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EFF.	2005	04	20
TERM	2006	04	30
No. OF EMPLOYEES	—		
NOMBRE D'EMPLOYÉS	LP		

# COLLECTIVE AGREEMENT

Between



Fishery Products  
International Limited



AND

National Automobile,  
Aerospace, Transportation and  
General Workers Union of  
Canada (C.A.W. – Canada Local  
1944



## ATLANTIC DESTINY

April 20, 2005 – April 30, 2006

DISKETTE

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## ARTICLE 1 - RECOGNITION

- 1:01           **The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada), as the collective bargaining agent for all crewmembers, excluding captains, first mates, chief engineers and production managers on the *Atlantic Destiny* (hereinafter referred to as the "Vessel").**
- 1:02           The Company shall not make any individual agreement with the crew directly or indirectly in conflict with this agreement.
- 1:03           Throughout this Agreement, the masculine shall include the feminine and the singular shall include the plural as the context may require.

## ARTICLE 2 - UNION SECURITY

- 2:01           The Company agrees that all crewmembers of the bargaining unit, as a condition of employment, will become members upon hiring and must remain members in good standing as a condition of continuing as a crewmember.
- 2:02           The Captain shall inform the new crewmember upon hiring of the existence of the Union and the name of the Union steward.
- 2:03           When hiring new crewmembers, preference in hiring will be given to members of the CAW Local 1944, who are readily available before or at sailing time, who have the necessary conduct, **skill** and ability to perform the job for which they are to be hired. The Vessel's scheduled sailing time shall not be delayed by reason of the requirements of this clause.
- 2:04           The crewmembers upon being hired by the Company shall sign a written authorization and the Company agrees to deduct initiation fees, rejoining fees and union dues from each trip. The Secretary-Treasurer of Local 1944, CAW will advise the Company in writing of the amount to be deducted.
- 2:05           The Company will transmit Union dues' deductions to C.A.W. Local 1944, P.O. Box 1573, Lunenburg, Nova Scotia BOJ 2CO, together with an alphabetical list of the names of those from whom the deductions were made, by the fifteenth (15th) day of the month following the month the deductions were made.

**2:06**            **The Company shall maintain a list of eligible applicants. To maintain their status on this list, applicants shall confirm, in writing, their availability to sail on a quarterly basis. The Union will have access to the list during office hours. As vacancies become available they will be filled from the list of the applicants available provided that they have the necessary conduct, skill and ability to perform the duties required.**

### ARTICLE 3 - MANAGEMENT RIGHTS

**3:01**            It is the exclusive function of the Company to maintain order, discipline and efficiency to sign on, classify, discharge or discipline crewmembers, provided that no crewmember can be suspended, discharged or otherwise disciplined without just cause.

**3:02**            It is the exclusive function of the Company to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of Vessels, the methods of operating, sailing and work schedules, kinds and locations of equipment to be used, processing methods and to establish standards of performance for all operations and crewmembers.

**3:03**            The Company may establish from time to time rules and regulations governing crewmembers covered by this Agreement, providing that such rules and regulations are not contrary to the provisions of this Agreement.

### ARTICLE 4 - DISCRIMINATION

**4:01**            No discrimination will be exercised in hiring, or other terms of employment or working conditions of the crewmembers, because of membership in the Union or for accepting positions, serving on committees or representing the crewmembers covered by this agreement on any ground including race, creed, color, sex, age, religious or political affiliation.

### ARTICLE 5 - UNION REPRESENTATIVE

**5:01**            The business agent or other official representative employed by the Union will be allowed access to the wharves, offices, and the Vessel for the transaction of Union business. The Union representative shall

first notify the management of her/his presence and she/he shall not disrupt the normal Company operations.

- 5:02** One member of each crew shall act as Union Delegate representing the crewmembers of the Vessel in dealing with matters concerning the administration of this Agreement.

#### ARTICLE 6 - INFORMATION EXCHANGE

- 6:01** The Union shall supply the Company in writing with the names and addresses and the positions of all Union officials responsible for the administration of this agreement. The Union will notify the Company of any changes.
- 6:02** The Company will submit to the Union in addition to the name of the crewmembers the address and telephone number where available. Such information will be updated each month.
- 6:03** The T-4 slips issued to the crewmembers at the end of the year will contain a statement of the amount of Union dues deducted during the year.
- 6:04** Any crewmember who wishes a record of his service with the Company i.e. number of days at sea, rank or job performed, dates of promotion, etc., will be able to obtain this information during office hours.

#### ARTICLE 7 - LEAVE OF ABSENCE

- 7:01** Leave of absence without pay for personal reasons will be considered on an individual basis and will not be arbitrarily denied. Such leaves will not involve any interruption of sailing schedules.
- 7:02** The Company agrees to grant leave of absence without pay to any crewmember for the purpose of attending a recognized institution in order to improve his skills as a crewmember. When he finishes his course he shall revert back to his former position on submission of the certificate of attendance or, if such certificate is not produced, he has a reason that is satisfactory to the company.

**7:03** The Company shall grant leave of absence without loss of seniority or accumulative benefits to a crewmember who serves as a juror.

**7:04** Crewmembers on short-term leave of absence approved by the Company will have insurance coverage maintained for not less than thirty (30) days, premiums to be paid as required by the party responsible. Where a crewmember is on a leave of absence for training, at the request of the Company, the Company will continue to pay its portion of insurance premiums during the training period.

#### **ARTICLE 8 - BENEFITS**

**8:01** The Company agrees to maintain the existing benefits package with a \$5.00 co-pay including Blue Cross, Life Insurance, Accidental Death & Dismemberment and Weekly Indemnity. The level of benefits and the contributions made by the Company and the employees will remain as they are on the date of the signing of this Agreement. Any further increase in premiums to maintain the benefits during the term of this Agreement will be shared jointly between the Company and the employees but in no event is the Company's portion of the premiums to exceed sixty-five percent (65%) of the total cost. Employee contributions will first be attributed to cover the cost of Weekly Indemnity, the remainder being applied to the premium cost of the other benefits.

**8:02** In consideration of the wind-up of the flat-rate benefit pension plan for all seniority crewmembers within the bargaining unit, such crewmembers will be paid \$3.94 per seaday as follows:

- (a) for period from January 1, 2005 – November 15, 2005, both dates inclusive - on, or prior to, December 1, 2005
- (b) for the annual periods commencing from and after November 15, 2005 - on, or prior to, December 1 in each succeeding year.

**8:03** If, before February 28<sup>th</sup> of each year of this Agreement, a crewmember contributes to an RRSP, the Company will make a matching contribution of up to a maximum of seven hundred dollars (\$700.00), and, effective January 1, 2006, up to a maximum of eight hundred dollars (\$800.00), and effective January 1, 2007, up to a maximum of nine hundred dollars (\$900.00), and

**effective January 1, 2008, up to a maximum of one thousand dollars (\$1000.00).**

**The completed transfer RRSP form must be submitted to payroll no later than five (5) working days prior to March 1.**

- 8:04** All crewmembers shall receive a bonus of fifteen dollars **(\$15.00)** per sea day in addition to their share for all days in excess of **twenty-five (25)** days at sea between January **1<sup>st</sup>** and March **31<sup>st</sup>**, the bonus to be paid prior to April **30<sup>th</sup>**.
- 8:05** Severance Pay - If a crewmember becomes redundant as a result of the decommissioning of the vessel or otherwise and he chooses to resign his employment with the company, and forfeit all rights under the Collective Agreement, he will be paid severance equal to **\$1000** per full year of service to a maximum, in any one case, of **\$10,000**.
- 8:06** The Company agrees to contribute the sum of **\$12,000.00** annually as assistance with Union expenses related to ongoing labour relations and safety programs put on by the Union for the benefit of the crewmembers of the vessel.

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

#### ARTICLE 9 – CREWING/SHORE TIME

- 9:01** Crewmembers will sail on a trip-on, trip-off basis.
- 9:01:01** Except in exceptional circumstances, trip length will not exceed twenty-seven (27) calendar days.
- 9:02** It is agreed that crewing requirements will vary depending upon a number of variable factors such as, but not limited to, catch rates. Accordingly, it is agreed that:
- (i) The current number of crewmembers may be reduced on a trip-by-trip basis during periods of low catch rates. This may take the form of not filling the place of a regular crewmember who is absent or requiring a regular crewmember to not take that particular trip;



- (ii) The current number of crewmembers may be reduced on a long-term basis if the Company concludes that a lesser number of crewmembers will be able to safely and efficiently operate the vessel in the prevailing fishing conditions. Should this reduction not be achievable by attrition, the Company will consult with the Union on means to minimize the impact on regular crewmembers laid off as a result. In addition, such crewmembers:
  - a. May choose to go on the Reliever List based upon their seniority;
  - b. Will have first priority to fill a permanent vacancy on the Vessel
  - c. May choose, or require to be, laid off.
- (iii) When permanent vacancies are created by the operation of **13:04:04**, such vacancies will be filled.

**9:03** Vessel turn-around time will be as determined by the Company.

**9:04:01** Under normal circumstances, the sailing crew will be given approximately five (5) days' notice by their Captain of the Vessel's arrival in port and the expected sailing time.

**9:04:02** Once crewmembers arrive for sailing, they are considered engaged unless otherwise directed by the Captain or Company.

**9:04:03** A crewmember landing from the Vessel who takes a trip on another vessel during his shore leave shall first have five (5) nights ashore and must also be ashore for at least five (5) nights immediately preceding his next sailing on the Vessel.

**9:04:04** Once the Vessel is crewed, no other crewmember shall be entitled to a place on the Vessel for that trip and no crew changes shall be made, provided the Vessel sails on its scheduled sailing date.

**9:04:05** When the Vessel arrives at the port of discharge all members of the crew will be released with the exception of those identified by the Company. They will be required to remain with the Vessel until released by the Captain.

#### ARTICLE 10 - CHRISTMAS SAILINGS

9:01 The Vessel shall be in port for Christmas tie-up from noon on December 23<sup>rd</sup> until January 1<sup>st</sup>, both dates inclusive. However, under extraordinary circumstances, such as, but not limited to, the necessity of being at sea during some or all of this period, to harvest remaining quota so as to prevent its forfeiture, the Union agrees that, at the Company's request, reasonable efforts will be made to arrive at a solution to this problem in consultation with the Union and the affected crewmembers.

#### ARTICLE 11 -WATCHES

11:01 Watches will continue in accordance with present practice aboard the Vessel. On a case-by-case basis, if the Captain decides that there should be a change in the watches on a particular trip, such change will only be implemented if the majority of the crew agrees

11:02 No crewmember shall be required to work more than **12** hours and **40** minutes in any **24** hour period.

#### ARTICLE 12 - TRIP SETTLEMENT

12:01 All pay and disbursements to crewmembers will be in the form of direct deposit. Details of the payments, including a description of all deductions, will be forwarded by mail.

12:02 The Company agrees to pay fifty percent (50%) of the premium under the Canada Pension Plan and unemployment insurance and remit the same to the proper authorities.

12:03 The Company shall provide the ship's delegate with a copy of the settlement sheet and grocery list before the Vessel sails and the ship's delegate shall post the same on the Vessel's notice board.

12:04 The crewmembers of the Vessel shall only be responsible for the scallops up to the point of discharge from the Vessel. However, deduction from the ship's weight sheet will be made for:

- 1) non-marketable premium scallops, i.e. off-color, off-odor, tainted or unwholesome; 2) viscera; 3) veins; as revealed during production.

Scallops shall be weighed at the point of discharge from the Vessel.

**12:05** Should the Company choose to retain permitted by-catch, the Company will review the on-board processing with the Union and negotiate a purchase price.

**12:06** Crewmembers will be entitled to a free-issue of a maximum of fifteen (15) pounds of scallops upon landing, in accordance with the following trip durations:

Up to 7 days	-	5 pounds
7.1-14 days	-	10 pounds
14.1 days and over	-	15 pounds

This is a taxable benefit and the value must be added back to crew earnings for the purpose of calculating the taxes.

### ARTICLE 13 - SENIORITY

**13:01** New crewmembers will be considered to be learners and will be on probation for the first three (3) consecutive trips. During such probation, on a **trip-by-trip** basis, the Captain, after consultation with the Vessel Delegate, will determine what percentage of a regular deckhand's compensation he will be paid for that trip. This percentage will also apply to that crewmember's advance under Schedule "A", **Item 4**. Upon successful completion of such probationary period a crewmember's seniority shall be dated as of the initial date of joining the Vessel. At any time during the probationary period, the Company shall have the right to discharge such a crewmember if the crewmember is unsatisfactory in the judgment of the Company. The grievance procedure provided in this agreement shall not be available to such probationary crewmembers if discharged.

**13:02** A seniority list showing the length of service for all crewmembers will be supplied to the Union every six (6) months.

**13:03** Vessel seniority shall mean length of continuous service accumulated on the Vessel. Fleet seniority shall mean length of continuous service accumulated on Company Vessels in the fleet (Riverport). Vessel seniority shall always apply first in preference to fleet seniority. Vacancies and promotions shall be filled first on the basis of Vessel seniority and then on fleet seniority as provided for herein. To avoid disruption and sailing schedules temporary replacements may be used.

- 13:04:01** Crewmembers shall retain and accrue seniority while:
- a) on leave of absence authorized by the Company including leave of absence for union business;
  - b) normal tie-up;
  - c) if promoted outside the bargaining unit for a period of up to one **(1)** year;
  - d) while on layoff up to **twenty-four (24)** months
- 13:04:02** Crewmembers absent on extended Sick Leave or Workers' Compensation shall maintain the seniority they held at the time of commencement of the absence. However, after two (2) years on sick leave or Workers' Compensation, a crewmember will be removed from the active seniority list and will be placed on the Relievers' List in accordance with his seniority, and may exercise the fleet seniority he accrued up to that point when a permanent vacancy occurs.
- 13:04:03** A reliever who, in any calendar year, has completed at least three **(3)** trips and who is injured on the job and receives Workers' Compensation for such injury, for the purpose of accumulating seadays sailed pursuant to Article **13:05:01**, shall be credited with one-half of the number of trips he would have completed during the period he receives Workers' Compensation based upon his ranking on the Relief Priority List. No compensation shall be payable to such reliever as a result of the application of this provision.
- 13:04:04** Crewmembers shall lose seniority and employment when:
- a) discharged for just cause;
  - b) quit;
  - c) fail to return to work following a leave of absence without just cause;
  - d) fail to return to work following recall from layoff;
  - e) Layoff, in excess of twenty-four **(24)** months;

f) if promoted outside the bargaining unit for a period in excess of twelve (12) months;

**13:05:01** The parties agree to maintain a Relief Priority List to include crewmembers who relieve on the Vessel. Relieving crewmembers shall be ranked on the basis of the number of seadays sailed and shall be called in to relieve in that order. Subject to the rights of displaced regular crewmembers to obtain relief trips, the Reliever List shall contain a maximum of twenty-five (25) relieving crewmembers, i.e. crewmembers who have not held regular positions on Company vessels. Relief priority based on the total number of seadays will be determinative of the opportunity to fill permanent vacancies on the Vessel and attain seniority as a regular crewmember.

**13:05:02** Relieving crewmembers who are called for a trip and refuse to sail without just cause, communicated at the time they are called, shall not be permitted to sail on the vessel until completion of the trip he refused, plus the next trip taken by the vessel. A reliever who, in a calendar year, refuses to sail without just cause on two trips shall be removed from the Relievers' List. It is further agreed that where the Company has less than six (6) hours' notice of the need for a relieving crewmember, and none are at the port seeking a trip at sea, the Company may call the crewmember who resides closest to the plant. If no one on the relief list is available within twenty (20) miles of the Vessel awaiting a crewmember, the Company may take on a new crewmember if available. No Vessel scheduled sailing time shall be delayed by reason of the requirements of this clause.

**13:05:03** Except where the circumstances do not reasonably permit (such as late notification that a reliever is required), relievers will be required to do gear along with the other crewmembers for the scheduled sailing.

#### ARTICLE 14 – SAFETY AND TRAINING

14:01 **The Company and the Union recognize the importance of ensuring the health and safety of crewmembers while at sea. It is the intention of both parties to achieve and maintain, through mutual co-operation, the highest standards in all areas affecting the health and safety of crewmembers.**

14:02 Any work necessary for the safety of the Vessel, crew, cargo or tow, for the saving of other ships or lives, shall be performed at any time on

immediate call by all crewmembers notwithstanding any other provisions of this Agreement which might be construed to the contrary. The Captain will be the sole judge. No crewmember shall be required to endanger his personal safety in order to save equipment, gear, cargo or machinery.

- 14:03 The Company recognizes the need and the duty to make reasonable provisions for the health and safety of the crew during the course of operations and will, as the situation from time to time requires, take all such steps necessary to effectuate such duty.
- 14:04 Two men shall be on the bridge at all times while the Vessel is steaming, jogging or laying in adverse weather conditions. At least one man, who holds appropriate certification, shall be on the bridge at all times.
- 14:05 A medicine chest and first aid kit, shall be maintained on the vessel. The medicine chest shall be kept in the Vessel's Hospital, or other designated area and adequately stocked in accordance with recommendations of the Company's medical advisor. The first aid kits shall be kept in readily accessible locations and stocked in accordance with the specifications in Schedule "B" (attached to and forming part of this Agreement).
- 14:06 The boat delegate shall be allowed to check the first aid kit and the medicine chest prior to the docking at the end of each trip and to make a list of any shortages.
- 14:07 Life boat, man overboard and fire drills shall be carried out monthly
- 14:08 Anchor drills shall be carried out once every four months.
- 14:09 In addition to the safety equipment as required under the CSI tackle regulations, the Company shall supply, to the Vessel, once per contract term if necessary:
- a) a stretcher;
  - b) fall protection equipment;
  - c) smoke detectors;
  - d) adequate number of self-contained breathing apparatus;

- e) a copy of Manual of Safety and Health for Fishermen and Ships Captains' Medical Guide (used to be part of the first aid kit on any Vessel);
- f) **one pair of wire cutters:**
- g) fire extinguishers in the forecandle;
- h) safety legs for underneath the dump tables;
- i) all blocks overhead shall have safety chains or wire;
- j) **adequate hearing protection for crewmembers who are exposed to noise above the permissible levels.**

14:10 Before docking at the end of each trip the boat delegate and crew shall inspect life rafts, life boats, life boat davits, winches and fire escapes and report any discrepancies in writing on the form provided by the Company, to the Captain who shall take responsibility to see that any necessary repairs are carried out before the Vessel starts its next trip.

14:11 **There shall be, on the Vessel, a Vessel Health and Safety Committee comprised of two representatives of the Union and the Captain and/or his designates representing the Company. The Committee will conduct safety inspections on a trip-by-trip basis prior to the scheduled, on-board, Committee meeting. Actions/discussions will be documented and forwarded to Management and Union representatives on trip completion.**

14:12 The Company will continue to evaluate ergonomic issues on the Vessel and will use reasonable efforts to ensure that job rotation is implemented where appropriate.

14:13 A joint Management/Union Ergonomics Committee will meet to review ergonomics issues on an ongoing basis.

14:14:1 Each **crewmember** is responsible for his mandatory certification under applicable legislation for his Vessel, including WHMIS and the appropriate level of training in First Aid, Marine Emergency Duties, and Seafarer's Medical as approved by the Company.

The Captain is responsible to ensure each **crewmember** has the appropriate level of certification required before sailing and the

documentation for same. All crewmembers must, on boarding, present to the Captain all relevant valid documentation before sailing. Crewmembers who do not provide the necessary documentation will not be permitted to sail. The Vessel shall not be delayed due to failure to comply with this Article.

For greater clarity, the Company will continue to provide, at its cost, WHMIS and the appropriate level of First Aid Training, and will provide (or pay for) any other courses the Company requires a crewmember to take; however, each crewmember must attend such courses at his own expense and is responsible to pay all costs for his Seafarer's Medical. New crewmembers must pay for the cost of their MED.

- 14:14:2 The Company will provide appropriate orientation and/or training for all crewmembers, and will continue to identify, and respond to, training needs as the Vessel's operations evolve.
- 14:15 The Company may determine that further certification and training is required and crewmembers will be required to participate in any such prescribed programs.
- 14:16** In the event of the development of a chronic condition such as repetitive illness or disability, or excessive absenteeism, the Company reserves the right to have a crewmember undergo an independent medical examination. The medical report shall be reviewed by the Company and the Union to assess the capability of the crewmember to continue employment on trawlers at sea. The medical report will be directed only to the issue of fitness to go to sea in a working capacity.

#### ARTICLE 15 – DIVERSION FROM FISHING

- 15:01:01 When the Vessel is required to assist another Vessel at the Company's direction all crewmembers shall be paid an all-inclusive daily rate of \$350.00 each, prorated to the nearest hour, for the time the Vessel is diverted from fishing.
- 15:01:02 Payment under this Article shall apply from the time the Vessel stops fishing until it is in the same or equivalent position to resume fishing during that trip or the trip is terminated and the crewmembers are



properly released. Refueling of the Vessel at sea is not considered to be a diversion from fishing at sea under this article.

**15:02 This article shall not apply to Coast Guard-directed diversions from fishing; crewmembers shall be paid their per seaday rate for the time engaged in such activities.**

## ARTICLE 16 - WORK-IN-PORT PAY

16:01 Crewmembers while acting in their capacity, engaged in sea trials, adjusting compasses, **or** required to perform work while in port shall be paid the following rates:

2nd. Engineer/Cooks	\$15.00
Deckhands/Steward	\$12.67

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

16:02 Crewmembers will receive work-in-port rates for replacing old warps.

16:03 Any crewmember who reports for a scheduled sailing and the trip is cancelled due to weather, shall be paid three (3) hours pay at the rates specified in Article 16:01.

16:04 The crew will be responsible for maintaining the trawler in a clean condition at all times relating to the performance of their duties. For greater clarity, the general principle will be that whoever makes a mess on the vessel, cleans it up. For example, when a contractor does work on the vessel during a turnaround, he will be expected to clean up any work debris. In exceptional circumstances, it may be necessary to sail and have the crew do some of this clean-up work, in which case work-in-port rates will be paid for an appropriate amount of time.

## ARTICLE 17 - SALVAGE PAY

17:01 In the event that a Vessel salvages gear or equipment, the fair market value of the gear or equipment will be established by the Company and its appraiser at which time it will be dealt with in the same way as a regular trip if the gear or equipment is sold. The Company has no obligation to purchase the salvage. Any dispute over fair market value may be referred to arbitration.

## ARTICLE 18 - BEREAVEMENT LEAVE

**18:01:01 In the event of a death of a spouse, child/step-child, mother/step-mother or father/step-father, requiring that a crewmember be brought ashore before the completion of a trip, the crewmember shall receive thirteen hundred and fifty (\$1350) per week for those portions of the trip missed.**

- 18:01:02** In the event of a death of a brother, sister, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, or legal guardian requiring that a crewmember be brought ashore before the completion of a trip, the crewmember shall receive seven hundred and fifty (\$750) per week for those portions of the trip missed.
- 18:01:03** For the provisions of 18:01:01 and 18:01:02 to be operative the crewmember must be put ashore for the purpose of attending the funeral.
- 18:01:04** Should the Company decide that a replacement is needed, the replacement shall share in the gross stock for his portion of the trip.
- 18:01:05** In the event of a bereavement at sea, the Company will choose and pay the transportation costs of the crewmember to his home port.
- 18:01:06** When a crewmember is scheduled to sail and a bereavement occurs as defined in 18:01:01 or 18:01:02 resulting in the crewmember missing his trip due to the Vessel's sailing before the funeral, the crewmember shall be compensated at the weekly rate of seven hundred and fifty dollars (\$750) or thirteen hundred and fifty dollars (\$1350) respectively for the trip that is missed due to the bereavement.

#### ARTICLE 19 - ILLNESS OR INJURY

- 19:01** Illness shall not cover minor complaints or dental problems. It is the responsibility of each crewmember to have regular medical and dental check ups and to follow through with any prescribed recommended treatment.
- 19:02** In the event a crewmember is injured in the performance of his duties after reporting for a scheduled sailing, and misses the trip as a result of such injury, he shall receive his earnings as though he had completed the trip.
- 19:03** Crewmember Taken Ashore
- (a) If a crewmember becomes seriously ill or is injured at sea and the Company's shore-based medical service directs that he be brought ashore, upon landing, he shall be examined by the shore-based medical service;

(b) If it is determined that a crewmember's illness was not, in fact, serious, he shall be paid at the all inclusive rate of \$400 per week for that part of the trip he missed and the Company may, in its discretion, return him to the Vessel before the trip's end.

(c) If it is verified that a crewmember's illness was, in fact, serious, or in the case of an injury, and he does not return to the Vessel during that trip, he shall be paid the earnings he would have received had he completed the trip;

(d) The Company reserves the right to request a doctor's certificate be supplied by the ill or injured crewmember.

**19:04** Ill or Injured Crewmember Not Taken Ashore. If a crewmember becomes ill or is injured while at sea but his condition does not require that he be taken ashore, for any period of two (2) consecutive days or more that he is unable to perform his regular duties, the remaining crewmembers performing their job shall be paid as if the ill or injured crewmember is not onboard. An ill crewmember shall be paid at the all inclusive rate of \$400 per week and an injured crewmember shall continue to receive his normal earnings for the trip.

#### ARTICLE 20 - PURCHASING PROVISIONS

**20:01** The Company will purchase provisions. The Union Representative will evaluate the grocery tender package with the Company and they will jointly choose the supplier. Crewmembers will be charged Eighteen dollars (\$18.00) per sea day for provisions. The cost of provisions will be assessed quarterly and the per sea day charge will be amended to reflect actual expenditures. The actual costs will be reconciled by January 31<sup>st</sup> for the previous calendar year.

#### ARTICLE 21 - PRODUCTION BONUS

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

For sea days accumulated since date of last employment:

0 - 219 sea days	-	4% of earnings
220 - 1,619 sea days	-	6% of earnings
1,620 - <b>3,023</b> sea days	-	7% of earnings
<b>3,024</b> sea days and over	-	8% of earnings

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

During the term of this Agreement, the production bonus shall be payable as follows:

- (a) for the production bonus earned during the period from January 1, 2005 – November 15, 2005, both dates inclusive - on, or prior to, December 1, 2005.
- (b) for the production bonus earned during the annual periods commencing from and after November 15, 2005, - on, or prior to, December 1 in each succeeding year.
- (c) A crewmember may make a request in writing, no later than May 1, 2005, to be paid his production bonus earned up to May 15<sup>th</sup> in that year and no later than May 1<sup>st</sup> in any subsequent year to be paid his production bonus earned from November 15<sup>th</sup> of the previous year until May 15<sup>th</sup> of the current year.

**ARTICLE 22 - SHIP LOSS ALLOWANCE**

- 22:01** If the Vessel is lost or burned during a trip, all crewmembers will receive a lump sum payment of seven hundred and fifty dollars (\$750.00) each in full payment for loss of personal items.
- 22:02** If the Vessel is lost or burned, the crew shall be compensated for their catch based upon their last hail prior to the loss of the Vessel.

**ARTICLE 23 - BONDED STOCK**

- 23:01:01** The Company will ensure that the allowed amount of bonded cigarettes are put on board the Vessel before the beginning of each trip. Only crewmembers who wish to purchase cigarettes will be required to pay for the bonded stock.

- 23:01:02** The cost to the crewmembers will be for the cigarettes only and no additional fees or costs will be added for the Company's inconvenience in picking up and putting the bonded stock on board.
- 23:01:03** The Company will ensure that each crewmember is issued his correct amount of bonded stock.

#### ARTICLE 24 – CONDUCT AND DISCIPLINE

- 24:01** No crewmember shall be disciplined, suspended, or discharged, without just cause.
- 24:02** The Company maintains a policy of zero tolerance for illegal drugs and alcohol. Illegal drugs and/or alcohol brought on board will be confiscated and destroyed by the Captain without any compensation to the crewmember. Possession of illegal drugs or alcohol on board the Vessel is just cause for immediate dismissal. The crewmember agrees to make the Captain aware of any prescription drugs that will be taken by the crewmember on a trip.
- 24:03** **A crewmember will ensure that, during the trip, his cabin is in a clean and tidy condition and is in this same condition when he is released from the Vessel after the conclusion of the trip. The Captain or his delegate will make cabin assignments when new crew joins the Vessel. Exchange of assigned cabins shall not be allowed without the Captain's express permission.**
- 24:04** In matters of discipline, the crewmember, at his request, may be accompanied at meetings relating to such action by his Vessel delegate or, if the crewmember involved is the Vessel Delegate, by a crewmember on the opposite watch.
- 24:05** When a crewmember is suspended or discharged a written notice of such action or form indicating the reason shall be signed by the Captain or Company representative with a copy forwarded promptly to the crewmember and a copy to the Union.
- 24:06** When a crewmember is discharged away from the Vessel's home port, the Company shall choose and provide his transportation and lodging back to the home port. The Company has no responsibility for the crewmember who quits.
- 24:07** Crewmember who without just cause or without having received permission fail to report for a scheduled sailing shall be disciplined

with dismissal. The Company may suspend or vary disciplinary action provided the crewmember has given an explanation within twenty-four (24) hours of his failure to report.

**24:08** Any crewmember who stops working at sea or leaves the Vessel before the completion of a trip will not receive any share for that trip and will be considered as having quit without proper notice. This will not apply to cases of injury or illness where a crewmember is landed before the completion of a trip for compassionate reasons.

**24:09** Matters of a disciplinary nature or expressions of dissatisfaction with the performance of a crewmember shall be recorded in writing and placed in the personnel file of the crewmember with a copy to the Union. Such matters if not recorded, shall not be considered as part of a crewmember's record.

#### ARTICLE 25 - WORKING CONDITIONS

**25:01** It is the responsibility of the Company to ensure that all Vessels are made ready for the scheduled sailing times, but it is clearly understood that the responsibility of readying fishing gear is that of the crew.

**25:02** The Captain shall be the sole judge in determining if weather conditions are suitable for the safe operation of the Vessel in sailing from port or while at sea.

**25:03** The Company shall inform the crewmembers of the scheduled sailing time of the Vessel and all crewmembers shall report for the scheduled sailing time unless otherwise advised. The Company shall request that each crewmember will provide a point of contact where the crewmember can be reached directly by phone so that any change in sailing schedules can be communicated. The Company shall have fulfilled its obligation with regard to notifying crewmembers by leaving a message at the point of contact for each individual crewmembers the Company shall have no responsibility to a crewmember who does not advise the Company of a change in his point of contact.

**25:04** Each crewmember is responsible for ensuring he/she has a current Fishing License in compliance with DFO regulations. This License must be available for inspection, by DFO, at all times during the trip and on landing. Any fines imposed with respect to the Fishing License are the direct responsibility of the crewmember(s).

- 25:05** The Company shall be responsible for diesel fuel and electricity during tie-ups.
- 25:06** When the Vessel lands during a fishing trip due to mechanical failure crewmembers who are required to work, remain on watch, or stand-by the Vessel during repairs, shall be paid work-in-port rates. Crewmembers not required to work or remain on the Vessel must be available at sailing times.
- 25:07** The Company shall supply soap, buckets, brooms, mops, appropriate high-pressure washer, etc., for the cleaning of the Vessel.
- 25:08** The Company agrees to maintain, on the Vessel, a small supply of items such as aprons, gloves, rubber tape, and shucking knives for purchase by the crew, to be administered by the steward. Each **crewmember** shall use his best efforts to have such items in proper condition and supply so as to not require excessive use of such extra supply.
- 25:09** Each crewmember shall provide and/or wear the proper equipment and work clothing to carry out his duties on board in a safe, efficient and hygienic manner. For those who work on deck and in the factory this shall include a full outfit of oilskins, boots, and gloves, work suits, and coveralls. **The Company will supply, at its cost, hard hats and hairnets where necessary, and provide a clothing allowance, to each crewmember, of \$2.00 per seaday.**
- 25:10** When a Vessel docks in a port in Newfoundland crewmembers will receive an advance of two hundred dollars (\$200.00) on their settlement.
- 25:11** The Company shall designate an area on the Vessel for drying gloves and gear.
- 25:12** **The Company will pay all compensation, other than the lay, owed a crewmember by separate direct deposit(s).**

## ARTICLE 26 - STRIKES AND LOCKOUTS

- 26:01** During the life of this agreement the Union and its members agree individually and collectively that its terms and conditions are binding on them and further agree that there shall be no strike, sit-down, slow-down, stoppage or suspension of work, either complete or partial for any reason.



- 26:02** The Company agrees that during the term of this agreement there shall be no lock-out.
- 26:03** No crewmembers shall be forced as a condition of employment to cross a legal picket line.

## ARTICLE 27 - GRIEVANCE PROCEDURE

**27:01** Should a dispute arise with respect to the interpretation, operation, application or an alleged violation of this Agreement, including any question as to whether a matter is arbitrable, both parties shall resolve the dispute in accordance with the following procedure:

### STEP 1:

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

### STEP 2

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

### STEP 3

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

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

**27:02** Group and policy grievances initiated by the Union and Company grievances shall be submitted in writing specifying the Articles of the Collective Agreement allegedly violated in accordance with STEP 3. The party in receipt of the grievance shall reply within five (5) days. Failing settlement the matter shall be referred to arbitration as herein provided.

- 27:03** The time limits expressed herein may be expanded or compressed by mutual consent and shall be considered directory as opposed to mandatory. The parties are agreed on the importance of processing grievances as quickly as possible.
- 27:04** No grievance shall be lost through error in form or technical irregularity.

#### ARTICLE 28 - ARBITRATION

- 28:01** A matter in dispute between the Company and the Union involving the interpretation, application, or alleged violation of any Article of the Agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration.
- 28:02** A party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall stipulate the nature of the relief or remedy sought and specific Articles alleged to have been violated.
- 28:03** Within ten (10) days after the date of delivery of the foregoing notice the parties shall exchange letters on the respective choice of arbitrator with a view to agreement on selection.
- 28:04** If the parties cannot reach agreement on the selection of an arbitrator within five (5) days then either party may request the Minister of Labour of the Province of Nova Scotia to appoint the arbitrator.
- 28:05** After the arbitrator has been appointed by the foregoing procedure he shall convene a meeting within five (5) days, if possible, with both parties, the arbitrator shall render a decision within thirty (30) days.
- 28:06** Whenever the subject matter of a grievance involves a loss of earnings or benefits, the arbitrator shall have the authority to restore either partially or completely such loss in accordance with his decision. The arbitrator shall have the authority to vary a disciplinary penalty.
- 28:07** In the case of an unjust dismissal or suspension there shall be no onus on the crewmember to mitigate losses.
- 28:08** The decision of the arbitrator on the matter and issues shall be final and binding on both parties but in no event shall the arbitrator have the

power to add to, subtract from, alter or amend this agreement in any respect.

**28:09** The time limits referred to in the arbitration procedure may only be expanded or compressed by mutual consent.

**28:10** No grievance shall be lost through error in form or technical irregularity.

**28:11** Each party shall pay its own cost and the fees and expenses of its witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.

**ARTICLE 29 - DURATION OF AGREEMENT**

**29:01** This agreement shall become effective as of the **20<sup>th</sup> day of April, 2005 and shall remain in effect until the 30<sup>th</sup> day of April, 2006**, unless within ninety (90) days preceding the date of expiration of this agreement, a written notice is given by either party to this agreement to the other party, informing the latter that it wishes to terminate or amend this agreement or to negotiate a new agreement. In such event negotiations for a new agreement or amendment to the existing agreement shall take place between the parties within fifteen (15) days after the receipt of such notice.

DATED at Riverport, Nova Scotia this 17th day of May, A.D. 2005

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:

*Pat Pittman*  
Witness

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Pat Pittman*  
Witness

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

*Richard B. Cook*  
*Lester Piquas*

FISHERY PRODUCTS  
INTERNATIONAL LIMITED

*Robert*  
*Larry Morrison*

## Schedule 'A'

### *Atlantic Destiny* - Crew Income

1. Introduction

Income for crewmembers in the bargaining unit will be based upon a combination of, pay per seaday, pay per one thousand (1,000) pounds of scallops landed, production bonus, clothing allowance, pension replacement and danger pay (>25 winter seadays).

2. Pay per seaday

The Company will pay crewmembers for every seaday as indicated below:

Deckhand / Steward	\$150.00 per seaday
Cook / Asst. Factory Boss	\$162.00 per seaday
2 <sup>nd</sup> Engineer	\$172.50 per seaday

3. Pay per 1,000 Pounds of Scallops Landed

The Company will pay thirty-five dollars & fifty cents (\$35.50) for every one thousand (1,000) pounds of scallops landed, times the number of shares for a full crew (i.e. 33.71 shares). This value will be divided by the number of shares on the trip.

A crewmember will receive the number of shares as indicated below:

Deckhand / Steward	1.00 share
Cook / Asst. Factory Boss	1.08 share
2 <sup>nd</sup> Engineer	1.15 share

For example on a trip with a full crew of 32 (i.e. 33.71 shares) that catches 105,000 pounds of scallops. Value per share is  $105.00 \times \$35.50 = \$3,727.50$ . The total value is  $\$3,727.50 \times 33.71 = \$125,654.02$ . If the crew size was 30 (i.e. 31.71 shares) the value per share is  $\$125,654.02$  divided by  $31.71 = \$3,962.60$ .

4. Production Bonus (Article 21:01)

Seniority crewmembers will receive a production bonus as follows:

For seadays accumulated since date of last employment:	
0 – 219 seadays	- 4% of earnings
220 – 1,619 seadays	- 6% of earnings
1,620 – 3,023 seadays	- 7% of earnings
3,024 seadays and over	- 8% of earnings

[

5. Clothing Allowance (Article 25:09)

The Company will pay a clothing allowance, to each crewmember, of \$2.00 per seaday.

6. Pension Replacement (Article 8:02)

In consideration of the wind-up of the flat-rate benefit pension plan for all seniority crewmembers within the bargaining unit, such crewmembers will be paid \$3.94 per seaday as follows:

- (a) for the period from January 1, 2005 – November 15, 2005, both dates inclusive – on, or prior to, December 1, 2005.
- (b) for the annual periods commencing from and after November 15, 2005 – on, or prior to, December 1 in each succeeding year.

7. Danger Pay (Article 8:04)

All crewmembers shall receive a bonus of fifteen dollars (\$15.00) per seaday in addition to their share, for all seadays in excess of twenty-five (25) days at sea between January 1<sup>st</sup> and March 31<sup>st</sup>. This bonus is to be paid prior to April 30 in each year.

8. Advance

While a crewmember is actively fishing on a trip-on/trip-off basis, he will receive a weekly advance of \$900, less required deductions, against the income to be earned by him from paragraph 2 & 3 above.

9. Settlement of Pay

Each trip will be settled in accordance with the present arrangement and timetable. The Company will pay all compensation, other than that outlined in items 2 and 3 above, owed to a crewmember by separate direct deposit.

## Schedule "B"

### First Aid Kit/Medicine Chest Contents

<u>Quantity</u>	<u>Item</u>
2	Disinfectant soap
1	Surgical Bowl
1	Medical Thermometer
1 pr.	Surgical Scissors
1 pr.	Tweezers (Bias Point)
4	Eye Shield
1	Eye Rinse Cup
1	Eye Dropper
1 pr.	Blunt forceps
1	Bed pan
1	Urinal bottle (bed type)
1 set	Air Splints (complete for all limbs)
1	Stretcher (metal basket type for all new and replacement stretchers)
2	Triangular Bandage (for sling)
1	Hernia belt (adjustable elastic)
1	Resuscitator airway
6	Cough syrup (bottles)
2	Torniquet (3 4 3 3/4" approx.)
2	Finger stalls
1	Leather wrist strap
1 pkg.	Safety pins
1 pkg.	Absorbent cotton (Institutional Size)
2 pkgs.	Boil dressings (assorted sizes)
2	Gauze burn dressings (medicated)
16	Gauze bandages 1" to 4" (of each size)
25	Gauze pads
100	Band-Aids
4 rolls	Adhesive medical tape
2 rolls	Elastic bandages (three inch)
4	Eye dressings
1 vial	Eye drops
1 vial	Earache drops
1	Bottle eye wash solution
1 vial	Nose drops
1 vial	Toothache drops
1 pkg.	Applicators
1 pkg.	Hemorrhoid suppositories
100	ASA tablets (approx. 100)
100	222 tablets (approx. 100)

100	Darvon N Co (for pain) (approx. 100)
60	Penicillin tablets 500,000 units
100	Flu capsules (APC + C)
25	Gravol tablets (sea sickness)
1 pkg.	Grodent tablets
1 pkg.	Epson salts
1 pkg.	Brono or alka seltzer
2	Bottles kalpec (or similar) for diarrhea
2	Bottles castor oil
1	Bottle or pkg. Ex Lax or equivalent
2	Bottles Minards Liniment
1	Bottle Absorbine Junior liniment
2 oz.	Friars Balsom
1 tube	Antibiotic healing ointment
2 oz.	Rubbing alcohol
4 oz.	Peroxide
2 oz.	Iodine
1 oz.	Metaphen
3 tubes	Antiseptic ointment
3 tubes	Topical ointment or vaseline (or jars)
1 tube	Sulfathiazole healing ointment (for cuts, burns, etc.)

