

COLLECTIVE AGREEMENT

BETWEEN

KIEWIT OFFSHORE SERVICES  
(A Division of Peter Kiewit ~~Sons~~ Infrastructure Co.)

and

INDUSTRIAL UNION OF MARINE AND GENERAL  
WORKERS OF CANADA \ CAW - CANADA (LOCAL 20)

Effective

~~April 17, 2009~~ October 31, 2011

To

April 16, 20127

6.04 - The Company agrees to post notices of all vacancies and new job openings and any employee may apply for the position on a form provided by the Company within 48 hours of the posting. When hiring employees for Monday, every effort will be made to post by ~~Wednesday-Thursday~~ of the previous week. The posting shall remain valid for twenty (20) working days and will apply to hourly positions only. If the position is not filled within the 48 hours, employees may apply any time within this twenty (20) day period. Should there be a delay in filling a vacancy and this delay extends beyond twenty (20) working days, the Union Executive will be notified and given reasons for the delay.

## NEW EMPLOYEES

9.03 - Every new employee shall, in order to remain in the employ of the Company, become a member of the Union upon hiring, and shall complete a probationary period of ~~four hundred and eighty nine hundred and sixty~~ (480960) accumulated working hours, and maintain ~~his/her~~their membership for the duration of this agreement. Employees laid off before probationary period served will retain hours if rehired within six months. The seniority date will be the last date of rehire.

12.04 - In case of emergency, the Union reserves the right to a leave of absence for up to nine (9) members of the executive to leave the yard on Union business upon verbal request. If work requirements dictate, the Company may if deemed necessary deny leave for up to three executive board members.

One additional committee member will be granted leave if requested by the executive.

16.05 (b) - The standard working day of the day shift will be apportioned between ~~7:00~~7:30 a.m. to 12:00 noon, and between 12:30 p.m. and ~~3:30~~4:00 p.m. Monday to Friday both inclusive.

A change in this schedule would have to be agreed on by the company and the union.

16.05 (c) - The standard working day of the night shift will be apportioned between ~~3:30~~4:00 p.m. to 10:00 p.m. and between 10:30 p.m. and ~~2:00~~2:30 a.m. Monday to Thursday both inclusive.

A change in this schedule would have to be agreed on by the company and the union.

16.09 - Night shift work shall be paid at a premium of:

- ~~—one dollar and fifty five cents (\$1.55) effective April 17, 2009.~~
- ~~—one dollar and sixty five cents (\$1.65) effective April 17, 2010.~~
- ~~—one dollar and seventy five cents (\$1.75) effective April 17, 2011.~~
- ~~- two dollars (\$2.00) effective October 31, 2011~~

for all hours worked.

~~Exceptions to night shift will be mutually agreed between the Company and the Union for extenuating circumstances. Further exceptions will be made for medical reasons as requested by a medical specialist. Employees between the age of sixty and sixty five will have to do one half of the regular night shift done in their classification — for example, classification in four weeks of days and two weeks of nights, employees between age sixty and sixty five years old would do eight weeks of days and two weeks of nights. This rule only applies if 25% or less of the classification is sixty years or older. If over 25% of employees in a classification are 60 years or older, all employees under 65 years of age will be required to work regular night shift. — Company's medical leave policy would be included in the numbers. Employees over sixty years of age who agree to work night shift will not be included in the numbers. This will not impede anyone sixty years or older from doing night shift if they so desire.~~

~~Night shift work will be optional for workers 65 years of age and older.~~

## ARTICLE NO. 17 OVERTIME

17.01 (a) - It is recognized that overtime work, while voluntary, is necessary in the industry. As far as practical, excessive overtime shall be avoided. Any employee who cannot work overtime shall notify ~~his/her~~their Supervisor chargehand in sufficient time to allow for a substitute to be obtained.

Both parties recognize, that under certain conditions, the employee lowest on the overtime rotor may not be asked to work overtime. The Union agrees to be more flexible in these situations.

~~The Company Chargehands~~ will ensure that all overtime work is fairly distributed among those employees in the same trade.

~~Production clerks will generate The Company~~ and post a list of straight overtime hours worked by each employee during the previous week by Wednesday noon of the following week. Hours declined by an individual employee if they are asked during normal working hours will be added to the list.

For weekend overtime, day shift employees shall indicate their availability on the Thursday morning safety talk sign off sheet and night shift employees shall indicate their availability on the Wednesday night safety talk sign off sheet.

Any employee who does not indicate whether or not they are available for overtime on the proper form will be considered to have indicated that they are not available for overtime.

In situations where insufficient numbers of employees have agreed to work or additional requirements are identified management reserve the right to ask employees who did not initially sign to work.

Employees who are absent on either Friday dayshift or Thursday night shift without prior approved leave for medical reasons or for family emergencies will not be asked to work overtime on the weekend.

Employees absent for the above approved reasons shall provide ~~his/her~~their supervisor chargehand or production clerk with contact information.

Employees who agree to work overtime, but do not show up will be charged with double the hours they agreed to work.

17.03 (a) ~~–The Company will ensure that all overtime work is fairly distributed among those employees in the same trade.~~ Should an employee be laid off, on leave of absence, or sick in excess of five (5) working days excluding Saturday, Sunday and statutory holidays, but less than one month, he/she shall be credited with the actual overtime hours available, providing he/she is scheduled to work. If an employee is laid off, on leave of absence or sick in excess of one (1) month, he/she shall be credited with the average of the overtime worked by employees in their trade. ~~The Company agrees to post a list of straight overtime hours worked by each employee during the previous week. Hours declined by an individual employee if they are asked during normal working hours will be added to the list. Shops stewards shall be given a list by Wednesday noon.~~

Employees on holidays or absent from work on Union business shall not be credited with overtime hours.

19.01 (b) - When an employee is required to work in tanks in accordance with Occupational Health and Safety Regulations, 2009 Section 31, subsection (2) Part G under the Occupational Health and Safety Act (O.C. 2009-233), the employee shall:

1. Be attended by another employee stationed at or near the entrance.
2. Be provided with a means of continuous communication with an employee outside the space.
3. Be visually checked at frequent intervals by a responsible employee.

ARTICLE NO. 21  
VACATION WITH PAY

The vacation year shall be January 1st to December 31st. December 31st shall be the qualifying date for determining length of vacation entitlement. Vacation pay entitlement will be determined by length of service. To be entitled to vacation time an employee has to work at least one day during the vacation year.

21.01 - Employees shall be entitled to annual vacation according to the years of service they have accumulated. For the purpose of establishing accumulated service, the following shall be taken into consideration.

Accumulated periods of employment irrespective of length of periods or whether or not an employee moves from one department or classification to another.

Yard service or accumulated service with respect to this agreement shall apply to article 21.01 and RRSP entitlement only.

~~All periods of employment over two years will, if the employee is laid off, be retained for a period equal to all periods of accumulated employment at the time of lay off.~~

~~Employees who are out of the service of the Company for an unbroken period of more than two years will lose their accumulated service, if their accumulated service at the time of lay off were two years or less. Employees who quit of their own accord or are discharged for cause and not reinstated by the Company under the grievance procedure of the agreement, shall lose their accumulated service at the time of termination.~~

Less than one (1) years service, one (1) day per month up to a maximum of ten (10) working days. Vacation pay shall be five percent (5%) of gross earnings.

Service	Percentage of Gross Earnings	Vacation	Optional
1 year	5-1/2	3 weeks	
2 years	6	3 weeks	
3 years	6-1/2	3 weeks	
4 years	7	3 weeks	
5 years	7-1/2	3 weeks	
6 years	8	3 weeks	1 week
7 years	8-1/2	3 weeks	1 week
8 years	9	3 weeks	1 week
9 years	9-1/2	3 weeks	1 week
10 years	10	3 weeks	1 week
11 years	10	3 weeks	1 week

12 years	10	3 weeks	1 week
13 years	10	3 weeks	1 week
14 years	10	3 weeks	1 week
15 years	10	3 weeks	1 week
16 years	10	3 weeks	1 week
17 years	10	3 weeks	1 week
18 years	10	3 weeks	1 week
19 years	10	3 weeks	1 week
20 years and over	11	3 weeks	1 week

Vacation percentages will be updated on a weekly basis. The update will take place in the following week that the change becomes due.

Employees shall select one of the following methods of payment:

- (a) Vacation pay paid weekly.
- (b) Vacation pay accrued and paid annually.

This selection shall be in force for the full year and employees may not change within the year.

If ~~he/she~~ the employee asks for it, an employee laid off shall receive when ~~he/she is~~ they are given their last pay, the pro-rata remuneration for any vacation to which ~~he/she is~~ they are entitled at the date of ~~his/her~~ their lay off. An employee at the time of lay off or during a period of lay off may request, the payment of ~~his/her~~ their vacation entitlement.

Employees will not be compelled to take optional vacation to receive pay. Employees eligible for four (4) weeks vacation will be permitted two (2) splits.

Gross earnings shall include, when applicable, credit of forty (40) hours per week at the prevailing rate for each full week in excess of twelve (12) weeks in any year while an employee is drawing compensation benefits or weekly indemnity benefits.

To qualify, an employee must have worked during the vacation year.

All vacation to which employees become entitled under this agreement, will be granted during the vacation year succeeding that in which they are earned.

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

Employees will be granted holidays on a seniority basis. However, employees shall rotate vacation time in order to ensure an opportunity for each employee to be granted a vacation at a time of their choosing. Employees wishing a particular vacation period, will submit their preference by April 15th. Vacation preferences submitted after April 15th will be considered in the order received.

A listing of approved vacations will be posted by April 30th.

22.08 - The Company agrees to a one-time gratuity payment at the time of retirement for employees fifty five years or older with greater than 10 years of service. The payment will be ~~seventy five~~ ninety dollars (~~\$75.00~~ \$90.00) for each year of service with the company and will be capped at a maximum of ~~\$2500~~ \$500.

If an employee dies while ~~s/he is~~ they are employed with the company and ~~s/he~~ they has ~~have~~ 10 years of service, the company will pay this one-time gratuity to the estate of the employee.

This money can be paid directly to the employee or deposited into an RRSP of the financial institution of the employee's choice based on RRSP government regulations.

24.07 - Any employee working in a dangerous area is to be accompanied by at least one other such employee, in accordance with the Occupational Health and Safety Regulations. Any employee working in a dangerous high risk area in isolation or in any situation which might endanger the health or well being of the worker will not be allowed to work alone and shall be accompanied by at least one other employee in accordance with the Occupational Health and Safety Act and Regulations.

~~24.08 - No employee will be allowed to work alone after the day shift.~~

~~24.08 (b) - No employee will be allowed to work alone in a high risk area.~~

24.16 (c) - The Company shall ~~introduce and maintain an award system for non-recordable injuries~~ safety incentive system.

24.18 - Safety hats, safety boots, ~~safety vests~~ coveralls with reflective striping, and safety glasses will be worn at all times ~~during working hours.~~ For the purpose of accessing the facilities on outside painted walkways prior to and after working hours personal protective equipment usage is at the employee's discretion.

24.21 - It will be the responsibility of the Company to ensure proper ventilation equipment is available to adequately ventilate working spaces. It is the responsibility of workers to ensure that this equipment is used as necessary and in the proper manner. -If employees are required to work in areas which cannot be adequately ventilated, the Company will provide air-fed masks, for the use of employees working in these areas. Employees will not have to wear air-fed masks for more than two (2) hours in any four (4) hour period. The Safety Officer will check that satisfactory ventilation arrangements are made in all confined spaces prior to employees working in these areas. In case of a dispute, the Safety Officer will make a decision.

## ARTICLE NO. 25 PROTECTIVE CLOTHING

25.01 – Protective Clothing: Protective clothing will be supplied where necessary as follows:

- Welders and Burners gloves
- Welders and Burners sleeves
- Welders and Burners Jackets, Pants, Leggings and Capes
- Welders Aprons will be available in stores when required
- Welders rubber gloves
- Electricians high voltage gloves
- Safety glasses
- Work gloves

It shall be the responsibility of the Employee to care for the articles listed above, and to return these articles in good and serviceable condition to the Company upon termination of employment. Failure to return these articles will result in their cost being charged to the employee, which the Company may deduct from the employee's wages.

Disposable rubber clothes and disposable coveralls will be supplied by the company for employees required to work in extremely dirty conditions and/or working in areas where these items may become

contaminated or no longer fit for use. These items will require authorization from the ~~supervisors~~superintendent.

Employees are required to provide at their own expense the following protective clothing and equipment:

Orange or red coveralls with reflective striping.

Work boots (CSA approved safety boots)

Orange or red Rubber clothing

Rubber boots (CSA approved safety boots)

Hat liners

Safety clothing to be replaced with a safety clothing allowance.

The safety clothing allowance will be forty five ~~\$0.30~~\$0.45 per hour worked.

~~An additional \$0.05 per hour worked will be paid to employees performing hot work. (Steelworkers, Welders and Pipefitters.)~~

#### ARTICLE NO. 27 DEMARCATIION and TRADE FLEXIBILITY

27.01 - In order to enhance trade flexibility and broaden employees skills sets both Parties agree with the elimination of restrictive practices This to include the elimination of the "Buddy System" when not deemed necessary to progress work. To maximize efficiency, the Company can assign employees to one person jobs.

The union and the company agree that small jobs may arise that would best performed by composite crews in order to reach maximum efficiency. The Company will discuss the makeup and the numbers of employees in the composite crew with the Union and come to mutual agreement prior to implementation.

When all employees holding seniority as of October 31, 2011 are rehired, there shall be full trade flexibility. However, flexibility ceases to exist in a classification when an employee on the seniority list dated October 31, 2011 is laid off except as noted below. Trade flexibility will continue in the remaining classifications.

In situations where all employees holding seniority as of October 31, 2011 in a classification are not rehired, the Company has the flexibility to utilize other employees in that classification for up to two shifts provided the work can be performed in a safe and proper manner.

~~The union and the company agree that small jobs may arise up to a maximum of 2000 hours that would be best performed by composite crews in order to reach maximum efficiency. There will be some flexibility to increase these jobs by 1000 hours subject to agreement by the company and the union.~~

~~Before any type of composite crew can be implemented, there must be an agreement between the company and the union regarding the makeup and the numbers in the crew.~~

27.02 (a) - Each employee will normally be skilled in a classification as detailed in Article 32, schedule 1 ~~(a)~~ except Service B employees and will normally be assigned to perform work in that particular classification, during periods of operation when the numbers of employees hired by the Company within that particular classification is less than the number of employees with seniority within that classification. During such periods of operation, however, it is imperative that waiting time and inefficiencies be reduced to a minimum to ensure that the Company is competitive. Therefore, all employees, provided they are capable, shall perform incidental work of other classifications in addition to their regular duties, provided they do it in a safe and proper manner. Such incidental work as referred to in this Article, is

work of other classifications that is performed in the progression of their own job and work of another classification when rendering casual assistance to another employee, but such work shall not be performed to the extent that it would include them in that other classification.

~~27.02 (b) - During periods of operation when the numbers of employees equals or exceeds those employees holding seniority in the classifications listed in Article 32, schedule 1(a) then those employees will undertake any activity within the appropriate consolidated trade groupings as detailed in Article 32, schedule 1(b) provided they can undertake the work in a safe and proper manner.~~

~~27.02 (c) - Having implemented the provisions of Article 27.02(b) to the full satisfaction of both Union and Company trade flexibility within Article 27.02(b) will be guaranteed until such time as any employee within the classification as outlined in Article 32.01, schedule 1(a) is laid off; however, if work can be found as per Article 27.02 the Company can utilize the transfer clause as outlined in 27.03(b), and the flexibility as outlined in 27.02(b) can continue. In the event work in other classifications is not available then the Union and Company will monitor the situation to determine which classification(s) will be required to complete a project in the most productive way while maintaining the flexibility required.~~

~~27.02 (d) - The intent of Demarcation rules in Article 27.02 and Article 32, as expressed by the Union in collective bargaining with the Company, is to provide an orderly and simple procedure for dealing with the transition of 26 classifications in Schedule 1(A) to the 14 classifications in Schedule 1(B) of Article 32. Such contract language is intended to grandfather the rights of employees with seniority in certain older classifications listed in Schedule 1(A) until such time as there are no employees remaining in those classifications, upon which only the classifications listed in Schedule 1(B) continue to apply.~~

27.03 (b) - No employees will be transferred to a trade where employees having seniority are laid off except as outlined in 27.01.

27.03 (d) - All Local 20 employees when moving from one site to the other shall be permitted to drive company pickup trucks for the purpose of transporting+, themselves, tools, materials and equipment to progress their job provided they have the necessary qualifications and an operator is not readily available.

27.05 - Should an employee be temporarily ~~transferred~~ moved from ~~his/her/their~~ regular trade to a trade carrying a lower rate of pay, ~~he/she/they~~ shall continue to be paid at the rate of ~~his/her/their~~ regular trade.

27.06 - Should an employee be temporarily ~~transferred~~ moved to a trade carrying a higher rate of pay than that of ~~his/her/their~~ regular trade, ~~he/she/they~~ shall be paid at the rate for the new trade during the period of such higher trade.

27.08 - The Company will continue to perform its normal and traditional work, utilizing its own workforce. Subcontractors will only be used in the following circumstances:

- a) Where the subcontractor provides a specialized skill beyond the Company's capacity or which is necessary to provide service under a warranty.
- b) Where skills required are not available within the workforce and are not readily available to be hired. The Company will pay the Union a sum equivalent to union dues in respect of work performed on site by personnel under this clause; such monies are to be remitted at least quarterly.
- c) Where the Company can purchase more economically manufactured products from outside the facility.



The Union will be advised in advance when subcontracting is to occur due to those conditions as noted above.

~~The Company and the Union agree that even though there may be skilled employees available within Local 20, the subcontractor maintains the right to utilize 25% of his/her workforce to do the job. Local 20 employees will be hired directly by the subcontractor. Preference will be given to Local 20 employees and then to local area residents if they are qualified.~~

27.09 – ~~Supervisors or other~~ Any employees outside the bargaining unit shall not do bargaining unit work except in case of an emergency or the instruction and training of employees; but not to such an extent as to result in the layoff or to result in loss of overtime to bargaining unit employees.

## ARTICLE NO. 28 SENIORITY

28.01 - No employee shall be entitled to seniority until ~~he/she has~~ they have been in the employ of the Company for ~~four hundred and eighty~~ nine hundred and sixty (480960) working hours as outlined in Article 9.03. An employee in the employ of the Company as outlined above will have completed ~~his/her~~ their probationary period. Any employee having served ~~his/her~~ their probationary period shall have ~~his/her~~ their seniority dated to include the above. Probationary period to be served one time only in a classification providing the employee has not been off for three years and lost ~~his/her~~ their seniority as outlined in 28.04 (c) of this Agreement. Apprentices will not be entitled to seniority until they have completed their interprovincial certification.

28.02 - Straight seniority for employees holding seniority as of October 31, 2011 shall be the governing factor in lay-off and rehiring within the classification, provided that the remaining employees have the skill and ability to perform the work.

The union and the company will agree to discuss the selection of employees to be hired after employees holding seniority as of October 31, 2011 have been rehired.

Employees obtaining seniority after October 31, 2011 will be name hired and laid off by the Company and the Union on a 50/50 basis.

Apprentices hired after October 31, 2011 will not be placed on the seniority list until they have completed journeyman status. At that time, if they are maintained by the Company, their seniority date will be their initial date of hire.

Any apprentice hired after all employees on the October 31, 2011 seniority list within a classification can be hired, laid off or maintained by the Company in any ratio they deem necessary in conjunction with the Department of Education requirements.

If two or more employees have equal seniority within the classification, required abilities being sufficient, yard service shall be the governing factor in lay-off and recall.

In the event of promotion or demotion within the classification required abilities being sufficient, seniority shall be the governing factor.

In the event of promotion or demotion outside the classification, discussions will take place as outlined in article 28.07. ~~required abilities being sufficient, yard service shall be the governing factor.~~

28.05 (d) - Employees who refuse a temporary recall on the second occasion shall notify the Company when ready to return to work, The Company shall notify the employee that they will not be contacted and offered further extensions. The employee will contact the Human Resources department when ready to return to work. If there is no answer in the Human Resources department, the employee will notify the Security Department who will forward the information to Human Resources Department and Local 20.~~who are contacted by the company for temporary recall shall be given the option of informing the company when they are ready to return to work. If an employee agrees, they will notify the company when they are ready to return to work and the company will not notify these employees and offer further extensions.~~

28.07 - Employees who are laid off, ~~including those who are laid off for medical reasons, after meaningful discussions with the Union will be given consideration will be given preference of for~~ re-employment in the classification in which they were previously employed when work in such classification is available, or when work which they are capable of performing is available in other departments of the plant and in such event, shall be paid at the rate of classification in which they shall be working.

28.08 - If an employee is ~~transferred~~moved by the Company from one department to another, ~~he/she/they~~ shall maintain seniority in the classification from which ~~he/she is/they are~~ transferred/moved.

ARTICLE NO. 32  
RATES OF PAY

32.01 - It is mutually agreed that the following rates of pay will apply to each existing or new employee with effect from the dates shown.

CLASSIFICATION	RATES PER HOUR				
	31 Oct 2011	17 April 2013	17 April 2014	17 April 2015	17 April 2016
Classification					
Steel Trades:					
Steelworkers					
Welders					
Sheet Metal Workers					
Class A	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
Class B	\$26.70	\$27.50	\$28.60	\$29.75	\$31.09
Class C	\$25.37	\$26.13	\$27.17	\$28.26	\$29.53
2 <sup>nd</sup> Year Apprentice	\$24.49	\$25.22	\$26.23	\$27.28	\$28.51
1 <sup>st</sup> Year Apprentice	\$23.72	\$24.43	\$25.40	\$26.42	\$27.61
Engineering Trades:					
Millrights:					
Class A	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
Class B	\$26.70	\$27.50	\$28.60	\$29.75	\$31.09
Class C	\$25.37	\$26.13	\$27.17	\$28.26	\$29.53
2 <sup>nd</sup> Year Apprentice	\$24.49	\$25.22	\$26.23	\$27.28	\$28.51
1 <sup>st</sup> Year Apprentice	\$23.72	\$24.43	\$25.40	\$26.42	\$27.61

Outfit Trades:

Riggers

Painters

Joiners

Insulators

Scaffolders

Operators

Class A	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
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Class B	\$26.70	\$27.50	\$28.60	\$29.75	\$31.09
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Class C	\$25.37	\$26.13	\$27.17	\$28.26	\$29.53
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2 <sup>nd</sup> Year Apprentice	\$24.49	\$25.22	\$26.23	\$27.28	\$28.51
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1 <sup>st</sup> Year Apprentice	\$23.72	\$24.43	\$25.40	\$26.42	\$27.61
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(25 tons or over & Magnetic)

Crane)	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
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(up to 25 tons)	\$25.37	\$26.13	\$27.17	\$28.26	\$29.53
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Shotblast & Paint Spray

Operators	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
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Syncrolift Operators	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
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Services Group:

Services A	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
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Services B	\$26.70	\$27.50	\$28.60	\$29.75	\$31.09
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Services C	\$25.37	\$26.13	\$27.17	\$28.26	\$29.53
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Services D	\$20.56	\$21.18	\$22.03	\$22.91	\$23.94
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Services D – 1 <sup>st</sup> Year	\$18.26	\$18.81	\$19.56	\$20.34	\$21.26
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Service employees while performing fibreglassing work will receive a six percent (6%) premium above their base rate.

Electricians:

Class A	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
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Class B	\$26.70	\$27.50	\$28.60	\$29.75	\$31.09
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Class C	\$25.37	\$26.13	\$27.17	\$28.26	\$29.53
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2 <sup>nd</sup> Year Apprentice	\$24.49	\$25.22	\$26.23	\$27.28	\$28.51
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1 <sup>st</sup> Year Apprentice	\$23.72	\$24.43	\$25.40	\$26.42	\$27.61
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Pipefitters:

Class A	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
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Class B	\$26.70	\$27.50	\$28.60	\$29.75	\$31.09
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Class C	\$25.37	\$26.13	\$27.17	\$28.26	\$29.53
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2 <sup>nd</sup> Year Apprentice	\$24.49	\$25.22	\$26.23	\$27.28	\$28.51
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1 <sup>st</sup> Year Apprentice	\$23.72	\$24.43	\$25.40	\$26.42	\$27.61
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Maintenance Trades:

Maintenance Worker

Class A	\$29.30	\$30.18	\$31.39	\$32.65	\$34.12
Class B	\$26.70	\$27.50	\$28.60	\$29.75	\$31.09
Class C	\$25.37	\$26.13	\$27.17	\$28.26	\$29.53
2 <sup>nd</sup> Year Apprentice	\$24.49	\$25.22	\$26.23	\$27.28	\$28.51
1 <sup>st</sup> Year Apprentice	\$23.72	\$24.43	\$25.40	\$26.42	\$27.61

Breakdown of consolidated trades is as follows:

DEPARTMENT

SCHEDULE 1

Mechanical

Millwrights

Pipework

Pipefitters

Joinery

Joiners

Services Employees

Services Employees

Painting

Painters

Rigging

Riggers

Scaffolding

Scaffolders

Insulating

Insulators

Transport

Operators

Electrical

Electricians

Maintenance

Maintenance Worker

Stores

Storeperson

Steel

Steelworker

Sheetmetal

Sheetmetal

Welding

Welder

STEEL TRADES:

- ~~No new employee will be hired in the plater, blacksmith, burner, caulker burner or ventilation classifications. Employees in these classifications will maintain seniority in their respective classification.~~

- ~~2. When all platers presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classification in paragraph one.~~
- ~~3. When all blacksmiths presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classification in paragraph one.~~
- ~~5. When all caulker burners presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classification in paragraph one.~~
- ~~6. When all ventilation attendants presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classification in paragraph one.~~
- ~~7. When all platers, blacksmiths, burners, caulker burners, ventilation attendants presently holding seniority in these respective classifications are rehired there shall be total flexibility between these classifications. Total trade flexibility between these classifications will cease when any one employee is laid off from any of the above classifications.~~
8. Employees in the plater, blacksmith, burner, caulker burner or ventilation attendant classification will be laid off and rehired in their respective classifications in accordance with their seniority in their classification.
- ~~9. Any new employees hired will be hired under the single classification of steelworker and all employees in the steelwork classification will be laid off prior to any employee in the blacksmith, burner, caulker burner, ventilation attendant or plater classification.~~

## WELDER

- ~~1. No new employee will be hired in the structural welder, pipe welder or machine shop welder classification. Employees in these classifications will maintain in their respective classification.~~
- ~~2. When all structural welders presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classification in paragraph one.~~
- ~~3. When all pipe welders presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classification in paragraph one as long as they have the qualifications to perform all functions of the pipe welding trade.~~
- ~~4. When all machine shop welders presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classification in paragraph one.~~
- ~~5. When all structural welders, pipe welders and machine shop welders presently holding seniority in these respective classifications are rehired there shall be total trade flexibility between these classifications. Total trade flexibility between these classifications will cease when any one employee is laid off from any of the above classifications.~~

- ~~6. Employees in the structural welders, pipe welders and machine shop welders classification will be laid off and rehired in their respective classifications in accordance with their seniority in their classification.~~
- ~~7. Any new employees hired will be hired under the single classification of welder and all employees in the welder classification will be laid off prior to any employee in the structural welder, pipe welder or machine shop welder classification.~~

## ~~MECHANICAL~~

- ~~1. No new employee will be hired in the Engine Fitter or Machinist classifications. Employees in these classifications will maintain seniority in their respective classification.~~
- ~~2. When all Engine Fitters presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classification in paragraph one.~~
- ~~3. When all Machinists presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classification in paragraph one.~~
- ~~4. When all Engine Fitters and Machinists presently holding seniority in these respective classifications are rehired there shall be total flexibility between these classifications. Total trade flexibility between these classifications will cease when any one employee is laid off from any of the above classifications.~~
- ~~5. Employees in the Engine Fitter and Machinists classification will be laid off and rehired in their respective classifications in accordance with their seniority in their classification.~~
- ~~6. Any new employees hired will be hired under the single classification of Millwright and all employees in the Millwright classification will be laid off prior to any employee in the Engine Fitter and Machinists classification.~~
- ~~7. Rates of pay to be based on qualifications and experience in the new classification. In any case employee's rates will not be reduced as a result of this change.~~

## ~~TRANSPORT~~

- ~~1. No new employee will be hired in the Crane Operator classification. Employees in this classification will maintain seniority in their respective classification.~~
- ~~2. Any new employees hired will be hired under the single classification of Operator and all employees in the Operator classification will be laid off prior to any employee in the Crane Operator classification.~~
- ~~3. Rates of pay to be based on qualifications and experience in the new classification. In any case employees rates will not be reduced as a result of this change.~~

## ~~MAINTENANCE WORKER~~

- ~~1. No new employee will be hired in the Maintenance Mechanics or Stationary Engineers classifications. Employees in these classifications will maintain seniority in their respective classification.~~
- ~~2. When all Maintenance Mechanics presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classifications in paragraph one.~~
- ~~3. When all Stationary Engineers presently holding seniority are rehired and production levels dictate an increase, the additional work will be taken up by the employees on lay off with the most yard service within the affected classifications in paragraph one.~~
- ~~4. When all Maintenance Mechanics and Stationary Engineers presently holding seniority in these respective classifications are rehired there shall be total flexibility between these classifications. Total trade flexibility between these classifications will cease when any one employee is laid off from any of the above classifications.~~
- ~~5. Employees in the Maintenance Mechanic and Stationary Engineer classification will be laid off and rehired in their respective classifications in accordance with their seniority in their classification.~~
- ~~6. Any new employees hired will be hired under the single classification of Maintenance Worker and all employees in the Maintenance Worker classification will be laid off prior to any employee in the Maintenance Mechanic and Stationary Engineer classification.~~
- ~~7. Rates of pay to be based on qualifications and experience in the new classification.~~

## Chargehands

~~Chargehands having the following duties will be appointed and maintained at a ratio of 1 to 10.~~

~~It is recognized by both parties that the chargehand system is a new way forward for our facilities. Both parties are positive that the system will provide a more effective, productive and safe manner to complete all work. It is with this in mind that the chargehands will be selected by the Company on a ratio up to one to ten employees through an application process. In the selection process, senior employees will be given first consideration. The Company maintains the right to layoff and rehire chargehands in the order that they deem necessary. Employees that are currently permanent chargehands will maintain their \$0.40 per hour premium until retirement.~~

## DUTIES:

1. A chargehand who may or may not work ~~him/herself/themselves~~, will, if required, have the authorization to:
  - (a) Issue work to employees assigned to ~~him/her/them~~ by ~~supervisor or the~~ superintendent.
  - (b) Advise and offer any employees assigned to ~~him/her/them~~ any technical information, tools and expertise that ~~he/shethy~~ feels is necessary to make a job progress favourably.
  - (c) Record time and make written reports as necessary.
2. A chargehand shall ask an hourly paid employee to work overtime during regular working hours

in accordance with list provided by the ~~supervisor~~production clerk.

3. A chargehand shall not have jurisdiction over another chargehand or any employee assigned to another chargehand.
4. The chargehand will assist the superintendent with the co-ordination and planning of all jobs in the most efficient, productive and safe manner,
5. Chargehands will mentor all apprentices in their work crew and ensure all company policies, rules and regulations are being adhered to.
6. Chargehands will be asked to perform extra training such as gas testing. After completing the training, they will be expected to perform gas testing as required and other jobs assigned.
7. Other duties as assigned by the Superintendent.

The Company and the Union will have a meeting with the new chargehands to explain the accountabilities of the chargehand. After this meeting, the chargehand will sign off on a job description showing they understand and agree with the responsibilities in their new role. There will be ongoing dialogue between the Company and the Union to ensure this process is working in the best possible interests of the facilities.

There will be no limit to the number of employees any individual chargehand may direct. ~~Any demotion shall be by seniority as chargehand. In the case of chargehands with equal seniority as chargehands, trade seniority shall govern.~~

~~A chargehand, who may or may not work him/herself, depend on the nature of the job and the number of employees he/she is directing. A Superintendent shall determine whether a chargehand works or not. The chargehand shall receive while so employed forty cents (\$0.40) two dollars (\$2.00) per hour over their hourly rate.~~

#### APPRENTICES:

The Company can hire apprentices on a one to six ratio within a classification until all employees on the October 31, 2011 seniority list are rehired. Apprentices can be utilized within a work group under the direction of a chargehand who would mentor and direct the activities of the apprentice.

Any apprentice hired after all employees on the October 31, 2011 seniority list within a classification can be hired, laid off or maintained by the Company in any ratio they deem necessary in conjunction with the Department of Education requirements.

~~An apprentice program will be established with details of this program and selection of apprentices to be made by a joint Union/Company Committee.~~

1. ~~Apprentices shall have not less than the education required to be accepted into a certified educational institution in the various trades with preference being given to prospective apprentices having Level III and having successfully completed nine (9) months of recognized pre-employment training. Apprentices will be hired under a contract of apprenticeship between the Company, the Union and the apprentice.~~



2. ~~Employees eligible to become apprentices shall be employed for a period of not more than three (3) months from the date of hire before they are indentured to the trade.~~
3. ~~Apprentices are under a two (2) months probationary period from the time they enter the course. If satisfactory progress and interest is not shown, they may be cancelled from the course and released from the Company.~~
4. ~~Apprentices will be required to attend classes as required by the Department of Education.~~
5. ~~Attendance at Block Release will be essential. Failure to attend classes regularly may result in an apprentice being cancelled from the course. Apprentices released from the course will be released from the Company regardless of seniority.~~
6. ~~The Company will hire apprentices in accordance with approved Journeyman Apprenticeship plans of the Newfoundland and Labrador Department of Education.~~
7. Apprentice rates of pay:

~~An employee selected as an apprentice who hasn't completed an applicable pre-employment training course shall start at the rate of first year improver.~~ Apprentices who have successfully completed nine months of recognized pre-employment training shall start at the rate of 2nd year ~~improver~~ apprentice. Having successfully completed one year of employment, the apprentice will enter the 3rd year of their apprenticeship at the Class C trade rate. After successfully completing this 3rd year of apprenticeship, the apprentice will enter the 4th year of their apprenticeship and will be paid the Class B trade rate. Apprentices enrolled in the four year apprenticeship course will, upon successful completion of their 4th year, receive the full journeyman trade rate, as provided for in the agreement. This schedule will apply to apprentices that are holding seniority at the time of the start date of this agreement.

~~New apprentices hired subsequent to April 17, 2006 will be based on the following Provincial wage schedules:~~

<u>Program Duration</u>	<u>Wage Rates</u>	
<u>7200 hours</u>	<u>1<sup>st</sup> year</u>	<u>55%</u>
	<u>2<sup>nd</sup> year</u>	<u>65%</u>
	<u>3<sup>rd</sup> year</u>	<u>75%</u>
	<u>4<sup>th</sup> year</u>	<u>90%</u>
<u>5400 hours</u>	<u>1<sup>st</sup> year</u>	<u>55%</u>
	<u>2<sup>nd</sup> year</u>	<u>70%</u>
	<u>3<sup>rd</sup> year</u>	<u>85%</u>

~~These wage rates percentages of the prevailing journeyman's wage rate.~~

8. On receipt of acceptable documented proof of their experience, applicants with pre-employment training and experience will be slotted in a starting intermediate or final phase of the apprenticeship program as appropriate to their training and experience.

Chief Engineer	\$27.11	\$27.92	\$29.04	\$30.20	\$31.56
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4 <sup>th</sup> Class Engineer	\$26.05	\$26.83	\$27.91	\$29.02	\$30.33
Storepersons	\$26.50	\$27.29	\$28.39	\$29.52	\$30.85
Tool Crib Repairperson	\$26.50	\$27.29	\$28.39	\$29.52	\$30.85

~~Steel Handler~~

Chargehands:

The Senior Storeperson on the shift will be appointed Chargehand.

It is agreed that a storeperson will be employed at the shipyard facility when the number of Local 20 employees assigned to the shipyard facility exceeds 19 save and except production clerks and operators.

~~No new employees will be hired in the steel handler classification. When the steel handler classification diminishes or production levels dictate an increase, the work will be taken up by the Storeperson classification. The steel handlers will be rehired prior to any new Storeperson.~~

CLASSIFICATION	RATES PER HOUR				
	31 Oct 2011	17 April 2013	17 April 2014	17 April 2015	17 April 2016
Classification					
Security Guards (grandfathered)	\$22.65	\$23.33	\$24.27	\$25.24	\$26.37
Security Guards	\$20.56	\$21.18	\$22.03	\$22.91	\$23.94
Security Guards - 1 <sup>st</sup> year	\$18.26	\$18.81	\$19.56	\$20.34	\$21.26

CLASSIFICATION	RATES PER HOUR				
	31 Oct 2011	17 April 2013	17 April 2014	17 April 2015	17 April 2016
Classification					
Senior Production Clerk	\$25.82	\$26.59	\$27.65	\$28.76	\$30.06
Production Clerk	\$24.52	\$25.26	\$26.27	\$27.32	\$28.55
Production Clerk - Start (1st 6 mos.)	\$21.86	\$22.51	\$23.41	\$24.35	\$25.45

32.02 - Company, after discussion with the Union, will have the right to determine the final classification of each hourly rate employee. ~~Classification means all employees within a trade group, ie. Platers A-B-C, 1st, 2nd year improver and plater helper.~~

32.03 (a) - Subject to the above, each hourly rate employee shall be classified as follows:

All tradespersons with any of the following government certificates as Class A Tradespersons:

Journeyman Welders  
Journeyman Heavy Duty Equipment Repair  
Journeyman Sheet Metal Worker  
Journeyman Machinist  
Journeyman Industrial Mechanic Millwright  
Journeyman Carpenters  
Journeyman Joiners  
Journeyman Industrial Electrician  
Journeyman Plumbing and Domestic Heating  
Journeyman Steamfitter/Pipefitter  
Journeyman Construction Electrician  
Journeyman Plater  
Journeyman Insulator  
Journeyman Scaffolder

- (b) Other approved tradespersons with five (5) years or more experience in the trade to be Class A Tradespersons.
- (c) Other approved tradespersons with more than three and one half (3-1/2) years but less than five (5) years experience in the trade to be Class B Tradespersons.
- (d) Other approved tradesperson with more than two (2) years but less than three and one half (3-1/2) years experience in the trade to be Class C Tradespersons.
- (e) ~~Hourly rate employees who are not approved tradespersons may be appointed improvership after six (6) months employment and the period of such improvership shall be five (5) years, the last three (3) years shall be eligible to become tradespersons C, B and A successively. Advancement to be by mutual agreement between the Company and the Union.~~
- (f) Advancement of apprenticeship to be subject to the conditions contained in the Provincial Government approved apprenticeship plan.

#### 34.06 - LEAVE OF ABSENCE

An employee shall be entitled to leave of absence without pay ~~but without loss of seniority~~ for the following reasons:

- (a) Political Leave - At least into the second term of office maintain seniority during the campaign and retain if elected.
- (b) Educational Leave - Maintain seniority for period absent.

For the above periods, all benefits will be cancelled. Time away from the Company will not be considered service for the establishing entitlement for vacation or other benefits.

#### ARTICLE NO. 35 DURATION

35.01 - The duration of the collective agreement between the Company and the Union will be effective from the ~~17 April 2009~~ 31 October 2011 and continuing in force until 16 April ~~2012~~ 2017.

## COMPANY RULES

### 7. SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

The wearing of safety hats, safety boots, safety glasses, safety vests/coveralls with reflective striping and work gloves is compulsory ~~at all times and failure to do so can make negative any subsequent Workers Compensation Claim.~~during working hours. For the purposes of accessing the facilities on outside painted walkways prior to and after working hours personal protective equipment usage is at the employee's discretion.

Other items of safety equipment and protective clothing as necessary are available for use of employees.

Employees are responsible for the safe custody of all items of safety equipment and protective clothing issued to them. Personnel will be charged at cost of any items lost or wilfully damaged. If the missing item is recovered, the cost will be refunded to the employee.

All employees working at machines in the Machine Shop, Joiner Shop, drilling or grinding machines will wear protective goggles.

All employees welding, burning or using pneumatic tools will wear the necessary eye protection.