

COLLECTIVE AGREEMENT

Between

J. S. McMILLAN FISHERIES LTD.

(Fairview Plant)
Prince Rupert, BC

And



**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL NO. 247**

Chartered by the United Food and Commercial
Workers International Union, CLC

TERM OF AGREEMENT

JANUARY 1, 2009 TO DECEMBER 31, 2010

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, Local No. 247**

**HEAD OFFICE
14936 – 32nd Avenue
Surrey, BC V4P 3R5**

Phone: (604) 535-8329 Toll-Free: 1-800-667-2205
Fax: (604) 535-6976

**203 – 307 Banks Rd.
Kelowna, BC V1X 6A1**

Phone: (250) 861-9247 Toll-Free: 1-800-990-8329
Fax: (250) 861-9047

**3943B Quadra Street
Victoria, BC V8X 1J5**

Phone: (250) 361-4762 Toll-Free: 1-888-361-8329
Fax: (250) 361-4752

**307 – 1717 3rd Avenue
Prince George, BC V2L 3G7**

Phone: (250) 561-2063 Toll-Free: 1-877-561-2069
Fax: (250) 561-2064

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights and refusing to let anyone abrogate them can the agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it. Let's respect the agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

GIB WHITLOCK
President

SUZANNE HODGE
Secretary-Treasurer

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THIS AGREEMENT ENTERED INTO BETWEEN:

J.S. McMILLAN FISHERIES LTD.,
party of the first part,

hereinafter referred to as the Employer

AND:

**United Food & Commercial Workers Union,
Local 247-Prince Rupert Amalgamated Shoreworkers'
and Clerks' Unit,**
party of the second part,

hereinafter referred to as the Union,

WHEREAS:

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the Employer and Employees and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the Parties hereto.

WITNESSETH:

The Parties hereto mutually agree with each other as follows:

ARTICLE 1 UNION RECOGNITION

- 1.01** The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all of its hourly Employees, save and except those Employees excluded by the Labour Relations Code of British Columbia Act as decided by the Labour Relations Board and hereby agrees to negotiate with the Union, or any authorized Committee thereof.
- 1.02** Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in situations of immediate emergency, maintenance, icing of boats and providing bait, providing such work shall not take in aggregate during any shift in excess of one hour or in cases mutually agreed upon by the Parties signatory hereto, or except for the purposes of training, provided always that the performing of any work does not reduce the hours of work or pay of any Employee covered by this Collective Agreement. The provision respecting management undertaking the work of an Employee covered by the Collective Agreement shall not be abused and grievance proceedings may arise in these situations.
- 1.03** This Collective Agreement shall have full force and effect and shall govern the terms and conditions of employment for all Union Employees employed at and by J.S. McMillan Fisheries Ltd., with the exception of those workers represented by other Unions as certified bargaining agents and with the exception of discipline or dismissal of a probationary Employee.

- 1.04** No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.
- 1.05** This Collective Agreement incorporates as contractual terms all the provisions of the Employment Standards Act, B.C. Reg. 396/95.

The provisions of the Employment Standards Act incorporated into the Collective Agreement by this Article are minimum requirements. Where other provisions of this Collective Agreement provide benefits, the superior individual benefits apply.

ARTICLE 2 UNION SECURITY

- 2.01** The Employer agrees that all Employees must become and remain members of the Union in good standing as a condition of employment.
- 2.02** Any Employee who fails to make application to become a member of the Union within fourteen (14) calendar days and any Employee who fails to be accepted as a member within thirty (30) calendar days following the commencement of employment shall be subject to dismissal anytime after receiving forty-eight (48) hours notice from the Union, but subject to the provisions of the Labour Relations Code of B.C. It is understood that such membership decisions shall be

made in accordance with the local Union Constitution and By-laws.

- 2.03** The Union agrees to save harmless and indemnify the Employer for all losses, costs, damages, and expenses of any nature which may arise as a result of the dismissal of an Employee for failure to become a member of the Union or maintain membership in the Union.
- 2.04** The Union shall initiate all new members.
- 2.05** The Employer agrees to allow representatives of the Union reasonable access through the Employer's premises.

ARTICLE 3 CHECK-OFF UNION DUES

- 3.01** The Employer shall deduct from every Employee any monthly dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-Laws. Authorization to this effect shall be outlined on the action notice signed by the Employee upon date of hiring and this authorization shall be a condition of employment. A copy of the authorization shall be mailed to the Union Business Office within seven (7) calendar days.

Each new employee, at the time of hire, shall sign an authorization for Union dues deductions which shall be sent to the Union Office. The Union will supply the appropriate form.

It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the local Union Policy.

3.02 Deductions for new Employees shall be made from the first pay cheque and thereafter deductions from each and every Employee shall be made each and every calendar month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following calendar month, accompanied by a list of the names of Employees from whose wages the deductions have been made. The amount of the monthly dues and the initiation fee shall be shown separately.

3.03 The Employer shall include all deductions forwarded to the Union Business Office as union dues on all yearly T-4 slips.

ARTICLE 4 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

4.01 The Employer shall acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off and provide each new employee with a copy of the current collective agreement.

ARTICLE 5 MANAGEMENT RIGHTS AND MUTUAL INTEREST

- 5.01** The management and the operation of and the direction and promotion of working forces is vested exclusively in the Employer, provided however, that this will not be used for discrimination against Employees.
- 5.02** The Employer shall have the right to select its Employees and to discipline or discharge them for just and reasonable cause provided that such rights are not exercised in a manner contrary to the provisions of this Agreement.
- 5.03** The Employer shall fully acquaint Plant Management and Supervisory Personnel with the terms and conditions of this Agreement, and the Employer's responsibilities thereunder.
- 5.04** There will be no Union activity during working hours except that which is necessary in connection with the enforcing of this Agreement.
- 5.05** Neither the Employer, supervisors, nor any agent or Employee of the Employer nor the Union, nor any delegates of the Union, has the power or the authority to change the provisions of this Agreement, unless by mutual written consent of both Parties.
- 5.06** The Union agrees to support the requirements of the Employer that all Union Employees shall perform to the best of their individual abilities the assigned work as directed by the Employer and agrees to fully acquaint the Shop Steward

rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, ancestry or place of origin, nor by reason of his/her membership or activity in the Union, or any other reason.

7.02 The Parties hereto subscribe to the Principles of the Human Rights Code.

ARTICLE 8 SEXUAL AND PERSONAL HARASSMENT

Policy Statement

The Employer and the United Food and Commercial Workers Union, Local 247 recognize and support the right of all Employees to work in an environment free from sexual and personal harassment, and to that end, are committed to providing a workplace free of sexual or personal harassment and making every reasonable effort to ensure that no Employee is subjected to sexual or personal harassment.

Definitions

- a) Sexual Harassment shall be defined as "any unwanted sexual comments, looks, suggestions, or physical contact, directed at an Employee, which creates an uncomfortable, intimidating, hostile, or defensive working environment".

The offence need not necessarily infer "compliance" as a condition of employment, or the offer and/or maintenance of some benefit in exchange for sexual favours. Sexual advances outside of normal working hours and away from the working environment may be construed as harassment where there is a critical link to employment.

- b) Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an Employee, endangers an Employee's job, undermines the performance of that job or threatens the economic livelihood of the Employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and coercion. Also included is favouritism of one Employee to the disadvantage of another.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another Employee.

The Employer hereby agrees that the behaviour in a) and b) will not be tolerated and persons conducting such behaviour will be appropriately reprimanded.

Prevention

This policy applies to all Employees, both in and outside of the Bargaining Unit, recognizing that the alleged perpetrator or harasser, and the harassed, may represent any level of the organization. Harassment as defined is not limited to male-female, but also includes female-male, male-male and female-female incidents. Harassment need not be accompanied by threats or rewards to be termed such.

Any Employee who feels their rights under this policy have been violated is encouraged to report the incident to their supervisor either verbally or in writing. The Employee may be accompanied by another person of their choice during this process if they deem this necessary. The supervisor will advise the Personnel/Human Resources Department of the complaint and all pertinent information.

The Employer and the Union shall each appoint a designate to conduct a joint investigation and each designate must have experience and/or training concerning sexual and personal harassment. The joint investigation shall be a fact-finding investigation and the designates shall submit a report, detailing their findings and recommendations, to the Personnel/Human Resources Department and Union headquarters as soon as possible after the receipt of the complaint. Nevertheless management shall within thirty (30) days of receiving the report, give such orders as may be necessary. Management will take immediate action if necessary.

Nothing shall preclude an Employee from involving a Shop Steward, outside official or a Union official at any stage of the investigation.

In cases where sexual or personal harassment may result in the transfer of an Employee it shall be the harasser who is transferred except that the harassee may be transferred with their consent.

Anyone who is found to have sexually or personally harassed another Employee will be subject to discipline up to and including dismissal. The amount and form of the discipline will depend upon the circumstances of the harassment, whether the person recognizes the seriousness of his or her conduct and whether the person has previously been disciplined for such conduct.

The Employer and the Union agree that extreme care will be taken to ensure that confidentiality will be respected throughout.

Employees should be aware that provisions of the British Columbia Human Rights Code and the Canadian Human Rights Act provide for redress in respect to sexual or personal harassment.

ARTICLE 9 LETTERS OF UNDERSTANDING

9.01 Letters of Understanding, Letters of Intent and Interpretation or Memoranda of Agreement forming part of this Collective Agreement are to be signed by the Union and Employer and are effective for the period specified within the Memorandum

or for the duration of this Collective Agreement. Upon expiry, they will be reviewed and may be extended by mutual agreement between the Parties in writing.

ARTICLE 10 TECHNOLOGICAL CHANGE

10.01 For the purposes of this Article - Technological Change is defined as meaning:

- a) The introduction by the Employer of a change in the work, undertaking, or business, or a change in the equipment or material from that equipment or material previously used by the Employer in the work, undertaking or business: or
- b) A change in the manner in which the Employer carries on the work, undertaking, or business related to the introduction of that equipment or material.

The Liaison Committee shall inform the Union on a ongoing basis as to future plans and developments, catch quotas, area closures, fleet reduction, fleet increase, and change in operation which directly or indirectly affect the working hours of the Employees. It is the intent of this committee to keep the Union and its membership better informed as to the state of the fishing industry and especially the state of J.S. McMillan Fisheries Ltd.

10.02 Necessary training as a result of Technological Change shall be provided without loss of pay and at no cost to the Employee. Any Employee unable to follow a retraining course

shall have the right to be transferred to another classification within the Bargaining Unit.

10.03 At least sixty (60) days before the introduction of any Technological Change which affects the terms and conditions or security or wage rates of an Employee, the Employer shall notify the Union in writing of the change and proposed provisions relating to the change. It is understood there will be times when sixty (60) days notice cannot be given, in which case the Union agrees to permit a reasonable notice period of less than sixty (60) days.

ARTICLE 11 WORK STOPPAGE AND LOCK-OUT

11.01 Where a difference arises between the Parties relating to the dismissal or discipline of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the Parties, without stoppage of work, may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference to Arbitration and the Parties shall agree on a single Arbitrator. The Arbitrator shall hear and determine the difference, and shall issue a decision and the decision shall be final and binding upon the Parties and any person affected by it.

ARTICLE 12 CROSSING OF PICKET DURING A STRIKE

12.01 An Employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes unless and until the picket line has been declared to be unlawful by the Labour Relations Board of B.C.

ARTICLE 13 PROBATION FOR NEW EMPLOYEES

13.01 The probation period for an Employee is defined as a period of time at the commencement of the new job during which the Employee will be assessed regularly. New Employees shall be classified as regular when they have completed a probationary period of 500 straight time hours of employment with the Employer. In the event the Employer wishes to terminate the Employee during this probationary period, the Employer shall notify the Employee and the Union in writing of the reasons for termination.

13.02 In any question raised on discipline or termination of probationary Employees, the Union recognizes the difference in assessment and criteria between probationary and regular Employees.

ARTICLE 14 JOB POSTING

14.01 When openings for Classified jobs occur, either in present classifications or positions covered by this Agreement, such job openings shall be posted on all bulletin boards for a period

of ten (10) regular working days. All Employees in the Bargaining Unit shall have the right to apply for such jobs. Within five (5) regular working days of the closure of the job posting, another shall be posted, announcing the awarding of the position. Within forty-eight (48) hours, one copy of both such postings shall be mailed to the Union Business Office. Should it be required to cancel a posting prior to the awarding of the position the Employer will advise the Plant Executive Committee of the reason.

- 14.02** The Job Bulletin shall include the following information: job title, rate of pay, job duties, hours of work (including anticipated overtime hours) required knowledge and qualifications. Article 14.03 shall be set out on the job posting.
- 14.03** The choice of Employees to fill such openings shall be made on the basis that when skill, ability and attendance record over the last 12 months are comparable, seniority shall be the deciding factor.
- 14.04** Temporary vacancies, such as vacation, leaves (medical, personal, education, maternity, parental, length of service) not exceeding three months may be assigned by management to an Employee having regard to skill and ability and attendance over the last 12 months, including seniority where all else equal, without posting of these positions.
- 14.05** In the event a grievance is lodged by an unsuccessful applicant regarding a permanent posting or placement it may

be filled but it shall not be confirmed until such grievance alleging an inappropriate selection has been processed through the grievance procedure.

- 14.06** If a senior Employee is not successful in obtaining the job vacancy, the Arbitrator shall have the power to award the vacancy to the senior applicant who grieves successfully.
- 14.07** The Employer shall not solicit or place an outside advertisement for any vacancy until the applications of present Employees have been fully processed.
- 14.08** The Union shall be notified of all hirings and terminations of employment within seven (7) working days.
- 14.09** There will be no loss of seniority for Employees who receive permanent transfers as a result of being successful applicants in a permanent job posting, except as otherwise noted in Article 37.13(b).
- 14.10** At the time an Employee fills out an application for a job posting, the Employee may receive a copy of his application signed and dated by Personnel.

ARTICLE 15 JOB CLASSIFICATION AND RECLASSIFICATION

15.01 In the event changes occur in the classifications listed herein, or should new jobs or classifications, including Classified jobs be introduced during the life of this Agreement, wage rates and such changes and/or additions shall be discussed by the Parties hereto and by mutual agreement, such matters shall be incorporated into and become part of this Agreement. In the event the Parties are unable to reach agreement, the matter will be processed through the grievance procedure.

ARTICLE 16 DISCHARGE, SUSPENSION AND DISCIPLINE

16.01 In case of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall include the grounds stated in the discharge or discipline notice to the Employee.

16.02 Dissatisfaction - The Employer shall notify an Employee in writing of dissatisfaction concerning the Employee's work within seven (7) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against the Employee at any time.

16.03 Warnings - Whenever the Employer deems it necessary to warn or censure an Employee in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring his work up to a required standard by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars of such warning or censure to the Employee involved, with a copy to the Union. If this procedure is not followed, such warning or censure shall not become a part of his record for use against him at any time. It is understood all warnings, written or verbal, must be given in the presence of a Shop Steward or other Member in good standing if a Shop Steward is not on shift.

16.04 Discipline - In the event the Employer initiates a disciplinary action against an Employee which may result in the suspension or discharge of the Employee, the Employee shall be notified in writing of the action and/or penalty, with a copy to the Union. In the event the Union lodges a grievance, then that grievance shall commence at Step 3 of the Grievance Procedure.

16.05 A suspension or disciplinary action, including a letter of reprimand or a letter of dissatisfaction shall not be used against an Employee at any time after 12 months (24 months in the case of an Employee who does not work two consecutive seasons, i.e. herring-salmon) following the incident giving rise to the discipline, except where an Employee is at level 3, in which case the Employee must have 12 clear months of no discipline. In either case, if the

employee meets the above-noted requirement, all copies of the discipline will be removed from the employees file. Upon request, employees shall be given copies of any discipline documented in their personnel file.

16.06 Provisions of Articles 16.02 to 16.04 do not apply to probationary Employees.

ARTICLE 17 ADJUSTMENT OF GRIEVANCE

17.01 Grievances arising under this Agreement shall be taken up in the following manner:

Step 1 The Shop Steward, together with the individual Employee involved, shall first take up the matter with the Employee's immediate Supervisor or someone designated by the Employer. If a written grievance is submitted, a written response shall be given within seven (7) days of the date the written grievance is filed.

Step 2 If a satisfactory settlement is not reached then the same individual along with a Shop Steward and/or Union Business Agent shall take up the grievance with the Personnel Officer. Statements in writing shall be exchanged by the Parties concerned regarding the disposition of the grievance.

Step 3 If the grievance is not then resolved, it shall be referred to the Union and Management head offices.

Step 4 If the grievance is not then resolved it may be referred to Article 17.05 or to Arbitration as set out in Article 18.00.

17.02 At no time will the limit of seven (7) days as set out in Step 1, be exceeded in Steps 2, 3 and 4 unless by mutual consent of both Parties.

17.03 The Employee shall notify the Employer and a Shop Steward of a situation giving rise to a grievance within twenty-five (25) days of the event which gave rise to the grievance.

17.04 Following the resolution of the grievance proceedings involving discipline, should the proceeding be resolved in favour of the Employee, all record of the discipline to which the grievance has been resolved will be removed from the record of the Employee.

17.05 The individual Employee involved, Shop Steward, and members of the Plant Grievance Committee will be afforded time off with pay to attend meetings with Management.

17.06 Where the Employer lodges a grievance against the Union and/or any Employee, then that grievance shall commence at Step 2 of the Grievance Procedure.

17.07 Where, after exhausting the first three steps of the grievance procedure of this agreement, a difference remains between the parties relating to callouts, seniority issues, pay issues (individual cases), leaves of absence, vacation issues, bereavement issues, the discipline of an Employee (other than discharge), or any other matters the Parties may mutually agree to, including any question as to whether the matter is arbitrable. A mutually accepted arbitrator shall be chosen, or if the parties cannot agree an arbitrator one will be assigned by the board.

- a) Investigate the difference,
- b) Define the issue in the difference, and
- c) Make an order in writing, with reasons, for final and binding settlement of the dispute within twenty (20) days of the date of his/her receipt of the request, or such extension of time as may be mutually agreed upon by the parties.
- d) Notwithstanding (c), where the parties have mutually agreed before the request is submitted, the arbitrator shall make written recommendations to resolve the difference within twenty (20) days time does not run in respect of the Grievance and Arbitration Procedures.

As this procedure is intended to be non-legal, the parties may present their own arguments by mutual agreement prior to the commencement of this process.

All presentations are to be short and concise and are to include a comprehensive opening "statement". The parties agree to make limited use of authorities and such witnesses as are necessary during the presentation of their cases.

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

All decision of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

The parties shall jointly apply to the Minister of Labour for payment of remuneration and expenses of the arbitrator to be made in accordance with Section 103 of the Labour Relations Code. Any remuneration and expenses not paid under that section shall be borne equally by the parties to this Agreement.

If both Parties agree, other matters may be referred to the trouble-shooter for either recommendations on how to resolve the dispute or for resolution, depending on the particular dispute.

ARTICLE 18 ARBITRATION

- 18.01** Within fourteen (14) days of written notice, the Employer and the Union shall select an Arbitrator by mutual agreement. If such an agreement cannot be reached, either Party may apply to the Minister of Labour for the appointment of an Arbitrator.
- 18.02** Upon selection of an Arbitrator, the Arbitrator will select a date for the hearing of the grievance.
- 18.03** The Arbitrator shall deliver his decision after all evidence has been presented. The award of the arbitrator shall be binding on both Parties. Under no circumstances will the Arbitrator have the power to alter, in any way, the Collective Agreement between the Employer and the Union.
- 18.04** Any decision reached by the Arbitrator will be final and binding on both Parties.
- 18.05** Each Party will pay half the expense and the fee of the Arbitrator.

ARTICLE 19 PLANT LIAISON COMMITTEE

- 19.01** The Plant Liaison Committee will consist of three Union Members (one Plant Executive Committee member and two other Members in good standing) and three Management representatives. Each of the Union and Management will designate two alternate Members that will have the same mandate as those general Members of the Committee. The

two alternate Members as designated by the Union will include one Plant Executive Committee member and one Member in good standing. It is the intent of the Committee to meet monthly or more often as required to discuss Industry issues, the overall development in the plant, safety matters and when possible, give an outlook at the upcoming season. The meetings will be convened during scheduled lunch breaks (management will be responsible for the provision of lunch) and should the meeting extend beyond the lunch break, the Employer will be responsible for the Members wages, provided work was available. Minutes of meetings are to be taken and a copy forwarded to the Local Union office.

19.02 The purpose of the Committee is to provide accessibility to information which is related to our particular business, and further, it is to build a relationship of harmony, trust and teamwork between the signing partners of this Agreement. The purpose of the Committee shall be to promote productivity gains to the benefit of both the Employer and Employees.

Specific topics of discussion will include, but not be limited to:

- a) catch quotas, area closures, fleet changes, etc.
- b) reviewing and developing training programs,
- c) standards under the cost saving sharing program,
- d) standards under the Filleter incentive program,
- e) reviewing need for further incentive based programs,
- f) review of rewards under the suggestion program,
- g) safety studies and prevention, i.e. ergonomics,

- h) proposed plant shutdowns,
- i) technological change,
- j) identification of cost efficiency opportunities,
- k) new market opportunities,
- l) review of Interpretation Letter re: Contracting Out,
- m) review of availability of WCB research grants,
- n) implementation and monitoring of the Seniority Plan,
- o) developing and adjusting job descriptions as required.

19.03 The Liaison Committee is not restricted in its efforts to explore business opportunity and may use information in its findings to create an environment which would stimulate the operational efficiency and achieve better market opportunities. At times, the Liaison Committee or its designate participants may travel to other markets, other processors or seek knowledge which in the long term will assist this operation in maximizing its competitive position in the future. The Liaison Committee will present meeting notes to the stakeholders by November 15 with recommendations and suggestions in relation to the operation. Such report shall be presented at a joint meeting with the owners.

19.04 In general, grievances shall not be discussed at this level, however, in cases where the Committee can be of assistance the Committee may facilitate with advice. It is recognized that the Union Members of the Plant Liaison Committee are restricted in their ability to vote on matters which would result in amendment to the Collective Agreement. When situations arise which potentially could affect the Collective Agreement, such matters will be referred to the Plant Executive

Committee for clarification and decisions on these matters will be deferred. Voting procedure will be developed by the Plant Liaison Committee, should a resolution of the Committee remain tied in a deadlock, the Labour Code - Section 53 - Joint Consultation, will be consulted and a resolution to the matter achieved through the utilization of a facilitator, mediator and/or arbitrator.

19.05 The names of the Committee members and meeting dates shall be posted on bulletin boards to inform all Employees.

ARTICLE 20 GENERAL

20.01 Wherever the singular is used in this Agreement the same shall be construed as meaning the plural where the context or the Parties hereto so require.

20.02 When referring to Employees, or the status of Employees, the word "regular" when used in this Agreement shall be deemed to have the same connotation and meaning as the word "permanent" and vice-versa. The foregoing shall not be construed to mean a guarantee of employment.

20.03 Workers' Compensation Payment Supplement - any Employee who is injured during working hours and is required to leave for treatment or if the injury results in the Employee being unable to complete the shift the Employee shall receive payment for the remainder of that day or shift at the Employee's regular rate of pay.

- 20.04** It is agreed that the Company has a duty to accommodate Employees with disabilities.
- 20.05** The Employer shall continue efforts to identify light duty jobs and such jobs as may be identified in the future, and those which have been identified in the past, will be posted for the benefit of medically affected Employees.
- 20.06** The Employer and Union are prepared to look at each WCB related case independently to determine if suitable employment can be provided for an interim period, not to exceed one (1) month, while the Employee is regaining physical abilities to undertake the regular job. Such an Employee would receive the classification rate for the original classification prior to the work related injury.
- 20.07** All Employees receiving job-related training or upgrading as authorized by the Employer shall be paid their normal wage during such training or upgrading, providing work was available.
- 20.08** The Employer shall pay full tuition fees and course material cost of any Academic or Technical course of study approved by the Employer and successfully completed by the Employee. Application for approval shall be made by the Employee prior to taking the course. If the Employer does not consider the course appropriate, the reason shall be given in writing to the Employee within a reasonable period following the application. The decision of the Employer in this respect will not give rise to grievance proceedings. Any such amount paid by the Employer remains a debt of the Employee to the Employer.

The Employee's debt will diminish according to the following scale of repayment. The debt will reduce by one-twelfth for each completed month of service commencing the first of the month following the completion of the course.

20.09 The Employer shall pay for the forklift retest ticket and up to 2hr wages for members completing the forklift retest.

20.10 A locking bulletin board will be placed in the lunch room or another mutually agreed location and be designated for Union notices/ job postings etc. The Union agrees not to post material objectionable to the Employer.

ARTICLE 21 PENSION PLAN

Effective January 1st, 2003 the Employer will participate in the United Food and Commercial Workers Union Pension Plan and Trust Fund (hereinafter referred to as the Plan or Trust, as applicable) on the following terms and conditions:

- i) Participation in the Plan and Trust will be on the basis that the Employer may be treated as a separate "cost group" within the Local 247 Division. It is understood that if this occurs it means the Trustees will carry out and maintain a separate accounting for the assets and liabilities applicable to the Participating Employees of the Employer and that the benefits determined by the Trustees based on actuarial advice that reflects the contributions paid and payable by and in respect of the Participating Employees of the Employer and the demographic characteristics of the Employee group.

- ii) The Employer agrees to be bound by all of the terms, conditions and provisions of the Agreement and Declaration of Trust under which the Plan and Trust is established and to carry out all of the duties and responsibilities of an Employer under such Agreement and Declaration of Trust including, as appropriate, naming or Participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Plan and Trust.

- iii) Commencing with the later of January 1st, 2003 or the first day of employment of each Participating Employee and for the duration of the Collective Agreement between the Union and Employer, and any renewals or extensions thereof, or until otherwise changed through the collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following contributions shall be made to the Plan and Trust:
 - a) By each Participating Employee – a percentage of their Earnings received from the Employer. The percentage applicable to each Participating Employee shall be as follows;

| Age Last Birthday | Percentage |
|-----------------------------|-------------------|
| Less than 30 | NIL |
| 30 or more but less than 40 | 1.5 % |
| 40 or more but less than 50 | 2.5 % |
| 50 or more | 4.5 % |

Contributions by Participating Employees shall be made by payroll deductions. Changes in contributions by Participating Employees shall be effective from the first day of the pay period following the date in which they become age 30, 40 and 50 respectively.

Pay period shall mean the bi-weekly period from Sunday through Saturday used by the Employer for paying Earnings to Participating Employees.

Earnings shall mean the total compensation paid to a Participating Employee and recorded as Earnings (excluding taxable benefits) on the T-4 (or similar tax reporting form should this designation by Revenue Canada be changed in the future) provided to the Participating Employee each year.

Participating Employee shall mean each Employee of the Employer as of January 1st, 2003 who is subject to the Collective Agreement and each future employee who becomes subject to the Collective Agreement from the date they are first employed. Employees as of January 1st, 2003 who are disabled and thus receiving no earnings from the Employer shall be included on the contribution reports sent by the Employer to the Trustees showing no earnings and no Employer or Employee contributions until they return to active employment.

- b) By the Employer – the percentage set forth below of the earnings of each Participating Employee. The percentage applicable shall be as follows:

| Date | Percentage |
|-----------------|-------------------|
| January 1, 2003 | 4% |
| January 1, 2010 | 4.5% |

- c) Employee and Employer contributions, along with a list of Participating Employees for whom they have been made, shall be forwarded by the Employer to the Trust Company or other financial institution designated by the Trustees of the Plan to receive these and shall do so not later than 21 days after the close of each of the Employer's four (4) or five (5) week accounting periods. These listings shall be prepared in alphabetical order and shall show for each Participating Employees:

1. their Earnings;
2. the Employee contribution deducted from the Earnings;
3. the Employer contribution made in respect of the Participating Employee;
4. the date they became an Employee and their date of birth if they first became a Participating Employee in the Employer's four (4) or five (5) week accounting period;

5. the date they ceased to be an Employee and the reason for cessation if they are no longer a Participating Employee at the end of the Employer's four (4) or five (5) week accounting period;
6. hours worked in the accounting period.

General

- i) It is agreed and understood that the Plan and Trust shall not require the Employer to guarantee the benefits or assure its solvency.
- ii) The Employer agrees to participate under the Trust Agreement, which governs the Plan and Trust, and carry out the duties and obligations of an Employer thereunder including the completion of forms and provision of such information as the Trustees and the Plan Administrator requires from time to time in the Administration and operation of the Plan
- iii) The Plan and Trust is and will continue to be registered under the Income Tax Act and the B.C. Pension Benefits Standards Act.

ARTICLE 22 MEDICAL, DENTAL, EXTENDED HEALTH AND GROUP LIFE INSURANCE

22.01 The Employer shall provide the following benefit coverage for eligible Employees and their eligible dependants:

- a) Medical Services Plan coverage
- b) Extended Health coverage, to include:
 - i) 80% reimbursement after a \$25 deductible,
 - ii) \$100 per 24 months eyeglass option,
 - iii) \$500 per five year hearing aid option,
 - iv) Transportation option,
- c) Dental coverage, to include:
 - i) 75% Basic services,
 - ii) 50% Crowns and Bridges,
 - iii) 50% Orthodontia (to a maximum of \$1,500 per person)
- d) Group Life Insurance, for the Employee only, to be not less than:
 - i) \$25,000 life insurance, and
 - ii) \$25,000 accidental death and dismemberment.

22.02 Eligibility - When an Employee has achieved the status of a regular Employee, the Employee shall be eligible for the above-mentioned benefits. Except for Group Life Insurance, the onus is on the Employee to notify the Employer when they wish to participate in these benefits and complete the appropriate application forms. To maintain the above benefits on an annual basis the Employee shall have maintained a minimum of 350 hours annually. On achieving the 350 target hours, the Employee will be eligible for coverage for the calendar year following. An additional eligibility test will apply in respect of Article 22.04.

22.03 The Employer shall pay 100% of the monthly premiums for Employees hired prior to June 10, 2004. The Employer shall pay 80% of the monthly premiums for Employees hired after June 9, 2004.

22.04 Unless the Employee instructs the Employer to cancel coverage during their absence, the Employer agrees to provide Employees, and their eligible dependants, with coverage during periods of lay-off, absences due to illness or injury, or while receiving Workers' Compensation Benefits. Upon lay-off, premiums for all benefits, excluding Dental, will be paid for three calendar months following said layoff if the Employee has worked the target hours of 350 in the calendar year immediately preceding the year of layoff. If the Employee has worked less than the target hours of 350 in the calendar year immediately preceding the year of layoff, the benefits so described within this Article will be maintained for a period of one calendar month immediately following layoff.

After the period of coverage as described herein, the onus is on the Employee to maintain premium payments to the Employer to keep up the coverage. (see also Article 28.02)

22.05 As a means of continuing premium payments to the Employer, the Employee's cost of such premiums may be estimated for the anticipated period of absence and be deducted from the Employee's paycheque prior to commencing said leave. Any resulting difference will be deducted from, or credited to, the Employee's paycheque following their return to work.

22.06 Each Employee will be provided with a certificate of coverage for all benefits they are participating in.

ARTICLE 23 COST SAVINGS SHARING PLAN

23.01 Objective:

To provide incentive for the all employees to maintain a high level of productivity which results in profitability for J.S. McMillan Fisheries Ltd. and enhanced compensation for the individual based on results achieved.

23.02 Measurement Criteria:

- a) Based on achieving a cost per filleted pound, skin off, on the following basis:

| COST CRITERIA | |
|----------------------|--------------------------------|
| Species | Cost per Filleted Pound |
| Cod, Grey | 0.33 |
| Cod, Ling | 0.25 |
| Perch | 0.30 |
| Pollock | 0.33 |
| Red Stripe | 0.32 |
| Rock Fish | 0.35 |
| Skate Wings | 0.35 |
| Sole, Brill | 0.60 |
| Sole, Dover | 0.75 |
| Sole, Lemon | 0.70 |
| Sole, Rex | 0.80 |
| Sole, Rock | 0.60 |

- b) Benefit will be calculated based on the weighted average difference of the actual results achieved as compared to standards noted in the table above, excluding those species in which 500 filleted pounds are not cut in a month.
- c) Cost per filleted pound will include direct labour costs and company portion of benefits paid.

- d) A summary of the cost calculations will be provided for the employees review on a monthly basis, including the calculation of the benefit payable.
- e) Months that result in zero or a net loss will have no benefit paid.

| Example - Net Benefit Calculation | | | | | |
|--|------------------------------|----------------------------|---------------------------------|------------------------|----------------------------|
| Species | Standard Cost (A) | Actual Cost (B) | Difference (A) - (B) | Filleted Pounds | Benefit/ (Loss) |
| Rockfish | 0.35 | 0.30 | 0.05 | 20,000 | 1,000.00 |
| Cod, Grey | 0.33 | 0.23 | 0.10 | 20,000 | 2,000.00 |
| Skate | 0.35 | 0.45 | (0.10) | 5,000 | <u>(500.00)</u> |
| | | | | | <u>2,500.00</u> |

23.03 Financial Review:

- a) A review of the financial results for each period will be undertaken with the Plant Liaison Committee.

23.04 Allocation of Benefit:

- a) The monthly payment will be split between the employee group and J.S. McMillan Fisheries Ltd. at a ratio of 55:45 for all groundfish cost savings sharing programs.

| Example - Net Benefit Allocation | | | |
|---|---------------------|--------------------|--------------------------|
| | Allocation % | Net Benefit | Allocated Benefit |
| J.S. McMillan Fisheries Ltd. | 45 | 2,500.00 | 1,125.00 |
| Employee Group | 55 | 2,500.00 | <u>1,375.00</u> |
| | | | <u>2,500.00</u> |

23.05 Frequency and Eligibility of Payment:

- a) Payment to employees will be made on final payroll of each month end and reflect the accumulated benefit calculated under the measurement criteria of the previous month.
- b) Payment will be calculated for the employees that worked during the month the benefit was derived and paid pro rata on the basis of total hours worked by the employee as a percentage total hours for all employees for that month of benefit.
- c) Eligible employees will include all employees as defined within the collective agreement.

| Example - Employee Allocation | | | | |
|--------------------------------------|---------------------|-------------------------|--------------------|-------------------------|
| Name | Actual Hours | % of Total Hours | Net Benefit | Personal Benefit |
| Mr. Doe | 100 | 8.7 | 1,250.00 | 108.75 |
| Mrs. Doe | 50 | 4.3 | 1,250.00 | 53.75 |
| Others | <u>1,000</u> | <u>87.0</u> | 1,250.00 | <u>1,087.50</u> |
| | <u>1,150</u> | <u>100.0</u> | | <u>1,250.00</u> |

23.06 Future Amendments to Cost Saving Sharing Program:

- a) Criteria will be established with the aid of the Plant Liaison Committee to compensate more directly the productivity efforts within the plant based on costing criteria.
- b) Cost savings sharing standard costs will be reviewed on a semi-annual basis by the Plant Liaison Committee and amendments made to reflect historical results and industry demands.

ARTICLE 24 HEALTH AND WELFARE BENEFIT PLAN

24.01 The Plan shall be financed by contributions from the Employees.

24.02 Every Employee shall, as a condition of employment, authorize the deduction from earnings of the amount certified

by the Union from time to time to be the required contribution from the Employee pursuant to the UFCW 247 Prince Rupert Shoreworkers and Clerks' Health and Welfare Benefit Plan.

24.03 Contributions required from the Employees for the previous calendar month shall be forwarded to the Plan Administrator not later than the fifteenth (15) of each month, accompanied by a list of the names of Employees; beside and in line with each Employee's name shall be detailed in the total number of straight time hours worked by the Employee during the month for which the contribution has been made and the dollar amount of the Employee's monthly premium or contribution.

24.04 Upon request, the Employer agrees to provide the Union with written verification of the gross weekly earnings which an Employee, who is absent due to illness or accident, would have earned as well as the weekly hours which the Employee would have worked were it not for the illness or accident.

24.05 A copy of the Health and Welfare Benefit Plan pamphlet is available from the Union.

ARTICLE 25 SICK PAY

25.01 The Employer shall contribute to each individual Employees sick bank twenty (20) cents for all hours worked. In the event of sickness or accident of short term duration or in the event of leave for medical, parental, personal or other, the Employee may withdraw from his banked sick time an amount equal to but not greater than wages lost as a result of work

missed. Additionally, at the Employee's option, the Employee may designate that banked sick time be used to pay benefit premiums for periods not otherwise paid by the Employer as outlined within the Collective Agreement. A Doctor's certificate may be required by the Employer. Unused time will be paid out yearly, if requested by the Employee. Sick pay entitlement may be withdrawn in units of not less than one hour. Where such pay is drawn in units of less than four hours, a note from a medical professional will be required.

ARTICLE 26 VACATIONS

- 26.01** Vacations are not cumulative and no Employee may continue to work and draw vacation pay in lieu of taking vacation.
- 26.02** All Employees shall receive as a minimum, vacation pay at the rate of 4% of gross earnings.
- 26.03** All Employees with a seniority date prior to May 1, 1998 will have their individual vacation entitlement red circled for their number of weeks of entitlement and gross percentage of earnings. All other Employees hired before June 9, 2004 shall earn future entitlement based on the following:

| Calendar Years of Service | Weeks of Vacation | Percentage of Earnings |
|--|----------------------------------|---------------------------------------|
| 3 years or less | 2 weeks | 4.0% |
| 4 to 9 years | 3 weeks | 6.0% |
| 10 to 15 years | 4 weeks | 8.0% |
| 16 to 20 years | 5 weeks | 10.0% |
| 21 to 22 years | 5 weeks, 1 day | 10.4% |
| 23 to 24 years | 5 weeks, 2 days | 10.8% |
| 25 years | 5 weeks, 3 days | 11.2% |
| 26 years | 5 weeks, 4 days | 11.6% |
| 27 years | 6 weeks | 12.0% |
| 28 years | 6 weeks, 1 day | 12.4% |
| 29 years | 6 weeks, 2 days | 12.8% |
| 30 years and thereafter | 6 weeks, 3 days | 13.2% |

26.04 Employees hired after June 9, 2004 will only be eligible to earn a maximum of four (4) weeks' vacation.

26.05 If, after a calendar year's employment the vacation pay earned does not amount to weeks of vacation and percentage of earnings as outlined in Article 26.03, the Employee must be

given vacation equal in length to the vacation pay earned and has the option to request and be granted additional unpaid vacation equal in length to the vacation that would have otherwise been earned and as outlined in Article 26.03.

26.06 The word "worked" in this Article shall mean:

- a) any days an Employee reports for work, regardless of the hours worked on such a day;
- b) any days an Employee was absent on annual vacation;
- c) any days an Employee was granted a Statutory Holiday with pay;
- d) any days an Employee was required to be absent from available work to serve on Jury Duty, or to appear as a witness in any court;
- e) any days an Employee was absent on Bereavement Leave;
- f) any days on which work was available (up to a total of ten (10) working days per calendar year) an Employee was granted Leave of Absence without pay to attend Union conventions, schools or seminars. The number of Employees granted Leave of Absence to attend Canadian Labour Congress and B.C. Federation of Labour Conventions shall not exceed two (2) for a period not to exceed five (5) working days. The number of Employees

granted Leave of Absence to attend the Canadian Labour Congress Winter School in Harrison, B.C. shall not exceed one (1) for a period not to exceed ten (10) working days. The number of Employees granted Leave of Absence to attend local Union seminars shall not exceed fifteen (15) for a period not to exceed one (1) working day. If requested by the Employer, such absences are to be supported by a letter of verification from the Union Business Office.

g) any days an Employee was absent on Workers' Compensation. However, for vacation pay purposes, days absent on WCB will only count up to a maximum of twelve (12) consecutive months.

26.07 Upon termination an Employee shall receive that amount of vacation pay earned up to the time of termination.

26.08 Should a paid Statutory Holiday fall during an Employee's annual vacation period, and if the Employee would have qualified for pay for that day if not on vacation, then the Employee shall receive one (1) extra day vacation with pay.

26.09 Vacations shall be given at a time mutually agreeable between Management and the individual Employee. Vacation shall be taken in one week blocks unless the Employee requests it be split into days. Employees shall not be prevented from taking two (2) consecutive weeks vacation and in the case of those who qualify for three (3) or four (4) weeks vacation with pay, every effort shall be made to give the full vacation at one time

providing it does not disrupt the continuity of operations. Employees shall select their vacation periods in order of seniority. However, after March 1 of every calendar year, vacations shall then be approved at Management's discretion. Vacation requests will not be unreasonably withheld. If a request for vacation days during the peak season is not granted, the Employer must show valid reason for such refusal.

26.10 All Employees will be placed on a common anniversary date of January 1 of the year the Employee was hired (e.g.: an Employee hired in October 1997 would have an anniversary date of January 1, 1997).

26.11 An Employee may request on the Vacation/Approval Application, to draw vacation pay up to one (1) pay period prior to commencing the actual vacation, providing a minimum of ten (10) working days notice is given prior to the payday on which the vacation monies are required.

Advance vacation pay is withdrawn as follows. Vacation pay can be withdrawn from the accumulated vacation fund from the previous year. If an Employee is leaving for vacation, they are entitled to withdraw 70 percent of their requested vacation amount in the pay period prior to leaving. The advance amount will be 70%, leaving 30% for the deductions that will be paid when the vacation is actually taken. In the period(s) in which the vacation is actually taken, the advanced amount will be taken back and deductions taken off. This may leave a small balance to be paid to the Employee.

If the vacation bridges more than one pay period, the advance will be broken down into equal portions and these amounts will be taken off in individual pay periods. This allows the earnings to be placed in the correct pay period for Employment Insurance purposes.

26.12 All Employees hired prior to June 10, 2004 with less than 400 straight-time hours will receive their earned vacation pay on each cheque. All Employees hired after June 9, 2004 with less than 500 straight-time hours will receive their earned vacation pay on each cheque.

ARTICLE 27 STATUTORY HOLIDAYS

27.01 The Employer recognizes the following as paid holidays:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| B.C. Day | |

or days in lieu of these listed statutory holidays and any other day proclaimed, gazetted, or declared as a statutory holiday by the Federal, Provincial or Municipal Governments.

27.02 When any of the above noted statutory holidays falls on a Saturday and is not proclaimed as being observed on some

other day, the following Monday shall be deemed to be the statutory holiday for the purposes of this Agreement. When any of the above noted statutory holidays falls on a Sunday and is not proclaimed as been observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the statutory holiday for the purpose of this Agreement.

27.03 Easter Monday shall be observed on the following Friday and shall be deemed to be the statutory holiday for the purpose of this Agreement.

27.04 Subject to the provisions of Articles 28.05, 28.06 and 28.07, an employee who does not work on the above noted statutory holidays (or any day in lieu thereof granted) shall have their statutory holiday pay entitlement calculated as follows:

1. For an employee who has worked at least 15 of the last 30 days before a statutory holiday, by dividing the Employee's total wages, excluding overtime wages, for the 30 day period by the number of days worked;
2. For an employee who has worked less than 15 of the last 30 days before a statutory holiday, by dividing the Employee's total wages, excluding overtime wages, for the 30 day period by 15.

An Employee who works on the above noted statutory holidays (or any day in lieu thereof granted) shall be paid at one and one-half the regular rate of pay in addition to their

calculated statutory holiday pay. An Employee who works on any of the above noted statutory holidays and does not qualify for statutory holiday pay, shall be paid at one and one-half the regular rate of pay. Working on a statutory holiday will remain voluntary at the option of the Employee.

27.05 To qualify for 8 hours statutory holiday pay an Employee must:

- a) have worked at least 15 days within the 30 days before the statutory holiday as specified in Article 27.04 1. above, or
- b) have worked a minimum of 250 hours, including overtime hours, during the twelve (12) month period preceding the statutory holiday. In addition, an Employee must have been called and reported for work the last straight time working day and the first straight time working day available within seven (7) calendar days preceding and following the statutory holiday. All time spent on annual vacation, provided work was available to the Employee, and time on Workers' Compensation up to a maximum of 150 hours shall be considered time worked for the purposes of this Article.

27.06 To qualify for statutory holiday pay on Easter Monday and/or Boxing Day an Employee must qualify under Article 27.05 (b).

- 27.07** Employees on Leave of Absence will not qualify for any statutory holiday pay during such Leave unless otherwise qualified under Article 27.05 (b).
- 27.08** No Employee will be disqualified for statutory holiday pay if sickness or accident or approved Bereavement Leave only prevented the Employee from qualifying and the Employee meets the other conditions necessary and if the Employee would have normally received such statutory holiday pay. Such sickness or accident must originate within the thirty (30) calendar days preceding the statutory holiday. If requested, a Doctor's certificate must be produced.
- 27.09** Employees working on the day prior to Christmas will receive four (4) hours off with pay. Employees working on the day prior to New Year's will receive four (4) hours off with pay.

ARTICLE 28 LEAVE OF ABSENCE

- 28.01** The Employer will grant Leave of Absence to Employees suffering injury or illness subject to medical certificate if specifically requested by the Employer. The Employee shall have a reasonable period of time to present such Medical Certificate. The Employee shall ensure the injury or illness which requires the Leave of Absence is reported immediately or as soon as may be reasonably possible unless extenuating circumstances prevail. Such absence shall be reported to the supervisor, chargehand, timekeeper, or the Personnel Office.

28.02 In cases of illness or injury, prolonged or otherwise, an Employee shall retain seniority throughout; however, should such leave extend beyond fifteen (15) months, the accumulation of seniority will be limited to fifteen (15) months. Upon returning to work, the Employee shall be given the same position occupied at the commencement of such illness or injury, providing the Employee is willing and capable to fill such position and has provided a doctors' certificate indicating same. Upon taking a leave of absence for illness or injury, premiums for all benefits, excluding Dental, will be paid for three calendar months following said leave of absence if the Employee has worked the target hours of 350 in the calendar year immediately preceding the year of leave of absence. If the Employee has worked less than the target hours of 350 in the calendar year immediately preceding the year of leave of absence the benefits so described within this Article will be maintained for a period of one calendar month immediately following the leave of absence. Following the above period of coverage, the Employee shall become responsible for payment of the above benefits extended by the Employer.

28.03 An Employee shall, upon written request, be granted unpaid leave of absence each year for educational or training purposes. Proof of attendance shall be provided upon request. Unless exceptional circumstances prevail, this written request must be submitted a minimum of one (1) month in advance of the commencement date of the leave. An Employee taking leave under this clause will retain seniority, but will not accumulate seniority. Should such leave extend

beyond four (4) months, the employee will have seniority protected but will not necessarily return to same position.

28.04 There shall be no forfeiture of total seniority unless:

- a) the Employee concerned has not reported back by the final date of the Leave of Absence;
- b) the Employee has contravened the reasons for which the Leave of Absence was granted. Notwithstanding the foregoing, if it was not reasonably possible for the Employee to report back by the final date of the Leave of Absence, the Employee must notify the Supervisor and request the Leave be extended.

28.05 The Employer will grant Leave of Absence where required to Employees who are appointed or elected to a Union position or who have been nominated or elected to Federal, Provincial or Municipal office for the period of their elected term and the Employee shall suffer no loss of seniority and will accumulate seniority during such Leave.

28.06 The Employer will grant Leave of Absence to Employees to attend Union meetings and convention, Labour Arbitrations and Labour schools in order that they may carry out their duties on behalf of the Union, and the Employees shall suffer no loss of seniority as a result of such Absences and will also accumulate seniority during such Leave. Where possible, the Employer will be provided with two weeks notice of such absences.

- 28.07** Employees will retain but not accumulate seniority while on Leave of Absence unless identified as such in these Articles and under seniority provisions within the Agreement.
- 28.08** Employees granted a Leave of Absence may notify the Employer of their intention to revoke their request of Leave at any time prior to commencing such Leave, and they shall be permitted to continue working in line with their seniority. Employees granted a Leave of Absence may return to work in line with their seniority before the date of the Leave of Absence expires, provided such Employee notifies the Employer.
- 28.09 Length of Service Leave of Absence** - after an Employee's fifth (5th) anniversary of employment, the Employee is entitled to take up to six (6) months Leave of Absence without pay or benefits for whatever reason. Unless the Employee instructs the Employer to cancel coverage during the Employee's leave of Absence, the onus is on the Employee to keep up premiums. The Employee must request this in writing within a reasonable time prior to commencement. This leave of absence can only be applied for once in a five-year period and cannot be taken consecutively with another leave of absence the Employee will become entitled to in the next five (5) years of employment. If this leave of absence has been utilized then it cannot be applied for until the tenth (10th) anniversary year. Should such leave extend beyond four (4) months, seniority will be retained throughout the leave; however, the accumulation of seniority will be limited to

four (4) months and the Employee may not necessarily return to the same posting.

28.10 Special Leave - an Employee may transfer out of the Bargaining Unit to a Management position within the Fairview Plant for a period not exceeding six months. At any time during the leave the Employee may elect to return to the Bargaining Unit and shall be reinstated in the position held before the transfer. For the duration of the transfer, the Employee will retain but not accumulate seniority. The foregoing shall also apply to any Employee deemed unsuitable for the management position. The Company shall notify the Union in writing of the date of transfer to management and where applicable, the date of return to the Bargaining Unit.

ARTICLE 29 MATERNITY AND PARENTAL LEAVE

29.01 Employees shall request a leave of absence because of pregnancy. Such request will be granted provided the Employee submits the request at least four (4) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner indicating the estimated due date, - unless medical circumstances prevent the employee from providing the required notice.

Pregnancy leave shall be a maximum of seventeen (17) unpaid weeks of which eleven (11) weeks may be taken prior to delivery. The Employer will require additional medical documentation from an employee who requests more than eleven (11) weeks leave prior to her due date.

If pregnancy leave is not requested until after the birth of a child or after termination of the pregnancy, the employee is entitled to up to six (6) consecutive weeks of leave beginning on the date of birth or termination date.

An initial period of leave may be extended up to six (6) consecutive weeks if an employee is unable to return to work for reasons relating to the birth or termination of a pregnancy.

A request to return from leave earlier than six (6) weeks from the birth must be made in writing at least one (1) week before the proposed return date.

An Employer may require an employee to provide a doctor's certificate in support of a request for leave or a leave extension.

29.02 Parental Leave

Birth mothers who have taken pregnancy leave under Article 29 shall at their request be granted an unpaid parental leave of a maximum of thirty-five (35) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth.

(a) Birth fathers, adoptive parents and birth mothers who have not taken leave under Article 30 shall at their request be granted an unpaid parental leave of a maximum of thirty-seven (37) consecutive weeks, to be taken within

the fifty-two (52) week period after the birth or adoption of child.

- (b) Employees requesting leave under Article 30 must give the Employer at least four (4) weeks written notice of the date the employee will start parental leave unless:
 - i) The medical condition of the birth mother or child makes it impossible to comply with this requirement.
 - ii) The date of the child's placement with the adoptive parent was not foreseeable.

The Company reserves the right to request appropriate documentation supporting i) or ii) above.

- (c) Employees on leave shall give the Employer a minimum of two (2) weeks' notice of their intention to return to work.
- (d) If employees eligible for parental leave are parents of the same child and are both employed by the Employer, the Employer is not required to grant parental leave to more than one employee at a time.

ARTICLE 30 BANKED OVERTIME

30.01 Employees utilizing "Banked Time" will retain and accumulate seniority.

- 30.02** Banking Overtime - an Employee may elect to bank overtime in accordance with Articles 30.03 to 30.12.
- 30.03** Overtime banking is limited to the equivalent of 200 straight time hours.
- 30.04** An Employee may withdraw all or a portion of the banked overtime by cheque, providing the Employee gives the Supervisor advance notice of one pay period. (Note: emergencies will be considered on their own merit.)
- 30.05** Banked overtime may be drawn by cheque or paid time off.
- 30.06** An Employee may opt to withdraw from the plan at anytime with the understanding that banking of any overtime will not be permitted until the following year.
- 30.07** An Employee who withdraws a portion of their banked overtime may continue to bank up to the remaining equivalent of 200 straight time hours.
- 30.08** The Employee who requests to withdraw over 40 hrs consecutive banked overtime as paid time-off must make such a request to the Supervisor a minimum of ten (10) working days in advance of the requested days off.
- 30.09** (a) The objective of the banked overtime provision in this agreement is to smooth incomes in slow times therefore employees will not be permitted to withdraw consecutive blocks of more than 80 hrs at one time. Art 31.08 does not

apply if an employee is using Banked overtime for compensation due to medical leave.

(b) The Employer will attempt to allow as many employees to use the banked overtime blocks as possible however only after consideration of scheduled vacation and emergency situations. The union shall have the opportunity to investigate into the circumstances if an employee has been denied.

30.10 Employees classified as Mechanics, or those who hold priority jobs, may bank up to a maximum of 200 hours. However, they will be restricted to a maximum of 40 hours of paid time-off in any block, unless their services are not required for longer periods. In such cases, additional banked overtime may be taken in paid time-off.

30.11 Banked overtime will not be accumulated from year to year.

30.12 Banked overtime from each calendar year will be paid out by March 31st of the following year.

ARTICLE 31 BEREAVEMENT

31.01 Provided work is available, bereavement leave with pay of three (3) consecutive working days will be granted upon request in the event of a death within the regular Employee's immediate family. Time off must be taken and bereavement pay will not include overtime hours. Bereavement leave must be concluded within fourteen (14) days following the death.

Immediate family shall be defined as: Father, Mother, Husband, Wife, Son, Daughter, Brother, Sister, Mother-in-law, Father-in-law, Grandfather, Grandmother, Step Parents, Step children, Legal Guardian, Son-in-Law, Daughter-in-Law, common-law and same-sex spouse. In exceptional circumstances an extension without pay to the three (3) days Leave may be approved by the Employer. The Company reserves the right to request appropriate documentation supporting the above.

31.02 Employees may split their entitled time off between bereavement and time of service.

31.03 Unpaid Compassionate Leave will be granted to a regular Employee for the purpose of the Employee attending a member of the immediate family that is ill to the extent that death is deemed to be imminent, and should that family member die as a result of said illness the Employee shall qualify for Bereavement Leave benefits as outlined in Article 31.01.

31.04 In the event of a death of a regular Employee, the Employer agrees to pay five hundred dollars (\$500) to the Employee's beneficiary, as specified on the life insurance policy provided by the Employer, to help with the immediate funeral costs.

ARTICLE 32 JURY DUTY

32.01 Regular Employees who are required to be absent from work to report for selection or serve on Jury Duty, or who are

subpoenaed to appear as a witness in any court, will be paid the difference of up to eight (8) hours pay per day, based on the straight time rate of their regular job and the payment received for said Jury or witness duty provided work was available. (Payment for travelling, meals, or other expenses excluded). The Employee will provide proof of service and the amount of payment received.

Hours paid for such duty will be considered as hours worked under the definition of this Collective Agreement.

In no instance will an Employee be required to work any shift while serving Jury Duty or as a witness.

All Employees affected by this Article will give notice to the Employer as soon as possible when called for selection, Jury Duty, or as a witness.

ARTICLE 33 SENIORITY

Through this Plan it is the intent of the Parties to create better opportunities for Employees to maximize employment and, therefore, earnings throughout the calendar year. The Company will pursue new market opportunities for the purpose of bringing additional work to the Fairview Plant, i.e. storage, processing, value added products, etc. The Plant Liaison Committee (P.L.C.) shall ensure that the mutual intent of the Parties is met.

GOAL

To achieve growth as the preferred supplier by providing quality products with job satisfaction by anticipating the changing needs in the fishing industry.

COMMITMENT

Through investment and development, provide opportunities for Employees to achieve their maximum potential.

VALUES

Obligation to all those in the community that our activities touch through communication, integrity and respect.

RESPONSIBILITY

Define basic skills that provide the foundation for learning other more specific occupational skills to enhance mobility, improve job performance, productivity and job satisfaction through learning, evaluation and assessment.

TRAINING

In order to implement a comprehensive Training Program, the Parties will jointly design and circulate an Employee questionnaire which will be used to create a skills inventory and to assess each Employee's training needs.

The Parties will summarize the results, prioritise the training needs and develop a schedule for implementation based on anticipated needs so that all Employees can maximize their hours of work in accordance with their training and the seniority provisions of the Collective Agreement.

1. Employees will be called out from the Plant Seniority List according to seniority and ability to perform the work (e.g. filleting, forklift, heavy duty) with the understanding that posted positions will retain call-out privileges.
2. Vacant positions will not be posted unless they are needed.
3. An Employee who does not work during any 15 consecutive calendar months, not including absences which are allowed under the Collective Agreement, will be removed from the seniority list.

33.01 Seniority is defined as the length of continuous service in the Bargaining Unit.

33.02 The application of seniority is Plant Wide.

33.03 Upon completion of 500 straight time hours, Employees shall be considered regular and shall be listed on the next published Seniority List.

33.04 The Seniority List will include the following information relative to each Employee:

Name, phone number, seniority number, Employee number, total months worked, commencement date of seniority. Employees who have been granted a leave of absence shall show type of leave and return date. Employees who perform

heavy duty or forklift work will be identified on the Seniority List.

- 33.05** Once an Employee has achieved regular status under Article 33.03, that Employee's seniority shall be dated from the time and date of original hire. From then on, that Employee, as all other Employees, will accumulate seniority as long as they are available for work and in accordance with Article 28.
- 33.06** During a reduction of the forces, an Employee who has been laid-off or placed on-call shall retain seniority and continue to accumulate seniority if available for work and in accordance with Articles 33.04 and 33.06. If an Employee is engaged in a training course with Canada Manpower auspices or is otherwise employed at off-season work consistent with E.I. and/or Canada Manpower requirements, that Employee shall notify the Employer within three (3) working days immediately after accepting such off-season work or engaging in such training course. To establish eligibility to retain or accumulate seniority, such Employee shall be required to furnish the Employer and the Union with proof of such training and/or off-season employment.
- 33.07** When more than one Employee is serving a probationary period, they shall be called to work when required in order of seniority. In the event two or more Employees start working on the same date and time, the order of their seniority shall be determined by the assigned sequence number as displayed on the Seniority List.

- 33.08** During slack periods Employees with the greatest seniority shall be last to be laid-off and at the end of such slack periods shall be the first to be hired on, providing they are willing and capable to accept such work as is available.
- 33.09** New Employees shall not be hired when there are regular Employees laid off or on-call able to perform the work. This shall not prevent the Employer from obtaining new hires in advance of the season.
- 33.10** During a reduction of the work force, where an Employee's seniority is such that the Employee will be laid off, or placed on-call, the Employee will be automatically available for work from the Seniority List provided however:
- a) work which cannot be completed within 1 hour, not including wash-up time, shall be assigned by seniority.
 - b) an Employee whose name is on the Seniority List must be available in areas the Employee has indicated a willingness to work.
- 33.11** Employees shall forfeit their seniority rights in the event they quit the employ of the Employer and are not rehired within thirty (30) days, or are discharged for proper cause. The decision to rehire is at the sole discretion of the Employer.
- 33.12** Wherever possible, instruction as to when to next report for work shall be given before the end of the shift.

- 33.13** If any situation occurs which makes it impossible to notify Employees as outlined in Article 33.12, the Employer shall endeavour to notify Employees by telephone as to when to report to work.
- 33.14** Should the Employer be unable to contact an Employee under Article 33.13, detailed notations and \ or records will be made of the same and this will be available to any member of the Shop Steward Committee and/or the Union upon request. It is clearly understood, however, that the Employer shall continue to attempt to contact Employees who could not be contacted for the next day or next call-out.
- 33.15** Nothing herein shall preclude the right of an Employee to telephone the plant to find out if there is work and when to report for work.
- 33.16** A phone number shall be designated by the Employer along with specified hours for use by Employees, who for emergency or other reasons find themselves unable to report for work after being notified to do so.
- 33.17** The Employer agrees that if it is shown there has been an improper application of seniority according to the current Seniority List which results in an Employee losing pay, the Employer will be liable for payment of such lost earnings.

33.18 Seniority List

The Employer shall prepare and maintain a Seniority List in accordance with the terms and conditions of this Agreement. Such Seniority List shall be revised each and every calendar month and posted on all bulletin boards not later than the fifteenth (15th) day of the following calendar month; one copy of such lists shall be given to the Chief Shop Steward and one copy of such lists shall be mailed to the Union Business Office within five (5) calendar days of the date the list is posted.

33.19 The Seniority List shall provide the basis for lay-offs, recalls and hiring whether of a sporadic or seasonal nature, and shall also determine the order of call-out for overtime work.

33.20 An Employee may initiate a grievance regarding their placement on the Seniority List.

33.21 Should a dispute arise on the question of seniority, such dispute shall be processed through the Grievance Procedure.

33.22 The application of seniority in considering job applicants includes all jobs, temporary vacancies or those jobs designated as Classified jobs.

33.23 If and when an Employee notices the information recorded on the Seniority List beside and in line with his name is incorrect, he shall notify the Employer of such error.

ARTICLE 34 JOB PROTECTION

34.01 The principle of Supervisory personnel (other than "Chargehands") not doing work coming within the duties of named classifications shall be recognized. At certain small operations or areas where it has been customary for Supervisors to do bench and floor work as a part of their duties, present practice shall continue. Any abuse of present practice in small operations or any use of Supervisory personnel in large operations for bench or floor work, except in case of emergency or for instruction purposes, shall be considered cause for grievance.

ARTICLE 35 EQUIPMENT

35.01 The Employer agrees to provide items of clothing and equipment to Employees in accordance with the equipment list available from Personnel. The Employer and the Union agree to review and where mutually agreed, revise the equipment list.

35.02 An Employee proceeding on a Leave of Absence which is in excess of eight (8) weeks, or who has terminated employment with the Employer, for whatever reason, shall be required to return all articles of clothing and equipment to a Supervisor prior to departing. Costs of missing clothing or equipment items will be deducted from the Employee's pay.

35.03 Clothing and equipment articles will be signed for and will be marked for identification purposes.

35.04 Tradespersons and Employees in general maintenance work who provide their own tools shall receive a tool allowance of \$35.00 for every month the employee is actively employed. The allowance will be paid the last pay period of each quarter. Based on past practice the Employee will continue to supply and replace certain tools and equipment. This provision relieves the Employer of any responsibility for personal tools.

35.05 The Employer agrees to maintain equipment that employees are required to use in a safe condition. Equipment that is not in proper condition should be reported to the employee's supervisor and replaced. Employer to supply union office with a copy of the equipment list.

ARTICLE 36 HOURS OF WORK AND OVERTIME

36.01 a) The regular work week for all plant Employees covered by this Agreement shall consist of five (5) eight (8) hour days commencing on Monday and ending on Saturday, with Saturday remaining a voluntary work day offered by seniority. The regular working day shall commence not earlier than 6:00 a.m., with the exception of a 5:00 a.m. start time for preparatory work only, and shall finish not later than 7:00 p.m. Sunday will comprise an additional voluntary work day, offered by seniority, for the duties of unloading, grading and distribution of product for customers which is not subject for further processing. The Company agrees not to abuse this principle and abuse will

constitute a grievance proceeding under the Collective Agreement.

During the 1997 negotiations the parties agreed to implement the concept of maximizing the forty (40) hours work week and year-round employment for as many employees as possible. The Parties agree that the total hours worked by an Employee Monday through Saturday do not exceed the total hours worked Monday through Saturday by a more senior Employee.

- b) When an Employee with seniority has achieved 40 hours work during a regular work week the Employer may "call out" a less senior employee that has not yet achieved 40 hours work for the regular work week.

If, however, a junior Employee is paid more hours than a senior Employee, the senior Employee will be compensated accordingly.

- c) The formula for separating day shift from night shift will be: day shift, 6:00 a.m. – 7:00 p.m. or 8:00 a.m. - 8:00 p.m., and night shift, 3:00 p.m. - 4:00 a.m. or 8:00 p.m. - 8:00 a.m. The Employer may implement staggered scheduling during these hours based on the following:
 - 1. Employees will have the opportunity to select their shifts by seniority.
 - 2. If sufficient Employees do not volunteer for the required shifts, the shifts will be rotated.

- d) During times of "Double Shifting" such as during the Roe Herring season, Employees will be given the option of working either "Day Shift" or "Night Shift", with preference of either shift given in order of seniority.
- e) Employees working night shift will be eligible for day shift work requirements if and when they have not worked the night shift for one (1) shift, and there will be no requirement for them to work night shift on the second day free from work. i.e.: Employee worked night shift Tuesday from 8:00 p.m. to 8:00 a.m. Wednesday morning; should there be no night shift Wednesday night and there would be no work for this Employee Thursday night either, the Employee would be called in for work, for day shift work on Thursday, in line with their seniority.
- f) When Employees are working voluntary overtime they will complete the task so assigned, providing that the work is not to exceed 1 hour overtime for the day.
- g) The voluntary Sundays for a crew unloading, grading and distributing will not apply if the seniority of those performing such duties allows them to work elsewhere in the plant. In that case, they will be paid at the higher premium rate to off-set any such loss of work.
- h) Statutory holidays and single vacation days, approved in advance, shall be considered as time worked for the purpose of this article.

36.02 All other hours except as otherwise provided shall be computed at overtime rates.

36.03 If an Employee works thirty minutes or more through any part of the regular scheduled lunch period he shall receive payment for one-half hour at the multiple rate of time and one-half where straight-time hours are in effect, or at the multiple rate of double time in all other instances, and in addition the Employee shall be granted a lunch period of not less than thirty (30) minutes duration at the earliest possible time.

36.04 Overtime at the multiple rate of time and one-half shall be paid in the following instances:

- i) For the first three (3) hours worked in excess of eight (8) hours, or after 7:00 p.m. or after 8:00 p.m. for day shift, or after 4:00 a.m. for night shift with a one-half hour lunch period on Monday to Saturday.
- ii) For all hours worked prior to 6:00 a.m. or before 8:00 a.m. for day shift, or before 3:00 p.m. for night shift Monday through Saturday.
- iii) For the first three (3) hours worked on Sunday, with the exception of unloading, grading and distribution.
- iv) For unloading, grading and distribution, items (i) and (ii) shall be interpreted as Monday to Sunday.

36.05 Overtime at the multiple rate of double time shall be paid in the following instances:

- i) After three (3) hours overtime have been worked, on Monday to Sunday.

36.06 Minimum Daily Guarantee of Earnings

If an Employee is notified to report for work and does so the Employee shall receive a minimum of four (4) hours time at the rate of pay applicable on that day or part day provided the Employee has commenced work. If the Employee has not commenced working, two (2) hours at a rate of pay applicable on that day or part day shall be paid by the Employer to the Employee. This provision shall not apply in the case of any labour dispute.

36.07 Minimum Overtime Guarantee - Regular Working Day or Shift

- a) If an Employee works one hour or less immediately following his regular working day or shift, time worked will be recorded to the next higher quarter hour, and the Employee shall receive payment at the prevailing overtime rate.
- b) In all other instances, the Employer agrees that if an Employee is asked to report for work after the completion

of the regular day or shift he shall receive payment for time worked at the prevailing rate.

- c) Straight time worked on a regular work day will be recorded to the next higher five minute increment.

36.08 Minimum Overtime Guarantee - Non-regular Working Day (including Statutory Holidays)

If an Employee is asked to report for work on a non-regular Working Day, or on Statutory Holidays, he shall receive a minimum of two (2) hours time at the prevailing overtime rate.

- 36.09 a) The maximum payment for multiple call-outs will not exceed the total** overtime which would have been payable had the Employee worked continuously from the beginning of the first to the end of the last call-out.

- b) The foregoing conditions as outlined in Articles 36.06, 36.07 and 36.08 shall not be invoked in cases where there is a circumstance beyond the control of the Employer, such as a general B.C. Hydro failure. Employees shall be paid up to the time the decision to cancel the shift is announced. If the Employees are recalled and a second circumstance occurs within the same shift, Articles 36.06, 36.07 or 36.08 shall apply.

- 36.10** Lunch periods of one half hour will be scheduled as close to mid shift as possible.

All employees shall be granted two (2) paid rest periods of fifteen (15) minutes in length. Such rest periods will be scheduled as close to the two (2) and six (6) hours points in the shift as possible.

36.11 When employees are working voluntary overtime in where it is anticipated that the work will be completed in an hour or less, but the work continues beyond the hour, a fifteen minute rest period with pay shall be granted upon completion of the initial hour. A meal break of not less than thirty (30) minutes duration, and further rest periods will be granted at intervals of no more than two (2) hours from the completion of the previous break or meal. (example: work-through commence at 3:30. First rest period at 4:30, meal break at no later than 6:45, rest period at no later than 9:15, and so on.)

When overtime of more than two (2) hours is to be worked, the employee will be entitled to a meal break of not less than thirty (30) minutes before commencing overtime. Further rest periods or breaks will be provided in intervals as outlined above.

36.12 If emergency conditions arise which are beyond the control of the Employer, Management may vary the time at which the rest period is usually taken. Any abuse of this Article by either Party shall be subject to the Grievance Procedure.

36.13 Rest Time

Employees shall be allowed at least eight (8) consecutive hours of rest between shifts in each twenty-four (24) hour period. If it is not possible to give eight (8) consecutive hours of rest in any twenty-four (24) hour period, and this condition continues for more than one day in any week, then penalty time at the rate of extra half-time shall be paid to Employees for those hours of the eight (8) hours rest not given each day. This shall apply from the first day in which the eight (8) hours rest was not received in that particular week.

36.14 Report Time Penalty

A report time penalty of one (1) hour at the straight time rate of an Employee's regular job, which will not be construed as working time, will be paid in the following instances:

- a) if the Employer does not provide Employees with a minimum of 15 minutes verbal notice in advance of the regular quitting time that overtime is to be worked immediately following the one-half or one hour supper break scheduled following the end of the regular work day.

The Employer will post at the commencement of each working day a "tick list" in which the Employee will indicate by seniority their willingness to work overtime at the end of the scheduled work day, should overtime be available.

This listing will be removed from its posting following the completion of the scheduled rest period.

b) this Article will not be invoked in cases where there is a general B.C. Hydro failure or a mechanical breakdown.

36.15 The Employer will exercise best efforts to provide two hours notice in advance of requested starting time on a regular or non-regular working day. The Employee will not be required to report to work for two hours from period of notice.

36.16 An Employee who is notified of overtime work requirements at any time while at work shall be allowed to call home and/or a babysitter by telephone without loss of pay provided the length of such call is kept to a minimum.

36.17 If regular night and/or graveyard shifts are instituted hourly, overtime conditions shall be based on the identical principles as set forth in this Article.

36.18 Crews shall not be required to work split or broken shifts, nor shall there be any change or extension of past practices with respect to staggered shifts. Exceptions to this rule may be made to suit individual situations which may arise, but only on the basis of mutual agreement between Union and Management.

36.19 If Article 36.17 is applied and shift work is used, the Employer shall meet in advance with the Union and discuss any shift requirements.

ARTICLE 37 WORKING CONDITIONS

37.01 The Employer shall be bound by the provisions of the British Columbia Workers' Compensation Act. In conformity with this Act, a Safety Committee shall be organized. The Safety Committee shall consist of three elected or appointed Employee positions.

- a) The Safety Committee shall hold a monthly Safety Meeting during regular working hours.
- b) The Employer agrees to clarify and define the duties and responsibilities of a Safety Committee in consultation with the Union.

37.02 The Union shall designate two (2) Union representatives, one of whom will accompany Workers' Compensation Board and Management representatives during the entire safety plant tour or investigation. One additional Union representative from each operational area shall be selected to join the tour for the inspection of that operational area.

37.03 The Parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act, and any refusal on the part of a worker to work or continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.

37.04 Where Management or the Workers' Compensation Board requires safety hats to be worn they will be issued on signature to those Employees concerned. Employees will be

responsible for maintaining the hats in good condition. Upon termination or at time of lay-off, hats must be returned or the full cost will be deducted from the Employee's final pay cheque.

- 37.05** Adequate dressing rooms with lockers, drying rooms where necessary and the proper sanitary facilities shall be provided and maintained in a sanitary condition. Employees shall cooperate in maintaining the cleanliness of such facilities. Proper lunchroom facilities shall also be provided.
- 37.06** When Cold Storage Employees are required to work in unrefrigerated areas, such Employees shall be allowed a cooling-off period of fifteen (15) minutes before being sent into low temperature rooms, with special considerations being given under unusual circumstances.
- 37.07** A bulletin board shall be maintained in each operational area and all lunchrooms. Shop Stewards shall be permitted to use same for posting of Union notices.
- 37.08** The Employer assumes the liability for any public liability occasioned to an Employee by reason of any activity in the course and within the scope of his employment.
- 37.09** An Employee who requests and is granted Leave of Absence for medical or dental appointments, shall under no circumstances be forced to miss one or more days of work. Subject to Article 38.11, the Employer shall notify and allow the Employee to work the next day or next call-out. For those

attending medical/dental appointments, the minimum daily guarantee of earnings does not apply.

37.10 Where an Employee remains absent from work without permission on the last regular working day immediately preceding an overtime day, that Employee will be prohibited from working that or any other overtime day until he has resumed work on regular working days.

37.11 Employees who are absent from work due to illness or injury shall notify their timekeeper, or their Supervisor not later than one hour prior to the end of their regular scheduled shift, that they are available for work the following day. If the Employee does not notify the timekeeper or Supervisor by the specified hour set out above on any day that they are available for work the next day, it shall not be considered an improper application of seniority if an Employee of less seniority works such next day.

37.12 All Employees shall be granted a five minute personal wash-up period immediately preceding the time the Employee quits work.

37.13 The following work properly falls within the jurisdiction of Employees who are members of the Union:

a) loading and unloading of packers, coastal vessels, fishing boats and vessels, scows or barges, of goods and/or materials, including raw and frozen fish. Loading and unloading means the handling of all goods, materials raw

or frozen fish, ice, bait, etc. into or out of the boat vessel, scow, or barge, or directly into or out of the ship's sling. This does not preclude the right of the fishermen to handle fish, fish products, bait, ice, etc., providing such is physically located, and is being handled, on their fishing vessel.

b) operating all machinery and/or equipment (including the winches) located on the shore, dock, and in the plant provided such machinery and/or equipment is owned, leased, rented, or otherwise used by the Employer in the work, undertaking, or business.

37.14 Operating the winches by qualified persons, for the purpose of loading and unloading fishing gear and fishermen's personal belongings from fishing boats and vessels, does not fall within the jurisdiction of the Employees who are members of the Union, and in this sole respect the provisions contained in Article 38.13 are not applicable.

37.15 Employees will be canvassed and those who prefer to work in the Fillet Plant tunnel and packing room will be allowed to do so. Only when the above do not meet the requirements of the tunnel and packing room, will the reverse order of seniority be used from the available Employees at work on any given shift. Employees will be excused from work within the tunnel and packing room for valid medical reasons.

37.16 Subject to proven medical reasons, Filleters who request to be taken off the cutting table will have their request approved

and may return to the cutting table within a period of one month.

ARTICLE 38 WAGE SCHEDULE

- 38.01** When a new or former Employee is hired, the Employer agrees to credit such new or former Employee with previous comparable hours to J.S.M. related work in one or more fish plants in the previous six (6) months, for the purposes of establishing the wage rate. Proof of work must be in the form of pay stubs or photocopies of pay records. Such credited hours shall not apply towards the acquisition of Seniority.
- 38.02** If any Employee is assigned to do work which properly requires or falls within the classification or jurisdiction of a journeyman in any trade, and if such Employee is a qualified journeyman, the Employee shall receive the Union rate established for that trade in British Columbia.
- 38.03** Employees shall be paid every two weeks by cheque, or direct deposit if available, on every other Friday and each Employee shall be furnished with an itemized statement of earnings and deductions, such as is presently being furnished.
- 38.04** Pay cheques may be picked up, by Employees not working, on or about 9:00 a.m. on a payday. The Employer will not be held responsible if, because of technical or associated problems, the cheques are not ready on or about 9:00 a.m.

38.05 Employees engaged temporarily at work classifications other than at their regular rate shall be paid at the rate to which they are so engaged.

38.06 In the case of a demotion not directly ascribable to the Employee, for example as a result of re-organization or redundancy due to changes in methods, the Employee will retain the current rate.

38.07 Employees working at the following jobs will receive a bonus as indicated. This bonus will be added to their regular basic hourly rate before computing their overtime rate:

1. Going aboard a boat to load or unload loose fish,
(Note "A") \$0.25/hour

2. Afternoon shift \$0.15/hour
Graveyard shift \$0.25/hour

Note "A":

For purposes of determining whether the bonus shall be paid when mixed loads of boxed or loose fish are unloaded, whenever the majority of the load is loose, the bonus shall be paid for the entire load, and conversely, when the majority of the load is boxed fish, the bonus shall not be paid.

38.08 a) First Aid -The Company has established a requirement of a minimum of two Employees, who will hold valid First Aid Certificates, and shall pay these Employees, in addition to

their regular basic rate of pay, a bonus as set out below. In order to establish and maintain a minimum of two qualified attendants, the Company agrees, in consultation with the Union, to select and have trained, those Employees who are willing and have the potential to become First Aid Attendants. The Employees so selected and trained will assume the duties and responsibilities of the Plant First Aid Attendant when so required. The selection of a replacement for the Plant First Aid Attendant will be based on the First Aid Attendant's Seniority List. This bonus shall not be incorporated into an Employee's basic rate of pay for purposes of computing overtime rates:

Occupational First Aid Level 2 - \$40.00 per month

Occupational First Aid Level 3 - \$50.00 per month

When less than 26 Employees are working, First Aid requirements will be met by a Union or Management personnel holding a valid Occupational First Aid Level 1 ticket.

When 26 or more Employees are working, First Aid requirements will be met by a full-time Union Attendant holding a valid Occupational First Aid Level 2 ticket. A management person with a valid ticket may be utilized for emergency situations or vacation relief, when a Union Attendant is unavailable.

- b) The first aid attendants have the ability to work in any area during a shift. The list of current first aid attendants will be posted in the first aid room. Any newly qualified first aid attendants will be added to the bottom of the first aid attendant list.
- c) When openings for First Aid occur, such job openings shall be posted on all bulletin boards for a period of ten (10) regular working days. All Employees in the Bargaining Unit shall have the right to apply for such jobs. Position will be filled as per Art 14.04

38.09 a) Apprentices Program

This program will come under the apprenticeship scheme as administered by the Province of British Columbia, Ministry of Labour. It is the intent to start this program with a Millwright Apprenticeship and as time progresses establish other programs such as Industrial Electrician. It is also the intent to select apprentices who are Bargaining Unit Employees for this program, and when these positions become available, they will be posted on plant bulletin boards. The wage schedule for the Apprenticeship program is as follows:

| | |
|--------------------------|----------------------------------|
| <i>First six months</i> | <i>60% of tradesperson rates</i> |
| <i>Second six months</i> | <i>65% of tradesperson rates</i> |
| <i>Third six months</i> | <i>70% of tradesperson rates</i> |
| <i>Fourth six months</i> | <i>75% of tradesperson rates</i> |
| <i>Fifth six months</i> | <i>80% of tradesperson rates</i> |

| | |
|---------------------------|----------------------------------|
| <i>Sixth six months</i> | <i>85% of tradesperson rates</i> |
| <i>Seventh six months</i> | <i>90% of tradesperson rates</i> |
| <i>Eighth six months</i> | <i>95% of tradesperson rates</i> |

- b) When an opening for an apprenticeship position is posted, the successful applicant shall be subject to a three (3) month probationary period during which time the Employee can be returned to the plant with no loss of seniority or position within the plant. After completion of the probationary period, the three (3) months served shall be included towards completion of the apprenticeship.

A total of four years (48 months) seniority will be acquired during the four years of apprenticeship training and will be accumulated as follows:

| | |
|-------------|-----------|
| First year | 12 months |
| Second year | 12 months |
| Third year | 12 months |
| Fourth year | 12 months |

At the successful conclusion of the apprenticeship, only the 48 months of accumulated seniority will be applied. If, at this time, any of the previously qualified tradespersons wherein the apprenticeship has taken place do not have 48 months and one day of seniority, then the qualified apprentice will assume the higher seniority rating for the purpose of work in the maintenance classification.

During the four years apprenticeship, plant-wide seniority will accumulate as usual. This clause does not affect the application of seniority regarding benefits and vacations.

If the period of apprenticeship differs from the four years as described above, the same format will apply.

38.10 The Parties recognize that the basic hourly rates detailed in the foregoing wage schedule include a Northern living allowance of thirty-five (35) cents per hour.

38.11 Chargehand

A Chargehand shall be defined as meaning an Employee who:

- a) may perform duties largely similar to those whose work they direct;
- b) relieves the Supervisor of detailed supervision of routine aspects of the work by:
 - i) ensuring even flow and consistency of effort,
 - ii) allocating various phases of work to different individuals within a general framework laid down by the Supervisor,
 - iii) transmitting the Supervisor's instructions to other Employees,
 - iv) assisting the Supervisor in his responsibilities by providing on-the-job detailed training to Employees with respect to the performance of their job duties.

A Chargehand shall not be asked or permitted to discipline or discharge any Employee.

Nothing in this Article detracts from the rights reserved by the Employer under Article 5.01.

38.12 WAGE CLASSIFICATIONS

| Code | Classification | Base 2008 | Jan. 1/09 | Jan. 1/10 | Premium Per Hour |
|-------------|---|----------------------|----------------------|----------------------|-----------------------------|
| 0300 | Line-worker, start hired After Jun 9/04 | 12.52 | 12.65 | 12.90 | - |
| 0302 | Line-worker, 400 hr hired Prior to Jun 9/04 | 17.06 | 17.23 | 17.58 | - |
| 0302 | Line-worker, 500 hr hired After Jun 10/04 | 17.06 | 17.23 | 17.58 | - |
| 0303 | Inexperienced Filleter & Minimum | 14.50 | 14.50 | 14.50 | - |
| 0304 | Experienced Filleter | Incentive Program | Incentive Program | Incentive Program | |
| 2209 | Clean Up Person- Nights | 17.06 | 17.23 | 17.58 | 0.15 |
| 0306 | Fresh Tally Person | 17.06 | 17.23 | 17.58 | 0.90 |
| 0310 | Knife Sharpener | 17.06 | 17.23 | 17.58 | 0.90 |
| 0318 | Labour Distribution Person | 17.06 | 17.23 | 17.58 | 0.90 |
| 0324 | Chargehand | 17.06 | 17.23 | 17.58 | 1.20 |
| 0311 | Wet Pump Operator | 17.06 | 17.23 | 17.58 | 0.90 |
| 0404 | Qualified Tally Person | 17.06 | 17.23 | 17.58 | 0.90 |
| 0408 | Fresh Fish Grader | 17.06 | 17.23 | 17.58 | 0.90 |
| 1907 | Heavy Duty Lift Truck Operator | 17.06 | 17.23 | 17.58 | 0.90 |

| Code | Classification | Base 2008 | Jan. 1/09 | Jan. 1/10 | Premium Per Hour |
|-------------|---|----------------------|----------------------|----------------------|-----------------------------|
| 1904 | Cold Storage Warehouseperson Driver | 17.06 | 17.23 | 17.58 | 0.90 |
| 1908 | Cold Storage work | 17.06 | 17.23 | 17.58 | 0.30 |
| 3601 | Roe Technician | 17.06 | 17.23 | 17.58 | - |
| | Fresh fish scale operator | 17.06 | 17.23 | 17.58 | 0.90 |
| | REDUCTION PLANT | | | | |
| 0701 | Reduction Worker, start | 12.52 | 12.65 | 12.90 | - |
| 0702 | Reduction Worker, 400 hours | 17.06 | 17.23 | 17.58 | - |
| 0705 | Operator/Chargehand | 17.06 | 17.23 | 17.58 | 1.69 |
| | MAINTENANCE | | | | |
| 0902 | Apprentice Millwright | 60%* | - | - | - |
| 0903 | Maintenance Mechanic | 18.64 | 18.83 | 19.20 | 1.60 |
| 0904 | Maint. Mechanic, > 3 mths-no TQ | 18.64 | 18.83 | 19.20 | 4.22 |
| 0919 | Maint. Mechanic, > 3 mths-TQ | 18.64 | 18.83 | 19.20 | 5.83 |
| 0905 | Electrician, first 3 months | 18.64 | 18.83 | 19.20 | 1.60 |
| 0906 | Electrician, after 3 months | 18.64 | 18.83 | 19.20 | 5.83 |
| | FIRST AID ATTENDANT | | | | |
| 0326 | First Aid Attendant | 17.06 | 17.23 | 17.58 | 0.90 |

*see apprenticeship program in 38.09 a)

38.13 Filleter Incentive Program

a) Objective:

To provide incentive for the filleters to maintain a high level of productivity which results in profitability for J.S. McMillan Fisheries Ltd. and enhanced compensation for the individual filleter based on results achieved.

b) Method:

Incentive pay will be provided as follows:

| FILLETER INCENTIVE PAY TABLE | | | | | | |
|---------------------------------|---|--|--|---------------------------|-------------------------------------|-------------------------------|
| Species | Per Filleted pound Skin- On 2008 | Per Filleted pound Skin- On Jan 2009 | Per Filleted pound Skin- On Jan 2010 | Standard recovery % | Discount Per 2% Below Std. | Minimum Pounds Per Hour |
| | Cod, Grey | 0.08 | 0.0808 | 0.0824 | 34 | 0.005 |
| Cod, Ling | 0.07 | 0.0707 | 0.0721 | 34 | 0.005 | 260 |
| Halibut, headmeat- cheeks | 1.00 | 1.01 | 1.03 | - | - | - |
| Idiots - J-Cut | 0.09 | 0.0909 | 0.0927 | - | - | - |
| Perch | 0.12 | 0.1212 | 0.1236 | 40 | 0.01 | 130 |
| Pollock | 0.12 | 0.1212 | 0.1236 | 37 | 0.005 | 155 |
| Red Stripe | 0.14 | 0.1414 | 0.1442 | 40 | 0.01 | 100 |
| Rockfish | 0.085 | 0.0859 | 0.0876 | 38 | 0.005 | 190 |
| Skate Wings - Skin off | 0.15 | 0.1515 | 0.1545 | 40 | 0.005 | - |
| Skate Wings | 0.07 | 0.0707 | 0.0721 | 45 | 0.005 | - |
| Sole, Brill | 0.18 | 0.1818 | 0.1854 | 41 | 0.01 | 90 |
| Sole, Rock | 0.17 | 0.1717 | 0.1751 | 41 | 0.005 | 85 |
| Turbot | 0.08 | 0.0808 | 0.0824 | 40 | - | 200 |
| Flounder | 0.12 | 0.1212 | 0.1236 | | | |
| Pink Salmon | 0.08 | 0.0808 | 0.0824 | | | |

NOTE: minimum filleter hourly pay
- see Article 38.13 Wage Classifications

c) Procedural:

1. Pay will be based on minimum hourly pay or incentive pay premium, whichever is greater.
2. Incentive pay premium will be discounted at rate indicated above for loss of recovery. Exceptions will apply for fish quality (to be determined by Plant Liaison Committee).
3. Failure to achieve minimum pounds per hour over 40 working hours, excluding breaks and shift intervals, may result in removal from fillet line at discretion of management. Re-instatement to fillet line is subject to availability of openings and subject to a performance evaluation over 22.5 hours worked at incentive pay premium rate or \$14.50 per hour, whichever is greater.
4. Monitoring of filleter results will continue on the basis of weighing the totes at the beginning and ending of the filleter lines. In future, electronic scales will be implemented to enhance the accuracy of the recorded weights.

5. Bone out and high cuts will be paid an additional \$0.02 per filleted pound based on a reduced recovery of 2% from the incentive pay table rate.

d) **Future Amendments:**

1. Filleter incentive pay standards and rates will be reviewed annually by the Plant Liaison Committee and amendments made to reflect historical results and industry demands.

38.14 Filleters Incentive Bonus

- a) A bonus of \$350.00 will be paid annually to filleters who work 500 hours or more and maintain an average piece work rate of \$20.00 per hour during the year 2007 and the year 2008. This bonus will be paid out on the second pay period of 2008 and 2009.
- b) Filleters cannot be taken off the line to perform other duties in the plant outside of seniority for more than 2 hrs.

38.15 Classified Job - All job classifications which pay a premium per hour in excess of the line-worker rate shall be considered a "Classified Job". All openings for such jobs shall be posted or bulletined in accordance with the provisions contained in Article 14.00. An Employee who has a "Classified Job" cannot be bumped during straight-time and/or overtime hours by an Employee with greater seniority provided:

- a) the first mentioned Employee is performing work which properly comes within the scope and classification of the "Classified Job",
- b) the work to be done will take more than 1 hour to complete during a shift.

Notwithstanding the foregoing, no Employee may be assigned to perform the work which comes within the scope and classification of any Employee who holds a "Classified Job" unless:

- i) agreement to do such work is received from the Employee who holds the Classified Job", or
- ii) the Employer, after complying with the provisions of Articles 33.12, 33.13, and 33.14 was unable to contact the Employee.

If the Employee completes the work coming within the Employees scope and classification on any given day, the provision of Article 36.06 shall not be applicable in the event the Employee, if requested by the Employer, refuses to perform the balance of the minimum of four (4) hours of such available work as the Employer may assign. If it is shown the foregoing provisions have not been complied with resulting in the Employee with the "Classified Job" losing pay, the Employer will be liable for payment of such lost earnings.

38.16 All "Classified" positions presently established shall be retained with no additions or deletions, unless mutually agreed by the Union and the Employer.

ARTICLE 39 JOB DESCRIPTIONS ADDENDUM

39.01 All job descriptions shall be an Addendum to the Agreement, signed by the Parties hereto, and become part of this Agreement and shall not be changed in any way, except by mutual agreement by the Parties.

ARTICLE 40 TERMINATION OR REVISION

40.01 This Agreement shall be in effect from January 1, 2009, to midnight December 31, 2010 and thereafter from year to year unless written notice to terminate is given by either Party to the other Party within four (4) months immediately preceding the date of expiry of the Agreement, either Party to the Agreement may, by written notice, require the other Party to commence collective bargaining. If no Agreement is reached at the expiration of this contract, the Agreement shall remain in force up to the time an Agreement is reached, or until legal strike or lock-out notice has been served.

40.02 An Employee who has severed employment between the termination date of this Agreement and the effective date of the new Agreement shall receive full retroactivity of any increase in wages or salary.

40.03 All clauses reflecting a change from the previous Collective Agreement shall become effective from the date of signing, unless specified.

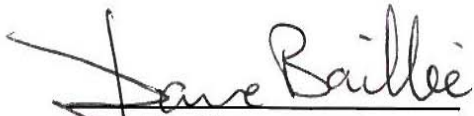
Signed at Vancouver, British Columbia, 7 day of April, 2010.

Signed on behalf of:
Union,
Party of the First Part

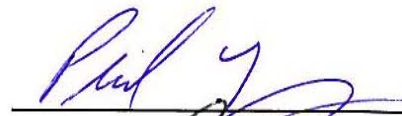
Signed on behalf of the:
Employer,
Party of the Second Part

United Food and
Commercial Workers
Union, Local 247

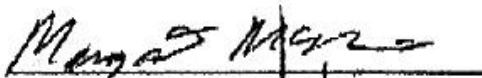
J.S. McMillan Fisheries Ltd.



David Baillie




Phil Young



Margaret McMillan



Colin McMillan



George Colussi



Jonathan Hunt

LETTERS OF UNDERSTANDING

NO. 1 - RE: CONTRACTING OUT

The Employer agrees not to contract out work that would normally be performed by members of the bargaining unit.

NO. 2 - RE: VACATIONS IN TRANSITION YEARS

All Employees with a seniority date of May 1, 1998, or earlier will receive, in recognition of their years of service, the entitlement to vacation as outlined below:

| Calendar Years of Service | Weeks of Vacation | Percentage of Earnings |
|--|----------------------------------|-----------------------------------|
| 3 years or less | 2 weeks | 4.0% |
| 4 to 7 years | 3 weeks | 6.0% |
| 8 to 15 years | 4 weeks | 8.0% |
| 16 to 20 years | 5 weeks | 10.0% |
| 21 to 30 years | 6 weeks | 12.0% |
| 31 years and thereafter | 7 weeks | 14.0% |

Vacation entitlement for all Employees with a seniority date later than May 1, 1998 will be determined in accordance with Article 26 herein.

NO. 3 - RE: EMPLOYEE SAFETY

- a) The Employer agrees to ensure as far as reasonably practical to do so the health and safety of the employees.
- b) The Employer will maintain emergency access around all workstations for first aid attendants and evacuation if necessary.
- c) When the Employer realizes the plant environment is unsafe e.g. Fire, ammonia leak they will evacuate the plant to a specified area and perform a roll call.
- d) The Union or any employee may bring to the attention of the Employer any Health and Safety concern and such issues will be addressed by the health and safety committee.
- e) The Employer will act expeditiously in responding to Health and safety concerns raised.

NO. 4 - RE: OVERTIME RATES FOR SUNDAY WORK

The voluntary Sundays for a crew unloading, grading and distributing shall be paid at the prevailing overtime rate for J.S. McMillan Fisheries own product.

NO. 5 - RE: RESPECT AND DIGNITY

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct may be grieved under Article 17. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 17. In the event the arbitrator finds that a violation of this letter has occurred, he/she will be limited to referring the case to the following dispute resolution process.

1. The matter will be referred to a mediator from an agreed list of suitable mediators.
2. If the matter is not resolved through direct mediation, the mediator will write a report outlining his/her view of the matter and make recommendations for a resolution.
3. Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer.

NO. 6 - RE: FILLETER INCENTIVE PROGRAM

The union and the Company commit to utilize the information from the new scale system to design a filleter incentive program for possible inclusion in the collective agreement as a replacement for the incentive table in Article 39.13.

Some details of the new program are

- The overall pay to the filleters, as a group, should be increased.
- Incentives will be built into the program to reward recoveries.
- Data review and program design will be discussed between both the Union and company in early 2010, with the intention of running a side by side trial by the summer of 2010.
- The Employer will present filleters with actual individual recovery data upon initiation of the scale system. Once a new incentive system is designed, the side by side trial will be put in place so that filleters can see the wage differentials of the 2 systems. During this period, the existing system of pay will still be applied.
- Throughout the process, joint meetings will be held with the entire filleting crew, and their Union representatives, to ensure all views are presented prior to implementation. During this period, any information gathered will be utilized

with the intention of adapting the program to realize the objectives of both the employees and Employer.

This will allow the employees, union and company to look into all methods of filleter incentives and provide feed back on the best program with which to go forward.

NO. 7 - RE: ALTERED WORK WEEK TRIAL

The union and employees commit to provide the company the opportunity to alter Article 37 in the CBA "Hours of work and overtime" for a trial period only of eight consecutive weeks in the spring of 2010. This trial is an attempt by the Employer to provide more work for employees and to achieve growth by moving work to a day that allows access to the U.S. fresh fish market.

- During this trial the regular work week will be Sunday – Thursday. However, a premium of \$6 per hour will be put in place for Sundays during the trial as compensation for the initial disruption to regular work routines and in appreciation of the collective effort to see the program through.
- For the purposes of this trial, the language in Art 37 referring to Saturday will become applicable for Friday.
- For the purposes of this trial, the language in Art 37 referring to Sunday will become applicable for Saturday.

- It is the Employer's responsibility to use this time to attempt to achieve their goals and collect data on the results of this trial. It is recognized that changing customer buying patterns is rarely immediate and therefore some lag in the desired results is expected.
- It is the hope of the Employer that results of the trial will be acknowledged by the Union during subsequent contract negotiations.

This letter will be null and void after the consecutive eight week trial and the current language in the Collective Bargaining Agreement shall apply.

LETTER OF INTERPRETATION –RE: CONTRACTING OUT

The Employer agrees that fish landed in Prince Rupert is not to be contracted out unless the Plant is unable to handle product because of market or quality considerations. The Employer may contract out some electrical, painting and maintenance work if there is no Employee within the bargaining unit with the necessary skills or equipment or it is work that would not normally be performed by members of the bargaining unit. The provision respecting the Employer contracting out work shall not be abused and disputes will be processed through the grievance procedure.

The following process will be used to address contracting out issues:

- a) The Company will notify the Union in writing in a timely fashion so the issue can be addressed in advance.
- b) The Union and the Company will attempt to resolve the extent of the bargaining unit employees' involvement

**SIGNATURES FOR LETTERS OF UNDERSTANDING AND
LETTER OF INTREPRETATION.**

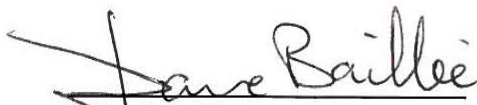
Signed at Vancouver, British Columbia, 7 day of April, 2010.

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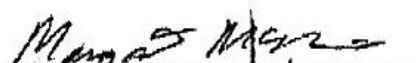
Signed on behalf of the:
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NOTES