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EXP.	91	01	01
TERM.	93	12	31
NO. OF EMPLOYEES	1200		
NO. OF SEAMEN/EMPLOYEES	↓		

# LABOUR AGREEMENT

BETWEEN

**CONNORS BROS., LIMITED**

AND

**THE CHARLOTTE SEAFOOD  
EMPLOYEES ASSOCIATION**

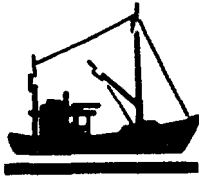
EFFECTIVE JANUARY 1, 1991  
TO DECEMBER 31, 1993



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THIS AGREEMENT effective the 1st day of January 1991, between CONNORS BROS., LIMITED, a body corporate, duly incorporated under the laws of the Province of New Brunswick, with Head Office therein at Blacks Harbour, in the County of Charlotte and Province of New Brunswick, hereinafter called the "COMPANY"; and THE CHARLOTTE SEAFOOD EMPLOYEES ASSOCIATION, a Committee representing the hourly and piece work paid employees of Connors Bros., Limited manufacturing plants located in Charlotte County, New Brunswick, hereinafter call the "COMMITTEE".

## **ARTICLE 1**

### **PURPOSE**

**1.01** It is the intent and the purpose of the parties hereto that this Agreement will provide a better economical, industrial and social relationship between employer and employees.

**1.02** To set forth the terms mutually agreed upon covering the wages, hours of work and conditions of employment.

## **ARTICLE 2**

### **RECOGNITION**

**2.01** The Company recognizes the Committee as the sole bargaining agent for all of their hourly and piece work paid employees engaged in the manufacturing operations, including Blacks Harbour Transfer and the Aquaculture Division, located in Charlotte County, save and except foremen, full time lead hands, supervisory staff, watchmen and security personnel, office staff, plant clerical staff, employees

in the retail operations and employees engaged in work of a confidential nature.

- (a) The Committee shall consist of representatives from all areas of the Company with the exception of the Head Office.
- (b) The members of the Committee shall be elected every 2nd year by secret ballot for a period of two years with half the Committee elected on even numbered years and the other half elected on the odd numbered years.
- (c) Agreed Rules of Conduct for Representatives and Grievance Committeemen:
  - (i) Representatives or Committeemen will be released during working hours only for the investigation of grievances or to attend meetings scheduled by the Company.
  - (ii) If a Representative or Committeeman wishes to be released to investigate a grievance, he will inform his foreman of the nature and place of the grievance, and request permission to be released.
  - (iii) Upon entering the department of a foreman other than his own, a Representative or committeeman will inform that foreman of the nature of the grievance he is investigating.
  - (iv) If requested by the Representative or Committeeman, the aggrieved employees may be released and the supervisor will mark *out* on the employee's card and note on this card that he is discussing his grievance.
  - (v) The Company will pay the Representative or Committeeman and aggrieved employee at

their regular straight time rates for such time spent processing grievances provided such activity takes place on the premises and that all requirements of these rules have been observed by the Representative or Committeeman and the aggrieved employee.

- (vi) A Representative or Committeeman who is investigating a grievance shall have his foreman mark on his card the fact that he is investigating a grievance. Upon return to his regular department, his foreman will verify his card and authorize payment at his regular straight time rate without premiums (packers at their waiting time rate).
- (vii) Grievances shall not be investigated or processed while the employees involved are working overtime.
- (viii) The Company shall not be responsible for the pay of any Committeeman or other employee represented by the Committee when involved in preparation for, or attendance at arbitration hearings at Step Four of the grievance procedure.
- (ix) It is mutually agreed that there shall be no abuse or excessive use of time spent investigating grievances.
- (x) Upon request of an officer of the Committee, Representatives or Committeemen will be released without loss of pay to attend Committee Meetings.

**2.02** No employee shall make any verbal or written agreement which may conflict with the provisions of this Agreement unless the agreement of the Committee is first obtained.

### **2.03 Committee Meetings:**

- (a) Full committee meetings will be held at least once every three months.
- (b) All area managers or their appointed supervisors agree to meet at least once per month with their area's elected representatives.
- (c) The Director of Industrial Relations will meet at least once per month with the Committee Executives.

## **ARTICLE 3 INTERPRETATION**

**3.01** Throughout this Agreement the masculine includes the feminine and the plural includes the singular and vice versa as the context may require.

**3.02** For the purposes of this Labour Agreement "Casual", when in reference to an employee, will be defined as being under the age of 18 and going to school and when in reference to work or a job, will be defined as a job which is temporary in nature.

### **3.03**

- (a) A lay-off is defined as a shortage of work exceeding five calendar days in duration. After having been notified of a layoff, the first day of normally scheduled work on which the notified employee does not work as a result of this layoff will be considered the first day of the layoff.
- (b) Reasonable is defined as free from bias, prejudice or discrimination; supervising without fear or favour; and acting without subterfuge or abuse.

- (c) **Temporary** is defined as that which is not permanent.
- (d) **Brother-in-law** is defined as the husband of one's sister or the brother of one's current spouse.
- (e) **Sister-in-law** is defined as the wife of one's brother or the sister of one's current spouse.

**3.04** For the purpose of this Labour Agreement, common-law spouse will be defined as a marriage relationship created by agreement and cohabitation between a man and a woman for a period of not less than twelve consecutive months.

**3.05** For the purpose of this Labour Agreement, the Deep Can is the '0.15" can.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

**4.01** Except to the extent abridged by the Seniority Rules, Grievance Procedures and other specific provisions of this Labour Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights and authority to manage the business, as such rights existed prior to the execution of this Agreement with the Committee. The enumeration of its rights and authority shall not be considered to exclude those not stated in the article.

**4.02** The sole and exclusive rights of Management which are not abridged by this Agreement shall include, but are not limited to:

- (a) its right to establish or continue policies, practices and procedures for the conduct of the business, and from time to time, to change or abolish such policies, practices or procedures;



- (b) to determine, and from time to time, redetermine, the number, location and types of its operations, and the methods, processes, and materials to be employed;
- (c) to discontinue processes or operations in whole or in part;
- (d) to transfer, sell or otherwise dispose of its business in whole or in part or to discontinue performance by employees of the Company;
- (e) to determine, and from time to time redetermine, the number of hours per day or per week operations shall be carried on;
- (f) to select and to determine, and from time to time redetermine, the number and types of employees required;
- (g) to assign work to such employees in accordance with the requirements determined by the Company;
- (h) to establish and change work schedules and assignments;
- (i) to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- (j) to make and enforce reasonable rules for the maintenance of discipline and protection of life and property;
- (k) to suspend, discharge, or otherwise discipline employees for just cause;
- (l) to take such measures as management may determine to be necessary for the orderly or economical operation of the Company's business;

- (m) to establish from time to time rules and regulations governing employment covered by this Labour Agreement, provided such rules are not inconsistent with the provisions of this Agreement; and
- (n) to introduce or to continue, and from time to time discontinue and re-introduce as management may determine to be necessary, an incentive plan.

## **ARTICLE 5**

### **SENIORITY**

**5.01** Seniority shall be based on combined, continuous service to the Company. For those employees in the bargaining unit at December 31, 1987 and still employed in the bargaining unit, their seniority shall mean accumulated service with the Company from the last date of hire. For those employees not in the bargaining unit on December 31, 1987 and transferred into the bargaining unit after this date, they shall receive from their last date of hire 50% credit for all time worked outside the bargaining unit prior to the completion of their first probationary period and full credit for any service from the date of their first transfer into the bargaining unit. A seniority list prepared by the Company shall be posted in each department and a copy supplied to the Committee on the 1st day of March in each year, showing for each employee:

(a) Name

(b) Seniority Date

Such seniority list shall contain the names of all persons having or retaining seniority.

**5.02** Each employee shall be permitted a period of fifteen (15) calendar days from the date of call back to protest any omissions or incorrect postings affecting his seniority.

**5.03** New employees will be regarded as probationary for the first 480 hours worked of their employment and shall have no seniority standing until completion of such probationary period. The probationary period must be completed within twelve months of the date of hire, or within a calendar year, or a new probationary period shall begin. Upon successful completion of the probationary period, the employee's seniority shall be dated as of the first day worked of the qualifying period.

(a) All non-bargaining unit employees upon becoming part of the bargaining unit will not exercise their seniority for a period of 480 working hours after becoming a member of the bargaining unit.

(b) A notice will be posted in the applicable department when a full time lead hand is appointed or is returned to the bargaining unit.

**5.04** Employees shall retain and accrue seniority:

(a) While on pregnancy leave or layoff not to exceed twelve months.

(b) While on Sick Leave or Workers' Compensation not to exceed twenty-four months. A letter will be sent to the employee, with a copy to his representative, giving him three months' notice. If an employee is off on Workers' Compensation and returns to work prior to the twenty-four month period expiring, works 240 or more hours, and goes out on the same compensation claim

as he was out on initially. the twenty-four month period will commence again.

- (c) **When on** approved leave of absence, as approved by the Industrial Relations Department.

**5.05** When as a result of having been successful for a job posting or transfer an employee moves to another department, he will for a period of **480** hours be entitled to return to his department of origin in accordance with his seniority; however, he will not be able to exercise his seniority in his new department for a period of **480** hours. This article will not restrict the Company's right to transfer the employee to any other department, including his department of origin.

**5.06** Employees shall lose all seniority if:

- (a) The employee quits or resigns. An employee is considered to quit if he does not report to work or notify the foreman or plant manager within (2) days of **his** absence: or applies for withdrawal of pension benefits or vacation pay to date.
- (b) The employee is discharged.
- (c) The employee fails to return to work following layoff within two **(2)** working days after being notified of the availability of work (except in the case of an employee who is employed elsewhere who is allowed one **(1)** week to report, if so requested).
- (d) The employee has not been recalled to work within twelve **(12)** months of his layoff. Employees who have not been recalled after eleven **(11)** months will receive a letter stating that if they are not recalled within one **(1)** month, their seniority will be lost; the President

of the Committee will receive a copy of this letter. Such letters will be sent by Registered Mail.

- (e) The employee fails to return to work at the expiration of an approved leave of absence, or indicates that he does not intend to return.
- (f) The employee knowingly makes false statement on application of leave of absence (i.e. sickness, pregnancy, etc.).

#### **5.07**

- (a) In making selections for layoffs and recalls from layoffs, seniority shall control provided the senior employee has the ability to do the available work. Layoffs and recalls shall be made on a departmental basis and there shall be no bumping. Notice of layoff will be given to the departmental representative within two (2) hours after the commencement of the last shift prior to the layoff. Notice of recall will be given to the departmental representative within twenty-four (24) hours after an employee has reported for work after recall from layoff. The representative shall be given reasonable time to review the layoff or recall list and may discuss it with the department supervisor.
- (b) After eight (8) months on layoff, an employee will be given preference to be hired in another department over part time or new employees if he has the ability to do the available work.

**5.08** In hiring to fill vacancies or new jobs, selections will be made on the basis of qualifications, efficiency and physical fitness. Where all other factors are relatively equal, seniority shall be the deciding factor. Where practical and possible, employees with

seniority will be given preference over the hiring of part time or new employees to fill posted vacancies, conditional that they can do the available work and fulfill the aforementioned conditions. Where practical and possible, part time employees will be given the preference over the hiring of new employees to fill posted vacancies, conditional that they can do the available work and fulfill the aforementioned conditions.

#### **5.09**

- (a) The purpose of a job posting is to make management aware of any qualified person who may be interested in a posted job.
- (b) The Company agrees to post all trade job openings and all apprentice trade job openings in all plants covered by this Labour Agreement. Other job openings that pay more than nine percent above the general labour rate will be posted in all plants covered by this Labour Agreement. Jobs that pay more than six percent above the general labour rate will be posted in their respective plants. This does not rule out other people who may want to apply for the job opening.

**5.10** Suitable dates for vacations shall be arranged between employees and the appropriate Company personnel. Once a vacation schedule has been approved and posted, the Company shall not change it without the employee's agreement except in the case of an emergency and then it will be mutually agreed as to the new date. If there is any conflict between two or more employees with respect to allocation of vacations, preference shall be given to the senior employee. However, preference will be

given to the junior employee's first two weeks versus the senior employee's third, fourth or fifth weeks.

**5.11** Where practical and possible, it will be Company practice to give employees who are on Workers' Compensation available vacancies which they can perform; however, they will not replace more senior employees who normally perform these jobs nor will this work be of a nature which may hamper the recovery or aggravate the injury, and must be approved by the employee's attending physician. (It should be noted that when offering employees these jobs, seniority may not necessarily apply for filling these vacancies.)

## **ARTICLE 6 VACATIONS**

**6.01** The vacation year shall be from January 1st to December 31st.

**6.02** No vacations shall be taken without the consent of the Company which will endeavour to meet the wishes of the individual employee. The Plant Manager shall make the decision as to exactly when and how many consecutive weeks vacation an employee will take; however, he will not force anyone to take his vacation prior to October 30th of the calendar year.

**6.03** All eligible employees shall receive a vacation pay of ten percent (10%) of their prior year's earnings. To be eligible for ten percent (10%) vacation pay, an employee must:

- (a) have twenty seven (27) years consecutive service with the Company. Credit for one year of service will be given to any employee who

works eighty percent (80%) of the time work was available in a given year. Time off for illness or being on Workers' Compensation will be considered time worked.

- (b) not have worked for another employer at a time when work was available with the Company. Such employment will automatically cause an employee to forfeit all previously accumulated benefits.
- (c) have worked in every year during the period under consideration unless she had leave of absence due to pregnancy. A pregnancy leave shall not exceed twelve (12) months for each child.

**6.04** All eligible employees shall receive a vacation pay of eight percent (8%) of their prior year's earnings. To be eligible for eight percent (8%) vacation pay, an employee must:

- (a) have thirteen (13) years consecutive service with the Company in 1991, or twelve (12) years consecutive service with the Company in 1992 and subsequent years. Credit for one year of service will be given to any employee who works eighty percent (80%) of the time work was available in a given year. Time off for illness or being on Workers' Compensation will be considered time worked.
- (b) not have worked for another employer at a time when work was available with the Company. Such employment will automatically cause an employee to forfeit all previously accumulated benefits.
- (c) have worked in every year during the period under consideration unless she had leave of



absence due to pregnancy. A pregnancy leave shall not exceed twelve (12) months for each child.

**6.05** All eligible employees shall receive a vacation pay of six percent (6%) of their prior year's earnings. To be eligible for a six percent (6%) vacation pay, an employee must:

- (a) have six (6) years consecutive service with the Company. Credit for one year of service will be given to any employee who worked eighty percent (80%) of the time work was available in a given year. Time off for illness or being on Workers' Compensation will be considered time worked.
- (b) not have worked for another employer at a time when work was available with the Company. Such employment will automatically cause an employee to forfeit all previously accumulated benefits.
- (c) have worked in every year during the period under consideration unless she had leave of absence due to pregnancy. A pregnancy leave shall not exceed twelve (12) months for each child.

**6.06** All employees who are not eligible for ten percent (10%), eight percent (8%) or six percent (6%) vacation pay (see Articles 6.03, 6.04, and 6.05) will receive vacation pay of four percent (4%) of their previous year's earnings.

**6.07** An employee who works two hundred and twenty-five (225) days or more will be classified as a steady employee and, as such, must take two (2) weeks time off for a vacation if he receives a four percent (4%) vacation pay, three (3) weeks time off

for a vacation if he receives a six percent (6%) vacation pay, or four weeks time off for a vacation if he receives an eight percent (8%) vacation pay. An employee eligible for ten percent (**10%**) vacation pay will receive four weeks time off for vacation and a maximum of one additional week at the Company's discretion.

**6.08** If an employee works less than two hundred and twenty-five (225) days, he may be permitted to take time off equivalent to vacation time earned or he may just receive vacation pay without any time off.

**6.09** For any vacation, an employee must have completed the required number of years service before he starts the vacation year for which he is eligible.

**6.10** Vacation pay will be paid in one week increments at a mutually agreeable time.

## **ARTICLE 7**

### **HOLIDAYS**

**7.01** All eligible employees will be paid eight (8) hours at their current straight time regular rate for each of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
New Brunswick Day	Boxing Day

**Note:** Employees on a regularly scheduled shift other than eight hours will be paid for their regularly scheduled number of hours should they **lose** these hours because of the scheduled holiday; otherwise they will receive eight hours pay.

**7.02** Piece work paid employees will be paid eight (8) hours at the waiting time rate.

**7.03** To be eligible for the above holidays with pay, an employee must have seniority status and must have worked on one of the seven calendar days immediately preceding the date on which the holiday is observed.

**7.04** Except for Dominion Day and New Brunswick Day, it is Company policy definitely not to pack on these holidays.

**7.05** Employees required to work on paid holidays will be paid for the holiday plus double time for all hours worked on holidays.

**7.06** If one of the holidays, with the exception of Boxing Day, falls on Saturday or Sunday, it shall be observed on the following Monday. If Boxing Day falls on Saturday, Sunday or Monday, it will be a management decision whether it will be observed or not; however, it will be paid for in either event.

**7.07** An employee who is on vacation at the time of a paid holiday(s) will receive his pay for the holiday(s) and may, if he so desires, take an extra day(s) vacation prior to or after his vacation.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE & ARBITRATION**

**8.01** A grievance is defined as an alleged violation of a specific article or section of this Labour Agreement. If any such grievance arises, there shall be no stoppage or suspension of work or discriminatory action by the Company because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedure:

- (a) After the Director of Industrial Relations becomes aware of an offence, the Company shall within five (5) working days either take disciplinary action or notify the offender(s) that disciplinary action is being contemplated.
- (b) The time limits may be extended by mutual agreement and shall exclude Saturdays, Sundays and holidays.

**8.02 Step One:** Within five (5) days of the time a grievance arises, the employee alone or with the assistance of a Representative, may present the grievance to his foreman or supervisor. Within two (2) days after the presentation of the grievance, the foreman or supervisor shall give his answer orally to the employee **and the** Representative involved or to the Committee President and the Representative involved. Any grievance which cannot be adjusted at Step One shall be referred to the Committee President or his alternate and committed to writing for adjustment at the next step.

**8.03 Step Two:** If the grievance is not resolved at Step One, the Committee President may, within five (5) working days of receipt of the foreman's or supervisor's answer, submit to the Plant Manager a signed, written statement of grievance (Exhibit A). Upon receipt of the written grievance, the Plant Manager or his designated Representative shall within three (3) days meet with the Committee President or his designated representative and, if necessary, the Representative concerned to attempt to resolve the grievance. The Company representative shall give the committee President or his alternate an answer in writing no later than three (3) days after the above mentioned meeting.

**8.04 Step Three:** If the grievance is not resolved at Step Two, representatives of the Company shall within seven (7) days meet with the Committee President, or his designated representative, and such other representative of the Committee as may be designated, accompanied by the representative from the department or the employee involved.

**8.05 Step Four:** If a satisfactory disposition of the grievance is not made as a result of the meeting(s) provided for in Step Three, either the Company or the Committee, by written notice to the other, shall have the right to appeal the dispute to arbitration as hereinafter provided. Such notice of appeal must be given within ten(10) days from the date of the Company's answer provided for in Step Three above.

**8.06** Grievances affecting more than two (2) employees may be treated as a group grievance submitted by the local Committee President and will be submitted in writing at Step Two within ~~six~~ (6) days of the occurrence giving rise to the grievance.

**8.07** The Notice of Intention to Arbitrate shall state the matter at issue, identify the articles of the Agreement alleged to be violated, state the contention of the employee and the Committee with respect to these provisions and indicate the remedy sought.

**8.08** Within five (5) days after the date of delivery of the Notice of Intention to Arbitrate, both parties shall meet to agree on the selection of the Arbitrator.

**8.09** If within five (5) days the parties cannot reach agreement on selection of the Arbitrator then either party may request the Minister of Labour of the Province of New Brunswick to appoint an Arbitrator.

**8.10 Power of the Arbitrator.** It shall be the function of the Arbitrator to make decisions in cases of alleged violation of specific articles and sections of the Agreement.

- (a) The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (b) The powers of the Arbitrator shall be limited to deciding whether either party has violated the express articles or sections of the Agreement. He shall not imply obligations and conditions binding upon the Company from this Agreement, it being specifically understood that any matter not specifically set forth herein remains within the reserved rights of the Company.
- (c) In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred to the parties without decision or recommendation on its merits.
- (d) Claims for Back Pay. The Company shall not be required to pay back wages for more than five (5) days prior to the date the grievance was filed.
  - (i) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of the back pay.
  - (ii) No decision in any case shall require a retroactive wage adjustment in any other case.

(iii) In a disciplinary case, the arbitrator shall have the power to order a reduced penalty.

**8.11** There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Committee, its members, the employee(s) involved, and the Company. The Committee and the Company shall discourage any attempt by its members, and shall not encourage or co-operate with any of its members in an appeal to any court or labour board regarding the decision of an Arbitrator.

**8.12** The fees and expenses of the Arbitrator shall be shared equally by the Company and the Committee. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## **ARTICLE 9**

### **STRIKES & LOCKOUTS**

**9.01** During the term of this Agreement, the Committee will not authorize, promote, direct, condone or encourage any slowdown or other curtailment or restriction of production or interference with work in or about the Company's plants or premises nor will employees take part in any such action.

**9.02** During the life of this Agreement, the Committee will not authorize, promote, direct, condone or encourage any strike, sit down, stoppage or suspension of work, complete or partial, for any reason by employees covered by this Agreement, nor will the employees take part in such action.

**9.03** During the Life of this Agreement, the Company will not lock out employees.

**9.04** During the course of negotiations for a renewal or extension of the Agreement, the Committee will not authorize, promote, direct, condone or encourage a strike of employees, nor will employees take part in such action. During this period, the Company will not lock out employees *or* change any of the provisions of this Agreement.

**9.05** In the event of a strike *or* stoppage of work, the Committee agrees that no attempt will be made by the Committee to interfere in any way with the movement of engineers which would prevent them from performing their work in connection with the operation of plant refrigeration or heating units. Further, the Committee agrees that sufficient notice (not to exceed 7 days) will be given to the Company pending action and that necessary services will be allowed to continue to ensure that there is no spoilage or deterioration of fish on hand, raw material, semi-finished or stored products on the premises, and that safety and security services can be maintained at all times, but shall not include the shipping of finished products after the start of a strike.

**9.06** In the event of an emergency during a strike, the Company will call out the employees required to carry out all necessary repairs and they shall report when so requested by the Company.

**9.07** Employees who violate the provision of Article 9 shall have created a cause for disciplinary action including discharge. Any claim by any party against the other of a violation of this article shall be subject to arbitration as provided under the Grievance Procedure & Arbitration article of this Agreement.



**9.08** In the event that the procedure for settlement of contract negotiations has been completed in accordance with the Labour Relations Act, the Committee agrees to give the Company seven (7) days written notice of its intention to strike.

#### *ARTICLE 10*

#### **INSURANCE**

**10.01** The Company agrees to administer the Long Term Disability Plan as presented and approved by the Committee effective June 1, 1980 for all employees joining and contributing to this plan after this date.

**10.02** The Company agrees to administer and pay 75% of the premium for all employees joining a Life Insurance/A. D. & D. Plan consisting of the following coverage:

Employee	\$10,000
Spouse	\$ 5,000
Children	\$ 2,500

#### *ARTICLE 11*

#### **ABSENTEEISM**

**11.01** Regular attendance at work is necessary for efficiency of operations. The absence of an employee without notification is considered indifference to the interests of the Company and fellow employees.

**11.02** An employee absent because of illness or injury shall notify the Company of the illness or injury within one hour after the commencement of his shift.

**11.03** Absence without cause shall justify a warning in the first instance and possible suspension or discharge in the second instance. Any disciplinary

action over one year old will not be used for determining subsequent disciplinary action.

**11.04** Article 11.03 will be in force except where there is a formalized demerit system in force. In this instance, only the demerit system will apply.

## **ARTICLE 12**

### **TIME OFF**

**12.01** A reasonable amount of time off without pay or penalty will be granted to all employees based on the following conditions:

- a) An employee must receive permission from his supervisor prior to taking time off. See Appendix "F" for Request For Absence Authorization form.
- b) Not more than five percent (5%) of the employees in any one department may request time off for any one day.

**12.02** Bereavement leave of three (3) days with pay will be granted for deaths in the immediate family. The immediate family is defined as spouse (including common-law spouse), mother, father, sister, brother, sons and daughters (including still-born), mother-in-law, father-in-law, grandmother, grandfather, grandchildren, son-in-law and daughter-in-law. Bereavement leave of one (1) day will be granted upon the death of a brother-in-law or sister-in-law.

- a) Leave shall be a maximum of three (3) days, shall not include weekends (excluding shift work employees) and shall include only those days when work was available.
- b) Leave must fall between the time of death and burial and include the day of the funeral.

- c) Employees other than the immediate family who are required to serve as pallbearers will be paid four **(4)** hours at their regular hourly rate the day of the funeral should this day fall on a day they would normally have worked.
- d) Paid leave shall be only granted for those having been an employee for a minimum of sixty (60) calendar days.
- e) Paid leave shall only be for those qualified employees who attend the funeral.

**12.03** If an employee is injured at work and is required to go to a hospital or clinic for treatment on the day of injury, and if he reports back promptly to work that day, he shall be paid for the time missed while under treatment or awaiting treatment.

**12.04** An eligible employee required to be absent from work by reason of jury duty shall be paid the difference between jury pay and his regularly scheduled hours during the time he was absent on jury day. To be eligible for this benefit, the employee must have been employed by the Company, or available for **work**, the sixty (60) calendar days prior to being called for jury duty and must have worked ninety percent (90%) of the hours work was available.

### **ARTICLE 13**

#### **TIME CLOCKS**

#### **13.01**

- a) Time clocks may be installed in the plants to be used by the employees.
- b) Any employee punching another employee's card will be dismissed.

**ARTICLE 14**  
**UNIFORMS & SUPPLIES**

**14.01** All employees working in food processing areas will be provided one **(1)** free uniform or smock each year, and the employee will be required to purchase additional uniforms or smocks as required by the Company. Employees in other areas will be provided up to one **(1)** free uniform per year upon purchase of a uniform.

- a) **Baader** Machine Operators will receive nylon gloves and rubber gloves as required and will receive two **(2)** aprons every one hundred days worked.
- b) **Precooker** workers and **Clean-Up** Crew shall receive rubber boots and rubber gloves when a worn out pair is turned in. The **Cage Site** and **Wet End** workers will receive rubber gloves when a worn pair is turned in.
- c) Three **(3)** hairnets per month will be provided to employees required to wear them.
- d) Where employees work in an area of abnormally high noise levels, the Company will supply five pairs of hearing protection for each one hundred **(100)** days worked.
- e) **Snack Line** workers will receive two **(2)** aprons and one **(1)** packer's hat, and five **(5)** pairs of nylon gloves for those that use them each one hundred **(100)** days worked.
- f) The Company will provide those employees who require them in the **Wet End**, on cage sites and hatchery workers oil clothes or rain gear of enduring quality for their use: however, they will remain the property of the Company.

**14.02** The employees will be expected to buy such additional uniforms or smocks, hairnets and/or other supplies as they may require them.

**14.03** The Company will provide at twenty-five percent (25%) less than cost (maximum of \$25.00 per pair) on the purchase of two (2) pairs of CSA approved safety boots to all employees who wish to purchase them for their own use. For employees in the Sealing Room, Can Shop, Gasket Room, Machine Shop, Fishmeal, all Maintenance Departments and Wet End workers, the Company will provide at twenty-five percent (25%) less than cost (maximum of \$25.00 per pair) on the purchase of four (4) pairs of CSA approved safety boots/steel toed rubber boots.

**14.04** The Company will provide safety helmets for all employees who require them. If an employee loses a helmet, he will be expected to replace it at his own cost.

**14.05** Employees who use coveralls regularly (see Appendix "D") will be provided one (1) free pair with each purchase (maximum of two (2) pairs annually). Employees in the Welding Shop, Maintenance Crew, Fishfeed and Fishmeal will be provided up to a maximum of three (3) pairs annually. The Company will provide at 25% less than cost on the purchase of one (1) pair of insulated coveralls per year to all employees who require them in areas listed in Appendix "E".

**14.06** The Company will provide packers with reasonable amounts of tape as required for packing.

**14.07** Light plastic gloves will be supplied to packers (including SAP Line) who request them.

**14.08** Full time packers will be supplied two (2) pairs of scissors, two dozen (24) pairs of nylon gloves,

three (3) aprons and one (1) packer's hat each one hundred (100) plant days packed. **All non-probationary full time packers are entitled to these supplies provided they use them in their work. SAP II** Line workers will receive two dozen (**24**) pairs of nylon gloves, three (3) aprons and one (1) packer's hat each one hundred (100) days packed.

**14.09** Busse workers will be supplied with replacement gloves when used ones are turned in.

**14.10** Employees who regularly use plastic aprons and cloth aprons will receive two (**2**) plastic aprons or one (1) cloth apron each one hundred days worked. Plastic sleeves will be issued as required when a worn out pair is turned in.

**14.11** The Company will be expected to keep sufficient supplies of articles in Article 14 at all times.

## **ARTICLE 15**

### **PAY DAY**

**15.01** Pay day will normally be Friday morning, with the exception of employees working the shift commencing in the afternoon or evenings. These employees will receive their pay prior to the conclusion of their shift on the day prior to the normal payday.

**15.02** On pay day, if employees have completed their work early, they will receive their pay prior to leaving for the day.

**15.03** If there is **no** work available on pay day, employees will be able to pick up their pay at ten a.m. on Friday.

**ARTICLE 16**  
**MISCELLANEOUS**

**16.01 Meal Allowance**

- a) All Employees working away from their normal place of work for a short period, which includes their lunch hour, will be paid a meal and/or travel allowance if they are required to purchase a meal and/or their own means of transportation.
- b) All employees working away from their normal place of work for an extended period of time and unable to return home for dinner will be asked to carry their noon lunch with them if they are returning home at the end of each work period.
- c) The Director of Industrial Relations shall review with the Committee President the required qualifications of a job posting prior to its being posted for jobs covered by this Labour Agreement.

**16.02 Tools**

- a) The Company agrees to replace tools which are broken on the job provided they are turned in when they are broken.
- b) The Company will pay fifty percent (50%) replacement cost for any tool lost or stolen up to a maximum of one hundred dollars (\$100.00) per annum for those employees required to use their own tools for work provided the value of the tools used by the employee exceeds one hundred fifty dollars (\$150.00). Liability under the clause shall relate only to tools on the list of tools filed by the employee with his

departmental supervisor. This list will include the estimated value of each item.

### **16.03 Licensing**

In view of the Provincial Licensing Requirements for electricians, welders and stationary engineers, the Company agrees to pay annual licensing fees for those employed by the Company in these trades.

### **16.04 Training Bonus**

Those employees who have received Company approval and are taking training in a provincially recognized trade will receive a bonus upon successful completion of a block (or modules equivalent to a block). This bonus will be equal to forty percent (**40%**) of the normal wages for an eight hour work day for each day trained. In each instance, approval must be received from the Industrial Relations Department prior to training taking place. Note: If an employee fails the block or modules exam(s) given at the approved training session, he is not entitled to any training bonus.

**16.05** It is understood, both parties having bargained in good faith, that during the term of this Labour Agreement the Committee will not seek benefits above those negotiated for in articles expressly covered by this Agreement. This is not intended to limit the rights of individual employees or the rights of the Provincial Employment Standards Director under Article 65.



**ARTICLE 17**  
**HOURS OF WORK**

**17.01**

- a) The normal work week for most employees shall be eight (8) hours per day for five (5) days exclusive of the lunch break.
- b) A regularly scheduled shift can be changed for the purposes of pay calculation by giving the employee 48 hours notice of a shift change or notification before the completion of his last regularly scheduled shift, whichever is the greater.

**17.02** The normal hours of work for most employees shall be from 7:30 a.m. to 4:15 p.m. with forty-five (45) minutes for lunch except where production needs require other scheduled starting times. Other exceptions will be employees in Grand Manan, Beaver Harbour, shift work employees, employees with a shift longer than eight (8) hours and truck drivers.

**17.03** All employees will be allowed two (2) regular rest periods during the normal working day: one (1) in the morning and one (1) in the afternoon. Rest periods are not to exceed fifteen minutes in duration and shall not be scheduled more than three (3) hours since the **last** break. If overtime is scheduled, a fifteen (15) minute rest period will be scheduled at the mid-point of an overtime period if the overtime period is to be three (3) hours or more in length.

**17.04** No employee will be required to work more than five (5) consecutive hours without being given time off for a meal. The time off shall be a minimum of

thirty (30) minutes to a maximum of one (1) hour. The employee will not be paid for this time.

**17.05** No employee will be required to work more than fourteen (14) hours in one day or more than twenty-six (26) hours in two consecutive days. Longer hours may be worked on a voluntary basis.

**17.06** No employee will be required to work after ten (10:00) p.m. if he is to be at work the next morning. Later hours may be worked on a voluntary basis.

**17.07** Any employee who works twelve (12) or more consecutive days and requests time off will be given up to two (2) days time off without pay. Should the employee, after having worked a minimum of twelve (12) consecutive days without time off, request one or two days time off before noon of the day prior and is required to work and does so, he will receive one hour penalty pay at his regular hourly rate for all hours worked to a total of eight hours for the first day and eight hours for the second day not given. No employee will be disciplined for not volunteering to work over twelve consecutive days.

## **ARTICLE 18 GUARANTEED PAY**

**18.01** When an employee is called in for work and no work is available or there is a power or mechanical failure, he will be guaranteed three (3) hours at his regular hourly rate of pay; for piece work paid employees, three (3) hours at their basic hourly rate. This regulation does not apply to any employee who has already accumulated a total of three (3) hours for that day; however, no employee will receive less than one hour's pay for any call out. The Company agrees

that if this occurs on Saturday, the waiting time will be paid at time and one-half ( $1\frac{1}{2}$ ) and if on a Sunday or a holiday, it will be double time.

**18.02** When packers and Baader machine operator!; are called in for production and work is more than one-half ( $\frac{1}{2}$ ) hour late starting, they will be paid for the time up to a maximum of two (2) hours.

**18.03** Waiting time of thirty (30)minutes or more for piece work paid employees and hourly paid employees during their shift will be paid at their. waiting time rate. If a lunch break other than their normally scheduled lunch break is required, employees must be notified beforehand.

## **ARTICLE 19**

### **SHIFT DIFFERENTIAL**

**19.01** Employees will be paid shift differential for all hours worked during a scheduled shift commencing at three (3:00) p.m. or later. Hourly paid employees will receive twenty-five (25) cents per hour in 1991 and 1992 and thirty cents (300) per hour in 1993 above their basic hourly rate. SAP II packers on piece work will be guaranteed a shift differential of three percent (3%) of their earnings.

**19.02** There will be no compounding of the shift differential premium.

## **ARTICLE 20**

### **OVERTIME**

**20.01** Overtime will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) to all employees for the hours worked over eight (8) hours Monday through Friday, provided it is not part of their regular work week. In the

Aquaculture Division in 1991, overtime will be paid at the rate of time and one-half (1<sup>1/2</sup>) to all employees for the hours worked over ten (10) hours per day or forty (40) hours per week. In the Aquaculture Division in 1992 and 1993, overtime will be paid at the rate of time and one-half (1<sup>1/2</sup>) to all employees for the hours worked over eight (8) hours per day or forty (40) hours per week.

**20.02** A rate of time and one-half (1<sup>1/2</sup>) will be paid to all employees who work on Saturday, provided that it is not part of their regular work week. In the Aquaculture Division, straight time will be paid for all hours worked on Saturday until 1993 when time and one-half (1<sup>1/2</sup>) will be paid to all employees who work Saturday, provided that it is not part of their regular work week. Time and one-half (1<sup>1/2</sup>) on top of time and one-half (1<sup>1/2</sup>) will not be paid after eight (8) hours.

**20.03** A rate of double the regular rate will be paid to all employees for all hours worked on Sunday provided it is not part of their regular work week. In the Aquaculture Division all hours worked on Sunday will be paid at straight time in 1991, time and one-half (1<sup>1/2</sup>) in 1992 and double time in 1993.

**20.04** For payroll purposes, the work week will commence Sunday morning at 0600 hours. Double time will be paid from 0600 hours Sunday to 0559 hours Monday.

**20.05** When overtime work is scheduled and this work is going to exceed one and one-half (1<sup>1/2</sup>) hours, the Company will give the employee at least one (1) hour's notice. If this one (1) hour's notice is not given, then the employee will be given his meal or will be supplied with a \$5.00 meal ticket (this does not apply

to emergency breakdowns). All employees who are requested to work will work unless a legitimate and acceptable reason is provided and permission granted to be absent. All inexcusable absences will be subject to disciplinary action.

**20.06** When overtime work is required, the Company will, subject to operational requirements, attempt to distribute the opportunity to work overtime equitably among all qualified employees in the department with seniority. Should no qualified employee in the department with seniority accept the opportunity, the Company may offer the opportunity to any qualified employee.

**20.07** No rate less than time and one-half ( $1\frac{1}{2}$ ) the regular rate will be paid to any employee for the completion of the full term of his shift provided the employee was eligible for time and one-half ( $1\frac{1}{2}$ ) during part of his shift and provided he has already worked eight (8) hours on the shift.

**20.08** Tractor trailer drivers will be paid time and one-half ( $1\frac{1}{2}$ ) after fifty (50) hours and straight truck drivers will be paid time and one-half ( $1\frac{1}{2}$ ) after forty (40) hours. The appropriate overtime rates are applicable on Saturdays, Sundays and holidays.

## **ARTICLE 21**

### **RATES OF PAY**

**21.01** It is agreed that Appendices "A", "B", "C", "D", "E" and "F" and Exhibit "A" form part of this Labour Agreement.

**21.02** Qualified packers will be guaranteed a minimum wage of five dollars and twenty-five cents (\$5.25) per hour in 1991, five dollars and fifty cents

(\$5.50) in 1992 and five dollars and seventy-five cents (\$5.75) in 1993. Probationary packers will be guaranteed a minimum wage of eight dollars (\$8.00) per hour for the first ten days and six dollars and fifty cents (\$6.50) for the second ten days. These guarantees will be calculated on a daily basis.

**21.03** All rates are based on the production methods in use at the present time. Should there be any change in these methods, the rates will be reviewed.

**21.04** The basic rate for classified jobs will be the same in all plants. These classified rates need apply only while the employee is actually performing such a classified job.

**21.05** With the exception of piece work paid employees, when an employee is transferred temporarily from his regular job to a job of lower classification, his regular rate will be maintained for five (5) calendar days. When an employee is transferred temporarily to a job of higher classification, he will receive the higher rate for all hours worked at the higher classification provided he performs the duties of the higher classification for a period of four (4) or more consecutive hours. In the instance of an hourly paid employee being temporarily transferred to a piece work paid job, his hourly rate will be maintained unless he requested such transfer or he volunteered. A temporary transfer is defined as any transfer which has not been designated as a permanent transfer.

**21.06**

- a) An employee will be reviewed when he becomes more qualified.
- b) To establish rates of pay for a new job classifications, a meeting will be held between Company representatives, including the Director

of Industrial Relations, and representatives, designated by the Committee to try to establish a rate. If this cannot be established, the Company will set a rate for a thirty (30) day probationary period. If this rate is appealed within that time, a further meeting will be held with the aforementioned groups, along with the Vice President of the appropriate division, to try to establish a satisfactory rate.

**21.07** A one and one quarter percent ( $1\frac{1}{4}\%$ ) wage adjustment will be paid to all seniority employees on all earnings earned between the date of the signing of this Agreement and November 30, 1991, with the exception of those earned at the casual rate or on the piece work guarantee. This adjustment will be calculated the week it is earned; however, the net accumulated for this period will not be paid until December 13, 1991.

**21.08** A one and one-half percent ( $1\frac{1}{2}\%$ ) wage adjustment will be paid to all seniority employees on all earnings earned between the period of January 1, 1992 and November 28, 1992 with the exception of those earned at the casual rate or on the piece work guarantee. This adjustment will be calculated the week it is earned; however, the net accumulated for this period will not be paid until December 11, 1992.

**21.09** A two percent (2%) wage adjustment will be paid on all earnings earned between the period of January 1, 1993 and November 27, 1993, with the exception of those earned at the casual rate or on the piece work guarantee. This adjustment will be calculated the week it is earned; however, the net accumulated for this period will not be paid until December 10, 1993.



**ARTICLE 22  
DISCIPLINE**

**22.01** The Company will not discharge, dismiss, suspend or otherwise discipline an employee except for just cause.

**22.02** In the instance of progressive discipline, any warnings referred to for disciplinary action will be warnings which are in writing, a copy of which will be given to the employee and his representative, and are entered into the employee's personnel record.

**ARTICLE 23  
TERMINATION OF AGREEMENT**

**23.01** This Agreement shall be effective from January 01, 1991 and remain in effect until December 31, 1993 and upon expiry, shall be automatically renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not more than ninety (90) calendar days and not less than thirty (30) days prior to the expiration of the Agreement or any renewal thereof.



## NEGOTIATING COMMITTEES

Company:

Charlotte Seafood  
Employee Association:


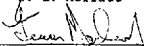
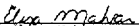
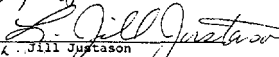
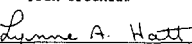
N. F. MacLeod  
J. L. Godin  
K. R. Kierstead  
L. F. Patterson  
G. Dutton

George Seeley  
Peter Moffatt  
Lynne A. Hatt  
L. Jill Justason  
Fran Greenlaw  
Eliza Mahar  
Randy Moses

Agreed to and accepted in Blacks Harbour, NB,  
this 1st day of May, 1991:

Connors Bros., Limited:

Charlotte Seafood  
Employee Association:

  
\_\_\_\_\_  
P. E. Moffatt  
\_\_\_\_\_  
N. F. MacLeod  
\_\_\_\_\_  
J. L. Godin  
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Peter Moffatt, Pres.  
\_\_\_\_\_  
Eliza Mahar  
\_\_\_\_\_  
Randy Moses  
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L. Jill Justason  
\_\_\_\_\_  
Fran Greenlaw  
\_\_\_\_\_  
Lynne A. Hatt

**APPENDIX "A"**

		<b>Rate Per Hour Effective</b>		
		<b>(Not including adjustment)</b>		
		<b>01 Jan 91</b>	<b>01 Jan 92</b>	<b>01 Jan 93</b>
Gr.1	Casual Labour	5.25	5.25	5.25
Gr.2	Can Seam Charter, Container Inspector, <i>Machine</i> Worker, Packaging Belt Inspector <i>Base</i>	8.33	8.68	9.05
Gr.3	Picking Off Inspector	8.49	8.85	9.23
Gr.4	Baader 33 Feeder, Clean up Janitor (Plants), Snack Line Worker	8.63	9.00	9.38
Gr.5	Busse Loader Worker, Busse Unloader Worker	8.99	9.37	9.77
Gr.6	Apprentice Machinist Probationary, Busse Loader	9.25	9.64	10.05

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**APPENDIX "A"**

		<b>Rate Per Hour Effective</b> (Not including adjustment)		
		<b>01 Jan 91</b>	<b>01 Jan 92</b>	<b>01 Jan 93</b>
Gr.7	S.A.P. II Tray Off Operator	9.38	9.78	10.20
Gr. 8	Boxing Off Cans, Busse Unloader Operator, Can Washer Operator (#10), Carpenter Class V, Clean Up Crew, Control Tank Operator, Labelling Machine Operator-1 Machine, Labelling Room Tally Man, Lift Truck Operator Class II, Packing Room Tally Man Class II, Painter-Interior, Pan Station Operator, Precooker Operator, Retort Hauler, Sealing Machine Feeder, Sealing Machine Operator, Shipping Room Inspector, Tray Pack Machine Operator, Weigher	9.52	9.92	10.34
Gr. 9	Checker Class II, Tank Operator, Truck Driver IV	9.64	10.05	10.48

**APPENDIX "A"**

**Rate Per Hour Effective**  
(Not including adjustment)

01 Jan 91 | 01 Jan 92 | 01 Jan 93

41

By-products Operator Class V, Compound Greaser, Grading Room Operator, Heavy Equipment Operator Class III, Industrial Canning Mechanic Trainee VA, Labelling Machine Operator 2 Machines, Marine Mechanic Class V, Packing Room Tally Man Class I, Plate Freezer Operator, Plumber Class IV, Pollution Room Operator, Production Equipment Mechanic Class VA, Pumping Station Operator: Refrigeration Operator Class IV, Retort Operator Helper, Sauce Room Operator, Tally Man, Welder Class V			10.54
Gr. 11 Automotive Mechanic Class IV, Lift Truck Operator Class I	9.83	10.25	10.69

**APPENDIX "A"**

	<b>Rate Per Hour Effective</b>		
	(Not including adjustment) 01 Jan 91	(Not including adjustment) 01 Jan 92	(Not including adjustment) 01 Jan 93
Gr. 12 Apprentice Machinist VA, Electrician Class IV, Hoister Class II, Industrial Canning Mechanic Trainee IV, Production Equipment Mechanic Class IV, Scooper	9.94	10.36	10.80
Gr. 13 Bagger I, By-products Operator Class IV, Checker Class I, Quality Checker, Thomas Loader Operator	10.02	10.45	10.80
Gr. 14 Boat Builder Class IV, By-Products Operator Class III, Carpenter Class IV, Electrical-Driver & Maintenance, Electrician Class III, Heavy Equipment Operator Class II, Hoister Class I, Lift Truck Operator Class IA, Marine Mechanic Class IV, Plumber Class III, Refrigeration Operator Class III, Retort Operator Class I, Stationary Engineer Class IV, Truck Driver Class III, Truck Driver Class II, Welder Class IV	10.17	10.60	11.05

**APPENDIX "A"**

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	<b>Rate Per Hour Effective</b> (Not including adjustment)		
	<b>01 Jan 91</b>	<b>01 Jan 92</b>	<b>01 Jan 93</b>
Gr. 15 Apprentice Machinist IV, Automotive Mechanic Class III, By-Products Operator Class II, Carpenter Class III, Industrial Canning Mechanic Trainee IVA, Production Equipment Mechanic Class IVA, Truck Driver Class I	10.41	10.85	11.31
Gr. 16 Boat Builder Class III	10.66	11.11	11.58
Gr. 17 Apprentice Machinist IVA, Carpenter Class II, Marine Mechanic Class III, Carpenter Class II, Industrial Canning Mechanic Trainee III, Marine Mechanic Class III, Plumber Class II, Production Equipment Mechanic Class III, Refrigeration Operator Class II, Welder Class III	10.73	11.19	11.67
Gr. 18 By Products Maintenance Class I, By-Products Operator Class I, Heavy Equipment Operator Class I	11.04	11.51	12.00

**APPENDIX "A"****Rate Per Hour Effective**  
(Not including adjustment)**01 Jan 91**   **01 Jan 92**   **01 Jan 93**

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Gr. 19	Apprentice Machinist III, Automotive Mechanic Class II, Boat Builder Class II, Electrician Class II, Industrial Canning Mechanic Trainee IIIA, Production Equipment Mechanic Class IIIA, Refrigeration Operator Class I, Service Operator, Stationary Engineer Class III, Welder Class II	11.23	11.71	12.21
Gr. 20	By-products Maintenance Class IA, By-products Operator IA, Carpenter Class I	11.49	11.98	12.49
Gr. 21	Apprentice Machinist IIIA, Boat Builder Class I, Marine Mechanic Class II, Industrial Canning Mechanic Trainee II, Production Equipment Mechanic Class II	11.74	12.24	12.76
Gr. 22	Carpenter Class B	11.96	12.47	13.00

**APPENDIX "A"**

	Rate Per Hour Effective (Not including adjustment) 01 Jan 91	Rate Per Hour Effective (Including adjustment) 01 Jan 92	Rate Per Hour Effective (Including adjustment) 01 Jan 93
Gr. 23 Apprentice Machinist II, Electrician Class I, Marine Mechanic Class I, Plumber Class I, Production Equipment Mechanic Class IIA, Welder Class I	12.27	12.79	13.33
Gr. 24 Carpenter Class A	12.42	12.95	13.50
Gr. 25 Apprentice Machinist IIA, Automotive Mechanic Class I, Industrial Canning Mechanic Trainee I, Production Equipment Mechanic Class I	12.79	13.33	13.90
Gr. 26 Electrician Class C	13.01	13.56	14.14
Gr. 27 Machinist I, Production Equipment Mechanic Class B, Repair Maintenance Class B	13.36	13.93	14.52
Gr. 28 Electrician Class B	13.75	14.33	14.94



**APPENDIX "A"**

	Rate Per Hour Effective (Not including adjustment)		
	01 Jan 91	01 Jan 92	01 Jan 93
Gr. 29 General Machinist, Production Equipment Mechanic Class A, Repair Maintenance Class A	13.89	14.48	15.10
Gr. 30 Die Maker, Electrician Class A, Mechanic Operator Class B	14.44	15.05	15.69
Gr. 31 Die Maker A+, Electrician Class A+, Mechanic Operator Class A	15.30	15.95	16.63
<b>N.B.</b> Cold Storage workers, when working in the cold, will receive an additional twenty cents (20¢) per hour.			

**APPENDIX "B"**

**PACKING ROOM RATES  
SCISSOR PACK 1/4 CASES 100'S**

	Rate/Case/Hour Effective (Not including Adjustment)		
	Jan 1/91	Jan 1/92	Jan 1/93
2 .....	2.25	2.35	2.45
2 Deep Can .....	2.41	2.51	2.62
3 .....	2.39	2.49	2.59
3 Deep Can .....	2.57	2.68	2.80
4 .....	3.02	3.15	3.29
4 Deep Can .....	3.17	3.30	3.44
5-7 .....	3.65	3.80	3.97
5-7 Deep Can .....	3.77	3.93	4.10
8-9 .....	5.06	5.27	5.50
8-9 Deep Can .....	5.20	5.42	5.65
10-12 .....	5.67	5.91	6.16
10-12 Deep Can .....	5.84	6.09	6.34
13-17 .....	7.38	7.69	8.02
13-17 Deep Can .....	7.55	7.87	8.20
18 Up .....	9.19	9.59	9.99
Filletts .....	3.11	3.24	3.38
Steaks 6-8 .....	3.53	3.68	3.84
Steaks 9-12 .....	3.83	3.99	4.16
Steaks 13 Up .....	4.13	4.30	4.49
Nobbed Sardines 3 .....	1.09	1.14	1.19
Nobbed Sardines 4 .....	1.34	1.40	1.46
Nobbed Sardines 5-7.....	1.65	1.72	1.79
Nobbed Sardines 8-9.....	2.32	2.42	2.53

**APPENDIX "B"**

**PACKING ROOM RATES  
PACKING TOOL 1/4 CASES 100'S**

	Rate/Case/Hour Effective (Not including Adjustment)		
	Jan 1/91	Jan 1/92	Jan 1/93
2 .....	1.69	1.76	1.84
3 .....	1.79	1.87	1.95
3 Deep Can .....	1.93	2.01	2.10
4 .....	2.26	2.36	2.46
4 Deep Can .....	2.37	2.47	2.57
5-7 .....	2.73	2.85	2.97
5-7 Deep Can .....	2.85	2.97	3.09
8-9 .....	3.79	3.96	4.12
10-12.....	4.26	4.45	4.63
13-17.....	5.54	5.77	6.02
18 Up .....	6.28	6.54	6.82

**OVALS PER CASE 48'S**

Regular 3-4 .....	2.03	2.12	2.21
Regular 5-6 .....	2.25	2.35	2.45
Regular 7-8 .....	2.32	2.42	2.53
Nobbed 3-4 .....	1.30	1.36	1.42
Nobbed 5-6 .....	1.41	1.47	1.53
Snacks 100's Regular .....	2.32	2.42	2.53
Snacks 100's Butterfly .....	2.49	2.60	2.71
Snacks 100's Golden Smoked (Hourly) .....	8.63	9.00	9.38

**APPENDIX "B"**  
**PACKING ROOM RATES**  
**S.A.P. II 1/4 CASES 100'S**

	Rate/Case/Hour Effective (Not including Adjustment)		
	Jan 1/91	Jan 1/92	Jan 1/93
	2 .....	1.34	1.40
3 .....	1.44	1.50	1.56
4 .....	1.81	1.89	1.97
4-7 (Mixed) .....	2.00	2.09	2.18
5-7 .....	2.19	2.28	2.38
8-9 .....	3.03	3.16	3.30
10-12 .....	3.41	3.55	3.70
13-17 .....	4.43	4.62	4.82
18 Up .....	5.54	5.77	6.02

**HOURLY RATES FOR PACKERS:**

Holidays and Waiting Time .....8.63      9.00      9.38

Packers are probationary up to a maximum of 30 working days after being employed at which time their status will be reviewed.

**New Products**

A small number of employees will be designated as testers in order to determine a preliminary piece work rate; these testers will be paid at their equivalent rate that they would ordinarily have made on the regular production for the days they work on the new product. When a preliminary piece work rate is established and the packers are on the new product, they will guarantee their hourly rate on a daily basis until a final rate is established.

**APPENDIX "B"**  
**SHIPPING ROOM**

	Rate/Case/Hour Effective (Not including Adjustment)		
	Jan 1/91	Jan 1/92	Jan 1/93
Sardines 50's .....	0.18	0.18	0.19
Sardines 100's .....	0.35	0.37	0.39
Snacks .....	0.30	0.32	0.33
1-lb Ovals 24's .....	0.16	0.16	0.17
Hourly Picking Off .....	9.25	9.64	10.05

**LABELLING**

Snacks 100's .....	2.81	2.93	3.06
Key Wrapped .....	2.81	2.93	3.06
Keyless Wrapped .....	2.84	2.96	3.08
Oval 1 Label 48's .....	0.94	0.98	1.02
Haddies and Round .....	1.05	1.10	1.14
Keyless 100's .....	0.51	0.53	0.56
Oval 2 Label 24's .....	0.78	0.82	0.85
Key Carton .....	1.05	1.10	1.14
Hourly Rates (base) .....	8.26	8.61	8.97

**APPENDIX "C"**  
**AQUACULTURE DIVISION**

	Rate Per Hour Effective (Not including adjustment)		
	01 Jan 91	01 Jan 92	01 Jan 93
Marine Site Technician Class I	9.85	10.81	12.20
Refrigerator Operator	9.70	10.11	10.54
Lift Truck Operator	9.52	9.92	10.34
Hatchery Technician Class I, Fish Feed Technician Class I, Marine Site Technician Class II	9.33	10.27	11.66
Hatchery Technician Class II, Fish Feed Technician Class II	8.91	9.84	11.17
Hatchery Technician Class III, Fish Feed Technician Class III	8.39	9.29	10.54
Hatchery Technician Class IV, Fish Feed Technician Class IV, Processing Technician Class IA	8.13	9.02	10.34
Processing Technician Class I, General Labour	7.87	8.75	10.05
Processing Technician Class II	7.25	8.10	9.38
Casual Labour	5.25	5.25	5.25

**APPENDIX "D"**  
**COVERALLS**

Boiler Room  
Fishfeed  
Fishmeal  
Machine Shop  
Maintenance Crews (all plants)  
Sealing Machine Mechanics  
Warehouse  
Welding Shop  
Wet End

Note: This is the non-insulated style

**APPENDIX "E"**  
**COVERALLS**

Blast Freezer

Fishmeal Unloading Crew

Forklift Drivers (working outside)

Hatchery Workers (Lake Utopia)

Warehouse Workers (**who** work regularly outside)

**#10** Unloading Crew

**Note:** This is the insulated style.





# STATEMENT OF GRIEVANCE

PLANT: \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

DATE FILED: \_\_\_\_\_ DATE OF GRIEVANCE: \_\_\_\_\_

EMPLOYEE'S NAME: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ SUPERVISORS NAME \_\_\_\_\_

SUPERVISORS TITLE: \_\_\_\_\_

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TIME OF VIOLATION: \_\_\_\_\_  
(STARTED) \_\_\_\_\_ (ENDED)

OPERATION OR JOB INVOLVED: \_\_\_\_\_

DETAILS OF COMPLAINT, ARTICLE AND SECTION OF AGREEMENT VIOLATED

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..... CONTINUE ON OTHER SIDE IF NECESSARY .....

DATE \_\_\_\_\_ COMPLAINANT SIGNATURE: \_\_\_\_\_

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RECOMMENDED SETTLEMENT: \_\_\_\_\_

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DATE \_\_\_\_\_ PRESIDENT'S SIGNATURE: \_\_\_\_\_

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COMPANY ANSWER \_\_\_\_\_

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DATE: \_\_\_\_\_ AUTHORIZED COMPANY REP. SIGN: \_\_\_\_\_

HRO 13-88-08

## DUTIES OF A REPRESENTATIVE

Generally it is the duty of the representative to be a representative and protector of the interests of his fellow workers, uphold the terms of the Labour Agreement and promote the general welfare of the employees and the Company.

Specifically:

- a. To present and represent the interests of fellow workers for the specific area for which the representative is elected and the interests of all employees in as much as it affects their own department.
- b. To attend regular committee meetings.
- c. To appoint negotiating committee representatives and elect an executive.
- d. To familiarize themselves wholly with the Labour Agreement and to represent and uphold the terms of the agreement to both the Company and the employees.
- e. To carry out functions that may be assigned by the Committee as a whole; i.e. the membership, executive and the Company representative on the Committee.
- f. To act as a member of the safety committee if required.
- g. To attend regular monthly meetings with the company for your specific area.
- h. To advise employees of their rights.
- i. To represent and/or advise employees when participating in the grievance procedure.

Qualifications:

- a. Must be a full time employee of the Company.
- b. Must work in the area he represents.
- c. Cannot be a member of management.