

# Collective Agreement

Between



FISHERY PRODUCTS INTERNATIONAL LIMITED

Bonavista, Burin, Dildo (Processing Operations only), Fortune, Harbour Breton, Marystown, Port-au-Choix, Port Union and Triton

And



(Chartered by Canadian Auto Workers)

**Effective: January 1, 2003 to March 31, 2005**

PLANTS

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ARTICLE 1 - Recognition

- 1:01 - The Company recognizes the Union as the sole and exclusive Bargaining Agent for all employees of Fishery Products International Limited Plants, located at Bonavista, Burin, Dildo (processing operations only), Fortune, Harbour Breton, Marystown, Port-au-Choix, Port Union and Triton, in the Province of Newfoundland, save and except Manager, Assistant Manager, Personnel Manager, Office Manager, Assistant Office Manager, Controller, Assistant Controller, Cost Analyst, Personnel - Labour Relations Officer, Trawler Manager, Assistant Trawler Manager, Marine Superintendent, Port Safety Officer, Chief Electrician, Electronic Engineer, Chief Engineer, Maintenance Superintendent, Ship's Husband, Incentive Supervisors, Confidential Secretaries, Nurses, Time and Study Personnel, Quality Control Inspector, Foremen and those above the rank of Foremen, Watchmen at: Bonavista, Dildo, Fortune, and Office Staff at: Bonavista, Dildo and Triton.
- 1:02 - Persons in positions outside the bargaining unit shall not perform work done by classifications for which the working conditions are covered by this Agreement except for the purpose of demonstrating or instruction or in the event of a job no member of the bargaining unit is capable of performing.
- 1:03 - The Company shall not make any individual agreement with any member of the bargaining unit directly or indirectly in conflict with the provisions of this Agreement.
- 1:04:01 - The terms and conditions of this Agreement shall be binding upon the Company, its officers and employees, upon the Union, its officers and members but shall not include work performed by sub-contractors who provide services of labour under contract with the Company. However, the Company agrees not to sub-contract or contract out work normally done by employees within the bargaining unit provided there are employees within the bargaining unit with the necessary skills and ability who are available to perform the work.
- 1:04:02 - When the Company contracts out work to be performed on site at one of its plant operations it will ascertain, from the Contractor, the manpower requirements for the job and the extent to which there will be local hiring. The Company will endeavor to ensure that the Contractor will give preference of employment to Company employees who have the required skills and who are on lay-off at the time the contract work is to be performed. The Company will advise the Local Union of the work to be contracted out and the anticipated manpower requirements of the Contractor.
- 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 will give preference of employment to Union members except those who have quit or have been dismissed and employ only Union members when such are available and are capable, in the opinion of management, of doing efficiently the work for which they are to be hired.
- 2:02:01 - It is to be a condition of employment that all prospective employees, not already Union members, sign application forms to join the Union prior to commencement of work with the Company, and that the Company upon hiring, shall deduct from the wages of such employees the initiation fee, the Union dues, on a weekly basis, as advised by the Secretary-Treasurer of the **Fish**, Food and Allied Workers in accordance with their Constitution.
- 2:02:02 - Special assessments will only be implemented following acceptance by the membership, by secret ballot vote, as required by the FFAW Constitution, Article XII, Section 7(i). Following such vote, the Company will be notified by the Local Executive as to the amount of the deduction.
- 2:02:03 - The amount deducted under 2:02:01 and :02 will be forwarded to the Provincial Office of the **Fish**, Food and Allied Workers no later than the 15th. of each month. The Company will include the amount deducted for Union dues on T-4 slips.
- 2:03:01 - The Company shall make it a condition of employment that every member who is now a member or who hereafter becomes a member of the Union shall maintain his membership therein.
- 2:03:02 - The Company agrees to deduct from employees who are returning to the bargaining unit as a result of exercising their right under Clause 15:08 (d), the amount of Union dues required to update their membership as advised by the Secretary-Treasurer of the **Fish**, Food and Allied Workers.
- 2:04 - The Company agrees to inform all new employees of the existence of the Union. Upon hiring, each new employee shall be introduced to the appropriate Union Officer and issued a copy of this Collective Agreement. The Company agrees to provide one-half (1/2) hour each week for the Local Unit President, or his designate, to meet, during that week, with new hires employed by the Company for the first time.

ARTICLE 3 - Management Rights

- 3:01 - It is expressly understood and declared that except as modified by the terms of this Agreement, it is the exclusive right of the Company to manage the

affairs in which it is engaged and to direct its working forces. Without any limitation of the foregoing such rights include but are not limited to:

1. The introduction of technical improvements, changes in the method of operation, installation of systems which would improve working conditions and provide additional income for the individual worker, and the right to engage, lay-off, promote, transfer, and for just cause reprimand, suspend, or discharge.
2. The Company retains the sole and exclusive right to specify the work to be performed and services to be rendered by any employee or employees, or class of employees. The Union will not attempt to compel the Company to subdivide the work allocated to such employees in order to create additional classifications when, in the opinion of the Company, such new classifications are unnecessary.
3. Management rights are subject to the provisions of this Agreement and should be exercised in a manner that is fair, reasonable, and consistent with the terms of this Agreement.

#### ARTICLE 4 - Employee Rights

- 4:01 - Any disciplinary action taken by the Employer with respect to an employee may be subject to the grievance procedure set out in this Agreement.
- 4:02 - No discrimination will be exercised in the employment, retention, or working conditions of an employee because of membership in the Union or for accepting positions, serving on committees or representing the employees covered by this Agreement, or on grounds of color, sex, age, or religious or political affiliation.
- 4:03 - Employees in the bargaining unit, or a Union officer having written permission from an employee, upon signing a request form shall have access to their personnel records no later than the following business day, during office hours and shall, if requested, be provided with copies of material contained in such reports if pertinent to a pending arbitration.
- 4:04 - A member of the Local Executive shall receive a copy of any written warning to an employee. The record of any disciplinary action shall not be referred to or used against an employee after a period of six (6) months worked, during which time no disciplinary action has been taken, and any record of disciplinary action shall be removed from the employee's personnel file.

#### ARTICLE 5 - No Strike - No Lockout

- 5:01 - During the life of this Agreement there shall be no lock-out by the Company or any strike, sitdown, slowdown, stoppage or suspension of work, complete or partial, for any reason by the employees or any of them.
- 5:02 - In the event that the procedure for the settlement of contract negotiations has been completed in accordance with The **Labour** Relations Act, the Union agrees to give the Company seven (7) days' notice of its intention to strike.
- 5:03 - In the event of a strike or stoppage of work, the Union agrees to consult with the Company on the requirement for engineers for Boilers and Refrigeration. Employment of engineers will be permitted to ensure compliance with regulations and no loss of product or equipment. The Company will keep its requirements for engineers from the bargaining unit to a minimum. In the event of an emergency, the Union agrees, upon request, to supply the necessary manpower required.
- 5:04 - Notwithstanding the above, no employee shall be required to cross a picket line at the premises of any other Employer, or engage in work which involves the processing, handling, or transportation of any goods which have been shipped or diverted from any premises where there is a dispute between a company, shipper or his agent, or forwarder, and any outside Union performing work similar to that being performed by the members of the Union which is a party to this Agreement.
- 5:05 - In the event of any dispute occurring between the Union and any other company, firm, or individual, arising out of a breach of any agreement which may be existing between the Union and such other company, firm, or individual or for any other reason, or in the event of dispute between the Company and any other Union, firm, or individual, then in all such cases, there shall be no lockout, stoppage of work, or slowdown of work in relation to the Company's operations and no attempt will be made by the Union or any member thereof to interfere in any way with the operation of the Company because of the dispute.

#### ARTICLE 6 - Union Officers

- 6:01:01 - In all plants except Fortune, the Union will keep the Company advised of the employees who are to act as official representatives of their membership to deal with the management in matters pertaining to the proper administration of the Agreement during its term.
- 6:01:02 - In Fortune Plant, the Company will recognize a Plant Grievance Committee consisting of three members of the bargaining unit in addition to the concerned shop steward in each department. The Union shall keep the Company advised of the names of committee members, shop stewards, and

- officers of the Union who are involved in the administration of this Agreement.
- 6:02 - The Union will, wherever possible, avoid holding General Union meetings during working hours. When an emergency requires the calling of a meeting during working hours, the Union shall notify management as early as possible, in advance. Permission shall not be unreasonably withheld, unless volume and/or quality of fish necessitates same.
- 6:03 - Union officers will be permitted to leave their regular duties during working hours, with no loss of pay or benefits, in order to deal with Local Unit administration of the Collective Agreement or investigation of grievances or complaints, provided they first obtain permission of management. Such permission shall not be unreasonably withheld.
- 6:04 - Union officers will be granted a leave of absence, without pay, for the purpose of attending Union functions and meeting with management to negotiate renewal of the Collective Agreement. During such absence, vacation and seniority rights shall continue to accumulate.
- 6:05 - The Union shall appoint or elect, and the Company shall recognize and meet with such officers and stewards who are employees of the Company, as are necessary to administer adequately this Collective Agreement. It is understood that any Union Officer or Steward who has been dismissed, and whose dismissal is awaiting resolution under the grievance procedure, will continue to be recognized by the Company until such time as the grievance is resolved.
- 6:06 - The Unit Chairperson and Chief Steward shall have available to them six hours of time off with pay, in total, which time may be divided equally between them or equally between them and one other member of the steward body, during the last week of each month, for the purpose of preparing for the Labour Management Committee Meeting.
- 6:07 - The Service Representative or other official representative employed full or part time by the Union will be allowed access to the plant during working hours to conduct necessary Union Business. The Service Representative or Union Official shall first notify management of his presence and indicate the nature of his business. He shall not disrupt normal Company operations.
- 6:08 - The Company will contribute towards the orderly administration of the Collective Agreement, by payment to the Union, in each year of the Collective Agreement, a defined sum calculated as agreed between the Company and the Union. In addition the Company will pay for time lost from work and related travel expenses for the Union members of the Corporate Committees, defined in Article 20 and the Corporate Health and Safety Committee.

6:09 - The Company will contribute to the C.A.W. Paid Education Leave on January 1, 2003, the sum of \$42,500 and on January 1, 2004, the sum of \$45,000.

ARTICLE 7 - Working Conditions

7:01 - The Company agrees to provide and maintain the following working conditions:

- (a) Adequate, suitable, and modern toilet facilities.
- (b) Adequate, cool, clean drinking water.
- (c) Adequate ventilation in all places, especially those where there are heating units, such as the meal plant and bagging room.
- (d) Alarm systems in the generating and refrigeration room for use by the operators in case of emergency.
- (e) Suitable rest rooms, properly heated at all times, for discharge workers. Lockers for work clothes to be provided.
- (f) Suitable heat for lunch rooms and working areas.
- (g) Lunch rooms, with tables and seating accommodations, adequate in size for the number of employees involved.
- (h) Rotation, at reasonable intervals, of cold storage workers, in and out of cold storage rooms.
- (i) Lockers for work clothes of employees in plants where none now exist, under the following circumstances:
  - (i) New construction of processing plants.
  - (ii) Major renovations to existing facilities where space is not now available.
  - (iii) Where suitable space is available.
- (j) Access to a communications device for employees such as plant engineers and watchmen who are required to work alone.**

7:02 - TOOL ALLOWANCE

The Company agrees that maintenance tradesmen and other employees who are required to do maintenance work and use their own tools are entitled to compensation for same from the Company.

The employee must maintain the tools necessary to perform the work within his classification. Tools must be kept up-to-date as per the tool list agreed to by the Company and the Union. A Tool Allowance will be paid according to the following schedule:

<u>Value of Tools</u>	<u>cents/hour</u>
< \$500	5.0
\$500-1000	7.5
> \$1000	10.0

Care, maintenance, and replacement of tools are the responsibility of the employee. The Company will replace broken tools provided they are turned in by the employee and come from a recognized manufacturer of quality tools.

7:03 - CLOTHING

7:03:01 - Upon commencement of employment, each employee shall receive one (1) free issue of the clothing articles specified for the classification in which the employee has been hired.

Thereafter, the employee shall have additional issues as specified below in 7:03 (a) to (r) inclusive. All articles shall remain the property of the Company.

- a) Discharge Workers (Holding Shed Workers and Receiving Room Workers), Shrimp Receiving, Culler, and Inshore Fish Weigher.

One (1) set of rubber clothes and three (3) pairs of gloves every six (6) working months. One pair of safety rubber boots and one (1) liner for safety hat every 12 working months. Employees may purchase at the rate of one (1) set every six (6) working months, rubber clothes at half cost if the worn out article is turned in. Discharge workers, icers, signalmen, winchmen, who are required to work outside during winter months will be supplied with one (1) skidoo suit or insulated coveralls every six (6) working winter months. Winter months shall be November to April. Holding Shed Workers and Receiving Room Workers may, where applicable, substitute coveralls for rubber clothing.

- b) Meal Plant Workers and Offal Workers - One (1) pair of rubber pants or one (1) set of coveralls and one (1) pair of gloves every six (6) working months.

Where it is warranted, one (1) set of rubber clothes shall be supplied every six (6) working months.

- c) Maintenance Workers, Trawler Attendants, and Crane Operator - Refit, and Wire Splicers. Trawler Attendants will be eligible for two (2) sets of coveralls every twelve (12) working months Issued at six (6) month intervals, one (1) set of which may be insulated.

Maintenance Workers, Crane Operators (Refit), and Wire Splicers will be eligible for three (3) sets of coveralls every 12 working months issued at four (4) month intervals, one (1) set of which may be insulated. The whole group will be eligible for one (1) liner for safety helmet every 12 working months. Gloves will be supplied where warranted and on return of the worn out pair. A pool of rubber clothes shall be maintained at each Company location and an employee may use this clothing when required to work outside in inclement weather.

- d) Offal Truck Drivers, Forklift Operators, Packing Material/ Warehouse Workers, and Stockroom Clerks - One (1) pair of coveralls every six (6) working months, one pair of which may be insulated where required. Where it is warranted, the Forklift Operators may exchange one (1) pair of coveralls for one (1) skidoo suit.
- e) Engineers, Janitors, Weighmasters, and Cookhouse Attendants - One (1) pair of coveralls every six (6) working months. Janitors shall also be provided with one (1) shirt every six (6) working months. Where the Weighmaster requires a different issue, the present practice will be continued. Engineers shall be provided with one (1) pair of leather palm gloves every 12 working months.
- f) Fuelman, Payloader, and Backhoe Operator - Two (2) sets of coveralls every 12 working months issued at six (6) month intervals, one (1) set of which may be insulated. One (1) liner for safety helmet every 12 working months.
- g) Freezer and Mastering Department Workers, and End of Line Service Workers - One (1) shirt or smock and two (2) aprons every six (6) working months. Employees may purchase, at the rate of one (1) set every six (6) working months, replacement shirts or smocks and aprons at half cost if the worn out article is turned in. Freezing and Mastering Department Workers will be supplied with one (1) pair of gloves every six (6) working months.
- h) Cold Storage Area - Employees who regularly work in cold storage rooms will be supplied with mitts, footwear and one (1) skidoo suit or parka every twelve (12) working months. A pool, to a maximum of five (5) skidoo suits or parkas, will be maintained at each location and an employee may use this clothing when asked to work in the cold storage area on a temporary basis.

- i) Offal Freezer Workers - One (1) apron or one (1) pair of rubber pants, and two (2) pairs of gloves every six (6) working months.
- j) Production Line Workers, Secondary Processing Workers - One (1) shirt or one (1) smock every six (6) working months, and one (1) apron every four (4) working months. Employees may purchase, at the rate of one (1) set every six (6) working months, replacement shirts or smocks and aprons, at half-cost if the worn out article is turned in. Three (3) hairnets every 12 working months. Safety hard hats will be supplied to employees who are required by Safety regulations to wear them. Employees who, in the opinion of management, may require it will be supplied with one (1) - every six (6) working months.
- k) Cutters, Trimmers and Boners - One (1) knife every four (4) working months for trimmers and boners and one (1) knife every three (3) working months for cutters.
- l) Filleting Machine Operators and Heading Machine Operators - One (1) set of rubber clothes every 12 working months. One (1) set of rubber gloves every four (4) working months.
- m) Crab Butchers and Crab Choppers - Crab Butchers will be eligible for one (1) suit of rubber clothes, one (1) pair of rubber boots per operating season, and one (1) pair of gloves every working week, with the option of purchasing an additional two (2) pairs of gloves every working week for \$1.00 per pair. Crab Choppers will be eligible for one (1) pair of gloves every working week.
- n) Workers in Dogfish Production - Two (2) pairs of gloves every working week and one (1) apron every six (6) working months.
- o) Workers in Fish Roe - One (1) apron per every working month and four (4) pairs of gloves per season.
- p) Washdown or Clean-Up Crew - One (1) apron or one (1) pair of rubber pants every six (6) working months and four (4) pairs of gloves every six (6) working months. Where it is warranted, one (1) set of rubber clothes shall be supplied every six (6) working months.
- of q) Shrimp Peeler Operators - One (1) set of rubber clothes and two (2) pairs rubber gloves every six (6) working months.
- r) Adequate facilities will be provided so that employees will not harm their clothes or themselves in handling batteries and chemicals. The usual protective clothing will be supplied to welders. Employees painting trawlers will be supplied with coveralls.

**7:03:02 - The Corporate Labour Management Committee may establish a sub-committee to consider issues related to clothing.**

7:04 - Employees will receive a premium of thirty (30) cents per hour under the following circumstances:

- (i) all excessively dirty work, such as cleaning boilers, dirty tanks, etc.; or
- (ii) when working on ladders, floating scaffolding, or scaffolding at heights of twenty (20) feet or more, or above the level of the wheelhouse roof; or
- (iii) when required to work in confined spaces.

When the premium payment comes into effect, it will continue to apply to the end of the employee's shift. The premium payment under this clause shall apply only at any one time for one of the specified reasons. Where applicable, protective clothing for such work will be supplied by the Company.

7:05:01 - On returning to work from an absence due to illness or accident, employees will not normally be required to provide a doctor's certificate when they report to their supervisor.

7:05:02 - Where an employee has an excessive number of absences, the Company, on notice to the employee and the Local Union of the record, may require a doctor's certificate for any further absences arising from illness.

7:05:03 - In the case of a serious accident or accidents resulting in extended lost time, or as a result of any requirement of the Workers' Compensation Commission, an employee may be required to provide a doctor's certificate to certify that he is medically fit to resume his duties.

ARTICLE 8 - Classification and Wages

8:01 - Job classifications and wage rates shall be as shown in Schedule "A" attached to and forming part of this Agreement.

8:02 - When a new classification is established, or there is a substantial change in the duties of an existing classification during the term of this Agreement, the rates of pay for such new classification shall be agreed to by the parties and thereafter become part of Schedule "A" of this Agreement. Should the parties be unable to agree on the rate, the Company shall implement the new rate with the Union having the right to refer the matter to arbitration for final settlement. For the purpose of this Agreement classification means job title,

e.g., Cutter, Janitor; Job Grade refers to hourly rate for classifications in the same Job Grade.

8:03 - The Company agrees to discuss with the Local Union Executive new methods of operations, systems, or equipment related to new product production. The Company will also discuss with the Local Union Executive plans related to major capital expenditures and construction related to plants and operations. Any conditions or systems arising during the life of this Agreement which create new classifications or significantly alter job content, within existing classifications will, before being implemented, be discussed between the Company and the Union.

8:04 - The pay period shall commence at 0000 hours on Sunday and finish at 2400 hours on the following Saturday. Thursday of each week, shall be pay day for the previous week and pay cheques or money shall be available to all workers on day shift not later than 11:30 a.m. on that day and to the night shift workers, not later than the end of the Thursday shift. The Company agrees to facilitate the prompt receiving of pay envelopes or cheques which shall be accompanied by a statement showing the period covered, the number of hours worked, regular and overtime, as well as any deductions. The Company agrees to place cheques in envelopes. In the plant at Bonavista, Friday shall be pay day and pay cheques or money shall be available not later than noon. **Employees will be encouraged, on a voluntary basis, to convert to direct deposit as the method of payment. In such event, the direct deposit will be made to all employee accounts not later than 11:30 a.m. on Thursday of each week and the Company will promptly provide a statement showing the period covered, the number of hours worked (regular and overtime) and deductions made**

8:05 - When an employee has submitted a claim for Workers' Compensation payment or weekly indemnity, he may in the week following that application, make application to the Company for advance payments, to a maximum of \$250.00 per week, to be paid to him by the Company prior to receipt of payments from Workers' Compensation or the Insurance Company. Should the Company accept the employee's application, it will advance to the employee during the following week, payments as requested.

Should the Company not be prepared to accept an application by an employee the Local Unit will be advised, before any final decision is made, to enable a review of the Company's concerns with respect to an individual employee's application. When an employee's application is accepted, the employee will be required to sign an appropriate repayment form.

ARTICLE 9 - Temporary Assignments

- 9:01 - Employees temporarily assigned to a position carrying a higher rate of pay than their regular classification shall be paid the rate plus benefits for the higher paid classification. **If such a temporary assignment lasts for four (4) hours or more, the higher rate will be paid for all hours of such assignment even if the employee is returned to his regular classification before the end of the shift.**
- 9:02 - Employees temporarily assigned to a position carrying a lower rate of pay than their regular classification, shall be paid their regular rate plus benefits provided there is work available to them in their regular classification. When there is no work available to them in their regular classification, or when their assignment is the result of a temporary transfer where they have exercised their seniority to obtain the transfer, employees shall be paid at the rate of the classification to which they have been assigned or temporarily transferred.

ARTICLE 10 - Hours of Work

- 10:01 - The regular hours of work shall be as follows:
- (a) The regular schedule for plant engineers shall be a shift basis, Monday through Sunday, consisting of eight (8) or twelve (12) hours per day and forty-two (42) hours per week averaged over a four (4) week cycle. Any hours in excess of eighty (80) hours per two (2) week period will be paid at the rate of time and one-half (1 1/2).
- This option is also available to watchmen at Harbour Breton and Triton plants.
- (b) Watchmen - eight (8) hours a day, to an average of forty-eight (48) hours a week.
  - (c) Maintenance classifications - job grades 6 and 7 excluding production maintenance personnel - eight (8) hours per day - forty (40) per week - Monday to Friday.
  - (d) All other workers including production maintenance personnel - eight (8) hours a day - forty-eight (48) hours a week - Monday to Saturday.
  - (e) The regular hours for plant maintenance, including production maintenance (Marystown) shall be forty (40) hours a week, Monday through Friday. It is understood that the Company may call on a rotating basis up to fifty percent (50%) of the maintenance staff to work on any Saturday.

- (f) The regular hourly schedule for plant engineers, at Marystown, shall be eight (8) or twelve (12) hours a day and forty (40) hours per week averaged over a four (4) week cycle, Monday through Sunday inclusive.
- 10:02:01- The regular daily working schedule for all classifications of employees employed in trawler supported plants and Port au Choix and Port Union, except for those on rotating shifts, are defined in Schedule "C" of this Agreement.
- 10:02:02- The regular daily working schedule for all classifications of employees employed at Triton and Bonavista, will be eight (8) hours of work scheduled within the eleven (11) hour period between 7 a.m. and 6 p.m. and for night shift the eleven (11) hour period between 6 p.m. and 5 a.m.
- 10:02:03- The regular daily working schedule for all classifications of employees employed in the plants at Triton and Dildo which obtain the majority of their fish from inshore Fish shall be as the availability of product dictates. This clause will apply in Triton to pelagic production only.
- 10:03 - In any department or classification where it becomes necessary to work out a long-term or permanent change in the regular daily working schedules different from those outlined in Schedule "C", such change in the schedule must be agreed upon between the Company and the Union and thereafter become part of this Agreement. Should the parties fail to reach an agreement on a schedule, the matter may be referred to arbitration for final settlement. Failing agreement, no change shall be implemented by the Company until the arbitrator has ruled on the issue.
- 10:04:01- Meal periods shall not be less than one (1) hour and no employee shall be required to work longer than five (5) hours without a meal period except as hereinafter provided.
- Employees' lunch periods may be varied from the regular time by one-half (1/2) hour either way. Employees who are required to work during their lunch period and who actually lose time from their defined lunch period shall be paid at the rate of time and one-half (1 1/2) to the nearest 30 minutes.
- Employees working on a three shift basis shall eat their lunch near the place of work and shall eat as time and work permit, and in view of these conditions shall not lose time for the meal period.
- 10:04:02- Employees who work night shift shall determine by majority vote whether their lunch break on night shift will be one-half (1/2) hour. The decision of the group shall be communicated in writing to the Plant Manager and shall be in effect for the duration of the Agreement.

- 10:05 - Regular work shall not be suspended in order to equalize, absorb, or avoid overtime.
- 10:06 - Employees shall be entitled to a rest period of fifteen (15) minutes during each half shift. **If it is known in advance, that there will be more than one (1) hour of overtime, the Company will grant an additional fifteen (15) minute paid rest period prior to the start of such overtime work to employees who have worked their full regular shift that day and agree to work the full period of the overtime required.** All employees are to be at their posts in readiness for immediate commencement of work at the expiration of any rest period and shall not depart from their work station before the whistle indicating the commencement of the work break is sounded. Employees will not be expected to commence work until the whistle indicating the expiration of the full fifteen (15) minute period is sounded.
- 10:07 - An employee who works in excess of six (6) hours between regular shifts and is actually working beyond eight (8) hours from the end of his last regular shift shall receive ten (10) consecutive hours of rest. The employee will have the option to be compensated at his straight time rate from his regular start time until the expiration of the ten (10) hour rest period or, report to work at his regular start time and be compensated at the rate of double time until the expiration of the ten (10) hour rest period.
- 10:08 - Employees reporting for their regular shift shall be paid a minimum of four (4) hours' pay at the appropriate rate, or for the number of hours the Company requires them to stand by, whichever is greater.
- 10:09 - Employees called back to work outside their regular hours shall be paid a minimum of four (4) hours at the appropriate rate. Employees called back to work under this Clause shall not be required to work on jobs unrelated to the purpose of the call back. This clause is not to apply to overtime scheduled in advance or during the regular hours of work.
- 10:10 - When a statutory holiday named in this Agreement occurs on a regularly scheduled work day, the regular weekly hours shall be reduced accordingly.
- 10:11 - (a) In Burin and Marystown the onus is on the employee to listen to broadcasts from radio stations CHCM and VOXM at 6:30 p.m. The Company shall be considered as having given employees notice of resumption of work when the broadcast of that information has been made as above.

- (b) In Bonavista and Fortune the Local Committee and the Plant Manager will endeavor to reach agreement on a system acceptable to both founded upon radio and/or code-a-phone (if practical).
- (c) In all other plants current practices will remain in effect unless the Local Union and Plant Manager can agree on a substitute system.

10:12 - All employees shall be granted five (5) minutes wash time without loss of pay at the end of a regular work day.

#### ARTICLE 11 - Overtime

11:01 - All hours worked in excess of eight (8) hours in any day or forty (40) hours in any week shall be paid at a minimum of time and one-half. A regular work day, for the purpose of this Article, is defined as eight (8) hours from the commencement of work. For the purposes of this Article, a 24 hour period commences from the start of an employee's regular shift in a calendar day.

11:02:01- All hours worked before or after the regular daily hours of work shall be paid at a minimum of time and one-half. This clause applies to Marystown, Burin, Harbour Breton, Fortune, Port au Choix and Port Union.

11:02:02- All hours worked before 7 a.m. and after 6 p.m. or hours after 8 hours worked within the period 7 a.m. to 6 p.m. at the Bonavista plant shall be paid at the rate of time and one-half.

11:02:03- In the plants at Dildo and Triton time and one-half will be paid only for time worked in excess of eight (8) hours per day, forty (40) hours per week. Work performed on Sunday will be paid at the rate of double time.

11:03 - All overtime work shall be optional and voluntary except:

- (a) It is agreed the ninth hour will be compulsory on the request of the Company;
- (b) Scheduled overtime or call in to be compulsory in case of necessary plant and trawler maintenance on Saturday. It is understood that overtime on Saturday is compulsory for only fifty percent (50%) of the maintenance men on any given Saturday.

11:04:01- All hours worked on Saturday shall be paid at a minimum of time and one-half, except for shift engineers and shrimp workers who shall receive a minimum of time and one-half on their first day of rest, subject to 11:02:02 and 11:02:03 shift extensions.

- 11:05 - All hours worked on Sunday shall be paid at a minimum of double time except for shift engineers and shrimp workers who shall receive a minimum of double time on their second day of rest.
- 11:06 - All work performed in excess of eleven (11) hours in any twenty-four (24) hours shall be paid at the rate of double time, and after fifteen (15) hours at double time and one-half of the basic rate.
- 11:07 - Time and one-half in addition to holiday pay will be paid for all hours worked on paid statutory holidays.
- 11:08 - There shall be no pyramiding of overtime or other premium pay.
- 11:09 - Subject to the approval of their supervisors, employees of equal ability may exchange shifts provided there is no additional cost burden on the Company and the employees have the ability to perform the work required.

ARTICLE 12 - Guarantee of Work

- 12:01 - The quantity of work available each week for workers in regular production and by-products, shall be divided, as far as possible, equally between shifts.

The following Articles 12:02 to 12:05 inclusive apply to Marystown plant only.

- 12:02 - If on the first work day of any calendar month two or more shifts are employed, all workers on those shifts are guaranteed a minimum of one hundred and forty-five (145) hours work in that calendar month or pay in lieu thereof, unless laid off in accordance with 12:03. Should the Company begin two shifts at any time after the beginning of the month, the Company guarantees in respect of work shall be that proportion of one hundred and forty-five (145) hours which the remaining days in the month bear to the full month.
- 12:03 - The Company has the right to reduce the total number of employees by temporary layoff in accordance with the seniority provisions of this Agreement, and operate on a reduced two shift or one shift basis. Any employee so laid off will be guaranteed work or pay in lieu thereof, amounting to 33.5 hours multiplied by the number of weeks in which that employee worked during that month. If the week at the beginning or end of the month is less than a full working week, then the guarantee as calculated is prorated accordingly. Proration of days per month or per week shall be calculated by dividing the number of regular work days into 145. If in any

calendar month when the guarantee is applicable the actual hours worked equal or exceed the guaranteed hours, the guarantee does not apply.

- 12:04 - The Union and the Company recognize that predictability in the quantity and/or quality of fish landed is, in practice, non-existent and that lay-offs, of necessity, must from time to time occur. In that regard, the parties with the intention of nullifying the effect of The Labour Standards Act, 1977 declare that the provisions for individual and group layoffs are more advantageous than the minimum standard set forth in the Act and further agree that the employer and the employee shall be and hereby are required to give to the other equal notice of termination of employment relationship which such notice shall be one day unless the reason is discharge for cause in which event termination shall be without notice.
- 12:05 - Any employee on sick leave or otherwise justifiably absent from work for not over seven (7) work days shall be entitled to the benefits of the foregoing guarantee less the working time actually missed.
- 12:06 - Harbour Breton Employees - Regular day shift employees who volunteer for and are transferred to night shift shall have their work hours balanced so that they do not lose financially as a result of that transfer.

#### ARTICLE 13 - Statutory Holidays

- 13:01 - All employees who:
1. Have worked their scheduled working day immediately preceding the holiday unless absent due to sickness, accident, bereavement, or other just cause permitted by the Company; and
  2. Are in good standing on the seniority list;
- shall be entitled to eight (8) hours straight time in addition to any pay received for hours worked on a paid holiday.

13:02 -

(a)

STATUTORY HOLIDAYS	Burin Dildo Fortune PAC	Port Union	Hr. Breton	Bonavista	Marystown	Triton
New Year's Day	X	X	X	X	X	X
St. Patrick's Day	X	X			X	X
Good Friday	X	X	X	X	X	X
Victoria Day	X	X	X	X	X	X
Canada Day		X	X	X	X	
July 12 <sup>th</sup> .	X					
Labour Day	X	X	X	X	X	X
Thanksgiving Day	X	X	X	X		X
Remembrance Day	X	X	X	X	X	X
Christmas Day	X	X	X	X	X	X
Hr. Breton Day			X			
Bonavista Day				X		
Marystown Day					X	
Triton Day						X

- (b) Only employees who have thirty (30) working days' seniority or more shall be entitled to eight (8) hours straight time as a floating holiday. Such floating holiday may be taken at a time convenient to the employee, subject to the approval of the Company, which approval shall not be unreasonably withheld. The employee shall have the right to cancel the floating holiday upon giving the Company reasonable notice. If not taken by December 31st., in any given year, the floating holiday will be paid for but not carried forward into the following year.
- (c) One (1) additional floating holiday will be paid to those employees who have worked 1000 hours in the calendar year. If not taken by December 31st., the holiday will be paid for but not carried into the following year.
- (d) One (1) additional floating holiday will be paid to those employees who have worked 1500 hours in the calendar year. If not taken by December 31st., the holiday will be paid for but not carried into the following year.

- 13:03 - The day proclaimed for each of the foregoing holidays shall be the day observed unless the parties can agree upon an alternate day mutually acceptable to both of them.
- 13:04 - Employees on a three shift basis shall be automatically compensated for holidays which are observed during their regular working days and may be granted equivalent time off, without pay, on a day within two (2) weeks next after the day upon which the holiday is worked.
- 13:05:01 - Employees shall not be entitled to holiday pay when on extended lay-off or leave in excess of thirty (30) working days with the exception that seniority employees who are laid off in a reduction of workforce during the week prior to, or during the work week in which the holiday falls, shall receive pay for that holiday. If an employee qualifies for a statutory holiday as a result of being laid off in the week preceding the statutory holiday the employee will have the right to convert the statutory holiday to a floater.
- 13:05:02 If employees qualify for Christmas Day they shall also be granted an additional floating holiday as defined under 13:02(b) to be taken at a time mutually agreed upon between the employee and the Company. This floater may be carried to the following year. It is understood that this provision applies only if Christmas Day and Boxing Day are observed in the same week or if an individual qualifies for both Christmas Day and New Year's Day.
- 13:06 - An employee who has been absent from work as a result of sickness may on his return to work request that a floating holiday, to which he is then entitled, be applied to the sick day. This request must be made during the employee's first day of work following the absence due to sickness.

#### ARTICLE 14 - Vacation

- 14:01 - Employees shall earn vacation with pay as follows:
- (a) The vacation year for Marystown, Harbour Breton, Fortune, Dildo, Triton, Port Union and Maintenance Personnel at Bonavista shall be January 1 to December 31.
  - (b) The vacation year for employees at Burin and Port-au-Choix, shall be May 1 to April 30.
  - (c) The vacation year for employees in Bonavista shall be April 1 to March 31.
- 14:02 - Employees who are employed on a seasonal basis in plants at Port-au-Choix, Port Union, Bonavista and Triton shall be compensated on a straight

percentage basis and where they have worked more than 10 months during the vacation year shall be entitled to vacation days off on the basis of one day for each month of service during the vacation year. Vacation entitlement based on length of service shall be as follows:

Employees who have been on the payroll of the Company:

- (a) For a period less than 5 consecutive years - 4%.
- (b) For a period of 5 consecutive years but less than 14 consecutive years - 6%.
- (c) For a period of 14 consecutive years or more - 8%.

14:03 - Employees who are employed on other than a seasonal basis in year-round plants shall earn vacation in accordance with the following:

- (a) Those who have been on the payroll of the Company for a period of less than one year:
  - (i) vacation pay calculated on the basis of 4% of the employee's gross wages for the period of employment in the preceding vacation year; and,
  - (ii) one (1) day vacation for each full month employed.
- (b) Employees who have been on the payroll of the Company for a period of one (1) year but less than 5 consecutive years:
  - (i) vacation pay calculated on the basis of 4% of the employee's gross wages for the period of employment in the preceding vacation year; and
  - (ii) two weeks vacation, i.e., 80, 92, or 104 hours depending on the regular hours of work of the employee concerned.
- (c) Employees who have been on the payroll of the Company for a period of five (5) consecutive years but less than fourteen (14) consecutive years.
  - (i) vacation pay calculated on the basis of six percent (6%) of the employee's gross wages for the period of employment in the preceding vacation year, and,
  - (ii) three (3) weeks vacation, i.e., 120, 138, or 156 hours depending upon the regular hours of work of the employee concerned.

- (d) Employees who have been on the payroll of the Company for a period of fourteen (14) consecutive years or more.
  - (i) vacation pay calculated on the basis of 8% of the employee's gross wages for the period of employment in the preceding vacation year; and,
  - (ii) four weeks vacation i.e., 160, 184, or 208 hours depending upon the regular hours of work of the employee concerned.

**In Clauses 14:03(b) (ii), (c) (ii) and (d) (ii), for plant engineers, the hours will be 84, 126 and 168 respectively.**

14:04 - Employees who qualify for either of the vacations set forth in 14:03 and who have worked more than one thousand (1000) hours shall be paid the greater of either the percentage entitlement, or, regular straight time rate of pay times the number of hours of vacation times the factor of 1/2 or 1 according to the following schedule:

- (i) more than 1000 hours less than 1300: factor 1/2
- (ii) more than 1300 hours: factor 1.

Example: A cutter with 10 years on payroll in 1998 who worked 1120 hours in a vacation year would receive the greater of 6% of gross earnings or \$11.69 X 156 X 1/2 or \$911.82 of pay for 3 weeks' vacation. If he were a maintenance worker (Journeyman "A") the option would be expressed as the greater of 6% of gross earnings or \$15.52 X 138 X 1/2 or \$1,070.88 of pay.

14:05 - Should a holiday as listed in Article 13 herein fall during an employee's vacation period, the employee shall be entitled to payment for the holiday and shall have his vacation period extended by one (1) day at a time to be agreed upon between the Company and the employee.

14:06 - At the end of the vacation year, as stated in 14:01, vacation request slips shall be distributed to employees. Suitable dates for vacation shall be arranged between the employees and the appropriate Management personnel. If there is any conflict between two or more employees with respect to allocation of vacation, preference shall be given to the senior employee. Employees may request to take vacation one (1) week at a time and such request shall not be unreasonably denied. Vacation requests will be approved within thirty (30) days of the end of the vacation year.

14:07 - Employees will be given all unused vacation benefits upon termination of employment at the straight percentage rate to which their length of

continuous employment would entitle them. Upon retirement, employees will be paid the vacation benefits to which they are entitled.

- 14:08 - Vacation pay will be available to the employee on the day prior to the commencement of the vacation period and shall be in the relevant amount provided sufficient notice (i.e. noon Tuesday) is given.
- 14:09 - Time accumulated while on lay-off shall not be calculated or taken into account for calculating the length of service for the purposes of this Article. Time off while in receipt of holiday pay and vacation pay to the maximum of the number of hours of vacation with pay and/or hours per holiday as the case may be shall be included in calculating hours worked for the purposes of Article 14:04.
- 14:10 - Employees off work due to illness or injury or laid off due to shortage of work in excess of six (6) consecutive weeks, during the vacation year, shall, if they so request, receive any holiday pay to which they are entitled, without taking any vacation time. Employees off work due to illness or injury and having requested and received vacation pay will if they so request, be permitted to take any vacation time to which they are entitled, up to a maximum of two (2) weeks, without pay.
- 14:11 - Employees may request payment of up to 75% of earned vacation pay as of November 30th. for payment in the first week of December.
- 14:12 - Where employees request in advance a specific leave of absence for a specified purpose, which leave is approved and granted by management, the employee may request that earned vacation time and pay on a day for a day basis be used to cover the period of the approved leave.

#### ARTICLE 15 – Seniority

- 15:01:01- Seniority shall mean accumulated service from the most recent date of hire. Seniority lists showing, for each employee listed thereon, (a) name, (b) classification, and (c) employment seniority date, shall be posted every six (6) months in the year-round plants and on the 15th. day of June in the seasonal plants. As soon as they are aware of any errors or omissions, employees shall have the right to grieve. A copy of each list shall be forwarded to the Provincial Office and the Local Unit at the same time as it is posted in the plant.**
- 15:01:02- The Company shall provide the Provincial Office and the Local Unit with all necessary information relating to the following matters for employees within the bargaining unit:**

(a) a list of employees including their names, addresses, phone numbers and classifications ranked according to seniority (to be shown on a seniority list), and, upon request, a mailing list of all employees;

(b) job postings;

(c) discharges, suspensions and written warnings;

(d) hirings, resignations, promotions, retirements and deaths at least monthly.

15:02 - New employees will be regarded as probationary for the first thirty (30) working days, but upon the successful completion of the probationary period the employee's seniority shall be dated as of the most recent date of hire. During the probationary period, dismissal for lack of aptitude shall not be the subject of grievance, however, all other terms of the Agreement shall apply. An employee's probationary period may be extended beyond thirty (30) working days to a maximum of sixty (60) working days, by mutual agreement between the Company and the Union, to permit an employee (e.g. a cutter) to qualify for the job.

15:03:01- (a) Subject to Clause 15:03:02, in matters concerning lay-off, recall, the filling of permanent vacancies and permanent transfers of employees, the Company shall select individuals on ability and seniority and, where ability is sufficient to perform the required duties, seniority shall govern. When an employee permanently transfers to a new classification, his seniority in that new classification shall be from the initial date of hire, as it was in his former classification.

The Company will provide minimum training to employees who have the required academic skills. The Company will provide training to individuals whose qualifications closely match those of the job competition. For example, a trades person requiring some computer training for an inventory/stockroom position.

15:03:01- (b) "Notwithstanding paragraph (a) and Clause 15:03:02, when filling permanent vacancies in positions at a particular plant (hereinafter referred to as the "home plant"), the following sequence and process shall apply:

- (1) The vacancy shall first be posted only in the home plant of the vacancy and bargaining unit members in that plant shall have the first opportunity to apply and the successful candidate shall be selected according to the provisions of Clause 15:03:01(a);
- (2) If the vacancy is not filled pursuant to Paragraph (1) above, it shall then be posted on the bulletin boards in all other plants of the Company. Bargaining unit members in those plants shall have the next opportunity to apply and the successful candidate shall be selected according to the provisions of Clause 15:03:01(a), except if there are more than one candidate who has the sufficient ability to perform the required duties of the position, their seniority ranking shall be based upon current dates of hire. The successful candidate shall carry his Company service, but not his former plant seniority, to his new plant.
- (3) If the vacancy is not filled pursuant to Paragraphs (1) and (2) above, the casual employees in the home plant of the vacancy shall then have the opportunity to apply and the successful candidate shall be selected based upon sufficient ability to perform the required duties and if more than one such casual has that ability, the candidate with the earliest current date of hire will be selected;
- (4) If the vacancy is not filled pursuant to Paragraphs (1), (2) and (3) above, the Company may fill the vacancy in any manner it may determine.

15:03:02- The groundfish plants in Marystown, Harbour Breton and Fortune will operate on a three shift basis. Depending on availability of raw material, market considerations, and other factors, the Company may operate these shifts concurrently or at separate times of the year.

The three shifts at each plant will be filled on the basis of seniority and classification. Shift selection will occur annually, before the start of the operating season in each plant. In order to achieve continuity on each shift, the parties agree that once an employee has made his shift selection for the year, that employee will not have bumping rights on either of the other two shifts, except in the case of filling of a permanent vacancy, job redundancy, or permanent layoff, for which plant-wide seniority will apply.

15:03:03- Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the plant bulletin board for five

(5) working days, with all members of the bargaining unit having the right to apply.

- 15:03:04- Employees exercising their seniority rights in a permanent lay-off or job redundancy will be granted their preference in another job classification on a permanent move to which their seniority and ability entitles them. An employee transferred to a new classification as a result of job redundancy whose former job re-opens within one (1) year, will have the right to return to that job without a job posting. If there is more than one employee affected, seniority will govern.
- 15:03:05- Employees who move into another job classification as a result of a temporary posting or the application of their seniority for more than three (3) days shall have all the rights with respect to the overtime distribution within that job classification as the regular employees within that job classification. Employees working in a job classification for less than three (3) days retain the rights to overtime in their regular job classification but do not acquire any overtime rights in the job classification in which they are temporarily working.
- 15:03:06- In the event of a reduction of the workforce at Port-au-Choix plant as a result of lack of work, the Unit President and Union Stewards shall be deemed to have the most seniority within their classification while holding office and shall continue to be deemed to have the most seniority within their classification for purposes of recall while holding office. Where there is more than one (1) employee in a classification to which this clause applies they should be laid-off and recalled in accordance with their actual seniority, as between them. An Executive member will have priority over a steward in his classification. Any President or Union Steward may choose to opt out of this provision if they do so in writing, filed with the Company.
- 15:04 -
- (1) Seniority shall be recorded on a plant-wide and classification basis.
  - (2) Subject to Clause 15:03:02, seniority shall be applied on the basis of classification for extended lay-off due to the Christmas holidays; for lay-off including interruption in work due to temporary work shortages lasting up to three (3) working days, for regular work performed by employees who normally perform a specific duty.
  - (3) Subject to Clause 15:03:02, plant-wide seniority shall apply for all other lay-offs which extend beyond three (3) working days. Employees will be advised of lay-offs of more than thirty (30) days' duration in writing.

(4) During a lay-off as outlined in 15:04 (2) employees with seniority shall not be displaced by employees without seniority.

15:05 - Whenever the Company finds it necessary to make a selection for any of the above matters on any basis other than seniority, the Company agrees to review, before the selection is made, with the proper Union Officials or Representative, its reasons therefore.

15:06 - When overtime is worked it shall be distributed equally among employees in the classification worked. Where overtime is to be offered to employees outside the classification to be worked, and, the use of such outside employees is foreseen before the end of the afternoon half shift rest period of a regular shift, then the Company will post a notice to such effect and will choose employees from outside the classification on the basis of seniority and ability of those who have indicated, to the appropriate supervisor, willingness to work.

15:07:01- All temporary transfers of employees for periods of three (3) working days or less shall be at the discretion of the Company.

:02- When the Company decides to fill a temporary vacancy, as defined in clause :03 hereof, of more than three (3) working days by the transfer of other employees, it shall post a notice of its intention. Employees who have indicated that they wish to transfer on a temporary basis will be selected on the basis of seniority, provided they have sufficient ability to perform the work. The successful applicant will be paid at the rate of the posted position. Should no employee express an interest, the Company may temporarily transfer an employee subject to his right to decline on the basis of seniority, provided there is a more junior employee available who possesses sufficient ability to perform the work required.

:03- Temporary vacancies for the purposes of this Clause are defined as vacancies arising from sickness, industrial accident, leave of absence, or vacation. In all other cases vacancies may only be considered temporary for a period not exceeding thirty (30) working days, except where there is mutual agreement between the Company and the Union, to permit a longer period. Temporary transfers of more than three (3) working days are related only to temporary vacancies.

:04- Experience acquired by employees during temporary assignments or temporary transfers, or by casuals, shall not be used against

regular employees, who have more seniority, in deciding on the filling of permanent vacancies or transfers.

15:08 - Employees shall retain and accumulate seniority:

- (a) While on lay-off up to twenty-four (24) months;
- (b) While on sick leave, Workers' Compensation, pregnancy leave;
- (c) While on leave of absence; or
- (d) Where a seniority employee is promoted to a permanent vacancy or to a new position outside the Bargaining Unit for a period(s) totaling One (1) calendar year. Time periods shall be cumulative on the basis of appointment by calendar months, not the employees' working months.

15:09 - Employees shall lose all seniority if:

- (a) Discharged for just cause
- (b) Quit;
- (c) Fail to return to work without just cause following lay-off and after being notified of the availability of work.
- (d) Pursuant to clause 17:03

The Local Unit will be given notice prior to the removal of employees' names from the seniority list under (c) above.

15:10 - Early and Safe Return to Work: Local management and local Union Executives (at each site or between or among different sites) shall work together to assist employees make an early and safe return to work after being off due to serious illness or injury. This will also apply to crewmembers from the Company's vessels needing such accommodation. All parties will use their best efforts to have the employee accommodated according to the requirements of relevant legislation. However, such accommodation shall not cause the displacement of an employee having greater seniority than the employee to be accommodated. The accommodation shall be of a temporary duration only for the purpose and to the extent of enabling the accommodated employee to be able to return to his/her normal job. If, while being accommodated, the employee is occupying a job other than in his regular classification, he will be paid at the rate of his regular classification, and if that job is in another site, the employee shall still be treated as if he/she were working in or on his/her home plant or vessel. The parties agree that this Clause fully and accurately describes, in the circumstances of the Company's operations, their duty to reasonably

**accommodate to the point of undue hardship employees with limited functional abilities.**

ARTICLE 16 - Safety

- 16:01 - The Company and the Union recognize the importance of Safety in the workplace. It is the intention of both parties to achieve and maintain, through mutual co-operation, the highest standards in all areas affecting the health and safety of plant employees.
- 16:02: - Legislation - The parties recognize all provisions and existing legislation related to Occupational Health and Safety.
- 16:03:01- Committees - The parties are agreed to the continuance and establishment of the following Committees which will provide an overall framework to deal with all issues related to Occupational Health and Safety and accident prevention.
- 16:03:02- The parties agree to the establishment of a corporate Health and Safety Committee comprised of three (3) members from management and three (3) members selected by the Union. This Committee will assess, review and advise on all matters related to Health and Safety involving the operation of the plants.

The Corporate Health and Safety Committee shall meet at least **three (3) times a year** to:

- :01- Review and analyze Health and Safety data for all plants and participate in the development of the appropriate programs;
  - :02- Review all matters referred to it by the Health and Safety Committees;
  - :03- Review and analyze standards and regulations affecting Health and Safety Programs within the Company;
  - :04- Review and recommend guidelines for plant training and education;
  - :05- Make recommendations to achieve the highest standards and best possible results in Safety, Health, and Accident Prevention;
- 16:03:03- There shall be a plant Health and Safety Committee established at each plant comprised of three (3) plant employees nominated by the Union and three (3) representatives from management. These Health and Safety Committees shall meet monthly, during working hours without loss of pay and benefits, and make a report in writing. A copy of the Committee's report shall be sent

to the Safety Branch established under the Occupational Health and Safety Act as well as to the Union. The Safety Committees shall be responsible for setting the time and place of Safety Committee monthly meetings.

The plant Health and Safety Committee will:

- :01- Review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;
- :02- Review and make recommendations concerning all chemical applications within the plant;
- :03- Review and make recommendations for Health and Safety training and education;
- :04- Review and make recommendations on environmental test results;

- 16:04 - It is agreed that a Union representative has a right to be involved in any accident investigation involving serious disablement or fatality. The Plant Safety Committee will be advised of other than routine investigations carried out by the Company Safety personnel at their location.
- 16:05 - Fire emergency drills will be carried out on Company time twice annually, the time to be determined by the Plant Safety Committee in relation to the anticipated operating period.
- 16:06 - All plants will be provided with a properly equipped First Aid facility. A qualified First Aid attendant will be available.
- 16:07 - Two (2) members of the Committee shall be designated by the Committee to make tours of the entire plant checking for unsafe conditions or practices. Frequency of the tours shall be determined by the Committee.
- 16:08 - An inspection of the First Aid room shall be made every month by a person authorized by the Company and the Union, to ensure that proper facilities and materials are provided.
- 16:09 - The Safety Co-Chairperson or their designate shall accompany the Department of Safety Inspector when he makes his inspections.
- 16:10 - Should an ammonia leak result in a stoppage of work, work will resume when ammonia levels are acceptable according to Occupational Health and Safety regulations. Such levels are to be monitored by an air sampler. Safety Committee members shall participate in monitoring and shall have access to the readings.

16:11 - When the First Aid attendant directs employees who have been injured on the premises, to a hospital or clinic for treatment, the Company will continue to pay such employees, to the end of their regular shift. Employees who are released and fit to return to work are expected to return to work.

16:12 - The Company shall designate a particular vehicle to be used in case of emergencies.

ARTICLE 17 - Leave of Absence

17:01 - (1) The Company shall grant leave of absence, without pay, to an employee for reasons of Union activity or legitimate personal business including seeking and holding public office as a Provincial M.H.A. or Federal M.P.

(2) When a member of the Bargaining Unit has been elected or appointed to a local or regional municipal government body, he shall be granted leave of absence from time to time to attend legitimate council business providing such leave can be arranged so as not to interfere with the regular operations. Payment of such leave shall be at the sole discretion of the Company.

(3) The Company shall grant leave of absence, without pay, to employees for upgrading of skills and technical courses. Such leave will be for periods not to exceed two (2) years. Where an employee is taking a job related specific course which requires three (3) years to complete, employees will be granted an additional year of leave to complete such programs. Employees who return to work from an educational leave of absence within the prescribed period will suffer no loss of seniority for the period of the approved leave of absence.

17:02 - The Company shall grant employees leave of absence for reasons of pregnancy. A pregnant employee shall commence her leave at such time prior to the anticipated date of delivery as is recommended by her physician. The Company shall reinstate the employee at such future date following termination of pregnancy as is recommended by her physician, however, pregnancy leave shall not exceed nine (9) months unless supported by a medical certificate.

17:03 - The Company shall grant leave of absence for reasons of bonified illness, industrial accident or disease. The employee's status will be reviewed at the end of the first year and annually thereafter. An employee may only be removed from the seniority list where the parties mutually agree that the employee will be unlikely to return to work. The parties will seek the advice of an attending physician in determining the issue.

- 17:04:01- Plant employees who wish to fill vacancies on Company trawlers shall advise the Company in writing. Subject to work requirements, plant employees who have indicated their willingness to sail, on a temporary basis, **and who have provided, to the Company's satisfaction, proof of suitable medical fitness**, will be given the opportunity to fill temporary vacancies at sea or, for the movement of vessels out of port on other than a fishing trip.
- :02- Employees will be given as much notice as possible of the opportunity to fill a temporary vacancy at sea. Employees shall be credited with twelve (12) hours per sea day and the income earned from sea time. Time and earnings, as applicable, will be included in the calculation of vacation and holiday benefits, pension calculations, and profit sharing.
- :03- Plant employees having permission to make trips to sea on Company trawlers will be regarded as being on an approved leave of absence and shall retain and accrue seniority in their regular classification under this Collective Agreement. Compensation for plant employees related to a trawler trip shall be as calculated under the provisions of the Collective Agreement applicable to Trawler Operations.
- :04- Where a number of plant employees have indicated their willingness to make a trip to sea filling temporary vacancies on trawlers, it will be agreed, as part of local issues at each plant, how such trips will be shared among the employees.
- :05- If a plant employee who has taken a trip to sea returns during a work week, he will not be entitled to displace the employee who is working in his place during that week.**
- 17:05 - When an employee who has seniority requests a leave of absence for compassionate reasons, he should be granted such leave in accordance with the following:
1. In the event of death in the employee's immediate family - spouse (including common law) child, **brother, sister, parent, or legal guardian**, an employee shall receive five (5) days' leave with pay, calculated on the basis of the actual hours of work lost as a result of the leave.
  2. In the event of the death of **grandchild**, mother-in-law or father-in-law, an employee shall be granted three (3) days' leave with pay, calculated on the basis of actual hours of work lost as a result of the leave.
  3. In the event of the death of a **brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or great-grandparent**, an

employee shall be granted two **(2) days'** leave with pay, calculated on the basis of the actual hours of work lost as a result of the leave.

4. In the event of bereavement leave applying to Category 1 or 2 above, where the funeral takes place outside the Province and is attended by the employee, he shall receive an extra day's leave with pay.
5. Bereavement pay will not be granted if the employee is receiving pay for time not worked because of vacation or leave of absence, Workers' Compensation, group insurance or lay-off at the time of death of the relative.

#### ARTICLE 18 - Grievance Procedure

18:01 - When an employee has a grievance alleging there has been a violation or misinterpretation of the Agreement, the employee and/or a Shop Steward shall process such grievances without stoppage of work according to the following procedure:

STEP 1: Discuss the matter, within three (3) days of becoming aware of the incident giving rise to the grievance, with the foreman concerned who shall give a decision thereon within twenty-four (24) hours.

STEP 2: If the grievance is not resolved by the foreman, the Department Steward, the Chief Steward or his designated alternate, and the grievor shall meet with the foreman and the appropriate supervisor in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of Step 1 and the Management Representative will notify the Chief Steward, Department Steward, and the grievor of the decision within twenty-four (24) hours.

STEP 3: If the response is not acceptable, then the grievance shall be put in writing and submitted to the Plant Manager or his designated representative who shall call a meeting within three (3) working days in an effort to resolve the matter. At this stage such other representatives of the Union, as may be designated, may be called in by the Union. The matter will be decided and a written reply given within three (3) working days.

STEP 4: If satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3 above, either party by written notice to the other, shall have the right to appeal the dispute to arbitration as herein provided.

18:02 - The Union has the right to grieve on behalf of any employee or employees, including the right to claim damages on behalf of the employee.

- 18:03 - Grievances arising directly between the Union and the Company shall be submitted at Step 3.
- 18:04 - The Company agrees that when an employee is to be disciplined, he shall be accompanied by his Shop Steward. The employee and the Shop Steward may confer privately on the request of either of them. An employee may request, in the presence of his Shop Steward, that the Steward leave the meeting. All grievances at Steps 1, 2, and 3 shall be processed promptly on Company time with no loss of pay or benefits to the employees involved. Employees shall be accompanied by their Shop Steward at all times in meetings involved in each Step of the Grievance Procedure.
- 18:05 - In recognition of the importance of having matters in dispute resolved as quickly and expeditiously as possible, the Company and the Union agree to co-operate and work jointly on ensuring a more effective application of the disputes resolution procedure under the Collective Agreement. This activity shall include:
1. Ensuring that grievances are filed as soon as a member of the Bargaining Unit or the Local Executive become aware of the issue.
  2. Ensuring that responses by the Company at each step of the grievance procedure are adhered to and that referrals by the Union to the next Step are not delayed.
  3. Implementing accelerated Arbitration Hearings for those grievances that cannot be resolved under the Grievance Procedure. This shall include the selection of a panel of arbitrators who shall agree to meet, preferably in rotation, on a regular basis to adjudicate grievances referred to them.
  4. The parties will endeavor to, as far as practically possible, and without prejudicing their position at arbitration, agree on the facts prior to an arbitration and will, where possible, proceed by way of stated case.
  5. The parties also agree that on each case they may by mutual agreement, waive the right to examine or cross-examine witnesses, or require the arbitrator to review all of the evidence within the body of the Award. The parties will also agree, where warranted, to accept oral judgements and decisions, subject to the right of either party to request a subsequent written Award.

ARTICLE 19 - Arbitration

- 19:01 - Any 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 the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitrator.

- 19:02 - 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.
- 19:03 - Within five (5) days after the date of delivery of the foregoing Notice, both parties shall meet to agree on the selection of the arbitrator.
- 19:04 - 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 and Manpower of the Province of Newfoundland to appoint an arbitrator.
- 19:05 - After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.
- 19:06 - (1) Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, the arbitrator is empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
- (2) In the case of an unjust dismissal or suspension, there shall be no onus on an employee to mitigate losses.
- 19:07 - The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 19:08 - Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objections at the same time as the reply to Step 3 of the grievance.
- 19:09 - The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent, and shall be considered directional as opposed to mandatory.
- 19:10 - No grievance shall be lost through error in form or technical irregularity.

19:11 - Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties. Members of the Bargaining Unit who are to be called as witnesses at arbitration hearings shall receive permission to be absent from work to attend such hearings.

ARTICLE 20 - Labour Management Committees

20:01 - The Company and the Union agree to co-operate in the continuation of the following joint committees during the term of this Collective Agreement.

1. Plant Labour-Management Committees  
The Plant Labour-Management Committees will continue to function during the term of this Collective Agreement. Each Plant Labour-Management Committee shall meet at least monthly. The Plant Committees may consist of the equivalent number of the Executive of the appropriate Local plus one (1) member of the Safety Committee and an equal number of Company representatives.
2. Corporate, Labour-Management Committee  
The Corporate, Labour-Management Committee will meet not less than four (4) times in each calendar year. The Committee shall consist of five (5) representatives from each of the Union and the Company. The Company and the Union will alternately provide a place for the meetings and the secretarial service to ensure that there is an agreed and approved set of minutes from each meeting. The Corporate Labour-Management Committee is intended as a forum to discuss issues related to the overall operation of the plants, within the context of the administration of the Collective Agreement and the relationship between the Company and the Union.

3. **Technological Change Committee**  
The permanent joint Committee on technological change is to constructively review the impact of technological change on plant operations. The Committee will have three (3) representatives each from the Union and the Company. It is the intention of the parties to promote an exchange of information at the planning stage, assess the impact of such changes, and review remedial action, to minimize potentially disruptive effects in terms of labour relations or employment. The Committee is to provide a forum for consultation and enable planning for the orderly introduction of technological change, new work processes, and other changes which would affect working conditions, job content, and employment levels. The Committee shall meet twice in any calendar year and one other time, within thirty (30) days on the request of either party. Following each meeting the Committee shall submit an agreed report on the issues discussed between the Company and the Union.
  
4. **Work Standards - Work Measurement Committee**  
The Work Standards - Work Measurement Committee is formed to discuss and provide recommendations on issues pertaining to Work Standards and Work Measurement. The Work Standards - Work Measurement Committee is intended to discuss and provide recommendations on issues pertaining to Work Standards and Work Measurement. In this capacity it shall undertake to:
  - (a) understand and review the data utilized in the development of standards;
  - (b) make recommendations which are based on the premise of maximizing equity for both the employee and the employer;
  - (c) make recommendations concerning the education of present and new employees with regard to incentive standards (should they apply) and work measurement systems;
  - (d) make recommendations to ensure work measurement and incentive systems (should they apply) are fundamentally the same in all FPIL plants.

The Committee is intended to operate only in an advisory capacity following investigation, discussion, and recommendation.

The Committee shall be comprised of four (4) members of the bargaining unit plus one (1) floater member and five (5) members from the Company. The responsibilities of the chairperson shall rotate

between the parties. There shall be an agreed agenda for meetings and an agreed set of minutes to be submitted to the parties within thirty (30) days of each meeting.

**ARTICLE 21 - Group Insurance and Pension Plan**

**21:01:01 The Company agrees to continue to participate in the joint trusted Main and Modified group insurance plans.**

**21:01:02 During the term of this Agreement, it is agreed that:**

- (a) While an employee, who is a member of the Main Plan, is at work, the actual monthly premium costs of the Plan, shall be cost-shared 54% Company/46%<sup>1</sup> employee. The allocation of premium payments by the employee shall first be applied to Weekly Indemnity with the balance applied to the remaining benefits in such a manner as to result in the total cost of all premiums for insured benefits being shared on a 54%/46% basis.**
- (b) While an employee, who is a member of the Main Plan, is not at work, the employee will be responsible for all premium costs of whatever coverage he is entitled to under the Main Plan (unless otherwise subsidized by the Fisheries Benefit Trust as decided by the Board of Trustees).**
- (c) While an employee, who is a member of the Modified Plan, is at work, the actual monthly premium cost of the Plan shall be cost-shared on a 50% Company/50% employee basis (except for the cost of Vision Care coverage in the Plan, the cost of which is the employee's full responsibility unless otherwise subsidized by the Fisheries Benefit Trust as decided by the Board of Trustees).**
- (d) While an employee, who is a member of the Modified Plan, is not at work, the employee will be responsible for all premium costs of whatever coverage he is entitled to under the Plan unless otherwise subsidized by the Fisheries Benefit Trust as decided by the Board of Trustees.**

**21:02 - Descriptions of the Main Plan and the Modified Plan are set out in Schedule "E" for the benefit of all employees. The descriptions in**

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<sup>1</sup> These cost-sharing percentages are based on the fact that premium increases following the Year 2001 have been allocated on a 50% Company/50% Employee cost-shared basis. Increases to the premiums that occur annually or at another time during the term of this Agreement will likewise be allocated on a 50% Company/50% Employee cost-shared basis, and the overall cost-sharing percentages will be adjusted accordingly.

**Schedule "E" are not intended to be part of the Collective Agreement as benefits are subject to the master policy for each Plan.**

21:03 - The Company agrees to maintain the flat rate benefit pension plan effective January 1, 1990 for all seniority employees. 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 "F". The basic year of service for seniority employees under the provisions of the plan will be 1800 hours. Effective January 1, 1995 employees shall be credited service at a benefit rate of twelve dollars (\$12.00) per month per year of service.

21:04 - The parties will establish a Pension Board of Administration comprised of two (2) representatives each. 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 22 - General

22:01 - It is understood and agreed that if, in any department, circumstances arise for which no provision is made herein, the parties shall use their best endeavors to adjust the matter, but work shall proceed under the existing practice of the Company pending settlement between the parties.

#### ARTICLE 23 - Relief Sea-Going Engineers and Cooks

23:01 - Subject to the conditions noted below, the Union agrees that in the event of an emergency where a ship would otherwise be unable to proceed to sea, the Company may require certain employees employed as repairmen and with the necessary qualifications and sea-going experience, to proceed to sea temporarily in the ships of the Company in their capacity as Sea-Going Engineers.

23:02 - Such temporary service shall not be required to fill the place of a group of employees with whom the Company may be in dispute.

- 23:03 - Employees temporarily transferred shall retain and accrue seniority in their regular classification. Employees shall be credited with twelve (12) hours per sea day and the income earned from sea time. Time and earnings as applicable will be included in the calculation of vacation and holiday benefits, pension calculation, and profit sharing.
- 23:04 - Where the Company is aware, employees shall be given twenty-four (24) hours notice of the requirement to go to sea or as much notice as is possible and in no event shall the notice be less than the time required for a person to proceed home, get ready and return.
- 23:05 - Employees liable for sea-going duty in any emergency, shall be required to keep Management notified of any personal or other reasons which may be reasonable and sufficient as to why they cannot take their turn at sea. Upon receipt of such information Management shall notify the employee whose turn is next, of his liability for sea duty.
- 23:06 - Relief employees shall be asked, and are expected to go to sea in their turn. However, it is understood that an employee may defer his turn provided there is reasonable and sufficient reason.
- 23:07 - The remuneration payable to such employees while at sea shall be:
1. To those employed as Chief Engineers - whichever is higher, (A) straight 12 hour day at the employee's hourly rate plus a daily commission of twenty-five dollars and sixty-five cents (\$25.65) (Fortune - twenty-seven dollars and seventy cents (\$27.70)) and free board; or (B) the net proceeds of the Chief Engineer's Share, commission, and per diem for that particular trip.
  2. To those employed as Second Engineer, or a lesser grade or a cook - whichever is higher, (A) straight 12 hour day at the employee's hourly rate for second engineer and the Tradesman "B"'s rate for cook plus a daily commission equal to that paid to the regular Second Engineer or cook but not less than sixteen dollars and forty cents (\$16.40) (Ramea, - eighteen dollars and forty-five cents (\$18.45), Fortune - twenty dollars and fifty cents (\$20.50)), and free board; or (B) the net proceeds of the Second Engineer's or Cook's share, commission, and per diem for that particular trip.
- 23:08 - The Company will pay the cost of obtaining permits required by relief sea-going engineers who have not acquired the necessary tickets.
- 23:09 - When relief sea-going engineers or cooks are required to report for a scheduled sailing and the scheduled sailing is delayed or cancelled, they shall be compensated at the appropriate rate for actual hours of work lost ashore.

23:10 - Approval may be granted for the exchange of work between marine maintenance personnel and marine engineers for a specific trip or a specific number of trips, where it is mutually agreed between the Company and the employees, for the purpose of either one or the other to obtain certification or experience either ashore or at sea. During an exchange, each employee will work under the terms and conditions of the applicable Collective Agreement. Exchanges will only be permitted where each employee can perform the work required in the other classification.

ARTICLE 24 - Apprenticeship Plan

24:01 - In order to ensure an adequate supply of trained employees to maintain and operate its plants, the Company will hire apprentices in accordance with approved Journeyman Apprenticeship Plans of **relevant department of the Government of Newfoundland and Labrador**. (See Appendix 1 "Tradesman B Training Program".)

24:02 - The Company will recognize the following trades for apprenticeship plans: Machinist, Electrician, Diesel Mechanic - (Industrial Mechanic), Welder, Millwright and Carpenter.

24:03 - Upon satisfactory completion of a probationary period in accordance with Article 15:02 an apprentice will have his seniority established from that date.

24:04 - Wages paid to apprentices shall be based on the following schedule.

(a) Four Year Apprenticeship

First year - 75 percent of Journeyman "A" Rate  
Second year - 80 percent of Journeyman "A" Rate  
Third year - 87 percent of Journeyman "A" Rate  
Fourth year - 92 1/2 percent of Journeyman "A" Rate

(b) Three Year Apprenticeship

First year - 70 percent of Journeyman "A" Rate  
Second year - 80 percent of Journeyman "A" Rate  
Third year - 90 percent of Journeyman "A" Rate

24:05 - Classifications shall be defined as follows:

(1) Grade "AA" Journeyman

Holder of a Provincial Government Journeyman Certificate and two (2) years' additional experience as a Journeyman "A".

(2) Grade (A) Journeyman

(a) Holder of Provincial Government Journeyman Certificate; or

(b) Five (5) years additional experience in "Tradesman B" classification.

(3) 2nd, 3rd, and 4th Year Apprentices:

Twelve (12) months employment and apprenticeship training as laid down by Apprenticeship Branch plus successful writing of final examinations in lower category.

(4) 1st. Year Apprentice:

Minimum six (6) months practical experience as maintenance helper plus registration and acceptance into Apprenticeship Program by Apprenticeship Branch.

#### ARTICLE 25 - Schedules

25:01 - Schedule "D" which forms part of this Agreement specifies the classifications and wage rates of office staff in Burin, Fortune, Harbour Breton, Marystown, Port Union, and Port-au-Choix; Articles of this Agreement which apply to office staff in common with other employees, covered by this Agreement, are specified in Schedule "D".

#### ARTICLE 26 - Technological Change

26:01 - In keeping with the Company's policy of having employees informed, the Company agrees to communicate and consult with the Union on technological change. The Union shall be advised in writing of the nature of technological change or reorganization, the dates contemplated by the Company to introduce technological change, and the effect that such technological change may have on numbers and classifications of employees, either as a direct result of the technological change or an associated reorganization of the workforce. The Company will review with the Union the number of jobs and job classifications which may be declared redundant or the number of new

jobs and job classifications which might be created as a result of a technological change or reorganization. Such reviews will take place within the ambit of the Technological Change Committee.

Prior to the end of January in each calendar year the Company will provide the Union with a status report on contemplated technologies. The parties will have a meeting of the Technological Change Committee to review the issues within thirty (30) days. Every attempt will be made to place employees whose jobs may become redundant due to technological change, and where employees can not be placed, the Company will provide the maximum notice possible of any impending lay-off.

**ARTICLE 27 - Harrassment Based on Gender**

- 27:01 - The Company and the Union agree to take every reasonable action to eliminate sexual harrassment in the workplace.
- 27:02 - Complaints under this Article will be dealt, by the employer and the Union, with all possible confidentiality.

**ARTICLE 28 - Transfers and Relocations**

- 28:01:01- The Company will give preference of employment to seniority employees, within the Province, who wish to transfer from one operating division to another or, who seek employment at another Company operation within the Province as a result of having to relocate their permanent residence.

Subject to the terms and conditions of the applicable Collective Agreement and the conditions prescribed in this Article, the Company will recognize an employee's length of service for the purposes of calculating: vacation and holiday entitlement; pension; and profit sharing within a year if the employee is otherwise eligible.

- 28:01:02- Transfers:

Employees wishing to be transferred from one operating division to another (plant to trawler) or to another location within an operating division, shall apply in writing to the appropriate manager with a copy to their current manager. Such transfers are subject to the following conditions:

- (1) Seniority accumulated in one division or at one specific location within a division is not transferrable to another division or location.
- (2) Transfers are intended to be permanent and employees have no right of transfer back to their former location or position.

- (3) Employees transferred from one operating division to another would have to complete the probationary requirements of the appropriate Collective Agreement.
- (4) Employees transferred within an operating division will not have to complete a probationary period but must have the ability to perform the work if the transfer involves a new classification.

28:01:03- Relocations:

Seniority employees of the Company who relocate on a permanent basis within the Province, will be given preference of employment and recognition of corporate service as defined in :01:01, subject to the following terms and conditions:

- (1) The employee must have resigned or quit employment for personal reasons related to the relocation;
- (2) The Company must be advised, in writing, at the time of the resignation or quitting that the employee wishes to obtain employment at another specified location and, an application, in writing, must be filed at that new location.
- (3) Seniority acquired by the employee is not transferrable.
- (4) The employee must be re-employed by the Company at the specified location within six (6) months of resignation and application for employment.
- (5) Employees rehired at a new location will not be required to complete a probationary period other than to demonstrate an ability to perform the work, if employed in a different classification from that in which they had previously been employed.

ARTICLE 29 - Casuals and Temporary Hirings

29:01 This Article is intended to apply to the use of casual employees and/or the hiring of temporary employees, all as defined herein, during the term of this Collective Agreement. The Company confirms that the use of casuals and temporary employees shall not be used to displace or reduce the number of full-time employees required by the Company to carry out its normal operations at each plant.

29:02 For the purpose of this Article, and to assist the parties in the administration of the Collective Agreement the following definition shall apply:

1. Casuals:-

Casual employees are defined as individuals employed by the Company as required, to work without notice, to fill short-term vacancies or provide additional manpower, on an hourly or daily basis.

2. Temporary Hires:-

Temporary employees are defined as individuals employed by the Company for jobs of limited duration, to fill short-term vacancies or provide additional manpower, on an hourly or daily basis. Temporary employees shall acquire seniority should they complete the requirements of the probationary period as defined in 15:02.

29:03 At each plant location employing a significant number of casuals on a daily basis, casuals will be given a designated hiring area and must remain in that area while on site and awaiting the opportunity for work. Hirings will take place only at the designated area.

29:04 Where the local plant practice involves more than a minimal number of casuals, casuals will be ranked by either hours of work or date of hire, as per local agreement, and will be selected for work in that order, as their names appear, provided they have the ability to perform the work required. Any refusal by a casual who has the ability to perform the work offered, will result in his being dropped to the bottom of the list for that day.

29:05 Where casuals are hired they shall be paid at the rate of Job Grade I. Where casuals are employed in jobs which are included under an incentive system, they will receive the incentive pay appropriate to their performance in addition to the regular hourly rate.

The regular hours of work in any department apply to casuals working in that department. Where applicable, work performed by casuals outside the regular hours of work in that department, would be subject to premium rates.

29:06 Where there is a shortage of regular work for seniority employees in their own department, they may replace any casuals or temporary employees employed in another department, provided they can perform the work required, and have advised their foreman of their desire to continue at work. Such replacements are only to apply where there is at least one-half hour of work available to the seniority employee.

29:07 When the Company posts a permanent vacancy or new position, casuals having the ability to perform the work, shall be offered permanent employment based on the ranking of the eligible casuals. Casuals offered permanent employment must accept the offer. Failure to accept a permanent

position and attain seniority, will result in the individuals being placed at the bottom of the casuals list in rank. Casual employees, accepted in permanent positions, will not be required to complete the probationary period, unless they have not had the equivalent of sixty (60) working days in the position to which they have been permanently assigned.

29:08 For each two hundred (200) hours worked, casuals shall be paid eight (8) hours at their straight time rate in lieu of paid holidays under Article 13:02.

29:09 When employed by the Company, casuals have no right to attain or accrue seniority, and have no other benefits related to their employment except as provided in this Article. Temporary employees hired under this Collective Agreement have all the rights and benefits of employees who have not acquired seniority under the terms and conditions of the Collective Agreement but do have the right to acquire seniority as defined in Article 15:02.

#### ARTICLE 30 - Amendment

30:01 - Subject always to the right of determination as in the following Article provided, it is distinctly understood and agreed that the Agreement is in no way to be regarded as being rigid or inflexible, but that it may be amended, altered, or changed from time to time as may be agreed by and between the parties hereto, and such amendments, alterations, or changes, when so agreed upon, shall have full force and effect, and form part of this Agreement immediately after it is so agreed upon. The rights of either of the parties hereto to seek amendment shall arise only after that party has given to the other party thirty (30) days' notice, in writing, stating clearly the matter or matters proposed to be amended together with the proposed amendment or amendments. The necessary meeting shall be held immediately after the expiration of the said thirty (30) days' notice unless another date is mutually agreed upon. In the event of any alterations, amendments, or changes being agreed to by both parties then, and in such case only, shall this Agreement be amended, altered, or changed and shall thereafter continue in force as Article 31 provided.

#### ARTICLE 31 - Term of Agreement

31:01 - This Collective Agreement shall come into full force and effect the 1st. of January, **2003** for a period of **twenty-seven (27) months** from that date, following which it shall automatically renew itself from year to year unless notice is given by either party to the other within ninety (90) days next preceding the 31st. day of **March, 2005**, or anniversary date thereof, of a desire to amend or terminate this Agreement.

31:02 - During the course of any negotiations subsequent to such notice being given, the Collective Agreement shall remain in full force and effect.

- It is understood that this Collective Agreement replaces agreements and understandings that may have been in effect by and between the parties hereto.

31.04 - This Collective Agreement represents the entire understanding between the parties. There are no other terms, conditions, obligations, or understandings either express or implied which are binding or enforceable other than those specifically set forth in this Collective Agreement or a Schedule thereto, or a concurrent Letter of Understanding executed in conjunction with the execution of this Collective Agreement, or a Memorandum of Understanding executed by the parties hereto concurrent with or during the term of this Collective Agreement amending or modifying the terms or conditions of this Collective Agreement.

IN WITNESS WHEREOF the parties to this Collective Agreement have hereunto their hands and seals subscribed and set this **27<sup>th</sup> day of March, 2003.**

SIGNED, SEALED AND

DELIVERED IN THE PRESENCE OF:

FISHERY PRODUCTS INTERNATIONAL LTD.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

IN THE PRESENCE OF:

FISH, FOOD AND ALLIED WORKERS UNION  
(Chartered by Canadian Auto Workers)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

APPENDIX 1

TRADESMEN "B" TRAINING PROGRAM

Maintenance Classifications

1. In addition to the Apprenticeship Plan (Article 24) the Company will also recognize training other than through **Provincial Government's** Apprenticeship Program for Maintenance Employees.

Training other than under the Apprenticeship Plan will be known as the "Tradesman B - Training Program".

The Company will recognize 1800 hours constitutes One (1) year's work in the Tradesmen "B" - Training Program.

2. The Company will recognize the following trades for the Tradesmen B - Training Program: - Machinist, Electrician, Diesel Mechanic - (Industrial Mechanic), Welders, Millwrights, Carpenters, Baader Mechanics and Riggers (wire splicer, etc.).
3. The following "Definitions of Classifications" will apply to "Tradesman B" and to Tradesman B Trainees:

Grade "B" Tradesmen:

- (i) Completion of four (4) years (48 months) approved training in tradesmen trainee program, commencing with twelve (12) months as helper, etc.
- (ii) Holder of fishing chief engineers, or 4th class Marine (M.O.T.) Ticket, plus two (2) years (24 months) experience as trawler chief engineer.
- (iii) Minimum four (4) years (48 months) proven experience and training in work associated with trade for which classification is being sought.

2nd and 3rd Year Trainee Tradesmen:

Satisfactory completion of twelve (12) months work in lower wage category.

1st Year Trainee Tradesmen:

Twelve (12) months as maintenance helper.

4. Wage paid to Tradesmen B Trainee shall be based on the following schedule:

Maintenance Helper - As per "Schedule B"

First Year Tradesman B Trainee - 83 percent of Tradesman B Rate

Second Year Tradesman B Trainee - 87 percent of Tradesman B Rate

Third Year Tradesman B Trainee – 92 ½ percent of Tradesman B Rate

5. Where existing personnel are involved, they would be classified by agreement with the Union, and in accordance with definitions of classifications as outlined herein, and henceforth all workers would then be governed by the proposed format.
6. Upon completion of five (5) years as certified Tradesman B in a trade recognized by the **Newfoundland and Labrador Provincial Apprenticeship and Certification Board**, the employee will then qualify for the Journeyman "A" Rate. Tradesmen "B" who receive Journeyman rate cannot advance to the "AA" rate.
7. Definition of Journeyman "A" classification:
  1. Holder of the Provincial Government Journeyman Certificate  
or
  2. Five (5) years experience with the Company as a certified Tradesman B, recognized by the **Newfoundland and Labrador Provincial Apprenticeship and Certification Board**.
8. Definition of Journeyman "AA" classification:
  1. Holder of the Provincial Government Journeyman certificate plus two (2) additional years of experience as a certified Journeyman "A".

SCHEDULE "A"  
JOB CLASSIFICATION AND WAGE SCHEDULE

	Jan. 1, 2002	Jan. 1, 2003	Jan. 1, 2004
<u>JOB GRADE I</u>			
CASUAL WORKERS	12.52	12.90	13.28
<u>JOB GRADE II</u>			
I.Q.F. WORKERS, TRIMMERS, CANDLERS, BONERS, WORMERS, GRADERS, CULLERS, RECEIVING (SHED) ROOM WORKERS, SKINNING MACHINE FEEDERS, PLATE FREEZER WORKERS, COLD STORAGE WORKERS, PKG. MATERIAL WHSE. HELPER, STEVEDORING WORKERS, WATCHMEN, CLEAN-UP WORKERS, SERVICE LABOUR WORKERS, GENERAL LABOUR, OFFAL WORKERS PACKERS, WRAPPERS, WEIGHERS, I.Q.F. FEEDERS, SECONDARY PROCESSING WORKERS, FIRST AID ATTENDANT, SHRIMP PEELERS, INSPECTORS, WRAPPING MACHINE FEEDERS, CARTON FOLDERS, PAN WASHERS, JANITOR, MARI-PAC WORKER, CRAB PLANT WORKERS, COOKHOUSE ATTENDANT	12.64	13.02	13.41
<u>JOB GRADE III</u>			
CUTTERS, TRAWLER DISCHARGE AND ICERS, FLAKE ICE WORKERS, PAYLOADER AND FORKLIFT OPERATOR, TALLYMAN, WEIGHMASTER, CRANE OPERATOR, CHECKERS (BONE, DEFECT, WORK CONTENT, FISH COUNT AND SKINNING MACHINE CHECKERS), QUALITY CONTROL ASSISTANT, STOCKROOM CLERK, CUTTING MACHINE OPERATOR, SAWMAN, 0008 MIXER TENDER, PKG. MATERIAL WAREHOUSEMAN, SHRIMP PEELER OPERATOR, SHRIMP FREEZER OPERATOR, CRAB BUTCHER, DOCKSIDE GRADERS	12.74	13.12	13.52
<u>JOB GRADE IV</u>			
(A) NIGHT TRAWLER ATTENDANT, MEAL AND OIL PRODUCTION WORKERS	13.04	13.43	13.83
(B) PROCESS COOK, WEIGHER/BAGGER OPERATOR	13.89	14.31	14.74

	Jan 1, 2002	<b>Jan.1, 2003</b>	<b>Jan. 1, 2004</b>
<u>JOB GRADE V</u>			
(A) QUALIFIED REDUCTION PLANT OPERATORS, PRESSMAN,DRIER, EVAPORATOR, SEPARATOR	16.20	<b>16.69</b>	<b>17.19</b>
(B) UNQUALIFIED REDUCTION PLANT OPERATORS	15.85	<b>16.33</b>	<b>16.82</b>
<u>JOB GRADE VI</u>			
TRADESMAN "B"	16.20	<b>16.69</b>	<b>17.19</b>
<u>JOB GRADE VII</u>			
JOURNEYMAN "AA"	17.45	<b>17.97</b>	<b>18.51</b>
JOURNEYMAN "A"	16.91	<b>17.42</b>	<b>17.94</b>
JOURNEYMAN "A" MOVES TO "AA" RATING AFTER 24 MONTHS' WORK AS A CERTIFIED JOURNEYMAN "A"			
<u>JOB GRADE VIII</u>			
TRUCK DRIVER, FUEL MAN, SAILMAKER, BREADING LINE OPERATOR	14.89	<b>15.34</b>	<b>15.80</b>
<u>JOB GRADE IX</u>			
CRANE OPERATOR - CERTIFIED (70' BOOM)	16.20	<b>16.69</b>	<b>17.19</b>
<u>JOB GRADE X</u>			
GENERAL LABOUR - BURIN REFIT	13.41	<b>13.81</b>	<b>14.23</b>
(WHEN PAINTING, USING SPRAY GUN, NEEDLE DERUSTER, JACKHAMMER)	14.89	<b>15.34</b>	<b>15.80</b>
<u>JOB GRADE XI</u>			
WATER/SAND BLAST OPERATOR, TRUCK DRIVER WITH AIR BRAKE ENDORSEMENT	15.60	<b>16.07</b>	<b>16.55</b>

SHIFT ENGINEERS' PLANTS - PLANT RATING

QUALIFICATIONS:	Jan 1, <u>2002</u>	<u>Jan. 1,</u> <u>2003</u>	<u>Jan. 1,</u> <u>2004</u>
REFRIGERATION "A" OR 3RD. CLASS STATIONARY	16.91	<b>17.42</b>	<b>17.94</b>
REFRIGERATION "B" OR 4TH. CLASS STATIONARY	16.68	<b>17.18</b>	<b>17.70</b>
UNCERTIFIED REFRIGERATION (LEARNING)	15.85	<b>16.33</b>	<b>16.82</b>

SHIFT ENGINEERS: \$1.00 IN ADDITION TO THE ABOVE RATES FOR ALL HOURS WORKED ON SATURDAY

\$2.00 IN ADDITION TO THE ABOVE RATES FOR ALL HOURS WORKED ON SUNDAY

**NOTES:-**

1. CHARGEHANDS 20 CENTS PER HOUR HIGHER THAN RATE SUPERVISED.
2. HELPERS AND TRAINEES – ALL CATEGORIES – 20 CENTS PER HOUR LES THAN JOB STATED.
3. FRESH MILK – THE COMPANY AGREES TO MAINTAIN A SUPPLY OF FRESH MILK AVAILABLE TO WELDERS WHEN GALVANIZED METALS AND/OR ALUMINUM MATERIALS ARE BEING WELDED.
4. SHIFT DIFFERENTIAL – ALL EMPLOYEES WORKING THREE (3) ROTATING SHIFTS SHALL RECEIVE SHIFT DIFFERENTIAL AS FOLLOWS:
  - ❑ 15 CENTS PER HOUR ON ALL HOURS WOKRED ON THE 4-12 MIDNIGHT SHIFT;
  - ❑ 25 CENTS PER HOUR ON ALL HOURS WORKED ON THE 12-8 A.M. SHIFT.
5. NEW EMPLOYEES HIRED SHALL RECEIVE 40 CENTS LESS PER HOUR THAN THE APPLICABLE RATE OF THE CLASSIFICATION WORKED FOR A QUALIFYING PERIOD OF 30 DAYS WHEREUPON SUCH EMPLOYEES SHALL BE PAID IN ACCORDANCE WITH THE JOB GRADE THAT THEIR CLASSIFICATION ENTITLES THEM.
6. IT IS AGREED THAT A \$2.50 PER HOUR PREMIUM WILL BE PAID TO CERTIFIED JOURNEYMAN WELDERS WHERE THE WORK ACTUALLY PERFORMED REQUIRES A CERTIFICATE.
7. IT IS AGREED THAT A 10 CENTS PER HOUR PREMIUM WILL BE PAID WHILE WELDING ALUMINUM, GALVANIZED, AND STAINLESS STEEL.

**SCHEDULE "B"**

	Jan. 1, 2002	<b>Jan. 1, 2003</b>	<b>Jan. 1, 2004</b>
MAINTENANCE HELPER (81 ½%)	13.20	<b>13.60</b>	<b>14.00</b>
1ST. YEAR TRAINEE (83%)	13.45	<b>13.85</b>	<b>14.27</b>
2ND. YEAR TRAINEE (87%)	14.10	<b>14.52</b>	<b>14.96</b>
3RD. YEAR TRAINEE (92 ½%)	14.99	<b>15.44</b>	<b>15.90</b>
TRADESMAN "B"	16.20	<b>16.69</b>	<b>17.19</b>
 <u>4 YEAR APPRENTICESHIP PROGRAM</u>			
1ST. YEAR APPRENTICE (75%)	12.69	<b>13.07</b>	<b>13.46</b>
2ND. YEAR APPRENTICE (80%)	13.53	<b>13.94</b>	<b>14.35</b>
3RD. YEAR APPRENTICE (87%)	14.72	<b>15.16</b>	<b>15.62</b>
4TH. YEAR APPRENTICE (92 ½%)	15.65	<b>16.12</b>	<b>16.60</b>
 <u>JOURNEYMAN "A"</u>			
3 YEAR APPRENTICESHIP PROGRAM			
1ST. YEAR APPRENTICE (70%)	11.83	<b>12.18</b>	<b>12.55</b>
2ND. YEAR APPRENTICE (80%)	13.53	<b>13.94</b>	<b>14.35</b>
3RD. YEAR APPRENTICE (90%)	15.22	<b>15.68</b>	<b>16.15</b>
JOURNEYMAN "AA"	16.91	<b>17.42</b>	<b>17.94</b>

SCHEDULE "C"

Harbour Breton

	Day Shift	Night Shift
Discharge	7:00 a.m.-4:00 p.m.	5:00 p.m.- 1:15 a.m.
Cutting	8:00 a.m.-5:00 p.m.	6:00 p.m.- 2:30 a.m.
Skinning	8:15 a.m.-5:15 p.m.	6:15 p.m.- 2:45 a.m.
Candling, Trimming and Grading	8:30 a.m.-5:30 p.m.	6:30 p.m.- 3:00 a.m.
Packers	8:30 a.m.-5:30 p.m.	6:30 p.m.- 3:00 a.m.
Freezers	8:00 a.m.-5:00 p.m.	6:00 p.m.- 2:30 a.m.
Tunnel	(1) 8:00 a.m.-4:00 p.m.	(2) 4:00 p.m.-12:00 a.m.
	(3) 12:00 a.m.-8:00 a.m.	
Clean-up	8:00 a.m.-5:00 p.m.	6:00 p.m.- 2:30 a.m.
Maintenance	8:00 a.m.-5:00 p.m.	
Meal Plant	8:00 a.m.-4:00 p.m.	
Prod. Maintenance	8:00 a.m.-5:00 p.m.	6:00 p.m.- 2:30 a.m.

NOTE:

1. Night clean-up crews' regular working hours subject to production and the Company reserves the right to change scheduled working hours without penalty provided six (6) hours' notice is given to the employees prior to the revised starting time.

FISHERY PRODUCTS INTERNATIONAL LIMITED  
HOURS OF WORK – MARYSTOWN

Department - Category	Including:	Day Shift Start	Night Shift Start
Discharge		7:00	
Handlines		7:00	4:00
Handline Skinners		7:10	4:10
Shed		7:15	4:15
Cutting Machines	Tail Inspectors	7:20	4:20
	Machine Skinners		
	Machine Inspectors		
	Fish Racks Cutting Machines		
Trimming	Flowlines	7:30	4:30
	Post Trimming		
	Strips		
	Napes		
	Mincer		
	Freezegaurd (2 People)		
	Fresh Fillet Grader		
Master Preperation		7:30	4:30
Freezegaurd (3 People)		7:40	4:40
Master Preperation - Cold Storage		7:45	4:45
Packing Weighers Line 1		8:00	5:00
General	Packing Carton Preperation	8:00	5:00
	Cold Storage		
	Forklift Operators		
	F/M Pack-off in Storage		
	Blast Freezers		
	Janitors		
	Panwash		
IQF	Feeders	8:00	5:00
	Classify		
	Tally		
	Pack Off		
Packing	Packing Weighing Line 2	8:15	5:15
	Packers		
	EOL Packing		

This schedule assumes two 15 minute breaks (one mid morning and one mid afternoon) with 30 minute non-paid lunch break. Also, as per article 10:06 of the Collective Agreement, the schedule assumes that all employees will be at their posts in readiness for

immediate commencement of work at the start of the shift and at the expiration of the scheduled breaks. The schedule also assumes that no employee will depart from their workstation before the whistle indicating the commencement of the scheduled break or the finishing of the shift.

The schedule also assumes trimmers starting in two distinct groups, at slightly staggered times. This is for the clearly defined purpose of product not being stalled on a line, in the state at which it is most vulnerable to yield loss.

Burin (Secondary Processing)

8:00 a.m. - 4:30 p.m.

5:30 p.m. - 2:00 a.m.

Burin (Refit)

8:00 a.m. - 4:00 p.m. - Day Shift

4:00 p.m. - 12:00 a.m. - Night Shift

One (1) ten (10) minute break and one (1) twenty (20) minute lunch period.

FISHERY PRODUCTS INTERNATIONAL

Fortune

Comprehensive Work Schedule by Department (Dayshift)

	Disc.	Defrost	Fillet Machine	Trim	Trim	Pack IQF / F&M
Start	7:00 AM	7:00 AM	7:20 AM	7:30 AM	7:40 AM	8:40 AM
1st Break	9:00 AM	9:00 AM	9:20 AM	9:30 AM	9:40AM	10:00AM
Return	9:15 AM	9:15 AM	9:35 AM	9:45AM	9:55AM	10:15AM
Lunch	11:00AM	11:00AM	11:20AM	11:30AM	11:40PM	12: 00 PM
Return	11:30 AM	11:30 AM	11:50AM	12:00PM	12:10PM	12:30PM
2nd Break	1:30 PM	1:30 PM	1:50 PM	2:00 PM	2:10 PM	3:00 PM
Return	1:45 PM	1:45 PM	2:05 PM	2:15 PM	2:25 PM	3:15 PM
Finish	3:30 PM	3:30 PM	3:50PM	4:00 PM	4:10 PM	5:10 PM
Night Start	3:30 PM	3:30 PM	4:40 PM	4:50 PM	5:00 PM	6:00 PM

Fortune

Comprehensive Work Schedule By Department (Nightshift)

			Fillet		Pack	
	Disc.	Defrost	Machine	Trim	Trim	IQF / F&M
Start	3:30 PM	3:30 PM	4:40 PM	4:50 PM	5:00 PM	5:10 PM
1st Break	5:30 PM	5:30 PM	6:40 PM	6:50 PM	7:00 PM	8:00 PM
Return	5:45 PM	5:45 PM	6:55 PM	7:05 PM	7:15 PM	8:15 PM
Lunch	7:30 PM	7:30 PM	8:40 PM	8:50 PM	9:00 PM	10:00 PM
Return	8:00 PM	8:00 PM	9:10 PM	9:20 PM	9:30 PM	10:30 PM
2nd Break	10:00 PM	10:00 PM	11:10 PM	11:20 PM	11:30 PM	12:30 AM
Return	10:15 PM	10:15 PM	11:25 PM	11:35 PM	11:45 PM	12:45 AM
Finish	12:00 MN	12:00 MN	1:10 AM	1:20 AM	1:30 AM	1:40 AM
Night Start	7:00 AM	7:00 AM	7:20 AM	7:30 AM	7:40 AM	8:40 AM
The 3rd IQF shift starts at 1:40 AM.						
Finish time will depend on volumes of product,						
but will not be later than 7:30 AM						

FISHERY PRODUCTS INTERNATIONAL LIMITED  
PORT UNION

HOURS OF WORK - SHRIMP PLANT  
THREE ROTATING SHIFTS

SCHEDULE LF3

WEEK 1	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	A	A	C	C	C	C	B
	EVENING	B	B	B	B	A	A	A

WEEK 2	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	B	B	B	A	A	A	A
	EVENING	A	C	C	C	C	B	B

WEEK 3	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	C	C	C	C	B	B	B
	EVENING	B	B	A	A	A	A	C

WEEK 4	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	B	A	A	A	A	C	C
	EVENING	C	C	C	B	B	B	B

WEEK 5	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	C	C	B	B	B	B	A
	EVENING	A	A	A	A	C	C	C

WEEK 6	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	A	A	A	C	C	C	C
	EVENING	C	B	B	B	B	A	A

WEEK 7	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	B	B	B	B	A	A	A
	EVENING	A	A	C	C	C	C	B

**FPI/FFAW PLANTS COLLECTIVE AGREEMENT – 2003-2005**

WEEK 8	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	A	C	C	C	C	B	B
	EVENING	B	B	B	A	A	A	A

WEEK 9	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	B	B	A	A	A	A	C
	EVENING	C	C	C	C	B	B	B

WEEK 10	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	C	C	C	B	B	B	B
	EVENING	B	A	A	A	A	C	C

WEEK 11	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	A	A	A	A	C	C	C
	EVENING	C	C	B	B	B	B	A

WEEK 12	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	C	B	B	B	B	A	A
	EVENING	A	A	A	C	C	C	C

SUNDAY: Noon to 5:00 P.M.  
 DAYSHIFT: 7:00 A.M. to 5:00 P.M.  
 EVENINGSHIFT: 5:00 P.M. to 3:00 A.M.

Rest Periods: 10 – 10 – 20 – 10 – 10. Must be taken in an orderly/ organized fashion so as employees are back in their position on the production line at the expiration of the break period of either 10 or 20 minutes.

Rate Of Pay Applicable To This Schedule:

All shifts will be paid at the regular hourly rate. Production workers who work ten (10) hour shifts will be eligible for overtime paid at time and one-half of their regular hourly rate after their ten (10) hour shift or forty (40) hours work in a week. Other classifications will be eligible for overtime at time and one-half of their regular rate after their regular daily shift which may be eight (8) or ten (10) hours and forty (40) hours in a week.

All hours worked on an individual's first day of rest shall be paid at time and one-half of their regular rate. All hours worked on an individual's second day of rest shall be paid at double time.

Where in the opinion of the Company the raw material supply is such that a three (3) shift system cannot be utilized effectively for the workforce, then a two (2) shift or one (1) shift system will be employed based on ten (10) hour shifts.

**Hours worked on a shift commencing on Sunday will be paid at the rate of time and one-half (1 ½ times) the regular hourly rate plus two dollars (\$2.00) per hour premium for the duration of that shift. For shifts commencing on all other days, employees will be paid at their regular hourly rates unless they exceed the scheduled ten (10) hours.**

CLEAN-UP

Hours of Work:

Monday to Saturday	3:00 A.M. - 7:00 A.M.
Sunday	3:00 A.M. – 12:00 Noon

Rate of Pay:

Saturday	Time & One-Half
Sunday	Double Time

FISHERY PRODUCTS INTERNATIONAL LIMITED  
 PORT AU CHOIX

HOURS OF WORK - SHRIMP PLANT  
 THREE ROTATING SHIFTS

SCHEDULE LF3

WEEK 1	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	A	A	C	C	C	C	B
	EVENING	B	B	B	B	A	A	A

WEEK 2	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	B	B	B	A	A	A	A
	EVENING	A	C	C	C	C	B	B

WEEK 3	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	C	C	C	C	B	B	B
	EVENING	B	B	A	A	A	A	C

WEEK 4	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	B	A	A	A	A	C	C
	EVENING	C	C	C	B	B	B	B

WEEK 5	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	C	C	B	B	B	B	A
	EVENING	A	A	A	A	C	C	C

WEEK 6	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	A	A	A	C	C	C	C
	EVENING	C	B	B	B	B	A	A

WEEK 7	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	B	B	B	B	A	A	A
	EVENING	A	A	C	C	C	C	B

**FPI/FFAW PLANTS COLLECTIVE AGREEMENT – 2003-2005**

WEEK 8	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	A	C	C	C	C	B	B
	EVENING	B	B	B	A	A	A	A

WEEK 9	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	B	B	A	A	A	A	C
	EVENING	C	C	C	C	B	B	B

WEEK 10	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	C	C	C	B	B	B	B
	EVENING	B	A	A	A	A	C	C

WEEK 11	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	A	A	A	A	C	C	C
	EVENING	C	C	B	B	B	B	A

WEEK 12	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY	C	B	B	B	B	A	A
	EVENING	A	A	A	C	C	C	C

**DEFINITION OF SHIFTS**  
 SUNDAY DAY : NOON TO 5:00 PM  
 DAY SHIFT : 7:00 AM TO 5:00 PM  
 EVENING SHIFT : 5:00 PM TO 3:00 AM  
**RATES OF PAY APPLICABLE TO THIS SCHEDULE:**  
 EMPLOYEES WHO HAVE THEIR SHIFT COMMENCE ON SUNDAY WILL BE PAID , PREMIUM PAY AT TIME AND ONE HALF THEIR REGULAR HOURLY RATE PLUS \$ 2.00 PER HOUR PREMIUM FOR THE DURATION OF THAT SCHEDULED SHIFT.  
 FOR SHIFTS COMMENCING ON ALL OTHER DAYS , EMPLOYEES WILL BE PAID AT THE REGULAR HOURLY RATE UNLESS THEY EXCEED THE SCHEDULED TEN HOURS.

FISHERY PRODUCTS INTERNATIONAL LIMITED  
PORT AU CHOIX

HOURS OF WORK - CLEANUP

SCHEDULE  
CF3

PROCESSING AND MATURING		SUN	MON	TUES	WED	THUR	FRI	SAT
	FROM	3:00 AM	3:00 AM	3:00 AM	3:00 AM	3:00 AM	1:00 AM	3:00 AM
	TO	NOON	7:00AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM

SUNDAY IS PREMIUM PAY AT DOUBLE THE REGULAR HOURLY RATE.  
MONDAY, TUESDAY, WEDNESDAY, THURSDAY, AND FRIDAY IS AT THE REGULAR  
HOURLY RATE OF PAY.  
SATURDAY IS PREMIUM PAY AT TIME AND ONE HALF OF THEIR REGULAR  
HOURLY RATE.

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THIS SCHEDULE APPLIES WHEN THE PLANT IS OPERATING  
ON A THREE SHIFT BASIS.

FISHERY PRODUCTS INTERNATIONAL LIMITED  
PORT AU CHOIX

HOURS OF WORK - SHRIMP PLANT  
THREE ROTATING SHIFTS  
PROCESSING INDUSTRIAL

SCHEDULE IP3

WEEK 1	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		A	C	C	C	C	B
	EVENING		B	B	B	A	A	A

WEEK 2	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		B	B	A	A	A	A
	EVENING		C	C	C	C	B	B

WEEK 3	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		C	C	C	B	B	B
	EVENING		B	A	A	A	A	C

WEEK 4	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		A	A	A	A	C	C
	EVENING		C	C	B	B	B	B

WEEK 5	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		C	B	B	B	B	A
	EVENING		A	A	A	C	C	C

WEEK 6	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		A	A	C	C	C	C
	EVENING		B	B	B	B	A	A

FPI/FFAW PLANTS COLLECTIVE AGREEMENT – 2003-2005

WEEK 7	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		B	B	B	A	A	A
	EVENING		A	C	C	C	C	B

WEEK 8	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		C	C	C	C	B	B
	EVENING		B	B	A	A	A	A

WEEK 9	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		B	A	A	A	A	C
	EVENING		C	C	C	B	B	B

WEEK 10	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		C	C	B	B	B	B
	EVENING		A	A	A	A	C	C

WEEK 11	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		A	A	A	C	C	C
	EVENING		C	B	B	B	B	A

WEEK 12	SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
	DAY		B	B	B	B	A	A
	EVENING		A	A	C	C	C	C

DEFINITION OF SHIFT :  
 DAY SHIFT : 7:00 AM TO 5:00 PM  
 EVENING SHIFT : 5:00 PM TO 3:00 AM

RATES OF PAY APPLICABLE TO THIS SCHEDULE :  
 ALL SHIFTS COMMENCING MONDAY TO SATURDAY WILL BE PAID AT THE  
 REGULAR HOURLY RATE. HOURS WORKED IN EXCESS OF THE SCHEDULED  
 TEN  
 HOURS WILL BE PAID AT TIME AND ONE HALF THE REGULAR HOURLY  
 RATE.

FISHERY PRODUCTS INTERNATIONAL LIMITED  
 PORT AU CHOIX

HOURS OF WORK - CLEANUP

SCHEDULE  
 CI3

		SUN	MON	TUES	WED	THUR	FRI	SAT
PROCESSING (UPSTAIRS)	FROM	3:00 AM		3:00 AM	3:00 AM	3:00 AM	3:00 AM	3:00 AM
	TO	NOON		7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM

		SUN	MON	TUES	WED	THUR	FRI	SAT
MATURING (DOWNSTAIRS)	FROM		3:00 AM	3:00 AM	3:00 AM	3:00 AM	3:00 AM	3:00 AM
	TO		7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM
	FROM							8:00 PM
	TO							5:00 AM

SUNDAY IS PREMIUM PAY AT DOUBLE THE REGULAR HOURLY RATE.  
 MONDAY, TUESDAY, WEDNESDAY, THURSDAY, AND FRIDAY IS AT THE  
 REGULAR HOURLY RATE OF PAY.  
 SATURDAY IS PREMIUM PAY AT TIME AND ONE HALF OF THEIR REGULAR  
 HOURLY RATE.

THIS SCHEDULE APPLIES WHEN THE PLANT IS  
 OPERATING  
 ON INDUSTRIAL SHRIMP ON A THREE SHIFT BASIS.



SCHEDULE "D"

1. The items in this Schedule specify the Articles in this Agreement which apply to Office Staff and include classifications and rates of pay for office staff covered by this Agreement in Burin Refit Centre and Burin Secondary Processing, Fortune, Harbour Breton, Marystown, Port-au-Choix and Port Union plants.

2. The following Articles in the Agreement apply to Office Staff.

- Article 1 - Recognition
- Article 2 - Union Security
- Article 3 - Management's Rights
- Article 4 - Employee Rights
- Article 5 - No Strike - No Lockout
- Article 6 - Union Officers
- Article 9 - Temporary Assignments
- Article 16 - Safety
- Article 17 - Leave of Absence
- Article 18 - Grievance Procedure
- Article 19 - Arbitration
- Article 20 - Labour Management Committee
- Article 22 - General
- Article 26 - Technological Change
- Article 27 - Harrassment Based on Gender
- Article 28 - Transfers and Relocations
- Article 29 - Casuals and Temporary Hirings
- Article 30 - Amendment
- Article 31 - Term of Agreement

3. Hours of Work

a) Regular Hours

The regular hours of work for Office Staff shall be:

8:30 a.m. to 5:00 p.m. - Monday through Friday with a one (1) hour lunch period.

The regular hours of work for Office Staff in Harbour Breton shall be:

8:00 a.m. to 5:00 p.m. - Monday through Friday with a one (1) hour lunch period.

The regular hours of work for Office Staff in Marystown shall be:

8:30 a.m. to 4:30 p.m. - Monday through Friday, with a 30 minute lunch period.

b) Summer Hours

Summer hours for Office Staff at Burin Secondary Processing and Port-au-Choix plants shall be:

8:00 a.m. to 4:00 p.m. - Monday to Friday, with a 45 minute lunch period.

Summer hours for Office Staff at Fortune plant shall be:

8:00 a.m. to 4:30 p.m. - Monday to Friday with a one (1) hour lunch period.

Summer hours do not apply to Harbour Breton Office Staff.

Summer hours for Office Staff at Marystown plant:

8:00 a.m. to 4:00 p.m. - Monday to Friday with a 30 minute lunch period.

Summer hours shall be in effect from the first work day following the Victoria Day holiday to the last work day preceding the Labour Day holiday.

c) Meal Periods and Rest Breaks

No employee shall be required to work longer than five (5) hours without a meal period.

Employees shall be entitled to a 15 minute rest break each morning and afternoon.

Clauses 10:07, 10:08, 10:09 and 10:10 shall apply as stated.

4. Overtime

- a) 1) All hours worked in excess of seven and one-half (7 1/2) hours in any day or 37 1/2 hours in any week shall be paid at the rate of time and one-half.
- 2) For Harbour Breton Office Staff - All hours worked in excess of eight (8) hours in any day or 40 hours in any week shall be paid at the rate of time and one-half.
- 3) All hours worked before or after the regular daily hours of work shall be paid at a minimum of time and one-half.
- 4) All hours worked on Saturday shall be paid at a minimum of time and one-half.
- 5) All hours worked on Sunday shall be paid at a minimum of double time.

- 6) All hours worked in excess of 11 hours in any 24 hour period shall be paid at the rate of double time and after 15 hours at the rate of double time and one-half.
- 7) Time and one-half in addition to holiday pay will be paid for all hours worked on a paid holiday.
- b) All overtime work shall be optional and voluntary.
- c) Regular work shall not be suspended in order to equalize, absorb, or avoid overtime.
- d) There shall be no pyramiding of overtime or other premium pay.

5. Statutory Holidays

a)

Statutory Holidays	Burin/ Dildo	Fort.	Port Union	P.A.C.	Hr. Breton	Myst.
New Year's Day	X	X	X	X	X	X
St. Patrick's Day	X	X	X		X	X
Good Friday	X	X	X	X	X	X
Easter Monday	X					X
St. George's Day		X				
Victoria Day	X	X	X	X	X	X
Discovery Day		X				
Canada Day			X	X		X
July 12 <sup>th</sup> .	X			X		
Labour Day	X	X	X	X	X	X
Thanksgiving Day	X	X	X	X	X	
Remembrance Day	X		X	X	X	X
Christmas Day	X	X	X	X	X	X
Hr. Breton Day					X	
Bonavista Day						
Marystown Day						X
Fortune Day		X				
P.A.C. Day						
Floating Holiday		X		X	X	

- b) Where (a) is different from the statutory holidays scheduled for the production employees, the holidays scheduled for production shall prevail.
- c) Office Staff at all locations except Fortune are entitled to two (2) floating holidays as per Article 13:02 (c) and (d).

- d) All employees who
  - i) have worked their scheduled working day immediately preceding the holiday unless absent due to sickness, accident, bereavement, or other just cause permitted by the Company; and
  - ii) are in good standing on the seniority list: shall be entitled to eight (8) hours straight time in addition to any pay received for hours worked on a paid holiday.
- e) Clause 13:03 shall apply as stated.

6. Vacations  
Article 14 shall apply as stated.

7. Seniority

15:01 - Shall apply as stated.

15:02 - New employees will be regarded as probationary for the first 30 working days. Upon successful completion of the probationary period, the employee's seniority shall be dated as the initial date of hire. During the probationary period, dismissal for lack of aptitude shall not be the subject of grievance, however, all other terms of employment as stated herein shall apply.

15:03 - Shall apply as stated.

15:04 - Seniority shall apply within the Office Staff and in the event of a transfer Plant-wide.

15:05, 15:07, 15:08 and 15:09 shall apply as stated.

8. Group Insurance and Pension Plan

Office staff at Burin Refit Centre and Burin Secondary Processing, Port-au-Choix, Harbour Breton and Fortune Plants will be included in the joint trusted Regular Group Insurance plan, 100% of the cost to be paid by the Company.

Office Staff employees shall be eligible for the Pension Plan established by the Company as outlined in 21:03, and 21:04, and described in Schedule "F".

9. Classification and Wages

Classifications of the Office Staff shall be grouped as follows:

	Group 2	
Payroll Clerks		Accounting Clerks
Switchboard/Receptionists		Costing & Inventory Clerks
Incentive Clerks		Sr. Stockroom Clerks
Work Measurement Clerks		Inventory & Shipping Clerks
Stockroom Clerks		
General Office Clerks		
Machine/Computer Operators		

	1st Year	2nd Year	3rd Year
	(percentage of job rate)		
Group 2	90%	95%	100%

Wage Rates shall be as follows:

	<u>Jan. 1, 2002</u>	<u>Jan. 1, 2003</u>	<u>Jan. 1, 2004</u>
GROUP 2	13.41	<b>13.81</b>	<b>14.23</b>

## SCHEDULE "E"

### Group Insurance Plans

#### MODIFIED PLAN

#### **Description of Plan (as of date of signing of this Agreement)**

The following is not part of the Collective Agreement. Benefits are subject to the master policy. Administration of claims, all enquiries, correspondence and claims should be sent to the Plan administrator, Johnson Inc.

#### Schedule of Benefits

Term Life/AD&D	\$10,000.00
Major Medical Expenses	70% Subject to policy limitations
Direct Drug Expenses	70% Paid
Vision Care	70% (Maximum Payment of \$100.00) every 24 months

#### Life Insurance

Life Insurance is payable to your listed beneficiary upon your death from any cause. In the event there is no such appointment, the benefit will be payable to the estate of the member. Payment will be made in a lump sum.

Within 31 days of leaving your employment, you may convert the life insurance to any individual whole life or convertible one-year term or term to age 65 plan.

If, while insured, you become totally disabled for at least 6 consecutive months before attaining age 65, the Insurer will waive the payment of Life Insurance premiums. This "Waiver of Premium" benefit is not automatic. In order to qualify, you must notify your Plan Administrator within 12 months from the day you last worked. The Plan Administrator will then give you two forms for completion and return. One form is an application to be completed by you, and the other is a form for completion by your doctor.

Both forms, together with a copy of your birth certificate, should then be returned to your Plan Administrator as soon as possible, as they must be received by the Insurance Company not later than 18 months from the day you last worked.

Benefits cease on the earliest of the date you attain age 65, the date you retire, or upon termination of employment prior to age 65.

#### Beneficiary

The Member's Loss of Life Benefit is payable to the beneficiary(ies) appointed under his/her Group Life Insurance Program. In the event there is no such appointment, the Loss of Life Benefit will be payable to the Estate of the Member. All other benefits are payable to the Member. The beneficiary(ies) name and relationship to employee must be clear and complete, and dated. In the event that the named beneficiary is under age 18, a trustee must be appointed. Group plan members may change their beneficiary at any time and this must be done in writing signed by the member.

Accidental Death And Dismemberment

Coverage

Subject to the limitations shown, all accidents resulting in Death, Dismemberment, Loss of Speech, Loss of Hearing, Loss of Use of Limbs, or Paralysis are covered - anywhere in the world - anytime - 24 hours per day.

Amount of Insurance

The amount of insurance (Principal Sum) with respect to each eligible person shall be an amount equal to coverage under the Fisheries Benefit Trust Group Life Insurance Program.

Schedule of Benefits

	<u>Benefit</u>
Loss of Life	\$10,000
The Entire Sight of One Eye	\$ 6,666
Speech	\$ 6,666
Hearing in One Ear	\$ 5,000
All Toes on One Foot	\$ 2,500
Loss of or Loss of Use of One Arm	\$ 7,500
Loss of or Loss of Use of One Leg	\$ 7,500
Loss of or Loss of Use of One Hand	\$ 6,666
Loss or Loss of Use of One Foot	\$ 6,666
Quadriplegia (total paralysis of both upper and lower limbs)	\$20,000
Paraplegia (total paralysis of both lower limbs)	\$20,000
Hemiplegia (total paralysis of upper and lower limbs of one side of body)	\$20,000

Indemnity provided under this section for all losses sustained by any one insured person will not exceed the principal sum with the exception of quadriplegia, paraplegia and hemiplegia.

Additional Benefits Include:

Repatriation  
Education  
Rehabilitation  
Occupational Training  
Family Transportation  
Seat Belt

Limitations

No coverage for any loss caused or contributed to by:

- a) Active full-time service in the armed forces of any country;
- b) Declared or undeclared war or act thereof;
- c) As the result of air travel, except as a passenger in any aircraft having a current and valid certificate of airworthiness which is piloted by a person holding a current and valid pilot's license, authorizing him to pilot such aircraft;
- d) Intentionally self-inflicted injury while sane or self-inflicted injury while insane;
- e) Flying in any aircraft owned or operated by or on behalf of your employer.

If you become totally disabled, your Accidental Death and Dismemberment Insurance will be continued without payment of premiums as long as your Member Life Insurance premiums are waived and the Accidental Death and Dismemberment Policy is still in force.

#### Claims Procedure

Written notice of claim must be given to THE CITADEL GENERAL ASSURANCE COMPANY, within 30 days after the occurrence of the accident or as soon thereafter as it is reasonably possible.

#### Extended Health Care Benefits

Provided that they are not eligible as employees, your dependents are eligible for this coverage the same as yourself. Dependents include your wife or husband and unmarried, unemployed children from birth to 21 years. Coverage will extend to unmarried children in full-time attendance at school until age 25, and to children who, through permanent disability, remain dependent.

Provisions of Extended Health Care Benefits:

This section provides payment for major medical expenses incurred by you and your eligible dependents, which are not paid under your Provincial Hospital or Medicare Program.

Only reasonable and customary charges are covered. This means charges for services of the level usually furnished for cases of the nature and severity of the case being treated, and which are in accordance with representative fees and prices in the area.

Major Medical Expenses  
(70% Benefit)

1. Charges for rental (or, at the Insurer's option, purchase) of braces, crutches, wheel chair, hospital bed or similar equipment required for the therapeutic purposes as a result of bodily injury or disease.
2. Charges for prosthetic devices required as a result of bodily injury or disease.
3. Charges for professional ambulance service or other emergency transportation, to and from the nearest hospital equipped to provide the required treatment, and from one hospital to another. Emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
4. Charges for necessary dental treatment required as a result of an accidental injury by external means, to natural teeth, provided the accident occurred while insured under this coverage. Replacement of natural teeth. As determined by the Insurer, only such charges directly related to such an accidental injury are considered a covered medical expense. The dental work must be completed within 3 years of the accident to be a covered medical expense.
5. Charges for orthopedic shoes and special foot appliances which have been specially designed and molded for the insured individual and are required to correct a diagnosed physical impairment. Such charges are subject to a maximum benefit of \$150.00 for a shoe without a brace and \$200.00 for a shoe with a brace in any period of 12 consecutive months.
6. Charges for hearing aids, repairs to hearing aids, and batteries, subject to a maximum of \$500.00 during the 5 year period ending on the date an eligible expense is incurred. This limitation shall not apply in the event of an accidental injury to the ear.

7. Charges for oxygen and blood serum.
8. Charges for support hose when prescribed by the attending physician.
9. Charges for a transcutaneous nerve stimulating device.
10. Hostel - If you or one of your dependents, requires treatment at a hospital located more than 100 kilometres from your home, and if such person or the attendant requires hostel accommodations during the period of treatment, the reasonable and customary per diem charge for such hostel accommodations will be considered an eligible expense.

If the patient is over the age of 18 years, the hostel charge for the attendant will only be considered if the attendant was medically required.

The maximum payment per day is \$25.00.

11. Charges for drugs, medicines, serums and vaccines which require a prescription by law plus life sustaining drugs, but excluding charges for the administration of serums, vaccines and injectable drugs.
12. Charges for a convalescent care facility. Charges for convalescent care service and supplies shall be subject to a maximum benefit of \$20.00 per day for not more than 120 days of confinement for each period of disability. Confinement must be for the continued care of the same condition for which the insured was hospitalized and must begin prior to the insured's 65<sup>th</sup> birthday.
13. Charges for the services of a licensed speech therapist, and clinical psychologist, up to a maximum benefit of \$250.00 in excess of the provincial plan, per specialty for any calendar year for each individual.
14. Charges for the services of a licensed chiropractor, naturopath, osteopath, chiropodist, podiatrist or Christian Science Practitioner listed in the Christian Science Journal, subject to a maximum benefit per specialty of \$250.00 per calendar year for each individual. Included in this benefit is the expense of one x-ray per calendar year for each of a chiropractor, osteopath and podiatrist.
15. Services of a massage therapist, limited to 20 treatments per year.
16. Charges for the services of a physiotherapist, and an occupational therapist when not covered by a provincial government plan.
17. (a) Charges for the services of a Registered Nurse (R.N.) provided such nurse is not ordinarily a residence in the employee's home and is not a relative of the employee or the employee's spouse, up to a maximum benefit of \$5000 per benefit year.

- (b) Charges for the services of a registered Nursing Assistant (R.N.A.), provided such assistant is not ordinarily a resident in the employee's home. If convalescent care is required, up to a maximum benefit of \$10.00 per day for not more than 120 days per disability.
18. Charges for acupuncture, maximum benefit of \$250/calendar year.

Vision Care

- i) Lenses and frames for eye glasses, contact lenses and repairs to them, subject to 70% to a maximum benefit of \$100.00 per person in any period of 24 consecutive months;
- ii) Eye examinations when not covered by any provincial government plan – 70% limited to one such examination in any 24 consecutive months, or one such examination in any 12 consecutive months if the insured individual is under 21 years of age.

The above limitations shall not apply in the event of accidental injury to an eye.

Exclusion - Extended Health Care Benefits

The aforementioned coverages do not include coverage for:

- 1. Intentionally self-inflicted injuries while sane;
- 2. Charges for a surgical procedure or treatment performed primarily for beautification or charges for hospital confinement for such surgical procedure or treatment;
- 3. An examination by or the services of a physician or a surgeon if required solely for the use of a third party.
- 4. Semi-private hospital is not covered.

Claims Procedure

Complete a "Claim Authorization" form and attach it to the invoice(s). There should be a completed "Claim Authorization" form for each member of the family for whom expenses are being claimed.

Send the claim to the Plan Administrator, Johnson Insurance Limited.

Notice Of Claim

To be eligible for payment, claims must be received by the Plan Administration not later than 12 months from the date the expenses were incurred.

Termination Of Insurance

Termination of employment, retirement, attainment of age 65, or non-payment of premium, automatically terminates all benefits on the date the event occurs.

## Regular (Main) Group Insurance Benefit Plan

### Description of Plan (as of the date of signing of this Agreement)

The following is not part of the Collective Agreement. Benefits are subject to the master policy. Administration of claims, all enquiries, correspondence and claims should be sent to the Company.

### Schedule of Benefits

Term Life/AD&D	\$25,000
Weekly Indemnity	\$250.00
Major Medical Expenses	80% Subject to policy limitations
Direct Drug Expenses	Direct Drug Expenses 80% Paid
Semi-Private Hospital	All Costs Above M.C.P.
Vision Care	80% (Max. Payment of \$100.00)

### LIFE INSURANCE

Life Insurance is payable to your listed beneficiary upon your death from any cause. In the event there is no such appointment, the benefit will be payable to the estate of the member. Payment may be taken in a lump sum.

Within 31 days of leaving your employment, you may convert the life insurance to any individual whole life or convertible one-year term or term to age 65 plan.

If, while insured, you become totally disabled for at least 6 consecutive months before attaining age 65, the Insurer will waive the payment of Life Insurance premiums. This "Waiver of Premium" benefit is not automatic. In order to qualify, you must notify your Plant Administrator within 12 months from the day your last worked. The Plant

Administrator will then give you two forms for completion and return. One form is an application to be completed by you, and the other is a form for completion by your doctor.

Both forms, together with a copy of your birth certificate, should then be returned to your Plant Administrator as soon as possible, as they must be received by the Insurance Company not later than 18 months from the day you last worked.

Benefits reduce by 50% on the first day of the month coincident or next following attainment of age 65. Benefits cease on the first day of the month coincident or next following attainment of age 70 or prior retirement.

## BENEFICIARY

The Member's Loss of Life Benefit is payable to the beneficiary(ies) appointed under his/her Group Life Insurance Program. In the event there is no such appointment, the Loss of Life Benefit will be payable to the Estate of the Member. Payment will be made in a lump sum.

## ACCIDENTAL DEATH AND DISMEMBERMENT

### Coverage

Subject to the limitations shown: All accidents resulting in Death, Dismemberment, Loss of Speech, Loss of Hearing, Loss of Use of Limbs, or Paralysis are covered - anywhere in the world - anytime - 24 hours per day.

### Amount of Insurance

The amount of insurance (Principal Sum) with respect to each eligible person shall be an amount equal to coverage under the Atlantic Fisheries Benefit Trust Group Life Insurance Program.

### Schedule of Benefits

If, within one year after the date of an accident, an Insured Person suffers a loss below, the Insurer will pay:

For:	Percentage
Loss of Life	100%
Loss of Both hands, both feet or sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Loss of speech and hearing	100%
Loss of use of both hands or both feet	100%
Loss of use of one hand and one foot	100%
Loss of all toes on one foot	25%
Quadriplegia (total paralysis of both upper and lower limbs)	200%
Paraplegia (total paralysis of both lower limbs)	200%
Hemiplegia (total paralysis of upper and lower limbs of one side of body)	200%
Loss of one arm or one leg	75%
Loss of use of one arm or one leg	75%
Loss of one hand, one foot, or sight of one eye	67%
Loss of use of one hand or one foot	<u>67%</u>
Loss of speech	50%
Loss of hearing in one ear	50%
Loss of thumb and index finger of one hand or at least four	33%

fingers on one hand.

Only one benefit, the largest to which you are entitled, is payable for all losses resulting from any one accident.

Limitations

No coverage will apply:

- a) While on active full-time service in the armed forces of any country;
- b) As the result of declared or undeclared war or act thereof;
- c) As the result of air travel, except as a passenger in any aircraft having a current and valid certificate of airworthiness;
- d) In the case of suicide or any attempt thereat while sane or self destruction or any attempt thereat while insane;
- e) As the result of flying in any aircraft owned, leased or operated by your employer.

If you become totally disabled, your Accidental Death and Dismemberment Insurance will be continued without payment of premiums as long as your Member Life Insurance premiums are waived and the Accidental Death and Dismemberment Policy is still in force.

**CLAIMS PROCEDURE**

Written notice of claim must be given to THE CITADEL GENERAL ASSURANCE COMPANY, within 30 days after the occurrence of the accident or as soon thereafter as it is reasonably possible.

**EXTENDED HEALTH CARE BENEFITS**

Provided that they are not eligible as employees, your dependents are eligible for this coverage the same as yourself. Dependents include your wife or husband and unmarried, unemployed children from birth to 21 years. Coverage will extend to unmarried children in full-time attendance at school until age 25, and to children who, through permanent disability, remain dependent.

Provisions of Extended Health Care Benefits:

This section provides payment for hospital and major medical expenses incurred by you and your eligible dependents, which are not paid under your Provincial Hospital or Medicare Program.

Only reasonable and customary charges are covered. This means charges for services of the level usually furnished for cases of the nature and severity of the case being treated, and which are in accordance with representative fees and prices in the area.

Hospital Benefits:

The plan will pay 100% of the following charges:

1. For expenses incurred in Canada, the plan will pay the difference between the cost of ward and semi-private hospital accommodation, as long as necessary.

Expenses also include reasonable and customary charges for the following items of expense incurred outside the patient's province of residence, if they are required for emergency treatment of an injury or disease which occurred while the person was traveling outside his province of residence and are prescribed by a physician, equal to the charge made in the area where the expense was incurred, less the amount payable by a government plan:

1. semi-private accommodation and auxiliary hospital services in a general hospital.
2. services of a physician.
3. economy air fare for the patient's return to his province of residence. The maximum lifetime amount payable is \$500,000 for the member and each insured dependent.

#### ELIGIBLE EXPENSES - OUT-OF-PROVINCE REFERRAL (100%)

Eligible expenses also mean reasonable and customary charges for the following items of expense incurred outside the patient's province of residence if they are not available in the patient's province of residence, are prescribed by a physician and are performed following written referral by the attending physician in the patient's province or residence:

1. public ward accommodation and auxiliary hospital services in a general hospital in excess of any provincial government plan allowance, whether such allowance is payable or not, but only up to a maximum benefit equal to semi-private charge differential for each day of hospital confinement.
2. services of a physician limited to, after deducting the amount payable by a government plan whether payable or not, the level of physicians' charges in the patient's province of residence.

#### MAJOR MEDICAL EXPENSES (80% Benefit)

1. Charges for rental (or, at the Insurer's option, purchase) of braces, crutches, wheel chair, hospital bed or similar equipment required for the therapeutic purposes as a result of bodily injury or disease.
2. Charges for prosthetic devices required as a result of bodily injury or disease.
3. Charges for professional ambulance service or other emergency transportation, to and from the nearest hospital equipped to provide the required treatment, and from one hospital to another. Emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient

- requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
4. Charges for necessary dental treatment required as a result of an accidental injury by external means, to natural teeth, provided the accident occurred while insured under this coverage. Replacement of natural teeth. As determined by the Insurer, only such charges directly related to such an accidental injury are considered a covered medical expense. The dental work must be completed within 3 years of the accident to be a covered medical expense.
  5. Charges for orthopedic shoes and special foot appliances which have been specially designed and molded for the insured individual and are required to correct a diagnosed physical impairment. Such charges are subject to a maximum benefit of \$150.00 for a shoe without a brace and \$200.00 for a shoe with a brace in any period of 12 consecutive months.
  6. Charges for hearing aids, repairs to hearing aids, and batteries, subject to a maximum of \$500.00 during the 5 year period ending on the date an eligible expense is incurred. This limitation shall not apply in the event of an accidental injury to the ear.
  7. Charges for oxygen and blood serum.
  8. Charges for support hose when prescribed by the attending physician.
  9. Charges for a transcutaneous nerve stimulating device.
  10. Hostel - If you or one of your dependents, requires treatment at a hospital located more than 100 kilometres from your home, and if such person or the attendant requires hostel accommodations during the period of treatment, the reasonable and customary per diem charge for such hostel accommodations will be considered an eligible expense. If the patient is over the age of 18 years, the hostel charge for the attendant will only be considered if the attendant was medically required. The maximum payment per day is \$25.00.
  11. Charges for drugs, medicines, serums and vaccines prescribed by a physician, surgeon or dentist legally licensed to practice, but excluding charges for the administration of serums, vaccines and injectible drugs.
  12. Charges for a convalescent care facility. Charges for convalescent care service and supplies shall be subject to a maximum benefit of \$20.00 per day for not more than 120 days of confinement for each period of disability. Confinement must be for the continued care of the same condition for which the insured was hospitalized and must begin prior to the insured's 65<sup>th</sup> birthday.

13. Charges for the services of a licensed speech therapist, and clinical psychologist, up to a maximum benefit of \$250.00 in excess of the provincial plan, per specialty for any calendar year for each individual.
14. Charges for the services of a licensed chiropractor, naturopath, osteopath, chiropodist, podiatrist or Christian Science Practitioner listed in the Christian Science Journal, subject to a maximum benefit per specialty of \$250.00 per calendar year for each individual. Included in this benefit is the expense of one x-ray per calendar year for each of a chiropractor, osteopath and podiatrist.
15. Services of a massage therapist, limited to 20 treatments per year.
16. Charges for the services of a physiotherapist, and an occupational therapist when not covered by a provincial government plan.
17. Charges for the services of a Registered Nurse (R.N.) provided such nurse is not ordinarily a residence in the employee's home and is not a relative of the employee or the employee's spouse, up to a maximum benefit of \$25,000.00 during a calendar year;
18. Charges for the services of a registered Nursing Assistant (R.N.A.), provided such assistant is not ordinarily a resident in the employee's home. If convalescent care is required, up to a maximum benefit of \$10.00 per day for not more than 120 days per disability.

Vision Care

- i) lenses and frames for eye glasses, contact lenses and repairs to them, subject to 80% reimbursement to a maximum benefit of \$120.00 per person in any period of 24 consecutive months;
- ii) eye examinations when not covered by any provincial government plan, limited to one such examination in any 24 consecutive months, or one such examination in any 12 consecutive months if the insured individual is under 21 years of age;
- iii) eye glasses and contact lenses certified by an ophthalmologist as necessary due to a surgical procedure of the treatment of keratoconus, limited to \$200 in any period of 24 consecutive months.

The above limitations shall not apply in the event of accidental injury to an eye.

**WAIVER OF PREMIUM**

The Insurer will waive the "Health" insurance premiums for each employee who is receiving Weekly Disability Income benefits under this policy, Unemployment Insurance Disability Income, or Workers' Compensation. Premiums will be waived beginning with the premium

for the policy month immediately following the first full policy month for which benefits become payable, and continuing for each full policy month for which benefits become payable, up to a maximum period of 12 consecutive months. After this 12 month period, Premiums will continue to be waived for employees who have applied and been approved for waiver of the Group Life premiums.

#### EXCLUSION - EXTENDED HEALTH CARE BENEFITS

The aforementioned coverages do not include coverage for:

1. Intentionally self-inflicted injuries while sane;
2. Cosmetic surgery;
3. An examination by or the services of a physician or a surgeon if required solely for the use of a third party;
4. Pregnancy existing at the time you or your dependent become eligible for insurance under this plan.

#### CLAIMS PROCEDURE

Complete a "Claim Authorization" form and attach it to the invoice(s). There should be a completed "Claim Authorization" form for each member of the family for whom expenses are being claimed.

Have the claim verified by the Plant Administrator at your place of work. Send the claim to the Plant Administrator, Johnson Insurance Limited.

#### NOTICE OF CLAIM

To be eligible for payment, claims must be received by the Plan Administration not later than 12 months from the date the expenses were incurred.

#### TERMINATION OF INSURANCE

Termination of employment, retirement, attainment of age 70, or non-payment of premium, automatically terminates all benefits on the date the event occurs.

## SCHEDULE "F"

### FISHERY PRODUCTS INTERNATIONAL LIMITED

### BARGAINING UNIT PENSION PLAN (Subject to wind-up considerations)

#### 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 **Fish**, 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.

SCHEDULE "G"

COLLECTIVE AGREEMENT

Between

FISHERY PRODUCTS INTERNATIONAL LIMITED

South Dildo - Discharging and Sorting of Shrimp

And

**FISH**, FOOD AND ALLIED WORKERS

(Chartered by Canadian Auto Workers)

Effective **January 1, 2003**

to

**March 31, 2005**

- 1:01 - The Company recognizes the Union as the sole and exclusive Bargaining Agent for all employees of Fishery Products International Limited Plant located at South Dildo, in the Province of Newfoundland, save and except Manager, Assistant Manager, Personnel Manager, Office Manager, Assistant Office Manager, Controller, Assistant Controller, Cost Analyst, Personnel - Labour Relations Officer, Trawler Manager, Assistant Trawler Manager, Marine superintendent, Port Safety Officer, Chief Electrician, Electronic Engineer, Chief Engineer, Maintenance Superintendent, Ship's Husband, Incentive Supervisors, Confidential Secretaries, Nurses, Time and Study Peronnel, Quality Control Inspector, Foremen and those above the rank of Foremen, Watchmen at: Bonavista, Charleston, Cooks Harbour, Dildo, Fortune, Ramea, and Office Staff at: Bonavista, Charleston, Cooks Harbour, Dildo, Marystown, Ramea and Triton.
- 1:02 - Persons in positions outside the bargaining unit shall not perform work done by classifications for which the working conditions are covered by this Agreement except for the purpose of demonstrating or instruction or in the event of a job no member of the bargaining unit is capable of performing.
- 1:03 - The Company shall not make any individual agreement with any member of the bargaining unit directly or indirectly in conflict with the provisions of this Agreement.
- 1:04:01 - The terms and conditions of this Agreement shall be binding upon the Company, its officers and employees, upon the Union, its officers and members but shall not include work performed by sub-contractors who provide services of labour under ocntract with the Company. However, the Company agrees not to sub-contract or contract out work normally done by employees within the bargaining unit with the necessary skills and ability who are available to perform the work.
- 1:04:02 - When the Company contracts out work to be performed on site at one of its plant operations it will ascertain, from the Contractor, the manpower requirements for the job and the extent to which there will be local hiring. The Company will endeavour to ensure that the Contractor will give preference of employment to Company employees who have the required skills and who are on lay-off at the time the contract work is to be performed. The Company will advise the Local Union of the work to be contracted out and the anticipated manpower requirements of the Contractor.
- 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 will give preference of employment to Union members except those who have quit or have been dismissed and employ only Union members when such are available and are capable, in the opinion of management, of doing efficiently the work for which they are to be hired.
- 2:02:01 - It is to be a condition of employment that all prospective employees, not already Union members, sign application forms to join the Union prior to commencement of work with the Company, and that the Company upon hiring, shall deduct from the wages of such employees the initiation fee, the Union dues, on a weekly basis, as advised by the Secretary-Treasurer of the **Fish**, Food and Allied Workers in accordance with their Constitution.
- 2:02:02 - Special assessments will only be implemented following acceptance by the membership, by secret ballot vote, as required by the FFAW Constitution, Article XII, Section 7 (I). Following such vote, the Company will be notified by the Local Executive as to the amount of the deduction.
- 2:02:03 - The amount deducted under 2:02:01 and :02 will be forwarded to the Provincial Office of the **Fish**, Food and Allied Workers no later than the 15th. of each month. The Company will include the amount deducted for Union dues on T-4 slips.
- 2:03:01 - The Company shall make it a condition of employment that every member who is now a member or who hereafter becomes a member of the Union shall maintain his membership therein.
- 2:03:02 - The Company agrees to deduct from employees who are returning to the bargaining unit as a result of exercising their right under Clause 15:08 (d), the amount of Union dues required to update their membership as advised by the Secretary-Treasurer of the **Fish**, Food and Allied Workers.
- 2:04 - The Company agrees to inform all new employees of the existence of the Union. Upon hiring, each new employee shall be introduced to the appropriate Union Officer and issued a copy of this Collective Agreement. The Company agrees to provide one-half (1/2) hour each week for the Local Unit President, or his designate, to meet, during that week, with new hires employed by the Company for the first time.

ARTICLE 3 - Management Rights

- 3:01 - It is expressly understood and declared that except as modified by the terms of this Agreement, it is the exclusive right of the Company to manage the affairs in which it is engaged and to direct its working forces. Without any limitation of the foregoing such rights include but are not limited to:
1. The introduction of technical improvements, changes in the method of operation, installation of systems which would improve working conditions and provide additional income for the individual worker, and the right to engage, lay-off, promote, transfer, and for just cause reprimand, suspend, or discharge.
  2. The Company retains the sole and exclusive right to specify the work to be performed and services to be rendered by any employee or employees, or class of employees. The Union will not attempt to compel the Company to subdivide the work allocated to such employees in order to create additional classifications when, in the opinion of the Company, such new classifications are unnecessary.
  3. Management rights are subject to the provisions of this Agreement and should be exercised in a manner that is fair, reasonable, and consistent with the terms of this Agreement.

ARTICLE 4 - Employee Rights

- 4:01 - Any disciplinary action taken by the Employer with respect to any employee may be subject to the grievance procedure set out in this Agreement.
- 4:02 - No discrimination will be exercised in the employment, retention or working conditions of an employee because of membership in the Union or for accepting positions, serving on committees or representing the employees covered by this Agreement, or on grounds of color, sex, age, or religious or political affiliation.
- 4:03 - Employees in the bargaining unit, or a Union officer having written permission from an employee, upon signing a request form shall have access to their personnel records no later than the following business day, during office hours and shall, if requested, be provided with copies of material contained in such reports if pertinent to a pending arbitration.
- 4:04 - A member of the Local Executive shall receive a copy of any written warning to an employee. The record of any disciplinary action shall not be referred to or used against an employee after a period of six (6) months worked, during

which time no disciplinary action has been taken, and any record of disciplinary action shall be removed from the employee's personnel file.

**ARTICLE 5 - No Strike - No Lockout**

- 5:01- During the life of this Agreement there shall be no lock-out by the Company or any strike, sitdown, slowdown, stoppage or suspension of work, complete or partial, for any reason by the employees or any of them.
- 5:02 - In the event that the procedure for the settlement of contract negotiations has been completed in accordance with The Labour Relations Act, the Union agrees to give the Company seven (7) days' notice of its intention to strike.
- 5:03 - In the event of a strike or stoppage of work, the Union agrees to consult with the Company on the requirement for engineers for Boilers and Refrigeration. Employment of engineers will be permitted to ensure compliance with regulations and no loss of product or equipment. The Company will keep its requirements for engineers from the bargaining unit to a minimum. In the event of an emergency, the Union agrees, upon request, to supply the necessary manpower required.
- 5:04 - Notwithstanding the above, no employee shall be required to cross a picket line at the premises of any other Employer, or engage in work which involves the processing, handling or transportation of any good which have been shipped or diverted from any premises where there is a dispute between a company, shipper or his agent, or forwarder, and any outside Union performing work similar to that being performed by the members of the Union which is a party to this Agreement.
- 5:05 - In the event of any dispute occurring between the Union and any other company, firm, or individual, arising out of a breach of any agreement which may be existing between the Union and such other company, firm, or individual or for any other reason, or in the event of dispute between the Company and any other Union, firm, or individual, then in all such cases, there shall be no lockout, stoppage of work, or slowdown of work in relation to the Company's operations and no attempt will be made by the Union or any member thereof to interfere in any way with the operation of the Company because of the dispute.

**ARTICLE 6 - Union Officers**

- 6:01:01 - In all plants except Fortune, the Union will keep the Company advised of the employees who are to act as official representatives of their membership to deal with the management in matters pertaining to the proper administration of the Agreement during its term.

- 6:01:02 - In Fortune Plant, the Company will recognize a Plant Grievance Committee consisting of three members of the bargaining unit in addition to the concerned shop steward in each department. The Union shall keep the Company advised of the names of committee members, shop stewards, and officers of the Union who are involved in the administration of this Agreement.
- 6:02 - The Union will, wherever possible, avoid holding General Union meetings during working hours. When an emergency requires the calling of a meeting during working hours, the Union shall notify management as early as possible, in advance. Permission shall not be unreasonably withheld, unless volume and/or quality of fish necessitates same.
- 6:03 - Union officers will be permitted to leave their regular duties during working hours, with no loss of pay or benefits, in order to deal with Local Unit administration of the Collective Agreement or investigation of grievances or complaints, provided they first obtain permission of management. Such permission shall not be unreasonably withheld.
- 6:04 - Union officers will be granted a leave of absence, without pay, for the purpose of attending Union functions and meeting with management to negotiate renewal of the Collective Agreement. During such absence, vacation and seniority rights shall continue to accumulate.
- 6:05 - The Union shall appoint or elect, and the Company shall recognize and meet with such officers and stewards who are employees of the Company, as are necessary to administer adequately this Collective Agreement. It is understood that any Union Officer or Steward who has been dismissed, and whose dismissal is awaiting resolution under the grievance procedure, will continue to be recognized by the Company until such time as the grievance is resolved.
- 6:06 - The Unit Chairperson and Chief Steward shall have available to them six hours of time off with pay, in total, which time may be divided equally between them or equally between them and one other member of the steward body, during the last week of each month, for the purpose of preparing for the Labour Management Committee Meeting.
- 6:07 - The Service Representative or other official representative employed full or part time by the Union will be allowed access to the plant during working hours to conduct necessary Union Business. The Service Representative or Union Official shall first notify management of his presence and indicate the nature of his business. He shall not disrupt normal Company operations.
- 6:08 - The Company will contribute towards the orderly administration of the Collective Agreement, by payment to the Union, in each year of the Collective

Agreement, a defined sum calculated as agreed between the Company and the Union. In addition, the Company will pay for time lost from work and related travel expenses for the Union members of the Corporate Committees, defined in Article 20 and the Corporate Health and Safety Committee.

**ARTICLE 7 - Working Conditions**

7:01 - The Company agrees to provide and maintain the following working conditions:

- a) Adequate and suitable toilet facilities acceptable to the Inspection Branch, Federal Fisheries Department.
- b) Adequate clean drinking water.
- c) Employees shall not be required to work unless they have adequate clothing on hand to wear, provided as follows: that workers on a continuous basis shall not be required to work in cold storage rooms in the plant unless they have adequate protective clothing and for the purposes the Company will provide, at no cost to the employee in this classification, suitable coat, hard hat and liners, and mitts, at no cost to the employees so long as these items remain in good condition, normal wear and tear excepted, and remain the property of the Company and to be left on Company property at all times, and the Company shall be responsible for cleaning.
- d) Adequate lunchroom facilities.

**ARTICLE 8 - Hours Of Work**

8:01 - The work shall be two (2) 12-hour shifts. They will be made up of Shift A and Shift B and will rotate. It is agreed that lunch breaks will be fifteen (15) minutes paid by the Company.

8:02 - All employees shall be allowed, without loss of pay, rest periods of fifteen (15) minutes each half of each working day or shift provided not less than two (2) hours are to be worked. It is expressly understood and agreed that all such employees shall be expected to make all necessary use, during any rest periods, of the toilet facilities for employees in order that absent from duty during actual working periods for the purpose of using these facilities will occur in cases of real necessity. It is further agreed that all employees shall be at their post and in readiness to commence work at the expiry of the rest periods allowed herein. To facilitate this, the back-to-work bell will be rung twelve (12) minutes after the commencement of the break and then at the fifteenth (15th.) minute to denote the recommencement of work.

8:03 - Employees called in for the regular shift shall be paid in any case a minimum of four (4) hours. Employees called and not having to start work or work is delayed or suspended for any reason, other than its own fault, during the regular hours of work, shall be paid in full for each hour, as long as he is required to remain on the job.

8:04 - Employees not on scheduled overtime and called back to work after going home for the day or called into work on a regularly scheduled day-off, shall be paid a minimum of four (4) hours at the prevailing rate.

#### ARTICLE 9 - Overtime

9:01 - All hours worked after twelve (12) hours in any day or forty (40) hours in any week shall be paid at a minimum of time and-one-half.

9:02 - All hours worked on Sunday shall be paid at a rate of double time.

#### ARTICLE 10 - Statutory Holidays

10:01 - **All employees who have worked their last scheduled shift immediately preceding the holiday (provided this shift is in the week immediately preceding the holiday)** unless absent due to sickness, accident, bereavement or other just cause permitted by the Company; and are in good standing on the seniority list shall be entitled to pay for a regular shift at straight time in addition to any monies received for hours worked on each of the following days:

New Year's Day  
St. Patrick's Day  
Good Friday  
Victoria Day  
July 12<sup>th</sup>.

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

- 10:02 - The day proclaimed for each of the foregoing holidays shall be the day observed, unless the parties can agree upon an alternate day mutually acceptable to both of them.
- 10:03 - Employees shall not be entitled to a statutory holiday when:
- a) they have not attained seniority;
  - b) on lay-off, leave of absence, Workers Compensation and pregnancy leave.
- 10:04 - Employees who are also employed in the Dildo plant operation under the main Collective Agreement may, for the purposes of Article 13:02 (b), (c), and (d), include the hours worked in discharge activities under this Schedule "G" in the calculation of qualifying hours for floating holidays.**

#### ARTICLE 11 - Annual Vacation

- 11:01 - The vacation year for all employees shall be the calendar year and vacation benefits will be added to each weekly cheque.
- 11:02 - Vacation entitlement based on length of service shall be as follows:
- Employees who have been on the payroll of the Company:
- a) for a period of less than five (5) consecutive years - 4%.
  - b) for a period of five (5) consecutive years but less than fourteen (14) consecutive years - 6%.
  - c) for periods of fourteen (14) consecutive years or more - 8%.
- 11:03 - Time accumulated while on lay-off shall not be calculated or taken into account for calculating the length of service for the purpose of this article.

ARTICLE 12 - Seniority

- 12:01:01- Seniority shall mean accumulated service from the most recent date of hire. Seniority lists showing, for each employee listed thereon, (a) name, (b) classification, and (c) employment seniority date, shall be posted every six (6) months in the year-round plants and on the 15th. day of June in the seasonal plants. As soon as they are aware of any errors or omissions, employees shall have the right to grieve. A copy of each list shall be forwarded to the Provincial Office and the Local Unit at the same time as it is posted in the plant.
- 12:01:02- The Company shall provide the Provincial Office and the Local Unit with all necessary information relating to the following matters for employees within the bargaining unit:
- (a) a list of employees including their names, addresses, phone numbers and classifications ranked according to seniority (to be shown on a seniority list), and, upon request, a mailing list of all employees;
  - (b) job postings;
  - (c) discharges, suspensions and written warnings;
  - (d) hirings, resignations, promotions, retirements and deaths at least monthly.
- 12:02 - New employees will be regarded as probationary for the first thirty (30) working days, but upon the successful completion of the probationary period the employee's seniority shall be dated as of the most recent date of hire. During the probationary period, dismissal for lack of aptitude shall not be the subject of grievance, however, all other terms of the Agreement shall apply. An employee's probationary period may be extended beyond thirty (30) working days to a maximum of sixty (60) working days, by mutual agreement between the Company and the Union, to permit an employee (e.g. a cutter) to qualify for the job.
- 12:03:01- In matters concerning lay-off, recall, the filling of permanent vacancies and permanent transfers of employees, the Company shall select individuals on ability and seniority and, where ability is sufficient to perform the required duties, seniority shall govern. When an employee permanently transfers to a new classification, his seniority in that new classification shall be from the initial date of hire, as it was in his former classification.
- 12:03:02- Vacancies and new positions of a permanent nature within the bargaining unit shall be posted on the plant bulletin board for five (5) working days, with all members of the bargaining unit having the right to apply.

- 12:03:03- Employees exercising their seniority rights in a permanent lay-off or job redundancy will be granted their preference in another job classification on a permanent move to which their seniority and ability entitles them.
- 12:03:04- Employees who move into another job classification as a result of a temporary posting or the application of their seniority for more than three (3) days shall have all the rights with respect to the overtime distribution within that job classification as the regular employees within that job classification. Employees working in a job classification for less than three (3) days retain the rights to overtime in their regular job classification but do not acquire any overtime rights in the job classification in which they are temporarily working.
- 12:03:05- In the event of a reduction of the workforce at Port-au-Choix plant as a result of lack of work, the Unit President and Union Stewards shall be deemed to have the most seniority within their classification while holding office and shall continue to be deemed to have the most seniority within their classification for purposes of recall while holding office. Where there is more than one (1) employee in a classification to which this clause applies they should be laid-off and recalled in accordance with their actual seniority, as between them. An Executive member will have priority over a steward in his classification. Any President or Union Steward may choose to opt out of this provision if they do so in writing, filed with the Company.
- 12:04 -
- (1) Seniority shall be recorded on a plant-wide and classification basis.
  - (2) Seniority shall be applied on the basis of classification for extended lay-off due to the Christmas holidays; for lay-off including interruption in work due to temporary work shortages lasting up to three (3) working days, for regular work performed by employees who normally perform a specific duty.
  - (3) Plant wide seniority shall apply for all other lay-offs which extend beyond three (3) working days. Employees will be advised of lay-offs of more than thirty (30) days' duration in writing.
  - (4) During a lay-off as outlined in 15:04 (2) employees with seniority shall not be displaced by employees without seniority.
- 12:05 - Whenever the Company finds it necessary to make a selection for any of the above matters on any basis other than seniority, the Company agrees to review, before the selection is made, with the proper Union Officials or Representative, its reasons therefore.
- 12:06 - When overtime is worked it shall be distributed equally among employees in the classification worked. Where overtime is to be offered to employees

outside the classification to be worked, and, the use of such outside employees is foreseen before the end of the afternoon half shift rest period of a regular shift, then the Company will post a notice to such effect and will choose employees from outside the classification on the basis of seniority and ability of those who have indicated, to the appropriate supervisor, willingness to work.

12:07:01- All temporary transfers of employees for periods of three (3) working days or less shall be at the discretion of the Company.

:02- When the Company decides to fill a temporary vacancy, as defined in clause :03 hereof, of more than three (3) working days by the transfer of other employees, it shall post a notice of its intention. Employees who have indicated that they wish to transfer on a temporary basis will be selected on the basis of seniority, provided they have sufficient ability to perform the work. The successful applicant will be paid at the rate of the posted position. Should no employee express an interest, the Company may temporarily transfer an employee subject to his right to decline on the basis of seniority, provided there is a more junior employee available who possesses sufficient ability to perform the work required.

:03- Temporary vacancies for the purposes of this Clause are defined as vacancies arising from sickness, industrial accident, leave of absence, or vacation. In all other cases vacancies may only be considered temporary for a period not exceeding thirty (30) working days, except where there is mutual agreement between the Company and the Union, to permit a longer period. Temporary transfers of more than three (3) working days are related only to temporary vacancies.

:04- Experience acquired by employees during temporary assignments or temporary transfers, or by casuals, shall not be used against regular employees, who have more seniority, in deciding on the filling of permanent vacancies or transfers.

12:08 - Employees shall retain and accumulate seniority:

- (a) While on lay-off up to twenty-four (24) months;
- (b) While on sick leave, Workers' Compensation, pregnancy leave;
- (c) While on leave of absence; or
- (d) Where a seniority employee is promoted to a permanent vacancy or to a new position outside the Bargaining Unit for a period(s) totalling One (1) calendar year. Time periods shall be cumulative on the basis of appointment by calendar months, not the employees' working months.

12:09 - Employees shall lose all seniority if:

- (a) Discharged for just cause;
- (b) Quit; or
- (c) Fail to return to work without just cause following lay-off and after being notified of the availability of work.

The Local Unit will be given notice prior to the removal of employees' names from the seniority list under (c) above.

### ARTICLE 13 - Safety

13:01 - The Company and the Union recognize the importance of Safety in the workplace. It is the intention of both parties to achieve and maintain, through mutual co-operation, the highest standards in all areas affecting the health and safety of plant employees.

13:02: - Legislation - The parties recognize all provisions and existing legislation related to Occupational Health and Safety.

13:03:01- Committees - The parties are agreed to the continuance and establishment of the following Committees which will provide an overall framework to deal with all issues related to Occupational Health and Safety and accident prevention.

13:03:02- The parties agree to the establishment of a corporate Health and Safety Committee comprised of three (3) members from management and three (3) members selected by the Union. This Committee will assess, review and advise on all matters related to Health and Safety involving the operation of the plants.

The Corporate Health and Safety Committee shall meet at least quarterly to:

- :01- Review and analyze Health and Safety data for all plants and participate in the development of the appropriate programs;
- :02- Review all matters referred to it by the Health and Safety Committees;
- :03- Review and analyze standards and regulations affecting Health and Safety Programs within the Company;
- :04- Review and recommend guidelines for plant training and education;

:05- Make recommendations to achieve the highest standards and best possible results in Safety, Health, and Accident Prevention;

13:03:03- There shall be a plant Health and Safety Committee established at each plant comprised of three (3) plant employees nominated by the Union and three (3) representatives from management. These Health and Safety Committees shall meet monthly, during working hours without loss of pay and benefits, and make a report in writing. A copy of the Committee's report shall be sent to the Safety Branch established under the Occupational Health and Safety Act as well as to the Union. The Safety Committees shall be responsible for setting the time and place of Safety Committee monthly meetings.

The plant Health and Safety Committee will:

:01- Review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;

:02- Review and make recommendations concerning all chemical applications within the plant;

:03- Review and make recommendations for Health and Safety training and education;

:04- Review and make recommendations on environmental test results;

13:04 - It is agreed that a Union representative has a right to be involved in any accident investigation involving serious disablement or fatality. The Plant Safety Committee will be advised of other than routine investigations carried out by the Company Safety personnel at their location.

13:05 - Fire emergency drills will be carried out on Company time twice annually, the time to be determined by the Plant Safety Committee in relation to the anticipated operating period.

13:06 - All plants will be provided with a properly equipped First Aid facility. A qualified First Aid attendant will be available.

13:07 - Two (2) members of the Committee shall be designated by the Committee to make tours of the entire plant checking for unsafe conditions or practices. Frequency of the tours shall be determined by the Committee.

13:08 - An inspection of the First Aid room shall be made every month by a person authorized by the Company and the Union, to ensure that proper facilities and materials are provided.

- 13:09 - The Safety Co-Chairperson or their designate shall accompany the Department of Labour Safety Inspector when he makes his inspections.
- 13:10 - Should an ammonia leak result in a stoppage of work, work will resume when ammonia levels are acceptable according to Occupational Health and Safety regulations. Such levels are to be monitored by an air sampler. Safety Committee members shall participate in monitoring and shall have access to the readings.
- 13:11 - When the First Aid attendant directs employees who have been injured on the premises, to a hospital or clinic for treatment, the Company will continue to pay such employees, to the end of their regular shift. Employees who are released and fit to return to work are expected to return to work.
- 13:12 - The Company shall designate a particular vehicle to be used in case of emergencies.

ARTICLE 14 - Leave of Absence

- 14:01 - (1) The Company shall grant leave of absence, without pay, to an employee for reasons of Union activity or legitimate personal business including seeking and holding public office as a Provincial M.H.A. or Federal M.P.
- (2) When a member of the Bargaining Unit has been elected or appointed to a local or regional municipal government body, he shall be granted leave of absence from time to time to attend legitimate council business providing such leave can be arranged so as not to interfere with the regular operations. Payment of such leave shall be at the sole discretion of the Company.
- (3) The Company shall grant leave of absence, without pay, to employees for upgrading of skills and technical courses. Such leave will be for periods not to exceed two (2) years. Where an employee is taking a job related specific course which requires three (3) years to complete, employees will be granted an additional year of leave to complete such programs. Employees who return to work from an educational leave of absence within the prescribed period will suffer no loss of seniority for the period of the approved leave of absence.
- 14:02 - The Company shall grant employees leave of absence for reasons of pregnancy. A pregnant employee shall commence her leave at such time prior to the anticipated date of delivery as is recommended by her physician. The Company shall reinstate the employee at such future date following termination of pregnancy as is recommended by her physician, however,

pregnancy leave shall not exceed nine (9) months unless supported by a medical certificate.

- 14:03 - The Company shall grant leave of absence for reasons of bonified illness, industrial accident or disease. The employee's status will be reviewed at the end of the first year and annually thereafter. An employee may only be removed from the seniority list where the parties mutually agree that the employee will be unlikely to return to work. The parties will seek the advice of an attending physician in determining the issue.
- 14:04:01- Plant employees who wish to fill vacancies on Company trawlers shall advise the Company in writing. Subject to work requirements, plant employees who have indicated their willingness to sail, on a temporary basis, will be given the opportunity to fill temporary vacancies at sea or, for the movement of vessels out of port on other than a fishing trip.
- :02- Employees will be given as much notice as possible of the opportunity to fill a temporary vacancy at sea. Employees shall be credited with twelve (12) hours per sea day and the income earned from sea time. Time and earnings, as applicable, will be included in the calculation of vacation and holiday benefits, pension calculations, and profit sharing.
- :03- Plant employees having permission to make trips to sea on Company trawlers will be regarded as being on an approved leave of absence and shall retain and accrue seniority in their regular classification under this Collective Agreement. Compensation for plant employees related to a trawler trip shall be as calculated under the provisions of the Collective Agreement applicable to Trawler Operations.
- :04- Where a number of plant employees have indicated their willingness to make a trip to sea filling temporary vacancies on trawlers, it will be agreed, as part of local issues at each plant, how such trips will be shared among the employees.
- 14:05 - When an employee who has seniority requests a leave of absence for compassionate reasons, he should be granted such leave in accordance with the following:
1. In the event of death in the employee's immediate family - spouse (including common law) child, **brother, sister, parent, or legal guardian**, an employee shall receive five (5) days' leave with pay, calculated on the basis of the actual hours of work lost as a result of the leave.

2. In the event of the death of **grandchild**, mother-in-law or father-in-law, an employee shall be granted three (3) days' leave with pay, calculated on the basis of actual hours of work lost as a result of the leave.
3. In the event of the death of a **brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or great-grandparent**, an employee shall be granted two (2) days' leave with pay, calculated on the basis of the actual hours of work lost as a result of the leave.
4. In the event of bereavement leave applying to Category 1 or 2 above, where the funeral takes place outside the Province and is attended by the employee, he shall receive an extra day's leave with pay.
5. Bereavement pay will not be granted if the employee is receiving pay for time not worked because of vacation or paid statutory holiday or leave of absence, Workers' Compensation, group insurance or lay-off at the time of death of the relative.

#### ARTICLE 15 - Grievance Procedure

15:01 - When an employee has a grievance alleging there has been a violation or misinterpretation of the Agreement, the employee and/or a Shop Steward shall process such grievances without stoppage of work according to the following procedure:

STEP 1: Discuss the matter, within three (3) days of becoming aware of the incident giving rise to the grievance, with the foreman concerned who shall give a decision thereon within twenty-four (24) hours.

STEP 2: If the grievance is not resolved by the foreman, the Department Steward, the Chief Steward or his designated alternate, and the grievor shall meet with the foreman and the appropriate supervisor in an effort to resolve the matter. Such a meeting will be held within three (3) working days of the conclusion of Step 1 and the Management Representative will notify the Chief Steward, Department Steward, and the grievor of the decision within twenty-four (24) hours.

STEP 3: If the response is not acceptable, then the grievance shall be put in writing and submitted to the Plant Manager or his designated representative who shall call a meeting within three (3) working days in an effort to resolve the matter. At this stage such other representatives of the Union, as may be designated, may be called in by the Union. The matter will be decided and a written reply given within three (3) working days.

STEP 4: If satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3 above, either party by written

notice to the other, shall have the right to appeal the dispute to arbitration as herein provided.

- 15:02 - The Union has the right to grieve on behalf of any employee or employees, including the right to claim damages on behalf of the employee.
- 15:03 - Grievances arising directly between the Union and the Company shall be submitted at Step 3.
- 15:04 - The Company agrees that when an employee is to be disciplined, he shall be accompanied by his Shop Steward. The employee and the Shop Steward may confer privately on the request of either of them. An employee may request, in the presence of his Shop Steward, that the Steward leave the meeting. All grievances at Steps 1, 2, and 3 shall be processed promptly on Company time with no loss of pay or benefits to the employees involved. Employees shall be accompanied by their Shop Steward at all times in meetings involved in each Step of the Grievance Procedure.
- 15:05 - In recognition of the importance of having matters in dispute resolved as quickly and expeditiously as possible, the Company and the Union agree to co-operate and work jointly on ensuring a more effective application of the disputes resolution procedure under the Collective Agreement. This activity shall include:
1. Ensuring that grievances are filed as soon as a member of the Bargaining Unit or the Local Executive become aware of the issue.
  2. Ensuring that responses by the Company at each step of the grievance procedure are adhered to and that referrals by the Union to the next Step are not delayed.
  3. Implementing accelerated Arbitration Hearings for those grievances that cannot be resolved under the Grievance Procedure. This shall include the selection of a panel of arbitrators who shall agree to meet, preferably in rotation, on a regular basis to adjudicate grievances referred to them.
  4. The parties will endeavor to, as far as practically possible, and without prejudicing their position at arbitration, agree on the facts prior to an arbitration and will, where possible, proceed by way of stated case.
  5. The parties also agree that on each case they may by mutual agreement, waive the right to examine or cross-examine witnesses, or require the arbitrator to review all of the evidence within the body of the Award. The parties will also agree, where warranted, to accept

oral judgements and decisions, subject to the right of either party to request a subsequent written Award.

ARTICLE 16 - Arbitration

- 16:01 - Any 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 the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitrator.
- 16:02 - 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.
- 16:03 - Within five (5) days after the date of delivery of the foregoing Notice, both parties shall meet to agree on the selection of the arbitrator.
- 16:04 - 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 and Manpower of the Province of Newfoundland to appoint an arbitrator.
- 16:05 - After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties, the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.
- 16:06 -
- (1) Whenever the incident causing the grievance includes a loss in earnings or a loss in benefits, the arbitrator is empowered to order that such loss in benefits, or part of such loss, shall be reimbursed or restored to the employee. In a disciplinary case, the arbitrator is empowered to order a reduced penalty.
  - (2) In the case of an unjust dismissal or suspension, there shall be no onus on an employee to mitigate losses.
- 16:07 - The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 16:08 - Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objections at the same time as the reply to Step 3 of the grievance.

- 16:09 - The time limits referred to in the foregoing grievance and arbitration procedure may be expanded or compressed by mutual consent, and shall be considered directional as opposed to mandatory.
- 16:10 - No grievance shall be lost through error in form or technical irregularity.
- 16:11 - Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties. Members of the Bargaining Unit who are to be called as witnesses at arbitration hearings shall receive permission to be absent from work to attend such hearings.

ARTICLE 17 - Amendment

- 17:01 - Subject always to the right of determination as in the following Article provided, it is distinctly understood and agreed that the Agreement is in no way to be regarded as being rigid or inflexible, but that it may be amended, altered, or changed from time to time as may be agreed by and between the parties hereto, and such amendments, alterations, or changes, when so agreed upon, shall have full force and effect, and form part of this Agreement immediately after it is so agreed upon. the rights of either of the parties hereto to seek amendment shall arise only after that party has given to the other party thirty (30) days' notice, in writing, stating clearly the matter or matters proposed to be amended together with the proposed amendment or amendments. The necessary meeting shall be held immediately after the expiration of the said thirty (30) days' notice unless another date is mutually agreed upon. In the event of any alterations, amendments, or changes being agreed to by both parties then, and in such case only, shall this Agreement be amended, altered, or changed and shall thereafter continue in force as Article 18 provided.

ARTICLE 18 - Term of Agreement

- 18:01 - This Collective Agreement shall come into full force and effect the 1st. of January, **2003** for a period of **twenty-seven (27)** months from that date, following which it shall automatically renew itself from year to year unless notice is given by either party to the other within ninety (90) days next preceding the 31st. day of **March, 2005** or anniversary date thereof, of a desire to amend or terminate this Agreement.
- 18:02 - During the course of any negotiations subsequent to such notice being given, the Collective Agreement shall remain in full force and effect.
- 18:03 - It is understood that this Collective Agreement replaces agreements and understandings that may have been in effect by and between the parties hereto.

18.04 - This Collective Agreement represents the entire understanding between the parties. There are no other terms, conditions, obligations, or understandings either express or implied which are binding or enforceable other than those specifically set forth in this Collective Agreement or a Schedule thereto, or a concurrent Letter of Understanding executed in conjunction with the execution of this Collective Agreement, or a Memorandum of Understanding executed by the parties hereto concurrent with or during the term of this Collective Agreement amending or modifying the terms or conditions of this Collective Agreement.

IN WITNESS WHEREOF the parties to this Collective Agreement have hereunto their hands and seals subscribed and set this **27<sup>th</sup> day of March, 2003**

SIGNED, SEALED AND DELIVERED  
in the presence of:

FISHERY PRODUCTS INTERNATIONAL LTD.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

IN THE PRESENCE OF:

**FISH**, FOOD AND ALLIED WORKERS  
UNION (Chartered by Canadian Auto Workers)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

**DISCHARGING & SORTING OF SHRIMP**

SCHEDULE "A"

	<u>JAN. 1/2002</u>	<u>JAN. 1/2003</u>	<u>JAN. 1/2004</u>
Job Grade 1			
Discharge Workers			
General Labourers			
Spotter	\$12.64	<b>\$13.02</b>	<b>\$13.41</b>
Job Grade 2			
Forklift and Crane Operators			
Tallyperson	\$12.74	<b>\$13.12</b>	<b>\$13.52</b>

1. New employees hired shall receive 40 cents less per hour than the applicable rate of the classification worked for a qualifying period of 30 days whereupon such employees shall be paid in accordance with the Job Grade that their classification entitles them.



**Fishery Products international limited**

P.O. Box 119, MARYSTOWN, NL AOE 2M0  
TELEPHONE: 709-279-7235 FAX: 709-279-1524

March 25, 2003

Mr. Reg Anstey  
Secretary/Treasurer  
Fish Food and Allied Workers Union  
P.O. Box 10, Station "C"  
St. John's, NF  
Canada A1C 5H5

Dear Mr. Anstey:

Concurrent with the renewal of the Collective Agreement between FFAWU and FPI affecting plant operations in Newfoundland and **effective January 1, 2003**, the following are the understandings and commitments for the Company reflecting agreement with the Union:

**1. Article 1:01**

- (a) **If the Company, by acquisition or merger, acquires any plants in Newfoundland and Labrador, it agrees to meet with the Union as soon as is reasonably practicable after such plant acquisition, at which time the Company will voluntarily recognize the Union to represent the employees of such plant(s) provided that the Plants Collective Agreement then in effect between the Company and the Union will not apply to such employees. However, the parties agree that they will negotiate the terms and conditions of employment applicable to such employees.**
- (b) The Company will voluntarily recognize the F.F.A.W. as the bargaining agent for processing employees **in its operations at Baine Harbour and Lord's Cove** on the following conditions:
1. The F.F.A.W. signs up 50% plus one (1) in accordance with the guidelines of the Department of Labour and Environment;
  2. The results are independently verified; and
  3. A collective agreement is to be negotiated.

2. Article 6:00 Of The Collective Agreement

1. Union Stewards - Each Union Steward will have the benefit of three (3) hours per month for Stewards' meetings. The eligible hours under this clause may be banked, at the discretion of the Union, to be utilized for such things as a Stewards' school. **In addition, at each plant, up to three (3) women who establish a Women's Committee for the plant, will have the benefit of three (3) hours per month for their meeting.**

2. Unit Chairperson or Designate – Time-off for hours related to Union business shall be calculated at each of the following locations as defined:

Marystown:	<b>35.0</b> hrs/week
Harbour Breton, Fortune, Burin, Bonavista	<b>20.0</b> hrs/week
Port aux Choix, Port Union, Triton	<b>10.0</b> hrs/week
Dildo	<b>5.0</b> hrs/week

The hours defined in 2 hereof refer to the Unit Chairperson or his/her designate. The Unit Chairperson will be entitled to carry over into the following year ten (10) times their weekly entitlement. During 1998 if a chairperson has accumulated more than this level he/she shall be entitled to carry the full amount but it must be down to 10 times the entitlement prior to December 31, 1998.

3. The hours defined in numbers 1 and 2 hereof will only be earned and apply when the full plant is in operation.

3. Article 7 – Tool Allowance

a) Clause 7:02 – Tool Allowance

Employees must have the appropriate tools required to do their job. Tools will be evaluated for the purposes of clause 7:02 as per the list circulated between the Company and the Union. To be eligible for the tool allowance based on the evaluation the employee in the classification prescribed does not necessarily have to have all the tools on the list. However, the employee will be evaluated for the purposes of the payment of the tool allowance on the tools that he actually has in his tool kit.

b) Clause 7:04(ii) – Height Pay

In addition to floating scaffolding this is to include employees working over the side of vessels and while in the bucket hoisted by a crane.

4. Article 9 – Temporary Assignments

Clause 9:02

Where employees are assigned temporarily to a lower paying classification they shall not receive the lower rate of pay, even though there is no work in their regular classification, unless the assignment lasts for a period of four (4) hours. Should employees be assigned to a lower rate of pay, when there is no work in their own classification, but are returned to their regular classification at any time during the day or shift they will be paid the rate of their classification for all of the hours worked.

5. Article 10 – Hours of Work

(i) Clause 10:04:01

i. For the purpose of further clarification this is to confirm that clause 10:04:01 is not intended to give the Company the right to change an employee's lunch hour permanently by one-half (½) hour.

ii. Re: Application of 10:04:01

An employee's lunch period may be moved forward or backward by one-half (½) hour (i.e. if the lunch hour is from 12:00 to 1:00 it could be scheduled for an individual employee no earlier than 11:30 and no later than 1:30. Should the employee not get his full lunch period and actually work at any time during his lunch hour he will be paid a premium of time and one-half (1½) for the full 30 minutes. For example, should an employee work ten minutes of his lunch break he would be paid for 30 minutes at time and one-half (1½). Should an employee work 35 minutes of his lunch hour he will be paid for the full hour at time and one-half (1½). Should the employee have his lunch hour moved either forward or backward by one-half (½) hour but still get the full lunch hour there shall be no premium or other payment.

(ii) Clause 10:07 –

Re: Application of 10:07:

Two events must occur to activate 10:07:

1. An employee must actually work in excess of six (6) hours between the end of his last regular shift and the start of his next regular shift (e.g. between 4:00 p.m. and 8:00 a.m.);
2. The employee must be working at a point in time eight (8) hours beyond the end of his last regular shift (e.g. regular shift ends at 4:00 p.m. Employee is working at 1:00 a.m. – nine (9) hours after end of his regular shift). When the two (2) conditions apply, the provisions of 10:07 are activated for scheduled overtime and a call-out as per 10:09

(iii) Clause 10:09

Should an employee be called in advance to report for work prior to the start of their next regular shift, and the work runs into the next regular shift, the employee will not get call-out pay as per 10:09 but the appropriate premium rate (e.g. work ends at 4:00 p.m. on Tuesday, the next shift is 8:00 a.m. Wednesday. The employee is called by a supervisor at 7:00 p.m. on Tuesday and asked to work starting at 6:00 a.m. on Wednesday. This would be treated as a premium payment, or overtime, as a regular application of the contract and not a call-out). A call-out would apply if an employee is called in to do a specific job immediately, at any time between regular shifts, in which case 10:09 would apply as stated. The principle of the call-out would be that the employee would be required to report immediately on receipt of the call.

6. Article 11 – Overtime

- a) When an employee is requested to work overtime, which is intended to start before the commencement of his next regular shift, and the work continues to the start of the next regular shift the Company will schedule such work no later than 8:00 p.m. of the previous day. An employee requested to come to work after 8:00 p.m., or an employee who is requested to come to work after the end of his regular shift and before 8:00 p.m., and the work does not continue into the start of his next regular shift, will receive a minimum of four (4) hours at the appropriate rate. This is intended to clarify the position of the Company with respect to the application of 10:09 as specified in a concurrent letter of this date and the application of overtime.

b) Re: Application of Overtime –

The Company is prepared to ensure that overtime scheduled on weekends for Production Maintenance, and Office Staff will not be less than two (2) hours and will follow the principle of trying to ensure sufficient work to obtain four (4) hours at appropriate rates. This commitment is made in relation to overtime hours to be worked which are not part of any minimum reporting requirement as prescribed under the Collective Agreement or related to a call back provision.

7. Article 12 – Guarantee of Work

Clauses 12:02 to 12:05 will not apply during the term of the Collective Agreement.

8. Article 13 – **Port Union Holiday Pilot**

**Notwithstanding the provisions of Article 13 of the Collective Agreement, it is agreed that for the duration of the Collective Agreement, the current pilot arrangement with respect to holidays at the Port Union plant, will continue.**

9. Article 14 – Vacation

- i. Factors included in the calculation of vacation eligibility – 4%, 6%, etc: Actual hours worked; earned vacation entitlement (hours); earned floaters (hours); earned statutory holidays (hours); approved leaves of absence (hours); weekly indemnity (hours); Workers' Compensation (hours). The total hours related to the above are included in determining a year of service for the purpose of determining vacation eligibility.
- ii. Factors included in the determining of vacation dollars in a particular vacation year are: Actual hours worked; earned statutory holidays; earned floaters; paid leaves of absence (e.g. Union leave of absence).
- iii. Factors included in calculating hours for the determination of the qualifier with respect to the option of 1000 or 1300 hours: Actual hours worked; earned statutory holidays (hours); earned floaters (hours); earned vacation entitlement (hours); paid leaves of absence (e.g. Union leave of business) (hours).
- iv. Ease Back Program:

The Company will credit the hours of work on any ease back program for the purpose of vacation and pension benefits.

v. Clause 14:04 – Greater of Vacation Option

During the term of this Agreement the greater of vacation option factor of 1 for Marystown, Fortune and Harbour Breton will be replaced with the following:

When an employee reaches the greater of vacation option of 1, then the employee will receive an additional fifty percent vacation allowance on all earnings beyond the qualifying factor of 1300 hours to the maximum amount eligible under Article 14, Clause 14:04 (ii). An employee who is eligible for 8 percent will receive an additional 4 percent, a 6 percent person will receive an additional 3 percent, and a 4 percent person will receive an additional 2 percent on all earnings beyond the 1300 hour qualifying criteria to the maximum he/she would receive under the greater of factor of one (1).

10. Article 15 – Seniority

a. Re Application of 15:03

In the application of this clause, the Company does not require that the first thirty (30) working days be consecutive. There are two (2) principles that apply in the application of the clause:

1. There must be a reasonably sufficient amount of work that would justify the hiring of an employee on a permanent basis.
2. The employee must be accepted as being satisfactory to be hired on a permanent basis.

Sporadic work throughout the year, even though it builds a fairly significant number of hours in total, does not necessarily justify the permanent hiring of an employee. However, where there is a consistent requirement for additional employees to work a significant number of weeks in two (2) to three (3) month periods, which reoccur as part of the cycles of work required at a plant, the Company is prepared to hire additional employees on a permanent basis and place them on the seniority list. At all times the number of employees on the seniority list should be assessed against the number of permanent jobs that are actually available in each classification and in total for each plant location.

b. Re: Application of 15:04(2) and (3) –

Where it can be done practically and with minimum disruption in the short-term reorganization of the workforce, the Company is prepared to apply plant-wide seniority in preference to classification seniority for short-term interruptions and lay-offs of more than one (1) day and less than three (3) days in duration. Particular attention will be paid in seasonal plants to ensure that senior employees have the opportunity to remain at work when there is a reduction due to work shortages. Reviews will be undertaken at each location to see what effective practices can be put in place in such situations where there is a reduction in work beyond one (1) day and less than three (3) days.

11. Article 16 – Safety

(i) Composition of the Plant Safety Committee –

This is to confirm that the Company and the Union are agreed that the Safety Committee at the plant level should be comprised of three (3) representatives each from the Company and the Union. It is also understood and agreed that where the number may exceed that the individuals would be kept in place and the number brought into line by attrition over time. At any location where there are less than three (3) representatives from each side, the number will be brought up to the full complement.

(ii) Framework to deal with Matters related to Occupational Health and Safety

It is the intention of the Company to work with the Union to achieve a mutually-agreeable framework to deal with all matters related to Occupational Health and Safety.

During the term of the Collective Agreement we would expect to participate fully in Safety Committee projects and, also, to monitor the effectiveness of the Committees in dealing with all Health and Safety issues and initiatives. The following items summarize the Company's intention to work with the Union on certain specific initiatives that were discussed during the contract negotiations.

(a) Committees

The Company will provide additional training for the O.H. & S. Committee

(b) Workplace Hazardous Materials Information System (WHMIS)

The Company will offer additional WHMIS sessions during the scheduled down-time periods of plants for those who are interested.

(c) Lock-Out/Tag-Out Programs

The Company's Engineering Department is currently in the process of establishing Lock-Out procedures. The Safety Committee shall be involved in the development and implementation of this Program.

(d) Safety Measures for New or Relocated Equipment

The Company agrees to discuss, with the Local Safety Committee, safety issues related to the installation and use of new or relocated equipment in the plants.

(e) Noise Abatement

The Regional Health and Safety Coordinators employed by the Company will work with the Local Safety Committees to conduct Noise Level Surveys for each of our Plants and to initiate the appropriate ways and means to reduce noise and identify the problem areas.

(f) Working Alone/Confined Space Entry Programs

It is the intention that a policy be developed by the Company and the Corporate Safety Committee detailing existing legislation and operational standards for working alone and confined space entry. The application of such policies will be dealt with by the Plant Safety Committees.

(g) Ergonomics

The Company recognizes the importance of ergonomic considerations in the design and utilization of plants and equipment and the beneficial and improved working conditions for workers' safety, health and productivity.

(g) Liquid & Air Supply Microbiological Control Programs

The Company agrees to work with the Local Safety Committee to identify areas where liquid and/or air supply micro-organisms can create health hazards and to develop procedures for correction of such problems.

(h) Heat Stress Relief Programs

It is the Company's intention to work with the Safety Committees to develop a Heat Stress Relief Program to identify, monitor, and eliminate conditions which could lead to heat stress within the plants.

(i) Infectious/Communicable Disease Notification, Communication & Educational Programs

The Company recognizes that the health of all employees can be severely affected by any infectious or communicable disease. It is agreed that the Company will work with the Safety Committees to develop a program whereby employees receive effective communication and education on serious infections or communicable diseases.

(i) Air Quality/Air Ventilation

The Company agrees to work with the Safety Committees to identify areas where there are concerns with air quality and ventilation and to establish procedures for the correction of such problems.

The Company will ensure that appropriate equipment is available to the Safety Committees. In carrying out these mutual objectives in a co-operative manner it is expected that the Company and the Union will set up and participate in demonstration projects in specific areas such as Ergonomics, Noise Control, Chemicals or Air Quality. I trust that the Company and the Union will be able to deal with these and other matters in a cooperative and forthright manner to reassure that we have achieved the best possible safe working environment for all employees working in Company plants.

(j) It is recognized by the Company that the Corporate Health and Safety Committee will have to meet on a number of occasions, as determined by the Committee, after its inception to cope with its initial responsibilities before establishing a more normal routine as contemplated in 16:03:02 of the Collective Agreement.

12. Article 17 – Leave of Absence

In addition to Article 17, "Leave of Absence" of the Collective Agreement, the Company agrees to the following policy for employees requesting leaves to work outside the Company:

- **If a seniority employee requests a leave of absence to work outside the Company, such leave may be granted provided the leave will be for the full production year, or balance thereof remaining, and can be accommodated at the plant. During such leave the individual shall not earn seniority or service.**
- **If the employee on such leave is recalled in the next production season and is still working elsewhere he/she must make a decision to return to work or immediately be removed from the seniority list.**
- Each location will meet, separately, with the Company in an effort to **continue to** clean up the seniority list in each plant.

13. (a) Article 20 – Committees

The Company will re-establish the Corporate Labour Management Committee, Corporate Occupational Health and Safety Committee, Corporate Technological Change & Ergonomics Committee and the Corporate Pension Committee **that will consider various matters involved in the impending windup of the Company Pension Plan.**

**Within a reasonable time after signing of the new Collective Agreement, the parties will establish a joint committee to consider issues relating to the crab and shrimp operations of the Company and they will seek government approval to expand the current mandate of the IAS Committee to also consider such matters.**

These committees will consist of three (3) representatives each from the Union and the Company and they shall meet **three times** in a calendar year. It is understood that the Pension Committee will need to meet more regularly during its first year of operation.

**The lost time and expenses for employees on the Joint Committee to be established with respect to the wind-up of the Company Pension Plan will be paid from the assets of the Plan; lost time and expenses for employees on the Joint Committee to be established with respect to the Crab and Shrimp operations, and the sub-committee of the Corporate Labour Management Committee related to clothing issues, will be paid, if possible, from available external sources, and failing that, by the Company.**

The Company will make the following payments for lost time and expenses related to **joint** Committees:

- Up to 8 hours for time lost from work on a regular working day, for the day on which Committee meetings are held, plus one extra day at 8 hours for related travel time where necessary, per meeting.
- The Company will pay a **meal** per diem of \$38.00 per day, accommodation expenses and cost of transportation as applied by corporate policy. Any future changes with respect to the per diem and travel allowance, during the term of the Agreement, will apply to the Union members on the Corporate Committees. The Union members will be required to submit an expense claim with receipts for the expenses incurred related to the meetings of the Corporate Committees.

(b) Article 26 – Technological Change & Ergonomics Committee

Further to the provisions of Article 26 – Technological Change – the Company commits to inform the local executive at each of its processing facilities of the nature and extent of its planned capital expenditures program for the coming year at each location.

The Company will establish a Technological Change and Ergonomics Committee that will include a mandate to discuss ergonomics within the workplace. In order to facilitate development of the Committee's work, the Company will provide funding in the amount of \$5000 to Union-nominated member/members to assist them in acquiring training in this area.

14. Pension Plan

**Pursuant to the provisions of paragraph 14 of the LOU dated April 11, 2000, it is agreed that, effective the first payday following the distribution to the Plan members of the assets of the Company Pension Plan, all of the wage rates in Schedule "A" of the Collective Agreement then in force between the Company and the Union will be increased by \$0.25 per hour.**

15. Burin Secondary Products

The Company will endeavour to provide a broader range of products for sale to its employees at each of its locations.

16. Fresh Round Fish Price

The Company will introduce a pricing system for fresh round fish based on the inshore vessel price plus collection cost plus cost of administration, which includes the cost of employment insurance and workers' compensation premiums.

Yours truly,  
FISHERY PRODUCTS INTERNATIONAL LIMITED

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Sadie Popovitch, MBA  
Director, Labour Relations  
Primary Group

c.c. Graham Roome, Chief Operating Officer  
Eric Durnford, QC



**Fishery Products international limited**

P.O. Box 119, MARYSTOWN, NL AOE 2M0  
TELEPHONE: 709-279-7235 FAX: 709-279-1524

March 6, 2003

Mr. Reg Anstey  
Secretary/Treasurer  
Fish Food and Allied Workers Union  
P.O. Box 10, Station "C"  
St. John's, NF  
Canada A1C 5H5

Dear Mr. Anstey:

This is to confirm certain commitments and understandings on behalf of the Company relative to the renewal of the Collective Agreement, to be effective **January 1, 2003**.

The items to which the Company agrees herein refer specifically to maintenance employees of the Company employed at Burin Refit, Marine Maintenance and Plant Maintenance throughout the Company's operations covered by the Collective Agreement.

1. Where overtime is not scheduled in advance, and continues without a break from the employee's regular shift, and is in excess of two (2) hours, the Company will supply a meal to Maintenance employees. The meals will be available and will originate from two (2) sources. The maximum value of the meal will be **\$12.00**.
2. Maintenance employees who are required to travel on Company business will be paid to a maximum of twelve (12) hours at their straight time rate for all travel within a twenty-four (24) hour period. Hours actually worked during the period will be paid at the appropriate rates under the Collective Agreement. Where the hours actually worked in a regular day plus travel time exceed eight (8) hours in total, employees required to travel after a period of work will be paid at the rate of time and one-half their regular rate while traveling.

Employees required to travel on Saturday and Sunday will be paid at time and one-half for Saturday and double time for Sunday, to a maximum of twelve (12) hours.

3. For all Maintenance workers working on board Company trawlers it is agreed that they will be made familiar with the use and have available to them Scott Air Packs.

4. The Company will ensure that Maintenance lunchrooms will be maintained in a clean and orderly fashion.
5. The Company had agreed to top up apprentices' wages while attending school but have been unable to do so as a result of UIC rules and regulations. The Company is prepared to maintain its position to the last Agreement should the opportunity permit them to top-up wages. The specific Company commitment is as follows:  
  
*The Company agrees, subject to any appropriate agreement which might be required from Canada Employment and Immigration Commission (CEIC) that apprentices will be given full credit for hours they attend school on the approved courses, as part of their apprenticeship training program. The Company agrees to bring the apprentices' pay for actual school time up to the regular rate the apprentice would receive while working under the provisions of the Collective Agreement.*
6. Subject to the following terms and conditions, the Company is agreed to give preference of employment to regular employees prior to jobs being posted or filled from outside the bargaining unit. This is intended to apply to new jobs related to technological change where new equipment is installed. The Company will follow the principle of upgrading its own Maintenance employees where the employees have the necessary background to be given the training. The training must be able to be completed within a reasonable timeframe to ensure the maintenance of orderly operations. Employees must have the ability, education, or experience at a basic level, which will permit their being trained to perform the functions required.
7. The continuous operating period for air chippers and jackhammers will be a maximum of four (4) hours per individual employee.
8. In the classification of shift power engineer, trawler attendant and watchman, employees will be permitted to rearrange their work schedules by mutual agreement to accommodate individual employees with respect to work during the Christmas/New Year's holiday period. The intention will be to permit employees to rotate shifts every second year to eliminate individual employees having to work during Christmas and New Year's holidays in successive years.
9. The Company agrees to compensate journeymen for the renewal of their certificate.
10. The Company agrees to supply the following Safety items during the terms of the Collective Agreement:

- Safety Hard Hats
  - Safety Hat Liners
  - Welding Jackets
  - Welding Gloves (for helpers)
  - Smoke Extractors
  - Ear Protection
  - Safety Gloves
  - Acid Coveralls
  - **Safety Harness**
  - **Access to Toxic Gas Monitor**
  - Cutting Goggles
  - Air Circulating Helmet (one (1) per Maintenance Operation (Plant, Marine, Burin Refit))
11. Shift power engineers will be paid for the ticket held.
12. The Company will install a shower for Maintenance men at each location.
13. The Company will contact the Department of Labour and arrange to have an inspector visit each location to test welders who want to be certified as high pressure welders.
14. When the Company hires externally for a Maintenance position and if that person has related work experience or equivalent training, the individual shall be granted credit and will be placed in the Program at a level deemed equivalent by management. Individuals who have been involved in the Department of Employment and Labour Relations' Program shall be granted such credit as has been recognized by that Program.
15. The Company does not recognize any particular location where Marine Maintenance is employed as having any specific right to perform maintenance work on the *NF Otter*. During the turnaround period the *NF Otter* will be maintained by Marine Engineers assigned to the vessel.
16. The Company agrees that prior to any international travel the employees will be given a specific per diem related to the country to which they are going and, as well, a policy with respect to receipts.
17. Engineers Earning Floaters
- Engineers who are on twelve (12) hour shifts, will be permitted to take their three (3) floaters as two (2) twelve (12) hour shifts off if they have actually earned the floaters.

18. Engineers

Engineers will primarily be responsible for the operation, maintenance and repairs to the refrigeration, steam and ice systems. With this guideline, locals should be able to address local concerns.

Yours truly,  
FISHERY PRODUCTS INTERNATIONAL LIMITED

Sadie Popovitch, MBA  
Director, Labour Relations  
Primary Group

c.c. Graham Roome, Chief Operating Officer  
Eric Durnford, QC