

**FFAW**  **CAW**

**FISHERMEN, FOOD AND  
ALLIED WORKERS**

**COLLECTIVE AGREEMENT**

**Between**

**FISHERMEN FOOD AND  
ALLIED WORKERS  
(Chartered by - Canadian Auto Workers)**

**And**

**FISHERY PRODUCTS  
INTERNATIONAL LIMITED  
(TRAWLER DIVISION)**

**Effective  
November 1, 1990  
to  
October 31, 1992**

**00086 (03)**

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## ARTICLE 1 — Recognition

1:01 — The Company recognizes the Fishermen **Food and Allied workers — (Chartered by — Canadian Auto Workers — CAW)**, as the collective bargaining agent for all crew-members, excluding Captains, on Trawlers owned and/or bare boat chartered by the Company operating out of Newfoundland Ports. The Company shall not make any individual agreements with the crew directly or indirectly in conflict with the provisions of this Agreement.

1:02 — Where any fisheries, other than groundfish are entered into, involving new species, methods of catching or, requiring a differing method of settlement, either party on notice to the other may request appropriate amendments or additions to the contract. Failing settlement, matters in dispute shall be referred to arbitration upon fifteen (15) days' notice by either party.

1:03 —

:01- It is recognized by the Union and its members that mates and chiefs, while members of the bargaining unit, are in fact ship's officers and responsible for the exercise of certain management functions, which functions do not include the final authority to hire, fire, suspend, promote or demote. They will exercise these duties and responsibilities as established by the Company and maintain discipline and efficiency. Membership in the bargaining unit is not to restrict mates and chiefs in the proper performance of their duties.

:02- Without limiting the generality of 1:03:01 it is agreed that the prime responsibilities of the mates are:

1. Pilotage, safety and navigation of the trawler.
2. Supervision, as required, of the crew.
3. Responsible to the captain for the overall cost efficient operation of the trawler.

4. Direction of the crew in handling raw material at sea to ensure the highest standards of quality.
  5. Direction of and responsibility for the bosun who shall report to the mate in the carrying out of his duties respecting quality of raw material and the efficient maintenance of gear on board the trawlers.
- :03- Without limiting the generality 1:03:01 the prime responsibility of an engineer is to efficiently operate and maintain the engine room and engine room equipment, to maintain other mechanical and electrical equipment on board the trawlers, and to promote the highest level of maintenance and safety. Engineers shall be directly responsible to the captain, while at sea, for the efficient operation and maintenance of those areas of the trawler which are the responsibility of the Engineers.

1:04 — Throughout this Agreement, the masculine shall include the feminine and singular shall include the plural as the context may require.

## **ARTICLE 2 — Union Shop**

2:01 — The Company agrees that all crewmembers within the bargaining unit will become Union members upon hiring and must remain members in good standing as a condition of continuing as a crewmember.

2:02 — The Captain shall inform the crewmember upon hiring of the existence of the Union and the name of the Union Delegate provided the Company is kept advised of the name of and any changes in the position of the Union Delegate.

2:03 — In hiring crewmembers, first right shall be given to members of the Fishermen Food and Allied Workers (Trawler Division) who have the necessary skill and ability to perform the job for which they are to be hired.

2:04 — Crewmembers, upon being hired by the Company, shall sign a written authorization and the Company agrees to deduct Union dues and other Union assessments from each trip. The Secretary-Treasurer of the Fishermen Food and Allied Workers will advise the Company in writing of the amount to be deducted.

2:05 — The Company will transmit amounts deducted to the office of the Fishermen Food and Allied Workers in St. John's together with an alphabetical list of the names of those from whom the deductions were made, by the 15th. day of the month following the month in which the deductions were made.

2:06 — It shall be the responsibility of the Union Delegate to have all crewmembers sign application forms to join the Union.

2:07 — The Company shall maintain in each Port a list of crewmembers who are temporarily ashore and waiting a chance who advise the Company of this intention. The Union will have access to these lists during office hours.

### **ARTICLE 3 — Discrimination**

3:01 — No discrimination will be exercised in hiring, transferring, filling vacancies or other terms of employment or working conditions of the crewmembers because of membership in the Union or for accepting positions, serving on committees or representing the crewmembers covered by this Agreement on any grounds including race, creed, color, sex, age, religious or political affiliation.

### **ARTICLE 4 — Safety**

4:01 — The Company and the Union recognize the importance of ensuring the health and safety of crewmembers while at sea. It is the intention of both parties to achieve and maintain, through mutual co-operation, the highest standards in all areas affecting the health and safety of crewmembers.

4:02 — Legislation — The parties recognize all provisions in existing legislation having jurisdiction over matters related to the operation of trawlers and related to occupational health and safety. The parties accept the principle embodied in sections 43 to 46 inclusive of the Occupational Health and Safety Act Stats. Nfld. C.23, 1978 in relation to the activity of fishing. Related issues will be dealt with through the Occupational Health and Safety Committee.

4:03 — Committees — The parties are agreed to the continuance and establishment of the following Committees which will provide an overall framework to deal with all issues related to occupational health and safety, accident prevention and loss control:

- :01- The Newfoundland and Labrador Large Fishing Vessel Safety Committee which will establish safety standards for trawlers in the fleet and assist in the establishment and implementation of an overall safety program will be continued.
- :02- There shall be, in each Port, a Health and Safety Committee comprised of the Boat Delegate representing the Union and the Port Safety Officer representing the Company. These Health and Safety Committees shall make a quarterly inspection of each trawler and shall file a written report with the Company and the Union following that inspection. The Union Delegate will receive his Work-In-Port rate with a minimum of four (4) hours for each inspection.
- :03- The parties agree to the establishment of a corporate Health and Safety Committee comprised of three (3) members from management and three (3) members selected by the Union. This Committee will assess, review, and advise on all matters related to Health and Safety involving the operation of the trawlers within the fleet.

The Health and Safety Committee shall meet quarterly to:

- :01- Review and analyze health and safety data for all trawlers in the fleet;

- :02- Review all matters referred to it by the Health and Safety Committees;
  - :03- Review and analyze standards and regulations affecting Health and Safety Programs within the Company;
  - :04- Review and recommend guidelines for crew training and education;
  - :05- Make recommendations to achieve the highest standards and best possible results in safety, health, accident prevention, and loss control.
- :04- It is agreed that a Union representative has the right to be involved in any fatality investigation.

4:04 — Any work necessary for the safety of the trawler, crew, cargo or tow, for the saving of other ships, lives or cargo shall be performed at any time on immediate call by all crewmembers notwithstanding any other provisions of this Agreement which might be construed to be contrary. The Captain shall be the sole judge. No crewmember shall be required to endanger his personal safety in order to save equipment, gear, cargo, hull and machinery.

4:05 — Any safety regulations which the Company may now have in force for the safety of the trawlers or crewmembers and any further regulations or amendments to existing regulations, which the Company may put into effect following discussion with Union representatives, during the term of this Agreement, and which are brought to the attention of crewmembers, shall be strictly adhered to by all crewmembers.

4:06 — It is agreed that tackle regulations will conform with Canadian Coast Guard Standards for fishing vessels and apply to all trawlers coming within the scope of this Agreement. The Company will provide rigging drawings of its trawlers. Inspection of tackle will be conducted by CSI.

4:07 —

:01- A medicine chest and first aid kit, as defined by the Large



Fishing Vessel Safety Committee, shall be maintained on each trawler. The medicine chest shall be kept in the Captain's cabin and the first aid kit shall be kept in a readily accessible location.

- :02- The boat delegate shall be allowed to check the medicine chest and prior to docking at the end of each trip shall report any shortages. In the event of shortages, the trawler will not sail on the next scheduled sailing without a medicine chest and first aid kit stocked in accordance with the specifications.

#### 4:08 —

- :01- It shall be a requirement that two (2) qualified (standard training) first aiders, where possible, will be on each trawler.
- :02- The Company will ensure, on a continuous basis, that there are sufficient personnel trained to meet the requirements of clause 4:08:01. The crewmembers selected through joint consultation between the Company and the Union will suffer no loss in benefits and will be selected initially from ships' officers: the Captain, Mates, and the Chief Engineer. **In** the event that an individual in these classifications is not inclined to take such training, the parties shall choose another crewmember.
- :03- Company seniority lists when posted shall indicate which crewmembers have completed first aid training.

#### 4:09 —

- :01- A major safety drill will be carried out at the time of the annual inspection of each trawler. Each crewmember, as a condition of employment, shall be required to participate, for which he shall be compensated at work-in-port rates.
- :02- Drills recommended by the Large Fishing Vessel Safety Committee will be carried out in accordance with the recommendations.

4:10 — The Company shall designate an individual in each port as the Company Port Safety Officer.

4:11 — It shall be a condition of employment for all new crewmembers sailing on trawlers within the fleet that they shall have first completed a medical satisfactory to the Company. This medical examination is as prescribed and agreed to by the Company and the Union under the Large Fishing Vessel Safety Committee.

4:12 — In the event of the development of a chronic condition such as repetitive illness or disability, the Company reserves the right to have a crewmember have a medical examination. The medical report shall be reviewed by the Company and the Union to assess the capability of the crewmember to continue employment on trawlers at sea. The medical report will be directed only to the issue of fitness to go to sea in a working capacity.

## **ARTICLE 5 — Co-operative Programs**

5:01 — It is the objective of the Company and the Union, during the term of this Collective Agreement, to work co-operatively to achieve significant improvements within the fleet on issues related to occupational health and safety as outlined in Article 4, and the orderly administration of matters arising under the Collective Agreement involving fleet operations. The parties intend to achieve the best possible results in terms of a safe and productive operating environment for crewmembers and the efficient utilization of the Company trawlers.

5:02 — To assist in the achievement of the stated goals and objectives, the Company will contribute, in the first year of the Collective Agreement, the sum of \$58,000 to the Union to defray expenses incurred on safety related issues, in the second year \$60,000. The Company will also contribute in the first year of the Collective Agreement, a further sum of \$90,000, in the second year \$94,000 related to the orderly administration of the Collective Agreement, to assist in providing the opportunity for Company and Union representatives to meet and address, in a timely manner, those issues which directly affect fleet operations

and crewmembers, relative to the terms and conditions of the Collective Agreement.

5:03 — The Company will contribute, in each year of the Collective Agreement, the sum of \$11,000 to the CAW Paid Education Leave Program.

## **ARTICLE 6 — Transfers and Relocations**

### **6:01 —**

:01- The Company will give preference of employment to seniority crewmembers who wish to transfer from one operating division to another, or seek employment at another Company operation within the Province as a result of having to relocate their permanent residence.

Subject to the terms and conditions of the applicable Collective Agreement and the conditions prescribed in this Article, the Company will recognize a crewmember's length of service for the purposes of calculating: vacation entitlement; pension; and profit sharing within a year if the crewmember is otherwise eligible.

:02- Transfers:

Crewmembers wishing to be transferred from one operating division to another (trawler to plant) or to another location within the trawler division, shall apply in writing to the appropriate manager with a copy to their current manager. Such transfers are subject to the requirements of Article 12 and to the following conditions:

1. Seniority accumulated in one division or in one specific location within a division is not transferrable to another division or location.
2. Transfers are intended to be permanent and crewmembers have no right of transfer back to their former location or position.
3. Crewmembers transferred from one operating divi-

sion to another would have to complete the probationary requirements under the appropriate Collective Agreement.

4. Crewmembers transferred within the trawler division will not have to complete a probationary period but must have the ability to perform the work if the transfer involves a new classification.

#### :03- Relocations:

Seniority crewmembers of the Company who relocate on a permanent basis within the Province will be given preference of employment and recognition of corporate service as defined in 6:01:01, subject to the following terms and conditions:

1. The crewmember must have resigned or quit employment for personal reasons related to their relocation.
2. The Company must be advised in writing at the time of the resignation or quitting that the crewmember wishes to obtain employment at another specified location and, an application in writing must be filed at the new location.
3. Seniority acquired by the crewmember is not transferrable.
4. The crewmember must be re-employed by the Company at the specified location within six (6) months of resignation and application for employment.
5. Crewmembers rehired at a new location will not be required to complete a probationary period other than to demonstrate an ability to perform the work, if employed in a different classification from that in which they had previously been employed.

#### ARTICLE 7 — Classification of Crewmembers

7:01 — The Company and the Union agree to classify the regu-

lar seniority crewmembers on FPI trawlers and remunerate those crewmembers according to their skills and competence. This agreement on the classification of crewmembers shall be incorporated into this Collective Agreement as Schedule "F".

### **ARTICLE 8 — Definition of Collective Agreement**

8:01 — This Collective Agreement represents the entire understanding between the parties. There are no other terms, conditions, obligations, or understandings either expressed or implied which are binding or enforceable other than those specifically set forth in this Collective Agreement or a Schedule thereto, or a concurrent letter of understanding executed in conjunction with the execution of this Collective Agreement.

### **ARTICLE 9 — Job Security and Joint Venture**

9:01 — It is agreed that the parties will use their best efforts to ensure that one of the primary objectives of National and Provincial fisheries policies shall be the catching of all Canadian fish stocks in Canadian owned, operated and crewed vessels. It is further agreed that the parties will view any venture to process any foreign caught fish in Canadian plants in the perspective of an overall fisheries policy that incorporates and promotes the above policy. Therefore, the parties agree that any joint venture involving foreign landings will require full disclosure between the parties of all relevant financial and technical information and the implementation of the venture shall be the subject of negotiations between the parties.

9:02 — The Company will not use shore personnel to replace crewmembers except where no other alternative is readily available.

### **ARTICLE 10 — Union Representative**

10:01 — A Union staff member, or other official representative employed full time or part time by the Union, will be allowed access to the wharves, offices, and trawlers of the

Company for the transaction of Union business. The Union representative shall firstly notify management of his presence and indicate the nature of his **business** and he shall **not disrupt** normal Company operations.

10:02 — One member of the crew shall act as Union Delegate representing the crewmembers of his trawler in dealing with matters concerning the administration of this Agreement. There shall also be a Port Delegate representing a Port and a Fleet Delegate representing the fleet.

10:03 — Mail may be forwarded to Union Officers in care of a specific plant address for pick-up.

### **ARTICLE 11 — Information Exchange**

11:01 — The Union shall supply the Company in writing with the names, addresses, and positions of all Union officials responsible for the administration of this Agreement. The Union will notify the Company of any changes. Only those persons designated by the Union as officials shall be recognized by the Company as acting officially on behalf of the Union.

11:02 — The Company will submit to the Union, in addition to the name of the crewmember, the address, phone number, and social insurance number. Such information will be updated each month. The Company further agrees to notify the Port Delegate and the designated Union Representative of all job postings, transfers, retirements, resignations, and deaths. Copies of answers to grievances and any written discipline including dismissals will be forwarded to the Port Delegate.

11:03 — The T-4 slips issued to the crewmembers at the end of the year will contain a statement of the amount of Union dues deducted during the year.

11:04 — The Company will issue and maintain service records in the form of service record books to all crewmembers who have not previously been issued with same upon their joining a trawler in the fleet. Such service record shall contain length of service

to date, classification, rank, or job performed, with dates of promotion and record of conduct. These books will be made available for inspection at the request of a crewmember during office hours.

## **ARTICLE 12 - Seniority**

12:01 — No crewmember shall attain seniority with the Company without having first completed a probationary period, involving not less than forty (40) sea days, as a probationary crewmember on Company trawlers in a port, within a three month period, having had not less than two trips on the same trawler. Upon the successful completion of the probationary period, a crewmember's seniority shall be dated as of his initial date of hire within the three month period of becoming a probationary crewmember in that port. At any time during the probationary period, a Captain shall have the right to discharge a crewmember who, in the Captain's judgement, is unsatisfactory. The probationary period will end twenty-four (24) hours after docking on the trip in which the probationary crewmember has completed forty (40) sea days within the prescribed period.

:01- The Company shall recognize, for crewmembers serving on Company trawlers, three types of seniority which shall be defined as follows:

**Boat Seniority** — Shall mean the length of continuous service as a seniority crewmember on a particular trawler and, any seniority previously accumulated on other Company trawlers to which a crewmember is entitled and brings with him to the trawler to which he is currently assigned;

**Port Seniority** — Length of continuous service as a seniority crewmember in a specific port plus any seniority previously accumulated in another port to which he is entitled;

**Fleet Seniority** — Length of continuous service as a seniority employee on Company trawlers within the fleet. Crewmembers having a minimum of five (5) years of Fleet seniority may exercise that seniority as a preferential right against

port seniority in another port but shall not exercise Fleet seniority against Boat seniority. Fleet seniority is not **transferable** to Boat seniority.

For the purposes of this Agreement, the fleet shall be defined as all Company trawlers operated by the Company out of ports in Newfoundland and covered by the terms and conditions of this Collective Agreement.

- :02** A fleet seniority list showing the length of service for all crewmembers with the Company will be posted at each location. A Port seniority list and a boat seniority list will be posted aboard each trawler, with copies of all lists being supplied to the Union. A first list shall be posted within two **(2)** months of the signing of this Agreement and updated thereafter at six **(6)** month intervals.

**12:03** — When a permanent vacancy occurs **on** a trawler which is not filled as a result of a promotion from the crew of that trawler, the Company shall post the vacancy in the watchhouse in each trawler port with copies posted in the galley of all trawlers so that members of the fleet may apply in writing and within the posting period for the position. The posting period shall **run** for thirty **(30)** days from the date of posting in the watchhouse of the home port of the trawler.

**12:04** — Any promotion or permanent vacancy within the bargaining unit shall be filled on the basis of seniority and ability; and where ability is sufficient to perform the required duties, seniority shall govern. Promotions and permanent vacancies shall be filled first on a boat basis and then on a port and fleet basis. To avoid disruption to sailing schedules, temporary replacements may be used.

**12:05** — Whenever the Company finds it necessary to make a selection for any of the above matters on any basis other than seniority, the Company agrees to review, when the selection is made, with the proper Union officials or representatives, its **reasons** therefore.



12:06 —

- :01- The Company will hire additional crewmembers to fill temporary vacancies, resulting from the absence of crewmembers who have Boat seniority, due to scheduled trips off and other authorized leaves of absence. The crewmembers used in relief will attain Port Seniority if they successfully complete the probationary period as prescribed in Article 12:01. An appropriate number of additional hirings, beyond the number of berths available, will be established for each Port,
- :02- A temporary vacancy shall be filled in the first instance from the crew of the trawler on which the vacancy occurs by Boat Seniority provided the crewmember has sufficient ability to perform the required duties. When a temporary vacancy is not filled from the crew of the trawler it shall be filled from the Port Fleet Seniority List as provided in 12:06:03.
- :03- Relieving crewmembers **will** be called, in order of seniority, to fill temporary vacancies in a port on the principle that the most senior crewmember ashore and available for a trip will be the crewmember assigned to the trip. Relieving crewmembers must take forty-eight (**48**) hours between trips, unless it is mutually agreed between the Company and the crewmember in instances where no other seniority crewmember is readily available to fill a temporary vacancy.
- :04- Relieving crewmembers who have Port Seniority will check, on docking at the end of a trip, to be advised of the next possible sailing for which they may be required after their turn-around period.
- :05- Relieving crewmembers who have Port Seniority must accept a permanent vacancy in their classification on a trawler to which their seniority entitles them and for which they are qualified. Failure to do so will result in **loss** of all seniority and release from employment with the Company.

- :06- When a relieving crewmember with Port Seniority acquires a permanent position on a trawler, **his** Boat Seniority and Fleet Seniority will be recognized as being equivalent *to* his Port seniority.
- :07- Where a crewmember having Boat Seniority is ashore as a result of illness or injury beyond three (3) trips, the temporary vacancy shall be filled by the most senior relieving crewmember until the permanent crewmember returns or until the relieving crewmember is replaced by a crewmember who has Boat and Port seniority.

12:07 — Crewmembers who have attained Boat seniority and whose trawlers are out-of-service, as a result of mechanical breakdown or refit, for periods known *to* be in excess of five (5) days, and who wish to fill temporary vacancies on other trawlers in their home port, shall advise the Company in writing. Such crewmembers shall fill temporary vacancies *to* which they are entitled, by reason of their seniority, until the out-of-service trawler is assigned a sailing date. Should the crewmember elect to sail after that time to fill a temporary vacancy on another trawler he must, following that trip, rejoin his trawler on its next scheduled sailing.

12:08 — Crewmembers shall retain and accrue seniority while:

- (a) on leave of absence authorized by the Company including leave of absence for Union business;
- (b) on normal tie-up;
- (c) on sick leave or Workers' Compensation for a period of up to twenty-four (24) months;
- (d) promoted outside the bargaining unit for a period of up *to* one year;
- (e) awaiting transfer to another trawler in the fleet;
- (f) on lay-off up to twenty-four (24) months;

12:09 — Crewmembers shall lose seniority when:

- (a) discharged for just cause;
- (b) quit;
- (c) on sick leave or Workers' Compensation in excess of twenty-four (24) months (subject to 12:10);
- (d) having failed to return to work without just cause following a leave of absence;
- (e) having failed to return to work following recall from lay-off;
- (f) on lay-off in excess of twenty-four (24) months;
- (g) promoted outside the bargaining unit for a period in excess of twelve (12) months;

**12:10 —**

- :01- The status of a crewmember on sick leave or Workers' Compensation will be reviewed at the end of one (1) year and at the end of twenty-three (23) months. Where the parties mutually agree, a crewmember may retain seniority for a defined period beyond twenty-four (24) months.
- :02- Where, on the advice of a physician, a crewmember with Boat Seniority is no longer capable of performing his regular duties but does have the ability to perform the duties of a deckhand or trawlerman, he may exercise his Port Fleet Seniority to displace the most junior deckhand/trawlerman who has Boat Seniority within the Port Fleet.

**12:11 —** The Company will notify crewmembers of recall from lay-off by contacting the last address given. Crewmembers will advise the Company immediately if they accept the recall and will return to work within a reasonable time, except when just cause exists. Crewmembers who have just cause preventing their return to work may be temporarily replaced.

**12:12 —** In all matters concerning lay-off and recall of crewmembers, the Company shall select individuals on the basis of seniority and ability. Ability shall be defined as the crewmem-

bers' capability of performing the work at hand.

**12:13 — When a crewmember is promoted to another position, he shall have the right to return to his former position prior to the commencement of the fourth trip of the trawler on which he was promoted. Any other crewmembers affected shall be returned to his/their former position(s) without loss of seniority.**

**12:14 — When a trawler is relocated by the Company to another home port on a permanent basis, crewmembers who have attained seniority (boat, port, and fleet) on that trawler have:**

- (1)** the right to retain that seniority and relocate to the new port as their home port. Their Port seniority shall be integrated with the Port seniority to which they have transferred or,
- (2)** the right to remain in their home port and retain their Port seniority. In that event, senior crewmembers, on the basis of their Port seniority, may give notice to bump the most junior crewmembers in their classification, at which time the junior crewmember will be displaced without notice.
- (3)** When a crewmember chooses Option **(1)** above and relocates with his trawler, should he be bumped by a more senior crewmember in his classification in the new home port on the basis of Port seniority, he shall have the right to maintain his position on the Port seniority list in both the new home port and his previous home port. When a position to which his seniority entitles him becomes available in one of the ports, he may accept, at which time he will be removed from the Port seniority list in the other port or, he may refuse and retain his seniority only on the Port seniority list in the other port.
- (4)** Crewmembers on the Port seniority list who have been displaced as a result of being bumped by a more senior crewmember exercising Option **(2)** above shall, if their seniority permits, have the right to fill a position on the trawler which

is to be relocated to another home port on a permanent basis. In that event, they will retain the rights related to such transfers set forth in (3) above.

12:15 — The selection of crewmembers for replacement and new trawlers shall be on the basis of seniority and ability; and where ability is sufficient to perform the required duties, seniority shall govern. However, in selecting mates **and** chief engineers, selection shall be on the basis of seniority and ability. Seniority shall apply only when two or more candidates are relatively equal to each other in terms of ability.

12:16 —

- :01- Where the number of trawlers has been reduced and lay-offs/terminations occur, the Company agrees to rank crewmembers on the basis of their Port seniority and lay-off the equivalent number of the most junior crewmembers within each classification or lower classification, to ensure the placement of the crewmembers of the displaced trawler who have sufficient seniority. Crewmembers laid-off will be placed in a position on the Port Seniority List to which their seniority entitles them. In the application of this clause icers, trawlermen and deckhands will be considered as one (1) classification. Crewmembers must have the ability to perform the duties of the crewmembers which they replace.
- :02- Any crewmember having more than five (5) years seniority not placed in his home port as a result of the permanent demobilization of his trawler, in accordance with the provisions in (:01) above, shall be ranked on the Port Fleet Seniority list in one (1) specific port, provided the crewmember gives notice in writing within thirty (30) days to the appropriate Trawler Manager at that port, of his desire to sail from that port. Such a crewmember may not exercise his Port Fleet Seniority against crewmembers that have Boat Seniority in the port from which he chooses to sail. The crewmember, to which this clause applies, shall choose and pay his own transportation costs. Trawlers' sailings will

not be delayed if the transportation time will not allow the crewmember to meet the scheduled sailing time.

- :03- Any crewmember with less than five (5) years **Fleet** Seniority not placed in his home port as a result of the permanent demobilization of his trawler in accordance with the provisions in (:01) above may apply in two (2) specific ports, provided the crewmember gives notice in writing to the appropriate Trawler Managers at those specific ports, of his desire to sail from those ports. For the purposes of Port Seniority such a crewmember shall be considered to be at the bottom of the seniority list at the ports from which he chooses to sail. A crewmember, to which this clause applies, shall choose and pay his own transportation costs. Trawler sailings will not be delayed if the transportation time will not allow the crewmember to meet the scheduled sailing time.

### **ARTICLE 13 — Leave of Absence**

13:01 — Crewmembers will be granted leave on compassionate grounds when notice is received. Leave of absence, without pay, for personal reasons will be considered on an individual basis and will not be arbitrarily denied.

13:02 — A crewmember desiring a trip off shall make a request as early as is possible but in no event less than twenty-four (24) hours prior to scheduled sailing time. The Company will grant such requests in the order received provided that it shall not be required to grant time off to more than four (4) crewmembers at any one time and provided that one of the four (4) is an engineer. Such leaves will be restricted to not more than one (1) deck officer, one (1) engineer and one (1) icer, in the regular crew at any one time.

13:03 — The Company agrees to grant leave of absence without pay to any crewmember for the purpose of attending a recognized Institution in order to improve his skills as a crewmember, provided that the Company shall not be bound to grant

such leave to more than (2) crewmembers per trawler at any one time.

13:04 — The Company will grant, upon receipt of reasonable notice, leave of absence without pay for the purpose of attending to Union business. Such leaves will not involve any interruption of sailing schedules due to the numbers of classifications involved.

13:05 — Crewmembers on short term leave of absence approved by the Company will have insurance coverage maintained for not less than ninety (90) days; premiums to be paid as required by the crewmember. Where a crewmember is on an approved leave of absence for training under 13:03, the Company will continue to pay its portion of insurance premiums during the period of training.

When a crewmember is on short term lay-off lasting up to ninety (90) days, the Company shall continue to maintain his insurance premiums, the cost of which will be repaid by the crewmember on his return to work.

#### **ARTICLE 14 — Standard Crew**

14:01 — Standard crew with respect to existing trawlers, including Captain, shall be outlined in Schedule “B” attached to and forming part of this Agreement.

14:02 — This Agreement permits the sailing of vessels with less than the standard number in the crew where a majority of the crewmembers agree.

14:03 — The Company agrees that in the event that it charters out its trawlers, regularly engaged in fishing, to the Department of Fisheries and Oceans or engages in fishing experiments in conjunction with the said Department, it will maintain the standard crew for that particular class of trawler or whatever number of crewmembers are required to operate the trawler while on charter.

## ARTICLE 15 — Sailing Schedules

### 15:01 —

- :01- All crewmembers shall have forty-eight (48) hours ashore between trips, unless a shorter period is agreed upon between the Captain and a majority of the crewmembers.
- :02- Vessels covered by this agreement operating out of the port of St. Anthony gillnetting for turbot will have their turn-around time agreed to by the parties. When such vessels operate out of the port of Fortune 15:01:01 shall apply.

15:02 — When a trawler lands a trip at any port, other than its home port, the Company shall choose and pay transportation expenses for the crew to the home port and return, and allow crewmembers forty-eight (48) hours in the home port. Where road transportation is not available and subject to adverse traveling conditions, the trawler shall **sail** as soon as possible and crewmembers shall have seventy-two (72) hours shore time after the next trip lands at the home port.

15:03 — Trawlers shall be scheduled to sail forty-eight (48) hours after landing or as scheduled within the next sailing period.

15:04 — **All** scheduled sailings will be in accordance with Schedule “B” attached to and forming part of this Agreement.

### 15:05

- :01- The Company will contact the crewmembers on the scheduled sailing of the trawler within the turn-around period, between 8:00 a.m. and 8:00 p.m., with not less than six (6) hours’ notice of the sailing. All crewmembers shall report for sailing as advised.
- :02- The Company will request and each crewmember will provide a point of contact where the crewmember can be reached directly by phone, if possible, so that any notification in sailing schedules can be communicated. The Company shall have fulfilled its obligation with regard to notifying crewmembers by leaving a message at the point



of contact for each individual crewmember. The Company shall have no responsibility to a crewmember who does not advise of any change in his point of contact.

15:03- **As** a convenience to crewmembers, information on the scheduling of trawlers will be available on code-a-phone, the latest update to be at 5:00 p.m. daily.

15:06 — The sailing time for trawlers landing after a trip has commenced (a) coming out of bad weather, (b) landing a crewmember, (c) for minor repair, or (d) delays arising after landing, shall be the earliest possible hour after landing regardless of the day or hour of the day. Under these conditions the discharging of fish will only trigger 15:01 if the trawler has been at sea more than four (4) days. If fish is discharged the total time of the trip is not to exceed twelve (12) days from the time it commenced.

15:07 — Trawlers required for discharge prior to 9:00 a.m. shall be in port by 12:00 midnight.

### **ARTICLE 16 — Christmas Tie-Up**

16:01 — All wetfish trawlers shall be in port for Christmas tie-up before Noon on December 24th. A freezer vessel shall not interrupt its fishing trip as a result of the Christmas period but in no event will a freezer trawler be scheduled to sail between December 21st. and December 27th. No trawler shall be scheduled to sail on Christmas Day, Boxing Day, or New Years Day.

16:02 — The Union and crewmembers recognize the importance of the Company harvesting its available quotas within a calendar year. In the event that quotas are still available, the Company may sail trawlers on December 27th., 28th., 29th., 30th., and 31st. Crewmembers will not be required to sail but those who do sail on the dates specified will receive a bonus in addition to any other compensation provided by this Collective Agreement.

## **ARTICLE 17 — Watches**

17:01 — Watches shall be run on either of:

- (a) eight (8) hours on, four (4) hours off basis while fishing, and four (4) hours on, eight (8) hours off while steaming, laying or jogging, or;
- (b) twelve (12) hours on, six (6) hours off basis while fishing, and six (6) hours on, twelve (12) hours off while steaming, laying or jogging.

The actual watch for the trawler shall be determined by a majority of the crewmembers including the Captain.

17:02 — Watches for the Captain and the Mate except where otherwise mutually agreed, and watches in the engine room, shall be on a six (6) hours on and six (6) hours off basis.

17:03 — Watches shall not be broken unless it is determined by the Captain to be an emergency.

17:04 — No crewmember shall be required to remain on deck for more than his watch, subject to Article 4:04 hereof.

17:05 — Not more than two (2) crewmembers, excluding the officer of the watch, shall be required in the pilot house while the trawler is steaming, laying or jogging.

## **ARTICLE 18 — Weighing and Grading**

18:01 — The crewmembers may appoint and pay tallymen to act on their behalf in checking, weighing and grading of fish landed and the disposal of fish graded as reject.

18:02 — The rules and procedures for weighing and grading fish are outlined in Schedule “C” attached to and forming part of this Agreement.

18:03 — Any irregularities or deviations from the rules and procedures shall be subject to grievance and arbitration procedure.

18:04 — The production manager or his designate shall be responsible for recorded weights and is the Company representative in the event of any question or dispute.

18:05 — Hails are intended to refer to the gross weight by species estimated to be on board the vessel at a given time.

### **ARTICLE 19 — Trip Settlement & Advance**

19:01 — Upon docking of a trawler at its home port, each crewmember shall be advanced the per diem for each sea day to the nearest projected hour. The trip settlement shall be paid prior to sailing on the next trip at which time final adjustment on the balance due on the trip will be made. Each crewmember shall receive a copy of the final settlement sheet and fish receipt as per Schedule “C” 12.

19:02 — Crewmembers’ classifications and method of compensation are set forth in Schedule “A” attached to and forming part of this Agreement.

19:03 — The Company agrees to make deductions for income tax purposes and shall remit the same to proper authorities. The Company does not undertake to assure that the crewmembers pay the proper amount of income tax.

19:04 — The Company agrees to pay fifty percent (50%) of the premiums due under the Canada Pension Plan for all crewmembers.

19:05 — Where the use of new technology in fishing gear may result in a significant deviation from normal fishing, the Company agrees to consult with the Union prior to the commencement of the trip and will, if necessary, negotiate a method of compensation.

19:06 — Deductions in common to all crewmembers, as specified in Schedule “A” Item 2, Paragraph 1, will only be applied to the fish portion of the settlement and not taken from the crewmember’s per diem earnings.

## ARTICLE 20 — Reporting Pay

### 20:01 —

- :01- Crewmembers reporting for a scheduled sailing which is delayed through no fault of any of them shall receive reporting pay under the following terms and conditions:
- :02- **All** crewmembers must be present and ready to sail;
- :03- Reporting pay, when applicable, will be computed from the time when all the crewmembers are ready to sail on or after the scheduled sailing time;
- :04- Provided the trawler sails within one (1) hour of the time referred to in 20:03 above, reporting pay shall not apply;
- :05- Should a trawler not sail within one (1) hour of the time referred to in 20:03 above, the crewmembers shall receive reporting pay at work-in-port rates starting at the time referred to in 20:02 above until the trawler actually sails or the crewmembers are released. In the event that the crewmembers are released, they shall receive a minimum of four (4) hours reporting pay or payment for the actual hours they were required to stand by, whichever is greater;

20:02 — Where a trawler commences a trip but returns to port within twenty-four (24) hours for reasons unrelated to the crewing of the trawler, the crew shall not receive less than the equivalent of four (4) hours at work-in-port rates. The amount of compensation shall be as follows:

1. If the crew are released on docking they shall receive the minimum payment or the per diem, whichever is the greater;
2. If the crew are required to remain on board they shall receive work-in-port rates at the basic rate for each hour until released **plus** the per diem for **sailing** time;
3. If the crew are required to remain on board until the trawler resails, they shall receive in addition to the per diem for sailing time, work-in-port rates at the basic rate for each

hour they were required to stand by while docked.

**20:03** — Provisions in this Clause requiring crewmembers to be ready to sail shall be effective notwithstanding the fact that one or more crewmembers have not reported provided the Company was notified as per Article 13 and Captain and crew have agreed to sail shorthanded at the scheduled sailing time.

## **ARTICLE 21 — Stand-by Pay**

### **21:01 —**

01:- In accordance with the provisions of this Agreement the Company shall schedule the sailing of all trawlers which shall be the scheduled sailing time. Within the turnaround period the Company may:

1. Set a scheduled sailing time for any scheduled sailing period;
2. Advise that the trawler will not be scheduled to sail within six days from the end of the turnaround period due to mechanical problems, in that event stand-by pay shall not apply unless the trawler is actually scheduled to sail within the six day period, at which time for the purpose of calculating stand-by-pay, the trawler will be deemed to have been scheduled to sail in the first scheduled sailing period following the turnaround period;
3. Not schedule the trawler to sail due to mechanical problems in which case, for the purpose of calculating stand-by-pay, the trawler will be deemed to have been scheduled to sail in the first scheduled sailing period following the turnaround.

When a trawler has been scheduled to sail or, deemed to have been scheduled to sail as provided in (2) and (3) above, Clause 21:01:02 shall apply. Stand-by-pay shall only apply once between trips.

:02- When a scheduled sailing of a vessel is delayed because of mechanical problems (problems related to hull **and** machinery, navigation and fish finding aids), refit excepted, the Company will pay, at the commencement of the next calendar day, the crewmembers who were available for the scheduled sailing, up to a maximum of three (3) days' stand-by pay at the rate of fifty dollars (**\$50.00**) per day prorated to the nearest hour, effective November 1st, 1991 fifty-two dollars (**\$52.00**) per day prorated to the nearest hour.

**21:02** — When a vessel sails and returns to port within seventy-two (72) hours due to mechanical problems (problems related to hull and machinery, navigation and fish finding aids) and the crew is released, the Company will pay at the commencement of the next calendar day up to a maximum of three (3) days at the rate of fifty dollars (\$50.00) per day prorated to the nearest hour, effective November 1st, 1991 fifty-two dollars (**\$52.00**) per day prorated to the nearest hour.

**21:03** — In order to qualify for payment under **21:01** and **21:02** crewmembers must be available to sail and sail on the rescheduled sailing time, provided such rescheduling takes place within fourteen (14) days of the original tie-up.

**21:04** — Crewmembers who accept alternate positions within the Company will not be disqualified **for** stand-by pay.

**21:05** — Where a crewmember is transferred at the request of the Company, and has to wait to rejoin his trawler, he shall be compensated at the basic rate of work-in-port rates for eight (8) hours per day provided he is available for work as assigned by the Company and actually works when assigned. Where the crewmember actually works the rates of pay will be in accordance with Article **22**.

## ARTICLE 22 — Work in Port Pay

22:01 — Rates for work-in-port shall be:

	1st Mates/ Chiefs	2nd Mates	Bosun/Cook/ 2nd Eng./Icer	Deckhands
NOV. 1/90	11.95	11.10	10.70	9.70
NOV. 1/91	12.40	11.50	11.15	10.10

22:02 — When it is required to move a trawler while in port, it shall be done by shore personnel except in cases of emergency, inclement weather or other circumstances when it is deemed necessary by the Company that crewmembers move the trawler. Crewmembers will be paid for such work at work-in-port rates.

22:03 — When a trawler lands during a fishing trip and re-sails to continue fishing without discharging fish, crewmembers required to work while in port or crewmembers required to remain on board the trawler or on Company property shall be compensated at work-in-port rates. Where crewmembers are not put to work, or are not required to remain on Company property, daily per diems will continue, provided all crewmembers are available at sailing time. The Cook shall be paid for eight (8) hours each calendar day. Engineers shall be paid for keeping watch. Crewmembers shall receive compensation under this Clause under either work-in-port rates or per diem whichever is applicable. While in port under this Clause the Company will pay Ten dollars (\$10.00) per man day for groceries.

22:04 — Crewmembers on work-in-port rates shall be paid time and one-half of the regular rate for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week, and for all hours worked on Saturday and plant holidays. Double the regular rate will be paid for all continuous hours worked in excess of twelve (12) hours or on Sunday. No crewmember will be required to work more than twelve (12) hours in any twenty-four (24) hour period. A day is defined as a twenty-four (24) hour period commencing at twelve (12:00) midnight for the

purpose of this paragraph. There shall be no pyramiding of any overtime and/or premium pay under this Article.

**22:05 —**

- :01- When a trawler lands at an initial port of discharge and crewmembers are not released, crewmembers shall be paid at work-in-port rates at the basic rate for all hours they are required to stand-by while discharging is taking place. When the trawler sails following a partial landing of fish, the crew will be placed **on** per diem.
- :02- When a trawler lands at a port of discharge and crewmembers are not released, crewmembers shall be paid at work-in-port rates and the basic rate for all hours they are required to stand-by while discharging is taking place. Upon the completion of discharging when the trawler sails to its final port of destination, the crew will be placed on per diem.

**22:06 —** Engineers working ashore on trawlers during refits shall be compensated at the rate of his equivalent shore classification or work-in-port rates whichever is the greater. Chief and 2nd engineer ashore will be defined as per trade classification in each port.

**ARTICLE 23 — Sailing other than Fishing Trips —  
Method of Compensation**

**23:01 —** Crewmembers shall be compensated as follows:

1. Crewmembers shall receive not less than four **(4)** hours pay for sailings under this Article.
2. The rates of pay shall be:
  - (a) Monday through Friday, for all hours subject to payment, at the basic rate of work-in-port rates for each classification;
  - (b) Saturday and plant holidays in their home port, time and one-half the basic rate for all hours subject to payment;



- (c) Sunday, double the basic rate for all hours subject to payment.
3. All crewmembers on the trawlers shall be paid the applicable rate for up to the first eight (8) hours of steaming time. Steaming time in excess of eight (8) hours shall be paid at the applicable rate while keeping watch. (Catalina - Marystown this clause shall read as twelve (12) hours.)
  4. For related travel time, using ground or other transportation, crewmembers shall be compensated at the basic rate, Monday through Sunday, to a maximum of eight (8) hours in a twenty-four (24) hour period. (Ramea - Marystown this clause shall read as twelve (12) hours in twenty-four (24) hours.)
  5. Where fish is being discharged or crewmembers are waiting to return with a trawler, they shall be compensated at the basic rate for eight (8) hours in a twenty-four (24) hour period. For this clause the hours subject to pay shall be those between 8:00 a.m. and 5:00 p.m.
  6. Crewmembers called to work outside their regular hours shall be paid a minimum of four (4) hours per call-out.
  7. Regular crewmembers, outside of their regular turn-around period, will be given the first option of sailing their vessels on other than fishing trips where it is practical for other than in-port movements and movements between Burin Refit and Marystown Shipyard.

#### **ARTICLE 24 — Tow Job and Diversion Pay**

24:01 - When a trawler is required to:

1. make a tow of another vessel;
2. stand by another vessel;
3. assist in retrieving another vessel's gear; or
4. assist another vessel at the Company's direction;

the crewmembers shall be paid, in accordance with the following schedule, a daily rate prorated to the nearest hour, for the time the trawler is diverted from fishing:

	Nov. 1 1990 \$	Nov. 1 1991 \$
First Mates/Chiefs	163.00	170.00
Second Mates	135.00	140.00
Bosuns/Cooks/ 2nd. Eng./Icer	122.00	127.00
Deckhands	95.00	99.00

**24:02** — In addition to the above rates, the per diem of sixty one dollars (\$61.00) effective November 1, 1990, and effective November 1, 1991, the per diem of sixty seven dollars (\$67.00), and the Trip Incentive of eighteen dollars (\$18.00) is to be paid. Payment under this clause is the only entitlement to pay for any days crewmembers are engaged in duties outlined in **24:01 (1), (2), (3), and (4)** and they shall not be entitled to payment of per diem and/or Trip Incentive pay under other articles of this Agreement for the days so engaged.

**24:03** — Where a tow is made, payment under this clause shall apply from the time a trawler stops fishing, or is diverted by the Company, until it is in the same or equivalent position to resume fishing during that trip or the trip is terminated and the crewmembers released.

**24:04** — When a trawler loses its fishing gear and attempts to retrieve it, crewmembers will be compensated at work-in-port rates for the time spent searching less four (4) hours. Should a trawler recover its own gear any time after abandoning an initial search, it will be dealt with as salvage under **25:01**. Gear will be considered to have been abandoned if an attempt is not made to recover it prior to the completion of the trip during which it was lost.

## **ARTICLE 25 — Salvage Pay**

**25:01** — In the event that a trawler salvages gear or equipment, the fair market value of the gear or equipment will be established, at which time fifty percent (50%) of the fair market value will be divided equally among all crewmembers provided the salvaged gear or equipment is salvaged under the principles of admiralty law. Any dispute over fair market value may be referred to arbitration.

**25:02** — Rules of procedure under admiralty law shall apply in the case of salvage, except in no case shall a trawler be paid less than the provisions of **24:01** above.

## **ARTICLE 26 — Jury Duty**

**26:01** — The Company shall grant leave of absence without **loss** of seniority or accumulative benefits to a crewmember who serves as a juror.

## **ARTICLE 27 — Bereavement Leave Pay**

**27:01** — Should a crewmember suffer a bereavement and have to be brought ashore before the completion of a trip he shall receive his full share and earnings as though he completed the trip. The Company shall pay that portion of the earnings of the crewmember for the uncompleted sailing time in that trip.

**27:02** — Bereavement leave shall apply in the event of death of a crewmember's spouse, child, mother, father, brother, sister, grandchild, father-in-law, mother-in-law, grandparents and legal guardian. For the provisions of **27:01** to be operative in this respect the crewmember shall be put ashore in order to attend the funeral.

**27:03** — Should the Company decide that a replacement is needed, the replacement shall share in the gross stock for his portion of the trip. Should the Company not replace the crewmember then it shall add the per diem and Trip Incentive Pay due the replacement to be shared equally among the remaining

crewmembers.

**27:04** — In the event of a bereavement at sea, the Company will choose and pay the transportation costs of the crewmember, if he is landed outside his home port, to his home port.

**27:05** — When a crewmember is scheduled to sail and a bereavement occurs as defined in **27:02** resulting in the crewmember missing his trip due to the trawler's sailing before the funeral the crewmember shall be compensated for the trip.

## **ARTICLE 28 — Illness or Injury**

**28:01** — Should a crewmember be injured or become ill and have to be brought ashore before the completion of a trip he shall receive his full share and earnings as though he had completed the trip. The Company shall pay that portion of the earnings of the crewmember for the uncompleted sailing time in the trip.

### **28:02**

**:01-** Should the Company decide a replacement is needed, the replacement shall share in the gross stock for his portion of the trip. Should the Company not replace the crewmember then it shall add the per diem and Trip Incentive Pay due the replacement to be shared equally among the remaining crewmembers.

**:02-** If a crewmember earning bonus is injured during a trip and elects to take a non-bonus position for the duration of the trip, instead of being brought ashore, he shall receive his bonus for the trip.

**28:03** — In the event of illness or injury a doctor's certificate must be supplied by the crewmember upon request.

**28:04** — In the event a crewmember is injured in the performance of his duties after reporting for a scheduled sailing, and misses the trip as a result of such injury, he shall be compensated by the Company for the difference received from Workers'

Compensation and the amount he would have earned for that trip.

**28:05** — In the event of an injury or illness at sea the Company will choose and pay the transportation costs of the crewmember, if he is landed outside his home port, to his home port.

### **ARTICLE 29 — Living Conditions**

**29:01** — The Company will provide and maintain clean mattresses and pillows. In addition, the Company will supply two pillow cases, two sheets, and two blankets or the equivalent thereof.

**29:02** — At the beginning of each trip each crewmember will be issued laundered sheets, or equivalent, and pillow cases. At the end of each trip all soiled or worn out sheets, pillow cases, and mattress covers will be turned in to be replaced or laundered as the case may be. Blankets will be laundered as required but not less than twice in each year.

**29:03** — The Company, where applicable, will review with the Union representatives what is necessary to provide oilskin lockers, and will endeavour to have such lockers heated. The Company, where applicable, will also review with the Union representatives what is realistically possible on a trawler to ensure appropriate temperature controls for crew comfort. Fans will be installed in crew quarters where required on vessels identified at the time of signing of this Agreement.

**29:04** — Each trawler shall be equipped with a radio for the use of crewmembers. The Company will locate the radio on each trawler in an appropriate place as determined by a majority of the crew in consultation with the Captain.

**29:05** — The Company agrees to install and maintain a television set, a VCR, and microwave oven, on each trawler subject to the following terms and conditions:

The Company will be responsible for normal maintenance only and the Union and the crewmembers agree that the television,

VCR, and microwave oven shall in no way interfere with the sailing schedules of a trawler or its operations while at sea.

29:06 — Water coolers will be provided on all trawlers.

29:07 — The Company shall maintain the practice of responsibility for ship supplies at Company expense.

29:08 — The Company shall provide a secure locked facility for crewmembers' personal fishing gear to be stowed between trips.

### **ARTICLE 30 — Purchasing of Provisions**

30:01 — It is agreed that the cook shall be entitled to shop for provisions in order to obtain the best values for the crew, subject only to the right of the Union delegate, on behalf of the crew, to give further direction if necessary to protect their interests. Cooks will post grocery lists on the bulletin board.

### **ARTICLE 31 - Working Conditions**

31:01 - It is the responsibility of the Company to ensure all trawlers are made ready for the scheduled sailing times.

31:02 — When the trawler is scheduled to sail and the crew is on board, the crew will be expected to do all assignments normally performed at sea in order to facilitate the sailing of the trawler.

31:03 — The Company agrees to put the trawler in a clean condition before the start of the trip. The crew shall bring the trawler back in a clean condition at the completion of the trip.

31:04 — New sets of main warps will be placed on board trawlers by shore personnel. The Company will pay for the marking of one (1) set of used warps in each calendar year.

31:05 — Prior to the commencement of a trip gear will be placed on the deck by shore personnel. Crewmembers will be responsible for the stowage of gear on trawlers, or for placing gear on deck for gear changes by shore personnel on the com-

pletion of a trip. Crewmembers involved in the changing of gear while in port during a fishing trip which involves the movement of gear from deck to shore and the replacement of that gear from shore to deck will be compensated at work-in-port rates as per 22:03.

31:06 — Splicing of wire, except in emergencies, will be done by shore personnel.

31:07 — The Captain will advise the crew prior to sailing of the expected date of return to port and any changes in expected return as soon as the Captain becomes aware of such changes.

31:08 — When, in the opinion of the Icer, old ice should be removed from the trawler he shall advise the Captain prior to the end of a trip. The Captain will identify the ice in question and check its condition. The Captain may consult with shore personnel on arrival at dock. If the ice is not removed the Icer will be advised as to the reason prior to the start of the next trip. From June 1 to September 30, ice that has been on a trawler for two trips will be removed on the request and advice of the senior Icer on the trawler if, in his judgement, the ice would not be suitable for use. Should the ice in question not be able to be removed during the turnaround period of the trawler it will be used only as a last alternative, to ice fish, on the subsequent trip, in which event the crew will not be held responsible should that ice result in a deterioration of the catch.

31:09 — The Company will supply submersible pumps on trawlers.

31:10 — The Chief Engineer shall submit a work order list on the completion of a trip. The work order list shall be reviewed with the Chief by the Marine Superintendent, or his delegate, prior to the next scheduled sailing to review the work performed during the turnaround period.

## **ARTICLE 32 — Vacation Allowance**

32:01 — Based on the number of sea days in continuous serv-

ice since the date of last employment with the Company as a crewmember, crewmembers will receive vacation allowance as follows:

0-219 sea days	4% of earnings
220 sea days and over	6% of earnings
Effective November 1, 1990	
1440 sea days and over	7% of earnings
Effective November 1, 1991	
1440 sea days and over	8% of earnings

Note: During the term of this Agreement crewmembers who would have been eligible for 8% of earnings as vacation pay under the terms of the previous Collective Agreement during the first year of the current Agreement will receive the 8% when they become entitled.

The allowance will be payable after March 31st. of each year on the earnings of the previous year subject to other clauses specifying time of payment in this Article.

32:02 — Crewmembers will be permitted to take their vacation allowance, accumulated at the appropriate rate, plus their Trip Incentive Pay, computed under the terms and conditions as specified in Article 32:04, prior to a scheduled trip off, to a maximum of five (5) times in the calendar year. Crewmembers are required to give one trip's advance notice for each request for the payment to be available. The balance, if any, of those accounts should be paid with the final trip settlement for each calendar year.

32:03 — Upon termination or quitting, crewmembers will be paid the vacation allowance accumulated at that date.

32:04 — Effective November 1, 1990 crewmembers will be paid eighteen dollars (\$18.00) per sea day calculated to the nearest hour as Trip Incentive Pay.



### **ARTICLE 33 — Tool Allowance**

33:01 — The Company will supply tools to the engine room in accordance with a specified list. Company representatives may consult with engineers on the list of specified tools to ensure adequate provision is made related to the class of trawler and the requirements of the job.

### **ARTICLE 34 — Clothing Allowance**

34:01 — The Company agrees to pay a clothing allowance effective the 1st. day of November 1990 of one dollar and twenty-five cents (\$1.25) per sea day; effective November 1, 1991, one dollar and fifty cents (\$1.50) per sea day.

### **ARTICLE 35 — Ship Loss Allowance**

35:01 — When a trawler is lost or burned during a trip, all crewmembers will receive a lump sum payment of One Thousand Dollars (\$1,000.00) each, in full payment for loss of personal items.

35:02 — Crewmembers may claim for loss of personal items left on a trawler between fishing trips should the trawler be lost or burned, such compensation to be limited to the value of the items proven to have been on board at the time of loss up to a maximum allowed in 35:01.

### **ARTICLE 36 - Bonded Stock**

36:01 — The Company will ensure that the allowed amount of bonded cigarettes are put on board each trawler before the beginning of each trip.

36:02 — The cost to the crewmembers will be for the cigarettes only and no additional fees or costs will be added for the Company's inconvenience in picking up and putting the bonded stock on board.

36:03 — The Company will ensure that each crewmember is issued his correct amount of bonded stock.

## ARTICLE 37 — Insurance — Pensions

37:01 —

- :01- The Company will continue to participate in the Fisheries Benefit Trust No. 1 and 2 as applicable.
- :02- The Company will pay the full cost of Fifty Thousand Dollars (\$50,000.00) life insurance including Accidental Death and Dismemberment on each crewmember. Vision care, 80% — maximum payment of One hundred and twenty dollars (\$120.00) will be added to the extended health care benefits. The contribution of crewmembers will be maintained at the amount effective October 31st, 1990.
- :03- The Company agrees to maintain the level of benefits, major medical as of the date of this Agreement and weekly indemnity at Two hundred and fifty dollars (\$250.00) per week. The contribution of crewmembers will be maintained at the amount effective October 31st, 1990.
- :04- A description of the benefit plan is set out in Schedule “E” for the benefit of the crewmembers. The description in Schedule “E” is not intended to be part of the Collective Agreement as benefits are subject to the master policy.

37:02 —

- :01- The Company agrees to establish a flat rate benefit pension plan effective January 1, 1989 for all crewmembers within the bargaining unit. Terms and conditions with respect to the pension plan are outlined in the pension plan document which will be attached to this Agreement as Schedule “G”. Crewmembers shall be credited service at a rate of \$10.00 per month per year of service. The basic year of service for crewmembers under the provisions of the plan will be 120 sea days. Effective January 1, 1992 crewmembers shall be credited service at a benefit rate of twelve dollars (\$12.00) per month per year of service.

**:02-** The parties will establish a Pension Board of Administration comprised of two (2) representatives each. The Board will have the following duties and responsibilities:

**:01-** To provide information to members on the terms and conditions of the plan;

**:02-** To verify the calculation of credited service and retirement benefits;

**:03-** To develop such forms and statements as are necessary for the proper administration of the plan.

The Board shall not be empowered to amend the plan. The plan shall only be amended by agreement between the Company and the Union.

### **ARTICLE 38 — Management’s Right**

**38:01** — Subject to the terms and conditions of this Agreement, it is the exclusive function of the Company to maintain order, discipline and efficiency, sign on, classify, discharge, transfer, promote, demote or discipline crewmembers.

**38:02** — Subject to the terms and conditions of this Agreement, it is the exclusive function of the Company to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and locations of trawlers, the species to be fished, the methods of operation, sailing and working schedules, kinds and locations of equipment to be used, processing methods and to establish standards of performance for all operations and crewmembers.

**38:03** — The Company may establish from time to time rules and regulations governing crewmembers covered by this Agreement, provided that such rules and regulations are not inconsistent with the provisions of the Agreement.

### **ARTICLE 39 — Discharge or Suspension**

**39:01** — When a crewmember is suspended or discharged, writ-

ten notice of such action stating the reasons therefore shall be forwarded to him, with a copy to the Union, within twenty-four (24) hours, if the action arises at sea, within twenty-four (24) hours after docking.

39:02 — Crewmembers, who without just cause or without having received permission, fail to report for a scheduled sailing, shall be subject to discipline up to and including discharge.

39:03 — When a crewmember is discharged away from a trawler's home port, the Company shall choose and provide his transportation and lodging back to the home port. The Company has no responsibility for a crewmember who quits.

39:04 — Matters of a disciplinary nature or expressions of dissatisfaction with the performance of a crewmember shall be recorded in writing and placed in the personnel file of the crewmember with a copy to the Union. Such matters if not recorded, shall not be considered as part of a crewmember's record. The record of disciplinary action will be removed from a crewmember's file after one hundred and twenty (120) seadays if no further disciplinary action has been taken.

## **ARTICLE 40 — Grievance Procedure**

40:01 — No crewmember shall be disciplined, suspended or discharged without just cause.

40:02 — Both parties recognize the importance of processing grievances as quickly as possible and agree that any dispute concerning the administration, application or alleged violations of this Agreement shall be dealt with as follows:

### **STEP 1**

Crewmember grievances arising out of matters relating to ship board conditions shall be raised with the Captain during the trip. Grievances arising from contract application or interpretation relating to benefits accruing under the contract shall be raised with designated shore personnel. The Captain or designated shore personnel shall reply within three (3) days of the matter being

raised or twelve (12) hours prior to sailing time whichever comes earlier.

## STEP 2

If the grievance is not resolved at Step 1, the matter may be further discussed between the crewmember and/or boat delegate and other designated representatives of the Union and the designated shore personnel of the Company, together with the Trawler Manager and/or Personnel Manager, or the Union may elect to proceed to Step 3.

## STEP 3

If the grievance is not resolved at Step 1 or Step 2 it shall be submitted to the Trawler Manager, in writing, stating the issue and remedy sought. Upon receipt of a grievance, in writing, the Manager shall, at the earliest possible date and in no case to exceed twelve (12) days, convene a Meeting of such Company representatives as may be designated, together with the crewmember and/or boat delegate, a provincial representative of the Union, if available, and such other people as the Union may designate. The matter will be decided and the Company's written reply to the grievance will be submitted to the Union within seven (7) days of the Meeting with copies to all interested parties. If the grievance is not resolved through the foregoing procedure, either party may refer the matter to arbitration as herein provided.

**40:03** — Group and policy grievances initiated by the Union and Company grievances shall be submitted, in writing, specifying the Articles of the Collective Agreement allegedly violated by either party in accordance with Step 3. The party in receipt of the grievance shall reply within fourteen (14) days. Failing settlement, the matter shall be referred to arbitration as herein provided.

**40:04** — The time limits herein may be expanded or compressed by mutual consent and subject to the directive of **40:02** shall be considered directory as opposed to mandatory.

**40:05** — No grievance shall be denied through error in form or technical irregularity.

#### ARTICLE 41 — Arbitration

**41:01** — Any matter in dispute between a crewmember, the Company or the Union involving the interpretation, application or alleged violation of any Article of the Agreement, including any question as to whether or not a matter is arbitrable, may, in the event of failure to reach agreement under the grievance procedure and after exhausting that procedure, be referred to arbitration by a sole arbitrator.

**41:02** — The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.

**41:03** — Within five (5) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.

**41:04** — If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Labour & Manpower of the Province of Newfoundland to appoint an arbitrator.

**41:05** — After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.

**41:06** — Whenever the subject matter of a grievance involves a loss of earnings or benefits the arbitrator shall have the authority to restore either partially or completely such loss in accordance with his decision. The arbitrator shall have the authority

to vary a disciplinary penalty.

41:07 — In the case of an unjust dismissal or suspension there shall be no **onus** on a crewmember to mitigate losses.

41:08 — The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.

41:09 — Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objection at the same time as the reply to Step 3 of the grievance procedure.

41:10 — The time limits, referred to in the arbitration procedure may be expanded or compressed by mutual consent, and shall be considered directory as opposed to mandatory.

41:11 — No grievance shall be lost through error in form or technical irregularity.


41:12 — Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.

## **ARTICLE 42 — Strike and Lockouts**

42:01 — During the life of this Agreement, the Union and its members agree individually and collectively that its terms and conditions are binding on them and further agree that there shall be no strike, sit down, slow down, stoppage, or suspension of work, either complete or partial, for any reason.

42:02 — The Company agrees that during the term of this Agreement there shall be no lockout.

42:03 — No crewmember shall be forced as a condition of employment to cross a legal picket line.



ARTICLE 43 — Duration of Agreement

43:01 — This Agreement shall become effective the 1st. day of November, A.D., 1990 and ~~shall remain in effect until the 31st. day of October, A.D. 1992~~ and thereafter shall be automatically renewed from year to year unless in any year, within ninety (90) days preceding the date of expiration of this Agreement, a written notice is given by either party to this Agreement to the other party, informing the latter that it wishes to terminate or amend this Agreement or to negotiate a new Agreement. In such event, negotiations for a new Agreement or amendment to the existing Agreement shall take place between the parties within fifteen (15) days after the receipt of such notice.

Dated at St. John's, Newfoundland this 5th. day of January, A.D., 1991.



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

SIGNED, SEALED AND DELIVERED

— in the presence of —

FISHERMEN FOOD AND ALLIED WORKERS

(Fisheries Division, Canadian Auto Workers):

Richard Cashin  
Ches Cribb  
Matt Murphy  
Tony Wohlfarth  
Tony Warren  
Onslow Tulk  
Oscar West  
Reg Strickland  
Keith Halleran  
Harold Mugford  
Sam Rideout  
Gary Fisher

— in the presence of —

FISHERY PRODUCTS INTERNATIONAL LIMITED

Victor L. Young  
William Wells  
Herbert Clarke  
Kevin Coombs  
Richard Moores  
Patrick Isada  
Judy Cull  
John Day  
Max Hollett

## “SCHEDULE “A”

During the term of this Agreement, crewmembers’ incomes will be determined as follows:

1. Effective November 1st., 1990 a per diem of sixty-one dollars (**\$61.00**) per sea day, all calculated to the nearest hour. Effective November 1st., 1991 a per diem of sixty-seven dollars (**\$67.00**) per sea day, all calculated to the nearest hour.
2. A basic share calculated on fish prices, as set forth herein. The total pounds of acceptable fish landed each trip shall be paid for at these prices. The dollar amount arrived at shall be referred to as the crew’s gross stock which shall be equally divided amongst the entire crew including Captain after deductions of the cost of provisions and cigarettes. In addition, the Company shall pay the following percentages and amounts to these special classifications:

- |  |   |
|--|---|
| (a) Mates & Chiefs                         | at 5.50% of the total crew’s gross stock; |
| Second Mate                                | at 3.00% of the total crew’s gross stock; |
| Bosuns, Second Engineers, Icers, and Cooks | at 2.00% of the total crew’s gross stock; |

	<b>Effective Nov. 1/90</b>	<b>Effective Nov. 1/91</b>
Mates & Chiefs	\$2.05	\$3.60
Second Mate	1.10	1.95
Bosuns, Second Engineers, Icers and Cooks	.75	1.30

Crewmembers in the Learner Classification shall not receive Trip Incentive Pay under Clause 32:04.

Crewmembers in the Trawlerman’s Classification shall

receive the Trawlerman's Premium of Ten dollars (\$10.00) per sea day.

3. Cooks will receive a premium payment of ten dollars (\$10.00) per sea day when the trawler carries in excess of two (2) personnel beyond the standard crew.

4. Crew fish prices in cents per pound for acceptable fish are as follows:

<b>SPECIES</b>	<b>Effective November 1, 1990</b>
Cod, gutted Cod, gutted 25" and over (S.T.K.)	6.6000
Cod gutted 16" - 25" (M.K.T. & S.C.)	5.5000
Flounder, gutted	6.5000
Greysole, round 11" & over	6.5000
Yellowtail, gutted	6.5000
Haddock, gutted 1½ lbs. & over	6.0217
Perch, large (over 10")	4.2500
Perch, small (9"-10")	3.4000
Pollock, gutted	3.3012
Catfish, gutted	3.3491
Hake	2.6075
Cusk	2.6075
Turbot	6.0000
Halibut, dressed & headless (large)	40.0000
Halibut, dressed & headless (small)	33.0000

5. Cod Roe — Price per barrel one hundred and six dollars and sixty cents (\$106.60) which shall be equally divided amongst the entire crew including the Captain.

## SCHEDULE "B"

### 1. Sunday Sailings:

No trawler shall be scheduled to sail before 2:00 p.m. on Sunday unless agreed to between Captain and crew.

No trawler will be required to make more than three (3) Sunday sailings in each calendar year.

### 2. Standard Crew

#### (A) Standard Crew on Fishing Trips

<b>Trawler</b>	<b>No. of Crew</b>
Zandberg	15
Zandvoort	15
Pennysmart	14
Newfoundland Hawk	15
Norwegian Class	14
Marystown Vessels	14
Newfoundland Eagle	15
Newfoundland Kestrel	15
Grand Vessels	14
Fortune Vessels	14
Newfoundland Arrow	12
Newfoundland Alert	12
Harbour Breton Vessels	14

When a vessel sails with less than the standard crew the missing crewmember's per diem will be shared equally among the crew.

#### (B) Standard Crew other than Fishing Trips

Trips other than fishing trips will have a minimum of seven (7) crewmembers. The Captain may decide that circumstances require a larger crew.

### 3. Scheduled Sailing Periods.

Port	Monday to Saturday		Sunday
	a.m.	p.m.	p.m.
Catalina	10:00 - 10:00		2:00 - 10:00
Catalina (Dec. 1- April 30)	11:00 - 11:00		2:00 - 10:00
Fortune	8:00 - 8:00		2:00 - 8:00
Marystown	9:00 - 9:00		2:00 - 9:00
Harbour Breton	9:00 - 9:00		2:00 - 9:00

Note: The sailing period for all ports all days may be extended one (1) hour, four (4) times per trawler each year. For scheduled sailings outside of the home port trawler crewmembers will remain with the trawler in the event of a delay and be paid at work-in-port rates until either the trawler sails as soon as it is ready or the crewmembers are released. In the event that the crewmembers are released the Company will pay their return transportation to their home port.

## SCHEDULE "C"

### **Fish Weighing and Receipt:**

1. All fish shall be unloaded directly from the trawler through existing unloading systems and weighed over scales approved and stamped by the Department of Weights and Measures and monitored regularly by the Union.
2. Scales shall not be adjusted upward or downward to allow for any factors and shall balance at zero (0) all year round.
3. The Weighmaster shall record the actual weight and species contained in each lot of fish before tripping scales or allowing the removal of each lot of fish, and make available to the Union, if requested, a copy of the original record.
4. Gross Weight shall be the total weight that passes over the scales or the total weight passing over scales plus anything culled out prior to tallying weight.
5. Deductions from **gross** weight may be made **for** the following reasons:
  - (a) Ice, water and gut;
  - (b) undersize fish;
  - (c) inedible species;
  - (d) fish unsuitable for processing into fillets at the time of discharge;
  - (e) sour fish as a result of poor icing;
  - (f) jellies;
  - (g) green spots;
  - (h) chalk;
  - (i) congenital defects not including normal infestation by worms;
  - (j) discoloration.

6. Deductions to be made from the gross weight shall be arrived at in the following manner:
- (a) for ice, water and gut — random samples, a minimum of ten (10) per shift, to determine appropriate percentages;
  - (b) for undersize fish — random samples, minimum of ten (10) **per** shift to establish appropriate percentage to be deducted from gross weight. Where practical the foregoing percentage shall be checked against the actual weight of undersized fish culled out on the production line anywhere from trawler to cutting line, to ensure that the percentage is reasonably accurate. Where this comparison is made and carried out to completion, and the results do not coincide, the actual weight culled out will be used for making deductions from gross weight;
  - (c) for inedible species — (i) random samples, minimum of ten (10) per shift, to establish the appropriate percentage to be deducted from gross weight, **or** (ii) the actual weight of such specie culled out on the production line;
  - (d) for fish unsuitable for processing into fillets at the time of discharge — must be weighed out separately or weighed back from line;
  - (e) for **sour** fish as a result of poor icing — must be weighed out separately;
  - (f) for jellied fillets — these fillets shall be culled out, weighed and converted back to dressed fish on the basis of a standard **twenty-eight percent (28%) yield**;
  - (g) for green spots — in the same manner as jellies;
  - (h) for chalk — in the same manner as jellies;
  - (i) for congenital defects not including normal infesta-

tion by worms — in the same manner as jellies;

(j) for discoloration — in the same manner as jellies.

7. Deductions for reasons outlined in 5(d), 5(e), 5(g) and 5(i) herein, which amount to five percent (5%) or more of gross weight, will be certified in writing by a Federal Fisheries Inspection Officer provided one is readily available and is willing to do so.
8. In any dispute over quality at the time and point of discharge the opinion of the Federal Fisheries Inspection Officer shall prevail providing the Officer is available and willing to express his opinion subject to arbitration as herein provided.
9. If all fish are processed before the trawler is settled the deduction will be the actual amounts found. **If** the trawler is settled before all fish are cut the deduction will be based on the percentage found up to the time of settlement.
10. The Company will endeavour to ensure that quality does not suffer as a result of any of its actions. **An** allegation by the Union that the Company has failed in this regard may be dealt without disruption through grievance and arbitration.
11. Crews will be held responsible only **for** quality of fish less than 240 hours old at the time and point of discharge. The Crew is not responsible for deterioration in fish quality unrelated to the proper handling, stowage, and icing of fish on board the vessel.
12. The receipt shall show the net processable fish as per species and size, the deductions from gross weight for items 5(a) and 5(i), and the reasons for same. Each crewmember and the Union shall **be** given a copy of the receipt.



## SCHEDULE "D"

1. The following understandings apply between the Company and the Union:

A: When a trawler leaves port at the commencement of a fishing trip and the intention is to stop at another port for minor servicing or supplies before proceeding to the fishing ground, crewmembers will be compensated for the increased sailing time, at work-in-port rates plus payment at work-in-port rates for the time docked in port, to a maximum of twelve (12) hours in each twenty-four (24) hour period. Per diem shall not apply to docktime when work-in-port rates are in effect but will apply during docktime when work-in-port rates are not in effect.

B: Deductions for ice, water, and gut in the Port of Marystown shall be based on actual samples in accordance with Schedule "C".

C: Travel Allowance all Ports:

(1) Per fishing trip

If travelling within a radius of

90 to 150 miles	\$18.00
151 to 200 miles	\$25.00
201 miles and over	\$30.00

All crewmembers on Company trawlers who, under the previous contract paid \$12.00 for travel and those crewmembers who have relocated to new home ports as a result of the deactivation of side trawlers and the relocation of sterns prior to the resumption of operations, will have travel expenses paid for an amount in excess of \$12.00 per crewmember by the Company. The Company reserves the right to have travel expenses charged on the basis of least cost. All

other crewmembers will receive the travel allowance as per the Schedule described above.

D. Credit Union:

The Company agrees to deduct Credit-Union fees on provision of notice and signed authorization from crewmembers. Deductions will be remitted to the Credit Union by Friday **of** the following week.

## SCHEDULE "E" — Health Plan

### Description of Plan

The following is not part of the Collective Agreement. Benefits are subject to the master policy. Administration of claims, all enquiries, correspondence and claims should be sent to the Company.

### Schedule of Benefits

Term Life/AD&D	\$50,000.00
Weekly Indemnity	\$250.00
Semi-Private Hospital	All Costs Above
Major Medical Expenses	M.C.P.
Direct Drug Expenses	80% Paid
	Also, Vision Care — 80%
	(Maximum Payment of \$120.00)

### LIFE INSURANCE

Life Insurance is payable to your listed beneficiary upon your death from any cause. **In** the event there is no such appointment, the benefit will be payable to the estate of the member. Payment may be taken in a lump sum, in a series of monthly installments, or in a combination of both.

Within 31 days of leaving your employment, you may convert the life insurance to any individual whole life or convertible one-year term or term to age 65 plan.

**If**, while insured, you become totally disabled for at least 6 consecutive months before attaining age 65, the Insurer will waive the payment of Life Insurance premiums. This "Waiver of Premium" benefit is not automatic. **In** order to qualify, you must notify your Plant Administrator within 12 months from the day you last worked. The Plant Administrator will then give you two forms for completion and return. **One** form is an application to be completed by you, and the other is a form for completion by your doctor. Both forms, together with a copy of your birth certificate, should then be returned to your Plant Administrator

as soon as possible, as they must be received by the Insurance Company not later than 18 months from the day you last worked.

Benefits reduce by 50% on the first day of the month coincident or next following attainment of age 65. Benefits cease on the first day of the month coincident or next following attainment of age 70 or prior retirement.

## **BENEFICIARY**

The Member's Loss of Life Benefit is payable to the beneficiary(ies) appointed under his/her Group Life Insurance Program. In the event there is no such appointment, the Loss of Life Benefit will be payable to the Estate of the Member. All other benefits are payable to the Member.

## **ACCIDENTAL DEATH AND DISMEMBERMENT**

### **Coverage**

Subject to the limitations shown: All accidents resulting in Death, Dismemberment, Loss of Speech, Loss of Hearing, Loss of Use of Limbs, or Paralysis are covered — anywhere in the world — anytime — 24 hours per day.

### **Amount of Insurance**

The amount of insurance (Principal Sum) with respect to each eligible person shall be an amount equal to coverage under the Atlantic Fisheries Benefit Trust #1 Group Life Insurance Program.

### **Schedule of Benefits**

If, within one year after the date of an accident, an Insured Person suffers a loss below, the Insurer will pay:

<b>For Loss of:</b>	<b>Percentage of Principal Sum</b>
Loss of Life.....	100%
Loss of Both hands, both feet or sight of both eyes.....	100%
Loss of one hand and one foot.....	100%
Loss of one hand and sight of one eye.....	100%
Loss of one foot and sight of one eye.....	100%
Loss of speech and hearing.....	100%
Loss of use of both hands or both feet.....	100%
Loss of use of one hand and one foot.....	100%
Quadriplegia (total paralysis of both upper and lower limbs).....	100%
Paraplegia (total paralysis of both lower limbs).....	100%
Hemiplegia (total paralysis of upper and lower limbs of one side of body).....	100%
Loss of one arm or one leg.....	75%
Loss of use of one arm or one leg.....	75%
Loss of one hand, one foot, or sight of one eye.....	67%
Loss of use of one hand or one foot.....	67%
Loss of speech, or hearing in both ears.....	50%
Loss of hearing in one ear.....	50%
Loss of thumb and index finger of one hand.....	33%

Only one benefit, the largest to which you are entitled, is payable for all losses resulting from any one accident.

### **Limitations**

No coverage will apply:

- a) While on active full-time service in the armed forces of any country;
- b) As the result of declared or undeclared war or act thereof;

- c) As the result of air travel, except as a passenger in any aircraft having a current and valid certificate of airworthiness;
- d) In the case of suicide or any attempt thereat while sane or self destruction or any attempt thereat while insane;
- e) As the result of flying in any aircraft owned, leased or operated by your employer.

If you become totally disabled, your Accidental Death and Dismemberment Insurance will be continued without payment of premiums as long as your Member Life Insurance premiums are waived and the Accidental Death and Dismemberment Policy is still in force.

### **CLAIMS PROCEDURE**

Written notice of claim must be given to THE CITADEL GENERAL ASSURANCE COMPANY, within 30 days after the occurrence of the accident or as soon thereafter as it is reasonably possible.

### **EXTENDED HEALTH CARE BENEFITS**

Provided that they are not eligible as employees, your dependents are eligible for this coverage the same as yourself. Dependents include your wife or husband and unmarried, unemployed children from birth to 21 years. Coverage will extend to unmarried children in full-time attendance at school until age 25, and to children who, through permanent disability, remain dependent.

#### **Provisions of Extended Health Care Benefits:**

This section provides payment for hospital and major medical expenses incurred by you and your eligible dependents, which are not paid under your Provincial Hospital or Medicare Program.

Only reasonable and customary charges are covered. This means charges for services of the level usually furnished for cases

of the nature and severity of the case being treated, and which are in accordance with representative fees and prices in the area.

### **Hospital Benefits:**

The plan will pay 100% of the following charges:

1. For expenses incurred in Canada, the plan will pay the difference between the cost of ward and semi-private hospital accommodation, as long as necessary.

Expenses also include reasonable and customary charges for the following items of expense incurred outside the patient's province of residence, if they are required for emergency treatment of an injury or disease which occurred while the person was travelling outside his province of residence and are prescribed by a physician, equal to the charge made in the area where the expense was incurred, less the amount payable by a government plan:

1. semi-private accommodation and auxiliary hospital services in a general hospital.
2. services of a physician.
3. economy air fare for the patient's return to his province of residence.

The maximum lifetime amount payable is \$500,000 for the member and each insured dependent.

### **ELIGIBLE EXPENSES – OUT-OF-PROVINCE REFERRAL (100%)**

Eligible expenses also mean reasonable and customary charges for the following items of expense incurred outside the patient's province of residence if they are not available in the patient's province of residence, are prescribed by a physician and are performed following written referral by the attending physician in the patient's province or residence:

1. public ward accommodation and auxiliary hospital serv-

ices in a general hospital limited to, after deducting the amount payable by a government plan, \$75 a day for 60 days in a calendar year.

2. services of a physician limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the patient's province of residence.

### **MAJOR MEDICAL EXPENSES (80% Benefit)**

1. Charges for rental (or, at the Insurer's option, purchase) of braces, crutches, wheel chair, hospital bed or similar equipment required for the therapeutic purposes as a result of bodily injury or disease.
2. Charges for prosthetic devices required as a result of bodily injury or disease.
3. Charges for professional ambulance service or other emergency transportation, to and from the nearest hospital equipped to provide the required treatment, and from one hospital to another. Emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
4. Charges for necessary dental treatment required as a result of an accidental injury by external means, to natural teeth, provided the accident occurred while insured under this coverage. Replacement of natural teeth. As determined by the Insurer, only such charges directly related to such an accidental injury are considered a covered medical expense. The dental work must be completed within 3 years of the accident to be covered medical expense.
5. Charges for orthopedic shoes and special foot appliances which have been specially designed and molded for the insured individual and are required to correct a diagnosed



physical impairment. Such charges are subject to a maximum benefit of \$150.00 for a shoe without a brace and \$200.00 for a shoe with a brace in any period of 12 consecutive months.

6. Charges for hearing aids, repairs to hearing aids, and batteries, subject to a maximum of \$500.00 during the 5 year period ending on the date an eligible expense is incurred. This limitation shall not apply in the event of an accidental injury to the ear.
7. Charges for oxygen and blood serum.
8. Charges for support hose when prescribed by the attending physician.
9. Charges for a transcutaneous nerve stimulating device.
10. Hostel — If you or one of your dependents, require treatment at a hospital located more than 100 kilometres from your home, and if such person or the attendant requires hostel accommodations during the period of treatment, the reasonable and customary per diem charge for such hostel accommodations will be considered an eligible expense.

If the patient is over the age of 18 years, the hostel charge for the attendant will only be considered if the attendant was medically required.

The maximum per day is \$25.00.

11. Charges for drugs, medicines, serums and vaccines prescribed by a physician, surgeon or dentist legally licensed to practice, but excluding charges for the administration of serums, vaccines and injectible drugs.
12. Charges for a convalescent care facility. Charges for convalescent care service and supplies shall be subject to a maximum benefit of \$20.00 per day for not more than 120 days of confinement for each period of disability. Confinement must be for the continued care of the same condition for which the insured was hospitalized and must begin prior

to the insured's 65th. birthday.

13. **Charges for the services of a licensed speech therapist, and clinical psychologist**, up to a maximum benefit of \$250.00 in excess of the provincial plan, per specialty for any calendar year for each individual.
14. Charges for the services of a licenced chiropractor, naturopath, osteopath, chiropodist, podiatrist or Christian Science Practitioner listed in the Christian Science Journal, subject to a maximum benefit per specialty of \$250.00 per calendar year for each individual. Included in this benefit is the expense of one x-ray per calendar year for each of a chiropractor, osteopath and podiatrist.
15. Services of a massage therapist, limited to 20 treatments per year.
16. Charges for the services of a physiotherapist, and an occupational therapist when not covered by a provincial government plan.
17. (a) Charges for the services of a Registered Nurse (R.N.) provided such nurse is not ordinarily a resident in the employee's home and is not a relative of the employee or the employee's spouse, up to a maximum benefit of \$25,000.00 during a calendar year;
- (b) Charges for the services of a Registered Nursing Assistant (R.N.A.), provided such assistant is not ordinarily a resident in the employee's home. If convalescent care is required, up to a maximum benefit of \$10.00 per day for not more than 120 days per disability.

### **Vision Care (100%)**

- i) lenses and frames for eye glasses, contact lenses and repairs to them, subject to a maximum benefit of \$75.00 per person in any period of **24** consecutive months;

- ii) eye examinations when not covered by any provincial government plan, limited to one such examination in any **24** consecutive months, or one such examination in any **12** consecutive months if the insured individual is under **21** years of age;
- iii) eye glasses and contact lenses certified by an ophthalmologist as necessary due to a surgical procedure of the treatment of keratoconus, limited to **\$200** in any period of **24** consecutive months.

The above limitations shall not apply in the event of accidental injury to an eye.

#### **Waiver of Premium**

The Insurer will waive the “Health” insurance premiums for each employee who is receiving Weekly Disability Income benefits under this policy, Unemployment Insurance Disability Income, or Workers’ Compensation. Premiums will be waived beginning with the premium for the policy month immediately following the first full policy month for which benefits become payable, and continuing for each full policy month for which benefits become payable, up to a maximum period of **12** consecutive months. After this **12** month period, Premiums will continue to be waived for employees who have applied and been approved for waiver of the Group Life premiums.

#### **EXCLUSION — EXTENDED HEALTH CARE BENEFITS**

The aforementioned coverages do not include coverage for:

1. Intentionally self-inflicted injuries while sane;
2. Cosmetic surgery;
3. An examination by or the services of a physician or a **sur-**geon if required solely for the use of a third party, or;
4. Pregnancy existing at the time when you or your dependent become eligible for insurance under this plan.

## **CLAIMS PROCEDURE**

Complete a “Claim Authorization” form and attach it to the invoice(s). There should be a completed “Claim Authorization” form for each member of the family for whom expenses are being claimed.

Have the claim verified by the Plant Administrator at your place of **work**. Send the claim to the Plant Administrator, Johnson Insurance Limited.

## **NOTICE OF CLAIM**

To be eligible for payment, claims must be received by the Plan Administration not later than 12 months from the date the expenses were incurred.

## **TERMINATION OF INSURANCE**

Termination of employment, retirement, attainment of age 70, or non-payment of premium, automatically terminates all benefits on the date the event occurs.

## SCHEDULE "F"

January 5, 1991

Mr. Richard Cashin  
President  
Fishermen Food and Allied  
**Workers Union**  
P. O. Box 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

### **Re: Application of Article 20:02**

Under the current Collective Agreement in order for Reporting Pay to be applicable all crewmembers must be present and ready to sail. In the application of this Article during the term of the Collective Agreement should the Company's action preclude all crewmembers reporting at the scheduled sailing time, crewmembers who have reported and who are required to wait for the arrival of other members of the crew will be paid Reporting Pay calculated relative to the scheduled sailing time for which they have reported.

The purpose of this letter is to ensure that crewmembers who have followed instructions and reported for a scheduled sailing are not unnecessarily inconvenienced because other members of the crew have been given differing instructions resulting in their not reporting, or not having had the opportunity to report, for the scheduled sailing as those crewmembers who were inconvenienced.

Yours very truly,



William E. Wells  
Executive Vice-president  
Human Resources Management

January 5, 1991

Mr. Richard Cashin  
President  
Fishermen Food and Allied  
Workers Union  
P. O. Box 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

**Re: Diversion of Burin-Based and Harbour Breton Trawlers**

Dear Mr. Cashin:

Crewmembers on trawlers whose home port is either Marystown or Fortune, when the trawler is diverted to either Harbour Breton, Gaultois, or Ramea for discharge will, subject to weather conditions, matters of safety and availability of shore personnel, be put ashore at the best convenient port on the Burin Peninsula, at which time their turnaround period will commence. The trawler will be sailed to the port of discharge by shore personnel and returned to a Burin Peninsula port for the next scheduled sailing.

Crewmembers on trawlers whose home port is Harbour Breton, when their trawler is diverted to the ports of Grand Bank and Fortune will, subject to weather conditions, matters of safety and availability of shore personnel, be put ashore at Harbour Breton at which time their turnaround period will commence. The trawler will be sailed to the port of discharge by shore personnel and returned to Harbour Breton for the next scheduled sailing.

Yours very truly,



William E. Wells  
Executive Vice-president  
Human Resources Management

January 5, 1991

Mr. Richard Cashin  
President  
Fishermen Food and Allied  
Workers Union  
P. O. Box 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

This letter is to confirm that Fishery Products International will continue its policy with respect to Marine Emergency Duties (M.E.D.) training for trawler personnel employed by the Company. Training will continue to be conducted primarily during refit periods, annual dockings, and other down-time periods.

Yours very truly,



William E. Wells  
Executive Vice-president  
Human Resources Management

January 5, 1991

**Mr. Richard Cashin**

President

Fishermen Food and Allied  
Workers Union

P. O. Box 10, Station "C"

St. John's, Newfoundland

A1C 5H5

Dear Mr. Cashin:

This is to confirm that the Company will, during the term of the Collective Agreement effective the 1st. day of November, 1990, supply, at no cost to the crew, the following safety-related items: hard hats; immersion suits; and work vests or the cost equivalent of work vests. The current policy with respect to the replacement of hard hats will continue.

Yours very truly,



William E. Wells

Executive Vice-president

Human Resources Management



January 5, 1991

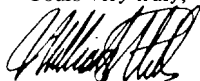
Mr. Richard Cashin  
President  
Fishermen Food and Allied  
Workers Union  
P. O. **Box** 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

Concurrent with the signing of the new Collective Agreement dated the 1st. day of November, 1990 this is to confirm the understanding and agreement of the parties to the Collective Agreement with respect to the following:

1. The trawler Zogi's home port will continue to be Catalina. While the majority of the original crewmembers are from Trepassey, the crewmembers will have forty-eight (**48**) hours in the port of Trepassey on turnaround. If a crewmember transfers to another trawler in the Catalina fleet he will lose that right to the turnaround time at Trepassey. When less than a majority of the original crew on the Zogi are from Trepassey the turnaround time will be forty-eight (**48**) hours on docking at its home port of Catalina.
2. This letter is to confirm that in the port of Ramea the Company will provide stockroom and laundry services to crewmembers.
3. The Company will issue identification cards for all crewmembers classified as trawlermen.

Yours very truly,



William E. Wells  
Executive Vice-president  
Human Resources Management

January 5, 1991

Mr. Richard Cashin  
President  
Fishermen Food and Allied  
Workers Union  
P. O. Box 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

**Re: Deductions from Gross Weight on Fish Weighing and Receipts, Schedule C 5(d).**

This letter is to confirm the intention of the parties following discussions, with respect to deductions from the gross weight of fish landed, as specified in Schedule "C" 5(d) of the Collective Agreement.

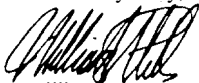
The Company will make every reasonable effort to ensure that crewmembers receive the appropriate rate for processable fish. Where fish is found to be unsuitable for processing under 5(d), the cause for which might be attributable to actions taken by other than crewmembers, the matter will be considered on a priority basis between the Company and Union representatives. The specific responsibilities on the Company side will be handled by the Production Manager or his designate.

Within a twenty-four (24) hour period it will be the obligation and responsibility of the representatives of both the Company and the Union to determine the probable cause of the reason for the deductions at the stated percentage. For this purpose they may use the Hold Reports, the report of the Quality Assurance Inspector who checked the fish on the arrival at the dock, and the relationship between the deductions on that particular landing relative to deductions for other vessels fishing the same species at that time in the same area. Should the cause for the

deduction, or part of the deduction, not be attributable to the crew, the Company will pay the crew for the amount of fish that had initially been deducted from the gross weight.

If no agreement can be reached within a twenty-four (24) hour period the matter will be referred directly to arbitration. It **will** be the subject of the next arbitration between the parties as soon as an arbitrator is available, taking preference over all other grievances except cases of discharge.

Yours very truly,

A handwritten signature in black ink, appearing to read "William E. Wells". The signature is stylized and cursive.

William E. Wells

Executive Vice-president  
Human Resources Management

January 5, 1991

Mr. Richard **Cashin**  
President  
Fishermen Food and Allied  
Workers Union  
P.O. **Box 10**, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

In response to the representations of the Union with respect to security of crewmembers' personal fishing gear, stowed between trips on board Company vessels, the Company will undertake a special program to protect the personal property of crewmembers.

The program will be put in place in early 1991 and the Union will be kept advised of developments through an ongoing consultative process. The Company will be seeking the support and assistance of the Union in the implementation of such a program to ensure that mutual objectives are met.

The status of this project shall be the subject of a formal review as an Agenda Item for the second meeting of the Corporate Labour Management Committee in 1991.

Yours very truly,



William-E. Wells  
Executive Vice-president  
Human Resources Management

January 5, 1991

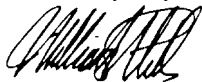
Mr. Richard Cashin  
President  
Fishermen Food and Allied  
Workers Union  
P.O. Box 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

This letter is to confirm that the Company **will** conduct a general lifestyle and health study for trawlermen.

The project will be conducted under the direction of the Corporate Marine Occupational Health and Safety Committee. In order to ensure that the study is conducted in a cost-effective manner, the Company will contribute a maximum of Five Thousand Dollars (\$5,000.00) toward the cost of the project.

**Yours** very truly,



**William E. Wells**  
Executive Vice-president  
Human Resources Management

January 5, 1991

Mr. Richard Cashin  
President  
Fishermen Food and Allied  
Workers Union  
P.O. Box 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

**Re: Sampling Procedures — Schedule "C"**

To ensure uniformity and consistency in sampling procedures from port to port the Company will co-operate with the Union in establishing a program to review the sampling procedures at each port, as was done at the port of Catalina. It is intended to ensure the introduction of the best possible procedure and compliance with same at each of the other trawler landing ports. Where it **is** thought to be desirable or essential the assistance of third parties such as statisticians will be obtained.

Review of the port procedures and completion of the program is to be completed prior to the end of March 1991.

Yours very truly,



William E. Wells  
Executive Vice-president  
Human Resources Management

January 5, 1991

Mr. Richard Cashin  
President  
Fishermen Food and Allied  
Workers Union  
P.O. Box 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

**Re: Experimental Fishing**

Where it has been agreed in advance that a particular trip will be designated "experimental fishing", the trip will be settled in accordance with the Collective Agreement. In no case will the fish settlement be less than the average per day for the remainder of the fleet on the same fishing plan as would have applied to the vessel in question were it not on experimental fishing.

Yours very truly,



William E. Wells  
Executive Vice-president  
Human Resources Management

Mr. Richard Cashin  
President

January 5, 1991

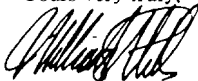
**Fishermen Food and Allied**  
Workers Union  
P.O. Box 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

In conjunction with the renewal of the Collective Agreement effective November 1st., 1990 the Company is committed to the completion of the following items as noted related to ARTICLE 31 - WORKING CONDITIONS of the said Collective Agreement.

1. The Company will install heaters on the processing decks of the following vessels: Atlantic Claire, Atlantic Dorothy, Atlantic Elizabeth, Atlantic Lindsay, Atlantic Olga, Zebulon, Zermatt, Zinder, Zory, Grand Prince, Grand Count, Grand Knight, Grand Baron, Arlene E. Mellon, Atlantic Marie and Zula.
2. The Company will conclude as quickly as possible the installation of high pressure washdown pumps on the processing decks of the following vessels which remain to be done: Atlantic Beatrice, Atlantic Carol, Atlantic Claire, Atlantic Dorothy, Atlantic Lindsay, Atlantic Elizabeth, Atlantic Margaret, Atlantic Marie, Atlantic Norma, Atlantic Olga, Atlantic Peggy, Atlantic Ruth-Ann and the Zandam.
3. The Company confirms on the conclusion of the Collective Agreement that a washer and dryer will be installed on board the trawler Penny Hope.

Yours very truly,



William E. Wells  
Executive Vice-president  
Human Resources Management



January 5, 1991

Mr. Richard Cashin  
President  
Fishermen Food and Allied  
Workers Union  
P.O. Box 10, Station "C"  
St. John's, Newfoundland  
A1C 5H5

Dear Mr. Cashin:

Concurrent with the renewal of the Collective Agreement dated November 1st., 1990 this letter is to confirm the understanding and agreement of the parties to the Collective Agreement with respect to the following matters:

**1. Advanced First Aid Training:**

The parties are agreed to work through the Corporate Occupational Health and Safety Committee to establish a selection criteria and program to determine potential candidates and provide for advanced first aider training. This will be done in conjunction with the appropriate external parties which may be required to assist in the training and in determining the course content.

**2. Tackle and Lifting Gear Inspection and Maintenance:**

The Company commits to the following items:

- a) To continue to prepare an update on all rigging drawings. This will be completed by March 31st, 1991 and the relevant drawings placed on board each trawler and provided to both the appropriate trawler port and Burin Refit.
- b) The appropriate "tackle book" will be placed on board each trawler by March 31st., 1991.

- c) Overhead load testing will continue in accordance with the standards where it can be done.
- d) **In other cases testing will be done with the main winch** using a dynameter. This process will be done during refit and will commence this fall with the Zamora currently on refit.
- e) Ultrasound testing will continue for A-frames and block attachments.
- f) An appropriate procedure to achieve the above to be worked out within the Corporate Occupational Health and Safety Committees.
- g) During initial testing and the quadrennial inspection an inspector from CSI will be in attendance.

### 3. **Crew Transportation:**

The Company will implement appropriate standards for vehicles transporting crews to and from their home port. The Company will make its best efforts to ensure the vehicles used shall be required to meet the following minimum standards which will have to be maintained by the operator during the currency of the contract for the transportation of trawler crewmembers. Standards will include:

1. The provision of an eighteen (18) passenger bus;
2. Emergency first aid kit and fire extinguisher;
3. Individual back reclining seats;
4. Standard safety equipment;
5. Minimum of 80 cubic feet waterproof storage capacity;
6. Appropriate heating/ventilation or air conditioning;
7. To be maintained and operated at all times in a road-worthy condition.

Any complaint or issue related to vehicles used in the trans-

portation of crews may be dealt with through the Corporate Occupational Health and Safety Committee.

4. **Cheque Stubs:**

The Company has agreed to the Union request that cheque stubs reflect the source of income and deductions related to crewmembers' compensation for a trip. The Company is in the process of changing its payroll system and is committed to introducing the new system on trawlermen's payroll to accommodate the request by the end of the first quarter of 1991.

5. **Definition of "Released":**

The use of the term "released" in Article 20 of the Collective Agreement and elsewhere is intended to mean that the Company no longer requires the services of the crew or crewmembers that are released. It would mean that an intended trip has been cancelled or a trip that has commenced has been abandoned for whatever reason. The Company also confirms that where crewmembers are "released" outside their home port it is the Company's responsibility to provide return transportation to the home port.

6. **Engineers working during refit — Clause 22:06:**

The Company is not in a position to guarantee engineers that they have a first option of working on their own engines during refit. As a matter of Company policy and practice where appropriate engineers will be offered that opportunity in accordance with Article 22:06.

Yours very truly,



William-E. Wells

Executive Vice-president  
Human Resources Management

**FFAW**  **CAW**

**FISHERMEN, FOOD AND  
ALLIED WORKERS**

**COLLECTIVE AGREEMENT**

**Between**

**FISHERMEN FOOD AND  
ALLIED WORKERS  
(Chartered by - Canadian Auto Workers)**

**And**

**FISHERY PRODUCTS  
INTERNATIONAL LIMITED  
(Newfoundland Otter)**

**January 9, 1991**

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## ARTICLE 1 — Recognition

1:01 — The **Company** recognizes the Fishermen Food and Allied Workers — (Chartered by — Canadian Auto Workers — CAW), as the collective bargaining agent for all crew-members, excluding Captains, on Trawlers owned and/or bare boat chartered by the Company operating out of Newfoundland Ports. The Company shall not make any individual agreements with the crew directly or indirectly in conflict with the provisions of this Agreement.

1:02 — Where any fisheries, other than shrimp are entered into, involving new species, methods of catching or, requiring a differing method of settlement, either party on notice to the other may request appropriate amendments or additions to the contract. Failing settlement, matters in dispute shall be referred to arbitration upon fifteen (15) days' notice by either party.

1:03 —

:01- It is recognized by the Union and its members that mates, chief engineer and factory chief, while members of the bargaining unit, are in fact ship's officers and responsible for the exercise of certain management functions, which functions do not include the final authority to hire, fire, suspend, promote or demote. They will exercise these duties and responsibilities as established by the Company and maintain discipline and efficiency. Membership in the bargaining unit is not to restrict mates and chiefs in the proper performance of their duties.

:02- Without limiting the generality of 1:03:01 it is agreed that the prime responsibilities of the mates are:

1. Pilotage, safety, navigation and quality.
2. Supervision, as required, of the crew.
3. Responsible to the captain for the overall cost efficient operation of the trawler.
4. Direction of the crew in handling raw material and

finished product at sea to ensure the highest standards of quality.

5. Direction of and responsibility for the bosun who shall report to the mate in the carrying out of his duties respecting quality of raw material and the efficient maintenance of gear on board the trawlers.
6. Direction and responsibility for the factory chief who shall report to the Mate in the carrying out of his duties respecting quality of raw material and finished product on board the trawler.

1:03- Without limiting the generality 1:03:01 the prime responsibility of an engineer is to efficiently operate and maintain the engine room and engine room equipment, to maintain other mechanical and electrical equipment on board the trawlers, and to promote the highest level of maintenance and safety. Engineers shall be directly responsible to the captain, while at sea, for the efficient operation and maintenance of those areas of the trawler which are the responsibility of the Engineers.

1:04 — Throughout this Agreement, the masculine shall include the feminine and singular shall include the plural as the context may require.

#### **ARTICLE 4 — Safety**

4:01 — The Company and the Union recognize the importance of ensuring the health and safety of crewmembers while at sea. It is the intention of both parties to achieve and maintain, through mutual co-operation, the highest standards in all areas affecting the health and safety of crewmembers.

4:02 — Legislation — The parties recognize all provisions in existing legislation having jurisdiction over matters related to the operation of trawlers and related to occupational health and safety. The parties accept the principle embodied in Sections 43 to 46 inclusive of the Occupational Health and Safety Act Stats.

Nfld. C.23, 1978 in relation to the activity of fishing. Related issues will be dealt with through the Occupational Health and Safety Committee.

4:03 — Committees — The parties are agreed to the continuance and establishment of the following Committees which will provide an overall framework to deal with all issues related to occupational health and safety, accident prevention and loss control:

- :01- The Newfoundland and Labrador Large Fishing Vessel Safety Committee which will establish safety standards for trawlers in the fleet and assist in the establishment and implementation of an overall safety program will be continued.
- :02- There shall be, in each Port, a Health and Safety Committee comprised of the Boat Delegates representing the Union and a Safety Officer representing the Company. The Health and Safety Committees shall make a quarterly inspection of the trawler and shall file a written report with the Company and the Union following that inspection. The Union Delegate will receive his daily rate outlined in clause 20:04 pro-rated to the actual hours spent on the inspection to a minimum of four (4) hours.
- :03- The parties agree to the establishment of a corporate Health and Safety Committee comprised of three (3) members from management and three (3) members selected by the Union. This Committee will assess, review, and advise on all matters related to Health and Safety involving the operation of the trawlers within the fleet.

The Health and Safety Committee shall meet quarterly to:

- :01- Review and analyze health and safety data for all trawlers in the fleet;
- :02- Review all matters referred to it by the Health and Safety Committees;
- :03- Review and analyze standards and regulations affect-



ing Health and Safety Programs within the Company;

:04- Review and recommend guidelines for crew training and education;

:05- Make recommendations to achieve the highest standards and best possible results in safety, health, accident prevention, and loss control.

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

4:04 — Any work necessary for the safety of the trawler, crew, cargo or tow, for the saving of other ships, lives or cargo shall be performed at any time on immediate call by all crewmembers notwithstanding any other provisions of this Agreement which might be construed to be contrary. The Captain shall be the sole judge. No crewmember shall be required to endanger his personal safety in order to save equipment, gear, cargo, hull and machinery.

4:05 — Any safety regulations which the Company may now have in force for the safety of the trawlers or crewmembers and any further regulations or amendments to existing regulations, which the Company may put into effect following discussion with Union representatives, during the term of this Agreement, and which are brought to the attention of crewmembers, shall be strictly adhered to by all crewmembers.

4:06 — It is agreed that tackle regulations will conform with Canadian Coast Guard Standards for fishing vessels and apply to the trawlers coming within the scope of this Agreement. The Company will provide rigging drawings of its trawlers. Inspection of tackle will be conducted by CSI.

4:07 —

:01- A medicine chest and first aid kit, as defined by the Large Fishing Vessel Safety Committee, shall be maintained on each trawler. The medicine chest shall be kept in the Captain's cabin and the first aid kit shall be kept in a readily

accessible location.

- :02- The boat delegate shall be allowed to check the medicine chest and prior to docking at the end of each trip shall report any shortages. In the event of shortages, the trawler will not sail on the next scheduled sailing without a medicine chest and first aid kit stocked in accordance with the specifications.

4:08 —

- :01- It shall be a requirement that two (2) qualified first aiders having advanced training, where possible, will be on each trawler.
- :02- The Company will ensure, on a continuous basis, that there are sufficient personnel trained to meet the requirements of clause 4:08:01. The crewmembers selected through joint consultation between the Company and the Union will suffer no loss in benefits and will be selected initially from ships' officers: the Captain, Mates, and the Chief Engineer. In the event that an individual in these classifications is not inclined to take such training, the parties shall choose another crewmember.
- :03- Company seniority lists when posted shall indicate which crewmembers have completed first aid training.

4:09 —

- :01- A major safety drill will be carried out at the time of the annual inspection of each trawler. Each crewmember, as a condition of employment, shall be required to participate.
- :02- Drills recommended by the Large Fishing Vessel Safety Committee will be carried out in accordance with the recommendations.

4:10 — The Company shall designate an individual as the Safety Officer for the trawler.

4:11 — It shall be a condition of employment for all new crew-

members sailing on trawlers within the fleet that they shall have first completed a medical satisfactory to the Company. This medical examination is as prescribed and agreed to by the Company and the Union under the Large Fishing Vessel Safety Committee. Crewmembers will be required to have a medical every two (2) years.

4:12 — In the event of the development of a chronic condition such as repetitive illness or disability, the Company reserves the right to have a crewmember have a medical examination. The medical report shall be reviewed by the Company and the Union to assess the capability of the crewmember to continue employment on trawlers at sea. The medical report will be directed only to the issue of fitness to go to sea in a working capacity.

### **ARTICLE 10 — Union Representative**

10:01 — A Union staff member, or other official representative employed full time or part time by the Union, will be allowed access to the wharves, offices, and trawlers of the Company for the transaction of Union business. The Union representative shall firstly notify management of his presence and indicate the nature of his business and he shall not disrupt normal Company operations.

10:02 — One member of each crew shall act as Union Delegate representing the crewmembers of his trawler in dealing with matters concerning the administration of this Agreement.

10:03 — Mail may be forwarded to Union Officers in care of a specific plant address for pick-up.

### **ARTICLE 11 — Information Exchange**

11:01 — The Union shall supply the Company in writing with the names, addresses, and positions of all Union officials responsible for the administration of this Agreement. The Union will notify the Company of any changes. Only those persons designated by the Union as officials shall be recognized by the Company as acting officially on behalf of the Union.

11:02 — The Company will submit to the Union, in addition to the name of the crewmember, the address, phone number, and social insurance number. Such information will be updated each month. The Company further agrees to notify the Port Delegate and the designated Union Representative of all job postings, transfers, retirements, resignations, and deaths. Copies of answers to grievances and any written discipline including dismissals will be forwarded to the designated Union representative.

11:03 — The T-4 slips issued to the crewmembers at the end of the year will contain a statement of the amount of Union dues deducted during the year.

11:04 — The Company will issue and maintain service records in the form of service record books to all crewmembers who have not previously been issued with same upon their joining a trawler in the fleet. Such service record shall contain length of service to date, classification, rank, or job performed, with dates of promotion and record of conduct. These books will be made available for inspection at the request of a crewmember during office hours.

## **ARTICLE 12 - Seniority**

12:01 — No crewmember shall attain seniority with the Company without having first completed a probationary period, involving the greater of 40 sea days or one trip, as a probationary crewmember on the Company trawler. Upon the successful completion of the probationary period, a crewmember's seniority shall be dated as of his initial date of hire within the three month period of becoming a probationary crewmember in that port. At any time during the probationary period, a Captain shall have the right to discharge a crewmember who, in the Captain's judgment, is unsatisfactory. The probationary period will end twenty-four (24) hours after docking on the trip in which the probationary crewmember has completed the greater of forty (40) sea days or one trip.

- :01- The Company shall recognize, for crewmembers serving on Company trawlers, three types of seniority which shall be defined as follows:

**Boat Seniority** — Shall mean the length of continuous service as a seniority crewmember on a particular trawler and, any seniority previously accumulated on other Company trawlers to which a crewmember is entitled and brings with him to the trawler to which he is currently assigned;

**Port Seniority** — Length of continuous service as a seniority crewmember in a specific port plus any seniority previously accumulated in another port to which he is entitled. Crewmembers shall maintain and continue to accrue port seniority in the home port which they had prior to joining the shrimp trawler.

**Fleet Seniority** — Length of continuous service as a seniority employee on Company trawlers within the fleet. Crewmembers having a minimum of five (5) years of Fleet seniority may exercise that seniority as a preferential right against port seniority in another port but shall not exercise Fleet seniority against Boat seniority.

For the purposes of this Agreement, the fleet shall be defined as all Company trawlers operated by the Company out of ports in Newfoundland and covered by the terms and conditions of this Collective Agreement.

- :02 A Boat seniority list, and a Fleet seniority list showing the length of service for all crewmembers with the Company, will be posted on the trawler. The list shall be updated at six (6) month intervals.

12:03 — When a permanent vacancy occurs on a trawler which is not filled as a result of a promotion from the crew of that trawler, the Company shall post the vacancy in the watchhouse in each trawler port with copies posted in the galley of all trawl-

ers so that members of the fleet may apply in writing and within the posting period for the position. The posting period shall run for thirty (30) days from the date of posting in the watchhouse at each trawler port and on the shrimp trawler.

12:04 — Any promotion or permanent vacancy within the bargaining unit shall be filled on the basis of seniority and ability; and where ability is sufficient to perform the required duties, seniority shall govern. Promotions and permanent vacancies shall be filled first on a boat basis and then on a fleet basis. To avoid disruption in sailing schedules, temporary replacements may be used.

12:05 — Whenever the Company finds it necessary to make a selection for any of the above matters on any basis other than seniority, the Company agrees to review, when the selection is made, with the proper Union officials or representatives, its reasons therefore.

12:06 —

- :01- The Company will post throughout the Fleet to have all crewmembers express their interest in filling temporary vacancies on the shrimp trawler, resulting from the absence of crewmembers who have Boat seniority on the shrimp trawler, due to scheduled trips off or other authorized leaves of absence.
- :02- Crewmembers will be called, in order of Fleet seniority, to fill temporary vacancies on the shrimp trawler on the principle that the most senior crewmember available who has the ability will be assigned to the trip.
- :03- When a relieving crewmember with Port seniority acquires a permanent position on a trawler, his Boat seniority and Fleet seniority will be recognized as being equivalent to his Port seniority.
- :04- Where a crewmember having Boat seniority is ashore, as a result of illness or injury, beyond two (2) trips, the temporary vacancy shall be filled by the most senior relieving

crewmember who has the ability until the permanent crewmember returns.

:05- Where a regular crewmember is unavailable, having been notified when to report, the first available replacement will be assigned in order to avoid sailing disruptions.

12:07 — When the shrimp trawler is out-of-service as a result of mechanical breakdown or refit, for periods known to be in excess of twenty (20) days, crewmembers who have attained Boat seniority and who are scheduled to sail on the next trip of the shrimp trawler, and who wish to fill temporary vacancies on other trawlers in their home port, shall advise the Company in writing. Such crewmembers shall fill temporary vacancies to which they are entitled, by reason of their Port seniority, until the out-of-service trawler is assigned a sailing date. Crewmembers are expected to be available for the next scheduled sailing of the shrimp trawler. Crewmembers who are on their scheduled trip off when the trawler is out of service are not eligible to fill temporary vacancies in their home port on the basis of Port fleet seniority unless the shrimp trawler remaining out of service delays their normal sailing rotation by twenty (20) days.

12:08 — Crewmembers shall retain and accrue seniority while:

- (a) on leave of absence authorized by the Company including leave of absence for Union business;
- (b) on normal tie-up;
- (c) on sick leave or Workers' Compensation for a period of up to twenty-four (24) months;
- (d) promoted outside the bargaining unit for a period of up to one year;
- (e) awaiting transfer to another trawler in the fleet;
- (f) on lay-off up to twenty-four (24) months;

12:09 — Crewmembers shall lose seniority when:

- (a) discharged for just cause;

- (b) quit;
- (c) on sick leave or Workers' Compensation in excess of twenty-four (24) months (subject to 12:10);
- (d) having failed to return to work without just cause following a leave of absence;
- (e) having failed to return to work following recall from lay-off;
- (f) on lay-off in excess of twenty-four (24) months;
- (g) promoted outside the bargaining unit for a period in excess of twelve (12) months;

12:10 — The status of a crewmember on sick leave or Workers' Compensation will be reviewed at the end of one (1) year and at the end of twenty-three (23) months. Where the parties mutually agree, a crewmember may retain seniority for a defined period beyond twenty-four (24) months.

12:11 — The Company will notify crewmembers of recall from lay-off by contacting the last address given. Crewmembers will advise the Company immediately if they accept the recall and will return to work within a reasonable time, except when just cause exists. Crewmembers who have just cause preventing their return to work may be temporarily replaced.

12:12 — In all matters concerning lay-off and recall of crewmembers, the Company shall select individuals on the basis of seniority and ability. Ability shall be defined as the crewmembers' capability of performing the work at hand.

12:13 — When a crewmember is promoted to another position, he shall have the right to return to his former position prior to the commencement of the second trip. Any other crewmembers affected shall be returned to his/their former position(s) without loss of seniority.

12:14 — The selection of crewmembers for replacement and new trawlers shall be on the basis of seniority and ability; and



where ability is sufficient to perform the required duties, seniority shall govern. However, in selecting mates, engineers, and factory chiefs, selection shall be on the basis of seniority and ability. Seniority shall apply only when two or more candidates are relatively equal to each other in terms of ability.

12:15 —

- :01- Where the number of trawlers has been reduced and layoffs/terminations occur, the Company agrees to rank crewmembers on the basis of their Port seniority and lay-off the equivalent number of the most junior crewmembers within each classification or lower classification, to ensure the placement of the crewmembers of the displaced trawler who have sufficient seniority. Crewmembers laid-off will be placed in a position on the Port Seniority List to which their seniority entitles them. In the application of this clause icers, trawlermen and deckhands will be considered as one (1) classification.
- :02- Any crewmember having more than five (5) years seniority not placed in his home port as a result of the permanent demobilization of his trawler, in accordance with the provisions in (:01) above, shall be ranked on the Port Fleet Seniority lists in two (2) specific ports, provided the crewmember gives notice in writing within thirty (30) days to the appropriate Trawler Manager at those specific ports, of his desire to sail from those ports. Such a crewmember may not exercise his Port Fleet Seniority against crewmembers that have had Boat Seniority in the port from which he chooses to sail. The crewmember, to which this clause applies, shall choose and pay his own transportation costs. Trawlers' sailings will not be delayed if the transportation time will not allow the crewmember to meet the scheduled sailing time. Crewmembers with less than five (5) years Fleet Seniority may apply in two (2) other ports as provided for in this clause but are to be considered to be at the bottom of the Port Fleet Seniority List in the port from which they sail.

## ARTICLE 13 — Leave of Absence

13:01 — Crewmembers will be granted leave on compassionate grounds when notice is received. Leave of absence, without pay, for personal reasons will be considered on an individual basis and will not be arbitrarily denied.

13:02 — A crewmember desiring a trip off shall make a request as early as is possible but in no event less than two (2) weeks prior to scheduled sailing time. The Company will grant such requests in the order received provided that it shall not be required to grant time off to more than five (5) crewmembers at any one time and provided that one of the five (5) is an engineer. Such leaves will be restricted to not more than one (1) deck officer, one (1) engineer, one (1) factory officer, and one (1) factory worker, and one (1) deck worker, in the regular crew at any one time.

13:03 — The Company agrees to grant leave of absence without pay to any crewmember for the purpose of attending a recognized Institution in order to improve his skills as a crewmember, provided that the Company shall not be bound to grant such leave to more than (2) crewmembers per trawler at any one time.

13:04 — The Company will grant, upon receipt of reasonable notice, leave of absence without pay for the purpose of attending to Union business. Such leaves will not involve any interruption of sailing schedules due to the numbers of classifications involved.

13:05 — Crewmembers on short term leave of absence approved by the Company will have insurance coverage maintained for not less than ninety (90) days; premiums to be paid as required by the crewmember. Where a crewmember is on an approved leave of absence for training under 13:03, the Company will continue to pay its portion of insurance premiums during the period of training.

When a crewmember is on short term lay-off lasting up to ninety (90) days, the Company shall continue to maintain his insurance premiums, the cost of which will be repaid by the crewmember on his return to work.

#### **ARTICLE 14 — Standard Crew**

14:01 — Standard crew with respect to existing trawlers, including Captain, shall be as follows:

##### **Newfoundland Otter — 26**

14:02 — This Agreement permits the sailing of vessels with less than the standard number in the crew where a majority of the crewmembers agree.

14:03 — The Company agrees that in the event that it charts out its trawlers, to the Department of Fisheries and Oceans or engages in fishing experiments in conjunction with the said Department, it will maintain the standard crew for that particular class of trawler or whatever number of crewmembers are required to operate the trawler while on charter.

#### **ARTICLE 15 — Sailing Schedules**

15:01 —

- :01- Crewmembers will operate on a trip-on/trip-off basis. Two (2) full crews will operate on this schedule.
- :02- The crews scheduled to sail will join the vessel within 24 hours of the vessel landing for discharge or as required by the Company. The trawlers shall sail when deemed ready by the Company.
- :03- The Company will advise crewmembers ashore in the week previous to the scheduled landing of the estimated time of arrival of the shrimp trawler. The Company will contact crewmembers between 8:00 a.m. and 8:00 p.m. advising them when to report to the vessel or staging area, providing not less than twelve (12) hours' notice.

:04- Each crewmember will provide a point of contact where the crewmember can be reached directly by phone, if possible, so that any notification in sailing schedules can be communicated. The Company shall have fulfilled its obligation with regard to notifying crewmembers by leaving a message at the point of contact for each individual crewmember. The Company shall have no responsibility to a crewmember who does not advise of any change in his point of contact.

15:02 — The sailing time for the trawler landing after a trip has commenced (a) coming out of bad weather, (b) landing a crewmember, or (c) delays arising after landing, shall be the earliest possible hour after landing regardless of the day or hour of the day.

#### **ARTICLE 16 — Christmas Sailings**

16:01 — The trawler will not be scheduled to sail on December 24th., 25th., 26th., or 31st.

#### **ARTICLE 17 — Watches**

17:01 — Watches shall be run on the basis of six (6) hours on and six (6) hours off. During periods of heavy fishing, watches may be run on an eight (8) hours on and four (4) hours off basis.

17:02 — Watches for the Captain and the Mate except where otherwise mutually agreed, and watches in the engine room, shall be on a six (6) hours on and six (6) hours off basis.

17:03 — Watches shall not be broken unless it is determined by the Captain to be an emergency.

17:04 — No crewmember shall be required to remain on deck for more than his watch, subject to Article 4:04 hereof.

17:05 — Not more than two (2) crewmembers, excluding the officer of the watch, shall be required in the pilot house while the trawler is steaming, laying or jogging.

## **ARTICLE 18 — Weighing and Grading**

18:01 — The crewmembers may appoint and pay tallymen to act on their behalf in checking, weighing and grading of shrimp landed and the disposal of shrimp graded as reject.

18:02 — The rules and procedures for weighing and grading fish are outlined in Schedule "C" attached to and forming part of this Agreement.

18:03 — Any irregularities or deviations from the rules and procedure shall be subject to grievance and arbitration procedure.

18:04 — The production manager or his designate shall be responsible for recorded weights and is the Company representative in the event of any question or dispute.

18:05 — Hails are intended to refer to the gross weight by pack estimated to be on board the vessel at a given time.

## **ARTICLE 19 — Trip Settlement & Advance**

19:01 — Crewmembers' classifications and method of compensation are set forth in Schedule "A" attached to and forming part of this Agreement.

19:02 — On discharge of the trawler at the completion of a trip the trip settlement will be paid to the crew and a copy of the Settlement Sheet will be forwarded by mail.

19:03 — The Company agrees to make deductions for income tax purposes and shall remit the same to proper authorities. The Company does not undertake to assure that the crewmembers pay the proper amount of income tax.

19:04 — The Company agrees to pay fifty percent (50%) of the premiums due under the Canada Pension Plan for all crewmembers.

19:05 — Where the use of new technology in fishing gear may result in a significant deviation from normal shrimp fishing, the

Company agrees to consult with the Union prior to the commencement of the trip and will, if necessary, negotiate a method of compensation.

## ARTICLE 20 — Reporting Pay

20:01 —

:01- Crewmembers who report for a scheduled sailing when required shall receive a minimum of a day's pay, as set out in 20:02, if the sailing is cancelled, through no fault of the crew, and the crew is released.

20:02 — Crewmembers who report for a scheduled sailing will work as required prior to the sailing, provided that no crewmembers shall be required to work more than twelve (12) hours in a twenty-four (24) hour period. The following daily rates shall apply:

<b>Classification</b>	<b>Effective Nov. 1/90 Rate</b>	<b>Effective Nov. 1/91 Rate</b>
First Mate	\$170	\$177
Chief Engineer	170	177
Second Mate	150	156
Second Engineer	150	156
Third Engineer	142	148
Bosun	142	148
Cook	142	148
Factory Chief	142	148
Fourth Engineer	130	135
Chargehand - Factory Deck	130	135
Deckhand	130	135
Steward	130	135
Factory Workers	130	135

Rates shall be pro-rated on the basis of twelve (12) hours for a day. Crewmembers will be given a three (3) hour break before being required to stand watch if they have worked beyond eight (8) hours with no break prior to the assignment.

20:03 — Provisions in this clause requiring crewmembers to be ready to sail shall be effective notwithstanding the fact that one or more crewmembers have not reported provided the Company was notified as per Article 13 and the Captain and the crew have agreed to sail shorthanded at the scheduled sailing time.

#### **ARTICLE 21 — Sailing other than Fishing Trips — Method of Compensation**

21:01 — For sailings other than fishing trips crewmembers shall receive the rates of pay specified in Article 20:02.

#### **ARTICLE 22 — Tow Job and Diversion Pay**

22:01 - When a trawler is required to:

1. make a tow of another vessel;
2. stand by another vessel;
3. assist in retrieving another vessel's gear; or
4. assist another vessel at the Company's direction;

the crewmembers shall be paid, in accordance with the following schedule, a daily rate, including Trip Incentive Pay and per diem, prorated to the nearest hour, for the time the trawler is diverted from fishing:

Classification	Effective	Effective
	Nov. 1/90	Nov. 1/91
	Rate per Day	
First Mates, Chief Engineer	\$250.00	\$260.00
Second Mate, Second Engineer	\$230.00	\$239.00
Third Engineer, Bosun, Cook, Factory Chief	\$210.00	\$218.00
Chargehand (Factory Deck), Fourth Engineer	\$200.00	\$208.00
Deckhands (Trawl Deck)	\$190.00	\$198.00
Factory Workers & Steward	\$180.00	\$187.00

22:02 — Where a tow is made, payment under this clause shall apply from the time a trawler stops fishing until it is in the same or equivalent position to resume fishing during that trip or the trip is terminated and the crewmembers released. Refueling of the shrimp trawler at sea is not considered to be a diversion from fishing at sea under this clause.

22:03 — When a trawler loses its fishing gear and attempts to retrieve it, crewmembers will be compensated at the rates outlined in clause 22:01 prorated to the nearest hour for the time spent searching less four (4) hours. Should a trawler recover its own gear any time after abandoning an initial search, it will be dealt with as salvage under 23:01. Gear will be considered to have been abandoned if an attempt is not made to recover it prior to the completion of the trip during which it was lost.

### **ARTICLE 25 — Bereavement Leave Pay**

25:01 — Should a crewmember suffer a bereavement and have to be brought ashore before the completion of a trip he shall receive \$400.00 per week for the remainder of the trip unless he is required to rejoin his vessel after a reasonable period of time ashore. Should the crewmember rejoin the trawler he will be paid his share and earnings for the time spent on the trawler.



25:02 — Bereavement leave shall apply in the event of death of a crewmember's spouse, child, mother, father, brother, sister, grandchild, father-in-law, mother-in-law, grandparents and legal guardian. For the provisions of 27:01 to be operative in this respect the crewmember shall be put ashore in order to attend the funeral.

25:03 — Should the Company decide that a replacement is needed, the replacement shall share in the gross stock for his portion of the trip. Should the Company not replace the crewmember then it shall add the per diem and Trip Incentive Pay due the replacement to be shared equally among the remaining crewmembers.

25:04 — In the event of a bereavement at sea, the Company will choose and pay the transportation costs of the crewmember, to his home port.

25:05 — When a crewmember is scheduled to sail and a bereavement occurs as defined in 25:02 resulting in the crewmember missing his trip due to the trawler's sailing before the funeral the crewmember shall be compensated at the weekly rate of Four Hundred Dollars (\$400.00) for the trip that is missed due to the bereavement.

## **ARTICLE 26 — Illness or Injury**

26:01 — Should a crewmember be injured or become ill and have to be brought ashore before the completion of a trip he shall receive \$400.00 per week for the remainder of the trip. Should a crewmember be injured and have to be brought ashore before the completion of a trip he shall receive his full share and earnings as though he had completed the trip. The Company shall pay that portion of the earnings of the crewmember for the uncompleted sailing time in the trip.

26:02

:01- Should the Company decide a replacement is needed as a result of illness or injury, the replacement shall share in

the gross stock for his portion of the trip. Should the Company not replace the crewmember then it shall add the per diem and Trip Incentive Pay due the replacement to be shared equally among the remaining crewmembers.

:02- If a crewmember earning bonus is injured during the trip and elects to take a non-bonus position for the duration of the trip, instead of being brought ashore, he shall receive his bonus for the trip.

26:03 — In the event of illness or injury a doctor's certificate must be supplied by the crewmember upon request.

26:04 — In the event a crewmember is injured in the performance of his duties after reporting for a scheduled sailing, and misses the trip as a result of such injury, he shall be compensated by the Company for the difference received from Workers' Compensation and the amount he would have earned for that trip.

26:05 — In the event of an injury or illness at sea the Company will choose and pay the transportation costs of the crewmember to his home port.

### **ARTICLE 27 — Living Conditions**

27:01 — The Company will provide and maintain clean mattresses and pillows. In addition, the Company will supply two pillow cases, two sheets, and two blankets or the equivalent thereof.

27:02 — Laundry facilities will be provided on board each trawler.

27:03 — The trawler shall be equipped with a radio for the use of crewmembers. The Company will locate the radio on each trawler in an appropriate place as determined by a majority of the crew in consultation with the Captain.

27:04 — The Company agrees to install and maintain a television set, a VCR, and microwave oven, on each trawler sub-

ject to the following terms and conditions:

The Company will be responsible for normal maintenance only and the Union and the crewmembers agree that the television, VCR, and microwave oven shall in no way interfere with the sailing schedules of a trawler or its operations while at sea.

27:05 — Water coolers will be provided on all trawlers.

27:06 — The Company shall maintain the practice of responsibility for ship supplies at Company expense.

27:07 — The Company shall provide a secure locked facility for crewmembers' personal fishing gear to be stowed between trips.

### **ARTICLE 28 — Purchasing of Provisions**

28:01 — It is agreed that the cook shall be entitled to shop for provisions in order to obtain the best values for the crew, subject only to the right of the Union delegate, on behalf of the crew, to give further direction if necessary to protect their interests. Cooks will post grocery lists on the bulletin board. Crewmembers will be charged \$14.00 per sea day for provisions. The actual costs to be settled at the end of the first trip following a calendar year-end.

### **ARTICLE 29 - Working Conditions**

29:01 - When the trawler arrives at the port of discharge all members of the crew will be released with the exception of the Cook, Chief Engineer, Mate, Second Mate, Second Engineer, Third Engineer, Fourth Engineer, Factory Chief, and Bosun. They will be required to remain with the trawler until relieved by opposite member of the sailing crew, with the exception of engineers who will remain with the trawler until released by the Company. Crewmembers required to remain will be compensated under Clause 20:02 from the time of docking until they are released.

29:02 — The sailing crew will be responsible for placing and

stowing onboard all gear and supplies required for the upcoming trip.

29:03 — The crew will be responsible for maintaining the trawler in a clean condition at all times.

29:04 — Main warps will be placed onboard by the crew.

29:05 — When wire is ordered for the trawler it will be spliced on shore before being placed on the trawler.

### **ARTICLE 30 — Vacation Allowance**

30:01 — Based on the number of sea days in continuous service since the date of last employment with the Company as a crewmember, crewmembers will receive vacation allowance as follows:

0-219 sea days	4% of earnings
220 sea days and over	6% of earnings
Effective November 1, 1990	
1440 sea days and over	7% of earnings
Effective November 1, 1991	
1440 sea days and over	8% of earnings

Note: During the term of this Agreement crewmembers who would have been eligible for 8% of earnings as vacation pay under the terms of the previous Collective Agreement during the first year of the current Agreement will receive the 8% when they become entitled.

The allowance will be payable after March 31st. of each year on the earnings of the previous year subject to other clauses specifying time of payment in this Article.

30:02 — Crewmembers will be permitted to take their vacation allowance, accumulated at the appropriate rate, plus their Trip Incentive Pay, computed under the terms and conditions as specified in Article 32:04, prior to a scheduled trip off, once every quarter. Crewmembers are required to give fourteen (14)

days' advance notice for each request for the payment to be available. The balance, if any, of those accounts should be paid with the final trip settlement for each calendar year.

30:03 — Upon termination or quitting, crewmembers will be paid the vacation allowance accumulated at that date.

30:04 — Crewmembers will be paid eighteen dollars (\$18.00) per sea day calculated to the nearest hour as Trip Incentive Pay.

### **ARTICLE 33 — Ship Loss Allowance**

33:01 — When a trawler is lost or burned during a trip, all crewmembers will receive a lump sum payment of One Thousand Dollars (\$1,000.00) each, in full payment for loss of personal items.

33:02 — Crewmembers may claim for loss of personal items left on a trawler between fishing trips should the trawler be lost or burned, such compensation to be limited to the value of the items proven to have been on board at the time of loss up to the maximum allowed in 35:01.

### **ARTICLE 34 - Bonded Stock**

34:01 — The Company will ensure that the allowed amount of bonded cigarettes are put on board each trawler before the beginning of each trip. Only crewmembers who wish to purchase cigarettes will be required to pay for the bonded stock.

34:02 — The cost to the crewmembers will be for the cigarettes only and no additional fees or costs will be added for the Company's inconvenience in picking up and putting the bonded stock on board.

34:03 — The Company will ensure that each crewmember is issued his correct amount of bonded stock.

### **ARTICLE 37 — Discharge or Suspension**

37:01 — When a crewmember is suspended or discharged, writ-

ten notice of such action stating the reasons therefore shall be forwarded to him, with a copy to the Union, within twenty-four (24) hours, if the action arises at sea, within twenty-four (24) hours after docking.

37:02 — Crewmembers, who without just cause or without having received permission, fail to report for a scheduled sailing, shall be subject to discipline up to and including discharge.

37:03 — When a crewmember is discharged away from a trawler's home port, the Company shall choose and provide his transportation and lodging back to the home port. The Company has no responsibility for a crewmember who quits.

37:04 — Matters of a disciplinary nature or expressions of dissatisfaction with the performance of a crewmember shall be recorded in writing and placed in the personnel file of the crewmember with a copy to the Union. Such matters if not recorded, shall not be considered as part of a crewmember's record. The record of disciplinary action will be removed from a crewmember's file after he has made four (4) trips if no further disciplinary action has been taken.

## “SCHEDULE “A”

During the term of this Agreement, crewmembers' incomes will be determined as follows:

1. Effective November 1st., 1990 a per diem of Seventy-Two Dollars (\$72.00) per sea day, all calculated to the nearest hour.
2. (i) A basic share calculated at 12% of the Net F.O.B. Market Prices (price after freight, commission, duty) payable as per 2. (iii). The dollar amount arrived at should be referred to as the crew's gross stock which should be divided equally amongst the entire crew including Captain after deductions of the cost of provisions.  
(ii) In addition to the share the Company shall pay the following percentages to the classifications specified herein:

First Mate, Chief Engineer .....	4.50%
Second Mate, Second Engineer .....	3.00%
Factory Chief .....	2.20%
Third Engineer, Bosun, and Cook .....	1.75%
Fourth Engineer, Chargehand (Factory Deck) .....	1.00%
Deckhands (Trawl Deck) .....	0.50%

- (iii) Market prices in (i) above will be the average price of thirty (30) days prior to the day of landing. The Company will fax weekly shrimp prices to the trawler.
  - (iv) Cooks will receive a premium payment of Ten Dollars (\$10.00) per sea day when the trawler carries four or more personnel beyond the standard crew.
3. **Cash Advances for Crewmembers:**

Crewmembers will receive cash advances of \$400.00 per week during the period of each trip.

#### **4. Transportation**

The following methods of transporting the crews to and from St. Anthony and points East of the Bonavista/Burin Peninsulas inclusive will apply:

- (i) St. Anthony — A bus will pick up the crew at St. Anthony and will follow the Trans Canada Highway to Goobies. Crewmembers will be dropped off at any point along the way. The bus will be at the Company's expense.

Crews reporting to a trawler in St. Anthony will follow the same procedure in reverse, the bus starting at Goobies and picking up crewmembers along the way.

- (ii) If a trawler lands at a port East of the Burin/Bonavista Peninsulas inclusive, the Company will provide a bus which will pick the crew up at the port and will drop them at Grand Falls.

The same arrangement will work in reverse when joining a trawler.

#### **5. Movies**

The Company will supply 35 movies per trip.

#### **6. Trip Length**

A trip will not normally exceed sixty (60) days however, a trip may be extended for up to one (1) week to take advantage of good fishing and significantly improve the trip.



**SCHEDULE "B"**  
**NEWFOUNDLAND OTTER**  
**STANDARD CREW**

CAPTAIN	1
FIRST MATE	1
SECOND MATE	1
CHIEF ENGINEER	1
FIRST ENGINEER	1
SECOND ENGINEER	1
THIRD ENGINEER	1
BOSUN	1
COOK	1
STEWARD	1
FACTORY BOSS	1
CHARGEHAND — FD	1
DECKHANDS — TD (2 shifts)	6
FACTORY WORKERS (2 shifts)	8
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	26
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