

Collective Agreement

Between

**High Liner Foods Inc.
Lunenburg Division,
Lunenburg, Nova Scotia
(Hereinafter called the “Company”)**

And

**National Automobile, Aerospace,
Transportation And General Workers Union
Of Canada (CAW-Canada)
And Local 1944
(Hereinafter called the “Union”)**

January 1, 2012 to December 31, 2014

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Article 1 - Purpose

- 1.01** It is the intended purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the Company and its employees.

Article 2 - Recognition

- 2.01** The Company recognizes the Union as the sole collective bargaining agent for all employees in the bargaining unit defined as including all hourly paid employees of present Company plant at Lunenburg, Nova Scotia, excluding coaches and above, security personnel, office, engineering and related staff, laboratory and quality staff and those excluded by sections 1(2)(a) and 1(2)(b) of the Nova Scotia Trade Union Act.
- 2.02** The Company shall provide CAW- Local 1944 Unit Chairperson with an office for the purposes of conducting Union business. The established guidelines for the use of this office will be reviewed from time to time, and changes made with mutual agreement.

Article 3 - Union Security

- 3.01** The Company agrees to notify all employees of the existence of the Union in the plant and all employees who at the date of the signing of this Agreement, were members of the Union and any new employees covered by this Agreement shall become members of the Union as a condition of employment and shall maintain their membership in the Union. Upon hiring, each new employee shall be introduced to the appropriate Union Officer and be issued with a copy of the Collective Agreement.
- 3.02** A) Employees will be required to pay regular monthly Union dues equal to two (2) hours and twenty (20) minutes as a condition of employment. Total deductions for the year shall be shown on each employees T4 slip.

- B) The Company agrees that where an employee has missed a week of work, and does not have their regular dues deducted, the Company shall deduct such dues on the next pay period.
- 3.03**
- A) The Company shall provide new hires with the proper authorization form for purpose of deduction of union dues and initiation fees. The Local Union Financial Secretary will advise the Company, in writing, of the amount of initiation fees to be deducted and the Company shall forward such monthly dues and initiation fees to the Local Union Financial Secretary.
 - B) The Local Union Financial Secretary shall receive an alphabetical list of the names of all bargaining unit persons by the 15th day of the month following the month in which the deductions were made.
- 3.04** The Company agrees that the monthly dues check-off list shall provide the following information; names of employees, rates of pay, names of new hires, persons on lay-off, compensation sick leave or personal leave and hours worked in the month for which the dues check-off covers.
- 3.05** The Company agrees that no employee shall be asked or permitted to make any verbal or written agreement which may be in conflict with the provisions of this Agreement.
- 3.06** During the term of this Agreement, the Company agrees to permit Union Officers who are employees of the Company to put notices of Union meetings upon bulletin boards customarily used for such purposes. The Union agrees not to distribute any other notices or publications upon the Company's premises without prior approval of the Company.
- 3.07** Coaches shall not perform work done by classifications covered by this Agreement except for the purpose of demonstrating or instruction, or in the event no member of the bargaining unit can be made available, or if no member of the bargaining unit is capable of performing

such work.

- 3.08** A) The Company and Union representatives shall meet to discuss the necessity for outside contractors prior to their being utilized. Should outside contractors be utilized, they shall not adversely affect the integrity or manpower of the bargaining unit.
- B) There shall be no contracting out of work while bargaining unit members are on lay-off who were capable of performing the work.
- C) Criteria used to decide if a job is contracted out.
- i. Lack of opportunity to complete a job within a reasonable time frame.
 - ii. Lack of skill and ability required to do a job.
 - iii. Lack of facilities or equipment required to do a job.
 - iv. Where a contractor can do the job at a cost less than that possible using house people.
- D) The Company, except for emergencies, will meet as early as possible, but not less than one (1) week prior to any contracting out of planned and scheduled work to discuss with the Union the criteria used to decide if the job is to be contracted out.
- E) Any grievance arising out of this Article will proceed at the 3rd step of the grievance procedure.

3.09 Where the Company requires a bargaining unit employee to perform job functions outside the bargaining unit the employee will continue to pay dues and receive the appropriate rate of pay in accordance with the provisions of the collective agreement. When the Company has a temporary position or work outside the bargaining unit and makes that position or work available to interested employees, the condition of acceptance will be outlined in

the notice and no union dues will be deducted. Any employee who voluntarily accepts the temporary position or work will accept the conditions as outlined in the notice.

Article 4 - Strikes & Lockouts

- 4.01 During the term of this Agreement there shall be no lockout, strike, suspension or slowdown of work. Nor will employees or management personnel take part in any such activity.
- 4.02 No employee covered by this Agreement shall be required to cross a picket line where a legal strike is in effect except in cases where arrangements are made to the contrary between the Company and the Union.
- 4.03 In the event of a legal dispute (strike or lockout), the Union agrees to give the Company seven (7) days notice of its intention to strike and the Company agrees to give the Union seven (7) days notice of its intention to lock out.
- 4.04 The Union agrees that, in the event of any strike or cessation of work, it will meet to discuss the maintenance of essential services such as heating and refrigeration so as to avoid any deterioration of any buildings, equipment or products. This clause is null and void if the Company attempts to operate the plant with non-Union labour.

Article 5 - Management Rights

- 5.01 Management shall retain all rights not specifically taken away by this Agreement provided that such rights do not conflict with the provisions of this Agreement and are exercised in a fair and equitable manner.

Article 6 - Grievance Procedure

- 6.01 If an employee or the Union alleges a violation of this Agreement, then the employee shall inform the Coach and Department Steward not later than five (5) working days after the incident of the basis of the grievance, but the Union shall inform such level of management as is appropriate in the circumstances.

First Step - Between the Steward, with or without the aggrieved employee, and the Coach of the Department in which the employee works. The Coach shall inform the Department Steward and the employee of the disposition of the grievance within one (1) working day after the matter was brought to the Coach's attention.

Second Step - If the disposition by the Coach is not acceptable, the Unit Chairperson and Department Steward, with or without the aggrieved employee, shall meet within three (3) working days with the Coach and the Department Manager in an effort to resolve the matter. The management representative shall advise the Unit Chairperson, Department Steward and the aggrieved employee of the disposition of the grievance within two (2) working days thereafter.

Third Step - If this response is not acceptable, then the grievance shall be put in writing and submitted, within three (3) working days, to the General Manager or designate, who shall call a meeting within three (3) days in an effort to resolve the matter. At this stage, the Unit Chairperson, or designated representatives of the union, may be called in by the Union and the grievor(s), if necessary, and any designated representative as may be called in by the Company. The matter will be decided and a written reply given within three (3) working days of the meeting.

6.02 The National Representative may be present at all steps referred to in this Article if so desired by the Union.

6.03 If the Union is not satisfied with the disposition of the grievance by the Company, the matter in dispute may be submitted to arbitration in accordance with the provision of the following article.

6.04 Meetings of the Company and Union representatives to discuss a grievance will be held at a time suitable to the operation of the business by arrangement between the appropriate Manager and the Unit Chairperson of the Union.

6.05 The time limits specified herein shall be deemed to be

exclusive of Saturdays, Sundays and Plant Holidays, and may be extended by mutual consent of the parties.

- 6.06** The Company or the Union may refer any complaint or question it may have regarding the administration, interpretation or violation of this Agreement to the other party for clarification. If such matters are not settled to the mutual satisfaction of both parties, either party may refer the matter to Voluntary Planning or to Arbitration.
- 6.07** Any discipline or discharge will be for just cause. All forms and letters will both be removed from file after twelve (12) months from date of origin, with no future reference.
- 6.08** In recognition of the importance of having matters in dispute resolved as quickly and expeditiously as possible, the Company and the Union agree to cooperate and work jointly on ensuring a more effective application of the disputes procedure under the Collective Agreement. This activity shall include the following:
- A) Ensuring that grievances are filed not later than five (5) working days after the incident.
 - B) 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.
 - C) The implementation of 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.
 - D) The parties will endeavour to, as far as is practically possible, and without prejudicing their position at arbitration, agree on the facts prior to arbitration and will, where possible, proceed by way of stated case.
 - E) 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 7 - Arbitration

- 7.01** Any grievance or other 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 therein, be referred by either party to Voluntary Planning or Arbitration. A single Arbitrator shall be selected and act as hereinafter provided.
- 7.02** Within fourteen (14) calendar days of receipt of the Company's third step reply in the Grievance Procedure as outlined in Article 6.01 above, 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. If the notice to arbitrate is not submitted to the other party within the fourteen (14) calendar days period, the grievance shall be deemed to be abandoned and cannot be reopened.
- 7.03** Within ten (10) days after the date of delivery of the foregoing notice, the party initiating Arbitration shall notify the other party of the name of the suggested Arbitrator. The other party must advise of their agreement or disagreement of the selected Arbitrator within ten (10) days of receipt of this notification.
- 7.04** In the event that the parties fail to agree on the appointment of an Arbitrator, the Minister of Labour of the Province of Nova Scotia shall be requested to appoint an Arbitrator.
- 7.05** After the Arbitrator has been selected, he/she shall meet with the parties and hear the evidence of both parties and

render a decision within twenty-one (21) days after the completion of taking evidence.

- 7.06** The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and Plant Holidays, and may be extended by mutual consent of the parties or by the Arbitrator.
- 7.07** The decision of the Arbitrator shall be final and binding on both parties providing he does not subtract from, alter or amend this Agreement in any respect. The Arbitrator shall, however, have the authority to modify or substitute any penalty imposed by the Company.
- 7.08** Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 7.09** At the start of Arbitration, with both parties agreeing to proceed to Arbitration, no technical objection will be presented to either party to stop proceedings.

Article 8 - Seniority

- 8.01** Seniority shall be the amount of time accrued within the bargaining unit, and service shall be the amount of time spent in the employ of the Company from date of last hire. Seniority shall only be used within each company division unless mutually agreed to, in writing, at the National and Corporate levels to allow persons to utilize their seniority in another division.
- 8.02** A person hired into the bargaining unit shall work a 680 hour probationary period and shall have their seniority adjusted back to their first day worked in this 680 hour period.
- 8.03** For the purpose of exercising seniority due to a reduction in the workforce, the following shall apply:
 - A) Lay-offs shall be handled in accordance with seniority, within the department. The plant departments shall consist of the following:

- i. Production department
- ii. Maintenance department
- iii. Clean-up department
- iv. Dry Storage department
- v. Distribution department

- B) Should a lay-off of seven (7) working days or less occur, then the most junior person(s) within the affected department(s) shall be laid-off.
- C) For day to day operations, when it becomes necessary to send employees home it will be done according to the Letter of Understanding, "Bumping/Replacement Procedure"
- D) Should a lay-off of more than seven (7) working days occur, then the most junior person(s) within the affected department(s) shall be entitled to bump the most junior person(s) in the plant and shall be provided a forty (40) hour training period, if necessary. The Company agrees to meet with the Joint Seniority Committee prior to any layoff of seven days or more to discuss the application of this article.
- E) The Company shall provide each employee(s) with five (5) days written notice of any lay-off exceeding seven (7) working days or payment in lieu of the written notice. An "Act of God" or some other unforeseen incident, which could not be reasonably expected, shall nullify the five (5) day notice.

8.04 The parties to this Agreement have discussed the ongoing fluctuations in the manpower requirements due to periodical shortages of resource. Because of these fluctuations in manpower requirements the following shall apply when it becomes necessary for persons covered by this Agreement to exercise seniority:

- A) The purpose of the Joint Committee is to ensure that persons who are affected because of fluctuations in manpower requirements are

provided the opportunity to exercise their seniority in a manner, which respects and protects their job security while still maintaining a productive operation.

- B) The Joint Committee shall consist of a minimum of two (2) to a maximum of three (3) persons from each party, from the affected departments.
- C) The Joint Committee shall meet at least one (1) week prior to any planned layoff of more than seven (7) days or recall to determine the proper persons who would be affected as well as identify where their seniority would provide work opportunities.
- D) The Joint Committee shall discuss such issues as proper shift placement, identification of semi-skilled jobs or any other seniority related matter.

8.05 Recall

- A) Employees on lay-off shall be recalled to their original department in accordance with seniority but in any case should there be available work in another department the senior employee(s) shall be recalled and shall be provided with a forty (40) hour training period, if necessary.
- B) Failing contact by telephone, notification of recall shall be registered mail to the mailing address of the employee. It is the responsibility of the employee to ensure the Company has the proper mailing address and telephone number.
- C) Employees shall cease to accumulate seniority when the lay-off exceeds six (6) consecutive months.

8.06 Loss Of Seniority

Seniority and service shall be terminated for any of the following reasons:

- A) An employee voluntarily quits the employ of the Company;
- B) An employee is discharged for just cause and such discharge is not overturned;
- C) An employee retires from the employ of the Company;
- D) An employee is absent from work for five (5) consecutive working days without a satisfactory reason presented to the Company;
- E) An employee fails to notify the Company within five (5) working days from the date of receipt of a recall notice unless said employee is able to provide a satisfactory reason presented to the Company.
- F) An employee leaves the bargaining unit for another position with the Company and does not return prior to one (1) year from date of leaving the bargaining unit.
- G) When an employee with three (3) years seniority is laid off and not recalled within two (2) years from date of lay-off or an employee with less than three (3) years seniority is not recalled within one (1) year from date of lay-off.
- H) An employee is determined to be unable to work due to a disability that cannot be accommodated in accordance with Article 24.02, and that employee has been absent from work due to the disability for the period specified in Article 24.02.

8.07 Posting Of Seniority Lists

- A) Seniority lists shall be posted once each calendar year (June 1st). Employees who are in disagreement with their seniority date shall notify their Coach and Shop Steward within ten (10) calendar days of such posting. The Unit Chairperson shall be provided with a copy of the master seniority list as well as the departmental seniority list prior to the June 1st posting.
- B) Where an error in an employee's seniority date is

discovered and adjusted, it will be with no penalty to the Company.

8.08 Job Postings

- A) When a permanent vacancy occurs it will be posted for a period of five (5) working days throughout the plant, at each of the appropriate locations and the successful applicant shall be selected in accordance with the following:
 - i. The most senior applicant within the department who has the skill and ability to perform the work.
 - ii. Should there be no successful applicant within the department, then the most senior applicant from the plant who has the skill and ability to perform the work.
 - B) The subsequent vacancies resulting from the filling of the original vacancy shall be posted to a maximum of two (2) additional postings and each posting shall be posted for a period of three (3) working days and filled in accordance with Article 8.08 (A).
 - C) Should the successful applicant be unable to perform the work, he/she will be returned to his/her previous job and the next most senior applicant shall be granted the posting, providing that such a determination is made within twenty (20) calendar days from the date the applicant actually performed the job.
 - D) An applicant shall only be permitted to accept one posted job in a six (6) month period.
- 8.09**
- A) Employees will be entitled to transfer after twelve (12) months of work. Such transfers may be between departments as well as night to day shift.
 - B) When a person bids on a job that results in a pay increase, the transfer will not be restricted by a time limit of twelve (12) months.

- C) Employees who transfer will not forfeit seniority unless otherwise restricted by the terms of the Collective Agreement.

Article 9 - Leaves Of Absence

9.01 Bereavement Leave

The employee may request up to a maximum of five (5) days paid bereavement leave for the following immediate family members:

- Spouse
- Child
- Mother / Father
- Mother-in-Law / Father-in-Law

The employee may request up to a maximum of three (3) days paid bereavement leave for the following family members:

- Grandparent*
- Grandchild*
- Sister / Brother*
- Sister-in-Law / Brother-in-Law*
- Daughter-in-Law / Son-in-Law*

*When a funeral occurs out of province, an additional one (1) day with pay shall be granted, providing the employee attends the funeral.

The employee may request up to a maximum of one (1) day paid bereavement leave in order to attend the funeral for the following family members:

- Aunt/Uncle
- Niece/Nephew
- Grandparent-in-Law

The family relationships identified above include step, legal guardian and common law.

Employees requesting time off in excess of the above provisions shall be granted up to five (5) additional working

days without pay.

9.02 Jury Duty

Whenever an employee is required to act as a juror during his/her regular hours of work, such time away from work shall be considered as time worked and the employee shall receive his/her regular wages, less any jury fees paid by the courts.

9.03 Maternity and Parental Leave

- A) The Company shall grant leave of absence to an employee because of pregnancy. Maternity leave shall commence upon written request from the employee's physician or when the duties of such employee cannot reasonably be performed. The employee shall be eligible to return to work upon presentation of a medical certificate satisfactory to the Company denoting the employee's fitness for work.
- B) Parental Leave shall be granted in accordance with applicable legislation.

9.04 Personal Leave Of Absence

- A) An employee must submit a written request to their immediate Coach for a personal leave of absence without pay in excess of five (5) working days and it must be approved by the Company.
- B) An employee on personal leave of absence shall continue to accrue seniority to a maximum of ninety (90) days. Should an employee take a personal leave beyond ninety (90) days, then his/her seniority shall not continue to accrue and, upon return to work, shall have his/her seniority date adjusted accordingly.

9.05 Union Leave Of Absence

- A) The Company shall grant a leave of absence

without pay to an employee for reasons of Union activity providing the Union reimburse the Company for wages and benefits and that such leave can be arranged so as not to interfere with the regular operation of the Company.

- B) When an employee is elected to a full time union position, they shall have the right to return to a position within their classification when they no longer hold office. If there is no position available the returning employee will have the option to bump the junior employee in his or her classification provided they have the skill and ability to perform the work, otherwise they can bump plant wide using their seniority excluding skilled trades.

9.06 Except as specifically modified, all of the aforementioned leaves of absence shall not cause a break in seniority or service for receipt of vacation benefits as described in 10.02.

9.07 The Company has agreed to pay up to a maximum of twenty-four (24) days per year at straight time rate for those participating in the Ground Search and Rescue activities. This is for the total group, not per individual.

Article 10 - Vacations

10.01 The vacation year shall be from January 1st to December 31st of each year and time-off and pay must be taken in the following calendar year.

10.02 A) Vacations with pay shall be in accordance with the following formula providing employees achieved the necessary hours as described in Article 10.02 (B).

Years of Service	Vacation Pay Formula
0-1 year	4% of gross earnings and one (1) day leave for each month worked
1-4 years	4% of gross earnings or two (2) weeks, whichever is greater.
5-12 years	6% of gross earnings or three (3) weeks, whichever is greater.
13-19 years	8% of gross earnings or four (4) weeks, whichever is greater.
20-29 years	10% of gross earnings or five (5) weeks, whichever is greater.
30 years or more	12% of gross earnings or six (6) weeks, whichever is greater.

B) Employees shall receive vacation pay as set forth in article 10.02 providing they work the following hours in a calendar year:

Years of Service	Hours Required
0-4 years	1020 hours
5-12 years	980 hours
13-24 years	940 hours
25-30 years	900 hours
More than 30 years	860 hours

C) Note: For the purpose of determining vacation eligibility as set forth in article 10.02, December 31st of each year will be considered the anniversary date for all employees. Employees who do not work the hours set forth in article 10.02 (B), in the previous calendar year, shall receive the straight percentage of gross earnings, in accordance with the formula described in article 10.02.

10.03 Employees working on shift schedules other than the normal eight (8) hours per day, five (5) days per week, shall have their vacation days off in accordance with their present practices or as may mutually be agreed upon at the local level.

10.04 For the purpose of calculating the vacation qualifier hours

set forth in article 10.02 (B) all time off for purposes of Union Business shall be considered as time worked, providing regular work would have been available had such Union leave not be taken. (Ex. negotiations, arbitrations, local union business, union training, etc.)

- 10.05** Vacation pay shall be paid on the pay day immediately prior to the week employees start their vacation and such payment shall be by separate deposit.
- 10.06** Vacation time shall be taken on an employee's regularly scheduled work days.
- 10.07** Should a summer shutdown of the plant occur for purposes of vacation or plant maintenance, such shutdown shall occur between July 1st and August 31st only. The Company will meet and discuss summer shutdown with the Unit Chairperson prior to posting the notice. A plant wide notice of the intended shutdown weeks shall be posted no later than May 1st of each year. Employees will not be required to use their vacation for this shutdown.
- 10.08** Employees shall be required to complete and return to their Coach a departmental vacation request form furnished by the Company, indicating their departmental vacation choice by May 15th of the year in question. The Company will confirm the employees' selection by May 31st. Preference shall be given to senior employees. However, employees requesting a change in their vacation choice after the May 31st deadline will be given consideration if it does not interfere with production requirements. Under no circumstances will senior employees be permitted to bump junior employees once the vacation list is approved and posted.
- 10.09** For vacation requested prior to May 15 of the calendar year preference will be given to employees who request vacation in one week blocks granted in order of seniority. Employees can schedule vacation in increments of less than one week but should another employee request a full week their request will take precedence over the other employee.

10.10 For vacation that is not on the departmental vacation schedule, employees must provide one week's advance notice. The Company will approve subject to the requirements of the operation.

Article 11 - Holidays

11.01 A) The following holidays shall be paid at eight (8) hours pay times an employee's regular rate of pay or if an employee's normal scheduled day is greater than eight (8) hours, at the appropriate number of hours.

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Labour Day	Boxing Day
Floater Holiday	New Year's Day
Family Day (if proclaimed a statutory holiday by NS Government)	

B) Floater holidays will be taken on an individual basis provided employees give one week's advance notice. The Company will approve subject to the requirements of the operation.

C) The Company agrees to shutdown production at noon hour on Christmas Eve and New Year's Eve. Such time shall be without pay.

11.02 To qualify for the above holidays, an employee must have completed the probationary period as set out in Article 8 and in accordance with the following:

A) An employee who's laid-off in accordance with the provisions of Article 8 must work at least one (1) day in the fourteen (14) days immediately prior to the holiday.

B) An employee who is absent owing to an accident or

sickness within sixty (60) days or less over any one of the holidays listed above will qualify for the difference between his/her workers compensation or weekly indemnity payment and a regular days pay.

- C) An employee must attend work on the last scheduled day prior to the holiday and the next scheduled day following the holiday except where permission for time off has been granted or if the Company is presented with a satisfactory reason.

11.03 When a holiday(s) occurs during an employee's vacation, such employee may extend his/her vacation by said day(s) or receive the holiday pay in lieu of, provided he/she notify his/her Coach of his/her choice prior to taking his/her vacation. Where such notification is not given, he/she shall receive the additional pay in lieu of time off with pay.

11.04 When a holiday occurs on a weekend, the holiday shall be taken either on the preceding Friday or the following Monday.

11.05 Premium Pay

Employees working on a holiday shall be paid their normal day's pay as described in Article 11.01 (A) as well as the following:

- A. Time and one-half (1½) for all hours worked up eight (8) hours.
- B. Two (2) times for all hours worked in excess eight (8) hours.

Article 12 - Hours Of Work

12.01 The normal work week shall be Monday through Friday, eight (8) hours per day, forty (40) hours per week.

12.02 Rest periods shall be fifteen (15) minute paid period before lunch and fifteen (15) minute paid period after lunch.

12.03 Employees shall be provided five (5) minutes at the end of their shift without loss of pay for the purpose of personal clean up.

12.04 Lunch breaks shall be without pay and shall be between one-half (½) hour and one (1) hour.

12.05 A) The regular hours of work will be scheduled at Divisional level, within the following parameters. Shift start times shall be established and shall only be changed for the group in accordance with Article 12.06.

Day Shift 5:00 a.m. - 5:00 p.m.

Evening Shift 3:00 p.m. - 3:00 a.m.

Night Shift 10:00 p.m. - 8:30 a.m.

B) Clean up crew's working hours subject to production. The Company reserves the right to change scheduled working hours without penalty, provided an eight (8) hour break is given to the employees prior to the revised starting time. Such changes in the start time shall not affect receipt of their normal shift premium.

C) From time to time employees may be moved from the wet to dry end of the production line or vice versa. When as a result of this employees have a change of start time, which is less than 1 hour and the schedule is posted by 5pm the previous day for day shift and posted by 12:30am the previous night for evening shift, there will be no resulting overtime paid unless the employee works more than the 8 hours in that day

12.06 Established starting and stopping times shall be displayed in each department and where circumstances require a permanent change in an established schedule, the Company will provide a minimum of one (1) weeks notice, or pay time and one-half (1½) for a period of one week for all hours worked outside of the former schedule.

12.07 A ten (10) minute paid rest period will be provided upon

completion of one and a half (1½) hours of overtime worked beyond the regular shift.

12.08 Overtime will be paid to any person who works or trains in excess of eight (8) hours in any twenty-four (24) hour period. Pay for time required to travel to a training location will be paid to a maximum of eight (8) hours at straight time. To qualify, travel time must exceed one (1) hour.

12.09 Shift Premiums

- (A) Evening Shift (after 3:00 pm) - \$0.55 per hour
Night Shift (after 10:00pm) – \$0.65 per hour
- (B) An employee normally scheduled on evening or night shift who is temporarily moved to day shift at the request of management for either work or training will maintain any shift premiums they are currently receiving. This will not apply to employees who volunteer to change shifts.
- (C) When coming from nights to days for training or down days, you do not lose your evening premium.

12.10 There will be no production scheduled for evening shift on October 31st.

- 12.11**
- A) The Company and the Union agree the following shall apply to the early release of employees from their respective plant due to a severe storm:
 - B) The Company shall contact the local weather bureau to secure accurate information about the storm.
 - C) The Company will then advise the Local Unit Chairperson of the situation and the time the employees will be advised of the opportunity of leaving the plant if they so desire.

12.12 The Company and the Union support the implementation of alternative work schedules for

purposes of increased production in the most efficient, safe, and profitable manner without adversely affecting the job security or wages of employees covered by this agreement.

The following shall be part of the alternative work schedule which may be implemented:

- A) The Joint Seniority Committee shall meet to determine the need and implementation date of an alternative work schedule.
- B) The duration shall not exceed 3 months.
- C) Upon completion of the trial period, the Joint Seniority Committee shall meet to discuss the merits of the trial period and ultimately decide to extend the period by mutual agreement in writing.
- D) The work week shall be determined by the Joint Seniority Committee.
- E) Any holiday falling on a scheduled work day shall be paid at the scheduled daily hours of work.
- F) Any holiday that falls on a non-scheduled day shall be paid at the rate of 8 hours per day at straight time.
- G) The Joint Seniority Committee shall canvass for volunteers but in any case those persons on the affected trial line shall have first access to the alternative work schedule.
- H) Only employees on the trial alternative work schedule shall be guaranteed a minimum of 75% of the scheduled hours per week regardless of the hours worked.
- I) The Joint Seniority Committee will determine breaks based on scheduled hours of work. The break periods will be covered by the relief crew.
- J) The start times shall be between 5:00 a.m. and

7:30 a.m. and 3:00 p.m. and 5:30 p.m.

- K) The issue of proper plant clean-up and the hours of work shall be dealt with by the Joint Seniority Committee.
- L) Any other issues not dealt with in this LOU will be dealt with by the Joint Seniority Committee.
- M) Either party with 30 days written notice can cancel the trial period.

Article 13 - Overtime

13.01 Overtime shall be proffered on a voluntary basis and shall be distributed in a fair and equitable manner amongst those persons in the department who are capable of performing the work.

- 13.02**
- A) All work performed outside of a regular shift or normal work week will be considered as overtime and will be paid at the rate of one and one half (1½) times base rate except as modified hereafter.
 - B) All hours worked on Saturday shall be paid at the rate of one and one half (1½) times base rate.
 - C) All hours worked in excess of eleven (11) hours shall be paid at the rate of two (2) times base rate.
 - D) All hours worked in excess of twelve (12) hours shall be paid at the rate of two (2) times base rate for those people working on a twelve (12) hour shift.
 - E) All hours worked on Sunday shall be paid at the rate of two (2) times base rate.

13.03 Rest Period Between Shifts

Employees shall be granted a minimum rest period of eight (8) hours between the conclusion of the shift and the

commencement of the next shift. Should the eight (8) hour rest period cause an employee to commence the next shift after the normal start time, the employee shall suffer no loss of pay due to the late start time.

13.04 Employees temporarily assigned to another shift shall be provided forty-eight (48) hours notice or be paid at one and one half (1½) times employee's base rate for the first eight (8) hours of the new shift.

13.05 Escalator Rate

Applies to night time overtime assignments completed in any one week period.

1st day of overtime	1.5 x base rate up to eleven (11) hours
2nd day of overtime	1.6 x base rate up to eleven (11) hours
3rd day of overtime	1.7 x base rate up to eleven (11) hours
4th day of overtime	1.8 x base rate up to eleven (11) hours

Note: the above formula is only applicable Monday through Friday.

Article 14 - Report And Call-Out Pay

14.01 Report Notice

Report Notice is the work recording phone line that employees call to be advised if work is available and the scheduled hours of work for the following day. A call out message will be placed on a code-a-phone by 12:00 noon each day (for the night and midnight shift information) and 7:00 p.m. each day (for the day shift information), indicating the employees who are required to work in their respective departments. The work recording phone numbers are 634.8855 or toll free 1.800.565.7072.

14.02 Employees who report to work and are sent home due to a lack of work shall be paid a minimum of four (4) hours report notice pay.

14.03 Call-In Notice

An employee who is called back to work after the completion of his/her shift or prior to his/her shift start, shall be paid at one and one half (1½) times for all hours worked or four (4) hour call-in, whichever is the greater. Employees shall not be required to perform any other duties other than the work that they were called in to perform.

14.04 For Production Department, back up employees will only be brought in when necessary. Based on operational/production needs, back up employees will be scheduled according to required operating skills.

Article 15 - Temporary Assignments

15.01 A) A temporary replacement is a person hired on a temporary basis to replace an employee who is absent due to sickness, injury, leave of absence and vacation providing no bargaining unit employee(s) are on lay-off.

B) Temporary replacements shall be laid off immediately upon the return of the absent employee that they were hired to replace, unless there is a permanent job and they shall be offered such job prior to hiring a new person and after the vacancy has been posted. Their date of hire shall be their seniority date.

C) The Company can use the temporary replacement in another temporary position, if required. However, the Company shall not utilize this Article to defeat permanent manpower requirements.

15.02 A) A temporary assignment is the assigning of employees from their regular position to another position on a temporary basis.

B) Employees who are required to take a temporary assignment outside of their department shall be canvassed in accordance with seniority, skill and

ability. Should the Company not attain the required number of volunteers, then the most junior person with the skill and ability in the department shall be required to accept the assignment.

- C) Temporary assignments within the department or plant shall be done by seniority, skill and ability.
- D) Any employees who are temporarily assigned by the Company to a different classification resulting in a lower rate of pay shall not have their pay reduced or if transferred to a higher rate of pay, shall be paid the higher rate of pay.

15.03 A) The Company shall be entitled to hire students providing there are no employee(s) on layoff from the bargaining unit. Such students shall not be entitled to permanent job vacancies and shall not accrue seniority.

B) If a student changes status to a permanent employee, the seniority date shall begin as of the date of his/her status change.

C) The Unit Chairperson shall be provided with the names of all temporary replacements or summer students hired with temporary status.

Article 16 - Occupational Health & 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 cooperation, 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 There shall be a plant Joint Occupational Health and Safety Committee established at each plant comprised of both plant employees nominated by the Union and

representatives from management. These Health and Safety Committees shall meet monthly, during working hours without loss of pay and benefits as related to Article 19, 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.

16.04 The Joint Occupational Health and Safety Committee will:

- A) Review and make recommendations concerning any unsafe conditions and the stoppage of any unsafe work;
- B) Review and make recommendations concerning all chemical applications within the plant;
- C) Review and make recommendations for Health and Safety training and education.
- D) Review and make recommendations on environmental test results.

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

16.06 All plants will be provided with a properly equipped First Aid facility. A qualified Medical First Responder/First Aider 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 will be determined by the Committee.

16.08 The Safety Co-Chairperson or his/her designate shall accompany the Department of Labour Safety Inspector when he/she makes his/her inspections.

16.09 When the Medical First Responder/First Aider 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.

16.10 The necessity of Health and Safety training will be a function of the Joint Occupational Health and Safety Committee. It will be the responsibility of this committee to decide on courses, material and instructors. Costs will be incurred by the Company.

16.11 The Company agrees to recognize and observe April 28 as a "day of mourning" on behalf of injured workers and workers who have lost their lives in the workplace. A minute of silence will be observed at a time agreed to by the Company and the Union at a Labour Management meeting.

Article 17 - General Provisions

17.01 Wage Supplement for Compensation and Sick an Accident

A) When an employee has submitted a claim for Workers' Compensation payment or weekly indemnity, he/she may, in the week following that application, make application to the Company for advance payments to a maximum of \$250 per week to be paid by the Company prior to receipt of payments from Workers' Compensation or the insurance company.

B) Should the employee's application be accepted by the Company, it will advance to the employee during the following week, provided the employee has not returned to work, payments as requested. Should the Company not be prepared to accept an application by an employee, the Unit Chairperson will be advised before the final decision is communicated to the employee 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.

C) Employees who are injured at work with an

injury which would be approved under Workers Compensation regulations and are told to remain off for the remainder of the day by a Doctor or outpatient care facility shall be paid for the portion of their day not worked.

D) Continuation of Fully Paid Benefit Coverage -

The Company shall pay the full premium costs of health and dental benefits, to a maximum of four (4) consecutive months, for absence while on an approved Workers Compensation claim.

17.02 Technological Change

In keeping with the Company's policy of having employees informed as much as possible and practical, the Company agrees to communicate and discuss with the Union on technological change. Every attempt will be made to place employees whose jobs may become redundant due to technological change, and where employees cannot be placed, the Company will provide the maximum notice possible of any impending lay off. But in any case, the Company and the Union shall meet at least thirty (30) days prior to the implementation of any technological changes which would affect the jobs of bargaining unit members.

17.03 Paid Education Leave

The Company shall pay two (2) cents for all hours worked per employee for the purposes of Union Leave for education. The cheque shall be forwarded by June 15th of each year to CAW-Leadership Training Fund CAW-TCA Canada 205 Placer Court North York, ON. M2H 3H9 and made payable to CAW-Leadership Training Fund.

17.04 Letters Of Understanding

Any Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement as if it had been incorporated herein, for the period of time as indicated in the letter.

A Letter of Understanding shall be identified by a heading and a number and must be signed by representatives of both parties at the National and Corporate levels.

17.05 Copies Of Agreement

As soon as possible, the Company and the Union will agree to a final draft of the Collective Agreement. The Company shall be responsible for the preparation and printing of the Agreement. The cost of printing shall be divided equally between the Company and the Union.

17.06 Leadhands

The only leadhands within the division will be in Maintenance and Clean Up as agreed by the Union and Local Management.

Article 18 - Union Representation

18.01 The Union will advise the Company, from time to time, of the employees who are to act as official representatives of their membership to deal with the Company's management in matters pertaining to the proper administration of the Agreement during its term and to negotiate a renewal of the Agreement upon its termination.

18.02 Union officers will be granted a leave of absence without loss of pay or benefits for the purposes of meeting with Management to negotiate a renewal of the Collective Agreement, provided that the Union reimburses the company for wages and benefits. During such absence, vacation and seniority rights shall continue to accumulate. Such permission shall not be unreasonably withheld.

18.03 A Staff Representative or other official representative employed by the Union may enter upon the premises of the Company during working hours to conduct necessary Union business. The Union representative shall first notify Management of his/her presence and indicate the nature of his/her business and he/she shall not disrupt Company operations.

18.04 Union officers will be permitted to leave their regular duties during working hours with no loss of pay in order to deal with Local Union administration of the Collective Agreement provided they first obtain permission of Management. Such permission shall not be unreasonably withheld.

18.05 A) The Company shall grant a leave of absence with pay and benefits to an employee elected by the Union as the Unit Chairperson up to a maximum of forty (40) hours per week at straight time. This 40 hours per week will include training time.

B) The Company agrees to have the Unit Chairperson added to the High Liner Foods Inc. N.S. Union Pension Plan. The Company will pay all contributions associated with the Defined Benefit portion of the plan for the Unit Chairperson. Pension entitlement will only be earned while the individual is actually working.

18.06 Union/Management Plant Meetings

A) It is recognized that meetings between the Company and the Union are essential to the maintenance of good employee-employer relations and the establishment of mutual confidence and trust. Attendance at these meetings by local plant representatives shall be with pay.

B) Union-Management committees will be established at each plant to promote better communications, mutual respect and understanding between the Company and its employees, to discuss ways and means of improving working conditions, methods, safety, operating efficiency, maintenance of good morale and to provide for advance discussion of other changes affecting the work or working conditions of employees.

C) At the plant level, meetings will be held each

month and minutes of such meetings will be jointly approved.

18.07 Union/Management Headquarters Meetings

- A) At Union-Management Headquarters level, meetings will be held at least once each quarter between Union Headquarters representatives and representatives of the Company Management level.
- B) The dates of such meetings will be established by mutual agreement and minutes of such meetings will be prepared and made available to all concerned following approval of both parties.

18.08 The meetings of Union-Management committees shall not be considered as being in lieu of the Grievance Procedures.

- 18.09**
- A) An employee who assumes the Local Union President position shall accumulate seniority while on leave of absence which will provide vacation entitlement upon return from the leave.
 - B) The Local Union President will be covered by Company benefits provided the Union reimburses the Company.
 - C) The Company will reinstate the current President of Local 1944 in the High Liner Foods Inc. N.S. Union Pension Plan retroactive to January 1, 1990. All costs associated with the Defined Benefit portion of the plan will be paid by High Liner Foods Inc.
 - D) Pension entitlement will only be earned while the individual is actually working.

Article 19 - Health & Welfare Benefits, Insurance Plans

19.01 All group insurance coverage is effective upon completion of 3 months of service. All coverage is a condition of employment. **Complete details of coverage are outlined in the Employee Benefit Handbook.**

Once qualified, employees are entitled to the following benefits:

19.02 Group Life Insurance - \$30,000 coverage. This coverage reduces by 50% at age 65 and terminates at age 70. In the event that an employee becomes disabled while insured, and is in receipt of LTD benefits, the insurance carrier will waive the premiums on this life insurance until age 65.

19.03 Accidental Death and Dismemberment Insurance - \$30,000 coverage. This coverage reduces by 50% at age 65 and terminates at age 70.

19.04 Fully Paid Life Insurance - \$1,500 at age 65 with 15 years of service or age 60 with 30 years of service. The Company shall pay the full premium cost of such insurance. The person at age 60 with 30 years of service must have applied for retirement to receive this benefit.

19.05 Short Term Disability – Coverage is a condition of employment. Benefits, terms and conditions are according to the employee benefit booklet.

19.06 Long Term Disability - Should an employee be disabled from performing work of any kind, long-term disability benefits may be claimed, subject to the terms outlined in the booklet.

19.07 Health Plan - Specifics of the Plan will be found in the Group Benefit Plan Booklet which will be provided to each employee.

19.08 Dental Plan - Specifics of the Plan will be found in the Group Benefit Plan Booklet which will be provided to each

employee.

19.09 Premium Payments – Life and AD&D shall be fully paid by the Company. Health, dental and LTD benefits shall be paid 65% by the Company and 35% by the employee. STD premiums will be paid by the employees. All premiums are subject to taxation as required.

19.10 Continuation of Fully Paid Benefit Coverage - The Company shall pay the full premium costs of health and dental benefits, to a maximum of four (4) consecutive months, for absence due to sickness, providing the employee is on Sun Life, WCB or Employment Insurance sick benefits.

- A) This coverage is not applicable to employees on Maternity Leave and such coverage will only be applicable once in each calendar year per employee.

19.11 Two (2) Management and two (2) Union, will meet twice per year to discuss problems.

19.12 Pension Plan

Employee shall be entitled to pension accrual upon completion of three (3) months employment from date of hire.

- A) The Plan is a condition of employment. The Plan is the Nova Scotia Unionized Plant Employees Pension Plan. Pension benefits are as follows:

Jan 1/90 - Dec 31/92	\$120 per year of service
Jan 1/93 - Dec 31/95	\$144 per year of service
Jan 1/96 - Dec 31/96	\$156 per year of service
Jan 1/97 - Dec 31/05	\$168 per year of service
Jan 1/06 - Dec 31/12	\$180 per year of service
Jan 1/13 - Dec 31/13	\$190 per year of service
Jan 1/14 -	\$200 per year of service

- B) One year of credited pension service will be achieved when an employee works 1020 hours in a year. All

employees whose hours are less than 1020 hours per calendar year will be given a prorated year of credited service in the Plan.

- C) An additional pension of \$90 per year of service will be provided for those employees who work 2080 hours. This \$90 will be prorated for each hour worked between 1021 - 2079 hours.
- D) Member Contributions to Pension Plan:
Employees shall now be entitled to contribute an additional amount of monies to the pension plan to the maximum set by the PA rules. Members can change and/or stop contributions whenever they desire. No more than two (2) changes will be permitted during a calendar year.
- E) Joint Survivor Benefit:
Employees' spouses shall be entitled to 95% of the pension entitlement to a maximum of 60% of the full benefit.

Notwithstanding the above, for Plant Members who retire, the amount of pension payable to the Retired Member who has a Spouse on the date that the first Pension instalment is due to be paid shall be 95% of the Pension otherwise payable, and either:

- i. increase by $\frac{1}{2}$ of 1% for each full year by which the Member's Spouse is more than 10 years older than he/she is, or
- ii. decrease by $\frac{1}{2}$ of 1% for each full year by which the Member's Spouse is more than 10 years younger than he/she is.

In no event will the amount of such adjusted Pension exceed the amount of Pension otherwise payable prior to adjustment.

- F) Pre-retirement/Death Benefit (for active or inactive members survived by spouse):
A pre-retirement death benefit equal to the sum of 60% of the commuted value of the member's

pension shall be payable to his/her spouse.

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

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

- H) Credited Pension Service For Time Not Worked
For purposes of pension credit accrual, the following shall be considered as time worked: vacation, holidays, union leave, maternity/parental leave, weekly indemnity, workers compensation (one (1) year maximum). All such calculations for pension credits will be based on a forty (40) hour week or eight (8) hours per day.

19.13 A joint committee, consisting of three members from the Company and three members from the Union shall meet on an annual basis to review:

- i. all actuarial valuations prepared for the plan
- ii. any plan amendments
- iii. the annual financial statements of the fund
- iv. the number of members applying for retirement.

Article 20 - Protective Clothing

20.01 A) The Company will supply free of charge the following items to employees when in need of same to effectively carry out the responsibilities of the job. Requirement of equipment to perform the job may vary by department.

B) Employees who require items for product or personal protection will be provided with such. These items will include hair nets, bump hats or hard hats (and liners), hearing, eye, and breathing protection where required.

C) Employees who require special tools or equipment or clothing required to effectively perform his/her job

will have the first issue free of charge. The following apply under this procedure:

- i. Knives, scissors, stones, steels and buckets
- ii. Smocks, coats, aprons, rubber and cotton gloves, leather palm work gloves, coveralls or oilskins as necessary, and laundering of same. To facilitate laundering, two of these items will be issued the first time
- iii. Insulated outer clothing and oilskins required to work in cold storage or outside
- iv. Welders will be provided with the necessary protective equipment, including coats, shields, and gloves
- v. Knee pads
- vi. The Company will provide one (1) pair of steel toed rubber boots per year to employees on the Clean Up crew.

20.02 Replacement Procedure

- A) The above free issue items will be replaced free of charge when the original item is presented showing it to be worn or damaged from normal use in performing work.
- B) When items can be cleaned or repaired, the item will be replaced with a clean or repaired item.
- C) Employees will be responsible for all items issued to them. When an employee cannot present the item or the wear or damage is not considered to be from normal use on the job, the employee will be charged for the replacement at cost. Articles lost or claimed to be stolen are the responsibility of the individual employee and will be charged at cost when replacement is reissued.

20.03 Due to varying needs from plant to plant, where the Company is presently supplying protective clothing such as winter parkas, skidoo suits, etc., those job functions shall continue to have these items supplied at no cost.

20.04 It has been agreed Boot Expense Reimbursement will

only be provided to those individuals working on a regular basis and as specifically outlined in Article 20 of the Collective Agreement.

Boot expense reimbursement will be paid as per Company policy.

20.05 Where the wearing of protective clothing, safety footwear, or the use of safety equipment is mandatory, employees must wear or use these items in accordance with Company policy and safety manuals.

Article 21 - Duration

21.01 A) This Agreement shall take effect on January 1, 2012 and shall remain in full force and effect until December 31, 2014. Within ninety (90) days of the expiry date, either party will give notice to commence bargaining for purposes of achieving a new Agreement.

B) It is agreed that during such negotiations, this Agreement shall remain in full force and effect.

Article 22 - Cost Of Living Allowance Increases

22.01 A) Effective January 1, 2012, wages will be increased by an amount which in percentage terms, would be equal to the percentage increase in the Consumer Price Index (CPI) calculated on the 1992 Index, which would be represented by the increase for the twelve (12) month average Index ending with the Index for December, 2011, as compared to the twelve (12) month average Index ending with the Index for December 2010.

B) Effective January 1, 2013, wages will be increased by an amount which in percentage terms, would be equal to the percentage increase in the Consumer Price Index (CPI), calculated on the 1992 Index, which would be

represented by the increase for the twelve (12) month average Index ending with the Index for December 2012, as compared to the twelve (12) month average Index ending with the Index for December 2011.

- C) Effective January 1, 2014, wages will be increased by an amount which in percentage terms, would be equal to the percentage increase in the Consumer Price Index (CPI) calculated on the 1992 Index, which would be represented by the increase for the twelve (12) month average Index ending with the Index for December, 2013, as compared to the twelve (12) month average Index ending with the Index for December 2012.

The maximum increase, in accordance with the above formula, shall not exceed five percent (5%) per year.

22.02

- A) The Cost of Living Allowance provision as contained in the Collective Agreement shall be implemented in accordance with the following:
 - B) Effective January 1, 2012, any monies generated beyond the 2.8% general wage increase due to inflation shall be rolled into the base rate of pay of each worker and all monies shall be paid retroactively back to January 1, 2012, for all hours worked.
 - C) Effective January 1, 2013, the same method of payment as described above shall be paid to all employees should the inflation be in excess of the 2.25% general wage increase.
 - D) Effective January 1, 2014, the same method of payment as described above shall be paid to all employees should the inflation be in excess of the 2.25% general wage increase.
 - E) Effective January 1, 2012, any monies generated beyond the 2% COLA shall be

added to the base increase to a maximum of 5% for the term of this agreement.

Article 23 - Plant Closures

23.01 Should the plant close in its entirety, the following shall apply:

- A) The Company and Union shall meet to discuss the placement of those affected employees.
- B) Employees shall be offered the first opportunity to any vacancies in any of the other plants prior to the hiring of new employees.
- C) Employees who accept to transfer to another plant shall retain all of their seniority.
- D) Any probationary employee may be bumped by a laid off employee.

23.02 Employees who choose to sever with the Company forfeit all seniority and shall be paid one (1) week per year of service to a maximum of 26 weeks.

23.03 Severance pay will not be paid for:

- A) Discharge for just cause.
- B) Resignations.
- C) Retirement or death (prior to actual shutdown of plant).
- D) Employees who are on lay-off status for more than six (6) months.
- E) If an employee is offered employment elsewhere with High Liner Foods within a 100 km. radius of the plant.

Article 24 - No Discrimination

24.01 The Company and the Union agree that there shall be no discrimination, interference or coercion exercised or

practiced with respect to any employee by reason of the prohibited grounds outlined in the Nova Scotia *Human Rights Act*, nor by reason of union membership or activity.

24.02 Accommodation of Disabled Employees

- A) If a medical examination finds that an employee is disabled from performing the functions of the position the employee occupies, accommodations may be requested pursuant to this Article.
- B) The Employer and the Union shall make every reasonable effort to accommodate a disabled employee and to the extent required by the Nova Scotia *Human Rights Act*.
- C) The disabled employee has a duty to cooperate and assist the parties in developing an accommodation.
- D) When an employee has been on disability leave for twenty-four (24) months and an accommodation has not been possible, and where a medical prognosis has determined that a return to work is not possible then the employee shall lose seniority in accordance with Article 8.06.

24.03 The Company and the Union agree that joint instructions be received. Details to be worked out with the HR Department.

Appendix "A"

Wages for Collective Agreement - 3 year contract

Effective January 1, 2012

Wage Class	2011 Rate	Increase	2012 Rate*
Class 1	16.32	2.8%	16.78
Class 2	17.11	2.8%	17.59
Journeyman "A"	23.85	2.8%	24.52
Non-Journeyman "B"	20.71	2.8%	21.29
Stockroom Attendant	21.72	2.8%	22.52
Maintenance Assistant	17.42	2.8%	17.91
Chief Engineer	29.96	2.8%	30.80
2nd Refrigeration/2nd Boiler	27.42	2.8%	28.19
2nd Refrigeration/3rd Boiler	25.55	2.8%	26.27
2nd Refrigeration/4th Boiler	23.79	2.8%	24.46

Effective January 1, 2013

Wage Class	2012 Rate	Increase	2013 Rate*
Class 1	16.78	2.25%	17.15
Class 2	17.59	2.25%	17.98
Journeyman "A"	24.52	2.25%	25.07
Non-Journeyman "B"	21.29	2.25%	21.77
Stockroom Attendant	22.33	2.25%	23.07
Maintenance Assistant	17.91	2.25%	18.31
Chief Engineer	30.80	2.25%	31.49
2nd Refrigeration/2nd Boiler	28.19	2.25%	28.82
2nd Refrigeration/3rd Boiler	26.27	2.25%	26.86
2nd Refrigeration/4th Boiler	24.46	2.25%	25.01

Effective January 1, 2014

Wage Class	2013 Rate	Increase	2014 Rate*
Class 1	17.15	2.25%	17.54
Class 2	17.98	2.25%	18.39
Journeyman "A"	25.07	2.25%	25.63
Non-Journeyman "B"	21.77	2.25%	22.26
Stockroom Attendant	22.83	2.25%	23.63
Maintenance Assistant	18.31	2.25%	18.72
Chief Engineer	31.49	2.25%	32.19
2nd Refrigeration/2nd Boiler	28.82	2.25%	29.47
2nd Refrigeration/3rd Boiler	26.86	2.25%	27.46
2nd Refrigeration/4th Boiler	25.01	2.25%	25.57

* Plus COLA increase

Note: Stockroom Attendant and Journeyman are to maintain a \$2.00 gap

Red Tagged Classifications

Electronics
Crane Operators

Persons in these classifications shall maintain their present premiums above the new wage rates in their respective classifications. Should anyone included in the above classifications leave or bid to another job, the premium would not be renewed.

Boiler/Refrigeration Weekend Premium:

Boiler or Refrigeration personnel working on Saturday shall be paid base rate plus \$2.25 per hour and on Sunday \$3.25 per hour.

Hazard/Dirt Premium:

A premium of \$0.75 cents per hour will be paid to employee involved in:

- A. Working in:
 - 1. fuel oil tanks
 - 2. bunker oil tanks
 - 3. plant boiler
 - 4. confined spaces
 - 5. using arc flash equipment

- B. For all work performed over twenty (20) feet.

Lead Hand Premium

Lead Hand premium of \$0.50 per hour above the employee regular classification. Persons selected by the Company for this premium will assist their co-workers in their regular tasks. Lead Hands shall not possess disciplinary authorities.

Propane/High Pressure Welder Certification Premium:

A Propane certification premium of \$0.50 cents shall be paid to employees holding a certified industrial service liquid propane ticket and High Pressure Welder certification

PLC Technician Premium:

A PLC Technician Premium of \$1.25/hr shall be paid to employees who hold a PLC Technician Certification.

Skilled Trades Rotating Shift Premium:

All skilled trade employees that participate in the regular shift rotation will receive a premium of \$0.40 cent per hour

Waste Management:

Individuals in Waste Management that have all the responsibilities for that position shall be paid a premium of \$0.50 cents

Wages and Classifications - Production

Class 1

Packers	Trolley Operator
Tunnel Freezer Feeder	Bulk & Waste Weighers
Labourer	Block Openers
Spreaders	Palletizers
Janitor	Mastering
Trawler Discharge Crews	Sawers
Block Press Operator	Assistant Sauce Room Cooks
Clean Up Crew	Transporter Freezer

Class 2

Lift Truck Operators	Medical First Responders
Line Operators	Dry Storage/Stockroom
Sauce Room Cooks	Attendants
Radar Operators	Tallymen/Ramp
Tunnel Operators	Tri Seal Operators
Supply Chain Inspectors	Hayssen Operators
Quality Inspectors	Computer/Order Attendant
Autoplate Operators	Wet Batter Press Operators
	Bailer Operators

Appendix "B"

Wages and Classifications - Skilled Trades

"A" Journeyman Classifications

Refrigeration Operator	Industrial Mechanic
Boiler Room Operator	Machinist
Electrician	Pipefitter
Electrical Engineering Technician	Marine Fitter
Welder	Sheet Metal Fabricator
Carpenter	Electronics
Millwright	Electromech
Propane Certified	Incinerator Operator

Dual Refrigeration/Boiler Operator

Chief Engineer
2nd Refrigeration/2nd Boiler
2nd Refrigeration/3rd Boiler
2nd Refrigeration/4th Boiler

Appendix "C"

Letters of Understanding

Letter of Understanding #1

Re: Premium for Additional Responsibilities for Covering for a Salaried Employee

This letter is to formalize that the company agrees to pay \$0.50 more per hour to a unionized employee when he/she is required to fill in for a salaried employee in the absence of a salaried employee. This premium is paid for additional responsibilities that are normally completed by the salaried employee. The hourly employee will be paid as per contract plus \$0.50 more per hour for the period of time he/she fills in for the absent salaried employee. This will be subject to the department Manager's approval prior to the salaried employee being off from work.

This is presented on a without prejudice basis and is not intended to establish a precedent.

Please sign below as confirmation and agreement to this current practice and return this to Lunenburg Human Resources.

Letter of Understanding #2

Re: Article 10.02 (B) & 10.04

This LOU is to clarify the interpretation of required hours for vacation pay entitlement pursuant to Article 10.02 (B).

The "Hours Required" is the sum of regular and overtime hours paid, paid vacation leave hours and paid leave for training and union business. No other paid or unpaid leaves, including statutory holidays, floater day hours, and vacation pay in lieu of vacation leave, will be used in the calculation of "Hours Required".

This Letter of Understanding will be deemed to be incorporated into the current Collective Agreement and, notwithstanding Article 21, will continue from year to year unless otherwise amended or terminated by the parties.

Letter of Understanding #3
Re: Operators

This Letter of Understanding is to formalize the past practice of scheduling and training of Line Operators in the Plant.

Our intent is to continue with the past practice to use Line Operators to train the Back Up Operators for their particular line. We have posted Operator positions and have selected Operators based on their seniority, skill and ability to run the lines in the Operation. We are not prepared to have Operators move from their line to another line to replace another Operator. Our practice has been to use the Operator to operate and complete training on his/her particular line. Only when there are extenuating circumstances, we use other Operators to operate another line they were not currently posted to.

The intent is to have:

- Operators run the line they have been selected for through a job posting.
- Operators will not operate other lines unless the Operator and Back Up Operator for the other line are not available.
- Operators will train the Back Up Operators for their specific line.

This Letter of Understanding will be deemed to be incorporated into the current Collective Agreement and, notwithstanding Article 21, will continue from year to year unless otherwise amended or terminated by the parties.

Letter of Understanding #4
Re: Operators and Lift Truck Operators (Production) and Back Up Operators Positions

The term "Operator" in this LOU refers to Line Operators and Lift Truck Operators within Production.

- A) Any vacancy occurring within the Operators positions will be canvassed amongst the full time qualified Operators for purposes of filling the vacancy. A

qualified Operator is one who works in the same Operator grouping as where the vacancy occurred. The Operator groupings are wet end, bagger/scale, and kliklok equipment.

- B) In the case of Line Operators the vacancy resulting from A) above will be offered to the Back Up Operator.
- C) The Back Up Line Operator vacancy would then be filled by a job posting within the plant.
- D) In the case of Lift Truck Operators the vacancy resulting from A) above will be filled by job posting.
- E) When a layoff occurs an Operator will only be bumped by a more senior person who has the skill and ability to perform the job immediately.
- F) Back up Operators are subject to being bumped in a layoff of more than seven days by a more senior employee.

Letter of Understanding # 5
Re: Relief Employees

A relief employee is one who does not work a regular scheduled shift, but work on a day-to-day basis as required. The terms and conditions of employment for relief employees are as follows:

- A) The employees' regular start time will be the hours of the department that they are called in for that day.
- B) Unless agreed otherwise, if employees are working a night shift they will have a minimum of 8 hours rest prior to starting their next shift. If these employees are working a night shift, they may have different start times on their next day shift. This is based on the stop time of each employee on the night shift. The Coach will advise each employee of his/her potential start time.
- C) There will be no payment of potential lost hours due to the above 8 hour rest period.

- D) The company will canvass these employees twice per year for voluntary involvement in this relief group. Employees who decide to leave the group will have to wait for this semi-annual canvass to return to the group.
- E) Regular employees will be given the option of entering the relief group upon lay off of more than 7 days.
- F) Employees who do not show up for work for three consecutive times will lose the opportunity for further participation in the relief group and be laid off.
- G) Payment for holidays, bereavement leave and jury duty will be as per the collective agreement.
- H) Vacation pay will be as per our collective agreement.
- I) These relief will accrue seniority and adjustments will be made as per the collective agreement.
- J) Overtime assignments will not be offered to the relief employees where there are regular employees available and who are capable of performing the work.
- K) It is not the intent of the company to use the relief group to take work away from employees in the regular work force.
- L) Available work will be distributed to the relief group, on a day-to-day basis, by seniority and skill and ability.
- M) Once an employee volunteers to join the relief group there is not an actual recall or lay off. Therefore, there is no actual layoff or recall notice.
- N) Employees will be called in for work when it is available, but in any case, there will be no guarantee of available work as it is on an as needed basis.
- O) A relief employee will qualify for health and dental benefits for the calendar year as long as he/she works 480 hours in the previous calendar year and pays his/her portion of the cost.
- P) If this process, in any way, has an adverse or negative

impact on the regular work force, this agreement will be referred to the Joint Seniority Committee to resolve the issues.

- Q) The intent of this agreement is to create stability during peak times of operation, but in no case should be used to negatively impact permanent manpower requirements.

Letter of Understanding #6
Re: Joint Committee Pension and Group Insurance
Benefits

- (A): The Company and Union agree that a joint benefits committee will review the current medical and dental plan and make recommendations for changes based on employee needs and cost management strategies.
- (B): Should the foregoing committee findings require collective agreement amendments, the parties shall by mutual agreement reopen Article 19 for required amendments.

Letter of Understanding # 7
Bump/Placement Procedure For Production

Effective Monday, April 3, 2006, we agree to do the following as an attempt to resolve placement and bumping issues in production:

1. The parties agree that the employees using the sign-up sheet should be the first employees to be considered to leave work if a line finishes early or work becomes reduced. The day shift sign-up sheet will remain available until it is needed for a bump/placement and will not be removed before 10:30 a.m. The evening shift sign-up sheet will remain available until it is needed for a bump/placement and will not be removed before 8:30 p.m. There will no longer be canvassing to see who wants to go home. If you do not sign-up, you will not be considered. Coaches will use discretion and common sense for special circumstances not covered under this procedure. Employees will be sent home by seniority.
2. The parties agree, after the sign-up sheet employees have all gone home; relief employees will be the next to go home. Finally, junior employees in the department will be next to go home.
3. The parties agree to maintain the 1.5 hours as the "bump time" at the end of the employee's normal shift for all employees including relief employees. For

example:

- a) Employee's Normal Shift Starts at 7:30 a.m. – 4:00 p.m.
– Bump time is 2:25 p.m., plus 5-minute clean-up period.
 - b) Employee's Normal Shift Starts at 8:15 a.m. – 4:45 p.m.
– Bump time is 3:10 p.m., plus a 5-minute clean-up period.
 - c) Employee's Normal Shift Starts at 4:30 p.m. – 1:00 a.m.
– Bump time is 11:25 p.m., plus a 5-minute clean-up period.
 - d) Employee's Normal Shift Starts at 5:15 p.m. – 1:45 a.m.
– Bump time is 12:10 a.m., plus a 5-minute clean-up period.
4. The parties agree when an employee replaces or bumps another employee, he/she assumes the hours to the end of the shift or whatever time that person removed would have worked.
 5. The parties agree replacement is NOT chain bumping. We will no longer move two employees to place one employee. When doing a placement, the most junior positions will be considered (excluding Operators and Lift Driver positions and when appropriate heavy labourers). Employees will be placed in positions where they can do the work and meet performance standards. Coaches will place employees as best they can. We understand there may be times where some employees cannot be placed.

The parties want to clarify any misunderstanding with LOU #4 regarding operators and back-ups. The language does not state that backups cannot be bumped on a day-to-day basis. If we have more senior employees in the department who are being sent home, and can walk in and do that job, then the back-up operators can be bumped.

Both parties will monitor this agreement and will discuss if both parties agree that it is not working.

Letter of Understanding # 8

Use of Vacation Days for Storm Days and Illness

This letter is to formalize that the Company and the Union agree that employees can use a vacation day for inclement weather, illness, or illness of a spouse or child.

If 70% or more employees are unable to attend work due to the inclement weather, employees can be granted a vacation day. The percentage is determined within each department based on the number of employees called into work on each shift. As well, vacation days can be used if the plant is shutdown due to inclement weather.

If an employee becomes ill and cannot attend work due to the illness, he/she can use a vacation day. A vacation day will only be granted if the employee provides medical documentation the first day he/she returns to work. Employees are not permitted to use vacation days for the waiting period for weekly indemnity/short-term disability.

When an employee's spouse or child becomes ill and requires care during the illness, an employee can take a vacation day. A vacation day will only be granted if the employee provides medical documentation for the spouse or child the first day he/she returns to work.

The combined maximum number of vacation days for the above situations is five (5) days in a calendar year.

This LOU will remain in effect unless modified or terminated by mutual agreement of both parties.

Letter of Understanding # 9

Lunenburg Plant – Involuntary Transfers

The Company and Union agree to the following regarding the involuntary transfer of employees from dayshift to the evening shift during the lay-off/recall of September 2007:

1. If a vacancy opens up on dayshift, then the transferred employees will be returned to their original shift based on seniority, skill, and ability.

2. The vacancy on the evening shift created by this transfer will be filled with the next senior employee on the list who does not presently hold a regular position.

*Should a transferred employee apply for and be awarded a posted position, the employee then forfeits all transfer rights laid out by this Letter of Understanding

Letter of Understanding # 10 – Aptitude Testing

The parties agree that a Joint Committee will be formed to choose an assessment tool that will be used when filling future Operator positions to assess skill and ability. This practice will come into effect once the committee chooses an appropriate assessment tool.

Letter of Understanding # 11 Re: Family Fish

The Company will endeavor to ensure employees have access to family fish every 2 weeks. However, the needs of the business may periodically interrupt this schedule.

Letter of Understanding # 12 Article 10.01 – Vacation Year

The company would like to align the vacation year with the payroll year of each year. We will work with the Union to find an acceptable solution to put this in place by the end of the 2012 calendar year. The new solution will only be implemented with mutual agreement of both parties.

Letter of Understanding # 13

Re: Temporary Workers for Lunenburg Hourly Plant Worker
(excluding skilled trades)

The Union (CAW – Local 1944) and the Company (High Liner Foods Inc.) agree to the following conditions regarding Temporary Workers:

1. Temporary workers will not be referred to as “relief workers” and will not gain seniority in the bargaining unit
2. Temporary worker cannot be used to defeat permanent manpower requirements
3. There will be no more than 12 temporary workers at one time
4. Temporary workers will be the first to be sent home if work becomes reduced during a shift.
5. All Bargaining unit members have to be utilized including relief crew before temporary workers can be brought in
6. Temporary workers cannot bump regular, or relief bargaining unit employees
7. Temporary workers will follow all safety practices, sanitary practices and plant rules
8. Temporary Workers will be receive the rate of pay for the classification in which they are working
9. Temporary Workers will be required to pay the appropriate dues to CAW- Canada
10. The Unit Chairperson, or designate, will monitor on a daily basis, with Management designate, the number of temporary workers being used, the area of the plant, and the shift in which they are working
11. Temporary workers will be scheduled for 8 hour shifts. They will not be offered overtime or holiday work unless all regular or relief employees are not available or have refused to work the overtime or holiday work
12. This agreement can be cancelled by either party at any time following a (2) week opportunity to reconcile any issue that may arise
13. Article 15.01 shall be applied first before Temporary Workers are use
14. Under no circumstances can the Temporary Workers be utilized during a legal strike
15. Human Resource Business Partner, Lunenburg Operations and Unit Chair Person, or designate to be kept informed all temporary worker requests
16. This agreement expires after 12 months and the Company and the Union will meet to review, extend or modify this agreement

Letter of Understanding # 14- Overtime Banking

This letter will confirm the agreement between High Liner Foods Inc. and CAW Local 1944 to implement a program for banking of overtime. This program will be for a one (1) year trial period. The following is the program that has been agreed to.

Employees will be able to bank overtime they earn into an overtime bank which can then be used for time off. Employees can accumulate up to 24 straight time hours in their overtime bank per year, which equates to 3 days off. Days off must be taken in full day 8 hour blocks.

What overtime is eligible?

Only overtime that is earned ***outside of a regular shift*** is eligible to be banked. This would include overtime earned before or after your regular shift and overtime earned on weekends that is outside of your regular schedule. This does not include overtime claimed due to missed breaks or weekend work that is a part of your regular work week.

How do I request my time to be banked?

Each department will have an Overtime Bank Request sheet posted where you can indicate the date and number of hours to bank.

How do I use my banked time?

Complete a request (just like a vacation request) and submit it to your Coach for approval.

What happens if I don't use my banked time?

Any unused time in your overtime bank will be paid out at the end of the year.

Please note: For 2012 you can accumulate 24 hours and use 24 hours before year end (Dec. 31st). Unused amounts will be paid out and your bank will refresh in 2013.

After one full year (May 2013) the Company will review the program and has the right to discontinue should it become difficult to manage.

Appendix "D"

Maintenance Supplement to Master Agreement

Preamble

The purpose of the following provisions is to deal with matters and issues as they relate to Maintenance personnel. These provisions are for purposes of setting out guidelines for Local Unit practices so as to ensure continuity within the Maintenance classifications and the continued job security of those persons in the Maintenance Division.

Joint Maintenance Committee

A one day meeting of the Joint Maintenance Committee will be held on a twice yearly basis to discuss matters of common concern surrounding the Upgrading Program. The agenda for the meeting will be decided in advance with input invited from the Union and Management. Any other maintenance issues will be dealt with at a local level in the Labour Management Committee.

Definitions

Maintenance - Shall be those persons whose responsibilities are to ensure the proper and safe maintenance of all machinery within the plant, associated equipment, and facilities.

Article 8 - Seniority

A separate seniority list for Maintenance personnel shall be maintained.

Persons bidding in from production shall be placed at the bottom of the Maintenance seniority list, but shall not be required to serve another probationary period.

Such new persons entering Maintenance shall move through the appropriate wage grid in accordance with the time requirements and job requirements in that particular classification/trade.

Maintenance personnel who go to production will be placed at the bottom of the production seniority list, but shall not be

required to serve another probationary period.

Maintenance employees who perform production work due to a lack of work in their respective trade and are recalled back to maintenance shall have their seniority reinstated on the maintenance seniority list as of the day they left the maintenance department.

Layoffs of more than seven (7) working days shall occur in accordance with the following.

- A) The most junior employee(s) within the affected trade classification shall be laid off first unless the junior employee has a certification, skill or ability that is necessary to the operation. In that case, the next junior employee (s) would be laid off.
- B) Then these affected junior employee(s) shall be entitled to bump the most junior employee(s) within the Maintenance Department providing they have the certification, skill and ability to perform the work in another trade classification.
- C) Company agrees to meet with trade representatives following capital budget approval to discuss pending projects, timelines and skilled trades participation.

Training Program

The Company shall provide regular income protection for those employees attending Company approved training or upgrading courses. Such income protection shall include guarantee of regular income. The Company will pay the lesser of \$50 per day and \$0.40 cents per kilometre, provided they use their own car or \$75 per day and hotel accommodations. Receipts to be provided for reimbursement of hotel accommodations.

Apprenticeship Program

- 1. Company will continue with present "Block Release".
- 2. Present employees will continue on the same wage conditions as presently apply.
- 3. Future "Block Release" will be paid the following after

successful completion of each block:

- Block 1 65% of Journeyman
- Block 2 75% of Journeyman
- Block 3 85% of Journeyman
- Block 4 100% of Journeyman

4. All other provisions of the Collective Agreement apply.

Tool And Clothing Expense Reimbursement

The Company will pay out a clothing allowance of \$250 per year and a tool allowance of \$225 per year to each eligible maintenance employee.

The Relief Engineer will receive a \$250 clothing allowance as tools are provided by the Company.

Article 12 - Hours Of Work

The regular work week shall be Monday through Friday, forty (40) hours per week, eight (8) hours per day.

Employees working ten (10) or twelve (12) hour shifts will be scheduled between Monday through Sunday.

Days off, regardless of shift schedules, shall be consecutive.

Breaks - Two (2) paid fifteen (15) minute breaks shall be granted to all persons.

Overtime -All work performed in excess of 12 consecutive hours shall be paid at the rate of two (2) times base rate for all hours worked in excess of twelve (12) for those people working on a twelve (12) hour shift.

All work performed in excess of 10 consecutive hours on a Saturday shall be paid at the rate of two (2) times base rate for all hours worked.

An employee normally scheduled on evening or night shift who is temporarily moved to day shift at the request of management will maintain any shift premiums they are currently receiving. This will not apply to employees who volunteer to change shifts.

Hours Of Work For Skilled Trades

The Company agrees that the new 12 hour shift schedules shall be posted and shall be filled in accordance with the following:

- A) No existing employee can be forced into this shift now or in the future.
- B) Holidays, overtime, vacation, and shift premiums as per present 12 hour shift.
- C) Hours of Work: 7:00 a.m. - 7:00 p.m. or 8:00 a.m. - 8:00 p.m.

As a result of this schedule, all other regular maintenance work shall be performed Monday to Friday, 8 hours per day, 40 hours per week.

Should the need of the skilled trade operation change in such a way as to require steady weekend workers, the Company and the Union shall meet to discuss the necessary changes for the implementation of such a work schedule and such agreement shall be by mutual agreement in writing.

The overtime schedule for Relief Stationary (Power) Engineer will be provided by the Chief Engineer.

Article 10 - Vacations

The Company will make every effort possible to ensure any maintenance employee who requests a two (2) week summer vacation (July and August) shall receive such vacation. The needs of the operation shall be considered when vacations are granted. For the Christmas/New Year's period, the Company will allow a minimum of 20% of the total skilled trades to take vacation. However, should the need arise; outside contractors will be used to do the work normally done by the absent employees.

Vacation pay shall be paid in accordance with the provisions of Article 10.

Maintenance vacation pay shall be paid at the rate of forty (40) hours pay per week or percentage (%), whichever is

greater, as provided in Article 10 of the Collective Agreement.

Boiler/Refrigeration personnel shall be paid their vacation pay based on forty-three (43) hours per week or the appropriate percentage, whichever is the greater.

Boiler/Refrigeration operators will not lose their overtime for the month if they miss one work day during their cycle.

Newly hired skilled trades employees that are hired before August 1st in a calendar year will be granted Five (5) days paid vacation to be taken before the end of that vacation year. After the first year they will follow the normal vacation formula.

Article 11 - Holidays

- A) Maintenance employees who work on a holiday named in Article 11 - Holidays will have the opportunity to take a day in lieu of Holiday pay at a later date.
- B) Deferred holidays must be taken prior to November 15th of each year. If deferred holidays are not taken by this date they will be paid out. Employees must give two weeks notice of their intention to take the holiday and approval must be received from the department. Deferred Holidays taken will not interfere with another employee's scheduled vacation.

Article 14 – Report & Call-out pay

Maintenance employees who are called at home will be paid thirty (30) minutes straight time as long as all of the following conditions are met:

- The call extends beyond a basic inquiry, and
 - The call is initiated by the coach or the coach has directed someone to call; or
 - The call is initiated by security and requires action and/or follow-up. Subsequent call(s) dealing with the same issue are not considered additional calls.

Prior to payment, these claims will be reviewed by the Maintenance Manager.

SIGNED at Lunenburg, Nova Scotia this 7th day of March, 2012.

On behalf of
the Company

K. Kerie
Skoul
K. Kerie
Ally Powers PO
Jim O'Brien
Lee Miller

On behalf of
the Union

Donna Conroy
Alan D. Sweth
Gary Ernst
Jim Boutil
Angela Eick
Marlynn B. Brock
Kevin P. Ross
Carla Byder