2** The Company and the Union agree to name a Health and Safety Committee comprising of an equal number of Company and Union representatives. The Committee's function will be to promote safety and industrial hygiene in the plant in accordance to the Occupational Health and Safety Act of Nova Scotia.
- 18.3** If an employee is injured on the job and is sent home by the attending medical personnel or physician, the employee will be paid his or her normal earnings for the shift, as if the injury has not occurred.

## **Article 19 – Work Boot Allowance and Coveralls**

- 19.1** Any time after working 720 hours in a given calendar year, The Company may supply boots and or coverall to employees. Employees will have option to take the supplied boots or buy their own and receive reimbursement up to \$150, it being understood that all boots must meet certified safety standards. The boot allowance will increase to \$175 in Year 4 of the Collective Agreement.

Employees will be required to wear the coveralls that the Company may provide.

- 19.2** This benefit is not available to probationary employees.

## **Article 20 – Absence Due to Illness or Injury**

- 20.1** In the event of sickness or injury resulting in an absence from work, the employee shall notify his or her Human Resources Department of the

illness or injury as soon as possible, under normal circumstances by mid-shift.

- 20.2** In the event of sickness or injury disables the employee from working for more than two (2) consecutive shifts, the Company may require the employee to provide a medical certificate from the employee's doctor describing the illness or sickness, the expected duration of the sickness or illness and whether the sickness or illness disables the employee from carrying out his or her duties. For sickness or illness exceeding one (1) work week, upon request from the Company, the employee shall provide such further medical information as required by the Company to confirm the ongoing nature of the disablement and the expected return to work date.
- 20.3** For absences from work in excess of one (1) working week or where the Company has reasonable grounds to believe the absence is not for legitimate medical reasons, the employee shall provide a medical certificate from his or her doctor confirming the employee's fitness to return to work if such certificate is requested by the Company.

#### **Article 21 – Promotion Outside of the Bargaining Unit**

- 21.1** An employee who has been promoted to a job outside the bargaining unit, but within the Company, may be returned to the bargaining unit, providing the return to the bargaining unit is within the terms of this Agreement. Employees promoted to Foreman positions shall refrain from working on the tools.

#### **Article 22 – Chargehands**

- 22.1(a)** The Company may designate employees who shall be termed Chargehands and pay these employees 5% per hour over the journeyman hourly rate. It is recognized that a Chargehand is not a classification but a premium paid to hourly employees.
- 22.1(b)** Consideration shall be made to those with seniority to be designated Chargehands.

#### **Duties and Responsibilities**

- 22.2 (a)** Direct employees to ensure that the work is progressing efficiently and correctly.

- (b) A Chargehand who directs the work of others may work himself depending on the nature of the job (Monday to Sunday inclusive).

### Other

22.3(a) Chargehands shall not receive grievances on the Company's behalf for other employees.

- (b) Chargehands shall not have discretionary powers over interpretation of the Collective Agreement nor shall they have the power to determine or distribute discipline to fellow employees.

- (c) Chargehands appointments will be notified.

### Article 23 – Training

When applicable, training programs shall be set up to ensure all groups function with maximum efficiency. The Company and Union agree to establish a joint Training Committee comprising of equal representation.

### Article 24 – Locker Rooms and Lunch Rooms

The Company shall provide clean and adequately heated lunch and locker room facilities. Areas required for eating shall be kept free of tools and equipment.

### Article 25 – Bulletin Boards

The Union will have the use of bulletin boards on plant premises for the purpose of posting notices relating to legitimate Union business.

### Article 26 – Job Postings

The Company will accept applications at any time from employees within the bargaining unit who wish to apply for work in any other classification. The Company will do a posting of all classifications on the plant bulletin boards with no expiration date.

If the Company creates a new classification/job title it will be posted for existing members of the bargaining unit with no expiration date. If these positions cannot be filled by existing members the Company may then select externally.

Seniority shall govern selection provided the employee has the necessary skills to perform the work.

**Article 27 – No Lock-Out, No Strike, No Slowdown**

**27.1** During the term of this Agreement, the Employer agrees that there will be no lock-out and the Union agrees that there shall be no strike, slow down or any interference with the work in or about the Company's premises by the employees.

**Article 28 – Duration of Agreement**

**28.1** The Agreement shall come into force on the 2<sup>nd</sup> day of June, 2018 and continue to the 31<sup>st</sup> day of July 2024 and shall remain in force from year to year thereafter unless either party shall, not less than sixty (60) days prior to the expiry date thereof, notify the other party to this Agreement of a desire to modify or terminate the Agreement.

**28.2** In the event that such notice is given, the parties shall meet no later than fifteen (15) days prior to the expiration of the Agreement unless otherwise mutually agreed.

SIGNED this <sup>9<sup>th</sup></sup> day of October, 2018.

For:

Woodside Industries, a division  
of Irving Shipbuilding Inc.



Kevin McCoy  
President, Irving Shipbuilding Inc.

For:

International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers and  
Helpers



Kent Oliver  
International Representative - CSO



Brian McCarthy  
Vice President, Human Resources



David Noel  
Business Manager/Secretary Treasurer



Jason Green  
Director, Labour Relations (JDI)



Mitchell DeCoste  
Assistant Business Manager



Claudine Bardsley  
Director, Labour Relations



John Martin  
Chief Shop Steward



Giampietro Follador  
Director, Production

**LETTER OF UNDERSTANDING  
LETTER #1**

The Union recognizes that there will be times that the Company will have work that will need to be subcontracted out; example – overcapacity of facility; the need for specialty tooling; the use of trades not normally employed by the Company.

The Company agrees that should a time arise when the workforce needs to be augmented the Company will consider suggestions from the Union before any additional labour is used from outside sources.

The employer shall make every reasonable effort to recall all the employees who are on lay-off prior to any work being let to subcontractors for work normally covered within the scope of this Collective Agreement.

SIGNED this <sup>9<sup>th</sup></sup> day of October, 2018.

For:

Woodside Industries, a division of  
Irving Shipbuilding Inc.



Kevin McCoy  
President, Irving Shipbuilding Inc.



Brian McCarthy  
Vice President, Human Resources



Claudine Bardsley  
Director, Labour Relations



Giampietro Follador  
Director, Production

For:

International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers and  
Helpers



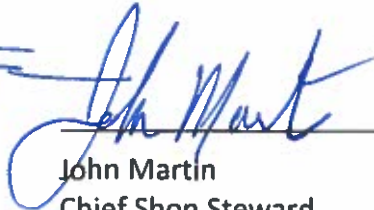
Kent Oliver  
International Representative - CSO



David Noel  
Business Manager/Secretary Treasurer



Mitchell Decoste  
Assistant Business Manager



John Martin  
Chief Shop Steward

**LETTER OF UNDERSTANDING  
LETTER #2**

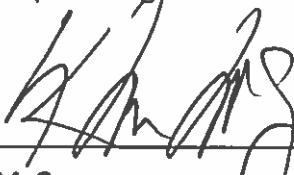
This LOU applies only to employees hired prior to July 1, 2005.

The Company and the Union agree that there shall be no cross crafting while tradespersons are on lay-off except whereas the Company may move tradespersons into different classifications if it involves work of less than five (5) days. The Company will call in the respected trade if it involves work of six (6) days or more.

SIGNED this <sup>9<sup>th</sup></sup> day of October, 2018.

For:

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Irving Shipbuilding Inc.



Kevin McCoy  
President, Irving Shipbuilding Inc.



Brian McCarthy  
Vice President, Human Resources



Claudine Bardsley  
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Giampietro Follador  
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Mitchell Decoste  
Assistant Business Manager



John Martin  
Chief Shop Steward

**LETTER OF UNDERSTANDING  
LETTER #3**

It is understood that employees who have lost seniority due to a lay-off equal to the length of service shall immediately regain seniority if the rehire date is within two years from when seniority was attained.

Employees who have lost their seniority due to lay-off equal to length of service and are laid off for two (2) years or more, shall never regain their seniority.

SIGNED this 9<sup>th</sup> day of October, 2018.

For:

Woodside Industries, a division of  
Irving Shipbuilding Inc.



Kevin McCoy  
President, Irving Shipbuilding Inc.



Brian McCarthy  
Vice President, Human Resources



Claudine Bardsley  
Director, Labour Relations



Giampietro Follador  
Director, Production

For:

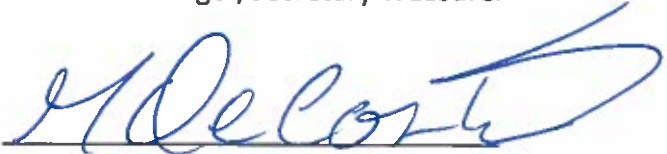
International Brotherhood of Boilermakers,  
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David Noel  
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Mitchell Decoste  
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John Martin  
Chief Shop Steward



**LETTER OF UNDERSTANDING  
LETTER #4**

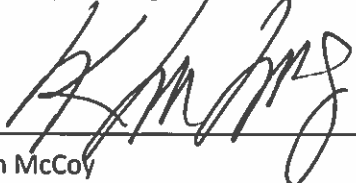
The Company and the Union understand and agree that illegal work stoppages are strictly prohibited at Woodside Industries. This is because the Company needs to be able to control and direct its operations by ensuring that they continue uninterrupted, even when controversies arise. As such, the Company has the right to maintain production and efficient operations by requiring employees to remain on the job at all times, even when workplace issues arise. It is agreed that the grievance and arbitration process set out in the Collective Agreement provide an avenue for aggrieved employees to enforce their rights and see redress. For this reason Woodside Industries has a zero tolerance policy when illegal work stoppages are concerned.

Employee(s) participating in an illegal work stoppage will be disciplined in accordance with the "Major Offences" provision in the *Woodside Industry Discipline Policy and Procedure*. Article 6.1 of this document provides that: "Where an Employee is guilty of a *major offence or repeated minor offences, the Employee may be given a written warning, suspended (without pay) on his/her employment with the company may be terminated.*"

SIGNED this <sup>9<sup>th</sup></sup> day of October, 2018.

For:

Woodside Industries, a division of  
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Kevin McCoy  
President, Irving Shipbuilding Inc.



Brian McCarthy  
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