

COLLECTIVE AGREEMENT

Between



FISHERY PRODUCTS INTERNATIONAL LIMITED
RIVERPORT, NOVA SCOTIA

And



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

January 1, **2002** - December 31, **2004**

PLANT

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COLLECTIVE AGREEMENT

BETWEEN:

FISHERY PRODUCTS INTERNATIONAL LIMITED
RIVERPORT DIVISION (PLANT)

(Hereinafter called the "Company")

AND:

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERALWORKERS
UNION OF CANADA (C.A.W. - CANADA)
AND ITS LOCAL 1944

(Hereinafter called the "Union")

PREAMBLE. It is the intent and purpose of the parties that this Agreement will promote and improve industrial and economic relations between the Company and its employees.

ARTICLE 1 - RECOGNITION

- 1:01 The Company recognizes the Union as the sole collective bargaining agency for all of its hourly paid employees (as defined in Schedule A) save and except foremen and above, office staff, sales personnel, supervisory personnel, plant guards, watchmen, plant clerical staff and employees engaged in a confidential capacity.
- 1:02 Persons in positions outside the bargaining unit shall not perform work done by classifications for which the working conditions are covered by this Agreement except for the purpose of demonstrating or instruction or in the event of a job no member of the bargaining unit is capable of performing.
- 1:03 The Company shall not make any individual Agreement with any member of the bargaining unit directly or indirectly in conflict with the provisions of this Agreement.
- 1:04 The terms and conditions of this Agreement shall be binding upon the Company, its officers and employees, upon the Union, its officers and members but shall not include work performed by sub-contractors who provide services of labour under contract with the Company. However, the Company agrees not to sub-contract or contract out work normally done by employees within the bargaining unit provided there are employees within the bargaining unit with the necessary skills and ability who are available to perform the work.
- 1:05 Throughout this Agreement, the masculine shall include the feminine and the singular shall include the plural as the context may require.

ARTICLE 2 - UNION SECURITY

- 2:01 The Company agrees to notify all employees of the existence of the Union in the plant and will recommend that all employees who are not now members of the Union shall become members and remain so in good standing. The Company recommends that all present employees who are now members of the Union shall remain members in good standing.
- 2:02 Employees will be required as a condition of employment to pay regular Union dues. Employees shall have an initiation fee deducted from their first pay following completion of their probationary period.
- 2:03 Upon hiring, each new employee shall be introduced to the appropriate Union Officer and issued a copy of this Collective Agreement.
- 2:04 No discrimination will be exercised in the employment, retention or working conditions of an employee because of membership in the Union, or for accepting positions, serving on Committees, or representing employees covered by this Agreement, or on grounds of colour, sex, age or religious or political affiliation.

ARTICLE 3 - CHECK-OFF

3:01 Dues will be deducted in accordance with the C.A.W. Constitution and shall be forwarded to the Financial Secretary of the C.A.W. Local 1944. The initiation fees and dues shall be collected and transmitted to the Financial Secretary of the Union together with a list of the amounts deducted from each employee.

ARTICLE 4 - UNION OFFICERS

4:01 The Local Union will appoint or otherwise select not more than three (3) employees to act as official representatives of the membership in dealing with the Company's management in matters pertaining to the proper administration of the Agreement during its term and a maximum of four (4) employees to negotiate a renewal of the Agreement upon its termination.

4:02 Union officers or representatives will not be permitted to leave their regular duties during normal working hours in order to deal with Union business without first obtaining permission from management. Such permission will not be unreasonably withheld.

4:03 Union officers or representatives will be granted a leave of absence without pay for the purpose of attending Union functions and meeting with management to negotiate a renewal of the Collective Agreement and during such absence, vacation and seniority rights shall continue to accumulate.

- 4:04 A C.A.W. National Representative or other official representative employed full or part-time by the Union, on occasion, with the permission of management may enter upon the premises of the Company during working hours to conduct necessary Union business. Such permisison will not be unreasonably withheld.
- 4:05 The Local Unit President shall receive a copy of any written warning to an employee. The record of any disciplinary action shall not be referred to or used against an employee after a period of six (6) months' work, during which time no disciplinary action has been taken and any record of disciplinary action shall be removed from the employee's personnel file.
- 4:06 The Company will contribute the sum of Three Hundred Dollars (\$300.00) by June 1st. of each year to the C.A.W. Paid Education Leave Program.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5:01 The Union agrees that in the event of any strike or cessation of work that it will maintain essential services such as heating and refrigeration so as to avoid any deterioration of any buildings, equipment or products. This paragraph is null and void if the Company attempts to operate the plant with non-Union labour.
- 5:02 The Company agrees that it will not cause or sanction a lock-out during the term of this Agreement.

5:03 The Union agrees to give the Company sufficient notice of any pending strike or stoppage of work to enable the Company to immediately recall all boats; and the Union will allow all necessary service to be continued until all fish from such boats are fully processed and the plant completely cleaned up. The above period will not exceed seven (7) days.

5:04 The Union agrees that in the event of any strike or cessation of work that it will maintain essential services such as heating and refrigeration so as to avoid any deterioration of any buildings, equipment or products. This paragraph is null and void if the Company attempts to operate the plant with non-Union labour.

ARTICLE 6 - VACATIONS

6:01 The vacation year for each employee shall be the calendar year; and the vacation benefits earned must be claimed during the following calendar year.

6:02 Individual vacation periods shall be scheduled throughout the year in such a manner as to avoid interference with production requirements and priority in selecting preferred periods shall be based on department seniority; however, the Company may elect to close the plant or any part of the operation for this purpose at any time.

6:03 Vacation benefits will be granted in accordance with the following schedule:

- a) Employees hired prior to December 31st. and having up to nine (9) months' continuous service in the preceding calendar year will receive a vacation pay allowance equal to four percent (4%) of their earnings in the preceding calendar year for a vacation period of one (1) day for each month of continuous service.

- b) Employees hired prior to April 1st. and having nine (9) months or more of continuous service by December 31st. of the preceding calendar year will receive a vacation pay allowance equal to four percent (4%) of their earnings in the preceding calendar year for a vacation period of two (2) weeks. For all following benefits, this period will be considered as the employee's first year of continuous service.

- c) Employees having three (3) years of continuous service by December 31st. of the preceding calendar year will receive a vacation pay allowance equal to four percent (4%) of their earnings in the preceding calendar year.

- d) Employees having six (6) years of continuous service by December 31st. of the preceding calendar year will receive a vacation pay allowance equal to six percent (6%) of their earnings in the preceding calendar year.

- e) Employees having fifteen (15) years of continuous service by December 31st. of the preceding calendar year will receive a vacation pay allowance equal to eight percent (8%) of their earnings in the preceding calendar year.

f) Vacation pay shall be paid on the pay day immediately prior to the week employees start vacation; or at the option of employees when they return from vacation. Provided the employee gives two (2) weeks' notice he may request that vacation pay be related to the actual vacation time being taken or, if more than two (2) weeks' vacation time is applicable, that the payment be made in conjunction with the regular pay period in four (4) installments. Vacation payments shall not be made in less than a weekly installment.

6:04 When one of the holidays referred to in Paragraph 7.01 of Article 7 occurs during an employee's vacation period, the period of the vacation may be lengthened by one working day at the option of the employee.

6:05 If employees feel they are entitled to the vacation benefits referred to in Paragraphs 6.03 (c), 6.03 (d), and 6.03 (e) above, then they must submit to the Company evidence to show that they have the required years of continuous service.

6:06 The term "continuous service" as used in this Agreement shall mean continuous uninterrupted employment with the Company; provided, however, that the following shall not be considered as interruptions of employment:

- a) Periods of layoff (provided the employee reported for work as soon as recalled).
- b) Periods while an employee is drawing Worker's Compensation payments.

- c) Duly authorized leaves of absence approved in advance by the Company and not exceeding two (2) months in any calendar year.
- d) Absences owing to illness or injury providing such absences do not exceed twelve (12) consecutive months (unless a longer period is agreed to by the Company) and a Doctor's Certificate is provided to the Company.

6:07 If an employee leaves the service of the Company or if the Company dismisses an employee, the Company will pay the employee for any unused period of vacation in accordance with the laws of Nova Scotia governing such matters.

6:08 Employees shall be required to complete and return to their supervisor a vacation request form, furnished by the Company, indicating vacation choice by April 15 of the year in question; preference shall be given to senior employees. However, employees requesting a change in their vacation choice after the April 15 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.

ARTICLE 7 - PLANT HOLIDAYS

7:01 The Company will pay an employee who otherwise qualifies and who has attained seniority with the Company, for eight (8) hours at the employee's current straight time basic rate for each of the following holidays:

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

7:02 To be eligible for holiday pay, the employee must have worked the last regular day that work was available prior to the holiday and the first regular day of available work following the holiday but in any case, such employee must have worked at least one (1) day within the immediate seven (7) days preceding the holiday except for the Christmas/New Year's holidays. An employee shall receive all their Christmas/New Year's holiday pay provided the employee worked one (1) day in the forty-five (45) days immediately preceding the holiday.

7:03 Despite any of the other provisions of this Article 7, it is agreed that any employee who has completed three (3) months of continuous service with the Company and is absent from work on any of the holidays referred to above as a result of an accident in the plant for which he is being paid Worker's Compensation shall receive holiday pay, provided the absence from work while on Worker's Compensation does not exceed nine (9) months.

ARTICLE 8 - HOURS OF WORK

8:01 The regular hours of work of the Company shall be eight (8) hours per day six (6) days per week, Monday to Saturday inclusive, exclusive of the lunch period, which is thirty (30) minutes. For the purpose of this Agreement the work week shall commence at 0000 hours on Sunday and finish at 2400 hours on the following Saturday. The first shift shall commence at 7:30 a.m. and terminate at 4:00 p.m.

The second shift shall commence at 4:30 p.m. and terminate at 1:00 a.m. Discharging personnel may be requested to start one hour earlier on shifts when work is available unless they are advised to the contrary. Any changes to the above schedules will be discussed with the Union.

8:02 Two (2) ten (10) minute rest periods will be scheduled during an eight (8) hour shift; one prior to the lunch period, and one following the lunch period. A warning signal will be sounded at eight (8) minutes of the rest period. The rest periods will be scheduled at 10:00 a.m. and 2:30 p.m. for the first shift; and at 7:00 p.m. and 11:30 p.m. for the second shift.

8:03 If overtime is scheduled after an eight (8) hour shift and the overtime is expected to continue for one hour or more, then a ten (10) minute break will be granted at the end of the eight (8) hour shift. If the overtime is not expected to last more than an hour, no break will be granted and ten (10) minutes will be added to the employees' time.

- 8:04 Individual employees will be expected to work a maximum of two (2) overtime assignments which occur on a Monday, Tuesday, Wednesday, or Thursday in any one (1) week. Overtime assignments occurring on other days of the week and assignments to individuals in excess of two (2) Monday through Thursday shall be voluntary and worked at the employee's discretion.
- 8:05 Notwithstanding this general policy, employees may request permission to be absent from overtime assignments they are expected to work and such permission will not be withheld unreasonably.
- 8:06 In addition, the Company will use its best efforts to avoid working overtime two days in a row, but it is understood that for reasons of quality, etc., that may not always be possible.
- 8:07 All hours worked on a regular scheduled shift shall be deemed to have been worked on the day in which the shift started. It is agreed that each work day will be considered to start at 0730.
- 8:08 Employees reporting for their regular shifts shall be paid a minimum of four (4) hours' pay at the appropriate rate, or for the number of hours the Company requires them to stand-by, whichever is greater.

ARTICLE 9 - OVERTIME

- 9:01 Time and one-half will be paid for all hours worked:
- a) in excess of eight (8) hours in one day Monday to Friday inclusive;
 - b) outside established schedules, Monday to Friday inclusive;
 - c) during regularly scheduled meal periods;
 - d) on Saturday; and
 - e) on the holidays specified in Paragraph 7:01 of this Agreement.
- 9:02 Double time will be paid for all hours on Sunday.

ARTICLE 10 - SENIORITY

- 10:01 Employees shall be considered probationary during the first thirty (30) working days, upon successful completion of the probationary period the employee's seniority shall be dated as of the most recent date of hire.
- 10:01:01 Seniority shall mean accumulated service from the most recent date of hire.
- 10:02 In matters concerning lay-off of employees, the Company shall select individuals as hereinafter provided on the basis of ability and

seniority. Ability shall be defined as the employee's capability of performing the work at hand satisfactorily so that production and efficiency will not suffer.

- a) For temporary lay-offs on a "work not available basis" - rotation of employees will be arranged.
- b) For a reduction of the work force for an extended or indefinite period, departmental seniority shall apply.

10:03 In matters concerning the promotion of employees, the Company shall select individuals on the basis of ability, and seniority; and, where the relative ability of two employees is equal, in the opinion of management, seniority shall govern.

10:04 Loss of seniority/service - An employee shall lose seniority/service for any of the following:

- a) An employee retires;
- b) An employee quits;
- c) An employee is terminated for just cause and such termination is not overturned by an Arbitrator;
- d) An employee is absent in excess of five (5) consecutive working days without a reason that is acceptable to the Company;

e) Lay-off in excess of twenty-four (24) months.

10:05 Severance Pay. If an employee is laid off, he shall be entitled to exercise his seniority for up to twenty-four (24) months in accordance with relevant provisions of this Agreement. During such period, provided he has at least ten (10) years' service, he shall have the right to elect to receive severance equal to five hundred dollars (\$500.00) per year of service, provided he resigns his employment with the Company and forfeits all rights under the Collective Agreement.

ARTICLE 11 - GENERAL PROVISIONS

11:01 The plant Labour/Management Committee will develop appropriate assistance programs for employees whose job security may be affected by dependency on alcohol or drugs.

11:02 Employees in the bargaining unit or a Union officer having written permission from an employee, upon signing a request form, shall have access to their personnel records no later than the following business day during office hours and shall, if requested, be provided with copies of material contained in such reports if pertinent to a pending arbitration.

11:03 Employees wishing to be transferred from one operating division to another (plant to scallop vessel), shall apply in writing to the manager. Such transfers are subject to the following conditions:

- I. Seniority accumulated in one division or at one specific location within a division is not transferrable to another division or location.
- II. Transfers are intended to be permanent and employees have no right to transfer back to their former location or position.
- III. Employees transferring from one operating division to another would have to complete the probationary requirement of the appropriate Collective Agreement.

11:04 When an employee has submitted a claim for Workers' Compensation payment or Weekly Indemnity, he may in the week following that application, make application to the Company for advance payments to a maximum of Two Hundred and Fifty Dollars (\$250.00) per week, to be paid to him by the Company prior to receipt of payments from Workers' Compensation or the Insurance Company. Should the Company accept the employee's application, it will advance to the employee during the following week, payments as requested. Should the Company not be prepared to accept an application by an employee, the Local Unit will be advised, before any final decision is made, to enable a review of the Company's concerns with respect to an individual employee's application. When an employee's application is accepted, the employee will be required to sign an appropriate repayment form.

ARTICLE 12 - TEMPORARY ASSIGNMENTS

- 12:01 Employees at the request of the Company shall perform assignments in other classifications as required.
- 12:02 Employees temporarily assigned to a position carrying a higher rate of pay than their regular classification shall be paid the rate for the higher pay classification.
- 12:03 Employees temporarily assigned to a position carrying a lower rate of pay than their regular classification shall be paid their regular rate provided there is work available to them in their regular classification.

ARTICLE 13 - LEAVE OF ABSENCE

- 13:01 The Company may grant a leave of absence without pay to an employee for legitimate personal business. Any such requests should be made as long in advance as possible.
- 13:02 The Company shall grant a leave of absence without pay to a maximum of one hundred and four (104) weeks to an employee for reasons of bonafide sickness including industrial accidents for which the employee is receiving compensation payments under the Worker's Compensation Act. It is understood that such leaves of absence may be extended at the Company's discretion.
- 13:03 A seniority employee requesting a leave of absence for compassionate reasons shall be granted such a leave in accordance with the following:

- I. In the event of a death in the employee's immediate family - spouse (including common law), legal guardian, child, parents, brother and sister, he shall receive three (3) consecutive calendar days' leave with pay, including the day of the funeral, calculated on the basis of the actual hours of work lost as a result of the leave.
- II. In the event of a death of an employee's grandchild, he shall be granted two (2) consecutive calendar days' leave with pay, including the day of the funeral, calculated on the basis of the actual hours of work lost as a result of the leave.
- III. In the event of a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent, an employee shall be granted one (1) days' leave with pay on the day of the funeral, calculated on the basis of the actual hours of work lost as a result of the leave.
- IV. Pay will not be granted with bereavement leave if an employee is receiving pay for time not worked as a result of vacation or paid statutory holiday pay, a current leave of absence, Workers Compensation, group insurance or lay-off at the time of the death of the relative.

ARTICLE 14 - CLOTHING AND SUPPLIES

14:01 The Company will provide an initial issue of the following items where the Company feels they are applicable:

- a) Safety hats, and one (1) helmet liner every twelve (12) months
- b) One (1) suit of rubber clothes (pants and jacket) for unloading crew and cullers, and one (1) set of safety rubber boots to be replaced when the worn-out item is returned
- c) Gloves for employees that regularly work as unloading crew, or as cullers

14:02 It is understood and agreed that rubber clothes, safety hats and gloves, will be replaced by the Company, free of charge, when the original item is presented showing it to be worn out from normal use in performing the work.

14:03 When an employee cannot present the worn out item, or the wear or damage is not considered, in the opinion of the foreman, to be from normal use on the job, the employee will be charged for the replacement.

14:04 Despite the above provisions, it is agreed that in any calendar year an employee will receive a maximum of two (2) suits of rubber clothes and three (3) pairs of gloves.

14:05 All items supplied by the Company in accordance with the above shall remain the property of the Company and are to be used in the carrying out of the employees' duties on Company property.

14:06 Any items supplied by the Company in accordance with the above, must be returned to the Company upon termination of employment, or sooner; and if they are not returned, the employee will be charged for them by way of deduction from pay.

ARTICLE 15 - GRIEVANCE PROCEDURE

15:01 The officers of the Union shall constitute the employee's grievance committee for the purpose of assisting in the adjustment of disputes between the parties concerning the interpretation or alleged violation of the terms of this Agreement.

15:02 When any employee has a grievance alleging that there has been a violation or misinterpretation of the Agreement, the employee and/or a member of the Grievance Committee, if the employee elects, shall discuss the matter with the foreman concerned, who shall give a decision thereon within twenty-four (24) hours.

15:03 If the grievance is not resolved by the foreman to the satisfaction of the grievor, then it shall be reduced to writing and submitted to the Production Manager within twenty-four (24) hours, who shall then meet with the Grievance Committee within forty-eight (48) hours and shall render a decision within twenty-four (24) hours of such meeting.

15:04 If the written grievance is not resolved by the Production Manager, then it may be referred to the Manager of the Company, or a designate within twenty-four (24) hours, who shall meet with the Grievance Committee within forty-eight (48) hours of receipt of the

grievance, and shall render a decision in writing within twenty-four (24) hours of such meeting.

15:05 Failing resolution of the grievance, an issue involving the interpretation or alleged violation of the Agreement may be referred to Arbitration in accordance with Article 17 within forty-eight (48) hours from the time that the Manager's decision is rendered or from the time when such decision is due. Notwithstanding the above, if after completing the procedure in Section 4, the Union has the right to report the grievance to the Head Office of the Company in an effort to resolve the grievance without reference to Arbitration.

15:06 The Company may refer any complaint or question it may have regarding the administration, interpretation or violation of this Agreement, or issues concerning the conduct of the Union and its officers to the Grievance Committee; and, if such matters are not settled to the Company's satisfaction, they may be referred to Arbitration in the same manner as the grievance of an employee.

15:07 The Union may refer any complaint or question it may have regarding the administration, interpretation or violation of this Agreement to such level of management as is appropriate in the circumstances. If such matters are not settled to the satisfaction of the Union, they may be referred to Arbitration in the same manner as the grievance of an employee.

15:08 The Company shall not discipline an employee without having just cause. Copies of all written warnings are to be sent to the employee in question and the Union.

15:09 Any disciplinary action taken by the employer with respect to an employee may be subject to the grievance procedure set out in this Agreement.

ARTICLE 16 - ARBITRATION

16:01 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 event of failure to reach agreement thereon, be referred by either party to Arbitration by an Arbitration Board. Where the Union and the Company mutually agree, a single Arbitrator may be appointed and act in lieu of an Arbitration Board as hereinafter provided.

16:02 The party desiring to submit a matter to Arbitration shall deliver to the other party a Notice of Intention to Arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.

16:03 Within ten (10) days after the date of delivery of the foregoing notice, the party initiating Arbitration shall notify the other party of the name of its representative on the Arbitration Board; and the other party shall appoint its representative within ten (10) days of receipt of this notification.

16:04 In the event that either party shall fail to appoint a representative to the Arbitration Board within the time provided, the other party may

request the Minister of Labour of the Province of Nova Scotia to appoint a representative on behalf of the defaulting party.

16:05 When the representatives have been appointed, they shall meet forthwith to choose a Chairman, who with the two (2) representatives, shall constitute the Arbitration Board.

16:06 Should the representatives fail within five (5) days to agree on a Chairman, the Minister of Labour of the Province of Nova Scotia may be requested by the representatives of either party to appoint a person who shall be Chairman of the Arbitration Board.

16:07 In the event the parties agree to proceed with a single Arbitrator, then they shall have five (5) days to agree on such Arbitrator; and, if they fail to do so, one may be appointed by the Minister of Labour on the application of either party. Once appointed, such Arbitrator shall have all powers provided herein for an Arbitration Board.

16:08 After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within twenty-one (21) days after the completion of taking evidence.

16:09 The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and Plant Holidays, and may be extended by mutual consent of the parties or by the Arbitration Board.

16:10 The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties; but in no event shall the Arbitration Board have the power to add to, subtract from, alter or

amend this Agreement in any respect. The Arbitration Board shall, however, have the authority to modify or substitute any penalty imposed by the employer in the case of a suspension exceeding six (6) days in which work was available for the employee, or dismissal.

16:11 Each party may pay its own costs and the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the Chairman shall be shared equally between the parties.

ARTICLE 17 - MANAGEMENT'S RIGHTS

17:01 All functions, rights, powers and authority which the Company has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Company.

ARTICLE 18 - TIME CLOCKS

18:01 Employees must proceed directly to the time clock after completing the task assigned them, unless they have been previously instructed to do another job.

ARTICLE 19 - NOTIFICATION AND CALL-OUT

19:01 When work is not available for the next regular shift of the employee or employees concerned, they shall be notified in the current shift by a notice posted on the bulletin board in the plant, and will not be required to report for work until notified by the Company that work is available, such notice to be conveyed to the employee by telephone or a notice posted in the above manner. In the event employees, through neglect on the part of the Company to properly notify them by a notice as provided above that work will not be available, report at the usual time for their regular shift, they shall be given two (2) hours' pay at the straight time standard rate for their classification or at the option of the Company, put to work for a guaranteed minimum of four (4) hours.

19:02 When employees are called to work outside scheduled or regular shifts (except in the case of scheduled overtime work), they will receive the minimum of three (3) hours' pay at their regular straight time rate or the applicable overtime rate for the hours actually worked, whichever is the greater.

ARTICLE 20 - INSURANCE PLANS AND PENSION

20:01:01- The Company agrees to continue to participate in the joint trusted plan and to maintain the existing benefits for those employees in the regular plan who elect coverage under the regular plan as follows:

20:01:02 - Employees working year round:

Life	\$25,000.
A.D.&D.	\$25,000.
Weekly Indemnity	\$250.00 benefit
Semi-Private Hospital and Major Medical Expenses	All Cost Above MCP
Direct Drug Expenses	80% Paid
	Also, Vision Care – 80%
	(Maximum Payment of \$120.00)

Above on a 50/50 shared cost basis except premiums for Weekly Indemnity which shall be paid by the employee with the savings afforded the Company being applied in such a manner as to result in the total benefit cost of premiums being shared on a 50/50 basis. The contribution of employees for the regular plan will be maintained at the Newfoundland cost-sharing arrangement. While off work the employee will be responsible for 100% of the premium cost of Life, A.D.& D. and Health Insurance.

20:02 - A description of the regular benefit plan is set out in Schedule “D” for the benefit of all employees. The description in Schedule “D” is not intended to be part of the Collective Agreement as benefits are subject to the master policy.

20:03 - The Company agrees to maintain the flat rate benefit Pension Plan effective January 1, 1990 for all seniority employees. Terms and conditions with respect to the Pension Plan are outlined in the Pension Plan document which will be attached to this Agreement as Schedule "D". Seniority employees shall be credited service as of January 1st, 1990 at an initial benefit rate of ten dollars (\$10.00) per month per year of service. The basic year of service for seniority employees under the provisions of the Plan will be 1800 hours. Effective January 1, 1993, employees shall be credited service at a benefit rate of twelve dollars (\$12.00) per month per year of service.

ARTICLE 21 - WAGE RATES

21:01 See Schedule "A"

ARTICLE 22 - TERMINATION OF AGREEMENT

22:01 This Agreement shall be in effect from the date of signing until the **31st. day of December, 2004**, and shall continue from year to year thereafter unless either party gives sixty (60) days' written notice before any termination date to the other party of its desire to enter into negotiations for a new contract. **It is agreed, however, that there shall be no retroactivity of any change to the Collective Agreement which expired December 31, 2001, except for the changes to Schedule "A", which changes shall be retroactive to January 1, 2002; all other changes shall take effect from the date of signing of this Agreement.**

DATED at Lunenburg, Nova Scotia this **30th day of August, A.D. 2002**

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

Witness

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FISHERY PRODUCTS
INTERNATIONAL LIMITED

Witness

SCHEDULE "A"

Wage Rates Per Hour

Jan. 1/2002 Jan. 1/2003 Jan. 1/2004

Classification:

- | | | | |
|---|----------------|----------------|----------------|
| 1. Qualified: truck driver;
forklift operator (when so
employed) | \$12.74 | \$13.00 | \$13.25 |
| | | | |
| 2. Tallying; discharge crew;
packing; icing; culler;
cutter; skinning machine
operator; winch operator
(when so employed) | \$12.30 | \$12.54 | \$12.79 |
| | | | |
| 3. General labour (includes
all classifications not
otherwise described in
Schedule "A") | \$12.05 | \$12.28 | \$12.52 |
| | | | |
| 4. Chargehands will be paid twenty-five cents (25 cents) per hour over the rate of the highest classification supervised. | | | |
| | | | |
| 5. Other employees on shift work are to receive seventeen cents (17 cents) per hour, in addition to their regular rate for work performed on the second and third shifts. | | | |



FISHERY PRODUCTS INTERNATIONAL



LOCAL 1944

MEMORANDUM OF AGREEMENT

Between

Fishery Products International Limited (the Company)

And

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1944 (the Union)

On

RRSP Contributions for Employees Covered by the Wetfish and Plant Agreements and the Destiny Framework Agreement

Following the signing of the above-referenced Agreements, the Company agrees to the following:

If, within the period expiring on February 28, 2003, a crew member contributes to an RRSP, the Company will make a matching contribution of up to a maximum of five hundred dollars (\$500.00).

Signed at Lunenburg, Nova Scotia, on August 30, 2002.

For the Company:

For the Union:

Witness



FISHERY PRODUCTS INTERNATIONAL
Your Seafood Specialists™

Phone: (709) 570-0000
Fax: (709) 570-0479
70 O'Leary Avenue, P.O. Box 550
St. John's, Newfoundland, Canada A1C 5L1

August 30, 2002

Marilyn B. Crook
President, CAW Local 1944
139 Montague St., 2nd Floor
Lunenburg, NS, B0J 2C0

Dear Ms Crook:

Concurrent with the renewal of the Collective Agreement between the CAW and FPI affecting the Riverport Plant Operation and dated the 30th day of August, 2002, the following are the understandings and commitments from the Company reflecting agreement with the Union on the items enumerated.

1. Additional Work - The Company will attempt to direct work to the employees of the bargaining unit and will determine which tasks can be performed by FPI employees prior to the commencement of related activities. Potential work will be awarded to employees of the bargaining unit providing:
 - a. Employees have the necessary skills to complete these identified tasks and do not require extensive orientation or training;
 - b. Employees' participation does not affect supervisory staff such that it impacts upon regular duties and responsibilities;
 - c. Their participation does not affect the role of maintenance staff;
 - d. Directions to accommodate these bargaining unit employees will not result in delays in vessels' sailings or subsequent projects; and
 - e. The directive to award work to these bargaining unit employees does not significantly increase cost to the Company.

2. Greater Of Vacation Option – The following employees will be grandfathered under the greater of vacation option: (i) Gerald Conrad, (iii) William Tippet, (iii) Bernard Veinottee, (iv) Frederick Robar Sr., (v) Laurie Mossman, and (vi) Gerry Corkum.

Yours truly,
FISHERY PRODUCTS INTERNATIONAL LIMITED

Angela Saunders
Operations Manager
Riverport Scallop Operations



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c.c. Sadie Popovitch, Labour Relations Manager
Eric Durnford, Q.C.