

**COLLECTIVE AGREEMENT**

Between

**FISHERY PRODUCTS INTERNATIONAL LIMITED**

**And**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA)  
and its Local 1944**

**January 1, 1996 - December 31, 1998**

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ARTICLE 1 - RECOGNITION

- 1:01        The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada), as the collective bargaining agent for all crewmembers, excluding captains, on scallop vessels owned and/or chartered by the Company operating out of Nova Scotia ports.
- 1:02        The Company shall not make any individual agreement with the crew directly or indirectly in conflict with this agreement.
- 1:03        Where any fisheries other than scallop fishing areas entered into involving new species, methods of catching, or requiring a different method of settlement, either party on notice to the other may request appropriate amendment or additions to the contract. Failing settlement, matters in dispute shall be referred to arbitration upon ten (10) days' notice by either party.

1:04(A) It is recognized by the Union and its members that mates and chiefs, while members of the bargaining unit, are in fact ships officers and responsible for the exercise of certain management functions, which functions do not include the final authority to hire, fire, suspend, promote or demote. They will exercise these duties and responsibilities as established by the Company and maintain discipline and efficiency. Membership in a bargaining unit is not to restrict mates and chiefs in the proper performance of their duties.

1:04(B) Without limiting the generality of 1:04 (A) it is agreed that the prime responsibilities of the mates are:

1. pilotage, safety and navigation of the vessel;
2. supervision, as required of the crew;
3. responsible to the Captain for the overall cost efficient operation of the vessel;
4. direction of the crew when handling raw material at sea to ensure the highest standards of quality;

1:04(C) Without limiting the generality of 1:04 (A) the prime responsibility of the Engineer is to efficiently operate and maintain the engine room equipment and to maintain other mechanical and electrical equipment on board the vessels and to promote the highest level of maintenance and safety. Engineers shall be directly responsible to the Captain while at sea for the efficient operation and maintenance of those areas of the vessel which are the responsibility of the engineers.

1:05 Throughout this Agreement, the masculine shall include the feminine and the singular shall include the plural as the context may require.

## ARTICLE 2 - UNION SECURITY

2:01 The Company agrees that all crewmembers of the bargaining unit, as a condition of employment, will become members upon hiring and must remain members in good standing as a condition of continuing as a crewmember.

2:02 The Captain shall inform the new crewmember upon hiring of the existence of the Union and the name of the Union steward.

- 2:03           When hiring new crewmembers, preference in hiring will be given to members of the CAW Local 1970, who are readily available before or at sailing time, who have the necessary conduct, skill and ability to perform the job for which they are to be hired. No vessel scheduled sailing time shall be delayed by reason of the requirements of this clause.
- 2:04           The crewmembers upon being hired by the Company shall sign a written authorization and the Company agrees to deduct initiation fees, rejoining fees and union dues from each trip. The Secretary-Treasurer of Local 1970, CAW will advise the Company in writing of the amount to be deducted.
- 2:05           The Company will transmit Union dues' deductions to C.A.W. Local 1944, P.O. Box 1573, Lunenburg, Nova Scotia BOJ 2CO, together with an alphabetical list of the names of those from whom the deductions were made, by the fifteenth (15th.) day of the month following the month the deductions were made.

2:06 The Company shall maintain lists of eligible applicants in the vessels' home port who are awaiting transfer or an opportunity to sail. As vacancies become available they will be filled from the list of the applicants available provided that they have the necessary conduct, skill and ability to perform the duties required. Applicants shall fill out and renew the ports application form every six (6) months. Union officers or vessel delegates may have access to these lists on request.

2:07 The Company shall forward the sum of Three Thousand Dollars (\$3,000.00) by June 1st. of each year to the C.A.W. Paid Education Leave Program, R.R. #1, C.A.W. Road 25, Port Elgin, Ontario NOH 2C5. This is to provide persons covered by this Agreement an opportunity to attend educational seminars.

### ARTICLE 3 - DISCRIMINATION

3:01 No discrimination will be exercised in hiring or other terms of employment or working conditions of the crewmembers because of membership in the Union or for accepting positions, serving on committees or representing the crewmembers covered by this agreement on any ground including race, creed, color, sex, age, religious or political affiliation.

ARTICLE 4 - UNION REPRESENTATIVE

4:01 The business agent or other official representative employed by the Union will be allowed access to the wharves, offices, scallop vessels of the Company for the transaction of Union business. The Union representative shall first notify the management of his presence and he shall not disrupt the normal Company operations.

4:02 One member of the crew shall act as Union steward representing the crew of his vessel and dealing with matters concerning the administration of this agreement. There shall be a fleet delegate representing the entire fleet.

ARTICLE 5 - INFORMATION EXCHANGE

5:01 The Union shall supply the Company in writing with the names and addresses and the positions of all Union officials responsible for the administration of this agreement. The Union will notify the Company of any changes.



- 5:02 The Company will submit to the Union in addition to the name of the crewmembers the address and telephone number where available, and social insurance number. Such information will be updated each month.
- 5:03 The T-4F slips issued to the crewmembers at the end of the year will contain a statement of the amount of Union dues deducted during the year.
- 5:04 Any crewmember who wishes a record of his service with the Company i.e. number of days at sea, rank or job performed, dates of promotion, etc., will be able to obtain this information during office hours at his home port.

ARTICLE 6 - LEAVE OF ABSENCE

- 6:01 Crewmembers will be granted leave on compassionate grounds when notice is received.
- 6:02 A crewmember desiring a trip off shall make a request as early as possible but in no event not less than forty-eight (48) hours prior to the scheduled sailing time. The Company will grant such a request in the order received subject to the

proper crewing of the vessel, not more than **three (3)** such leaves of absence may be granted at one time.

6:03 The Company agrees to grant leave of absence without pay to any crewmember for the purpose of attending a recognized institution in order to improve his skills as a crewmember. When he finishes his course he shall revert back to his former position in the same vessel.

6:04 The Company will grant leave of absence without pay for the purpose of attending to Union business upon the receipt of reasonable notice. Such leaves will not involve any interruption of sailing schedules due to the number of classifications involved.

6:05 Leave of absence without pay for serious personal reasons will be considered on an individual basis and will not be arbitrarily denied. Such leaves will not involve any interruption of sailing schedules due to the numbers of classifications involved.

6:06 Crewmembers on short-term leave of absence approved by the Company will have insurance coverage maintained for not less than thirty (30) days, premiums to be paid as required by the party responsible. Where a crewmember is on a leave of absence for training, at the request of the Company, the Company will continue to pay its portion of insurance premiums during the training period.

ARTICLE 7 - INSURANCE PLAN - PENSIONS

7:01 The Company agrees to maintain the existing benefits package including Blue Cross, Life Insurance, Accidental Death & Dismemberment and Weekly Indemnity. The level of benefits and the contributions made by the Company and the employees will remain as they are on the date of the signing of this Agreement. Any further increase in premiums to maintain the benefits during the term of this Agreement will be shared jointly between the Company and the employees but in no event is the Company's portion of the premiums to exceed sixty-five percent (65%) of the total cost. Employee contributions will first be attributed to cover the cost of Weekly Indemnity, the remainder being applied to the premium cost of the other benefits.

7:02 The Company agrees to maintain the flat rate benefit pension plan effective January 1, 1989 for all seniority crewmembers within the bargaining unit. Terms and conditions with respect to the pension plan are outlined in the pension plan document which will be attached to this Agreement as Schedule "C". Effective January 1st., 1992 crewmembers shall be credited service at a benefit rate of Twelve Dollars (\$12.00) per month per year of service. The basic year of service for crewmembers under the provisions of this plan will be 120 seadays.

7:03 The parties will recognize the Pension Board of Administration comprised of two (2) representatives each established between the Company and the Fishermen Food and Allied Workers Union chartered by the Canadian Auto Workers Union. The Board will have the following duties and responsibilities:

:01 To provide information to members on the terms and conditions of the Plan;

:02 To verify the calculation of credited service and retirement benefits;

:03 To develop such forms and statements as are necessary for the proper administration of the Plan.

The Board shall not be empowered to amend the Plan. The Plan shall only be amended by agreement between the Company and the Union.

ARTICLE 8 - SHORE TIME

8:01:01 When a vessel lands after the completion of a trip the crew shall be given leave according to the following schedule:

Over thirteen days at sea	-	5 nights ashore
Nine to thirteen days at sea	-	4 nights ashore
Seven or eight days at sea	-	3 nights ashore
Five or six days at sea	-	2 nights ashore
Three or four days at sea	-	1 night ashore

No vessel shall sail from the vessel's home port before 8:30 a.m. or after 1:00 p.m. on any day unless the majority of the crew agrees. Any landing after 10:00 p.m. shall not count as a night ashore.

- 8:01:02 Crewmembers whose vessels are prevented from sailing due to mechanical problems or having caught their quota will be laid-off immediately and the provisions of Clause 8:01:01 shall not apply.
- 8:02 No vessel shall be required to sail on Saturday, Sunday, or Good Friday unless the majority of the crew elect to do so. No vessel shall sail during the Lunenburg Fisheries Exhibition unless the majority of the crew agree. Crewmembers at sea during the Exhibition shall receive a fifteen percent (15%) bonus of Share if the Exhibition is missed entirely, prorated for the number of days of the Exhibition actually missed.
- 8:03 If a vessel returns to port, including its home port, for any problem, including weather, it will sail at the earliest opportunity after the problem is rectified or the weather clears. The Company reserves the right to discharge the vessel and start a new trip in which case leave will be granted according to the schedule in 8:01.

- 8:04:01 If a vessel lands at a port in Nova Scotia other than its home port, time used to travel back to its home port from the other port shall not be considered as part of shore time. The Company shall choose and pay transportation expenses to the home port and return and allow crewmembers the proper time in the home port as per 8:01. The Company shall pay crewmembers fifteen dollars (\$15.00) for food while travelling home and fifteen dollars (\$15.00) for food on the return to the other port to rejoin the vessel.
- 8:04:02 When at the request of the Company a vessel lands a regular trip at a port in Newfoundland, the Company may require the crew to turn-a-round in forty-eight (48) hours and sail the next trip, upon completion of the next trip the crew shall be entitled to shore time permitted in 8:01 plus lost shore time at the Newfoundland port. Should a vessel be required to land and discharge two consecutive trips at a port in Newfoundland then the Company shall choose and pay transportation expenses to the home port.
- 8:05 All crewmembers shall receive a bonus of fifteen (\$15.00) dollars per sea day in addition to their share for all days in excess of twenty-eight (28) days at sea between January and March 31st., the bonus to be paid prior to April 30th.

ARTICLE 9 - CHRISTMAS TIE-UP

9:01 All vessels shall be in port for Christmas tie-up before noon on December 23rd. and shall remain in port until January 7th.

ARTICLE 10 - WATCHES

10:01 Watches will continue as per present practice aboard each vessel, except that watches shall not be longer than seven and one-half (7 1/2) hours. Each crewmember shall have at least a four and one-half (4 1/2) hour rest period after seven and one-half (7 1/2) hours on watch. The watch will be blown down after seven and one-half (7 1/2) hours. No crewmembers shall be required to work more than fifteen and one-half (15 1/2) hours in any twenty-four (24) hour period.

10:02 A crewmember shall receive not less than one-half (1/2) hour for main meals and not less than fifteen (15) minutes for lunch break (i.e. one per shift).



ARTICLE 11 - TRIP SETTLEMENT

- 11:01 The Company agrees to pay fifty percent (50%) of the premium under the Canada Pension Plan and unemployment insurance and remit the same to the proper authorities.
- 11:202 The Company will provide an adequate statement with each pay cheque showing the amount and description of all deductions made.
- 11:03 The Company shall provide the ships delegate with a copy of the settlement sheet, trip sheet and grocery list before the vessel sails and the ships delegates shall post the same on the ships notice board.
- 11:04 The crewmembers of each vessel shall only be responsible for the scallops up to the point of discharge from the vessel. However, deduction from the ship's weight sheet will be made for:
- 1) non-marketable premium scallops, i.e. off-color, off-odor, tainted or unwholesome;
  - 2) viscera;

3) veins;

as revealed during production.

Scallops shall be weighted at the point of discharge from the vessel.

11:05 All vessels shall where practical be settled prior to 5:00 p.m. on December 23rd.

11:06 All scales for the weighing of scallops shall be checked on a regular basis by the Federal Department of Consumer and Corporate Affairs, Weights and Measures Division.

#### ARTICLE 12 - SENIORITY

12:01 New crewmembers will be regarded as probationary crewmembers for the first three (3) consecutive trips, upon successful completion of such probationary period a crewmember's seniority shall be dated as of the initial date of joining the vessel. At any time during the probationary period the Company shall have the right to discharge such a crewmember if the crewmember is unsatisfactory in the judgement of the Company. The grievance procedure provided in this agreement shall not be available to such probationary crewmembers if discharged.

- 12:02 A fleet seniority list showing the length of service for all crewmembers along with the name of the vessel will be posted on each vessel with a copy supplied to the Union every six (6) months.
- 12:03 Vessel service shall mean length of continuous service accumulated on the vessel to which a crewmember is assigned. Fleet seniority shall mean length of continuous service accumulated on Company vessels in the fleet (Riverport). Vessel seniority shall always apply first in preference to fleet seniority. Vacancies and promotions shall be filled first on the basis of vessel seniority and then on fleet seniority as provided for herein. To avoid disruption and sailing schedules temporary replacements may be used.
- 12:04:01 Crewmembers who wish to transfer to the same position on another vessel in the fleet shall advise the Company in writing. Should a permanent vacancy occur in the position requested the crewmember will be considered on the basis of fleet seniority. To accomodate such transfer sailing schedules are not to be disrupted.

- 12:04:02 A crewmember who transfers to another vessel in accordance with 12:04:01 may be assessed by the Captain and should a problem arise within the first two (2) trips, the Captain may advise the Local Management that a meeting with the crewmember, Captain, Management, and the Union is necessary to review and resolve the problem.
- 12:05:01 Crewmembers who have attained seniority and whose vessels are out of service for periods in excess of two (2) trips as a result of mechanical breakdown or refit who wish to sail as temporary replacements on other vessels shall advise the Company in writing. Such crewmembers shall be given preference in filling temporary vacancies on vessels in the port on the basis of Fleet seniority. Crewmembers will be given a reasonable period to return to their own vessels following a recall after layoff or refit. To avoid disruption of sailing schedules temporary replacements may be used.
- 12:05:02 Should vessel(s) be decommissioned for a period in excess of one (1) year, the crewmembers shall be entitled to exercise their Fleet seniority in accordance with the following:

Mates, Engineers and Cooks shall be entitled to bump the most junior crewmember in their respective classifications (e.g. Mate bumps most junior mate). Should a mate, engineer or cook displace the most junior person in their classification then the bumped mate, engineer or cook may bump the most junior deckhand provided he has more seniority. Should there be no crewmember junior in their classification then Mates, Engineers and Cooks may bump the most junior Deckhand in the fleet.

Deckhands from a decommissioned vessel shall be entitled to bump the most junior Deckhand in the Fleet.

Should the decommissioned vessel be returned to operation, all crewmembers affected will be provided first opportunity to return to their former vessel.

12:05:03 Crewmembers not having sufficient seniority to bump into a position on a vessel will retire their Fleet seniority and will be given preference in filling temporary vacancies on vessels throughout the fleet.

12:06:01 Crewmembers shall retain and accrue seniority while:

- a) on leave of absence authorized by the Company including leave of absence for union business;
- b) normal tie-up;
- c) if promoted outside the bargaining unit for a period of up to one (1) year;
- d) where the crewmember is waiting transfer to another vessel in the fleet;
- e) while on layoff up to twenty-four (24) months.

12:06:02 Crewmembers on Sick Leave or Workers Compensation shall retain and accrue seniority for a period equal to the seniority held at the time of sickness or disability. However, after three (3) years on Sick Leave or Workers Compensation a crewmember will lose his Vessel seniority and retain only Fleet seniority should he return to active duty.

12:07 Crewmembers shall lose seniority when:

- a) discharged for just cause;
- b) quit;
- c) fail to return to work following a leave of absence without just cause;
- d) fail to return to work following recall from layoff;
- e) layoff in excess of twenty-four (24) months;
- f) if promoted outside the bargaining unit for a period in excess of twelve (12) months.

12:08 When the Captain of a vessel is assigned to a bare boat his crew shall be transferred with him.

- 12:09:01 The parties agree to establish a relief priority list to include crewmembers who relieve on scallop vessels. Relieving crewmembers shall be ranked on the basis of the number of trips sailed and shall be called in relief in that order. New additions will be added to the list on the completion of three (3) trips from that port. Relief priority based on the total number of trips will be determinative of the opportunity to fill permanent vacancies within the fleet and attain seniority as a regular crewmember.
- 12:09:03 Relieving crewmembers who are called for a trip and refuse to sail without just cause, communicated at the time they are called, shall be placed at the bottom of the list. It is further agreed that where the Company has less than six (6) hours' notice of the need for a relieving crewmember, and none are at the port seeking a trip at sea, the Company may call the crewmember who resides closest to the plant. If no one on the relief list is available within twenty (20) miles of the vessel awaiting a crewmember, the Company may take on a new crewmember if available.



ARTICLE 13 - SAFETY

- 13:02 Any work necessary for the safety of the vessel, crew, cargo or tow, for the saving of other ships or lives, shall be performed at any time on immediate call by all crewmembers notwithstanding any other provisions of this agreement which might be construed to the contrary. The Captain will be the sole judge. No crewmember shall be required to endanger his personal safety in order to save equipment, gear, cargo or machinery.
- 13:02 The Company recognizes the need and the 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 such steps necessary to effectuate such duty.
- 13:03 Two men shall be in the pilot house at all times while the vessel is steaming, jogging or laying in adverse weather conditions. At least one man shall be in the pilot house at all times.
- 13:04 A first aid kit and a medicine chest shall be provided on each vessel by the Company. The first aid kit shall be kept at a readily accessible location, and the medicine chest shall be kept in the care of the Captain.

- 13:05 The boat delegate shall be allowed to check the first aid kit and the medicine chest prior to the docking at the end of each trip and to make a list of any shortages, stocked in accordance with the specifications in Schedule "B" (attached to and forming part of this Agreement.)
- 13:06 Life boat and fire drills shall be carried out monthly.
- 13:07 Anchor drills shall be carried out once every four months.
- 13:08 In addition to the safety equipment as required under the CSI tackle regulations, the Company shall supply once per contract term if necessary:
- a) a stretcher on each vessel;
  - b) a safety line for working aloft;
  - c) smoke detectors;
  - d) a scott air pack;
  - e) a copy of Manual of Safety and Health for Fishermen and Ships Captains' Medical Guide (used to be part of the first aid kit on any vessel);

- f) one pair of wire cutters on each vessel;
- g) fire extinguishers in the forecastle;
- h) safety legs for underneath the dump tables;
- i) all blocks overhead shall have safety chains or wire;
- j) ear muffs for engineers.

13:09 Before docking at the end of each trip the boat delegate and crew shall inspect life rafts, life boats, life boat davits, winches and fire escapes and report any discrepancies in writing on the form provided by the Company, to the Captain who shall take responsibility to see that any necessary repairs are carried out before the vessel starts its next trip.

13:10 A Port Safety Committee shall be formed consisting of two Union and two Company nominees. They shall meet at least four times in each year.

13:11 The Company agrees to contribute the sum of \$12,000 annually as assistance with Union expenses related to ongoing labour relations and safety programs put on by the Union for the benefit of the crewmembers of the Riverport fleet.

ARTICLE 14 - TOW JOB

14:01 If a vessel is required to make a tow \$5,200 per day shall be added to the gross stock for each day of the tow and prorated for any part of the day. Where a tow is made, payment under this clause shall apply for the time the vessel stops fishing until it is in the same or equivalent position to resume fishing during that trip or the trip is terminated and the crewmembers are released. Payments shall be made with the trips' settlement.

ARTICLE 15 - WORK-IN-PORT PAY

15:01 Crewmembers while acting in their capacity, engaged in sea trials, adjusting compasses, who are required to perform work while in port shall be paid the following rates:

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Mate/Chief Engineer	\$12.83
2nd. Engineer/Cooks	\$11.93
Deckhands	\$11.02

Time and one-half the basic rate shall apply after eight (8) hours per day or on Saturday. Double the rate shall apply on Sunday.

15:02 A crewmember shall be paid work-in-port rates for making up gear and the cost will be deducted from the crews' share.

15:03 The Chief engineer must be available if required, to work for up to four (4) hours on the first shift worked by the shore maintenance crew after the vessel lands and shall be paid at work-in-port rates.

#### ARTICLE 16 - SALVAGE PAY

16:01 In the event that a vessel salvages gear or equipment, the fair market value of the gear or equipment will be established by the Company and its appraiser at which time it will be dealt with in the same way as a regular trip if the gear or equipment is sold. The Company has no obligation to purchase the salvage. Any dispute over fair market value may be referred to arbitration.

ARTICLE 17 - JURY DUTY

17:01 The Company shall grant leave of absence without loss of seniority or accumulative benefits to a crewmember who serves as a juror.

ARTICLE 18 - BEREAVEMENT LEAVE

18:01 Should a crewmember suffer a bereavement and have to be brought ashore before the completion of a trip, he shall receive his full share and earnings as though he had completed the trip. The Company shall pay that portion of the earnings of the crewmember for the uncompleted sailing time in that trip.

18:02 Bereavement leave shall apply in the event of death of a crewmember's spouse, child, **step-child**, parents, either parent or step-parent but not both, sister, brother, grandparents, grandchild, legal guardian, commonlaw spouse, mother-in-law, and father-in-law.

- 18:03        Should the Company decide that a replacement is needed, the replacement shall share in the shared stock for his portion of the trip.
- 18:04        In the event of a bereavement at sea, the Company will choose and pay the transportation costs of the crewmember, if he is landed outside his home port, to his home port.
- 18:05        When a crewmember is scheduled to sail and a bereavement occurs within forty-eight (48) hours of his scheduled sailing time, the crewmember shall be compensated for the trip that is missed due to the bereavement as defined in 18:02, as a result of the vessel's sailing before the funeral.

ARTICLE 18 - ILLNESS OR INJURY

- 19:01        Should a crewmember be injured or become ill and have to be brought ashore before the completion of a trip he shall receive his full share and earnings as though he had completed the trip. The Company shall pay that portion of the earnings of the crewmember for the uncompleted sailing time in that trip.

- 19:02        Should the Company decide a replacement is needed, the replacement shall share in the shared stock for his portion of the trip.
- 19:03        In the event of illness or injury, a doctor's certificate must be supplied by the crewmember upon request. Crewmembers who have to be brought ashore as a result of illness within eighteen (18) hours of sailing shall not receive their full share and earnings, unless the illness is diagnosed and certified by a physician.
- 19:04        In the event a crewmember is injured in the performance of his duties after reporting for a scheduled sailing, and misses the trip as a result of such injury, he shall be compensated by the Company for the difference received from Workers Compensation and the amount he would have earned for that trip.
- 19:05        In the event of an injury or illness at sea the Company will choose and pay the transportation costs of the crewmember, if he is landed outside his home port, to his home port.



ARTICLE 20 - PURCHASING PROVISIONS

20:01 Crewmembers shall have the right to decide where provisions are purchased.

ARTICLE 21 - PRODUCTION BONUS

21:01 Based on the number of sea days in continuous service since the date of last employment with the Company as a crewmember, a crewmember who has attained seniority will be eligible to receive a **production bonus** as follows:

For sea days accumulated since date of last employment:

0 - 219 sea days	-	4% of earnings
220 - 1,619 sea days	-	6% of earnings
1,620 - 3,239 sea days	-	7% of earnings
3,240 sea days and over	-	8% of earnings

Crewmembers who fail to report for a scheduled sailing or quit without having given proper notice or have been discharged by the Company for failing to report for a scheduled sailing shall lose any entitlement to **production bonus** and all accumulated sea days.

The **production bonus** shall be payable prior to December 31st. in each year. Payment of the **bonus** accumulated shall be made on the last trip prior to September 15th. in each year. The balance will be paid on a triply basis for each trip after September 15th.

#### ARTICLE 22 - SHIP LOSS ALLOWANCE

22:01        When a vessel is lost or burned during a trip, all crewmembers will receive a lump sum payment of seven hundred and fifty dollars (\$750.00) each in full payment for loss of personal items.

22:02        If a vessel is lost or burned, the crew shall be compensated for their catch based upon their last haul prior to the loss of the vessel.

ARTICLE 23 - BONDED STOCK

23:01        The Company will ensure that bonded goods are put on board each vessel before the beginning of each trip as per the Captains' instructions and all costs are to be borne by the crew. All bonded stocks are to be divided equally among all crewmembers. The parties agree that bonded goods do not include alcoholic beverages.

ARTICLE 24- MANAGEMENT'S RIGHTS

24:01        It is the exclusive function of the Company to maintain order, discipline and efficiency to sign on, classify, discharge or discipline crewmembers, provided that no crewmember can be suspended, discharged or otherwise disciplined without just cause.

24:02        It is the exclusive function of the Company to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of vessels, the methods of operating, sailing and work schedules, kinds and locations of equipment to be used, processing methods and to establish standards of performance for all operations and crewmembers.

24:03 The Company may establish from time to time rules and regulations governing crewmembers covered by this agreement, providing that such rules and regulations are not contrary to the provisions of this agreement.

ARTICLE 25 - DISCHARGE OR SUSPENSION

25:01 No crewmember shall be disciplined, suspended or discharged without just cause.

25:02 When a crewmember is suspended or discharged a written notice of such action or form indicating the reason shall be signed by the Captain or Company representative with a copy forwarded promptly to the crewmember and a copy to the Union.

25:03 When a crewmember is discharged away from a vessel's home port, the Company shall choose and provide his transportation and lodging back to the home port. The Company has no responsibility for the crewmember who quits.

- 25:04 Crewmember who without just cause or without having received permission fail to report for a scheduled sailing shall be disciplined with dismissal. The Company may suspend or vary disciplinary action provided the crewmember has given an explanation within twenty-four (24) hours of his failure to report.
- 25:05 Any crewmember who stops working at sea or leaves a vessel before the completion of a trip will not receive any share for that trip and will be considered as having quit without proper notice. This will not apply to cases of injury or where a crewmember is landed before the completion of a trip for compassionate reasons.
- 25:06 Matters of a disciplinary nature or expressions of dissatisfaction with the performance of a crewmember shall be recorded in writing and placed in the personnel file of the crewmember with a copy to the Union. Such matters if not recorded, shall not be considered as part of a crewmember's record. The record of disciplinary action will be removed from a crewmember's file after one hundred and twenty (120) sea days if no further disciplinary action has been taken.

ARTICLE 26 - WORKING CONDITIONS

26:01 It is the responsibility of the Company to ensure that all vessels are made ready for the scheduled sailing times, but it is clearly understood that the responsibility of readying fishing gear is that of the crew.

26:02:01 The Company shall inform the crewmembers of the scheduled sailing time of the vessel and all crewmembers shall report for the scheduled sailing time unless otherwise advised. The Company shall request that each crewmember will provide a point of contact where the crewmember can be reached directly by phone so that any change in sailing schedules can be communicated. The Company shall have filled its obligation with regard to notifying crewmembers by leaving a message at the point of contact for each individual crewmembers the Company shall have no responsibility to a crewmember who does not advise the Company of a change in his point of contact.

26:02:02 Crewmembers reporting for a scheduled sailing which is delayed as a result of a mechanical failure and through no fault of any of them shall receive reporting pay under the following terms and conditions:

1. all crewmembers must be present and ready to sail;
2. reporting pay, when applicable, will be computed from the time when all the crewmembers are ready to sail on or after the scheduled sailing time;
3. provided the trawler sails within one (1) hour of the time referred to in 2 above, reporting pay shall not apply;
4. should the vessel not sail within one (1) hour of the time referred to in 3 above, the crewmembers shall receive reporting pay at work-in-port rates starting at the time referred to in 2 above until the vessel actually sails or the crewmembers are released. In the event that the crewmembers are released, they shall receive a minimum of three (3) hours' reporting pay or payment for the actual hours they were required to stand-by, whichever is greater.

26:03 Sailing times will be based on the weather report issued from the official the Maritime weather office of Environment Canada. The Company will arrange for this report to be received daily. On Sunday the Captain will contact the weather office directly for information.

The following weather guidelines will apply:

- 1) Wooden vessels shall not be expected to sail at their scheduled sailing time if winds of more than thirty (30) knots are forecast to continue for the area to be fished or exist in Riverport at that time.
- 2) Steel vessels shall not be expected to sail if winds of more than thirty-five (35) knots are forecast to continue for the area to be fished.

The Captain shall be the sole judge of weather conditions and shall be entirely responsible for the safety of the vessel.

26:04 The Company shall be responsible for diesel fuel and electricity during tie-ups.

26:05 Present practices with respect to vessel discharge will continue during the term of this Agreement.

26:06 When a vessel lands and discharges its catch at another port other than its home port and members of their crew are required to work on or watch the vessel during the turnaround, the Company shall compensate the crew required to work at the applicable work-in-port rates.



- 26:07 When a vessel lands during a fishing trip due to mechanical failure crewmembers who are required to work, remain on watch, or stand-by the vessel during repairs, shall be paid work-in-port rates. Crewmembers not required to work or remain on the vessel must be available at sailing times.
- 26:08 The Company shall supply soap, buckets, brooms, mops, etc., for the cleaning of the vessels.
- 26:09 A clothing allowance shall be paid to crewmembers who sail on Company vessels 100 sea days or more in each calendar year at the rate of \$1.60 per sea day for each sea day accumulated. Clothing allowance will be paid prior to December 15th. in each calendar year. Crewmembers will not be penalized with respect to their clothing allowance for sea days lost due to leave of absence or illness.
- 26:10 Present practice with respect to groundfish sales will continue.
- 26:11 When a vessel docks in a port in Newfoundland crewmembers will receive an advance of two hundred dollars (\$200.00) on their settlement.

26:12 No vessels shall sail with less than thirteen (13) crewmembers.

26:13 The Company will ensure that each crewmember will receive not less than seventy-five dollars (\$75.00) exclusive of commissions and per diems, for every fishing day, including jogging time but exclusive of steaming to and from the fishing grounds, for each trip for any area fished.

26:14 Crewmembers will only be responsible for the wages of shore gang personnel from the time the boat actually docks.

#### ARTICLE 27 - STRIKES AND LOCKOUTS

27:01 During the life of this agreement the Union and its members agree individually and collectively that its terms and conditions are binding on them and further agree that there shall be no strike, sit-down, slow-down, stoppage or suspension of work, either complete or partial for any reason.

27:02 The Company agrees that during the term of this agreement there shall be no lock-out.

27:03 No crewmembers shall be forced as a condition of employment to cross a legal picket line.

ARTICLE 28 - GRIEVANCE PROCEDURE

28:01 Should a dispute arise with respect to the interpretation, operation, application or an alleged violation of this Agreement, including any question as to whether a matter is arbitrable, both parties shall resolve the dispute in accordance with the following procedure:

STEP 1:

If a crewmember or boat delegate alleges a violation of the agreement the issue shall be raised promptly with the Captain who shall log the grievance. The Captain shall obtain particulars from the crewmember and/or the boat delegate and advise the griever of his decision within twenty-four (24) hours.

## STEP 2

If the grievance is not resolved in STEP 1 the matter shall be referred to the marine manager or his delegate in writing within five (5) days or for matters arising during a trip before the next scheduled sailing. The marine manager shall respond in writing within two (2) days or within two (2) days of any meeting mutually agreed to for the purpose of discussion of the issues between the Company and the Union.

## STEP 3

If the grievance is not resolved in STEP 2 the griever or the Union may refer the grievance in writing to the manager who shall respond within five (5) days or within two (2) days of any meeting mutually agreed to for review of the issues between the Company and the Union.

If the response of the manager does not settle the matter to the satisfaction of the griever, the matter may be referred to arbitration under Article 29.

28:02 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 in accordance with STEP 3. The party in receipt of the grievance shall reply within five (5) days. Failing settlement the matter shall be referred to arbitration as herein provided.

28:03 The time limits expressed herein may be expanded or compressed by mutual consent and shall be considered directory as opposed to mandatory. The parties are agreed on the importance of processing grievances as quickly as possible.

28:04 No grievance shall be lost through error in form or technical irregularity.

#### ARTICLE 29 - ARBITRATION

29:01 A matter in dispute between the Company and the Union involving the interpretation, application, or alleged violation of any Article of the Agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration.

- 29:02 A party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall stipulate the nature of the relief or remedy sought and specific Articles alleged to have been violated.
- 29:03 Within ten (10) days after the date of delivery of the foregoing notice the parties shall exchange letters on the respective choice of arbitrator with a view to agreement on selection.
- 29:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days then either party may request the Minister of Labour of the Province of Nova Scotia to appoint the arbitrator.
- 29:05 After the arbitrator has been appointed by the foregoing procedure he shall convene a meeting within five (5) days, if possible, with both parties, the arbitrator shall render a decision within thirty (30) days.
- 29:06 Whenever the subject matter of a grievance involves a loss of earnings or benefits, the arbitrator shall have the authority to restore either partially or completely such loss in accordance with his decision. The arbitrator shall have the authority to vary a disciplinary penalty.

- 29:07 In the case of an unjust dismissal or suspension there shall be no onus on the crewmember to mitigate losses.
- 29:08 The decision of the arbitrator on the matter and issues shall be final and binding on both parties but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this agreement in any respect.
- 29:09 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for the preliminary objection at the same time that it either gives notice of intention to arbitrate or responds to a notice of intention to arbitrate.
- 29:10 The time limits referred to in the arbitration procedure may only be expanded or compressed by mutual consent.
- 29:11 No grievance shall be lost through error in form or technical irregularity.
- 29:12 Each party shall pay its own cost and the fees and expenses of its witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.

ARTICLE 30 - DURATION OF AGREEMENT

30:01 This agreement shall become effective as of the 1st. day of January, 1996 and shall remain in effect until the 31st. day of December, 1998, 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 agreement. 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 Riverport, Nova Scotia this      day of                      , A.D. 1996.

IN WITNESS WHEREOF the parties hereunto their hands and seals subscribed and set the day and the year first before written.



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA

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SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

FISHERY PRODUCTS  
INTERNATIONAL LIMITED

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SCHEDULE "A"

Lay Arrangement

- 1) From the gross stock the following deductions shall be made:
  - a) Captains commission of five percent (5%);
  - b) Mates commission of one percent (1%);
  - c) Ice;
  - d) Fuel and lube oil, except lube oil for major oil changes shall not be deducted;
  - e) Bags and ties;
  - f) (i) Effective January 1st., **1996 twenty-one dollars (\$21.00)** per day at sea plus one (1) day for chief engineer certified, Effective January 1st., **1997 twenty-two dollars (\$22.00)** per day at sea plus one (1) day for chief engineer certified, and Effective January 1st., **1998 twenty-three dollars (\$23.00)** per day at sea plus one (1) day for chief engineer certified;

- (ii) Effective January 1st., 1996 sixteen dollars (\$16.00) per day at sea plus one (1) day for chief engineer if not certified, Effective January 1st., 1997 seventeen dollars (\$17.00) per day at sea plus one (1) day for chief engineer if not certified, and Effective January 1st., 1998 eighteen dollars (\$18.00) per day at sea plus one (1) day for chief engineer if not certified;
  
- g) (i) Effective January 1st., 1996 thirteen dollars (\$13.00) per day at sea plus one (1) day for second engineer if certified, Effective January 1st., 1997 fourteen dollars (\$14.00) per day at sea plus one (1) day for second engineer if certified; and Effective January 1st., 1998 fifteen dollars (\$15.00) per day at sea plus one (1) day for second engineer if certified;
  
- (ii) Effective January 1st., 1996 eleven dollars (\$11.00) per day at sea plus one (1) day for second engineer if not certified, Effective January 1st., 1997 twelve dollars (\$12.00) per day at sea plus one (1) day for second engineer if not certified; and Effective January 1st., 1998 thirteen dollars (\$13.00) per day at sea plus one (1) day for second engineer if not certified.

- h) In addition to the per diems paid to the engineers as described in (f) and (g) above the Company shall pay the following amounts for each sea day:

Chief Engineer - Effective January 1st., 1993 eight dollars (\$8.00) per sea day, Effective January 1st., 1994 ten dollars (\$10.00) per sea day.

2nd. Engineer - Effective January 1st., 1993 four dollars (\$4.00) per sea day, Effective January 1st., 1994 five dollars (\$5.00) per sea day.

Crewmembers working in the ice hold - The Company will pay the icers a total of two hundred dollars (\$200.00) per trip to be deducted from the gross value of the stock.

NOTE:

A portion of a day is defined as number of hours worked divided by twenty-four.

- 2) The remaining amount shall be the shared stock, and sixty percent (60%) of this amount shall be the crew's share with the remaining forty percent (40%) the Company share.

- 3) From the crews share the following deductions shall be made:
- a) provisions;
  - b) fifteen dollars (\$15.00) per sea day plus one (1) day for cook for time spent provisioning the vessel;
  - c) discharge costs;
  - d) learner pay as per item eight below.

The remaining amount shall be divided equally among crewmembers, including the Captain.

- 4) The price of scallops will vary from time to time up or down depending upon market conditions.
- 5) The existing arrangements for converted side trawlers with respect to chief engineers shall continue.
- 6) The cost of crewmembers making up gear at work-in-port rates shall be deducted from the crews share.

- 7) All galley equipment (excluding such expendable items as dishes, mugs, glasses, cutlery, etc., which after the initial issue will be replaced and paid for by crewmembers) which meet the Company's standards shall be supplied by the Company. Such equipment will be replaced when worn out; however, crewmembers will be charged for the repairs and replacement of such equipment that in the opinion of the Company was intentionally damaged. Worn out equipment shall be returned to the Company prior to replacement.
- 8) A crewmember who is advised by the Captain before sailing that he is a learner will receive a minimal of seventy-five dollars (\$75.00) per sea day. This amount may be increased by the Captain up to a full share but in no case will the learner receive more than a deckhand.
- 9) No vessel shall be settled in debt.
- 10) Engine room tools shall be kept in a secured locked tool box. The Company shall replace worn out, damaged or broken tools which are turned in. The replacement of stolen or misplaced tools will be deducted from the crews share where the Company has provided a secured tool box.

SCHEDULE "B"

<u>Quantity</u>	<u>Item</u>
2	Disinfectant soap
1	Surgical Bowl
1	Medical Thermometer
1 pr.	Surgical Scissors
1 pr.	Tweezers (Bias Point)
4	Eye Shield
1	Eye Rinse Cup
1	Eye Dropper
1 pr.	Blunt forcep
1	Bed pan
1	Urinal bottle (bed type)
1 set	Air Splints (complete for all limbs)
1	Stretcher (metal basket type for all new and replacement stretchers)
2	Triangular Bandage (for sling)
1	Hernia belt (adjustable elastic)
1	Resuscitator airway
6	Cough syrup (bottles)
2	Torniquet (34" 3 3/4" approx.)
2	Finger stalls
1	Leather wrist strap



1 pkg.	Safety pins
1 pkg.	Absorbent cotton (Institutional Size)
2 pkgs.	Boil dressings (assorted sizes)
2	Gauze burn dressings (medicated) containers
16	Gauze bandages 1" to 4" (of each size)
25	Gauze pads
100	Band-aids
4 rolls	Adhesive medical tape
2 rolls	Elastic bandages (three inch)
4	Eye dressings
1 vial	Eye drops
1 vial	Earache drops
1	Bottle eye wash solution
1 vial	Nose drops
1 vial	Toothache drops
1 pkg.	Applicators
1 pkg.	Hemorrhoid suppositories
100	ASA tablets (approx. 100)
100	222 tablets (approx. 100)
100	Darvon N Co (for pain) (approx. 100)
60	Penicillin tablets 500,000 units
100	Flu capsules (APC + C)
25	Gravol tablets (sea sickness)

1 pkg.	Grodent tablets
1 pkg.	Epson salts
1 pkg.	Brono or alka seltzer
2	Bottles kalpec (or similar) for diarrhea
2	Bottles castor oil
1	Bottle or pkg. Ex Lax or equivalent
2	Bottles Minards Liniment
1	Bottle Absorbine Junior liniment
2 oz.	Friars Balsom
1 tube	Antibiotic healing ointment
8 oz.	Rubbing alcohol
4 oz.	Peroxide
2 oz.	Iodine
1 oz.	Metaphen
3 tubes	Antiseptic ointment
3 tubes	Topical ointment or vaseline (or jars)
1 tube	Sulfathiazole healing ointment (for cuts, burns, etc.)

SCHEDULE "C"

**FISHERY PRODUCTS INTERNATIONAL LIMITED**

**BARGAINING UNIT PENSION PLAN**

**INTRODUCTION**

Having sufficient income to meet your financial needs when you reach retirement age is increasingly important to all Canadians. Your government benefits, such as the Canada Pension Plan and Old Age Security, will meet part of your requirements, but in order to face the challenge of maintaining a comfortable lifestyle after retirement, other sources of income are necessary. One important additional source of income is your Fishery Products International Limited (FPI) Pension Plan for unionized employees. This Plan, combined with government benefits and your own savings, will go a long way toward ensuring a secure retirement.

**HOW DO I BECOME A MEMBER?**

Participation in the Pension Plan is mandatory for all employees who are members of the Fishermen, Food and Allied Workers Union or CAW Canada, who have been employed continuously for two years by FPI and have reached age 21. You will be notified by the Human Resources Department when you are eligible to join.

### **WHAT DOES THE PLAN COST?**

**FPI pays all costs related to the Pension Plan, including its administration.**

### **WHEN DO PENSION BENEFITS START?**

**Your normal retirement date is the first day of the month following your 65th. birthday. If your birthday falls on the first day of a month, your Pension begins that day.**

**You can also retire anytime following your 55th. birthday, but the monthly amount of Pension you receive will be reduced by 6% for each full year prior to your normal retirement date. For example, if your normal retirement date is June 1, 1998 and your actual date of retirement is June 1, 1996, your monthly Pension benefit will be reduced by 12%.**

## **HOW IS MY PENSION DETERMINED?**

**Your Pension is based on a system of units. If you work in a plant each unit is equal to 1,800 hours of work. If you work on a trawler, 120 sea-days is equal to a unit. You may earn up to 1.5 units in any calendar year. If you work less than 1,800 hours in a plant or 120 days at sea, you will receive a portion of a unit. For example, 900 hours of plant work or 60 days at sea is equal to half a unit.**

**At the time of your retirement, each unit is equal to \$10 of monthly Pension. For example, if you have been a member of the Plan for 30 years when you reach age 65 and have accumulated 40 units during that period, the Plan will pay you \$400 a month. In any case, if you have been employed for five or more years by FPI, you are guaranteed a minimum Pension of \$50 a month.**

## **HOW WILL THE BENEFIT BE PAID?**

**Once you retire, you will receive your Pension every month for the balance of your life. In addition, if you are married and die before your husband or wife, the surviving spouse will continue to receive an amount equal to 60% of your monthly Pension for as long as he or she lives.**

### **WHAT HAPPENS TO MY PENSION IF I DIE AFTER RETIREMENT?**

**If you die within the first five years after retirement, the balance of the Pension for that five year period will be paid to your spouse or the person you have named as your beneficiary. If your spouse is still alive at the end of the five year period, he or she will continue to receive payments each month equal to 60% of your full Pension.**

### **WHAT HAPPENS IF I DIE BEFORE I RETIRE?**

**The value of your Pension at the time of death will be calculated and paid to your beneficiary as a lump sum.**

### **ARE THERE OTHER PENSION OPTIONS AVAILABLE?**

**Yes. You may choose a Pension that provides for a longer guarantee period or a Pension that provides a higher proportion of your full Pension for your surviving spouse. The amount of your Pension will be adjusted to reflect the option you select. See your Human Resources Department for details.**

### **WHAT HAPPENS IF I LEAVE FPI BEFORE RETIREMENT?**

**If you have been a member of the Pension Plan for at least two (2) years, or are 45 years of age and have been employed by FPI for 10 years you are considered to be vested. This means you will receive a deferred Pension when you reach age 65, based on the number of units built up while you were an FPI employee.**

### **WHO IS RESPONSIBLE FOR THE PENSION PLAN?**

**Your Pension is administered by a Committee made up of Union and Management Representatives.**

### **A FINAL NOTE**

**This Schedule contains a Plan language explanation of the Pension Plan. As such, it may not contain all of the details which are contained in the official Plan text that governs the Plan. If you have any questions about your Plan, please contact your Human Resources Department.**