

# Collective Agreement

Between

**Terra Nova Employers' Organization**

and

**Unifor Local 2121**



Expires: September 30, 2019

COLLECTIVE AGREEMENT

BETWEEN

TERRA NOVA EMPLOYERS' ORGANIZATION

AND

UNIFOR LOCAL 2121

Expires: September 30, 2019

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## **ARTICLE 1 – PARTIES**

The parties (“the Parties”) to this agreement shall be as follows:

Terra Nova Employers’ Organization (hereinafter referred to as “TNEO”), an organization of employers constituted pursuant to Section 56.1 of the Newfoundland and Labrador Labour Relations Act arising out of the Certification Order dated April 16, 2003 with full authority to negotiate, enter into and administer a Collective Agreement.

And

Unifor, Local 2121 (hereinafter referred to as “the Union”), a trade union within the meaning of the Labour Relations Act and the certified bargaining agent of the bargaining unit employees employed on the Terra Nova Floating Production Storage and Offloading (hereinafter referred to as “FPSO”) petroleum production platform.

## **ARTICLE 2 – PURPOSE**

The purpose of this agreement is to establish an orderly relationship between the parties, to establish and maintain safe and efficient operations, to set forth provisions regarding terms and conditions of employment and to provide processes for the final settlement of disputes and grievances for all employees who are subject to the provisions of this agreement.

## **ARTICLE 3 – RECOGNITION**

3.01 TNEO recognizes the Union as the exclusive bargaining agent for a unit comprising all employees employed on the FPSO save and except those excluded under the Certification Order issued by the Newfoundland and Labrador Labour Relations Board April 16, 2003. The TNEO and the Union agree to specify certain exclusions to the bargaining unit namely: Offshore Installation Manager; Production Leads, Vessel Leads, Maintenance Leads; Accommodations Coordinators; Environment, Health, Safety and Security Advisors; and FPSO Engineers employed by a TNEO Employer member on the FPSO.

The TNEO or the Union may refer to the Newfoundland and Labrador Labour Relations Board any matters they are unable to agree to with respect to the interpretation and application of the April 16, 2003 Certification Order.

3.02 Employees to whom this agreement applies have the right to become members of the Union. The Union shall not use coercion

or intimidation to influence employees to join its ranks.

#### ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Subject to the provisions of this collective agreement, the Employers shall have the right to maintain order, discipline and efficiency and manage all aspects of FPSO operations including, without limitation, the right to:

- (a) hire, promote, demote, suspend or discharge for just cause;
- (b) classify or re-classify, transfer, lay-off and recall employees as required;
- (c) make, enforce and alter, from time to time, rules and otherwise direct the workforce;
- (d) plan, organize and direct the operation and to manage operations in a safe efficient and profitable manner to maintain competitive capability;
- (e) determine the number of employees to be employed on the facility;
- (f) determine or change work assignments or methods;
- (g) determine requirements and qualifications for positions;
- (h) alter methods or schedules of production including the means and/or the curtailment or cessation of operations;
- (i) utilize other expertise within their respective organizations to perform specialized and critical work;
- (j) engage the services of any specialty vendors or other specialists at the sole discretion of the Employer; and
- (k) assign Emergency Response duties.

All management rights, whether enumerated or otherwise, shall be reserved unto the Employers except as specifically abridged by the express provisions of this collective agreement.

4.02 Management shall have the right to perform the work of bargaining unit personnel where the work is for the purpose of dealing with emergencies, employee instruction and/or training; to ensure coverage during rest and meal breaks or other temporary absence of bargaining unit personnel, and where such work does not result in the layoff of a regular full time employee in the bargaining unit.

#### ARTICLE 5 – DEFINITIONS

The terms outlined below shall have the following definitions for the purpose of this agreement:

- 5.01 **FPSO** – The Terra Nova Floating Production Storage and Offloading petroleum production platform.
- 5.02 **Collective Agreement** – The written collective agreement entered into by the Union and TNEO pursuant to the Labour Relations Act of Newfoundland and Labrador and the Certification Order dated April 16, 2003.
- 5.03 **Grievance** – Difference between the parties to this agreement or those bound by the agreement which arises out of the interpretation, application, administration or alleged violation of this collective agreement.
- 5.04 **Employee** – Any person within the scope of the bargaining unit covered by this collective agreement and employed by one of the Terra Nova Employer members on the FPSO.
- 5.05 **Regular Full Time Employee** – An employee who is employed on an ongoing basis in a bargaining unit position on the FPSO, and who is regularly scheduled to work a twentyone (21) day on/off rotation schedule.
- 5.06 **Part-Time Employee** – An employee who is employed in a bargaining unit position on the FPSO to fill a temporary vacancy or supplement the workforce as required, and who is scheduled to work a regular twenty-one (21) day on/off rotation for a period equal to or greater than five (5) consecutive twenty-one day on/off rotations on the FPSO.
- 5.07 **Casual Employee** – An employee who is employed in a bargaining unit position on the FPSO providing relief of or supplementing the work force as required.
- 5.08 **Probationary Employee** – An employee who is serving his probationary period, and who has no seniority rights. The employment of a probationary employee may be terminated at any time without notice.
- 5.09 **Probationary Period** – The first ninety (90) working days of employment in a bargaining unit position on the FPSO without a ninety (90) consecutive calendar day interruption. The probationary

period may be extended for a further thirty (30) working days. In such cases, the Employer shall provide the employee with written confirmation that their probationary period has been extended.

- 5.10 **Seniority Date** – Upon successful completion of the most recent probationary period, an employee's seniority date shall be established as follows:
- (a) Regular Full-Time Employee – the last date of entry into employment in a bargaining unit position with a TNEO Employer on the FPSO.
  - (b) Part-Time/Casual Employee – the first day worked in a bargaining unit position following successful completion of the most recent probationary period with a TNEO Employer on the FPSO.
  - (c) Once established, an employee's seniority date shall not change as result of a change in employment status between Regular Full-Time, Part-Time, or Casual.

- 5.11 **Masculine/Feminine** – Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the feminine or the neuter gender where the context so requires and the converse shall also apply.

#### **ARTICLE 6 – UNION DUES**

- 6.01 The Employer shall, as a condition of each employee's continued employment, deduct the amount equivalent to the regular dues and/or initiation fees from the wages of each employee. The amounts will be determined by the Union and the TNEO will be advised by the Union in writing of any changes to such amounts at least thirty (30) days in advance of their effective date.
- 6.02 Dues will be deducted in accordance with the pay schedule of each TNEO Employer member. The dues will be remitted to the National Treasurer of Unifor within thirty (30) days after the last day of the month in which the deductions are made, accompanied by a list of names of each employee from whom deductions have been taken and the amount of dues deducted.
- 6.03 Each TNEO Employer member will indicate on each of their employee's T4 slips the amount of dues deducted for the year.

#### **ARTICLE 7 – DISCRIMINATION AND HARASSMENT**

- 7.01 The Parties agree there shall be no discrimination, intimidation, interference, restraint or coercion by them, their members or their agents with respect to any employee because of membership, non-membership or activity in the Union or because of the prohibited grounds of discrimination in the Newfoundland and Labrador Human Rights Code.
- 7.02 The Parties recognize the right of all employees to work in an environment free from sexual or workplace harassment and to be treated fairly and with respect in the workplace. It is the intention of the Parties to provide a workplace environment that is productive and promotes both the dignity and self-esteem of all employees. All employees have a right to Union representation if involved in a harassment complaint.

For the purposes of this provision, Sexual Harassment means any unwelcome behaviour of a sexual nature that causes offense or humiliation to any employee or that might be perceived by that employee as placing a condition of a sexual nature on any employment relationship. Workplace harassment means any unwelcome behaviour which creates an intimidating, threatening or hostile work environment or when the employee's dignity or respect is denied.

#### **ARTICLE 8 – UNION REPRESENTATION**

- 8.01 The TNEO agrees to recognize and the Union agrees to notify TNEO in writing, with the names, or any changes thereof, of its duly designated members of:
- (a) Local Union Executive and Shop Stewards;
  - (b) Union/Management Committee, Bargaining Committee and any other committee agreed to by the parties;
  - (c) Its National Representative.
- 8.02 The National Union Representative may attend all joint onshore meetings and visit the FPSO for an orientation session. Orientation will be scheduled subject to operational requirements and the National Union Representative providing all medical and regulatory certification for offshore travel.

### 8.03 Shop Stewards

- (a) TNEO agrees to recognize six (6) designated shop stewards one (1) of whom shall be a chief shop steward. In addition, there shall be three (3) alternate shop stewards to act as a replacement in the event a designated shop steward is unavailable. Three (3) shop stewards shall be elected from each department: Vessel, Maintenance, Production.
- (b) A shop steward from one department may substitute in another department if there is no shop steward on board for the relevant department.

### 8.04 Union/Management Committee

- (a) The TNEO and the Union shall establish a Union/Management Committee which will meet on a bi-monthly schedule (six times a year) or as required to discuss matters of joint interest arising from the administration of the collective agreement. The Committee shall consist of three (3) members of TNEO and three (3) members of the Union.
- (b) Each party will provide its agenda items to the other party at least one week prior to meeting. The one week notice period may be waived by mutual consent. Meetings may be conducted via teleconference between the FPSO and on-shore.
- (c) Grievances and matters that are within the mandate of the Offshore Occupational Health and Safety Committee will not be discussed at Union/Management Committee meetings.
- (d) The minutes of such meetings shall be recorded, signed and posted within four (4) weeks of such meetings. Each party shall designate the signing representative for the minutes.

### 8.05 Bargaining Committee

- (a) TNEO agrees to recognize a union bargaining committee of four (4) employees (one from each department: Production, Maintenance, Vessel and one (1) Local Executive member) who may be accompanied by a duly authorized representative of the National Union.
- (b) TNEO agrees to provide up to five (5) days unpaid leave for each member of the Union's bargaining committee for

preparation for collective bargaining of a revised collective agreement. Approval for time off work for the purposes of preparation for collective bargaining and collective bargaining of a revised collective agreement must be requested by writing the Offshore Installation Manager at least thirty (30) days in advance of the time off work requested.

- (c) Bargaining Committee members on unpaid leave for the purpose of negotiations shall continue to be paid by their respective Employer. The Employer will invoice the Union on a monthly basis for the cost of all wages and benefits and the Union will reimburse the Employer promptly.

### ARTICLE 9 – UNION BUSINESS

- 9.01 The Union will be provided an opportunity to conduct a Union Orientation session with all new bargaining unit employees. Such sessions shall not exceed one-half hour duration and the timing of such sessions must be approved in advance by the Department Lead.
- 9.02 The TNEO will provide two (2) glass enclosed and lockable bulletin boards in suitable locations on the FPSO for the convenience of the Union in posting Union information and notices which have been authorized by a Union official prior to posting. The Union agrees to submit a copy of all information and notices to the FPSO Offshore Installation Manager in advance of posting.
- 9.03 TNEO will provide the Union with a mailing list of bargaining unit members on an annual basis.
- 9.04 TNEO will provide a secure filing cabinet on the FPSO for use by the Union.
- 9.05 TNEO will provide copies of this agreement as per current practice.
- 9.06 The Union may place a ballot box on the FPSO at a place determined by the FPSO Offshore Installation Manager for the purpose of electing shop stewards, Bargaining Committee and Union/Management Committee and sub-committee members. There shall not be voting or electioneering during an employee's working hours. The ballot box shall be removed by the Union after the vote is completed.
- 9.07 (a) Leave for Union Business – It is understood that Union Executive members and Union members may require time

away from work to attend Union Executive meetings, educational seminars, conventions, and other Union activities. Leaves of absence without pay shall not normally be granted to more than three (3) employees at any one time, with no more than one (1) per department, and shall not exceed a cumulative total of fifty (50) calendar days per calendar year.

- (b) Requests for such leave shall be made to the TNEO as far in advance as possible and will be approved, subject to operational requirements, provided:
  - (i) written application for leave is made at least twenty one (21) calendar days in advance;
  - (ii) the Employer is able to provide a qualified replacement; and
  - (iii) transportation is available.
- (c) Employees on unpaid leave for the purpose of Union business shall continue to be paid by their respective Employer. The Employer will invoice the Union on a monthly basis for the cost of all wages and benefits and the Union will reimburse the Employer promptly.

9.08 On written request of the Union, a leave of absence up to one (1) year without pay will be approved for one (1) employee at any time subject to operational requirements, provided:

- (i) written application is made to the TNEO at least two (2) months in advance;
- (ii) the Employer is able to provide a qualified replacement;
- (iii) the employee requesting leave has not been granted leave in accordance with this provision within the past two (2) calendar years.

An employee who returns to work from a leave of absence for Union business that was approved by the TNEO will be returned to his former classification.

## **ARTICLE 10 – PERSONNEL RECORDS**

An employee has the right, upon giving reasonable notice, to have access to and review his personnel records in the presence of a management representative. An employee is entitled to a copy of any of these personnel records.

## **ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE**

11.01 If an employee believes that he has been unjustly treated by his Employer or that any of the provisions of this collective agreement affecting the employee have not been properly complied with, the employee shall take up the matter directly with the immediate supervisor. If the matter is not resolved the employee may request the presence of a Shop Steward. If the matter is still unresolved, any grievance arising from it shall be handled in the following manner:

### **STEP 1:**

If, following discussion with the employee's Supervisor, the employee feels the matter has not been resolved to his satisfaction, the employee, assisted by the Shop Steward, shall submit the matter in writing to the employee's Supervisor within seven (7) calendar days of the circumstance giving rise to the grievance or the date the employee was aware or reasonably could have been aware of those circumstances. The grievance shall state specifically in what respect the collective agreement has been violated and the nature of the relief or remedy sought. The employee's Supervisor shall, within seven (7) calendar days after the day of receipt of the written grievance, give a written response to the grievor with a copy to the Shop Steward.

Employees have the right to decline Union representation at this Step, and must notify the Union of that decision in writing.

### **STEP 2:**

If the employee or the Union is not satisfied with the response to the grievance at Step 1, the employee, with the assistance of the Shop Steward may, within seven (7) calendar days after the day of receipt of the decision at Step 1, present the grievance to the FPSO Offshore Installation Manager who will give a decision in writing to the grievor and a copy to the Shop Steward within seven (7) calendar after the day he received the grievance.

All Union, group and policy grievances must be submitted in writing at Step 2.

### **STEP 3:**

If the employee or the Union is not satisfied with the decision at Step 2, the grievance may, within seven (7) calendar days after the day of receipt of the decision at Step 2, be presented to the



- Terra Nova Operations Manager who will give a decision in writing to the grievor with a copy to the Shop Steward within seven (7) calendar days after the day he received the grievance.
- 11.02 Any grievance instituted by TNEO Employer(s) shall be referred in writing to the Union Executive within fourteen (14) calendar days after the day of the occurrence or the date the TNEO Employer(s) were aware or reasonably could have been aware of the circumstances giving rise to the grievance. The Union Executive shall meet with designated representative(s) of the TNEO Employer(s) within fourteen (14) calendar days after the day of the grievance being filed to consider the grievance. If final settlement of the grievance is not completed within seven (7) calendar days after the day of such meeting, the TNEO Employer(s) then have up to thirty (30) calendar days after the expiry of the seven (7) calendar days to refer the matter to arbitration as provided in this collective agreement.
- 11.03 The time limits for the disposition of grievances as set forth in this Article may only be amended by mutual written agreement of the parties.
- 11.04 A Shop Steward will be granted up to one (1) hour off from work to assist an employee in the grievance procedure. A Shop Steward will not leave work without the permission of the Supervisor; such permission shall not be unreasonably withheld.
- 11.05 The TNEO Employer(s) or the Union may, within twenty-one (21) calendar days from the receipt of the Terra Nova Operations Manager's decision under Step 3 of the Grievance Procedure, submit the matter for final settlement to an arbitrator.
- 11.06 Notwithstanding the referral to arbitration in accordance with 11.02 or 11.05 above, where the parties agree, the matter may be referred to the Provincial Preventive Mediation program. The parties shall, with the assistance of the mediator, endeavour to resolve the dispute within thirty (30) calendar days. Where the dispute is not resolved in mediation, either party may continue to arbitration pursuant to 11.02 or 11.05 above. It is agreed that information exchanged and attempts to settle shall be without prejudice and shall not be referred to at arbitration.
- 11.07 The following sets out the procedure for the appointment of an arbitrator.
- (a) The party submitting the matter to arbitration shall notify the other party in writing of its intention and at the same time nominate at least three (3) names of possible arbitrators.
  - (b) Within ten (10) calendar days after the day of receipt of the notice in (a), the other party in writing of its intention and at the same time nominate at least three (3) names of possible arbitrators. If agreement is not reached by the parties within ten (10) calendar days after receipt of the referring party's notification, either party may request the Newfoundland and Labrador Minister of Human Resources, Labour and Employment to appoint an arbitrator.
  - (c) The arbitrator shall endeavour to commence hearing the grievance within thirty (30) calendar days of his appointment and shall endeavour to issue the award within thirty (30) calendar days of hearing completion. The award shall be in writing and shall be final and binding on the parties to this agreement and any employee affected by the award.
- 11.08 The parties shall share equally the fee and expenses of the arbitrator.
- 11.09 The arbitrator shall not be authorized to make any decision inconsistent with the terms of this Agreement, nor to alter or modify any portion of this collective agreement.
- 11.10 Where the grievance is not progressed through the Grievance and Arbitration procedure within the specified time limits, the grievance will be considered abandoned.
- 11.11 In the event that the grievance is not responded to within the specified time limits outlined in this grievance and arbitration procedure, the grievance may be advanced to the next step in the grievance and arbitration procedure.
- 11.12
- (a) An employee considered by the Union to be unjustly suspended without pay or terminated may, within seven (7) calendar days of the suspension or termination, file a grievance at Step 2 of the grievance procedure.
  - (b) Notwithstanding 11.12 (a) a probationary employee has no recourse to the Grievance and Arbitration Procedure of this collective agreement with respect to the termination of his employment.

- 11.13 The arbitrator has the power to review and modify the discipline penalty imposed by the Employer and, in the case of a discharge of the employee, substitute another penalty that the arbitrator determines is just and reasonable in the circumstances.
- 11.14 All correspondence between the parties with respect to grievances and arbitration shall be in writing.

## ARTICLE 12 – SENIORITY

- 12.01 The seniority of an employee is relevant as outlined in the respective parts of this collective agreement.
- 12.02 Seniority lists will be revised on March 1st and September 1st of each year. A copy will be posted on the FPSO Union bulletin board and a copy will be supplied to the Union.
- 12.03 Seniority lists will be deemed to be accurate if no written protest is received within thirty (30) calendar days after the date of the posting of the lists. When proof of error acceptable to the TNEO and the Union is presented in writing by an employee or a Shop Steward, such error will be corrected. Seniority is not transferable between TNEO Employers.
- 12.04 Regular Full Time Employees have seniority status over Part Time and Casual Employees, and Part Time employees have seniority status over Casual Employees.
- 12.05 **Probationary Employees** – An employee shall be considered a probationary employee until his probationary period is completed after which his name, seniority date and classification will be shown on the seniority list of his respective Employer.
- 12.06 **Accrual of Seniority** – Subject to Article 12, an employee's seniority accrues during all the time he is continuously employed in a bargaining unit position with a TNEO Employer on the FPSO. If an employee is transferred to a position outside of the bargaining unit, he will continue to accrue seniority for up to twelve (12) consecutive months; this provision includes an employee who was transferred to such position prior to October 1, 2005.
- 12.07 **Loss of Seniority** – Seniority shall be lost when:
- (i) The employee is discharged or voluntarily resigns
  - (ii) The employee has been on layoff for a period of twelve (12) consecutive months

- (iii) The employee is transferred to an exempt position not covered by this agreement for more than twelve (12) consecutive months duration
- (iv) The employee fails to return to work following recall in accordance with Article 14 – Layoff and Recall.

- 12.08 An employee transferred to a position outside of the bargaining unit for a period of less than twelve (12) consecutive months, will continue to pay Union dues.

An employee who returns to work from being in a position outside of the bargaining unit for twelve (12) months or less will be returned to his former classification.

- 12.09 In the event that two or more employees on the same seniority list have the same seniority date, their seniority ranking shall be established by a draw. The draw shall be conducted in the presence of the Union and a TNEO Representative.

## ARTICLE 13 – VACANCIES AND ATLANTIC ACCORD REQUIREMENT

- 13.01 The TNEO Employers agree that, as required by the Canada-Newfoundland Atlantic Accord Implementation Act, full and fair opportunity in employment shall be provided to qualified Canadians and, consistent with the Charter of Rights and Freedoms, qualified Newfoundland and Labrador residents shall be given first consideration.

For the purpose of this provision, a Newfoundland and Labrador resident is a Canadian or Landed Immigrant, who has been a resident of Newfoundland and Labrador for a period of six (6) months prior to commencement of employment with the TNEO Employer for work on the FPSO.

- 13.02 When a new Regular Full Time position is created by a TNEO Employer on the FPSO, the Union shall be advised in writing whether the TNEO considers the position to be included or excluded from the bargaining unit. The Union shall have up to thirty (30) calendar days to respond to the TNEO position. If the parties are unable to agree, the matter may be referred to the Newfoundland and Labrador Labour Relations Board for resolution.
- 13.03 In the event of a new Part Time position being created by a TNEO Employer on the FPSO, no written notice is required. If the parties are unable to agree whether the position is included or

excluded from the Bargaining Unit, the matter may be referred to the Newfoundland and Labrador Labour Relations Board for resolution.

- 13.04 The Employer shall establish the classification and wage rate for all new bargaining unit positions created during the life of this Agreement. The Union shall be notified of the classification and wage rate in writing within fourteen (14) calendar days. The classification and wage rate shall be subject to negotiation with the Union. If no agreement is reached within sixty (60) calendar days, the matter may be submitted to arbitration.
- 13.05 When an Employer determines that a vacancy in a Regular Full Time position is to be filled, such vacancies shall be posted electronically and on FPSO bulletin boards for a period of thirty (30) calendar days. The Job Posting will include:
- (i) An outline of the job responsibilities, hours of work, rate of pay
  - (ii) The required skills, ability and qualifications.
- 13.06 When filling a Regular Full Time and Part Time vacancy, the Employer will give consideration to skills, ability and qualifications. In cases where these are relatively equal, seniority with the Employer who has decided to fill the position will be the determining factor.

#### **ARTICLE 14 – LAYOFF AND RECALL**

##### **14.01 (a) Layoff (Regular Full-time Employees)**

If it becomes necessary to reduce the number of Regular Full-Time employees, the respective Employer will consider the skills, ability, and qualifications required in determining the order of layoff. In cases where these factors are relatively equal, the layoff will occur in reverse order of seniority.

##### **(b) Lay-off (Part-time Employees)**

Part-time employees shall be laid off in accordance with the term of employment for which they are hired or recalled, including extensions. If it becomes necessary to reduce the number of part-time employees, the respective Employer will consider the skills, ability, and qualifications required in determining the order of layoff. In cases where these factors are relatively equal, the layoff will occur in reverse order of seniority.

##### **(c) Lay-off (Casual Employees)**

Casual employees shall be laid off in accordance with the term of employment for which they are hired or recalled, including extensions up to twenty-one (21) days offshore.

- 14.02 The Employer will provide written notice of layoff or pay in lieu of such notice according to the requirements of the Labour Standards Act.
- 14.03 Regular Full Time employees who are laid off may exercise their right to displace a more junior bargaining unit employee in another classification with their Employer provided that, in the opinion of the Employer, the more senior employee has the skills, ability and qualifications to perform the position.
- 14.04 Part-time employees who are laid-off will revert to casual status and will be eligible for recall in accordance with Article 14.07(c), and will also be eligible for recall for part-time positions for a twelve (12) month period following lay off.
- 14.05 **Recall** – Where there is a requirement to increase the number of employees after a layoff, eligible employees will be recalled in order of seniority, provided they have the necessary skills, ability and qualifications to perform the work required.
- 14.06 In the event of a recall, the Employer will make every reasonable effort to contact the employee by phone. If a Regular Full Time employee cannot be contacted by telephone, the Employer shall send a recall notice by registered mail to the employee's last address appearing on the records of the Employer. The notice to report to work will be deemed to have been received by the employee seven (7) calendar days following the day it was mailed. If the employee cannot be contacted by telephone or registered mail, declines the offer of employment, fails to notify the Employer of his intent to return to work within three (3) calendar days after the day of receipt of notice of recall, or is not available to report to work within ten (10) calendar days of the date of recall, the employee shall forfeit his seniority and the right of recall.
- 14.07 (a) A Regular Full Time employee recalled to work for a period of less than sixty (60) working days may refuse such a recall once in a twelve (12) month period and maintains all rights to subsequent recalls for the same period. A Regular Full Time employee who refuses a recall to work full time in his original

position shall be deemed to have resigned voluntarily, shall lose his seniority and his name shall be removed from the seniority list.

- (b) In the event of recall for Part-Time employment, the employee shall have two (2) calendar days after the day of receipt of notice of recall by telephone to confirm his availability to report to work. If on three (3) occasions within a twelve (12) month period, the employee cannot be contacted by telephone, or declines recall the employee shall forfeit his seniority and right of recall.
- (c) In the event of recall by telephone for Casual employment, the employee shall have one (1) hour to confirm his availability to report for work at the time needed. If on three (3) occasions within a twelve (12) month period, the employee cannot be contacted by telephone, or declines recall the employee shall forfeit his seniority and right of recall.
- (d) Subject to operational requirements, casual employees shall be eligible once per year to block out up to fourteen (14) days during which they will not be considered for recall. Casual employees must submit such requests in writing to their employer at least thirty (30) days prior to the requested block out period. For the purpose of this clause, a year shall run from October 1st to September 30th.
- (e) **Days of Rest – Casual Employees**
  - (i) Casual employees shall be entitled to days of rest, and will not be eligible for recall, for a period equal to the number of consecutive days worked, to a maximum of twenty-one days.
  - (ii) In the event that a casual employee is held offshore due to weather or other operational delay, calculation of the days of rest shall commence no later than 21 days from the date of check-in at the heliport.
  - (iii) A casual employee who cannot be contacted during their days of rest shall not be considered to have refused a recall in accordance with article 14.06 (c).
- (f) **Recall for Work During Days of Rest – Casual Employees**
  - (i) Notwithstanding that casual employees are ineligible

for recall during their days of rest, an Employer may exercise its option to offer a recall to casual employees who have met minimum rest requirements, provided it had attempted to recall all eligible casual employees on the seniority list.

- (ii) Casual employees who cannot be contacted, or who are not able to meet the Employer's timeline for a response to the recall, for work commencing during their days of rest will immediately be deemed to have declined the recall.
  - (iii) A casual employee who cannot be contacted for work or who declines recall for work commencing during their days of rest, shall not be considered to have refused recall in accordance with Article 14.06 (c).
- 14.08 It shall be the responsibility of the employee to keep his Employer supplied with his current contact information.
- 14.09 **Severance Pay** – Subject to the seniority provisions of this agreement a Regular Full Time employee who is employed by a TNEO Employer member on the FPSO and who loses his seniority rights as a result of a layoff shall be entitled to severance pay. A laid off employee loses his seniority rights when he has been on layoff for a period of twelve (12) consecutive months, when he voluntarily resigns after a layoff occurs, or when he accepts severance pay, whichever occurs first.
- 14.10 A Regular Full Time employee who is employed by a TNEO Employer member on the FPSO and who is entitled to severance pay shall receive severance pay calculated and paid in the following manner:
- (a) An amount equivalent to not less than two (2) weeks base salary plus two (2) weeks base salary for each complete year of continuous service. The "2+2 Formula" includes all legal requirements. Severance pay for a partial year of service will be calculated on a prorated basis. The payment resulting from this formula will be multiplied by 1.15. For the purpose of this calculation a week is defined by dividing the employee's annual base salary by fifty-two (52) weeks.
  - (b) All applicable laws will be taken into consideration in an effort to provide the employee with the greatest flexibility in

the payment of severance pay.

## **ARTICLE 15 – HOURS OF WORK**

- 15.01 The regular offshore rotation for Regular Full Time and Part Time employees will be a twenty one (21) day on/off work schedule commencing on the employee's scheduled departure date from the shore base. Employees who are required to remain on the FPSO beyond the regular offshore rotation schedule will continue to work as assigned.
- 15.02 (a) Except on the day of mobilization and demobilization, the normal hours of work per day is twelve (12). Included in the twelve (12) hour work shift is:
- (i) a thirty (30) minute meal break
  - (ii) two – fifteen (15) minute rest breaks
  - (iii) shift change/hand-over meetings.
- (b) Rest and meal breaks will be scheduled and taken to ensure operational requirements are met.
- (c) If a Regular Full Time or Part Time employee is required to work beyond the twelve (12) hour work shift, the employee will be given equal time off from the next shift.

The normal hours of work shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours to be worked.

- 15.03 An employee's shift may be split in order to provide operational coverage. Such occurrences will be kept to a minimum.
- 15.04 On the day of mobilization, employees will commence work in accordance with their assigned schedule and no later than one-half (1/2) hour after arrival on the FPSO if scheduled to be on shift.
- 15.05 On the day of demobilization, the normal hours of work will be in accordance with the employee's assigned schedule up to one (1) hour prior to departure from the FPSO.
- 15.06 If operating conditions require, an employee's day/night shift schedule may be altered by the Supervisor during the employee's current rotation. Alterations will be arranged in a reasonable manner and every effort will be made by the Supervisor to keep such alterations to a minimum, consistent with operating

requirements. Such alterations will be subject to the provisions of the Newfoundland and Labrador Labour Standards legislation and exemptions from such legislation that are applicable in the circumstances.

- 15.07 With the consent of the immediate supervisor, and subject to the provisions of Newfoundland and Labrador Labour Standards legislation and exemptions, employees may trade a full rotation or part thereof with another qualified employee provided there is no additional wage related cost to the Company.

## **ARTICLE 16 – PAY AND ALLOWANCES**

- 16.01 Employees shall be paid in accordance with the schedule of wages shown in the Appendix established for the respective Employer.
- 16.02 A Regular Full Time or Part Time employee who is held or required to remain onshore due to a transportation delay or operational reasons will be eligible for base salary for each day held onshore.
- 16.03 A Casual employee held onshore due to a transportation delay will be eligible for his day rate for each day held onshore pending transportation offshore.
- 16.04 (a) Casual employees are paid an Offshore Day Rate. Casual employees are not eligible for Offshore Allowance and Extra Compensation.
- (b) Casual employees are eligible for a prorated amount of their offshore day rate for late arrival from the FPSO in accordance with the following:
- Arrival at the heliport from the FPSO between 12:00hrs and 18:00hrs qualifies for ½ Offshore Day Rate; and,
  - Arrival at the heliport from the FPSO after 18:00hrs qualifies for the Full Offshore Day Rate.
  - Arrival time by helicopter is defined as wheels down at the destination.
- (c) In recognition of time worked by a Casual employee on a day of demobilization as per article 15.05, where the employee does not qualify for late arrival pay per article 16.04(b) or a paid leave of absence, an allowance will be paid for each occurrence.

- (d) Casual employees are eligible for a prorated amount of their offshore day rate for approved training days attended during their time off in accordance with the following:
- Four (4) hours or less                      ¼ of offshore day rate
  - Greater than four (4 ) hours              ½ of offshore day rate
- 16.05 **Offshore Allowance** – The Offshore Allowance recognizes the remote work location and incorporates pay for Recognized Holidays, all offshore activities associated with offshift team, safety, Occupational Health and Safety meetings or other meetings/training, Emergency/Medical Response training/exercises, general platform alarms and other duties that accompany offshore work. For the purposes of this clause Recognized Holidays includes New Year’s Day, February Family Day, Good Friday, Victoria Day, Canada Day, 12th Day (July), Civic Holiday (August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- 16.06 (a) Subject to the provisions of Clause 16.02, a Regular Full Time or Part Time employee will be eligible to be paid the Offshore Allowance for each night spent on the FPSO commencing on the scheduled departure date from the shore base and ending on the actual return date to the shore base.
- (b) A Regular Full Time or Part Time employee who is held onshore due to weather delay or operational reasons, or who is required by the Supervisor to return onshore due to operational reasons, or attend training in lieu of all or part of a regular offshore rotation will be eligible to receive Offshore Allowance in accordance with his offshore work schedule.
- 16.07 **Extra Days Worked and Compensation**
- (a) Regular Full Time and Part Time employees will not take time off in lieu of extra days worked offshore or onshore during scheduled time off, and therefore may be eligible for Extra Compensation.
- (b) For the purpose of calculating Extra Compensation, days worked and days off will be reconciled over one complete rotation, and paid in accordance with Employer pay schedules. For the purpose of this clause, an employee’s rotation will commence with the first scheduled day offshore.
- (c) A Regular Full Time or a Part Time employee will be eligible for Extra Compensation when his actual days worked exceeds his actual time off.
- (i) Extra days worked offshore include:
- Nights spent on the FPSO beyond the employee’s scheduled departure
  - Late arrival from the FPSO in accordance with the following:
    - Arrival at the heliport from the FPSO between 12:00hrs and 18:00hrs qualifies for ½ Offshore Extra Compensation Rate; and,
    - Arrival at the heliport from the FPSO after 18:00hrs qualifies for the Full Day Offshore Extra Compensation Rate.
    - Arrival time by helicopter is defined as wheels down at the destination.
- (ii) Extra days worked onshore during scheduled time off include:
- Attendance at approved training
  - Attendance at approved meetings
  - Scheduled office duties.
- (d) Extra Compensation will be paid to Regular Full Time and Part Time Employees in accordance with the rates established in the respective Employer Appendix.
- 16.08 **Time worked on day of demobilization** – In recognition of time worked by a Full Time or Part Time employee on a day of demobilization as per article 15.05, where the employee does not qualify for Extra Compensation per article 16.07 or a paid leave of absence, an allowance will be paid for each occurrence.
- 16.09 **Rotation Change** – When a Regular Full Time or Part- Time employee’s rotation schedule is changed by the Employer, the employee will be entitled to Extra Compensation for the first shift worked on the new rotation except:

- (i) When the employee has been given seven (7) days notice of a rotation change;
- (ii) When the employee is promoted or demoted;
- (iii) When the employee is temporarily assigned to another position;
- (iv) When the change is at the employee's request.

16.10 **Shift Differential** – Regular Full-Time, Part-Time and Casual employees who work a complete night shift shall be entitled to a shift differential as follows:

Effective October 1, 2016	\$33.26 per night shift
Effective October 1, 2017	\$33.93 per night shift
Effective October 1, 2018	\$34.78 per night shift

- 16.11
- (a) An employee designated to relieve a supervisory position for a period in excess of one (1) consecutive shift will receive a Supervisor Relief premium of ten (10%) percent of the employee's base salary for each complete shift worked. This premium is not included in the base rate for the purpose of allowances and benefits calculations.
  - (b) An employee assigned by the supervisor to a classification higher than the employee's regular job for a period in excess of one (1) consecutive shift shall be paid the entry level rate of pay for that position for each complete shift worked. This premium is not included in the base rate for the purpose of benefits and allowances calculations.
  - (c) An employee assigned by the supervisor to a classification lower than the employee's regular job shall be paid his regular rate for all time worked in the lower rated job classification.
  - (d) If an employee is assigned to a supervisory relief position or higher classification for a period of greater than or equal to twenty-one (21) consecutive days, the premium shall continue during the employee's scheduled time off until such time as the assignment ends.

**ARTICLE 17 – VACATION**

17.01 Employees are entitled to the vacation pay as specified in the respective pay schedules of their Employer contained in the Appendices to this collective agreement.

17.02 Length of Services for the purpose of vacation pay:

- (a) For Regular Full Time employees is defined as the period of continuous employment with their respective Employer on the FPSO.
- (b) For Part Time and Casual employees is defined as the period of continuous Part Time or Casual employment with their respective Employer on the FPSO where there has been no break in service exceeding ninety (90) days.
- (c) Length of Services for the purpose of vacation leave is defined as the period of continuous employment with any TNEO employer on the FPSO where there has been no break in service exceeding ninety (90) days.

**17.03 Vacation Leave**

- (a) Subject to the approval of the FPSO Offshore Installation Manager and provided operational and transportation requirements can be met, Regular Full- Time or Part-Time employees may be granted vacation leave without pay in accordance with the following:
  - ≤ 5 years of service 7 scheduled work days per year
  - > 5 years of service 14 scheduled work days per year
- (b) Leave must be taken in continuous seven (7) day periods commencing at the beginning of either the first, second or third week of the employee's scheduled rotation.
- (c) Employees will be considered on leave without pay for the corresponding seven (7) or fourteen (14) day period during their scheduled time off.
- (d) A "year" for the purpose of determining eligibility for vacation leave shall run from October 1st to September 30th.
- (e) Employees applying for leave under this provision must provide as much advance notice as possible.

**ARTICLE 18 – LEAVES OF ABSENCE**

**18.01 Bereavement Leave**

- (a) In the event of a death in the employee's immediate family while the employee is on the FPSO, the employee will be



granted leave with no loss of base salary for up to five (5) consecutive work days during the employee's current rotation. The Employer will arrange to transport the employee from the FPSO at the earliest convenience. The employee's leave will commence on the day that he/she arrives onshore.

- (b) In the event of a death in the employee's immediate family while the employee is not on the FPSO but within five (5) days of an employee's scheduled return to work from time off the employee will be granted leave with no loss of base salary for up to five (5) consecutive work days from the beginning of the employee's next scheduled rotation. The employee will notify the Employer as soon as possible of the event so that adequate coverage can be arranged.
- (c) Immediate family means spouse, child, stepchild, mother, father, brother, sister, grandparent, grandchild or the equivalent in-law.
- (d) In addition to the provisions of (a) and (b) above, at the discretion of the FPSO Offshore Installation Manager, leave of up to five (5) consecutive work days without pay may be granted.
- (e) In the event of a death outside of the employee's immediate family the employee may, at the discretion of the Offshore Installation Manager, be granted leave without pay for up to five (5) consecutive work days during the employee's current rotation. The Employer will arrange to transport the Employee from the FPSO at the earliest convenience. The employee's leave will commence on the day that he/she arrives onshore.

#### 18.02 Family Responsibility Leave

- (a) Subject to the approval of the FPSO Offshore Installation Manager, an employee will be granted a leave of absence with no loss of base salary of up to three (3) work days a year to arrange care for a seriously ill member of the employee's immediate family or to deal with other family responsibilities. Immediate family means spouse, child, stepchild, mother, father, brother, sister, grandparent, grandchild or the equivalent in-law. For employees who are granted leave while offshore, the leave will commence on the day that he/she arrives onshore.

- (b) A "year" for the purpose of determining eligibility for family responsibility leave shall run from October 1st to September 30th.
- (c) In addition to the provision of (a), subject to the approval of the FPSO Offshore Installation Manager additional leave without pay may be granted, as circumstances warrant, provided the needs of the operation can be met.
- (d) Employees applying for leave under this provision will provide the Company with as much advance notice as possible.

18.03 **Jury or Witness Leave** – An employee shall be granted a leave of absence with no loss of base salary to serve as a juror or witness before a judicial or administrative tribunal provided the employee's request is supported by a valid order of a competent court or administrative authority. Any compensation received for serving in the capacity may be retained by the employee.

18.04 **Education Leave** – Subject to employer approval, employees may request unpaid educational leave for a period up to one year in duration. The educational program must be associated with the employee's current role or relevant career development.

### ARTICLE 19 – HEALTH AND SAFETY

19.01 The Parties will promote health and safety in the workplace. It is recognized that "in order to do a job correctly, it must be done safely". No workplace can operate safely, nor can any safety initiative succeed, without the full cooperation and participation of all.

19.02 (a) An FPSO Joint Occupational Health and Safety Committee ("JOHSC") shall be established, maintained, trained and carry out its duties in accordance with Newfoundland legislative and regulatory provisions. Additional terms of reference of the JOHSC may be established by the Committee.

- (b) Regulatory queries addressing occupational health and safety issues will be discussed with the FPSO JOHSC prior to submission to the appropriate certifying/regulatory authorities for approval.

- (c) No employee shall suffer any loss of base salary when required to attend JOHSC meetings with management. Employees on time off may be eligible for Extra Compensation in accordance



with the provisions of Clause 16.07.

19.03 The TNEO Employers will provide, at no cost to the employees, and the employee shall wear or use appropriate Personal Protective Equipment (“PPE”) which is determined by the TNEO Employers as required to safely perform work on the FPSO. PPE may include, but is not limited to the following:

- Winter Coveralls, Jackets and Vests;
- Summer Coveralls;
- Rain Clothing;
- Work Gloves;
- Uniforms for personnel working in the Galley/ Accommodations;
- Safety Footwear as per the Suncor Protective Footwear Standards;
- Face, Ear and Eye protection equipment including Safety Glasses and
- Prescription Safety Glasses as per the Suncor Safety glass practice;
- Hard Hats.

Supervisor approval is required prior to procurement and replacement of PPE.

19.04 **Modified Duty** – Regular Full Time and Part Time employees who perform modified duties onshore will be paid their base salary. The Employer will pay for any authorized travel expenses in accordance with Appendix H.

19.05 (a) Employees are required to maintain their medical fitness to work offshore in accordance with the provisions of the East Coast Medical Standards. Medical examinations will be required periodically based on employee age and may be required at any time if there is a reason to suspect that an employee is unable to perform his duties. Medical clearance in accordance with the East Coast medical standards is required after an illness or injury causes a change in the employee's medical fitness or if the employee has been brought onshore for medical reasons.

(b) **Medical Certificate Examinations** – If the Employer requires an employee to submit to a medical examination or obtain an Employer-approved certificate of fitness to

return to work, the Employer will pay for the cost of the medical examination and any authorized travel expenses in accordance with Appendix H.

(c) For employees who require a periodic medical examination to work on the FPSO, the Employer will endeavour to schedule the examination on the day the employee returns from the FPSO or on the day the employee is scheduled to depart the FPSO.

## ARTICLE 20 – TRAINING

20.01 All employees are required to maintain the standard regulatory, competency and Employer required training and/or certifications as dictated by their assigned role and their emergency response role.

20.02 The Employer will determine the number, timing, schedule and appropriate individuals to attend training courses. Scheduling of training will be governed by operational requirements. Training costs will be paid by the respective TNEO Employer.

20.03 Pre-approved expenses associated with Employer approved training will be reimbursed in accordance with respective Employer policies.

20.04 No Regular Full Time or Part Time employee shall suffer any loss of base salary when required to attend training. Regular Full Time and Part Time employees on time off may be eligible for Extra Compensation in accordance with the provisions of Clause 16.07.

20.05 Travel expenses associated with approved training courses for Regular Full-Time, Part-Time and Casual employees will be eligible for reimbursement in accordance with Appendix H.

## ARTICLE 21 – HELIPORT

21.01 It is the responsibility of the employee to report to the heliport at the time set for transportation to the FPSO. If the cancellation of a flight necessitates the provision of overnight accommodations, employees will receive vouchers for rooms and meals. Employees living within a 30 minute drive of the heliport will not be eligible for the vouchers.

21.02 Should there be a delay in the helicopter flight, taxi vouchers will be made available for employees living in the St John's and

surrounding area to return home and for the return trip to the heliport for the next available flight.

**ARTICLE 22 – STRIKE OR LOCKOUT**

There shall be no strike or lockout within the meaning of the Labour Relations Act by either party during the term of this agreement.

**ARTICLE 23 – GENERAL**

In the event of a facility closure, partial closure or change in methods of facilities which involve a permanent reduction in Regular Full Time employees covered by this collective agreement, the TNEO shall, where practical, give the Union not less than six (6) months advance notice.

**ARTICLE 24 – DURATION**

This collective agreement shall remain in full force and effect from date of signing to September 30, 2019, inclusive, and from year to year thereafter unless either party gives notice requiring the other party to begin collective bargaining with a view to renewing or revising the agreement. Such notice shall be provided, in writing, to the other party not less than sixty (60) days and not more than one hundred twenty (120) days prior to the expiration date of the agreement. If notice is given, the present collective agreement shall remain in full force and effect until a new agreement is ratified or a legal strike or legal lockout exists as per the Newfoundland and Labrador Labour Relations Act.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed by their proper representatives duly authorized in that behalf on the 4th day of May, 2017.

For the Union

For the Company



Brian Murphy




Ryan Danielson



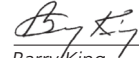
Roy Langdon



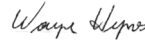
Shawn Langdon



Paul Brake



Barry King



Wayne Hynes



Gina Hussey



Paul Davis



Elizabeth Collins

## MEMORANDUM OF UNDERSTANDING #1

During the term of this collective agreement and subject to the express provisions contained therein, the parties hereby agree as follows:

1. Those employees who are employed on the FPSO by Suncor, Baker Hughes Canada, Liebherr-Canada Ltd, East Coast Catering, and Crosbie Salmis Ltd. are recognized as falling within the scope of the bargaining unit resulting from the Certification Order dated April 16, 2003.
2. Those employees who are employed on the FPSO by the Engineering, Procurement and Construction (EPC) contractor (Wood) and associated subcontractors that provide ongoing offshore operations and maintenance services under the EPC Services Contract, are recognized as falling within the scope of the bargaining unit resulting from the Certification Order dated April 16, 2003.

The Parties further agree and confirm that reference to the EPC Services Contract in this Memorandum of Understanding in no way incorporates by reference or otherwise, the terms or appendices of that contract into this agreement.

## MEMORANDUM OF UNDERSTANDING #2

### RE: UNION FUNDS

Effective September 30, 2016, the Company will no longer make remittance to the Health, Safety and Industrial Relations Training Fund ("HSIRTF")

Effective October 1, 2016, the Company will remit 5 cents (\$.05) for each full-time employee's regular hours of work to Paid Education Leave ("PEL"). The Union commits to maintain the principles and governance established with the HSIRTF for administration and reporting of PEL activities to the Company.

Effective October 1, 2016, the Company will remit 3 cents (\$.03) for each full-time employee's regular hours of work to the Canadian Community Fund ("CCF").

## MEMORANDUM OF UNDERSTANDING #3

### Unanticipated Layoff from Part-Time Employment

This is to confirm the parties agreement with respect to what happens should an employee be hired into a part-time role, and is subsequently laid off prior to working the minimum number of rotations to meet the definition of a part-time employee.

In the event that such a lay-off occurs the employee shall be entitled to payment at the casual day rate for each day worked less payment received for part-time base salary, offshore allowance, vacation pay, extra compensation and shift differential, and the employee will revert to casual status effective the date of lay-off from the part-time role.

In the event that the employee's compensation as a part-time employee is greater than what they would have received as a casual employee, no adjustment will be made, and the employee will revert to casual status effective the date of lay-off from the parttime role.

## MEMORANDUM OF UNDERSTANDING #4

### TNEO Contractors

The Terra Nova Employer's Organization (TNEO) agrees to provide Unifor notice that a tender has been issued that has the potential to see one of the existing TNEO contractors replaced by a new service provider.

Such notice will be provided within seven (7) days of an Invitation to Tender being issued.

In the event that a decision is made to change an existing TNEO contractor, the TNEO agrees to provide Unifor with at least forty-five (45) days notice prior to the effective date of the change.

The TNEO will provide an opportunity during this notice period for representatives of Unifor to meet with TNEO Representatives to discuss how potential impacts on employees can be addressed.

## MEMORANDUM OF UNDERSTANDING #5

This is to confirm the Parties' agreement in the event a Regular Full-Time or a Part-Time employee arrives late from the FPSO when demobilizing due to an approved Bereavement Leave, Family Responsibility Leave or Vacation Leave.

In the event that a late arrival occurs from the FPSO, a Regular Full Time or a Part Time employee will be eligible for Extra Compensation in accordance with the following:

- Arrival at the heliport from the FPSO between 12:00hrs and 18:00hrs qualifies for ½ Offshore Extra Compensation Rate; and,
- Arrival at the heliport from the FPSO after 18:00hrs qualifies for the Full Day Offshore Extra Compensation Rate.

Extra Compensation will be paid to Regular Full Time and Part Time Employees in accordance with the rates established in the respective Employer Appendix.

Arrival time by helicopter is defined as wheels down at the destination.

## MEMORANDUM OF UNDERSTANDING #6

### EMPLOYMENT SECURITY

During 2016 negotiations the company and the union agreed to standardize and improve employment security provisions as follows:

It is agreed that performance of work for the company by contractors will not cause the layoff of any employee in the bargaining unit. The parties agree the Union may request on a quarterly basis the number of contractors utilized and the total number of hours worked by such contractors.

Using existing forums (e.g. Union/Management Meetings), the parties will proactively discuss potential workforce changes or initiatives that may impact the workforce. The parties will explore options that could minimize any impact on current employees.

In the event of a plant closure, partial plant closure, technological change or change of methods or facilities which will involve a permanent workforce reduction of employees, the company shall give the union not less than six (6) months advance notice or statutory notice, whichever is greater, for such change or closure. After providing such notice, the parties will meet to consider all available methods to facilitate the planned workforce reductions through attrition. If these considerations fail to provide such workforce reduction within the notice period specified above or in circumstances where attrition is not an appropriate method of providing the required reduction, the parties will discuss other methods of reducing the workforce and minimizing the negative impact on employees affected.

The company shall train or retrain employees subject to layoff for job vacancies which exist at that time provided the employees have the basic qualification required for the job vacancy.

In the event that employees are downgraded solely due to a plant closure, partial plant closure, technological change or change of methods or facilities, rate protection will be provided as follows:

- o Employees who remain within their line of progression will have their existing rate maintained until the classification in which they are placed equals the protected rate.
- o Employees who are placed outside their line of progression will have their existing rate protected for one year.

To qualify for the above rate protection, employees must:

## APPENDICES

### Definitions and Sample Calculations

The following definitions apply to the Schedules of Wages attached in Appendices A through G inclusive:

**“Annual Onshore Base Salary”** is 2080 hours work per year at the appropriate hourly rate for the employee.

**“Annual Offshore Base Salary”** is annual onshore base salary plus 110 hours at double the appropriate hourly rate for the employee.

**“Daily Offshore Allowance”** is calculated at 2% of monthly offshore base salary for each day worked offshore. This allowance is not included in the base rate for the purpose of allowance, benefit and premium calculations. Vacation pay is calculated as a percentage of the offshore base salary only.

An example of typical wage calculation for Full Time and Part Time Employees is as follows:

<b>VESSEL CONTROL SYSTEM OPERATOR 2</b>		
As at October 1, 2005		2080 hours
Appropriate hourly rate	x	\$29.70
		<hr/>
Annual Onshore Base Salary (2,080 x \$29.70)		\$61,776.00
110 hours @ \$29.70 x 2		+ \$6,534.00
Annual Offshore Base Salary		<hr/> \$68,310.00
<b>OFFSHORE ALLOWANCE CALCULATION</b>		
Annual Offshore Base Salary		\$68,310.00
Months per year		-- 12
		<hr/>
Monthly		\$5,692.50
	x 2%	x
Daily Offshore Allowance		<hr/> \$113.85

- o Successfully complete any training, retraining program to which they are assigned.
- o Perform work to which they are assigned and qualified to perform.
- o Use normal bidding procedures whenever available to return to equal or better than their former classification.

Employees facing layoff as a result of plant closure, partial plant closure, technological change or change of methods or facilities, having the basic qualifications may be considered for transfer to another Unifor represented Suncor site. Transferred employees will be entitled to rate protection provided the protected rate in their classification is no greater than the corresponding classification of the new location. In preference to layoff, employees who have at least one year of service may request to accept severance pay and terminate their employment. Employees who remain on layoff for a period of twelve (12) months will receive severance pay and their employment will be terminated.

Where an employee is eligible for severance pay, the employee will receive severance pay based on:

Two weeks’ pay plus two weeks’ pay for each year of continuous service multiplied by 1.15, provided the employee has at least one year of continuous service. Severance pay for a partial year of service will be calculated on a prorated basis. A weeks’ pay shall equal 40 hours at the employee’s base hourly rate.

Lastly, the company will reimburse an employee for training and/or moving costs incurred within two years of termination to a maximum of two thousand dollars (\$2000), provided such expense is for the purpose of an outside employment opportunity, less any other training or moving subsidy available to the employee. Training costs will include registration, tuition fees, books and examination fees.

For the Company

For the Union

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Brad Droppo

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Jerry Dias

**APPENDIX A  
SUNCOR ENERGY – SCHEDULE OF WAGES**

A1.01 Suncor employees are paid bi-weekly. On each payday, Suncor will provide each employee with an electronic statement of wages paid and deductions made.

A1.02 Base Salary Schedule (Regular Full Time)

CLASSIFICATION	OCTOBER 1, 2016	OCTOBER 1, 2017	OCTOBER 1, 2018
	0%	2.0%	2.5%
Vessel Operator 1	\$73,066	\$74,528	\$76,392
Vessel Operator 2	\$78,641	\$80,214	\$82,220
Vessel Operator 3 - Crane Operator	\$90,741	\$92,556	\$94,870
Vessel Control System Operator 1	\$87,503	\$89,254	\$91,486
Vessel Control System Operator 2	\$97,477	\$99,427	\$101,913
Vessel Control System Operator 3	\$104,861	\$106,959	\$109,633
Production Operator 1	\$87,503	\$89,254	\$91,486
Production Operator 2	\$97,477	\$99,427	\$101,913
Production Operator 3	\$104,861	\$106,959	\$109,633
Production Operator 4	\$112,247	\$114,492	\$117,355
Maintenance Technician 1 - Material Controller	\$93,279	\$95,145	\$97,524
Maintenance Technician 2 - Radio Operator - Scheduler	\$99,565	\$101,557	\$104,096
Maintenance Technician 3	\$112,247	\$114,492	\$117,355
Maintenance Technician 4	\$119,632	\$122,025	\$125,076

Operators and Technicians will be placed in a classification according to job responsibilities, experience and qualifications as required by Suncor.

A1.03

Maintenance Technician 4 designation requires any combination of two or more of the following designations:

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**Mechanical** Inter-provincial Journeyperson Certificate (Industrial Mechanical Millwright) or Diploma in Mechanical Engineering Technology

---

**Electrical** Inter-provincial Journeyperson (Electrician) or Diploma in Electrical Engineering Technology

---

**Instrument** Inter-provincial Journeyperson (Instrumentation) or Diploma in Instrumentation Technology

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**Machinist** Inter-provincial Journeyperson Certificate

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Suncor will determine the number and combination of certifications recognized on the FPSO.

A1.04

Subject to the provisions of Article 16 Offshore Allowance will be paid to Regular Full Time Suncor employees.

A1.05 Extra Compensation

- (a) Subject to the provisions of Article 16, Regular Full Time Suncor employees will be eligible for Extra Compensation in accordance with the following:

CLASSIFICATION	OFFSHORE FULL DAY RATE	OFFSHORE 1/2 DAY RATE	ONSHORE FULL DAY RATE	ONSHORE 1/2 DAY RATE
Vessel Operator 1	\$750.00	\$375.00	\$500.00	\$250.00
Vessel Operator 2	\$850.00	\$425.00	\$567.00	\$283.50
Vessel Operator 3 - Crane Operator	\$850.00	\$425.00	\$567.00	\$283.50
Vessel Control System Operator 1	\$850.00	\$425.00	\$567.00	\$283.50
Vessel Control System Operator 2	\$950.00	\$475.00	\$633.00	\$316.50
Vessel Control System Operator 3	\$1,000.00	\$500.00	\$667.00	\$333.50
Production Operator 1	\$850.00	\$425.00	\$567.00	\$283.50
Production Operator 2	\$950.00	\$475.00	\$633.00	\$316.50
Production Operator 3	\$1,000.00	\$500.00	\$667.00	\$333.50
Production Operator 4	\$1,100.00	\$ 550.00	\$733.00	\$366.50
Maintenance Technician 1 - Material Controller	\$875.00	\$ 437.50	\$583.00	\$291.50
Maintenance Technician 2 - Radio Operator - Scheduler	\$950.00	\$475.00	\$633.00	\$316.50
Maintenance Technician 3	\$1,100.00	\$ 550.00	\$733.00	\$366.50
Maintenance Technician 4	\$1,100.00	\$ 550.00	\$ 733.00	\$366.50

- (b) Offshore Allowance will be paid in addition to the Offshore Extra Compensation Full Day Rates for each night spent on the FPSO or arrival at the heliport after midnight on day of demobilization.
- (c) Extra Compensation is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

- (d) Onshore extra compensation rates for a given day are calculated in accordance with the following:
- Approved time worked up to four (4) hours – ½ day extra compensation
  - Approved time worked beyond four (4) hours – full day extra compensation

AI.06 In accordance with Article 17 vacation pay is calculated as follows:

LENGTH OF SERVICE WITH SUNCOR	% OF OFFSHORE BASE SALARY
1 year but less than 10	6%
10 years but less than 19	8%
19 years but less than 25	10%
25 years of service and each year thereafter	12%

Vacation Pay is not included in the base salary rate for the purpose of calculation of premiums, allowances and benefits.



A 1.07 Time worked on day of demobilization

- (a) Subject to the provisions of Article 16.08, Regular Full Time Suncor employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017 2.0%	OCTOBER 1, 2018 2.5%
Vessel Operator 1	\$95.90	\$97.82	\$100.26
Vessel Operator 2	\$103.22	\$105.28	\$107.91
Vessel Operator 3 - Crane Operator	\$119.10	\$121.48	\$124.52
Vessel Control System Operator 1	\$114.85	\$117.14	\$120.07
Vessel Control System Operator 2	\$127.94	\$130.50	\$133.76
Vessel Control System Operator 3	\$137.63	\$140.38	\$143.89
Production Operator 1	\$114.85	\$117.14	\$120.07
Production Operator 2	\$127.94	\$130.50	\$133.76
Production Operator 3	\$137.63	\$140.38	\$143.89
Production Operator 4	\$147.32	\$150.27	\$154.03
Maintenance Technician 1 - Material Controller	\$122.43	\$124.88	\$128.00
Maintenance Technician 2 - Radio Operator - Scheduler	\$130.68	\$133.29	\$136.62
Maintenance Technician 3	\$147.32	\$150.27	\$154.03
Maintenance Technician 4	\$157.02	\$160.16	\$164.16

APPENDIX AI –

PRODUCTION & VESSEL CONTROL PROMOTION

Production Promotion:

Minimum Time in the Job  
by an Employee in a Regular 21 Day  
On/Off Rotation Schedule

Progression Criteria

6 months	Production Operator 1 (New Hire, Competent – Forward or Aft Machinery Area)
	(has 3rd or 4th class Marine Engineer, 4th class Stationary Engineer, 3rd or 4th class Power Engineer, or equivalent)
6 months	Production Operator 2 (Competent – Forward Machinery Area and Aft Machinery Area)
6 months	Production Operator 3 (Competent – Forward Machinery Area, Aft Machinery Area and Process Machinery Area)
6 months	Production Operator 4 (Competent – Central Control Room Operator)

All Production Operators are required to acquire Production Operator 3 level as a condition of continued employment and will therefore be required to rotate through the three (3) operating areas as stated above.

Employees may be eligible for assignment to another operating area when management determines that there is a vacancy or opportunity for rotation within the three (3) operating areas as stated above.

Employees will be eligible to receive the higher job classification rate provided they possess the necessary qualifications, have completed all Standard Operating Procedures, Critical Practices and Procedures, have demonstrated operating experience and have successfully completed the assessments for the area as defined by Suncor.

Management shall have the discretion to appoint individuals above the Production Operator 1 rate. Management shall have the right to move individuals through the Production Operator levels (1 to 4) in less than the time requirements stated above based on the individual's experience and competencies.

**Vessel Control Promotion:  
Minimum Time in the Job  
by an Employee in a Regular 21 Day  
On/Off Rotation Schedule**

	Progression Criteria
6 months	Vessel Control Operator 1 (has Watchkeeping Mate Certificate and is in training on Vessel Control System)
6 months	Vessel Control Operator 2 (has Watchkeeping Mate Certificate and is Competent in Vessel Control System) OR (has First Mate Intermediate Voyage (ocean navigation 2) and is in training on Vessel Control System)
6 months	Vessel Control Operator 3 (has First Mate Intermediate Voyage (ocean navigation 2) and is Competent in Vessel Control System)

Employees may be eligible for promotion when management determines that there is a vacancy.

Employees will be eligible to receive the higher job classification rate provided they possess the necessary qualifications, have completed all Standard Operating Procedures, Critical Practices and Procedures, have demonstrated operating experience and have successfully completed the assessments as defined by Suncor.

Management shall have the discretion to appoint individuals above the Vessel Control Operator 1 rate. Management shall have the right to move individuals through Vessel Control Operator levels (1 to 3) in less than the time requirements stated above based on the individual's experience and competencies.

**APPENDIX B  
EAST COAST CATERING – SCHEDULE OF WAGES**

B1.01 East Coast Catering Ltd. (hereinafter called "ECC") employees are paid bi-weekly. On each payday, ECC will provide each employee with a statement of wages paid and deductions.

B1.02 (a) Base Salary Schedule (Regular Full Time and Part Time)

CLASSIFICATION	OCTOBER 1, 2016	OCTOBER 1, 2017	OCTOBER 1, 2018
	0%	2.0%	2.5%
Steward	\$55,904	\$57,023	\$58,449
Assistant Chef	\$63,190	\$64,454	\$66,066
Chef	\$73,635	\$75,108	\$76,986

(b) Offshore Day Rate Schedule (Casual)

CLASSIFICATION	OCTOBER 1, 2016	OCTOBER 1, 2017	OCTOBER 1, 2018
	0%	2.0%	2.5%
Steward	\$353	\$361	\$371
Assistant Chef	\$408	\$417	\$428
Chef	\$483	\$493	\$506

B1.03 Subject to the provisions of Article 16 Offshore Allowance will be paid to Regular Full Time and Part Time ECC employees.

B1.04 Extra Compensation

(a) Subject to the provisions of Article 16, Regular Full Time and Part Time ECC employees will be eligible for Extra Compensation in accordance with the following:

CLASSIFICATION	OFFSHORE FULL DAY RATE	OFFSHORE 1/2 DAY RATE	ONSHORE FULL DAY RATE	ONSHORE 1/2 DAY RATE
	Steward	\$750.00	\$375.00	\$500.00
Assistant Chef	\$750.00	\$375.00	\$500.00	\$250.00
Chef	\$750.00	\$375.00	\$500.00	\$250.00

(b) Offshore Allowance will be paid in addition to the Offshore Extra Compensation Full Day Rates for each night spent on

the FPSO or arrival at the heliport after midnight on day of demobilization.

(c) Extra Compensation is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

(d) Onshore extra compensation rates for a given day are calculated in accordance with the following:

- Approved time worked up to four (4) hours – ½ day extra compensation

- Approved time worked beyond four (4) hours – full day extra compensation

B1.05 (a) In accordance with Article 17, ECC recognizes and pays annual vacation as 6% of the offshore base salary to Regular Full Time and Part Time employees. Vacation pay is not included in the base salary rate for the purpose of calculation of premiums, allowances and benefits.

(b) Vacation Pay is included in the Day Rate paid to Casual employees.

B1.06 Time worked on day of demobilization

(a) Subject to the provisions of Article 16.08, Regular Full Time and Part Time ECC employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017	OCTOBER 1, 2018
		2.0%	2.5%
Steward	\$73.37	\$74.84	\$76.71
Assistant Chef	\$82.94	\$84.60	\$86.71
Chef	\$96.65	\$98.58	\$101.04

(b) Subject to the provisions of Article 16.04(c), Casual ECC employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017	OCTOBER 1, 2018
		2.0%	2.5%
Steward	\$60.01	\$61.21	\$62.74
Assistant Chef	\$69.36	\$70.75	\$72.52
Chef	\$82.11	\$83.75	\$85.85

**APPENDIX C  
LIEBHERR CANADA – SCHEDULE OF WAGES**

C1.01 Liebherr Canada (hereinafter called “Liebherr”) employees are paid bi-weekly. On each payday, Liebherr will provide each employee with a statement of wages paid and deductions.

C1.02 (a) Base Salary Schedule (Regular Full Time & Part Time)

<b>CLASSIFICATION</b>	<b>OCTOBER 1, 2016</b>	<b>OCTOBER 1, 2017</b>	<b>OCTOBER 1, 2018</b>
	<b>0%</b>	<b>2.0%</b>	<b>2.5%</b>
Crane Operator	\$90,741	\$92,556	\$94,870

(b) Offshore Day Rate Schedule (Casual)

<b>CLASSIFICATION</b>	<b>OCTOBER 1, 2016</b>	<b>OCTOBER 1, 2017</b>	<b>OCTOBER 1, 2018</b>
	<b>0%</b>	<b>2.0%</b>	<b>2.5%</b>
Relief Crane Operator	\$590	\$602	\$618

C1.03 Subject to the provisions of Article 16 Offshore Allowance will be paid to Regular Full Time and Part Time Liebherr employees

C1.04 Extra Compensation

(a) Subject to the provisions of Article 16, Regular Full Time and Part Time Liebherr employees will be eligible for Extra Compensation in accordance with the following:

<b>CLASSIFICATION</b>	<b>OFFSHORE FULL DAY RATE</b>	<b>OFFSHORE 1/2 DAY RATE</b>	<b>ONSHORE FULL DAY RATE</b>	<b>ONSHORE 1/2 DAY RATE</b>
Crane Operator	\$850.00	\$425.00	\$567.00	\$283.50

(b) Offshore Allowance will be paid in addition to the Offshore Extra Compensation Full Day Rates for each night spent on the FPSO or arrival at the heliport after midnight on day of demobilization.

(c) Extra Compensation is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

(d) Onshore extra compensation rates for a given day are calculated in accordance with the following:

- Approved time worked up to four (4) hours – ½ day extra compensation
- Approved time worked beyond four (4) hours – full day extra compensation

C1.05 (a) In accordance with Article 17, Liebherr recognizes and pays annual vacation as 6% of the offshore base salary to Regular Full Time and Part Time employees. Vacation Pay is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

(b) Vacation Pay is included in the Day Rate paid to Casual employees.

C1.06 Time worked on day of demobilization

(a) Subject to the provisions of Article 16.08, Regular Full Time and Part Time Liebherr employees will be eligible for the following:

<b>CLASSIFICATION</b>	<b>OCTOBER 1, 2016</b>	<b>OCTOBER 1, 2017</b>	<b>OCTOBER 1, 2018</b>
	<b>0%</b>	<b>2.0%</b>	<b>2.5%</b>
Crane Operator	\$119.10	\$121.48	\$124.52

(b) Subject to the provisions of Article 16.04(c), Casual Liebherr employees will be eligible for the following:

<b>CLASSIFICATION</b>	<b>OCTOBER 1, 2016</b>	<b>OCTOBER 1, 2017</b>	<b>OCTOBER 1, 2018</b>
	<b>0%</b>	<b>2.0%</b>	<b>2.5%</b>
Relief Crane Operator	\$100.30	\$102.31	\$104.86

**APPENDIX D  
BAKER HUGHES CANADA – SCHEDULE OF WAGES**

D1.01 Baker Hughes Canada (hereinafter called “Baker”) employees are paid bi-weekly. On each payday, Baker will provide each employee with a statement of wages paid and deductions.

D1.02 (a) Base Salary Schedule (Regular Full Time & Part Time)

CLASSIFICATION	OCTOBER 1, 2016	OCTOBER 1, 2017	OCTOBER 1, 2018
	0%	2.0%	2.5%
Laboratory Technician	\$96,429	\$98,358	\$100,817

(b) Offshore Day Rate Schedule (Casual)

CLASSIFICATION	OCTOBER 1, 2016	OCTOBER 1, 2017	OCTOBER 1, 2018
	0%	2.0%	2.5%
Laboratory Technician	\$652	\$666	\$683

D1.03 Subject to the provisions of Article 16 Offshore Allowance will be paid to Regular Full Time and Part Time Baker employees.

D1.04 Extra Compensation

(a) Subject to the provisions of Article 16, Regular Full Time and Part Time Baker employees will be eligible for Extra Compensation in accordance with the following:

CLASSIFICATION	OFFSHORE FULL DAY RATE	OFFSHORE 1/2 DAY RATE	ONSHORE FULL DAY RATE	ONSHORE 1/2 DAY RATE
	Laboratory Technician	\$950.00	\$475.00	\$633.00

(b) Offshore Allowance will be paid in addition to the Offshore Extra Compensation Full Day Rates for each night spent on the FPSO or arrival at the heliport after midnight on day of demobilization.

(c) Extra Compensation is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

(d) Onshore extra compensation rates for a given day are calculated in accordance with the following:

- Approved time worked up to four (4) hours – ½ day extra compensation
- Approved time worked beyond four (4) hours – full day extra compensation

D1.05 (a) In accordance with Article 17, Baker recognizes and pays annual vacation as 6% of the offshore base salary. Vacation Pay is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

(b) Vacation Pay is included in the Day Rate paid to Casual employees.

D1.06 Time worked on day of demobilization

(a) Subject to the provisions of Article 16.08, Regular Full Time and Part Time Baker employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017	OCTOBER 1, 2018
		2.0%	2.5%
Laboratory Technician	\$126.56	\$129.09	\$132.32

(b) Subject to the provisions of Article 16.04(c), Casual Baker employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017	OCTOBER 1, 2018
		2.0%	2.5%
Laboratory Technician	\$110.84	\$113.06	\$115.88

**APPENDIX E  
WOOD – SCHEDULE OF WAGES**

E1.01 Wood employees are paid bi-weekly. On each payday, Wood will provide each employee with a statement of wages paid and deductions.

E1.02 (a) Base Salary Schedule (Part Time)

CLASSIFICATION	OCTOBER 1, 2016	OCTOBER 1, 2017	OCTOBER 1, 2018
	0%	2.0%	2.5%
Production Technician	\$95,389	\$97,297	\$99,730
Electrical Technician	\$108,584	\$110,756	\$113,525
Instrumentation Technician	\$108,584	\$110,756	\$113,525
Mechanical Technician	\$108,584	\$110,756	\$113,525
Material Controller	\$83,488	\$85,158	\$87,287
Vessel Operator	\$70,387	\$71,795	\$73,590
Scheduler	\$101,790	\$103,826	\$106,422
Telecommunications Tech	\$108,584	\$110,756	\$113,525
Radio Operator	\$101,790	\$103,826	\$106,422
VCS Operator	\$87,805	\$89,562	\$91,802

b) Offshore Day Rate Schedule (Casual)

CLASSIFICATION	OCTOBER 1, 2016	OCTOBER 1, 2017	OCTOBER 1, 2018
	0%	2.0%	2.5%
Production Technician	\$734	\$749	\$768
Electrical Technician	\$835	\$852	\$874
Instrumentation Technician	\$835	\$852	\$874
Mechanical Technician	\$835	\$852	\$874
Material Controller	\$656	\$670	\$687
Vessel Operator	\$541	\$552	\$566
Scheduler	\$782	\$798	\$818
Telecommunications Tech	\$835	\$852	\$874
Radio Operator	\$782	\$798	\$818
VCS Operator	\$674	\$688	\$706

E1.03 Subject to the provisions of Article 16 Offshore Allowance will be paid to Part Time Wood employees.

E1.04 Extra Compensation

(a) Subject to the provisions of Article 16, Part Time Wood employees will be eligible for Extra Compensation in accordance with the following:

CLASSIFICATION	OFFSHORE	OFFSHORE	ONSHORE	ONSHORE
	FULL DAY RATE	1/2 DAY RATE	FULL DAY RATE	1/2 DAY RATE
Production Technician	\$875.00	\$437.50	\$583.00	\$291.50
Electrical Technician	\$1,000.00	\$500.00	\$667.00	\$333.50
Instrumentation Technician	\$1,000.00	\$500.00	\$667.00	\$333.50
Mechanical Technician	\$1,000.00	\$500.00	\$667.00	\$333.50
Material Controller	\$850.00	\$425.00	\$567.00	\$283.50
Vessel Operator	\$750.00	\$375.00	\$500.00	\$250.00
Scheduler	\$1,000.00	\$500.00	\$667.00	\$333.50
Telecommunications Tech	\$1,000.00	\$500.00	\$667.00	\$333.50
Radio Operator	\$1,000.00	\$500.00	\$667.00	\$333.50
VCS Operator	\$850.00	\$425.00	\$567.00	\$283.50

(b) Offshore Allowance will be paid in addition to the Offshore Extra Compensation Full Day Rates for each night spent on the FPSO or arrival at the heliport after midnight on day of demobilization.

(c) Extra Compensation is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

(d) Onshore extra compensation rates for a given day are calculated in accordance with the following:

- Approved time worked up to four (4) hours – ½ day extra compensation
- Approved time worked beyond four (4) hours – full day extra compensation

E1.05 (a) In accordance with Article 17, Wood recognizes and pays annual vacation as 6% of the offshore base salary to Part Time employees. Vacation Pay is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

(b) Vacation Pay is included in the Day Rate paid to Casual employees.

E1.06 Time worked on day of demobilization

(a) Subject to the provisions of Article 16.08 Part Time Wood employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017	OCTOBER 1, 2018
		2.0%	2.5%
Production Technician	\$125.20	\$127.70	\$130.89
Electrical Technician	\$142.52	\$145.37	\$149.00
Instrumentation Technician	\$142.52	\$145.37	\$149.00
Mechanical Technician	\$142.52	\$145.37	\$149.00
Material Controller	\$109.58	\$111.77	\$114.56
Vessel Operator	\$92.38	\$94.23	\$96.59
Scheduler	\$133.60	\$136.27	\$139.68
Telecommunications Tech	\$142.52	\$145.37	\$149.00
Radio Operator	\$133.60	\$136.27	\$139.68
VCS Operator	\$115.24	\$117.55	\$120.49

(b) Subject to the provisions of Article 16.04(c), Casual Wood employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017	OCTOBER 1, 2018
		2.0%	2.5%
Production Technician	\$124.78	\$127.28	\$130.46
Electrical Technician	\$141.95	\$144.79	\$148.41
Instrumentation Technician	\$141.95	\$144.79	\$148.41
Mechanical Technician	\$141.95	\$144.79	\$148.41
Material Controller	\$111.52	\$113.75	\$116.59
Vessel Operator	\$91.97	\$93.81	\$96.15
Scheduler	\$132.94	\$135.60	\$138.99
Telecommunications Tech	\$141.95	\$144.79	\$148.41
Radio Operator	\$132.94	\$135.60	\$138.99
VCS Operator	\$114.58	\$116.87	\$119.79

**APPENDIX F**

**MAGNA SERVICES LIMITED – SCHEDULE OF WAGES**

F1.01 Magna Services Limited (hereinafter called “Magna”) employees are paid weekly. On each payday, Magna will provide each employee with a statement of wages paid and deductions.

F1.02 (a) Base Salary Schedule (Part Time)

CLASSIFICATION	OCTOBER 1, 2016	OCTOBER 1, 2017	OCTOBER 1, 2018
	0%	2.0%	2.5%
Pipefitter/Boilermaker	\$108,584	\$110,756	\$113,525
Electrician	\$108,584	\$110,756	\$113,525
Instrumentation Technician	\$108,584	\$110,756	\$113,525
Mechanic/Millwright	\$108,584	\$110,756	\$113,525

(b) Offshore Day Rate Schedule (Casual)

CLASSIFICATION	OCTOBER 1, 2016	OCTOBER 1, 2017	OCTOBER 1, 2018
	0%	2.0%	2.5%
Pipefitter/Boilermaker	\$835	\$852	\$874
Electrician	\$835	\$852	\$874
Instrumentation Technician	\$835	\$852	\$874
Mechanic/Millwright	\$835	\$852	\$874

F1.03 Subject to the provisions of Article 16 Offshore Allowance will be paid to Part Time Magna employees.

F1.04 Extra Compensation

(a) Subject to the provisions of Article 16, Part Time Magna employees will be eligible for Extra Compensation in accordance with the following:

CLASSIFICATION	OFFSHORE FULL DAY RATE	OFFSHORE 1/2 DAY RATE	ONSHORE FULL DAY RATE	ONSHORE 1/2 DAY RATE
	Pipefitter/Boilermaker	\$1000.00	\$500.00	\$667.00
Electrician	\$1000.00	\$500.00	\$667.00	\$333.50
Instrumentation Technician	\$1000.00	\$500.00	\$667.00	\$333.50
Mechanic/Millwright	\$1000.00	\$500.00	\$667.00	\$333.50

(b) Offshore Allowance will be paid in addition to the Offshore Extra Compensation Full Day Rates for each night spent on the FPSO or arrival at the heliport after midnight on day of demobilization.

(c) Extra Compensation is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

(d) Onshore extra compensation rates for a given day are calculated in accordance with the following:

- Approved time worked up to four (4) hours – ½ day extra compensation
- Approved time worked beyond four (4) hours – full day extra compensation

F1.05 (a) In accordance with Article 17, Magna recognizes and pays annual vacation as 6% of the offshore base salary to Part Time employees. Vacation Pay is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.

(b) Vacation Pay is included in the Day Rate paid to Casual employees.



F1.06 Time worked on day of demobilization

- (a) Subject to the provisions of Article 16.08 Part Time Magna employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017 2.0%	OCTOBER 1, 2018 2.5%
Pipefitter/Boilermaker	\$142.52	\$145.37	\$149.00
Electrician	\$142.52	\$145.37	\$149.00
Instrumentation Technician	\$142.52	\$145.37	\$149.00
Mechanic/Millwright	\$142.52	\$145.37	\$149.00

- (b) Subject to the provisions of Article 16.04(c), Casual Magna employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017 2.0%	OCTOBER 1, 2018 2.5%
Pipefitter/Boilermaker	\$141.95	\$144.79	\$148.41
Electrician	\$141.95	\$144.79	\$148.41
Instrumentation Technician	\$141.95	\$144.79	\$148.41
Mechanic/Millwright	\$141.95	\$144.79	\$148.41

**APPENDIX G  
CROSBIE SALAMIS LIMITED – SCHEDULE OF WAGES**

- G1.01 Crosbie Salamis Limited (hereinafter called “Crosbie Salamis”) employees are paid weekly. On each payday, Crosbie Salamis will provide each employee with a statement of wages paid and deductions.

- G1.02 (a) Base Salary Schedule (Part Time)

CLASSIFICATION	OCTOBER 1, 2016 0%	OCTOBER 1, 2017 2.0%	OCTOBER 1, 2018 2.5%
Insulator	\$94,502	\$96,393	\$98,803
Painter	\$94,502	\$96,393	\$98,803
Scaffolder	\$94,502	\$96,393	\$98,803
Rigger	\$94,502	\$96,393	\$98,803
Abseiler	\$94,502	\$96,393	\$98,803
Deck Crew	\$64,501	\$65,792	\$67,437

- (b) Offshore Day Rate Schedule (Casual)

CLASSIFICATION	OCTOBER 1, 2016 0%	OCTOBER 1, 2017 2.0%	OCTOBER 1, 2018 2.5%
Insulator	\$734	\$749	\$768
Painter	\$734	\$749	\$768
Scaffolder	\$734	\$749	\$768
Rigger	\$734	\$749	\$768
Abseiler	\$734	\$749	\$768
Deck Crew	\$473	\$483	\$496

- G1.03 Subject to the provisions of Article 16 Offshore Allowance will be paid to Part Time Crosbie Salamis employees.

G1.04 Extra Compensation

- (a) Subject to the provisions of Article 16, Part Time Crosbie Salmis employees will be eligible for Extra Compensation in accordance with the following:

CLASSIFICATION	OFFSHORE	OFFSHORE	ONSHORE	ONSHORE
	FULL DAY RATE	1/2 DAY RATE	FULL DAY RATE	1/2 DAY RATE
Insulator	\$875.00	\$437.50	\$583.00	\$291.50
Painter	\$875.00	\$437.50	\$583.00	\$291.50
Scaffolder	\$875.00	\$437.50	\$583.00	\$291.50
Rigger	\$875.00	\$437.50	\$583.00	\$291.50
Abseilor	\$875.00	\$437.50	\$583.00	\$291.50
Deck Crew	\$750.00	\$375.00	\$500.00	\$250.00

- (b) Offshore Allowance will be paid in addition to the Offshore Extra Compensation Full Day Rates for each night spent on the FPSO or arrival at the heliport after midnight on day of demobilization.
- (c) Extra Compensation is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.
- (d) Onshore extra compensation rates for a given day are calculated in accordance with the following:
- Approved time worked up to four (4) hours – ½ day extra compensation
  - Approved time worked beyond four (4) hours – full day extra compensation

- G1.05 (a) In accordance with Article 17, Crosbie Salmis recognizes and pays annual vacation as 6% of base offshore salary to Part Time employees. Vacation Pay is not included in the base rate for the purpose of calculation of premiums, allowances and benefits.
- (b) Vacation Pay is included in the Day Rate paid to Casual employees.

G1.06 Time worked on day of demobilization

- (c) Subject to the provisions of Article 16.08 Part Time Crosbie Salmis employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017	OCTOBER 1, 2018
		2.0%	2.5%
Insulator	\$124.03	\$126.51	\$129.68
Painter	\$124.03	\$126.51	\$129.68
Scaffolder	\$124.03	\$126.51	\$129.68
Rigger	\$124.03	\$126.51	\$129.68
Abseiler	\$124.03	\$126.51	\$129.68
Deck Crew	\$84.66	\$86.35	\$88.51

- (b) Subject to the provisions of Article 16.04(c), Casual Crosbie Salmis employees will be eligible for the following:

CLASSIFICATION	DATE OF RATIFICATION	OCTOBER 1, 2017	OCTOBER 1, 2018
		2.0%	2.5%
Insulator	\$124.78	\$127.28	\$130.46
Painter	\$124.78	\$127.28	\$130.46
Scaffolder	\$124.78	\$127.28	\$130.46
Rigger	\$124.78	\$127.28	\$130.46
Abseiler	\$124.78	\$127.28	\$130.46
Deck Crew	\$80.41	\$82.02	\$84.07

**APPENDIX H  
TRAVEL EXPENSES**

<b>Hotels</b>	Reasonable receipted hotel expenses to a maximum of \$175.00 CDN per night (tax excluded) for pre-approved duration.
<b>Meals</b>	Applicable receipted meal expenses to a maximum of \$70.00 per day as outlined: Breakfast – \$15.00 Lunch – \$20.00 Dinner – \$35.00
<b>Mileage</b>	Reimbursed at a rate of \$0.54/km travelled
<b>Taxis</b>	Applicable receipted expenses
<b>Parking</b>	Receipted parking expenses to a maximum of \$60.00 per month

**Training / Pre-Approved Travel on Employer Business**

**In Province Travel**

Regular Full-Time, Part-Time and Casual employees required to travel more than 200 kilometres from their permanent place of residence to the training location will be eligible to claim the following expenses:

- Mileage to and from the training location to a maximum of 200 km each way
- Receipted hotel room expenses
- Receipted meal expenses for breakfast, lunch & dinner

Regular Full-Time, Part-Time and Casual employees required to travel more than 200 kilometres from their permanent place of residence to the training location may opt to drive to and from training each day, where practical to do so, and be eligible to claim the following expenses:

- Mileage to a maximum of 200 km each way
- Receipted lunch expenses

Regular Full-Time, Part-Time and Casual employees who reside within 200 kilometres of the training location will be eligible to claim the following expenses:

- Mileage to a maximum of 200 km each way
- Receipted lunch expenses

**Out of Province Travel**

Regular Full-Time, Part-Time and Casual employees who are required to travel outside the province for training or other employer approved business will be reimbursed for pre-approved expenses which will be established prior to departure.

**Employer Required Medicals**

Regular Full-Time, Part-Time and Casual employees will be eligible to claim the following expenses:

- Mileage to a maximum of 200 km each way

**Modified Duties (onshore)**

Regular Full-Time and Part-Time Employees who are required to travel more than 200 kilometres to St. John's and require accommodations in the area the following will be eligible for reimbursement:

- Mileage to and from the work location to a maximum of 200 km each way
- Receipted hotel room expenses
- Receipted meal expenses for breakfast, lunch & dinner
- Receipted parking expenses where required\*

*\* Employees would be expected to utilize hotel parking and walk to Scotia Centre if staying at a hotel in the downtown area.*

Regular Full-Time and Part-Time Employees who reside more than 200 kilometres from St. John's, and opt to drive to and from work each day, shall be eligible to claim the following expenses:

- Mileage to a maximum of 200 km each way
- Receipted parking expenses

Regular Full-Time and Part-Time Employees who reside within 200 kilometres of St. John's shall be eligible to claim the following expenses:

- Mileage to a maximum of 200 km each way
- Receipted parking expenses

### **Late Arrival (from offshore)**

Hotel and/or taxis may be available for late arrivals from the FPSO. Expenses must be pre-approved by offshore leadership. Without limiting the scope of what may be considered, offshore leadership may consider any of the following factors:

- time of day
- weather
- distance to travel
- last shift worked
- method of travel (helicopter/vessel)