

**GENERAL PRESIDENTS' MAINTENANCE COMMITTEE  
FOR CANADA**

**COLLECTIVE AGREEMENT  
FOR  
OFFSHORE FACILITIES**

**INCLUDING  
RETRO-FIT AND CONVERSION WORK,  
OFFSHORE MECHANICAL COMPLETION,  
PRE-COMMISSIONING, COMMISSIONING, HOOK-UP,  
MAINTENANCE, RENOVATION AND REVAMP,  
INCLUDING RELATED PROJECT SUPPORT  
ASSOCIATED WITH THE**

**OIL AND GAS DEPOSITS  
OFFSHORE FROM  
THE PROVINCE OF  
NEWFOUNDLAND AND LABRADOR**

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OFFSHORE MECHANICAL COMPLETION,  
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### OIL AND GAS DEPOSITS OFFSHORE FROM THE PROVINCE OF NEWFOUNDLAND AND LABRADOR.

This Agreement is entered into on this 22<sup>nd</sup> day of October, 2003 by and between Comstock Canada Ltd., and such other contractors as become signatory hereto, each acting for and on behalf of itself, hereinafter referred to as the "Employer".

and

Those INTERNATIONAL UNIONS of the AFL-CIO listed hereunder, hereinafter referred to as the "Unions".

International Association of Heat and Frost Insulators and Asbestos Workers

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

International Union of Bricklayers and Allied Craftworkers

United Brotherhood of Carpenters and Joiners of America

Operative Plasterers and Cement Masons International Association

International Brotherhood of Electrical Workers

International Association of Bridge, Structural and Ornamental Ironworkers

Laborers International Union of North America

International Union of Operating Engineers

International Union of Painters and Allied Trades

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada

Sheet Metal Workers International Association

International Brotherhood of Teamsters

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## COVENANTS

Whereas, the Employer is engaged in work associated with offshore facilities, including retro-fit and conversion work, offshore mechanical completion, pre-commissioning, commissioning, hook-up, maintenance, renovation and revamp, including related project support associated with the oil and gas deposits off the coast of Newfoundland and Labrador and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Unions herein listed with the Employer wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas, the Unions have in their membership throughout the area members competent and qualified to perform the work of the Employer.

Whereas, the Employer and the Unions recognize that this work is outside of the standard construction jurisdiction of the said Unions, both parties wish to enter into a Collective Agreement for the execution of this work.

Whereas, in order to ensure relative equity and uniform interpretation and application, the Unions, through the duly appointed and constituted General Presidents' Maintenance Committee in Canada, and the Canadian Office of Building and Construction Trades Department wish to negotiate and administer the said Collective Agreement in concert, each with the other, and all with the Employer.

Whereas, the Employer and the Unions desire to mutually establish hours of work and working conditions for the tradesmen to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

Whereas, the Employer and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of the Agreement, and provisions must be made to achieve this end.

Whereas, it is recognized that all employees covered by this Agreement shall have the protection of all existing Federal, Provincial and Local laws applicable to employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial, or Municipal regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operation of the remainder of the provisions of the Agreement within the limits to which law or regulation is applicable.

All references in this Agreement to the masculine gender shall also apply to the feminine gender.

It is, therefore, agreed by the undersigned Employer and the undersigned Unions that in consideration of the mutual promises and covenants contained herein, the Collective Agreement be made as follows:

## **ARTICLE 1.000 - DEFINITIONS**

- 1.000 In this Agreement the following words and phrases have the respective meanings given below:
- a) Employer means any contractor who is signatory to, or bound by this Agreement.
  - b) Unions means those International Unions signatory to this Agreement.
  - c) General Presidents' Maintenance Committee means a committee of those International Unions signatory to this Agreement.
  - d) The Canadian Office of the Building and Construction Trades Department means representatives of that office participating with the Unions in the negotiation of this Agreement.
  - e) (i) Union Affiliated Subcontractor means any contractor who performs work on site under a contractual relationship with the employer.  
(ii) Specialty contractors are those contractors who do specialty work, are not normally signatory to the local union agreement(s) and are exempt from the union affiliation requirements of (e)(i).
  - f) Owner means the "OPERATOR" of the offshore facility upon which the work is being conducted.
  - g) Offshore Site means the production and gathering platforms in position at their locations off the coast of Newfoundland and Labrador.
  - h) The Employers Onshore Base of Operations will for the purpose of this Agreement be St. John's.

## **ARTICLE 2.000 - AUTHORITY & RESPONSIBILITY OF THE COMMITTEE IN ADMINISTERING THE AGREEMENT**

- 2.100 With the Employer, to interpret and administer the terms and conditions set forth in the Agreement.
- 2.200 To review and instruct member Unions and/or the Employer in interpretation and application of terms and conditions (subject to Step V of the Grievance Procedure) when the Employer or employee(s) of any given Union depart from Agreement Conditions.
- 2.300 With the Employer, through a Subcommittee, visit the Onshore Base of Operations of the work prior to commencement or as often as necessary to initiate and maintain the cooperation of the Local Unions.
- 2.400 To prepare and distribute duly negotiated collective agreements for signing.

### **ARTICLE 3.000 - RECOGNITION**

- 3.100 The bargaining unit under this Agreement shall comprise all field employees of the Employer, coming under the jurisdiction of the Unions signatory to this Agreement, now employed and employed in the future for the work associated with offshore facilities, including retro-fit and conversion work, offshore mechanical completion, pre-commissioning, commissioning, hook-up, maintenance, renovation and revamp, including related project support associated with the oil and gas deposits off the coast of Newfoundland and Labrador.
- 3.200 The Employer and the Unions:
- 3.201 Recognize the Unions as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members of their respective Unions and recognize the responsibility for interpretation and administration of this Agreement rests in the Committee.
- 3.202 Agree to bargain collectively with the Unions and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.
- 3.203 Agree and recognize that for the work described in Article 3.100, this Agreement shall govern terms and conditions and take precedence over local construction agreements, maintenance agreements, or area practices.

### **ARTICLE 4.000 - UNION SECURITY**

- 4.100 All employees under this Agreement, as a condition of employment, shall be members of or secure membership in a Signatory Union and maintain such membership in good standing.
- 4.200 The Employer will cooperate with the Signatory Unions in providing employment to their members, and the Unions agree to assist the Employer by all means in their power to secure necessary skilled and competent tradesmen.

### **ARTICLE 5.000 - HIRING AND REFERRAL OF TRADESMEN**

- 5.100 Recognizing the unique nature of the employment conditions for offshore work the employment process for this work will be as follows:
- 5.101 The Employer will contact the appropriate Union Hall for referrals of the necessary tradesmen. The Employer will be subject to the local hiring and dispatch rules and/or the name hire provisions in the referral agreement.
- 5.102 Further, the Employer may transfer existing employees who are working or re-employ tradesmen who have worked offshore, due to their experience with rig work.
- 5.200 If the Union cannot supply tradesmen within 48 hours exclusive of Saturday, Sunday and holidays, the Employer may secure required tradesmen from any

source and will advise the tradesmen that they are employed subject to Union Agreement of Membership and/or replacement, by Union Members subject to Article 5.300. The Employer shall advise the appropriate Business Agent that the tradesmen have been hired.

- 5.300 It will be the Union's responsibility to provide a referral slip to the individual at the Onshore Base or supply a satisfactory replacement, who is a member, however, tradesmen who are employed under these circumstances will not be replaced once they have commenced the procedures outlined in Article 5.600 and/or Article 5.800.
- 5.400 Tradesmen referred to the job by the Local Union Representative shall report to the Employment Office established for the project.
- 5.500 The Employer will conduct a pre-employment interview, including such standard tests as appropriate, with the individual and for just and sufficient cause the Employer shall retain the right to reject any applicant referred by the Union subject to the Grievance Procedure.
- 5.600 Any employee required to complete a welding qualification test(s) must successfully complete the welding test requirements prior to undertaking any conditions outlined in Article 5.700.
- 5.700 As a condition of employment, for offshore work, employees shall:
- (i) have submitted to an offshore medical examination as required by the Owner. (payment for such will be two (2) hours at the applicable rate) and
  - (ii) be in possession of a valid Offshore Medical Clearance Certificate.
- 5.800 As a further condition of employment employees shall have successfully completed a Basic Survival Training Course as specified by the Owner and such other training or courses required by the Employer, law or regulation of any Provincial or Federal regulatory authorities.
- 5.900 Employees required to complete any course or training outlined in Article 5.800 shall be paid for the time required to complete the course to a maximum of eight (8) hours per day at the onshore straight time Gross Hourly Package Rate. Such pay shall normally be paid to the employee on the first scheduled pay day after he reports to work.

#### **ARTICLE 6.000 - MANAGEMENT RIGHTS AND SUPERVISION**

- 6.100 The Unions acknowledge that it is the exclusive function and right of the Employer, subject to the provisions of this Agreement to:
- a) operate and manage its business in all respects;
  - b) maintain order, discipline and efficiency;

- c) make and alter from time to time, rules and regulations to be observed by employees providing such rules and regulations are uniformly and fairly applied to all employees and are not in a conflict with this Agreement;
- d) direct the working force;
- e) determine job content, including methods, processes and means of production and handling;
- f) hire, promote, demote and layoff;
- g) discipline, suspend and/or discharge any employee for just cause, however, any alleged wrongful dismissal, suspension or discharge shall be subject to the grievance procedure in Article 8.000.

6.200 It is agreed that the foregoing enumeration shall not be deemed to exclude other management functions and rights.

6.300 The Employer reserves the right to send into the area of work as many Supervisors and Engineers as it deems necessary to supervise the work covered by this Agreement.

**ARTICLE 7.000 - SUBCONTRACTING**

7.100 The Employer agrees to subcontract work on this project, except as outlined in Article 1.000 (e)(ii), only to employers who are in contractual relationships with the appropriate trades for the work at hand. The terms and conditions of this Agreement shall apply to the Employer and any subcontractors who are subcontracted by the Employer to perform work which falls within the scope of this Agreement. Subcontractors are bound by all the terms and conditions of this Agreement whether or not they are signatory to it.

7.200 The Unions and the Employer understand that the Owner may, at his discretion, choose to perform or contract work for any part or parts of the work on the offshore facilities.

**ARTICLE 8.000 - GRIEVANCE PROCEDURE**

8.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes, that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step I or the Local Union in Step II and shall be handled in the following manner:

8.101 Step I: Between the aggrieved employee and/or his Steward and the Employer supervisor.

8.102 Step II: Between the aggrieved employee, his Steward and/or Local Union Business Representative and his Foreman, the Supervisor and the Project Manager. If settlement is not achieved at this step, the

grievance must be presented in writing to the Employer and to the International Representative of the Union involved.

- 8.103 Step III: Between the International Union Representative and the Labour Relations Manager or the highest official of the Employer.
- 8.104 Step IV: By negotiation between a committee of the Unions signatory to this Agreement and senior officials of the Employer at a meeting to be held at the place of work or a mutually agreeable location.
- 8.105 Step V: If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above within ten (10) working days, the matter may be submitted by a Signatory Union to this Agreement or the Employer, to a Board of Arbitration for adjudication. This Board shall consist of three (3) Arbitrators, one appointed by each party to this Agreement and the third, who shall act as Chairperson, to be selected by the two so appointed. The party desiring arbitration shall appoint its Arbitrator and shall give notice in writing to the other party together with a written statement of the question to be arbitrated.

In the event that the other party does not appoint its Arbitrator within three days the appointment shall be made by the Minister of Labour for the Province in which the grievance occurs. In the event the two Arbitrators appointed cannot within three days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of the Province in which the grievance occurs to designate the third Arbitrator who shall act as Chairperson. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgment.

The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

In the event that a majority decision is not reached by the Board of Arbitration, the decision of the Chairperson shall be deemed to be the decision of the Board and shall be final and binding and accepted by both parties for the duration of the Agreement.

The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

In arbitration proceedings, each party shall pay the expenses of its Arbitrator and the expenses of the Chairperson shall be shared equally by the parties.

The Employer shall provide the necessary facilities for the grievance meetings.

- 8.200 Grievance hearings that require an employee or employees to be witnesses will be scheduled during their days off.
- 8.300 Grievance forms will be provided by the Employer at the Jobsite.

#### **ARTICLE 9.000 - PERFORMANCE OF WORK**

- 9.100 It is recognized and understood that the arrangement and performance of work on the offshore facilities is subject to unique conditions and constraints such as limitations on physical accommodations, access to the offshore facility by transportation, etc.
- 9.200 The assignment of work will be solely the responsibility of the Employer performing the work involved. The Employer will coordinate the pre-job conference for informational purposes for project definition and execution strategy.
- 9.300 The Employer will make the best effort to schedule activities and sequencing to maximize work within jurisdictional lines taking into account the economics and practicality of given circumstances and available accommodation.
- 9.400 A willingness to work on a flexible basis, if the needs of work so dictate, is the essential element in the Agreement. As far as possible, skilled employees will do the work for which they are most qualified by training and experience, however, if there is no work for them to do within their craft they will carry on the other work or assist other craftspeople as far as their abilities permit.
- 9.500 There shall be interchangeability of employees during periods of sickness, absence or field breaks in order to secure a balanced labour force.
- 9.600 All Jurisdictional Disputes shall be resolved without the occurrence of any Strike, Work Stoppage, or Slow-Down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved.
- 9.700 In the event that any jurisdictional dispute shall arise between two or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the Employer representative, based upon information available. The work is then to continue and if the Unions involved are not satisfied with the assignment, the matter shall be referred to the International office of the Unions involved for a project decision.

#### **ARTICLE 10.000 - UNION REPRESENTATIVE**

- 10.100 The Unions recognize that access to the offshore facilities may be limited, however, the Employer and the Client will make their best efforts to provide access, but such access will be subject to prior approvals and subject to availability of transport and accommodation.
- 10.200 It is to be recognized by the Unions that no individual can stay overnight without Survival Training or within any given day without evacuation coverage (eg. helicopter).

## **ARTICLE 11.000 - JOB STEWARD**

- 11.100 Each Union signatory to this Agreement may appoint or select one (1) working Steward from among the Company employees to act as a representative of the Union in connection with Union business. Each Union may also appoint an acting Steward for afternoon or midnight shifts. These Stewards shall be allowed reasonable time to conduct Union business related to this project. The Business Manager of the applicable Local Union shall be consulted in advance of the termination of the Steward.
- 11.200 Steward designations must be confirmed in writing to the Project Manager in order to allow recognition of Steward's privileges.
- 11.300 The Steward shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified.
- 11.400 At layoff, the appointed Steward will be one of the last five employees on the job in each trade subject to the assignment of work and availability of accommodation.

## **ARTICLE 12.000 - WAGES**

- 12.100 Wages for employees working only onshore under this Agreement are to be paid 100% of base rates as contained in the reference construction agreements.
- 12.200 Onshore Fringe Benefits will be paid at 100% of appropriate benefits as specified in the reference construction agreements.
- 12.300 Wages for employees working Standard Offshore Work Assignments at the offshore facilities under this Agreement are to be paid in accordance with Article 12.100 of this agreement plus an offshore premium calculated on 25% of the onshore base rate as contained in the reference construction agreements.
- 12.400 Offshore Fringe Benefits including Vacation Pay will be paid at 100% of appropriate benefits as specified in the reference construction agreements.
- 12.500 Management Association Funds, discretionary funds and premium for high or low work, hazardous work, dirty work, acid work and other similar fringes are excluded from this Agreement. The contribution to the U.A. Canadian Training Trust Fund is required under this agreement.
- 12.600 Wages will be paid weekly or bi-weekly. It is agreed that wages shall be paid by electronic deposit to the employee's designated bank. The payroll period will generally close at 12:00 midnight on Saturday, however, in order to meet the job requirements the Employer may close the payroll earlier. This will be established as a job condition and those affected so notified. Wages will be distributed not later than the following Thursday before the end of the shift except during a week when a statutory holiday falls on a Monday in which case wages will be distributed no later than the following Friday before the end of the shift.

- 12.601 Employees who are laid off or terminated from the service of the Employer, shall have their wages, vacation pay due, and unemployment insurance record of earnings mailed to their last recorded address, within three working days exclusive of Saturday, Sunday and Statutory Holidays. At the employee's request the wages may be paid by electronic deposit to the employee's designated bank. Should the above procedure not be followed, the Employer shall pay a penalty of two (2) hours pay per day until such time as the mailing or electronic deposit is made.

**ARTICLE 13.000 - DAY WORK CONDITION (ONSHORE ONLY)**

- 13.100 The conditions of Article 13.000 shall apply to Onshore work only.
- 13.200 Eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive. The noon lunch period will be one-half hour and may be staggered one hour either way to accommodate production schedules and emergencies.
- 13.300 All time worked before or after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturdays, Sundays and recognized holidays, as listed in Article 17.000 of the Agreement shall be paid for at overtime rates as follows:
- 13.301 Time and one-half (1-1/2) for the first four (4) hours worked continuous with the regular work day Monday through Friday, and the first four (4) hours worked on Saturday.
- 13.302 Double-time (2) after the first four (4) hours overtime Monday through Friday, the first four (4) hours Saturday, and for all hours on Sundays and holidays.
- 13.400 Overtime meals on day work conditions are as follows:
- 13.401 When an employee is advised prior to his coming to work that he will work overtime and the employee works more than ten (10) hours, the Employer agrees to provide a meal or meal allowance of nine dollars and fifty cents (\$9.50) for his second meal break. Subsequent meals or meal allowance will also be provided by the Employer as near regular four (4) hour intervals as possible.
- 13.402 The second meal break will normally be 6:30 p.m. and subsequent meal breaks each four (4) hours after the conclusion of each thirty (30) minute meal break. However, it will be the prerogative of the Employer, in conjunction with the job stewards to arrange meal breaks for efficiency and convenience of the job.
- 13.403 The employee will be allowed a thirty (30) minute meal break at straight time pay in which to eat the meal, except that no payment will be made for the noon break on Saturdays, Sundays and holidays.

**ARTICLE 14.000 - STANDARD OFFSHORE WORK ASSIGNMENT**

14.100 The standard offshore work assignment will constitute the conditions for employees assigned to work offshore.

Employees may be assigned from one (1) to up to twenty-one (21) consecutive work days offshore at straight time rates as summarized in the following chart.

<b>Offshore Standard Rate as per Article 12.300</b>	<b>First 12 hours</b>	<b>Over 12 hours</b>
1 to 21 days offshore	ST	OT
22 <sup>nd</sup> day – 1 <sup>st</sup> 4 hours	ST	
After 4 hours on the 22 <sup>nd</sup> day and subsequent days offshore	OT	OT
Early recall offshore during entitled days off	OT	OT
Statutory Holidays (As listed in Article 16.100)	DT	DT
Christmas Holiday Period (From start of nightshift Dec 24 <sup>th</sup> Through end of nightshift Jan 1 <sup>st</sup> )	OT	OT

Where ST = rate x 1.0, OT = Rate X 1.5,DT = Rate X 2.0

14.101 The standard work day shall be twelve (12) hours per day of continuous employment, including breaks, total break time in a shift shall not exceed one and one quarter (1-1/4) hours.

14.102 Employees may be assigned for any number of shifts of 12 hours per day up to and including twenty-one (21) consecutive days offshore. The offshore assignment commences upon the employees' arrival on the platform offshore.

14.102 (1) After the work assignment, the employee will be entitled to an equal number of days off, up to seven (7) consecutive days off.

14.102 (2) Entitled days off will be calculated based on the number of nights spent offshore.

14.102 (3) Employees who are requested to return offshore before their entitled consecutive days off are taken, will be paid at overtime rates for all hours worked on what would have been their entitled days off. Once the number of days off taken plus the days paid at overtime equals the number of

entitled days off, employees will commence a new assignment at straight time.

14.102 (4) The number of actual days off may exceed the maximum seven (7) entitled days off to accommodate employees working in an ongoing rolling offshore rotation.

14.103 The actual hours of the day shift shall be determined by the work circumstances.

14.104 The twelve (12) hours not covered by the day shift shall be the night shift for purposes of night shift premium. For purposes of shifts that attract overtime premiums (Statutory Holidays, Christmas Holiday Period), the premium will be paid from the commencement time of the shift.

14.105 Having regard to the operating requirements applying on the platform concerned, on completion of a 12 hour shift an employee shall have a minimum of an 8 hour break before commencing his next shift. If the 8 hour break runs past the start of the next shift, the employee will be paid as if he had worked the complete shift, provided he is available for, and willing to work at the end of the eight (8) hours.

The over-riding principle of this section is that as far as is practicable within all the operating requirements, including helicopter travel, employees will have an 8 hour break between ceasing one shift and commencing another. If the operating requirements make the achievement of the 8 hour break unattainable over a lengthy period special arrangements will be agreed.

14.200 When working a Standard Offshore Work Assignment the following overtime conditions will apply:

14.201 All hours worked to a maximum of twelve (12) hours in any work day will be paid at straight time, beyond twelve (12) hours in a work day will be paid at time and one half.

14.202 (1) The first four (4) hours worked on the 22<sup>nd</sup> day will be paid at straight time. Any hours worked beyond four (4) hours on the 22<sup>nd</sup> day will be paid at time and one-half (1 ½).

14.202 (2) All hours worked after the first four (4) hours on the 22<sup>nd</sup> and all hours worked on subsequent days of a continuous offshore work assignment will be paid at time and one half (1 ½).

14.203 All hours worked on Statutory Holidays will be paid at double-time (2).

14.300 Employees assigned to the night shift will be paid a premium of two dollars (\$2.00) for each hour worked.

14.301 There will be no pyramiding of shift premiums.

## **ARTICLE 15.000 - STARTING TIME AND QUITTING TIME CONDITIONS**

15.100 The starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job.

## **ARTICLE 16.000 - STATUTORY HOLIDAYS**

16.100 The following days will constitute the recognized holidays within the terms of this Agreement:

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

16.200 Onshore Employees - when a recognized holiday falls on a Saturday or a Sunday, the holiday will normally be celebrated on the following Monday.

16.300 Offshore Employees - a statutory holiday will be recognized on the day on which it falls.

16.400 Any employee that is scheduled to work at the Employer's request at the offshore location during the period from the nightshift December 24th, and the nightshift January 1st, inclusive shall receive one and one-half (1-1/2) times the regularly hourly rate for those days other than recognized statutory holidays.

## **ARTICLE 17.000 - VACATION ALLOWANCE**

17.100 Vacation Pay will be in accordance with vacation pay rates established in accordance with Article 12.400.

17.200 An employee who wishes to take vacation shall notify his Employer in writing and such request shall not be arbitrarily denied. The date of same shall be mutually agreed to between the employee and the Employer before the vacation is taken.

## **ARTICLE 18.000 - MEDICAL AND COMPASSIONATE LEAVE**

18.100 Employees who are required to leave the offshore facilities due to certified sickness or compassionate reasons will be sent back to the Employer's onshore base at the earliest convenient opportunity. Payment will cease on being transported off the platform and recommence when the employee returns to the platform.

## **ARTICLE 19.000 - ACCOMMODATION - OFFSHORE**

19.100 An employee will be provided, without charge while on the production platform, with such food and quarters as is provided by the client company of the Employer.

## **ARTICLE 20.000 - STANDBY FOR OFFSHORE EMPLOYEES**

20.100 Standby for Work shall be provided as follows:

20.101 (a) Standby Onshore - at Offshore Embarkation Point - Initial Show Up.

In the event an employee is held at or sent home from the Offshore Embarkation Point after having reported by the specified time in his reporting instructions, he shall be paid a minimum of 4 hours straight time per day at the Offshore rate or the actual time that he stands-by at the Embarkation Point whichever is the greater until he commences his offshore assignment or his assignment is cancelled.

20.101 (b) When work calls are arranged by telephone and then postponed, the employee will be paid four (4) hours straight time at the offshore rate for each day starting at the original assignment until he commences his offshore assignment or until his assignment is cancelled, regardless of whether he travels to the embarkation point or not. Employees must remain available for work and commence work when requested in order to be eligible for the standby provision.

Employees will be compensated a minimum of four (4) hours at the straight time offshore rate for each cancelled assignment.

20.101 (c) The employer will provide reasonable room and board for employees required to overnight at the embarkation point due to postponed departures for the offshore site where weather conditions or other circumstances make it impracticable for employees to return home.

20.102 Standby Offshore

In the event an employee, being available for work, is held on standby at the Offshore Site for any reason, he shall be paid for all remaining hours in his normal shift to a maximum of twelve (12) hours per day at the straight time offshore rate for all days he is held on standby.

## **ARTICLE 21.000 - TRAVEL AND ACCOMMODATION**

21.100 During the term of this Agreement no subsistence, travel allowance, or mileage will be paid to any employee covered by the terms of this Agreement.

21.101 Employees being transported to and from the rig will be compensated at straight time for actual time spent in transit, to a maximum of the number of hours in their regular shift in any 24 hour period.

In the event transport to the rig is by ship the 24 hour period begins when the ship sails and payment is made accordingly for each 24 hour period spent enroute.

## **ARTICLE 22.000 - FIRST AID, SAFETY AND PROTECTIVE CLOTHING**

- 22.100 First Aid - the Employer or the Owner will provide first aid services in accordance with applicable Provincial or Federal Legislation and Regulations.
- 22.200 Safety - the employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the Safety Rules and Regulations as established by the Employer and the Owner.
- 22.201 All employees must comply with the safety requirements of the Installation Manager of the client company, and with any captain of any boat, aeroplane or helicopter transferring personnel to and from offshore facilities.
- 22.202 All employees must comply with any safety rules or regulations made by the Employer or the client for safety and good order; such rules and regulations shall be displayed in a prominent place on the platform or otherwise drawn to the attention of employees.
- 22.203 Required protective clothing, as determined by the Employer, will be provided by the Employer and will be worn when required. Any clothing so issued will remain the property of the Employer.
- 22.204 An employee shall be subject to a baggage inspection while in transit or on the platform and any intoxicating liquor, prohibited substances, or offensive weapons, and Employer's or client's property found will be confiscated and the employee subject to immediate disciplinary action.

## **ARTICLE 23.000 - TOOL ROOMS**

- 23.100 If it is the intention of the Employer to establish area tool rooms and warehouses onshore as required for efficient service on the facilities; these tool rooms and warehouses will be manned under the terms of this Agreement.
- 23.101 It is understood that it is the sole prerogative of the Owner to establish and operate tool rooms and warehouses, both onshore and offshore which the Employer may be called upon to utilize.
- 23.200 Tools issued to employees for use on the job will remain Employer property. The Employer will issue rules and regulations governing the issue of tools and clothing and their return to the Employer.

## **ARTICLE 24.000 - PROJECT RULES**

- 24.100 Local Union Business Representatives should encourage all members to give the Employer a permanent mailing address and the name and address of "next of kin" for notice purposes.
- 24.200 It is recognized that in an operation of this kind, the Employer and the Unions have interests in the rules governing the performance of the work under this contract. It is agreed that such project rules and regulations will be prepared and

distributed among the tradesmen on the job by the Employer, provided such rules do not conflict with or contravene terms of this Agreement.

- 24.300 It is agreed by the Unions that all of the employees covered by this Agreement shall be made aware of these project rules and regulations by the Employer at the time of their hire and that they shall be bound by them throughout the duration of their employment.
- 24.400 It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action including discharge subject to Article 8.000, Grievance Procedure.

#### **ARTICLE 25.000 - PRE-JOB CONFERENCE**

- 25.100 The Employer will conduct a pre-job conference prior to the start of major packages of work that may be conducted throughout the life of this Agreement.

#### **ARTICLE 26.000 - WORK STOPPAGES**

- 26.100 During the term of this Agreement there shall be no lock-out by the Employer and no slowdown or work stoppage by any of the Unions or its members.

#### **ARTICLE 27.000 - DURATION OF AGREEMENT**

- 27.100 It is understood that this Agreement shall be in full force and effective from October 22, 2003 and remain in full force and effect until October 31, 2006.
- 27.200 Changes by mutual consent of the parties are not excluded during the lifetime of this Agreement.

#### **ARTICLE 28.000 - ADMINISTRATION FUND**

- 28.100 The Employer will contribute ten cents (\$0.10) per hour earned to the General Presidents' Maintenance Committee Administration Fund.

Signed this 22<sup>nd</sup> day of October 2003.

**FOR AND ON BEHALF OF:**

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**Comstock Canada Ltd.**

FOR AND ON BEHALF OF THE UNIONS

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Vice President  
International Association of Heat  
& Frost Insulators & Asbestos  
Workers

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General President  
Laborers International Union  
of North America

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International President  
International Brotherhood of  
Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers  
& Helpers

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General President  
International Union of  
Operating Engineers

---

Director of Canadian Operations  
International Union of Bricklayers  
& Allied Craftsmen

---

General President  
International Union of  
Painters and Allied Trades

---

General President  
United Brotherhood of Carpenters  
& Joiners of America

---

Director of Canadian Affairs  
United Association of Journeymen  
& Apprentices of the Plumbing &  
Pipefitting Industry of the United States  
and Canada

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Vice President  
Operative Plasterers & Cement  
Masons International Association

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General President  
International Brotherhood of  
Teamsters.

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International President  
International Brotherhood of  
Electrical Workers

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General Vice President  
International Association  
of Bridge, Structural &  
Ornamental Iron Workers

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Director of Canadian Affairs  
Sheet Metal Workers  
International Association