

COLLECTIVE AGREEMENT

Between

CAHILL FABRICATION STRUCTURAL

And

**FISH, FOOD & ALLIED WORKERS
(FFAW/UNIFOR)**

Effective

September 5, 2022

to

September 4, 2027

Contents

Article 1 - Purpose	3
Article 2 - Recognition	3
Article 3 - Union Security and Checkoff	3
Article 4 - Sub-Contracting	4
Article 5 - Strikes and Lockouts	4
Article 6 - Management Rights.....	5
Article 7 - Employee Rights	5
Article 8 - Union Officers	5
Article 9 - Working Conditions	6
Article 10 - Classifications and Wages.....	7
Article 11 - Grievance and Discipline Procedure.....	9
Article 12 - Arbitration.....	10
Article 13 - Hours of Work and Overtime.....	11
Article 14 - Statutory Holidays.....	12
Article 15 - Vacation	13
Article 16 - Reporting or Call-out Pay.....	13
Article 17 - Shift Work	14
Article 18 - Seniority	15
Article 19 - Health & Welfare	16
Article 20 - Leave of Absence	17
Article 21 - Offshore Work	18
Article 22 - Health, Safety, Tools and Equipment	18
Article 23 - Transportation	19
Article 24 - Labour Management Committee	20
Article 25 - Duration	20
SCHEDULE 'A'	21
Signing Page.....	22

Article 1 - Purpose

1:01 The purpose of this Agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions, to insure uniform interpretation and application in the administration of this collective agreement with speedy and equitable adjustment, and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto to the end that the parties are assured of complete continuity of operation and that industrial peace is maintained without slowdown or interruption of any kind and the efficiency of the operation is promoted and enhanced.

Article 2 - Recognition

2:01 The Company recognizes the Union as the sole and exclusive bargaining agent for its employees at the Torbay Road facility, the Argentinia Plant (Bldg 305, Argentinia), save and except Management, Office Staff, Non-working Foreperson, and those above the ranks of Non-working Foreperson.

2:02 Supervisory personnel and persons excluded from the bargaining unit shall not perform work within the bargaining unit. It is understood that the above mentioned excluded persons will not perform the job of an employee of the bargaining unit except:

- (a) for the purpose of demonstration or instruction;
- (b) when no available member of the bargaining unit is capable of performing the work.

2:03 The Company will not make any individual agreement(s) with any member of the bargaining unit directly or indirectly in conflict with the provisions of this Agreement.

Article 3 - Union Security and Checkoff

3:01 The Company will give preference of employment to union members except for those who have quit or who have been dismissed.

3:02 It is to be a condition of employment that perspective employees, not already union members, sign application forms to join the union prior to commencement of work with the Company and that the Company upon hiring shall deduct from the wages of such employees the initiation fee, the union dues, on a weekly basis as advised by



the Secretary-Treasurer of the Fish, Food and Allied Workers/Canadian Auto Workers in accordance with their Constitution.

3:03 Special assessments will only be implemented following acceptance by the membership by secret ballot vote, as required by the FFAW/UNIFOR Constitution, Article XII, Section 7(i). Following such vote, the Company will be notified by the local executive as to the amount of the deduction.

3:04 The amounts deducted under 3:02 and 3:03 above will be forwarded to the provincial office of the Fish, Food & Allied Workers/ UNIFOR no later than the fifteenth of each month. The Company will include the amount deducted for union dues on T4 Slips.

3:05 The Company shall make it a condition of employment that every employee who is now a member or hereafter becomes a member of the Union shall maintain membership therein.

Article 4 - Sub-Contracting

4:01 The Company agrees to keep sub-contracting to a minimum, but it is recognized that certain technologies, capacities and skills are not readily available to the Company to produce certain components of any particular job or project. As a result, in order to acquire those jobs or retain them, the Company requires flexibility to determine whether such components can be efficiently manufactured or fabricated in the Company's facility by its own forces, or whether they should be sub-contracted. The Company agrees, as requested by the Union, to review such decisions to sub-contact with the Union indicating the reasons therefore and seeking input to be used in future decisions. The Company agrees not to engage in the practice of double-breasting and agrees not to sub-contract any work for the purpose of avoiding unionized labour.

Article 5 - Strikes and Lockouts

5:01 The Union agrees that during the term of this Agreement, it will not authorize, promote, direct, encourage or condone any strike, slowdown or other curtailment or restriction of production by employees. The Company agrees that it will not lockout any of its employees during the term of this Agreement.



Article 6 - Management Rights

6:01 The Union recognizes and acknowledges that it is the exclusive function and responsibility of the employer subject to the terms of this agreement to operate and manage its business in all respects in accordance with its responsibilities and commitments.

Article 7 - Employee Rights

7:01 Any disciplinary action taken by the employer with respect to an employee may be subject to the grievance procedure set out in this agreement.

7:02 No discrimination will be exercised in the employment, retention, or working conditions of an employee because of membership in the Union or for accepting positions, serving on committees or representing the employees covered by this agreement, or on grounds of colour, sex, age, sexual orientation, physical disability or political or religious affiliation.

7:03 A member of the local executive shall receive a copy of any written warning to an employee. The record of any disciplinary action shall not be referred to or used against an employee after a period of twenty-four (24) calendar months during which time no disciplinary action has been taken, and any record of disciplinary action shall be removed from the employee's personal file.

Article 8 - Union Officers

8:01 The Union shall appoint or elect, and the Company shall recognize and meet with such officers and stewards who are employees of the company, as are necessary to administer adequately this collective agreement.

8:02 The Union will keep the Company advised in writing of the employees who are to act as official representatives of their membership to deal with management in matters pertaining to the proper administration of the agreement during its term.

8:03 Union officers will be permitted to leave their regular duties during working hours, with no loss of pay or benefits, in order to deal with local unit administration of the collective agreement or investigation of grievances or complaints, provided they first obtain permission of management. Such permission shall not be unreasonably withheld.



8:04 Union officers will be granted leave of absence without pay for the purposes of attending union functions and with pay for meetings with management to negotiate renewal of the collective agreement provided they first obtain permission of management. Such permission shall not be unreasonably withheld. During such absence, vacation and seniority rights shall continue to accumulate.

8:05 The staff representative or other official representative employed full or part-time by the Union will be allowed access to the premises during working hours to conduct necessary union business. The service representative or union official shall first notify management of their presence and indicate the nature of their business. They shall not disrupt normal company operations.

8:06 The Company will contribute to the FFAW/UNIFOR the following amount for education leave:

- 2 cents per hour per employee.

The Company agrees to remit this amount to the FFAW/UNIFOR on a quarterly basis.

8:07 Where estimated shop hours on a new project exceed 3,000 hours, the Company agrees to discuss with the union executive, the details of manpower requirements, required tickets and health & safety issues associated with the project.

Article 9 - Working Conditions

9:01 The Company agrees to provide and maintain the following working conditions;

- (a) Adequate, suitable and modern toilet facilities;
- (b) Adequate, cool, clean drinking water;
- (c) Adequate ventilation in all places;
- (d) Suitable heat for lunchroom and working areas.
- (e) When there are 40 or more employees, there will be a labourer assigned to clean the lunchroom daily.

9:02 The Company will ensure that the lunchroom is cleaned properly every day. Employees are expected to co-operate in keeping the lunchroom clean by removing all garbage and placing it in the containers provided.

9:03 When an employee is engaged in fitting, welding, or burning of stainless, chrom-moly, galvanized metals and aluminium metals, they shall be provided with a respirator.

9:04 Adequate washrooms to be provided for all employees.

9:05 All employees required to work overtime for a period of two (2) hours or more shall be issued a meal ticket to the value of \$15.00. Employees given notification of overtime during the previous day will not be eligible for the allowance.

9:06 Following twelve (12) months accumulated service, the company will issue one (1) pair of coveralls every 400 hours of regular work to a maximum of **five (5)** sets per year. Coveralls will be issued on or about March 15th, June 15th, September 15th and December 15th. The December 15th issue will be insulated.

The Company will provide, for employees with more than five (5) years service, a \$150.00 boot allowance per calendar year. All labourers engaged in painting to receive two (2) pairs per year. The painters will receive **\$150.00** and a free issue each calendar year. The Company agrees to provide a better quality work glove. The Company agrees to provide respirators.

9:07 (a) The Company agrees to provide four (4) complete sets of helmet and blast suits with three (3) sets personally assigned and one (1) set designated for temporary assignment.

(b) The Company will ensure an adequate number of hard hats.

(c) The Company agrees to provide the following for prescription safety glasses to employees every two years. Employees with 2 years seniority (1200 hours per year) \$200.00, with 10 years seniority \$300.00.

(d) The Company agrees to suitable work benches.

Article 10 - Classifications and Wages

10:01 The pay period shall commence at 12:01 a.m. Sunday and finish on the following Saturday at 11:59 p.m. Thursday of each week shall be payday.

Pay shall be accompanied by a stub or statement showing the period covered, the number of hours worked and all deductions.



10:02 Should the Employer pay a higher rate of pay than set in Schedule A to an employee, for any reason, the Union shall be notified of the same, and all employees in that classification shall be paid at the higher rate during that period. The Lead Hand rates shall be based on those higher rates.

If the Company needs to assign workers in a job classification with a higher rate of pay to do work within a lower paid classification, they can do so for up to 20 hours per week without affecting the rate of pay for the individuals in the lower paid classification on the same shift".

10:03 Job classification and wage rates shall be as shown in Schedule "A" attached to and forming part of this agreement.

10:04 When the Company finds it necessary to temporarily transfer an employee to a classification with a higher rate of pay, the employee will be paid the higher rate of pay while temporarily assigned. For each project, the Company agrees to sign employees in and out of the transfers in the presence of a union executive member.

10:05 After ten (10) Fitter/Welder positions have been filled, up to three (3) Apprentices may be employed.

After fifteen (15) Welder positions have been filled, Apprentices may be employed at a ratio of one (1) Apprentice to one (1) Journeyperson.

After all Welders on the seniority list as of the signing of the agreement have been employed, Apprentices may be employed at a ratio of two (2) Apprentices to one (1) Journeyperson, or the current Provincial Apprenticeship Board guidelines, whichever is greater.

Apprentices are not permitted to perform any Labourer or Production workers' duties while Labourer or Production workers with seniority are on layoff.

Apprentices will be paid a percentage of the Welder wage rate according to the Provincial Apprenticeship Board guidelines and as outlined in the Rate Table.

It is recognized that the apprentices have no seniority as per the collective agreement, however, the Company agrees to recall apprentices based on the order of their initial date of hire with the company.



Article 11 - Grievance and Discipline Procedure

- 11:01 When an employee has a grievance alleging there has been a violation or misinterpretation of the agreement, the employee and/or a shop steward shall process such grievances without stoppage of work according to the following procedure:
- STEP 1 Discuss the matter, within three (3) days of becoming aware of the incident giving rise to the grievance, with the foreperson concerned who shall give a decision thereon within three (3) days.
- STEP 2 If the grievance is not resolved by the foreperson, the steward and the grievor shall meet with the foreperson and the appropriate supervisor in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of Step 1 and the management representative will notify the steward and the grievor of the decision within three (3) days.
- STEP 3 If the response is not acceptable, then the grievance shall be put in writing and submitted to the plant manager or the designated representative who shall call a meeting within three (3) working days in an effort to resolve the matter. At this stage such other representatives of the Union as may be designated may be called in by the Union. The matter will be decided and a written reply given within three (3) working days.
- STEP 4 If satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3 above, either party by written notice to the other shall have the right to appeal the dispute to arbitration as herein provided.
- 11:02 The Union has the right to grieve on behalf of any employee or employees, including the right to seek redress on behalf of the employees but only to the extent that it is necessary to place the employee in the position they would have been had not the agreement been violated. The remedy shall be specific to the employee on whose behalf the grievance is filed.
- 11:03 Grievances arising directly between the Union and the Company shall be submitted at Step 3.
- 11:04 The Company agrees that when an employee is to be disciplined, which discipline will form part of the employee's record, the employee shall be accompanied by a shop steward. The employee and the shop steward may confer privately on the request of either of them. All grievances at Steps 1, 2, and 3 shall be processed promptly on Company time with no loss of pay or benefits to the employees

involved. Employees shall be accompanied by their shop steward at all times, in meetings involved in each step of the grievance procedure.

11:05 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, with the exception of extreme cases, discipline or discharge for cause should be proceeded by a documented record of warnings, both written or oral and/or suspensions. An employee has the right to union representation when presented with written warnings and the Union Executive will be copied on all warnings.

Article 12 - Arbitration

12:01 Any matter in dispute between the Company and the Union involving the interpretation, application, operation of alleged violation of any Article of this Agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitrator.

12:02 The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.

12:03 Within five (5) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.

12:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Employment and Labour Relations of the Province of Newfoundland to appoint an arbitrator.

12:05 After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.

12:06 Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, the arbitrator is empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.



- 12:07 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 12:08 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written notice of preliminary objections within five (5) days of the appointment of the arbitrator.
- 12:09 The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent and shall be considered directory as opposed to mandatory.
- 12:10 No grievance shall be lost through error in form or technical irregularity.
- 12:11 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties. Members of the bargaining unit who are to be called as witnesses at arbitration hearings shall receive permission to be absent from work to attend such hearings, provided they first obtain permission of management. Such permission shall not be unreasonably withheld.

Article 13 - Hours of Work and Overtime

- 13:01 The regular hours of work shall be ten (10) hours a day, forty (40) hours a week Monday through Thursday and or Tuesday to Friday (if required by the Company), 7:00 a.m. to 5:30 p.m. By mutual agreement the normal workday for day shift shall commence no earlier than 0700 hours and no later than 1000 hours, and for evening shift shall commence no earlier than 1400 hours and no later than 1800 hours, and for night shift shall commence no earlier than 2000 hours and no later than 2400 hours.
- 13:02 The midday lunch break shall be either one (1) hour or one-half (½) hour by mutual consent. Rest breaks of fifteen (15) minutes shall be scheduled at mid-point, of the first and second halves of each shift.
- 13:03 Overtime will be shared amongst all employees within job classifications and the overtime worked by each employee shall be posted in the lunchroom on a bi-weekly basis. Refusals to work overtime shall be recorded as time worked for the purposes of tracking and reporting overtime. Entitlement to overtime will start at the top of the seniority list and continue until list is exhausted.

13:04 Overtime at time and one half shall be paid for all hours of overtime worked on a regular working day and for all hours worked on scheduled days off.

Employees will be eligible to participate in overtime upon working a minimum of 35 hours in that pay period.

For the purposes of Article 13:04, the regular work week starts on the first day of the employee's regular hours of work as defined in 13:01.

13:05 The foregoing paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or days of work per week.

13:06 There shall be no pyramiding of daily or weekly overtime or any combination of hours subject to overtime, premium or holiday pay for the purpose of calculating wages.

Article 14 - Statutory Holidays

14:01 The following days shall be observed as paid statutory holidays:

- | | |
|-------------------|----------------------|
| 1. New Year's Day | 7. Remembrance Day |
| 2. Good Friday | 8. Christmas Eve |
| 3. Victoria Day | 9. Christmas Day |
| 4. Canada Day | 10. Boxing Day |
| 5. Civic Holiday | 11. Thanksgiving Day |
| 6. Labour Day | 12. Floating Holiday |

All employees shall be entitled to ten (10) hours straight time pay for the holiday plus one and one-half (1.5) times pay for hours worked.

14:02 In order to qualify for a statutory holiday, an employee must have completed the probationary period and have worked the scheduled shift immediately preceding the holiday and the scheduled shift immediately following, unless absent for just cause. For the purposes of this article, the probationary period shall be deemed to be thirty (30) days.

14:03 All employees with two (2) or more years' seniority will receive one (1) floating holiday every calendar year. A year's seniority for the purpose of this article is equal to 1200 hours of work.

Article 15 - Vacation

- 15:01 (1) For the purposes of vacation pay, a working year is defined as 1200 hours.
- (2) Vacation pay shall be paid as a percentage of an employee's gross weekly earnings. Gross earnings shall mean regular and overtime rates. Vacation pay shall be calculated as follows:

Up to and including five (5) working years	4%
After five (5) working years	7%
At the end of the ninth (9th) year	9%

Each employee will have the option of taking vacation pay on a weekly basis or leaving it with the Company until holidays are taken.

15:02 For employees who are entitled to four (4) weeks vacation. The employer will make a fair and reasonable effort to schedule two (2) of the four (4) weeks of such vacation during the months of June through September. All vacation pay shall be paid to the employee on the last working day before the vacation commences. Employees are expected to make requests for vacation time with as much advanced notice as possible, but not less than two (2) weeks.

15:03 For the purpose of this article the vacation year shall be from August 1st to July 31st of the following year.

15:04 Vacation request shall be a minimum of 5 hours.

Article 16 - Reporting or Call-out Pay

16:01 Employees reporting for their regular shift or called back to work after going home for the day shall be paid a minimum of five hours pay at the appropriate rates. Employees reporting for work, which lasts more than **five (5)** hours but less than **ten (10)** shall be paid **ten (10)** hours at the regular rates. The provision will not apply to any employee reporting for work who leaves on their own accord.

16:02 When an employee is not notified the previous work day that overtime is scheduled, the employer shall provide a hot meal after working two (2) hours of overtime.

Article 17 - Shift Work

17:01 A shift shall be ten (10) working hours.

17:02 The purpose of defining shifts - the first shift shall be the day shift which commences at 7:00 a.m. The second shift will be the afternoon shift and shall follow the first shift. The third shift shall be the night shift and shall follow the second shift. The shifts that may be applied by the company will be day shift, evening shift and night shift as set out in Article 13:01.

17:03 Shift premiums will be \$1.50 an hour for the second shift.

17:04 The Company reserves the right to introduce a continuous shift system over seven days per week, twenty-four hours per day. In lieu of Saturday and Sunday overtime premiums, the sixth and seventh days will be paid as per the Saturday and Sunday overtime provisions outlined in Article 13:04. The Company agrees to consult with the union before implementing the continuous shift system.

17:05 When twenty-five (25) or more individuals are employed and the classification holds three (3) or more employees:

1. The top first twenty-five (25) individuals on the seniority list will have the first right of refusal for night shift rotation;
2. When the workforce is reduced under twenty-five (25) individuals, day shift/night shift will be mandatory for all classifications;
3. The parties agree that day shift may start at an earlier time and it will be the employee's choice of either 4 - 10 hour shifts or 5 - 8 hours shifts;
4. Classification of three (3) or less employees shall not have the option of day shift/night shift rotation.



Article 18 - Seniority

- 18:01 Seniority shall mean accumulated service from most recent date of hire. A seniority list showing each employee's name and seniority date shall be posted not later than the last day of September in each year and every six (6) months thereafter. Employees will have thirty (30) days to notify the employer of any discrepancy in the list.
- 18:02 The Company shall provide the provincial office and local unit with all necessary information related to the following matters for employees within the bargaining unit.
- (a) List of employees including their names, addresses, phone numbers and classification ranked according to seniority and upon request a mailing list of all employees.
 - (b) Discharge, suspensions or written warnings.
 - (c) Hirings, resignations and death.
- 18:03 Probational employees will have twenty-four months from their most recent date of hire to conclude their probationary period, but upon the successful completion of the probationary period the employee's seniority will be dated one year prior to the attainment of regular employee status. Probationary period is twelve months.
- 18:04 In matters concerning recall and the filling of permanent vacancies of employees, the Company shall select individuals on ability and classification seniority and where ability is sufficient to perform the required duties, classification seniority shall govern.
- In the event of a layoff, employees will be laid off in reverse order of their classification seniority. Those employees having the required seniority and the ability are permitted to bump into lower paid classifications.
- After bumping or recall to a lower paid classification, the employees company seniority is to be used as their classification seniority for the lower paid classification.
- 18:05 In the event of a layoff, two days' notice is to be given. The Company agrees to inform the local executive of impending layoffs.



- 18:06 An employee shall lose all seniority rights if he:
- (a) is discharged for just cause;
 - (b) quits;
 - (c) fails to return to work within one (1) calendar week of being recalled provided such recall provides a commitment of 160 regular hours of work or more. Should the employee receive less than 160 regular hours (120 hours if the employee returns one week after initial recall) the company agrees to pay the difference. It is the responsibility of the employee to inform both the union and the company of their availability for work. Without this commitment, the employee will not lose seniority by not reporting for work.
 - (d) is on layoff beyond eighteen (18) months.
- 18:07 An employee shall retain and accumulate seniority:
- (a) while on layoff up to eighteen (18) months;
 - (b) while on sick leave, Workers' Compensation for a period of twenty-four (24) months. It is recognized, however, that the Union and company may approve of up to two six (6) month extensions;
 - (c) while on leave of absence;
- 18:08
- (a) Two (2) seniority lists, Torbay & Argentia
 - (b) When the Torbay Road list has been exhausted, workers at the Argentia facility will have the first right of refusal. When the list in Argentia is exhausted, the workers on Torbay Road will have the first right of refusal.

Article 19 - Health & Welfare

- 19:01 The employer shall provide health and welfare insurance coverage for all employees. Insurance is to be maintained at the present cost sharing system for all employees.
- 19:02 The Company will establish a system for advancing payments for employees waiting on Workers' Compensation and weekly indemnity claims, provided the employee is absent for more than one (1) week. Advances will be based on the



weekly indemnity amount. Workers will be required to sign a promissory note. For employees with ten (10) years seniority, 3 weeks.

19:03 For those employees with two (2) years seniority and over, will have the right to access **twelve (12)** hours per calendar year for doctor's visits. Any employee availing of this provision while employed on night shift will be provided with the same amount of leave from their shift. A total of twenty-four (24) hours may be accumulated and used at any time.

Article 20 - Leave of Absence

20:01 The Company shall grant a leave of absence, without pay to a person for reasons of union activity or legitimate personal business. Employees shall require the permission of management which shall not be unreasonably withheld.

20:02 The Company shall grant a leave of absence, of up to a maximum of two years to an employee for reasons of bonafide illness, industrial accident, or disease. Employee's status will be reviewed at the end of the two year period and if mutually agreed two extensions of six (6) months may be granted.

20:03 Bereavement leave shall be granted on the following basis:

- (1) In the event of a death in the employee's immediate family - spouse (including common-law) child, parents, legal guardian, brother, sister, mother-in-law and father-in-law, an employee shall be granted three (3) days' leave with pay, calculated on the basis of a regular day's pay **(10 hours)**.
- (2) In the event of a death of a grandchild, an employee shall be granted two (2) days' leave with pay calculated on the basis of a regular day's pay **(10 hours)**.
- (3) In the event of a death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparent, an employee shall be granted one day's leave with pay calculated on the basis of a regular day's pay **(10 hours)**.
- (4) Bereavement leave shall be contiguous with or encompass the day of the funeral.



Article 21 - Offshore Work

21:01 Should company decide to engage in offshore work, an agreement of terms to be negotiated on a case-by-case requirement.

Article 22 - Health, Safety, Tools and Equipment

22:01 Company and the Union recognize the importance of safety in the workplace. It is the intention of both parties to achieve and maintain, through mutual co-operation, high standards in all areas affecting the health and safety of employees.

22:02 The parties recognize all provisions and existing legislation related to occupational health and safety.

22:03 The parties agree to the establishment of a health and safety committee comprising two members from the Union and two members from management. Health and safety committee shall meet as required by legislation during working hours without loss of pay or benefits and make a report in writing. Copy of the committee's report shall be sent to the safety branch established under the Occupational Health and Safety Act. The safety committee shall be responsible for setting the time and place of safety committee meetings.

22:04 It is agreed that a Union representative has the right to be involved in any fatality investigation.

22:05 The building will be provided with properly equipped first aid kits. A qualified first aid attendant will be available.

22:06 Every employee shall, as a condition of employment, wear a safety helmet of type approved by C.S.A. and rated as Class "B". The employer will, if requested, issue a safety helmet to employees. In the event the employer desires a specific helmet only to be worn, they will issue it to the employee. Welding jackets will be provided as required and signed out to employees. It is the responsibility of the employee to return the jacket upon lay off or termination of employment. Failure of the employee to do this will result in the value of the jacket being deducted from the final pay cheque.



22:07 Employees shall not be required to work with unsafe equipment or where proper safeguards are not provided. Employees are required to report any unsafe conditions or unsafe equipment which they observe to their supervisor.

22:08 No employee will be required to blast, saw or climb while alone.

Article 23 - Transportation

23:01 When an employee is required to proceed from the shop to a job and vice versa, the employer shall provide transportation. All materials and tools, other than personal tools shall be transported at the expense of the employer. When an employee is required to report directly to the job without reporting to the shop, the employee shall furnish their own transportation to and from such job and shall report for work at the regularly scheduled starting time and work until the regularly scheduled quitting time. However, if such job is more than twenty-five (25) road kilometers from the city or town hall of the said municipality in which the employee is employed, the employer shall provide the full transportation to and from the job, save that this shall not apply when the job is in the same municipality as the employee lives. When directed by the Company to other job sites around town, employees will receive one hour's pay in lieu of paid mileage. Longer runs will be paid by the kilometre at a rate of 48.7 cents a kilometer.

23:02 When an employee is required to remain out of town overnight, suitable room and board (at prevailing rates in the area) in addition to transportation shall be provided at the employer's expense or the employer shall pay \$50.00 per day board allowance. If an employee is transferred beyond normal commuting distance from the municipality, the employee's room and board shall be paid provided the municipality to which the employee is transferred is not the employee's normal place of residence. There shall be no loss of regular working hours including the days in which an employee leaves or returns to the city while engaged in out of town work. The employee shall receive the board cheque in advance each week.

23:03 Time spent travelling up to **ten (10)** hours in any calendar day on behalf to the employer to and from a job, shall be considered as the time worked and shall be paid for at appropriate rates of pay, except time spent proceeding from home to shop, or from shop to home or from home to job and vice versa provided the job is within city limits or twenty-five (25) kilometers thereof. Should travel be by private car, the total time spent travelling shall not exceed the normal time it would take to travel by car the distance required. If the employee is required to use their personal vehicle for transportation, the employee will be entitled to payment at the prevailing provincial government rate per kilometre for the distance travelled. If materials are



transported by the employee, the employee shall be paid an additional four cents (4¢) per kilometer.

- 23:04 Employees who work on a job site in Labrador for a period of thirty calendar days shall have return transportation costs paid every thirty (30) calendar days.
- 23:05 Employees living outside of a twenty-five (25) kilometer radius of the shop shall be kept on the same shift whenever possible and practical.

Article 24 - Labour Management Committee

- 24:01 There shall be a labour/management committee made up of three (3) members appointed by the Union and three (3) appointed by the Company. The committee shall meet as necessary in an effort to work together in a harmonious spirit to solve problems arising between the company and its employees.

Article 25 - Duration

- 25:01 This agreement shall be effective as of September 5, 2022, and shall remain in full force and effect until September 4, 2027 and from year to year thereafter, unless notice to renegotiate is given not less than ninety (90) days prior to expiry.
- 25:02 During the course of any negotiations, subsequent to such notice being given, the collective agreement shall remain in full force and effect unless and until the parties are in a legal strike/lockout position.



SCHEDULE 'A'

Classification	Sept 5, 2022	Sept 5, 2023	Sept 5, 2024	Sept 5, 2025	Sept 5, 2026
Welder – Class A	\$35.00	\$35.70	\$36.42	\$37.14	\$38.26
Welder – Class B	\$33.33	\$34.00	\$34.68	\$35.37	\$36.43
Fitter	\$35.00	\$35.70	\$36.42	\$37.14	\$38.26
Maintenance	\$35.00	\$35.70	\$36.42	\$37.14	\$38.26
Operator	\$28.58	\$29.16	\$29.74	\$30.33	\$31.24
Shipping & Receiving	\$28.58	\$29.16	\$29.74	\$30.33	\$31.24
Painters	\$28.58	\$29.16	\$29.74	\$30.33	\$31.24
Production	\$27.42	\$27.97	\$28.53	\$29.10	\$29.97
Labourer	\$17.78	\$18.14	\$18.50	\$18.87	\$19.44
Level 4 Apprentice	\$31.50	\$32.13	\$32.77	\$33.43	\$34.43
Level 3 Apprentice	\$28.00	\$28.56	\$29.13	\$29.72	\$30.61
Level 2 Apprentice	\$24.50	\$24.99	\$25.49	\$26.00	\$26.78
Level 1 Apprentice	\$21.00	\$21.42	\$21.85	\$22.29	\$22.96

Welder - Class A is an employee who is CWB certified for All Position Flux Core and any additional processes or materials.

Welder - Class B is an employee who is CWB certified for All Position Flux Core and is not a registered apprentice.

When the Company requires fitter welders over and above the current compliment, they will select individuals from the bargaining unit based on seniority and ability.

\$2.00 per hour for working lead hand.

RRSP

The Company agrees to provide matching contributions to an employee's RRSP up to a maximum of 1.5% of the employee's gross wages.

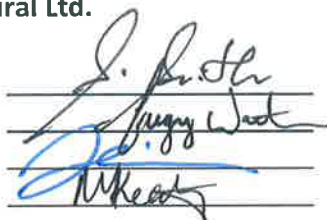
Signing Page

IN WITNESS WHEREOF the parties hereunto affix their Seals and Signatures this 1st day of September 2022.

Signed on behalf of:

Cahill Fabrication Structural Ltd.

Shirley Smith
Greg Watkins
Jason Fiander
Marissa Keating



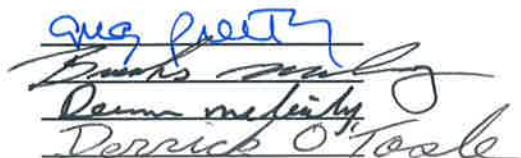
In the presence of:

Derrick O'Toole

Signed on behalf of:

FISH, FOOD & ALLIED WORKERS (FFAW/UNIFOR)

Greg Pretty
Brooks Mahoney
Darren Melindy
Derrick O'Toole



In the presence of:

S. Smith.

