



Irving Shipbuilding Inc.

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 5, 2023 to July 31, 2027



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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, Foreperson, persons above the rank of Foreperson, 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 – Respectful Workplace

- 3.1 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.
- 3.2 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 those experiencing physical or mental disabilities and those in the 2SLGBTQIA+ community.
- 3.3 The parties recognize that harassment is a serious issue in all forms and will not condone behaviour that is contrary to maintaining a respectful workplace for all employees, staff, and third parties. The Company will maintain and enforce a policy to support a harassment-free and respectful workplace.

Article 4 – Management Rights

- 4.1 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.

4.2 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.

4.3 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 5 – Union Security, Check-Off and Representation

5.1 The Company agrees that all employees covered by this Agreement are members of 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 the completion of their probationary period and shall remain members during the life of this Agreement.

5.2 Upon receipt of a signed authorization from the employee, the Company shall deduct from the first (1st) 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.

- 5.3** 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

- 5.4** Steward designations must be confirmed in writing to the Human Resource Department.

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.

- 5.5** 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 they are qualified to perform, otherwise the Business Manager of the Union will be notified in time to appoint a successor.
- 5.6** 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.
- 5.7** 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.
- 5.8** The Union acknowledges that the Steward has regular duties to perform on behalf of the Company, and that they will not leave such duties without receiving prior permissions from their Foreperson 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 their duties.

COMMITTEES

- 5.9** 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.
- 5.10** 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 6 – Hours of Work, Shift Work and Overtime

I – Hours of Work

- 6.1 (a)** The sole purpose of this article is to provide a basis for the computation of straight time and overtime wages.
- (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.
- 6.2 (a)** The employee's regular hours of work shall be Monday to Friday, 7:30 a.m. to 4:00 p.m.
- (b)** The regular "Work Week" shall consist of forty (40) hours of work.
- (c)** The "Work Day" is a period of twenty four (24) consecutive hours beginning at 0001 hours and ending at midnight.
- 6.3 (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.
- (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.
- 6.4** Where customers and/or schedule demands exist, alternative 7 day/week 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

- 6.5 (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.
- (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.
- (c)** For shifts other than the regular shift (7:30 a.m. – 4:00 p.m.) a shift premium of 4.5% of the journey person'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.
- (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.

- 6.6** The Company may introduce an 8-hour shift schedule for the night shift and may also introduce a 4 x 10-hour shift schedule for days and/or nights with one month's notice.

If the Company implements the 4x10 shift model during the life of this collective agreement, it will provide a reasonable accommodation (to the point of undue hardship) for those employees having childcare arrangements that cannot be modified to the new shift schedule, assuming the employee(s) makes every reasonable effort to do so.

Start times will be negotiated with the Union in advance of implementing the schedule. The Company will engage in consultation with the Union prior to establishing break times for the shift.

Night shifts will include a shift premium of 25%, payable on the base rate only. This premium is not applied to any other premiums or overtime rates.

A 4x10 schedule on days would not trigger a shift premium under Article 6.5(c).

III – Overtime

- 6.7 (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. Work performed on Sundays and holidays shall be paid at double (2x) time.
- (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.
- 6.8** The Company reserves the right to determine who shall work overtime, subject to the following:
- (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.
- (b)** The Company shall then offer overtime work equitably amongst all those employees who have the ability to perform the work.
- (c)** 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.
- (d)** When an employee is called to work on their scheduled day off or on a Holiday, they shall be paid a minimum of four (4) hours at their applicable hourly rate.

6.9 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.

i) Banking

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

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

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

ii) Withdrawals

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

An employee who wishes to receive banked overtime pay must so advise the Company, in a way to be determined by the Company, no later than 4:30 p.m. Friday prior to the pay day when the employee wishes to receive the banked overtime pay.

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

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

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

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

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

Article 7 – Wash Up Time

7.1 Each employee shall be allowed an adequate period for the purpose of cleaning their work area and washing up.

Article 8 – Classifications, Rates of Wages

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

	Hourly Wage Rate June 5, 2023	Hourly Wage Rate July 1, 2024	Hourly Wage Rate July 1, 2025	Hourly Wage Rate July 1, 2026
Semi-Skilled	\$33.51	\$34.42	\$35.18	\$35.94
Journeyman	\$44.00	\$45.00	\$46.00	\$47.00

	Hourly Wage Rate June 5, 2023	Hourly Wage Rate July 1, 2024	Hourly Wage Rate July 1, 2025	Hourly Wage Rate July 1, 2026
Metal Fabricator, Welder				
Starting Rate	\$30.01	\$30.69	\$31.37	\$32.05
Apprentice – Block 1	\$32.26	\$33.00	\$33.74	\$34.48
Apprentice – Block 2	\$34.54	\$35.33	\$36.12	\$36.91
Apprentice – Block 3	\$37.94	\$38.81	\$39.68	\$40.55

	Hourly Wage Rate June 5, 2023	Hourly Wage Rate July 1, 2024	Hourly Wage Rate July 1, 2025	Hourly Wage Rate July 1, 2026
Electrician, Pipefitter, Millwright, Machinist				
Starting Rate	\$30.01	\$30.69	\$31.37	\$32.05
Apprentice – Block 1	\$32.26	\$33.00	\$33.74	\$34.48
Apprentice – Block 2	\$34.54	\$35.33	\$36.12	\$36.91
Apprentice – Block 3	\$36.84	\$37.68	\$38.52	\$39.36
Apprentice – Block 4	\$37.94	\$38.81	\$39.68	\$40.55

- 8.2 Red seal classification includes crane operators.
- 8.3 Semi-skilled rate will apply to tool crib and warehouse work. Journeymen performing the work currently will be legaced in at the Red Seal rate and semi-skilled rate will apply to all future vacancies in the tool crib or warehouse.
- 8.4 During the life of this collective agreement, the Company reserves the right to make adjustments to wage rates of individual classifications based upon recruitment or retention issues.

Article 9 – Pay Period

- 9.1 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.
- 9.2 Employees’ wages shall be deposited into their financial account by direct deposit by the Company.

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

Article 10 – Paid Holidays

10.1 The employee will be paid their normal hours of work at their standard rate of pay for each of the following statutory and general holidays providing that such employee has worked a full shift of their 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 their 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 Year's Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Dartmouth Natal Day	

10.2 In addition to the above statutory and general holidays, the employee will be entitled to two (2) Floating Holidays in which they shall be paid eight (8) hours at their standard rate of pay; the timing to be taken between Christmas/New Year Break.

10.3 If a holiday, as defined in Article 10.1, 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.

10.4 On the last regular working day before Christmas, the shop will cease operation at 11:30 a.m. but employees will be paid until 1:00 p.m. at which time the shop will shut down. Employees working on the afternoon shift shall be given the option of coming in on the day shift as their shift will be cancelled for this day. Any hours an employee is required to work past 1:00 p.m. on this day are to be considered as overtime hours.

10.5 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 11 – Annual Vacation Leave and Pay

11.1 Employees will be entitled to vacation with pay as follows:

- 6 weeks after 25 years of continuous service at 12%
- 5 weeks after 20 years of continuous service at 10%
- 4 weeks after 10 years of continuous service at 8%
- 3 weeks after 4 years of continuous service at 6%
- 2 weeks after one year of continuous service at 4%

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

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

11.3 No employee may go on vacation without the previous consent of the Company.

11.4 Vacation pay will be paid at the time vacation is taken unless the Company and the employee agree that vacation pay should be paid at some other time during the calendar year. All vacation pay which is not taken by December 15th of each calendar year will be paid out in the next pay period.

11.5 Employees who have successfully completed probation can use up to two weeks of vacation, once entitled to the time, as single days subject to the operational requirements of the Company.

11.6 In the event that the employee is to be laid off they shall receive all monies owed on their final pay.

Article 12 – Bereavement Leave

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

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

In the case of the death of an employee's sibling-in-law, aunt, uncle, niece or nephew, the employee will be granted three (3) days' leave from time of death with a maximum of one (1) working day with pay if the employee is otherwise actively at work and misses a scheduled shift.

- 12.2** Should a lay off occur while an employee is out on approved bereavement leave, the paid bereavement leave will continue as specified in Article 12.1.
- 12.3** 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 13 – Group Insurance Plan

13.1 Weekly Indemnity and Life Insurance

The Company will put in place with an insurance company a weekly indemnity plan and a mandatory life insurance 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: 2x base earnings to a maximum of \$150,000

Dependent Group Life Insurance: \$10,000 (spouse), \$5,000 (child)

Accidental Death & Dismemberment: 2x base earnings to a maximum of \$150,000

Weekly Indemnity

Payable at 66 2/3% of regular weekly earnings to a maximum of \$1000.00 per week
4-8-52

Note: 4-8-52 means weekly indemnity paid on the 4th day of non-occupational accident, 8th day of illness for a duration of 52 weeks.

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

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

Entitlement to weekly indemnity benefits ends effective age 65.

13.2 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 \$3,000 per month.

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

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

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

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

Waiting period: 365 days, after Weekly Indemnity benefits cease

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

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

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. Maximum five years coverage.

Entitlement to weekly indemnity benefits ends effective age 65.

13.3 Health, Drug and Dental

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. At no time will the Company's contribution fall below 60% of the cost of Modules Standard Standard Standard in the iFlex plan.

Participants will be provided with an annual Company contribution of \$2738 (family) and \$968 (single) as Flex credits. 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.

13.4 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 their 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.

13.5 Retirement Bonus

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

Article 14 – Boilermaker National Pension Plan (Canada)

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

	Employee Contribution	Employer Contribution June 5, 2023
Semi-Skilled	\$1.97	\$1.68
Apprentice – Block 1	\$1.74	\$1.47
Apprentice – Block 2	\$1.86	\$1.58
Apprentice – Block 3	\$1.99	\$1.69
Apprentice – Block 4	\$2.12	\$1.80
Journeyman	\$2.59	\$2.20

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 8 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 15th 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 15 – Seniority / Lay-Off and Recall

- 15.1 (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.
- (b)** New employees will be probationary until they have completed one thousand eight hundred (1800) hours worked from the start of employment.
- (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.
- 15.2 (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.
- (b)** Recalls – Recall of employees shall be made as required, in inverse order of the procedure outlined for lay-offs.
- (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.
- (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 8.
- 15.3** An employee shall lose all seniority and their 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.

15.4 In the Company's sole discretion, bargaining unit employees may be assigned to do work at the Halifax Shipyard on a temporary basis for reasons including avoidance of a layoff, manpower requirements or short-term project requirements.

Any employee assigned to the Halifax Shipyard will work under the terms of this collective agreement.

In choosing employees to be assigned to Halifax Shipyard, the Company will post an Expression of Interest for volunteers which will be in effect for six months. A new Expression of Interest will be posted every six months.

If there are insufficient volunteers for the assignment, the Company will assign on the basis of seniority starting from the most junior qualified employee.

Article 16 – Discipline

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

(a) An employee will be informed of the right to have a Union Representative present for disciplinary meetings.

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

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

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

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

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

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

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

16.5 The Company and the Union recognize that there is a very small minority of employees who take advantage of the attendance management process and who miss excessive amounts of time for unexcused reasons.

On that basis, 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 – Grievance Procedure

17.1 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 their foreperson, 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 19 of this Agreement.

17.2 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 (2nd) level of the grievance procedure set out in Article 17.1. From then, the grievance shall be pursued in accordance with the grievance procedure, subject to all applicable time limits.

17.3 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 18 – Grievance Regarding Policy Administration or Interpretation of the Agreement

18.1 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 19 of this Agreement.

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

Article 19 – Arbitration

19.1 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.

- 19.2** 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.
- 19.3** The decision of the Arbitrator shall be final and binding upon both parties to this agreement.

Article 20 – Safety

- 20.1** 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.
- 20.2** 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.
- 20.3** 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.
- 20.4** If an employee is injured on the job and is sent home by the attending medical personnel or physician, the employee will be paid their normal earnings for the shift, as if the injury has not occurred.

Article 21 – Work Boot Allowance and Coveralls

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

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

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

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

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

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

On a bi-weekly basis, the Company will provide the Union office with a report of Local 73 hours worked for the purpose of entitlement to boots and coveralls.

Article 22 – Absence Due to Illness or Injury

- 22.1** In the event of sickness or injury resulting in an absence from work, the employee shall notify their Human Resources Department of the illness or injury as soon as possible, under normal circumstances by mid-shift.
- 22.2** 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 their 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.
- 22.3** 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 their doctor confirming the employee's fitness to return to work if such certificate is requested by the Company.

Article 23 – Promotion Outside of the Bargaining Unit

23.1 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 six (6) months. Employees promoted to Foreperson positions shall refrain from working on the tools.

Article 24 – Chargehands

24.1 (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.

(b) Consideration shall be made to those with seniority to be designated Chargehands.

Duties and Responsibilities

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

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

Other

24.3 (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 25 – Training

25.1 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 26 – Locker Rooms and Lunchrooms

26.1 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 27 – Bulletin Boards

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

Article 28 – Job Postings

28.1 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 29 – No Lock-Out, No Strike, No Slowdown

29.1 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 30 – Duration of Agreement

30.1 The Agreement shall come into force on the 5th day of June, 2023 and continue to the 31st day of July 2027 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.

30.2 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 29th day of May, 2024.

For:

Woodside Industries, a Division
of Irving Shipbuilding Inc.



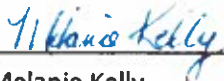
Dirk Lesko
President



Nadine O'Neill
Vice President, Human Resources



Nancy Lochhead
Vice President, Production



Melanie Kelly
HR & LR Business Partner

For:

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



David Noel
International Representative - CSO



Jean Leblanc
Business Manager/Secretary Treasurer



Mitchell DeCoste
Assistant Business Manager



Wade Caulier
Shop Steward

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 29th day of May, 2024.

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 29th day of May, 2024.

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 29th day of May, 2024.

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 Article 16 of this agreement up to and including termination of their employment.

SIGNED this 29th day of May, 2024.

LETTER OF UNDERSTANDING – LETTER #5

The Company will ensure the Shop Stewards have access to a locked filing cabinet and a private meeting space for confidential conversations.

SIGNED this 29th day of May, 2024.

LETTER OF UNDERSTANDING – LETTER #6

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

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

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

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

SIGNED this 29th day of May, 2024.

LETTER OF UNDERSTANDING – LETTER #7

The Company will provide eligible members of Local 73 with access to the J. D. Irving, Limited corporate maternity leave policy for the term of this agreement on the understanding that the policy does not form part of the collective agreement and may subject to change or elimination by J. D. Irving, Limited at any time.

SIGNED this 29th day of May, 2024.

LETTER OF UNDERSTANDING – LETTER #8

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

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

With this in mind, the parties agree as follows:

1. General

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

2. Exposure to Full Scope of Trade

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

3. Financial

- a) Union Representatives of the Training Committee will assist apprentices in applying for all available funding from the provincial and federal governments for each block of training;

- b) Where an apprentice has not applied for available funding after being informed by the Company and Union Training Committee representatives, a failure to apply will not form a reasonable basis to delay block training.

4. Compliance

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

Where the ability to complete the block training is delayed for reasons outside the apprentice's control, the apprentice will be paid the wage rate increase retroactively once the block training has been successfully completed.

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

SIGNED this 29th day of May, 2024.