

COLLECTIVE BARGAINING

AGREEMENT

between

NATIONAL SEA PRODUCTS LIMITED

LUNENBURG, N. S.

(hereinafter referred to as "the Company")

- and -

NATIONAL AUTOMOBILE,

AEROSPACE AND AGRICULTURAL IMPLEMENT

WORKERS UNION OF CANADA

(CAW Local 1944)

(hereinafter referred to as "the Union")

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ARTICLE 1 - RECOGNITION

- 1.01 **This** Collective Agreement sets forth the fundamental principles governing the Collective Bargaining relationship under which this Agreement comes into being, and all the following Articles, Appendices and Schedules are subject to its terms.
- 1.02 The Company hereby agrees to recognize the Union as the sole Bargaining Agent for the purpose of entering into a Collective Bargaining relationship with the Company on behalf of all crew members other than the Captains, of vessels owned by the Company and regularly operating out of Nova Scotia, and engaged in fishing for groundfish, hereinafter called the "Bargaining Unit".
- 1.03 The Union recognizes the special status of MATES. Mates, while on watch or in the position **as** a relieving Captain, shall be considered **as** having Captain status with full authority in all aspects pertaining to safety, fishing activity, quality procedures and discipline while so engaged. It is the right of the Company to select Mates from any source on the basis of ability and experience and possessing the required tickets and other necessary qualifications for the job. But, if there are mates with the necessary experience and qualifications within the company they shall be given first consideration for the position.
- 1.04 The Company shall not make any individual agreement with the crew directly or indirectly in conflict with the provisions of this Agreement.
- 1.05 The Company shall allow access to officials of the Union, to the wharves and offices of the Company for the transaction of Union Business. Union officials will not be permitted access to Company owned vessels unless they have the express permission of the Captain. In the absence of the Captain, permission may be obtained from an official of the Company.
- 1.06 One member of the crew shall be permitted to act **as** a delegate representing the vessel's crew in dealing **with** matters concerning the grievance procedure and the administration of the Agreement. The Union shall advise the Company of the name of the official delegate of each vessel.
- 1.07 When a trawler is used for any purpose not anticipated by the system of remuneration under the Agreement, the crew participating shall receive no less than the average of the same class of vessel operating at that time. Such arrangements shall be discussed with the Union and crew prior to sailing.
- 1.08 Where a Company vessel is involved with a co-operative venture involving fishing operations in traditional Atlantic waters, it shall be discussed with the crew and the Union's Business Agent.

- 1.09 All boxes of fish shall be weighed 'unless business dictates otherwise. Should this be necessary the ship's union delegate will be notified.

ARTICLE 2 - UNION SECURITY AND CHECK OFF

- 2.01 A crew member is defined as a person who has successfully completed three (3) normal fishing trips and receives the designated of "Active" or "Unassigned". The term crew is defined **as** all crew members required to operate and fish the vessel. Each crew member covered by this agreement must pay dues to the Union on a monthly basis. **This** shall be deducted on the first trip the crew member makes in each month.
- 2.02 Membership in the Union shall be available to all crew members eligible under the constitution of the Union. Membership shall not be denied for reasons of race, sex, national origin, colour or religion.
- 2.03 Union dues will be collected by the Company from crew members of each vessel. All Union dues plus a record of those from whom collections have been made shall be forwarded to the National Automobile, Aerospace and Agricultural Implement Workers union of Canada (CAW - Canada) Local 1944.
- 2.04 The official delegate on each vessel shall notify all crew members of the existence of the Union and shall obtain their membership on completion of their first **trip** at sea on a Company vessel.
- 2.05 When engaging new crew members, first rights shall be given **to** members of the, National Automobile, Aerospace and Agricultural Implement Workers union **of** Canada (CAW - Canada) Local 1944, **who** have the necessary skills and ability to perform the job for which they are to be engaged. **This** applies to the home port where the vessel operates. Members of other Unions or locals are not to be employed when Local 1944 members are available.
- 2.06 Each trawler port shall maintain lists of eligible applicants who are awaiting transfer or an opportunity to sail. **As** vacancies become available they will be first filled, if possible, from this list, if the applicants are available and provided they have sufficient skill and ability to perform the duties required. The Union officers or vessel delegates may have access to these lists on request. Applicants shall fill out the Port's application form.
- 2.07 In the event of a transfer of a vessel from one port to another port, the crew members on the vessel shall have the opportunity of going with the vessel to the new port, if they so desire. In the event the crew does not choose to go to another port on the vessel being transferred, they shall be given the first preference **as** vacancies occur.

ARTICLE 3 - WATCHES

3.01 Watches for the normal operation of the vessel shall be six **(6)** hours on and six **(6)** hours off. A twelve **(12)** hours on and six **(6)** hours off schedule may be worked if majority of crew agree by a proper vote. However, it is understood that the size of the crew, the type of fishing and weather conditions may prevent these schedules from being maintained in order to ensure that the vessel does not stop fishing. It is also understood that all crew members may be required on deck in the event of emergencies endangering the safety of the vessel, its gear, or during heavy fishing. During heavy fishing, Engineers and Cooks working on fish shall **do** so on a voluntary basis. It is agreed, however, that during heavy fishing no crew member shall have less than six **(6)** continuous hours rest in a twenty-four hour period. **This** routine shall not be more than three **(3)** days during a normal fishing trip but can be extended if the majority of the crew agree by a proper vote.

ARTICLE 4 - DISCIPLINE

The following actions by a crew member shall be cause for immediate discharge:

- 4.01 **Theft.**
- 4.02 Bringing alcoholic beverages or illegal drugs on board, drinking alcoholic beverages or using illegal drugs; returning to a vessel while intoxicated to the extent that the crew member does not ~~conduct himself quietly and without interference to others or to the extent that the crew~~ member is not capable of performing his work.
- 4.03 Fighting or using physical force against the Captain or another crew member on board the vessel or on the Company premises.
- 4.04 Serious neglect of duty.
- 4.05 Failure to comply with Company rules **as long as** such rules do not conflict with the other provisions of this Agreement.
- 4.06 Damaging or removing Company property.
- 4.07 Selling fish from the catch or removing more than twenty **(20)** lbs. per trip for personal use.
- 4.08 Refusing safety or boat drill **as** in Article 5.07.

ARTICLE 5 - SAFETY

- 5.01 Any work necessary for the safety of the vessel, crew, cargo or tow or for the saving of other ships, lives or cargoes, shall be performed at any time on immediate call, by all crew members, notwithstanding any provision of this Agreement which might be construed to the contrary. The Captain shall be the sole judge.
- 5.02 The Company recognizes the need and duty to make reasonable provisions for the health and safety of the crew during the course of operations and will, as the situation from time to time requires, take all steps necessary to effectuate such duty.
- 5.03 Certified Deck Officer shall be in the pilot house at all times while the boat is away from the wharf.
- 5.04 Fully equipped medicine chest stocked in accordance with specifications in Schedule "C" attached to and forming a part of this Agreement shall be supplied and maintained by the Company and placed in care of the Captain, who will be custodian of the key to the chest. The mate, bosun or Union delegate shall be required to check the medicine chest and first aid kit prior to docking and shall sign and pass a list of the needed replacements, if any, to the Captain.
- 5.05 Any safety regulation which the Company may now have in force, for the safety of the vessel or crew, and any further regulations or amendments to existing regulations which the Company may put into effect during the term of this Agreement, and which are brought to the attention of the crew members, shall be strictly adhered to by all crew members.
- 5.06 ~~All vessels shall be equipped with~~ all basic harbour charts and such charts shall be updated at least once a year.
- 5.07 The Captain shall ensure that all crew members participate in periodic life boat, fire, survival suit donning and anchor drills. Such drills, shall be carried out once a month or with a change of Captain or with a twenty-five percent change of crew and such drills shall be recorded in the log. However, there shall not be two drills in any one day unless there is a 50% crew change or CSI requirement. Drills will be conducted on departing port, this will take place ~~as soon as~~ possible after the vessel has left the wharf.
- 5.08 Life rafts, life boats, life boat davits, winches and fire escape hatches shall be inspected at the start of each trip by the crew ~~and entered~~ in the log.
- 5.09 Trawler Safety ~~Manuals~~ shall be provided to all new crew members and the Captain shall assign someone to familiarize the new crew member with the safety features such as fire stations, boat stations, life jackets and escape hatches at the commencement of the voyage. This shall be noted in the ship's log.

ARTICLE 6 - DISCHARGE, TERMINATION & LEAVE

- 6.01 When a crew member is suspended or discharged from the company a written notice of such action indicating the reason shall be signed by the Captain or his designate and promptly forwarded to the crew member with a copy to the Union.
- 6.02 When the Captain intends to terminate a crew member from the company, Thirty-six (36) hours notice of the same shall be given.
- 6.03 A crew member who does not report for a scheduled sailing and who fails to provide at least thirty-six (36) hours notice will be subject to the following suspensions.
- 6.03.01 The first failure to report without giving proper notice will result in a one **(1) trip** suspension on any vessel covered by this collective agreement. This one (1) trip is in addition to the trip missed for failure to report.
- 6.03.02 The second failure to report without giving proper notice will result in a two (2) consecutive trip suspension on any vessel covered by this collective agreement. These two (2) trips are in addition **to** the trip missed for failure to report.
- 6.03.03 The third failure to report without giving proper notice will result in termination **from** the company.
- 6.03.04 The above may be excused where illness or compassionate grounds are established.
- 6.04 Where the Captain fails to give a crew member the thirty-six (36) hour notice **as** provided in Paragraph 6.02, and subject to Article 4, the Captain shall arrange to compensate the crew member who has been discharged.
- 6.05 **If** a crew member is discharged away from the vessel's home **port** for just cause or, if a crew member is not on board at the vessel's scheduled sailing time, then such crew member will be deemed to have quit and the Company will not be responsible for paying any transportation or other costs of **any** kind.
- 6.06 Any crew member that terminates his employment from the company while at sea or before completion of a normal trip will not receive any share for that trip. A normal trip for the purpose of **this** clause is defined **as** being one that ends with the discharge of all fish from the vessel. **This** will not apply to cases **of** injury, legitimate sickness or where a crew member is landed before the completion of a trip for compassionate reasons. In these cases and in other circumstances where there is some question regarding the legitimacy of the illness or injury or with the performance of the work of any crew member the decision as to what share, if any, a crew member shall receive will be made by the Captain and the vessel delegate after consultation with the crew members.

6.07 Four crew members will be granted a trip off at any one time, provided this does not interfere with the vessel's scheduled sailing. The request by crew members will be based on a first come, first serve basis and on one (1) trip notice. The request by crew members will be based on thirty-six (36) hours' notice providing there is a suitable replacement.

ARTICLE 7 - SHORE TIME

7.01 When a vessel lands after completion of a trip of normal duration all the crew shall have forty-eight (48) hours at home port before departure for the next trip.

7.01.01 The Company will pay a "trip incentive" of fifteen dollars and 50 cents (\$15.50) per sea day calculated to the nearest hour.

7.02.01 When the Company requires the vessel to land its trip at other than home port, the Company shall choose and pay transportation costs. For diversions of more than one hundred (100) miles from home port, if crew is travelling over a meal hour, and meals are not provided by the carrier, a meal allowance of fourteen (\$14.00) per meal will be provided. Alternately, for crew members choosing to remain with the vessel instead of being returned to homeport, the Company will pay a per meal rate of fourteen (\$14.00) per crew member per meal between vessel landing and scheduled sailing.

7.02.02 When the company requires a vessel to land outside the Province, the crew who voluntarily stay with the vessel, will be compensated with a bonus of five hundred dollars (\$500) for each trip landed outside the Province where the crew member remained with the vessel. ~~The Company will pay each crew member the \$500.00 on the settlement cheque so that income tax can be deducted.~~ The Company shall not require the crew to remain with the vessel for more than (2) two consecutive trips. This period may be extended if the majority of the crew agree.

7.03.01 Notwithstanding 7.01 above, vessels landing in home port on Fridays will not be required to sail before 0830 hours the following Monday, but can sail earlier if a majority of the crew agree.

7.03.02 There shall be no sailings after 1700 hours except in a diverted port where the sailing may take place at any time.

7.03.03 If a vessel returns to port for electronic or short term mechanical problems it shall sail at the earliest opportunity after the problem is rectified.

7.04 During Christmas season tie-up, vessels will not remain in port more than eight (8) days from the day of landing.

7.04.01 Each crew member who sails on vessels sailing from December 27th, not earlier than 1400 hours, until January 1st inclusive will receive four hundred dollars (\$400).

7.04.02 For vessels sailing on the seventh day or less, an additional seventy dollars (\$70) per crew member for each lesser day.

ARTICLE 8 - WORK IN PORT

8.01.01 Any crew member required to get a vessel ready for refit, after the vessel is in port, or required to get the vessel ready for sailing after the refit shall be paid for performing such duties at the following rates:

| | | |
|-----------------------|----|-------|
| Learner | \$ | 8.50 |
| Deckhand | | 11.50 |
| Trawlerman | | 12.00 |
| 2nd Engineer & Cook | | 12.00 |
| Bosun | | 12.50 |
| Mate & Chief Engineer | | 14.50 |

8.01.02 When getting vessel ready for refit while steaming home on last trip prior to refit, crew members who are required to perform work related to the refit shall receive a flat rate one time payment of \$35.00.

8.01.03 When gear must be removed for painting/maintenance purposes in port rate will be paid to each crew member required to perform the work.

8.02 When it is required to move a vessel while in Port, it shall normally be done by shore personnel, assisted by the Engineer when necessary, except in case of emergency or inclement weather when it may be deemed necessary by the Company that other crew members move the vessel. Other crew members will be paid for such work in accordance with the provision of Article 8.01.01

8.03 For putting on warps supplied marked, the Company will pay a Mate and/or Boson and/or an Engineer and the necessary additional crew members up to a maximum of fifty (50) man hours at the appropriate rates above.

8.04 If a sailing time has been scheduled and the vessel is not ready to sail at the scheduled sailing time and the sailing time is delayed in excess of two (2) hours for mechanical, electronic, crew or delayed icing reasons (refits excepted) the Company will, for the crew members on board, pay four (4) hours work in port at the rates specified in 8.01.01.

After the two (2) hours delay the Company shall pay work in port for crew members to stand by or re-schedule the sailing time.

New sailing time shall be written in the log book and signed by the Captain and the Union Delegate.

Crew members must sail on such delayed trips at the rescheduled sailing time to qualify for the compensation as above. All compensation will be added to the settlement of such delayed trip.

When a vessel returns to port before completion of her normal voyage because of mechanical problems, for longer than two (2) hours the Company will, for the crew members who signed on the said trip and remained to complete the said trip, pay the crew on the same basis as outlined above.

After the three days, where it appears there will be an extended delay, the Company will attempt to place the crew members on other Company vessels.

When on stand-by at other than home port, all meals shall be paid for by the Company at the average cost of food per day calculated from the provision costs of the most recent four (4) trips divided by the number of sea days involving those trips. The cook shall be paid for eight hours at work in port rates when 3 meals are served to the majority of the crew and such hours will be prorated if there are less than 3 meals involved, but in no case shall the payment be less than the stand-by pay.

A crew delivering a vessel to another port for repairs or for reasons other than fishing activities shall be paid work in port rates for the number of hours on watch plus travel hours returning to the original port and paid the meal allowance named in Article 7.02.01 for three (3) meals per day for each day involved in the delivery.

8.05 The fitting of new model trawls and all other work in port except putting ashore or taking aboard fishing gear, will be paid for at the rates set out in 8.01.01

8.06 The Company will give preference to a vessel's crew members when additional workers beyond the regular shore workers are required during refit.

8.07.01 All wire over sixty (60) feet in length excluding main warps shall be measured and spliced ashore.

8.07.02 When new models of ground trawls are introduced they will be made up ashore.

8.07.03 All cod ends made up ashore shall be standardized as per the trawl being used. Cod ends for stern trawlers shall have back straps and chaffing gear.

ARTICLE 9 - COMPANY'S RIGHTS

9.01' Management shall retain all rights not specifically taken away by this agreement.

ARTICLE 10 - SENIORITY

- 10.01 Seniority shall be defined **as** the length of continuous service, as a crew member with the company, from the last date of hire. Continuous service means uninterrupted active employment with the Company, with the exception of vacation, illness not exceeding twelve (12) consecutive calendar months, and lay off which does not exceed eighteen (18) consecutive calendar months.
- 10.02 There are two categories of crew members;
- 10.02.01 Active crew members. These are crew members who fill permanent positions onboard vessels.
- 10.02.02 Unassigned crew members. These are crew members who are on lay off because there are no available permanent positions to which they can be assigned.
- 10.03 Permanent vacancies will be determined by the Company, and will be filled from the list of unassigned crew members by order of seniority providing they meet the requirements for health, and, if required, special qualifications for engineers, cooks, bonuns, mates etc..
- 10.04 Temporary vacancies will be determined by the Company and will be filled in the same manner **as** that outlined for Permanent positions. If a permanent position becomes available, a crew member who **is** filling a temporary vacancy will not be precluded from the **opportunity**.
- 10.05 **An** unassigned crew member **who** meets the requirements and does not accept an offer of a permanent position will be dropped from the Unassigned list and his employment with the Company will cease.
- 10.06 **An** unassigned crew member who meets the requirements and does not accept an offer of a temporary position will be dropped to the bottom of the Unassigned list.

ARTICLE 11 - GENERAL

- 11.01 The Company agrees to make a deduction for Income Tax purposes from each crew member in accordance with the **Department of Revenue's** Tax Deduction Schedules and the Company shall remit the amount to the proper authorities. The Company, however, does not undertake to ensure that crew members pay the proper amount of Income Tax. It is understood that Income Tax deductions are arranged as a convenience to fishermen. T-4 slips issued to crew members after the end of the year will contain a statement of the amount of Union Dues deducted during the year.
- 11.02 All crew members shall be permitted to attend school for the purpose of studying for a ticket and shall be retained as crew members after their return.

- 11.03.01 If the vessel is required to make a tow, six thousand dollars (\$6,000) per day shall be added to the gross stock for each day of the tow and prorated for any part of a day.
- 11.03.02 When a vessel retrieves a complete useable trawl belonging to another vessel a value of two thousand, one hundred and fifty dollars (\$2,150) shall be added to crew share after calculation of the settlement.
- 11.03.03 Payments for (.01) and (.02) shall be made at settlement time of the applicable **trip**.
- 11.04.01 Engineers shall be required to clean and paint the engine room at sea with the exception of the deckheads and areas of ship's side beyond the normal reach, but shore personnel shall clean up the engine room after any repairs have been made in port.
- 11.04.02 Shore personnel shall be responsible for clean **up** of fish areas after the fish have been taken out of the vessel.
- 11.05 The crew members **of** each vessel may, during the time of discharge, supply a checker to be paid for by the crew members to **verify** the weight, cull and quality **of** fish unloaded.
- 11.06 A copy of the settlement sheet, crew deduction sheet, trip sheet, grocery list and cigarette sheet **shall** be supplied to the vessel's delegate after each trip before sailing and the delegate shall post **same** on the vessel.
- 11.07 Crew members who perform the work shall share any payment for roe when the Company requests the roe.
- 11.08 If the Company requires **an** extension **of a** regular **trip**, the Company will settle the crew for **fish** ten (10) or more days old, that were appropriately iced, at one grade higher than the dockside grade (except for reject fish) for such pens.
- 11.09 Ice will be removed **from** rigging and superstructure by shore personnel. **This** will be carried out to the Captain's satisfaction to ensure the **safety** of the vessel on departure for fishing.
- 11.10 Mattresses and mattress covers shall be supplied by the Company. The vessel's Union delegate shall report any unclean bunk to the Captain who shall immediately inform the Company. **Two (2)** blankets and one (1) small mattress shall be provided on each vessel for use **with** the stretcher.
- 11.11 A clothing allowance of four hundred (\$400) will be paid to all crew members at the same time **as** the vacation pay for all those who have sailed at least 70 days in the calendar year.
- 11.12 Under normal conditions a crew shall consist of a maximum of sixteen (16) crew members per vessel.

- 11.13 If a trawler is lost or a fire causes loss of personal clothing and gear each crew member shall be compensated, upon providing receipts and providing articles claimed are covered by insurance, a maximum of two thousand dollars (\$2,000) to cover these losses.
- 11.14 The Mate's Gear List shall be placed on the Chart Room table in the Wheelhouse and picked up by the shore personnel. It is the Mate's responsibility to assure that the gear supplied is complete per availability.
- 11.15 A crew member having an injury, illness or for compassionate reasons shall be landed at the nearest suitable **Port** or transferred at sea whichever, in the opinion of the Captain, is the most logical and safest. A crew member to be landed for compassionate reasons shall be on the death of the spouse, child, brother, sister, parents, grandparents and parents-in-law or legal guardian.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 No crew member shall be disciplined, suspended or discharged without just cause.
- 12.02 Both parties recognize the importance of processing grievances as quickly as possible and agree that any dispute concerning the administration, application or alleged violation **of this Agreement** shall be dealt with **as** follows:

STEP 1 Crew member grievances arising out of matters relating to ship board conditions or grievances arising from contract application or interpretation relating to benefits accruing under the contract shall be raised with the Captain during **a trip**. The Captain or designate shall reply **within three (3) days of** the matter being raised or twelve **(12) hours** prior to sailing time whichever is applicable to the situation.

STEP 2 If the grievance is not resolved at Step 1, the matter may be further discussed between the crewman and/or boat delegate and other designated representatives of the Union and the Fleet Captain or designate, or the Union may elect to proceed to Step 3.

STEP 3 If the grievance is not resolved at Step 1 or Step 2 it shall be submitted to the Manager, Fleet Operations or designate in writing stating the issue and remedy sought. Upon receipt of a grievance in writing, the Manager, Fleet Operations or designate shall, at the earliest possible date and in no case to exceed twelve (12) days, convene a meeting of such Company representatives **as** may be designated, together with the crewman and/or boat delegate, a provincial representative of the Union, if available, and such other people as the Union may designate. The matter will be decided and the Company's written reply to the grievance will be submitted to the Union within seven **(7) days** of the meeting with copies to all

interested parties.. If the grievance is not resolved through the foregoing procedure, either party may refer the matter to arbitration **as** herein provided.

12.03 Group and policy grievances initiated by the Union and Company grievances shall be submitted in writing specifying the Articles of the Collective Agreement allegedly violated by either party in accordance ~~with~~ Step 3. The party in receipt of the grievance shall reply within fourteen (14) days. Failing settlement, the matter shall be referred to arbitration **as** herein provided.

12.04 The time limits herein may be altered by mutual consent.

ARTICLE 13 - ARBITRATION

13.01 A matter in dispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any article of this Agreement may, in event of failure to reach agreement, be referred by either party to Arbitration by **an** Arbitration Board.

13.02 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.

13.03 Within ten (10) days after the date **of** delivery of the foregoing notice, the party initiating Arbitration shall notify the other party of the name of its representative on the Arbitration Board and the other party shall appoint its representative within ten (10) days of receipt of **this** notification.

13.04 In the event that either party shall fail to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister **of** Labour of the Province of Nova Scotia to appoint a representative on behalf of the defaulting party.

13.05 When the representatives have been appointed, they shall meet forthwith to choose a Chairman, who with the two **(2)** representatives shall constitute the Arbitration Board.

13.06 Should the representatives fail within five **(5)** days to agree on a Chairman, the Minister of Labour of **the Province** of Nova Scotia may be requested by the representatives of either **of** them to appoint a person who **shall** be Chairman **of** the Arbitration Board.

13.07 After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within twenty-one (21) days after the completion of taking evidence.

- 13.08 The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and plant holidays and may be extended by mutual consent of the parties or by the Arbitration Board.
- 13.09 The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding **on** both parties, but in no event shall the Arbitration Board have the power to add to, subtract from alter or amend this Agreement in any respect.
- 13.10 Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shall be shared equally between the parties.
- 13.11 By mutual agreement **of** both parties a single arbitrator may take the place **of** an Arbitration Board for the purposes **as** outlined above.

ARTICLE 14 - STRIKES AND LOCKOUTS

- 14.01 The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit-down, or slow-down or any strike or stoppage **of** any of the Company's operations **or any** curtailment **of** work or restriction **of** or interference with production or any picketing **of** the Company's property during the term **of this** Agreement.
- 14.02 The Company agrees that it will not cause or sanction a lockout during the term of **this** Agreement.

ARTICLE 15 - GROUP INSURANCE AND PENSION PLAN (effective March 1, 1998)

15.01a GROUP INSURANCE

This plan is a condition **of** crewing on Company vessels for all **crew** members starting from the first trip to sea.

The Company and the Union agree that the Insurance coverage generally summarized in this Article is noted in **this** Collective-Agreement for purposes of convenience only; that the actual insurance coverage for crew members is by the Insurers and not by the Company; that the Company will assist the Union and crew members with any claims under such insurance coverage which **is** not subject to arbitration but is rather governed by the actual Insurance policies of the Insurers.

Life Insurance & Accidental Death & Dismemberment

\$50,000 Life Insurance and \$50,000 Accidental Death and Dismemberment coverage (a total of \$100,000 on Accidental Death) shall be provided at all times while a crew member is with National Sea Products Limited including days at sea and days on land between trips or while on a granted leave of absence or while the vessel is on refit (for a maximum of **six (6)** months). This insurance shall be a condition of crewing on Company vessels and will continue while a crew member until the age of 65 at which time the benefit will be reduced by 50% until the age of 70 years is reached. **An** insurance card must be signed on the first trip at sea and coverage will be for that trip and future trips on Company vessels.

If a member of this group insurance plan becomes totally and permanently disabled from a sickness or accident before the age **of** 65 years, after a waiting period of six (6) months and **as long as** they remain totally and permanently disabled, which prevents them from performing work **of** any kind, they will be eligible to receive the amount of this Life Insurance in monthly installments spread over a 60 month period.

Group Accident and Sickness Insurance

This benefit is available to all members and is a condition of crewing on Company trawlers. The coverage **is** effective on completion of the first trip to sea. The benefits are payments of \$300 per week. Weekly sickness benefits start on the fourth day, non-industrial accident benefits start on the first day; both continue through to 26 weeks of disability. This means that the first 26 weeks of disability are covered by this plan. The next 15 weeks are covered by E.I. (Industrial accidents are, of course, covered by Workers' Compensation and not by this policy). This benefit continues to age 70, if still crewing on Company vessels.

Health Plan

This benefit is available to all members and is a condition **of** crewing on Company trawlers. The coverage is effective in the month following the first premium paid. Specifics of the **plan** will be found in the Group Benefit Plan Booklet which will be provided to each employee. Key coverages are **as** follows:

- Plan
 - managed care national formulary (Assure Health Inc.)
 - special authorizations approved by insurer
- Drug co-pay - \$5.00
- Extended health benefits - 100% reimbursement
- Vision care - \$125 at 100% every 24 months (eligible dependents every 12 months)
- Hospital
 - semi-private room - 100% reimbursement
 - private room - 80% reimbursement

Dental Plan

This benefit is available to all members and is a condition of crewing on Company trawlers. The coverage is effective on completion of 6 months of continuous service. The plan pays 80% of the 1996 provincial dental fee guide for the basis maintenance of teeth, such as cleaning, extractions and fillings, 50% of the 1996 provincial dental fee guide for major dental care services such as crowns and dentures to a maximum of \$1000 in any one calendar year, and 50% reimbursement for orthodontia which covers children from 6 to 18 years, to a \$1500 lifetime maximum.

The plan will pay for covered services after an annual deductible is satisfied - \$50 single and \$100 family.

All of the above statements are a *summary* of items covered in the policies and where an interpretation is required, the policies themselves will govern. These group insurance benefits are currently underwritten by Great West Life Assurance Company and the health plan card is administered through SHNS.

Monthly Cost of Benefit to Crew Members

To keep up eligibility a monthly payment must be made each month and it shall be deducted from each new crew member on the settlement of the first trip in each month. If for any reason a trip is not made such as for sickness, leave of absence, etc., it is important to arrange for the monthly payment to be paid in advance in order to maintain eligibility.

Starting Monthly Deductions

The rates may increase or decrease and therefore the deductions are **initial** starting deductions for April 1, 2001.

Life, AD&D, WI shall be fully paid by the Company
Health and dental benefits shall be paid **50%** by the Company
and 50% by the employee

| | Single | Family |
|-----------------------------------|----------------|-----------------|
| Health Plan | \$62.40 | \$156.00 |
| Dental Plan | \$11.10 | \$ 27.75 |
| | \$73.50 | \$183.75 |
| Employee initial monthly premiums | \$36.75 | \$91.88 |

15.01b PENSION PLAN

a) This plan is a condition of employment upon completion of three (3) trips as a full time designated crew member. Benefits will be retroactive to the first trip. The plan is a Nova Scotia Union Pension Plan. Pension benefits are as follows:

| | |
|----------------------|---------------------------|
| Jan 1/89 - Dec 31/91 | \$120 per year of service |
| Jan 1/92 - Dec 31/97 | \$144 per year of service |
| Jan 1/98 - Dec 31/99 | \$168 per year of service |
| Jan 1/00 - Dec 31/00 | \$180 per year of service |
| Jan 1/01 - Dec 31/01 | \$190 per year of service |
| Jan 1/02 | \$200 per year of service |

b) Effective January 1, 1989, one year of credited pension service will be achieved when an employee works 15 trips in a year. All employees whose trips are less than 15 trips per calendar year will be given a prorated year of credited service in the Plan.

c) Member Contributions to Pension Plan

Employees shall now be entitled to contribute an additional amount of monies to the pension plan to the maximum set by the PA rules.

d) Joint Survivor Benefit

For married members, the pension entitlement will be reduced to 95% to provide a Joint and 60% Survivor pension.

e) Pre-retirement/Death Benefit (for active or inactive members survived by spouse)

A pre-retirement death benefit equal to the sum of 60% of the commuted value of the member's pension shall be payable to their spouse.

f) Pre-retirement/Death Benefit (for members not survived by a spouse)

A pre-retirement death benefit equal to the sum of 60% of the commuted value of the member's pension shall be payable to their designated beneficiary.

ARTICLE 16 - PRODUCTION BONUS

16.01 Based on the number of sea days in continuous service since the date of last starting as a crew member on Company vessels, crew members will receive a production bonus as follows:

- 0 - 150 sea days within a three (3) year period - 4% of T4 earnings
- 151 sea days and over in a three (3) year period - 6% of T4 earnings

Employees who accumulate five (5) years of continuous service will receive 8% of T4 earnings.

Continuous service to qualify for the 8% is defined as completing not less ~~than~~ 15 trips per year or 90% of trips offered.

- 16.02** A crew member who did not make the required number of sea days owing to an injury or illness verified by a Doctor's certificate shall receive a production bonus in accordance with the provisions of paragraph 15.01 above.
- 16.03** Upon request, with four weeks notice, crew members shall receive their production bonus six (6) months. This pertains to the six (6) month period, January 1st to June 30th and July 1st to December 31st. **This** will be paid on a separate cheque.
- 16.04** Upon termination of a crew member, production bonus earned shall be paid no more than ten (10) days later.

ARTICLE 17 - SHARES

- 17.01** The lay arrangement for determining the amount of each crew member's share of the catch value is set forth in a separate Schedule "A" which shall be attached to and form part of this Agreement.
- 17.02** Crew members shall receive all monies owing to them for a previous trip if the vessel is delayed for more than two (2) days after discharging and grading of all the fish from the trip.
- 17.03** **With** regard to settlement cheques being made up in three (3) days after unloading, if any of the three (3) days are Saturday, Sunday or a Holiday they would not count **as** one (1) **or** more **of** the three (3) days.
- 17.04** Any money owing to a crew member will be paid to the crew member by adding it to their settlement cheques.

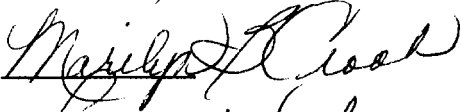
ARTICLE 18 - DURATION OF AGREEMENT

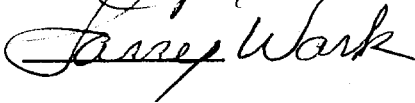
This Agreement shall become effective on January 1, 2000 and shall remain in effect until December 31, 2002 and thereafter shall be automatically renewed from year to year unless in any year within ninety (90) days preceding the date of expiration of this Agreement a written notice is given by either party to this Agreement to the other party informing the latter that it wishes to terminate or amend this Agreement or to negotiate a new one.

In such event, negotiations for a new agreement or amendment to the existing Agreement shall take place between the parties within fifteen (15) days after the receipt of such notice.

Dated at Halifax this 1st day of March, 2001


For: The National Automobile, Aerospace and Agricultural Implement Workers union of Canada (CAW - Canada) Local 1944

Marilyn Crook 

Larry Wark 

For: National Sea Products Limited

Larry Mossman 

David E. Reid 

SCHEDULE "A" - THE LAY ARRANGEMENT

1. A charge for Icers will be deducted from the Gross Stock for each trip of a vessel to determine the "Shared Stock" and thirty-seven (37%) percent of this amount shall be set aside as the crew's share **from** which the cost of provisions will be deducted before sharing the balance.

From this balance Learners (three (3) consecutive **trips** on a vessel) shall receive five-eighths (5/8) of a share, then the balance shall be shared equally among the rest of the crew. When a new unknown crew member joins a vessel claiming to be experienced the Captain **and** crew shall jointly decide during the first trip if such crew member shall be designated **as** a Learner.

Crew members making their first trip will receive full share if the Captain and the majority **of** the crew agree. This can go on for three (3) trips but the crew member must take a deckhand test **after** three (3) **trips**, if not they will go on five-eighths (5/8) share.

2. In addition to the foregoing share the Company will pay the following commissions to the following officers:

| | |
|----------------|---|
| Mate | - two percent (2%) of Shared Stock |
| Chief Engineer | - two percent (2%) of Shared Stock, when Certified - one and one half (1½%) of Shared Stock, when not Certified |
| Bosun | - one percent (1%) of Shared Stock when Certified - one and one half (1½%) of Shared Stock, when not Certified |
| Cook, | - five-eighths (5/8%) of Shared Stock - one per cent (1%) of Shared Stock with completion of cooking course approved by the company and union. |
| 2nd Engineer | - one percent (1%) of Shared Stock when certified and when performing preventive maintenance duties while at sea. -one half percent (½%) of Shared Stock, when not Certified. |

3. ICERS

(a) Four (4) Icers per vessel shall each be paid according to the following schedule and conditions. Payments shall be sixty dollars (\$60) per trip on the first 100,000 pounds plus five dollars (\$5.00) for each 10,000 pounds in excess of 100,000 pounds. For **this** pay the Icers shall take the responsibility for proper icing and shelving procedures on behalf of the crew regardless of who assists them in the icing.

(b) For Icers to receive their full icing payments they shall separate the species in the pens with the fish well iced and shelved in accordance with the shelf plan designed to assure good quality fish. This plan will be posted on each vessel. There shall be no more than ten percent (10%) Grade C plus Rejected fish which will be measured on a per pen basis. Fish in a pen can be downgraded due to improper icing and where the shelf boards are not resting on the strongbacks or when indications are that the boards were resting on ice and when a pen has mixed species. Mixed species will be permitted on the last part of a trip when the hold is full.

4. TRAWLERMEN

For each deckhand who passes the industry/union requirements for advancement to the rank of trawlerman, the Company will pay, in addition to the foregoing share, **an** amount **equal** to 0.35% of Shared Stock when certified and entered in the Service Record Book.

5. MINIMUM TRIP PER **DIEM**

The following rates per sea day, **calculated** to the nearest hour, are effective only when a completed trip with fish on board gives earnings, after deductions, below the equivalent of these amounts.

| | <u>2000/2001</u> |
|---|------------------|
| Learners | \$58.00 |
| Deckhands | 75.00 |
| Trawlerman Commission Plus | 75.00 |
| 2nd Eng. & Cook " " | 75.00 |
| Bosun " " | 75.00 |
| Mate & Chief Eng. " " | 75.00 |
| Icers " " | 75.00 |

6. EXPERIMENTAL/DEVELOPMENT TRIPS

| | |
|------------------------|-----------------|
| Trawlerman | \$120.00 |
| 2nd Eng., Bosun & Cook | \$125.00 |
| Mate & Chief Eng. | \$160.00 |

The Company will apply up to \$15.00 per man per sea day towards the provisions bill as well **as** paying for the provisions used by the observers/technicians.

7. DOCKSIDE GRADING

- (a) The Company will permit the Union's trained representative to check the grading at dockside at anytime.
- (b) Where a dockside grading dispute arises, the Company and the Union will pay equally for the services of a retired DFO Fisheries Officer to moderate the dispute.

SCHEDULE "B" - 2000 - 2001

| | GRADE A/B | GRADE C | REJECT |
|--|------------------|-------------------------|------------------------------|
| cod | | | |
| Steak | 0.2922 | 0.1899 | 0.005 |
| Market scrod | 0.2831 0.2199 | 0.1840 0.1429 | 0.005 0.005 |
| Haddock | | | |
| Large Scrod | 0.3807 0.3223 | 0.2474 0.2095 | 0.005 0.005 |
| Perch | | | |
| >33 cm. | 0.1700 | 0.1105 | 0.005 |
| 28 - 33 cm. | 0.1500 | 0.0975 | 0.005 |
| 24 - 28 cm. | 0.1300 | 0.0845 | 0.005 |
| 22 - 24 cm. | 0.0800 | 0.0520 | 0.005 |
| < 22 cm. | 0.0050 | 0.0050 | 0.005 |
| Perch (other) | | | |
| 30 Grand Banks Jan.1, 00 - Dec.31, 01 | | | |
| 22 - 24 cm. | 0.0900 | 0.0630 | 0.005 |
| 30 Grand Banks Jan.1, 02- Dec.31, 02 | | | |
| 22 - 24 cm. | 0.1000 | 0.0700 | 0.005 |
| Pollock | | | |
| Large small (1/2 - 2 1/2 lbs) | 0.1772 0.1463 | 0.1152 0.0951 | 0.005 0.005 |
| Flounder | 0.2457 | 0.1597 | 0.0050 |
| Greysole | 0.2457 | 0.1597 | 0.0050 |
| Yellowtail | 0.1990 | 0.1294 | 0.0050 |
| Turbot | 0.1874 | 0.1218 | 0.0050 |
| | PREMIUM | STANDARD | |
| Catfish | 0.1229 | 0.0838 | 0.005 |
| Cusk | 0.0919 | 0.0703 | 0.005 |
| Hake | 0.0936 | 0.0703 | 0.005 |
| Grenadier | 0.1840 | 0.1275 | 0.005 |

| | |
|-------------------------|--------|
| Halibut | |
| 12 - 50 | 1.5448 |
| 50 - 85 | 1.4863 |
| 85 - 125 | 1.3575 |
| Whale | 1.2289 |
| Chicken | 1.1703 |
| Snapper | 0.9129 |
| Damaged (over 12 lbs.) | 1.0299 |
| Damaged (under 12 lbs.) | 0.7724 |

The prices for halibut shown above are for **trips** with less than **500** pounds of halibut. Trips in excess of 500 pounds will be adjusted upward according to market prices less any related costs for large volume shipments, but in no case will be less than shown above. However, the halibut must be properly washed, cleaned and iced to receive prices over and above these stated prices.

The above prices are **FIXED** during the term of the agreement. Where market conditions could stop fishing or cause restrictions on a species at the above prices the Company will notify the Union two weeks in advance of ceasing operations or restricting a species or requesting a price change.

The Company expects crew members to cooperate in landing well iced and properly gutted, defect free fish and generally to continue to **strive for** quality improvements in order to hold and enlarge on the number of customers so important to continued operations and the welfare of all participants in this industry.

SCHEDULE "C"

STANDARD CONTENTS OF MEDICINE CHEST

| | | | |
|----|--|----|---|
| 1 | Disinfectant Soap | 40 | Antibiotic Healing Ointment |
| 2 | Surgical Bowl | 41 | Eye Shield/Eye Dressings |
| 3 | Medical Thermometer | 42 | Eyewash Solution (Normal Saline) |
| 4 | Surgical Scissors | | |
| 5 | Tweezers (bias point) | 43 | Eye Dropper |
| 6 | Blunt Forceps | 44 | Eye Drops (polysporin) |
| 7 | Bed Pan | 45 | Ear Drops (polysporin) |
| 8 | Urinal Bottle | 46 | Dental Cavity Kit |
| 9 | Speed Splint | | (With Toothache Drops) |
| 10 | Stretcher | 47 | Throat Lozenges |
| 11 | Triangular Bandages | 48 | Cough Syrup |
| 12 | Hernia Belt | 49 | Nose Drops |
| 13 | Tourniquet | 50 | Sinus Medication (sinu tab) |
| 14 | Pressure Dressings | 51 | Antibiotic Tablets for infection (prescription) |
| 15 | Safety Pins | | |
| 16 | Absorbent Cotton | 52 | Tylenol (regular strength) |
| 17 | Boil Dressing | 43 | Tylenol #1 |
| 18 | Gauze Bandages 1" to 4" | 44 | Tylenol #3 (pain killer medication) |
| 19 | Gauze Pads | | |
| 20 | Band-aids (assorted sizes & shapes) | 45 | Coricidin Flu Tablets |
| 21 | Adhesive Medical Tape (non allergic.) | 46 | Giavol Tablets |
| 22 | Elastocrepe Wrap 1" & 2" | 47 | Bromo or Alka Seltzer |
| 23 | Telfa Pads | 48 | Kaopectate |
| 24 | Roll Gauze | 49 | Ex-Lax |
| 25 | Tubegauze | 50 | Hemorrhoids Suppositories |
| 26 | Resuscitator Airway | 51 | Anti-Acid Tablets - Divol Chewable |
| 27 | Applicators | | |
| 28 | Epsom Salts | | |
| 29 | Rubbing Alcohol | | |
| 30 | Peroxide | | |
| 31 | Tr. Metaphen disinfectant | | |
| 32 | Vaseline | | |
| 33 | Sulphathiazole Healing Ointment (bum ointment) | | |
| 34 | First Aid Record Book | | |
| 35 | Advance First Aid Manual (St. John Ambulance) | | |
| 36 | Leather Wrist Strap | | |
| 37 | Bottle Smelling Salts | | |
| 38 | Minard's Liniment | | |
| 39 | Friars Balsam | | |

NATIONAL SEA PRODUCTS LIMITED
QUALITY GRADING PROGRAM FOR TRAWLER CAUGHT GROUND FISH

Fish shall be graded, at the time of discharge, as Grade "A", Grade "B", Grade "C" or Reject according to the following procedures:

1. At-Sea Fish Handling Practices

To qualify **as** Grade **A** the following requirements shall be met:

- (i) All fish shall be properly penned and shelved. To qualify **as** properly penned and shelved, the shelf boards shall be arranged according to a company approved shelving plan **as** posted on each vessel. The shelf boards should be resting on the shelf streaks (strongbacks) at the time of discharge and there should be no indication that the shelf boards rested on ice. Fish will not under any circumstance be downgraded for improper shelving caused by reasons that are beyond the control of the fishermen such **as**: penboards buckling from the weight of fish and ice, stanchions being distorted, shelf streaks improperly installed by shore personnel, etc.
- (ii) All fish shall be properly iced. Proper icing is achieved when each shelf **of** fish is encased in ice on all sides, top, and bottom and ice is mixed through the fish at time of discharge. Heavy layers of ice and layers of fish with no ice mixed through the fish shall not be considered proper icing. Fish shall not be downgraded for poor icing if the company fails to remove contaminated ice or ice that is more than 2 trips old.
- (iii) **Fish** flesh shall be 3.3 degrees Centigrade (**38** degrees Fahrenheit) or less but not frozen at the time **of** discharge.
- (iv) All fish shall be properly washed so that they do not contain sand, mud, gravel, any sea bottom debris or extreme amounts of blood at time of discharge.
- (v) All fish that are required to be gutted shall be cleanly gutted **so** that the gut content shall be less than 1% by weight at the time **of** discharge. Fish that contain more **than** 1% gut content by weight shall not **qualify as** Grade "A". All fish shall be properly ripped so that they are not ripped beyond the **anal** opening to ensure the fish are suitable for machine processing and **so** that they are not ripped on the side **so as** to affect fillet yield or the product in which the fillet can be packed.

All turbot, grenadier and all flatfish except greysole shall be properly bobtailed so that proper bleeding is assured and so that fillet yield is not affected. Tails shall not remain attached to the fish in **any** single **days** catch, providing 10% **or** less **of** the fish have the tails attached the **fish** shall qualify as Grade "A". When more than 20% of the fish have the tails attached the fish shall not qualify as Grade "A" and there shall be a weight deduction for tails that remain attached to the fish.

- (vi) Boxed or containerized fish shall be properly filled and stacked so that the weight of one container is not resting on the fish in another container.

In the application of all of the above standards in borderline cases the benefit of doubt shall always be given to the fish qualifying as Grade "A". Fish that do not meet the above requirements shall be downgraded to Grade "B" provided they are wholesome and satisfy other standard requirements.

The purpose of the above standards is to ensure all fishermen use good at-sea fish handling practices to ensure that they land the maximum amount of top grade fish. In application of these standards fish shall not be downgraded for any reason that is beyond the control of the fishermen themselves.

NATIONAL SEA PRODUCTS LIMITED
FISH WEIGHING AND RECEIPT PROCEDURES

1. All fish shall be unloaded directly from the trawler through existing unloading systems and weighed over scales approved and stamped by the Department of Weights and Measures and monitored regularly by the Union.
2. Scales shall not be adjusted upward or downward to allow for any factors and shall balance at zero (0) all year round.
3. The Weighmaster shall record the actual weight and specie contained in each lot of fish before tripping scales or allowing the removal of each lot of fish, and make available to the Union, if requested, a copy of the original record.
4. Gross weight shall be the total weight that passes over the scales or the total weight passing over scales plus anything culled out prior to tallying weight.
5. Deductions from gross weight may be made for the following reasons:
 - (a) ice and water
 - (b) undersize fish
 - (c) inedible species
 - (d) green spots
 - (e) congenital defects not including normal infestation by worms
6. Deductions to be made from the gross weight shall be arrived at in the following manner:
 - (a) for ice and water - random samples, minimum of five (5) per **shift**, to determine appropriate percentages;
 - (b) for undersize fish - random samples, minimum of five (5) per **shift** to establish appropriate percentage **to be** deducted **from** gross weight. Where practical the foregoing percentage shall be checked against the actual weight **of** undersized fish culled out on the production line anywhere from trawler to cutting line, to ensure that the percentage is reasonably accurate. Where this comparison is made and carried out to completion, and the results do not coincide, the actual weight culled out will be used for making deductions **from gross** weight;
 - (c) for inedible species - (i) random samples, minimum **of** five (5) per **shift**, to establish the appropriate percentage to be deducted from gross weight, or (ii) the actual weight of such specie culled out on the production line;
 - (d) for green spots - these fillets shall be culled out, weighed and converted back to dressed fish on the basis of a standard twenty-eight percent (28%) yield;
 - (e) for congenital defects not including normal infestation by worms - in the same manner as green spots

7. Deductions for reasons outlined in 5(d) **and** 5(e) herein, which amount to five percent (5%) or more of gross weight, will be certified in writing by a Federal Fisheries Inspection Officer provided one is readily available and is willing to do so.
8. In any dispute over quality at time and point of discharge, the opinion of the Federal Fisheries Inspection Officer shall prevail providing the Officer is available and willing to express his opinion subject to arbitration **as** herein provided.
9. If all fish are processed before the trawler is settled, the deduction will be the actual amounts found. If the trawler is settled before all fish are cut, the deduction will be based on the percentage found up to the time **of** settlement.
10. The Company will endeavour to ensure that quality does not suffer **as** a result of any of its actions. **An** allegation by the Union that the Company has failed in this regard may be dealt with without disruption through grievance and arbitration.
11. The receipt shall show the net processable fish as per species and size, the deductions from gross weight for items 5(a) to 5(e), and the reasons **for** same.
12. With respect to boxed **or** containerized fish the following shall apply:
 - (a) **For** each species boxed or containerized fish, the contents **of** a minimum **of 10% of** the boxes **or** containers, randomly chosen, shall be applied to the entire catch as the basis **for** settling the trip.
 - (b) With respect to quality dockside grading, a sampling procedure similar to that used for **penned** fish shall be applied to the sample boxes in **A** above, **as** the basis for determining the quality grades.

SCHEDULE "D"

CLASSIFICATIONS FOR POSITIONS ON DECK

TRAWLERMAN

A Trawlerman is a fisherman who has passed the Trawlerman Test or Course successfully.

A fisherman who has sailed as Captain, Mate or Bosun for 60 seadays (Bosun on any one member fishing vessel) within a 12 month period and who holds a valid certificate (where applicable) and who then sails on the deck of a member vessel will automatically be classified **as** a Trawlerman.

Any Trawlerman who does not perform to the standard **of** the Trawlerman classification in the opinion of the Captain and ship's delegate shall not receive the Trawlerman bonus.

In the event that there is a dispute between the Captain and ship's delegate, the matter shall be referred to ~~arbitration~~ and the person may be required to retake the Trawlerman Test.

DECKHAND

A Deckhand **is** a fisherman who has successfully passed the Deckhand Test or Course or who was registered prior to October 31, 1979 with the defunct Record Book Plan .

Any fisherman who is registered as a Chief, 2nd Engineer, or Cook prior to October 31, 1979 will receive **a** Deckhand's share for sailing on deck unless the person is a registered Trawlerman.

Any fisherman who is registered **as** Chief, 2nd Engineer, or Cook after October 31, 1979 and who subsequently sails on deck **is** "eligible"* to receive full share for 30 days after which the person must take **and** pass the Deckhand test to maintain the full share.

*"eligible" - depending on Captain and crew approval for each trip for each vessel.

LEARNER

A Learner is a fisherman who does not have proof **of** 30 seadays experience within a 90 day period or 40 **seadays** within an 18 month period before October 31, 1979. A Learner will receive 5/8 of a share. To advance to Deckhand a Learner must successfully pass the Deckhand Test or Course.

LETTER OF UNDERSTANDING

RE: ICEREMOVAL

The Company agrees to remove all the ice from penned vessels on the completion of a normal trip between June 1st to August 31st.

LETTER OF UNDERSTANDING

RE: SAINT PIERRE COD LANDINGS

Cod prices to fishermen shall be directly proportional to the contract price/lb. NSP receives from Saint Pierre.

The price shall be confirmed in writing to the **Union** prior to the start of the **fishing** season.