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**COLLECTIVE BARGAINING  
AGREEMENT**

between

**NATIONAL SEA PRODUCTS LIMITED**  
Halifax, N.S.  
(hereinafter referred to as "the Company")

and

**THE CANADIAN BROTHERHOOD  
OF RAILWAY & GENERAL  
TRANSPORT WORKERS, Local 611**  
(hereinafter referred to as the "Union")

MAR 30 1992

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# INDEX

ARTICLE	Page No.
1. Recognition.....	1
2. Union Security and Check Off.....	2
3. Watches .....	4
4. Discipline.....	5
5. Safety .....	5
6. Discharge, Termination & Leave .....	7
7. Shore Time .....	9
8. Work In Port .....	11
9. Company's Rights.....	14
10. General .....	15
11. Grievance Procedure .....	19
12. Arbitration .....	20
13. Strikes and Lockouts.....	21
14. Group Insurance &Sickness Benefit Plan ..	22
15. Vacation Pay.....	26
16. Shares.....	27
17. Duration of Agreement .....	27
Appendix "A" .....	29
Schedule "A" .....	29
Schedule "B" .....	32
Schedule "B" .....	34
Schedule "C" .....	35
Quality Grading Program for Trawler Caught Groundfish .....	37
Fish Weighing & Receipt Procedures .....	39
Schedule "D" .....	43

## **ARTICLE 1 RECOGNITION**

**1.01** This Collective Agreement sets forth the fundamental principles governing the Collective Bargaining relationship under which this Agreement comes into being, and all the following Articles, Appendices and Schedules are subject to its terms.

**1.02** The Company hereby agrees to recognize the Union as the sole Bargaining Agent for the purpose of entering into a Collective Bargaining relationship with the Company on behalf of all crew members, other than the Captains of vessels owned by the Company and regularly operating out of Nova Scotia ports (except **Canso**), and engaged in fishing for groundfish, hereinafter called the "Bargaining Unit".

**1.03** The Union recognizes the special status of MATES. Mates, while on watch or in the position as a relieving Captain, shall be considered as having Captain status with full authority in all aspects pertaining to safety, fishing activity, quality procedures and discipline while so engaged. It is the right of the Company to select Mates from any source on the basis of ability and experience and possessing the required tickets and other necessary qualifications for the job. But, if there are mates with the necessary experience and qualifications within the company they shall be given first consideration for the position.

**1.04** The Company shall not make any individual agreement with the crew directly or indirectly in conflict with the provisions of this Agreement.

**1.05** The Company shall allow access to officials of the Union, to the wharves and offices of the Company for the transaction of Union Business. Union officials

will not be permitted access to Company owned vessels unless they have the express permission of the Captain. In the absence of the Captain, permission may be obtained from an official of the Company.

**1.06** One member of the crew shall be permitted to act as a delegate representing the vessel's crew in dealing with matters concerning the grievance procedure and the administration of the Agreement. The Union shall advise the Company of the name of the official delegate of each vessel.

**1.07** When a trawler is used for any purpose not anticipated by the system of remuneration under the Agreement, the crew participating shall receive no less than the average of the same class of vessel operating at that time. Such arrangements shall be discussed with the Union and crew prior to sailing. If a vessel is required to transport stores or personnel to or from the Cape Adair and/or the Cape North each crew member shall receive \$25.00. This clause does not apply for emergencies, illness, crew members quitting at sea or compassionate reasons.

**1.08** Where a Company vessel is involved with a cooperative venture involving fishing operations in traditional Atlantic waters, it shall be discussed with the crew and the Union's Business Agent.

**1.09** All boxes of fish shall be weighed unless business dictates otherwise. Should this be necessary the ship's union delegate will be notified.

## **ARTICLE 2**

### **UNION SECURITY AND CHECK OFF**

**2.01** A crew member is defined as a person who has successfully completed three (3) normal fishing trips.

The term crew is defined as all crew members required to operate and fish the vessel. Each crew member covered by this agreement must pay dues to the Union on a monthly basis. This shall be deducted on the first trip the crew member makes in each month.

**2.02** Membership in the Union shall be available to all crew members eligible under the constitution of the Union. Membership shall not be denied for reasons of race, sex, national origin, colour or religion.

**2.03** Union dues will be collected by the Company from crew members of each vessel. All Union dues plus a record of those from whom collections have been made shall be forwarded to the Canadian Brotherhood of Railway, Transport and General Workers, 2300 Carling Avenue, Ottawa, Ontario not later than the 15th of the following month.

**2.04** The official delegate on each vessel shall notify all crew members of the existence of the Union and shall obtain their membership on completion of their first trip at sea on a Company vessel.

**2.05** When engaging new crew members, first rights shall be given to members of Local 611, Canadian Brotherhood of Railway, Transport and General Workers, who have the necessary skills and ability to perform the job for which they are to be engaged. This applies to the home port where the vessel operates.

**25.05.01** Members of other Unions are not to be employed when Local 611 members are available.

**2.06** Each trawler port shall maintain lists of eligible applicants who are awaiting transfer or an opportunity to sail. Such lists shall contain the Service Record

Book Number, if available, and other pertinent data. As vacancies become available they will be first filled, if possible, from this list, if the applicants are available and provided they have sufficient skill and ability to perform the duties required. The Union officers or vessel delegates may have access to these lists on request. Applicants shall fill out the Port's application form.

**2.07** In the event of a transfer of a vessel from one port to another port, the crew members on the vessel shall have the opportunity of going with the vessel to the new port, if they so desire. In the event the crew does not choose to go to another port on the vessel being transferred, they shall be given the first preference as vacancies occur.

### **ARTICLE 3 WATCHES**

**3.01** Watches for the normal operation of the vessel shall be six (6) hours on and six hours off. A twelve (12) hours on and six (6) hours off schedule may be worked if majority of crew agree by a proper vote. However, it is understood that the size of the crew, the type of fishing and weather conditions may prevent these schedules from being maintained in order to ensure that the vessel does not stop fishing. It is also understood that all crew members may be required on deck in the event of emergencies endangering the safety of the vessel, its gear, or during heavy fishing. During heavy fishing, Engineers and Cooks working on fish shall do so on a voluntary basis. It is agreed, however, that during heavy fishing no crew member shall have less than six (6) continuous hours rest in a twenty-four hour period. This routine shall not be

more than three (3) days during a normal fishing trip but can be extended if the majority of the crew agree by a proper vote.

#### **ARTICLE 4 DISCIPLINE**

The following actions by a crew member shall be cause for immediate discharge:

**4.01** Theft.

**4.02** Bringing alcoholic beverages or illegal drugs on board, drinking alcoholic beverages or using illegal drugs; returning to a vessel while intoxicated to the extent that the crew member does not conduct himself quietly and without interference to others or to the extent that the crew member is not capable of performing his work.

**4.03** Fighting or using physical force against the Captain or another crew member on board the vessel or on the Company premises.

**4.04** Serious neglect of duty.

**4.05** Failure to comply with Company rules as long as such rules do not conflict with the other provisions of this Agreement.

**4.06** Damaging or removing Company property.

**4.07** Selling fish from the catch or removing more than 20 lbs. per trip for personal use.

**4.08** Refusing safety or boat drill as in Article 5.07.

#### **ARTICLE 5 SAFETY**

**5.01** Any work necessary for the safety of the vessel, crew, cargo or tow or for the saving of other ships,



lives or cargoes, shall be performed at any time on immediate call, by all crew members, notwithstanding any provision of this Agreement which might be construed to the contrary. The Captain shall be the sole judge.

**5.02** The Company recognizes the need and duty to make reasonable provisions for health and safety of the crew during the course of operations and will, as the situation from time to time requires, take all steps necessary to effectuate such duty.

**5.03** Certified Deck Officer shall be in the pilot house at all times while the boat is away from the wharf.

**5.04** Fully equipped medicine chest stocked in accordance with specifications in Schedule "C" attached to and forming a part of this Agreement shall be supplied and maintained by the Company and placed in care of the Captain, who will be custodian of the key to the chest. The Union delegate shall be required to check the medicine chest and first aid kit prior to docking and shall sign and pass a list of the needed replacements, if any, to the Captain.

**5.05** Any safety regulations which the Company may now have in force, for the safety of the vessel or crew, and any further regulations or amendments to existing regulations which the Company may put into effect during the term of this Agreement, and which are brought to the attention of the crew members, shall be strictly adhered to by all crew members.

**5.06** All vessels shall be equipped with all basic harbour charts and such charts shall be updated at least once a year.

**5.07** The Captain shall ensure that all crew members participate in periodical life boat, fire, survival unit donning and anchor drills. Such drills, shall be carried out once a month or with a change of Captain or with a twenty-five percent change of crew and such drills shall be recorded in the log. However, there shall not be two drills in any one day unless there is a 50% crew change.

**5.08** Life rafts, life boat davits, winches and fire escape hatches shall be inspected at the start of each trip by the crew and entered in the log.

**5.09** Trawler Safety Manuals shall be provided to all new crew members and the Captain shall assign someone to familiarize the new crew member with the safety features such as fire stations, boat stations, life jackets and escape hatches at the commencement of the voyage. This shall be noted in the ship's log.

## **ARTICLE 6**

### **DISCHARGE, TERMINATION & LEAVE**

**6.01** When a crew member is suspended or discharged from the company a written notice of such action indicating the reason shall be signed by the Captain or his designate promptly forwarded to the crew member with a copy to the Union.

**6.02** A crew member deciding to terminate his employment with the company must sign the appropriate form.

**6.03** When the Captain intends to terminate a crew member from the company, 36 hours notice of the same shall be given.

**6.04** A crew member who does not report for a scheduled sailing and who fails to provide at least

thirty-six (36) hours notice will be subject to the following suspensions:

**6.04.01** The first failure to give proper notice will result in a one (1) trip suspension on any vessel under C.B.R.T. certification. This one (1) trip is in addition to the trip missed for failure to report.

**6.04.02** The second failure to give proper notice within one year will result in a two (2) consecutive trip suspension on any vessel under C.B.R.T. certification. These two (2) trips are in addition to the trip missed for failure to report.

**6.04.03** The third failure to give proper notice within one year will result in termination from the company.

**6.05** The above penalty suspensions may be excused where illness or compassionate grounds are established.

**6.06** Where the Captain fails to give a crew member the 36 hour notice as provided in Paragraph 6.03, and subject to Article 4, the Captain shall arrange to compensate the crew member who has been discharged.

**6.07** When a crew member is discharged away from the vessel's home port for reason other than just cause, the Company shall provide transportation back to the vessel's home port. When a crew man quits away from the vessel's home port he shall pay his own transportation costs.

**6.08** It is agreed that, if a crew member is discharged away from the vessel's home port for just cause or, if a crew member is not on board at the vessel's scheduled sailing time then such crew member will be deemed to have quit and the Company will not be responsible for paying any transportation or other costs of any kind.

**6.09** Any crew member that terminates his employment from the company while at sea or before completion of a normal trip will not receive any share for that trip. A normal trip for the purpose of this clause is defined as being one that ends with the discharge of all fish from the vessel. In addition, such crew member will be deemed to have quit without having given thirty-six (36) hours notice. This will not apply to cases of injury, legitimate sickness or where a crew member is landed before the completion of a trip for compassionate reasons. In these cases and in other circumstances where there is some question regarding the legitimacy of the illness or injury or with the performance of the work of any crew member the decision as to what share, if any, a crew member shall receive will be made by the Captain and the vessel delegate after consultation with the crew members.

**6.10** Four crew members will be granted a trip off at any one time, provided this does not interfere with the vessel's scheduled sailing. The request by crew members will be based on a first come, first serve basis and on one (1) trip notice.

## **ARTICLE 7**

### **SHORE TIME**

**7.01** When a vessel lands after completion of a trip of normal duration all the crew shall have forty-eight (48) hours at home port before departure for the next trip.

**7.01.01** In lieu of the previous "time-off day" incentives the Company will pay a "trip incentive" of \$14.75 per sea day in the 1st year and \$15.25 per sea day in the 2nd year calculated to the nearest hour.

**7.02.01** When the Company requires the vessel to land its trip at other than its home port, the Company shall choose and pay transportation costs. For diversions of more than **150** miles from home port, if crew is travelling over a meal hour, and meals are not provided by the carrier, a meal allowance of **\$14.00** per meal per crew member will be provided. Alternately, for crew choosing to remain with the vessel the Company will pay a per meal rate of **\$14.00** per crew member per meal between vessel landing and scheduled sailing.

**7.02.02** When the company requires a vessel to land outside the Province the crew, who voluntarily stay with the vessel, will be compensated with a bonus of **\$375** for each trip landed outside the Province where the crew member remained with the vessel. If the vessel remains in the diverted port for more than forty eight (48) hours each crew member will receive, in addition to the above, one hundred and twenty five dollars (**\$125**) per day. The company will pay each crew member the **\$375** to be added to the settlement cheque so that Income Tax can be deducted.

**7.03.01** Notwithstanding **7.01** above, vessels landing in home port on Fridays will not be required to sail before **8:30** a.m. the following Monday, but can sail earlier if a majority of the crew agree.

**7.03.02** There shall be no sailings after seven (**7:00**) p.m. except in a diverted port where the crew has departed their home port prior to **8:00** p.m. and where all the crew is available the sailing may take place at any time.

**7.03.03** If a vessel returns to port for electronic or short term mechanical problems it shall sail at the

earliest opportunity after the problem is rectified.

**7.04** During Christmas season tie-up, vessels will not remain in port more than eight days from the day of landing unless this would require sailing on December 25th, in which event the sailing date for such vessel would be December 27th. For vessels sailing December 27th to January 2nd a bonus will be paid by the Company to each crew member at the end of the first trip of regular duration after Christmas as follows:

**7.04.01** For vessels sailing on December 27th, or on the eighth day after landing, three hundred fifty dollars (\$350) per crew member.

**7.04.02** For vessels sailing on the seventh day or less, an additional seventy (\$70) dollars per crew member for each lesser day.

**7.04.03** If a vessel does not sail within the eight (8) days above the crew shall forfeit the applicable amount of Christmas bonus and following sailing the vessel may be requested to return to port on an earlier day than normal and such day will be based on a sailing date calculated as eight (8) days after the last December landing.

## **ARTICLE 8 WORK IN PORT**

**8.01.01** Any crew member required to get a vessel ready for refit, after the vessel is in port, or required to get the vessel ready for sailing after the refit shall be paid for performing such duties at the following rates:

	<b>1st yr.</b>	<b>2nd yr.</b>
Learner	<b>\$ 6.80</b>	<b>\$ 7.30</b>
Deckhand	<b>9.00</b>	<b>9.50</b>

Trawlerman	9.75	10.25
2nd Engineer & Cook	10.50	11.00
Bosun	11.10	11.60
Mate & Chief Engineer	13.45	13.95

**8.01.02** When getting vessel ready for refit while steaming home on last trip prior to refit, crew members who are required to perform work related to the refit shall receive a flat rate one time payment of **\$35.00**.

**8.01.03** When gear must be removed for painting/-maintenance purposes in port rate will be paid to each crew member required to perform the work.

**8.02** When it is required to move a vessel while in Port, it shall normally be done by shore personnel, assisted by the Engineer when necessary, except in case of emergency or inclement weather when it may be deemed necessary by the Company that other crew members move the vessel. Other crew members will be paid for such work in accordance with the provision of Article **8.01**.

**8.03** For putting on warps supplied marked, the Company will pay a Mate andlor Bosun andlor an Engineer and the necessary additional crew members up to a maximum of fifty (50)man hours at the appropriate rates above.

**8.04** If a sailing time has been scheduled and the vessel is not ready to sail at the scheduled sailing time and the sailing time is delayed in excess of two (2) hours for mechanical, electronic, crew or delayed icing reasons (refits excepted) the Company will, for these crew members on board, pay up to a maximum of three (3)days stand-by pay beyond the initial two hours as follows:

(Note: Rates below are "per day or part thereof")

	<b>1st yr.</b>	<b>2nd yr.</b>
Learner	<b>\$36.75</b>	<b>\$38.00</b>
Deckhand	46.25	47.75
Trawlerman	49.25	50.75
2nd Engineer & Cook	50.50	52.00
Bosun	51.50	53.00
Mate & Chief Engineer	54.50	56.25

Crew members must sail on such delayed trips at the rescheduled sailing time to qualify for the compensation as above. All compensation will be added to the settlement of such delayed trip.

When a vessel returns to port before completion of her normal voyage because of mechanical problems, for longer than two (2) hours the Company will, for the crew members who signed on the said trip and remained to complete the said trip, pay stand-by pay on the same basis as outlined above.

After the three days, where it appears there will be an extended delay, the Company will attempt to place the crew members on other Company vessels.

When on stand-by at other than home port, all meals shall be paid for by the Company at the average cost of food per day calculated from the provision costs of the most recent four (4) trips divided by the number of sea days involving those trips. The cook shall be paid for eight hours work at work in port rates when 3 meals are served to the majority of the crew and such hours will be prorated if there are less than 3 meals involved, but in no case shall the payment be less than the stand-by pay.

A crew delivering a vessel to another port for repairs or for reasons other than fishing activities shall be



paid work in port rates for the number of hours on watch plus travel hours returning to the original port and paid the meal allowance named in Article 7:02 for three (3) meals per day for each day involved in the delivery.

**8.05** The fitting of new model trawls and all other work in port except putting ashore or taking aboard fishing gear, will be paid for at the rates set out in 8.01.

**8.06** The Company will give preference to a vessel's crew members when additional workers beyond the regular shore workers are required during refit.

**8.07.01** All wire over sixty (60) feet in length excluding main warps shall be measured and spliced ashore.

**8.07.02** On mid-water trawls sections will be cut, hung and roped ashore and such sections will only be replaced upon turning in the remains of worn and torn sections.

**8.07.03** When new models of ground trawls are introduced they will be made up ashore.

**8.07.04** All cod ends made up ashore shall be standardized as per the trawl being used. Cod ends for stern trawlers shall have back straps and chaffing gear and for side trawlers splitting straps and ring meshes.

## **ARTICLE 9**

### **COMPANY'S RIGHTS**

It is the exclusive function of the Company to:

**9.01** Maintain order, discipline and efficiency.

**9.02** Sign on as crew members, classify, terminate, transfer, promote, demote or discipline crew

members, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a crew member has been terminated as a crew member or disciplined without just cause, may be subject of a grievance and dealt with as hereinafter provided.

**9.03** Generally to manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of vessels, the species to be fished, the methods of operating, sailing and work schedules, kinds and locations of equipment to be used, processing methods, and to establish standards of performance for all operations and crew members provided that such management rights are not inconsistent with the provision of other Articles in this Agreement.

**9.04** The Company may establish, from time to time, rules and regulations governing crew members covered by this Agreement, providing that such rules and regulations are not inconsistent with the provisions of this Agreement.

## **ARTICLE 10 GENERAL**

**10.01** The Company agrees to make a deduction for Income Tax purposes from each crew member in accordance with the Department of Revenue's Tax Deduction Schedules and the Company shall remit the amount to the proper authorities. The Company, however, does not undertake to ensure that crew members pay the proper amount of Income Tax. It is understood that Income Tax deductions are arranged as a convenience to fishermen. T-4 slips issued to crew members after the end of the year will contain a statement of the amount of Union Dues deducted during the year.

**10.02** All crew members shall be permitted to attend school for the purpose of studying for a ticket and shall be retained as crew members after their return.

**10.03.01** If the vessel is required to make a tow, \$6,000 per day shall be added to the gross stock for each day of the tow and prorated for any part of a day.

**10.03.02** When a vessel is directed by the Company to retrieve a complete useable trawl belonging to another vessel and this is successfully carried out a value of \$5,000 shall be added to the gross stock.

Payments for (.01) and (.02) shall be made at settlement time of the applicable trip.

**10.04.01** Engineers shall be required to clean and paint the engine room at sea with the exception of the deckheads and areas of the ship's side beyond the normal reach, but shore personnel shall clean up the engine room after any repairs have been made in port.

**10.04.02** Shore personnel shall be responsible for clean up of fish areas after the fish have been taken out of the vessel.

**10.05** The crew members of each vessel may, during the time of discharge, supply a checker to be paid for by the crew members to verify the weight, cull and quality of fish unloaded.

**10.06** A copy of the settlement sheet, crew deduction sheet, trip sheet, grocery list and cigarette sheet shall be supplied to the vessel's delegate after each trip before sailing and the delegate shall post same on the vessel.

**10.07** The captain and crew members who perform the work shall share any payment for roe when the Company requests the roe.

10.08 If the Company requires an extension of a regular trip, the Company will settle the crew for fish ten (10) or more days old, that were appropriately iced, at one grade higher than the dockside grade (except for reject fish) for such pens.

10.09 Ice will be removed from rigging and superstructure by shore personnel. This will be carried out to the Captain's satisfaction to ensure the safety of the vessel on departure for fishing.

10.10 Mattresses and mattress covers shall be supplied by the Company. The vessel's Union delegate shall report any unclean bunk to the Captain who shall immediately inform the Company. Two (2) blankets and one (1) small mattress shall be provided on each vessel for use with the stretcher.

10.11 A clothing allowance of \$400 will be paid to all crew members at the same time as the vacation pay for all those who have sailed at least 90 days in the calendar year.

10.12 Under normal conditions a crew shall consist of a maximum of sixteen (16) crew members per vessel.

10.13 If a trawler is lost or a fire causes loss of personal clothing and gear each crew member shall be compensated at a maximum rate of \$1,500 to cover these losses.

10.14. The Mate's Gear List shall be placed on the Chart Room table in the Wheelhouse and picked up by the shore personnel. It is the Mate's responsibility to assure that the gear supplied is complete per availability.

10.15 A crew member having an injury, illness or for compassionate reasons shall be landed at the nearest

suitable Port or transferred at sea whichever, in the opinion of the Captain, is the most logical or safest. A crew member to be landed for compassionate reasons shall be on the death of the spouse, child, brother, sister, parents, grandparents and parents-in-law or legal guardian.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

**11.01** No crew member shall be disciplined, suspended or discharged without just cause.

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

**STEP 1** Crew member grievances arising out of matters relating to ship board conditions shall be raised with the Captain during a 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 crewman and/or boat delegate and other designated representatives of the Union and the designated shore personnel of the Company, 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 Marine 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 crewman 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.

**11.03** 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.

**11.04** The time limits herein may be altered by mutual consent.

## **ARTICLE 12**

### **ARBITRATION**

**12.01** A matter in dispute between the Company and the Union involving the interpretation, application, operation or alleged violation of any article of this Agreement may, in event of failure to reach agreement thereon, be referred by either party to Arbitration by an Arbitration Board.

**12.02** 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.

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

**12.04** In the event that either party shall fail to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Labour of the Province of Nova Scotia to appoint a representative on behalf of the defaulting party.

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

**12.06** Should the representatives fail within five (5) days to agree on a Chairman, the Minister of Labour

of the Province of Nova Scotia may be requested by the representatives of either of them to appoint a person who shall be Chairman of the Arbitration Board.

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

12.08 The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and plant holidays and may be extended by mutual consent of the parties or by the Arbitration Board.

12.09 The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties, but in no event shall the Arbitration Board have the power to add to, subtract from alter or amend this Agreement in any respect.

12.10 Each party shall pay its own costs and fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shall be shared equally between the parties.

12.11 By mutual agreement of both parties a single arbitrator may take the place of an Arbitration Board for the purposes as outlined above.

### **ARTICLE 13 STRIKES AND LOCKOUTS**

13.01 The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit-down, or slow-down or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's property during the term of this Agreement.



13.02 The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.

**ARTICLE 14**  
**GROUP INSURANCE AND SICKNESS**  
**BENEFIT PLAN**

14.01 This plan is a condition of crewing on Company vessels for all members starting from the first trip to sea.

The Company and the Union agree that the Insurance coverage generally summarized in this Article is noted in this Collective Agreement for purposes of convenience only; that the actual insurance coverage for crew members is by the Insurers and not by the Company; that the Company will assist the Union and crew members with any claims under such insurance but shall not itself be liable for any claim related to such insurance coverage which is not subject to arbitration but is rather governed by the actual Insurance policies of the Insurers.

**LIFE INSURANCE & ACCIDENTAL**  
**DEATH & DISMEMBERMENT**

\$50,000 Life Insurance and \$50,000 Accidental Death and Dismemberment coverage (a total of \$100,000 on Accidental Death) shall be provided at all times while a crew member is with National Sea Products Limited including days at sea and days on land between trips or while on a granted leave of absence or while the vessel is on refit. This insurance shall be a condition of crewing on Company vessels and will continue while a crew member until the age of 65 at which time the benefit will be reduced by 50% until the age of 70 years is reached. An insurance card must be signed

on the first trip at sea and coverage will be for that trip and future trips on Company vessels.

Crew members can purchase, at their cost, optional life and A.D. & D. coverage.

If a member of this group insurance plan becomes totally and permanently disabled from a sickness or accident before the age of 65 years, after a waiting period of 6 months and as long as they remain totally and permanently disabled they will be eligible to receive the amount of this Life Insurance in monthly instalments spread over a 5 year period.

### **GROUP ACCIDENT AND SICKNESS INSURANCE**

This benefit is available to all members and is a condition of crewing on Company trawlers. The coverage is effective on completion of the first trip to sea. The benefits are payments of \$250 per week. Weekly sickness benefits start on the fourth day, non-industrial accident benefits start on the first day; both continue through to 26 weeks of disability. This means that the first 26 weeks of disability are covered by this plan. The next 15 weeks are covered by U.I.C. (Industrial accidents are, of course, covered by Worker's Compensation and not by this policy.) This benefit continues to age 70, if still crewing on Company vessels.

Premiums are paid in advance, but even if paid, when a crew member is on leave or layoff a weekly indemnity benefit cannot be claimed until there is available work for the crew member.

### **DENTAL PLAN**

This benefit is available to all members and is a condition of crewing on company trawlers. The coverage is

effective on completion of **6** months of continuous service. The plan pays **80%** of the **1990** provincial dental fee guide for the basic maintenance of teeth, such as cleaning, extractions and fillings, **50%** of the **1990** provincial dental fee guide for major dental care services such as crowns and dentures to a maximum of **\$1000** in any one calendar year, and **50%** reimbursement for orthodontia which covers children from **6** to **18** years, to a **\$1500** lifetime maximum.

The plan will pay for covered services after an annual deductible is satisfied - **\$50** single and **\$100** family.

### PENSION PLAN

The company agrees to establish a flat rate benefit pension plan effective January **1, 1989** for all crew members 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 "E". Crew members will be credited service as of January **1, 1991** at a benefit rate of **\$12** per month per year of service. The basic year of service for crew members under the provisions of the plan will be **17** trips or **90%** of trips offered.

Any trawlerman employed as of January **1, 1989** who reaches age **65** and retires after January **1, 1989** will be guaranteed a minimum pension of **\$75** per month. Crew members will also have the option of supplementing their retirement benefit by contributing **\$7** per week of service to a money purchase plan. Contributions accumulate with investment income for each member until the member's retirement date. The accumulated amount of the member's "fund" is then used to determine how much retirement benefit he will receive.

All of the statements with regard to benefits are a summary of items covered in the policies and where an interpretation is required the policies themselves shall govern.

### **BLUE CROSS PLAN "13S"**

This benefit is available to all members and is a condition of crewing on Company trawlers. The coverage is effective in the month following the first premium paid.

Plan "13S" Group Package provides full cost of semi-private room and out-patient care and pays 80% of cost (no deductible) for extended hospital and related service, vision care at \$125 per 24 months and hearing aids. For prescription drugs a plastic credit card is supplied and a member pays \$1.00 per prescription with the balance paid by Blue Cross directly to the pharmacist.

### **MONTHLY COST OF BENEFIT TO CREW MEMBERS**

To keep up eligibility a monthly payment must be made each month and it shall be deducted from each new crew member on the settlement of the first trip in each month. If for any reason a trip is not made in a month such as for sickness, leave of absence, etc., it is important to arrange for the monthly payment to be paid in advance in order to maintain eligibility.

### **STARTING MONTHLY DEDUCTIONS**

The Insurance Company or Blue Cross may increase or decrease their rates and therefore the above deductions are initial starting deductions. In any event the Company will pay an equal amount to the following plans: Group Accident and Sickness, Blue Cross Plan "13S" and Dental. The rates shown are one-half the total initial cost of these plans.

The Company agrees to pay 100% of Life Insurance and A.D. & D. premium costs.

\$250/week Sickness Benefit @ \$1.09/\$10		\$13.63
	Single	Family
Blue Cross "13S" (\$1.00 co-pay)	\$9.19	\$24.51
Dental Plan	3.33	7.71

## **ARTICLE 15**

### **VACATION PAY**

15.01 Based on the number of seadays in continuous service since the date of last starting as a crew member on Company vessels, crew members will receive vacation pay as follows:

0 - 219 sea days - 4% of T4 earnings

220 sea days and over - 6% of T4 earnings

Employees who accumulate five (5) years of continuous service will receive 8% of T4 earnings.

Continuous service to qualify for the 8% is defined as completing not less than 17 trips per year or 90% of trips offered.

15.02 A crew member who did not make the required number of sea days owing to an injury or illness verified by a Doctor's certificate shall receive a vacation allowance in accordance with the provisions of paragraph 15.01 above.

15.03 Upon request, with four weeks notice, crew members shall receive vacation pay every six (6) months. This pertains to the six (6) month period, January 1st to June 30th and July 1st to December 31st. This will be paid on a separate cheque.

15.04 Upon termination of a crew member, vacation pay earned shall be paid no more than ten (10) days later.



**ARTICLE 16**  
**SHARES**

16.01 The lay arrangement for determining the amount of each crew member's share of the catch value is set forth in a separate Schedule "A" which shall be attached to and form part of this Agreement.

16.02 Crew members shall receive all monies owing to them for a previous trip if the vessel is delayed for more than three days after discharging all the fish from the trip. Relieving crew members and crew members taking the trip off shall receive all monies owing to them within three (3) days of a vessel sailing.

16.03 With regard to settlement cheques being made up in three (3) days after unloading, if any of the 3 days are Saturday, Sunday or a Holiday they would not count as one or more of the three (3) days as the plant does not work on those days. You only count working days for the plant.

16.04 Any money owing to a crew member will be paid to the crew member by adding it to their settlement cheques.

**ARTICLE 17**  
**DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 1991 and shall remain in effect until December 31, 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 one.

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 receipt of such notice.

Dated at Halifax this 26th day of November, 1991.

For: Canadian Brotherhood of Railway, Transport & General Workers

Boyd F. Lee

Sandy Evans

Lewis Hackett

For: National Sea Products Limited

Larry Mossman

Dale Martin

Linda Roskell

Susan Price

Wilson Methven

David E. Reid

## APPENDIX "A"

The following is a clarification of Article 15.01.

A crew member who accumulated ~~220~~ days from the last starting date (hire date) will receive ~~6%~~ of T4 earnings.

If the crew member quits the company, that is the crew member signs a termination form, if re-hired will start again as ~~4%~~ of T4 earnings.

For a crew member to receive ~~8%~~ of T4 earnings, he must accumulate five (5) years of 17 trips per year or ~~90%~~ of trips offered. If he misses a year, he must start from the beginning and accumulate another five (5) years.

## SCHEDULE "A"

### THE LAY ARRANGEMENT

1. A charge for ~~icers~~ will be deducted from the Gross Stock for each trip of a vessel to determine the "Shared Stock" and ~~thirty-seven~~ percent (~~37%~~) of this amount shall be set aside as the crew's share from which the cost of provisions will be deducted ~~before~~ sharing the balance.

From this balance Learners (three (3) consecutive trips on a vessel) shall receive ~~five-~~ eighths (~~5/8~~) of a share, then the balance shall be shared equally among the rest of the crew.

When a new unknown crew member joins a vessel claiming to be experienced the Captain and crew shall jointly decide during the first trip if such crew member shall be designated as a Learner.

Crew members making their 1<sup>st</sup> trip will receive full share if the Captain and the majority of the crew agree. This can ~~go~~ on for three (3) trips but



the crew member must take a deckhand test after three (3) trips, if not they will go on 5/8 share.

2. In addition to the foregoing share the Company will pay the following commissions to the following officers:

Mate	- 2% of Shared Stock
Chief Engineer	- 2% of Shared Stock, when Certified - 1/2% of Shared Stock, when not Certified
Bosun	- 1% of Shared Stock when Certified - 1/2% of Shared Stock, when not Certified
Cook, 2nd Engineer	- 5/8% of Shared Stock

3. ICERS

(a) Four (4) Icers per vessel shall each be paid according to the following schedule and conditions. Payments shall be \$60 per trip on the first 100,000 pounds plus \$5.00 for each 10,000 pounds in excess of 100,000 pounds. For this pay the Icers shall take the responsibility for proper icing and shelving procedures on behalf of the crew regardless of who assists them in the icing.

(b) For Icers to receive their full icing payments they shall separate the species in the pens with the fish well iced and shelved in accordance with the shelf plan designed to assure good quality fish. This plan will be posted on each vessel. There shall be no more than 10% Grade C plus Rejected fish which will be measured on a per

pen basis. Fish in a pen can be downgraded due to improper icing and where the shelf boards are not resting on the strongbacks or when indications are that the boards were resting on ice and when a pen has mixed species. Mixed species will be permitted on the last part of a trip when the hold is full.

4. TRAWLERMEN

For each deckhand who passes the industry/union requirements for advancement to the rank of trawlerman, the Company will pay, in addition to the foregoing share, an amount equal to 0.35% of Shared Stock when certified and entered in the Service Record Book.

5. MINIMUM TRIP PER DIEM

The following rates per sea day, calculated to the nearest hour, are effective only when a completed trip with fish on board gives earnings, after deductions, below the equivalent of these amounts.

		1st yr.	2nd yr.
Learners		\$54.75	\$56.50
Deckhands		61.00	63.00
Trawlerman	Commission Plus	61.00	63.00
2nd Eng. & Cook	Commission Plus	61.00	63.00
Bosun	Commission Plus	61.00	63.00
Mate & Chief Eng.	Commission Plus	61.00	63.00
Icers	Commission Plus	61.00	63.00

6. DOCKSIDE GRADING

- (a) The Company will permit the Union's trained representative to check the grading at dockside at anytime.
- (b) Where a dockside grading dispute arises, the Company and the Union will pay equally for the services of a retired DFO Fisheries Officer to moderate the dispute.

**SCHEDULE "B" - 1991  
FISH PRICES**

	Grade A	Grade B	Grade C	Reject
<b>Cod</b>				
Steak	0.2546	0.2037	0.1274	0.005
Market	0.2468	0.1974	0.1234	0.005
Scrod	0.1916	0.1533	0.0959	0.005
<b>Haddock</b>				
Large	0.3255	0.2604	0.1628	0.005
Scrod	0.2756	0.2205	0.1379	0.005
<b>Perch (without defects)</b>				
115 count & Under	0.1425	0.1140	0.0713	0.005
116 - 140	0.1150	0.0920	0.0575	0.005
141 - 160	0.1000	0.0800	0.0500	0.005
<b>Perch (other)</b>				
115 count & under	0.0975	0.0780	0.0488	0.005
116 - 140	0.0925	0.0740	0.0463	0.005
141 - 160	0.0800	0.0640	0.0400	0.005
<b>Pollock</b>				
Large	0.1654	0.1323	0.0827	0.005
Small (1/2 - 2 1/2 lbs.)	0.1365	0.1092	0.0683	0.005
<b>Flounder</b>	0.2205	0.1764	0.1103	0.005
Greysole	0.2205	0.1764	0.1103	0.005
Yellowtail	0.1785	0.1428	0.0893	0.005
Turbot	0.1575	0.1260	0.0788	0.005

**PREMIUM STANDARD**

Catfish	0.1103	0.0814		0.005
Cusk	0.0893	0.0683		0.005
Hake	0.0840	0.0604		0.005
<b>Halibut</b>				
12 - 50	1.39			
50 - 85	1.33			
85 - 125	1.22			
Whale	1.10			
Chicken	1.05			
Snapper	0.82			
Damaged (over 12 lbs)	0.92			
Damaged (under 12 lbs.)	0.69			

The price for halibut shown above are for trips with less than 500 pounds of halibut. Trips in excess of

500 pounds will be adjusted upward according to market prices less any related costs for large volume shipments, but in no case will be less than shown above. However, the halibut must be properly washed, cleaned and iced to receive prices over and above these stated prices.

Flatfish, 10% above the collective agreement price will be paid on an entire flatfish catch on all trips exceeding 50,000 pounds. This does not apply to seiners.

The above prices are FIXED during the term of the agreement. Where market conditions could stop fishing or cause restrictions on a species at the above prices the Company will notify the Union two weeks in advance of ceasing operations or restricting a species or requesting a price change.

The Company expects crew members to cooperate in landing well iced and properly gutted, defect free fish and generally to continue to strive for quality improvements in order to hold and enlarge on the number of customers so important to continued operations and the welfare of all participants in this industry.

**SCHEDULE "B" - 1992  
FISH PRICES**

	Grade A	Grade B	Grade C	Reject
<b>Cod</b>				
Steak	0.2623	0.2098	0.1312	0.005
Market	0.2542	0.2033	0.1271	0.005
Scrod	0.1974	0.1579	0.0987	0.005
<b>Haddock</b>				
Large	0.3353	0.2682	0.1676	0.005
Scrod	0.2839	0.2271	0.1420	0.005
<b>Perch (without defects)</b>				
115 count & under	0.1425	0.1140	0.0713	0.005
116 - 140	0.1150	<b>0.0920</b>	0.0575	0.005
141 - 160	0.1000	<b>0.0800</b>	0.0500	0.005
<b>Perch (other)</b>				
115 - count & under	0.0975	0.0780	0.0488	0.005
116 - 140	0.0925	0.0740	0.0463	0.005
141 - 160	0.0800	0.0640	0.0400	0.005
<b>Pollock</b>				
Large	0.1703	0.1363	0.0852	0.005
Small (½ - 2½ lbs.)	0.1406	0.1125	0.0703	0.005
Flounder	0.2271	0.1817	0.1136	0.005
Greysole	0.2271	0.1817	0.1136	0.005
Yellowtail	0.1839	0.1471	0.0919	0.005
Turbot	0.1622	0.1298	0.0811	0.005

**PREMIUM STANDARD**

<b>Catfish</b>	0.1136	<b>0.0838</b>	0.005
<b>Cusk</b>	0.0919	0.0703	0.005
<b>Hake</b>	0.0865	0.0622	0.005
<b>Halibut</b>			
12 - 50	1.4276		
50 - 85	1.3735		
85 - 125	1.2545		
Whale	1.1356		
Chicken	1.0815		
Snapper	0.8436		
Damaged (over 12 lbs.)	0.9517		
Damaged (under 12 lbs.)	0.7138		

## **SCHEDULE "C"**

### **STANDARD CONTENTS OF MEDICINE CHEST**

1. Disinfectant Soap
2. Surgical Bowl
3. Medical Thermometer
4. Surgical Scissors
5. Tweezers (bias point)
6. Eye Shield
7. Eye Dropper
8. Blunt Forceps
9. Bed Pan
10. Urinal Bottle
11. Air Splints
12. Stretcher
13. Triangular Bandage
14. Hernia Belt
15. Fingertip Dressings
16. Cough Syrup
17. Tourniquet
18. Pressure Dressings
19. Safety Pins
20. Absorbent Cotton
21. Boil Dressing
22. Gauze Bandages 1" to 4"
23. Gauze Pads
24. Band-Aids
25. Adhesive Medical Tape
26. Elastic Bandages
27. Eye Dressings
28. Eye Wash Solution
29. Eye Drops
30. Earache Drops
31. First Aid Record Book
32. Resuscitator Airway

33. Roll Gauze
34. Throat Lozenges
35. Nose Drops
36. Toothache Drops
37. Applicators
38. Hemorrhoid Suppositories
39. A.S.A. Tablets
40. 222 Tablets
41. Darvon N Co.
42. Penicillin Tablets
43. Flu Capsules (APC & C)
44. Gravol Tablets
45. Orodets Tablets
46. Epson Salts
47. Bromo or Alka Seltzer
48. Kalpec for diarrhoea
49. Castor Oil
50. Ex-Lax
51. Minards Liniment
52. Friars Balsam
53. Antibiotic Healing Ointment
54. Rubbing Alcohol
55. Peroxide
56. Telfa Pads
57. Tr. Metaphen
58. Topical Ointment or Vaseline
59. Ophthalmic Ointment
60. Sulfathiazole Healing Ointment
61. Tubegaueze
62. Knuckle Pads
63. 2½" Elastoplast Strip
64. Antiphlogistine Ointment
65. Anti-Acid Tablets
66. Advanced First Aid Manual

67. Sterile Eye Solution Squeeze Bottle
68. Leather Wrist Strap
69. Bottle Smelling Salts
70. Sodium Sulamyd 10% Drop and/or Ointment

**NATIONAL SEA PRODUCTS LIMITED  
QUALITY GRADING PROGRAM FOR  
TRAWLER CAUGHT GROUND FISH**

Fish shall be graded, at the time of discharge, as Grade "A", Grade "B", Grade "C" or Reject according to the following procedures:

1. At-Sea Fish Handling Practices

To qualify as Grade A the following requirements shall be met:

- (i) All fish shall be properly penned and shelved. To qualify as properly penned and shelved, the shelf boards shall be arranged according to a company approved shelving plan as posted on each vessel. The shelf boards should be resting on the shelf streaks (strongbacks) at the time of discharge and there should be no indication that the shelf boards rested on ice. Fish will not under any circumstances be downgraded for improper shelving caused by reasons that are beyond the control of the fishermen such as: penboards buckling from the weight of fish and ice, stanchions being distorted, shelf streaks improperly installed by shore personnel, etc.
- (ii) All fish shall be properly iced. Proper icing is achieved when each shelf of fish is encased in ice on all sides, top, and bottom and ice is mixed through the fish at time of discharge. Heavy layers of ice and layers of fish with no ice mixed through the fish shall not be considered proper



icing. Fish shall not be downgraded for poor icing if the company fails to remove contaminated ice or ice that is more than 2 trips old.

- (iii) The fish flesh shall be 3.3 degrees Centigrade (38 degrees Fahrenheit) or less but not frozen at the time of discharge.
- (iv) All fish shall be properly washed so that they do not contain sand, mud, gravel, any sea bottom debris or extreme amounts of blood at time of discharge.
- (v) All fish that are required to be gutted shall be cleanly gutted so that the gut content shall be less than 1% by weight at the time of discharge. Fish that contain more than 1% gut content by weight shall not qualify as Grade "A". All fish shall be properly ripped so that they are not ripped beyond the anal opening to ensure the fish are suitable for machine processing and so that they are not ripped on the side so as to affect fillet yield or the product in which the fillet can be packed.

All fish that are required to be bobtailed (all turbot and all flatfish except greyscale) shall be properly bobtailed so that proper bleeding is assured and so that fillet yield is not affected. Tails shall not remain attached to the fish in any single days catch, providing 10% or less of the fish have the tails attached the fish shall qualify as Grade "A". When more than 20% of the fish have the tails attached the fish shall not qualify as Grade "A" and there shall be a weight deduction for tails that remain attached to the fish.

- (vi) **Boxed or containerized fish shall be properly filled and stacked so that the weight of one container is not resting on the fish in another container.**

In the application of all of the above standards in borderline cases the benefit of doubt shall always be given to the fish qualifying as Grade "A". Fish that do not meet the above requirements shall be downgraded to Grade "B" provided they are wholesome and satisfy other standard requirements.

The purpose of the above standards is to ensure all fishermen use good at-sea fish handling practices to ensure that they land the maximum amount of top grade fish. In application of these standards fish shall not be downgraded for any reason that is beyond the control of the fishermen themselves.

### **NATIONAL SEA PRODUCTS LIMITED FISH WEIGHING AND RECEIPT PROCEDURES**

- 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 specie 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 and water
  - (b) undersize fish
  - (c) inedible species
  - (d) green spots
  - (e) congenital defects not including normal infestation by worms
6. Deductions to be made from the gross weight shall be arrived at in the following manner:
  - (a) for ice and water - random samples, minimum of five (5) per shift, to determine appropriate percentages;
  - (b) for undersize fish - random samples, minimum of five (5) 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 five (5) per shift, to establish the appropriate percentage to be deducted from gross weight, or (ii) the actual weight of such species culled out on the production line;

- (d) *for* green spots - these fillets shall be culled out, weighed and converted back to dressed fish on the basis of a standard twenty-eight percent (28%) yield;
- (e) for congenital defects not including normal infestation by worms - in the same manner as green spots.

7. Deductions for reasons outlined in 5(d) and 5(e) 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 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 deductions 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 with without disruption through grievance and arbitration.

11. The receipt shall show the net processable fish as per species and size, the deductions from gross weight for items 5(a) to 5(e), and the reasons for same.

12. With respect to boxed or containerized fish the following shall apply:

- (a) For each species boxed or containerized fish, the contents of a minimum of 10% of the boxes or containers, randomly chosen, shall be applied to the entire catch as the basis for settling the trip.
- (b) With respect to quality dockside grading, a sampling procedure similar to that used for penned fish shall be applied to the sample boxes in A above, as the basis for determining the quality grades.

**SCHEDULE "D"**  
**ATLANTIC FISHERMEN'S RECORD BOOK PLAN**  
**PLAN CLASSIFICATIONS FOR**  
**POSITIONS ON DECK**

LEARNER	5/8 share
DECKHAND II	5/8 share or 1 share, if captain & crew of each vessel approve, for each trip
DECKHAND I	1 share
TRAWLERMAN	1 share plus .35% of Shared Stock

**DESCRIPTION OF CLASSIFICATIONS**

Note: Any person who sails on deck and is not registered in the Plan is to be considered a learner.

LEARNER	Fishermen who do not have proof of 30 sea days experience within any 90 day period prior to October 31, 1979. This includes any person registering who does not meet registry requirements for any other classification.
DECKHAND II	Fishermen who have proof of 30 sea days within any 90 day period before October 31, 1979 and who were not registered by that date. These persons still require a Deckhand Course or Deckhand Test to advance to Deckhand I.
DECKHAND I	Fishermen registered with the Plan prior to October 31, 1979. Also includes fishermen who have passed the Deckhand Course or Deckhand Test.

TRAWLERMAN Fishermen who have passed the Trawlerman Course or Trawlerman Test.

FOR FURTHER DETAILS SEE THE CLASSIFICATION DOCUMENT DATED OCTOBER 13, 1981 WHICH FOLLOWS:-

### **ATLANTIC FISHERMEN'S RECORD BOOK PLAN CLASSIFICATION DOCUMENT**

(October 13, 1981)

The Classifications recognized by the Atlantic Fishermen's Record Book Plan are Captain, Mate, Bosun, Chief Engineer, 2nd Engineer, Cook, Trawlerman, Deckhand I, Deckhand II and Learner.

#### **CAPTAIN, MATE, BOSUN, CHIEF ENGINEER, 2ND ENGINEER, COOK**

The Plan will designate the above classifications to those who meet the minimum requirements as indicated in paragraphs 1 through 6 inclusive. **Those** who wish to register in the Plan and receive one of these classifications must meet the requirements. The purpose of this section is not to imply that a fisherman cannot sail on any member **vessel** in one of these positions unless classified as such by the Plan. The purpose of this section is to give recognition to those who regularly sail on member **vessels** in one of these capacities.

1. Any fisherman who sails as Captain on a member **vessel** for 60 seadays within any 12 month period and who possesses a valid certificate where appropriate, shall be awarded that same classification by the Plan.

2. Any fisherman who sails as Mate on a member vessel for 60 seadays within any 12 month period and who possesses a valid certificate where appropriate shall be awarded that same classification by the Plan.
3. Any fisherman who sails as Bosun on a member vessel for 60 seadays within any 12 month period shall be awarded that same classification by the Plan.
4. Any fisherman who sails as Chief Engineer on a member vessel for 60 seadays within any 12 month period and who possesses a valid certificate where appropriate, shall be awarded that same classification by the Plan.
5. Any fisherman who sails as 2nd Engineer on a member vessel for 60 seadays within any 12 month period and who possesses a valid certificate where appropriate, shall be awarded that same classification by the Plan.
6. Any fisherman who sails as Cook on a member vessel for 60 seadays within any 12 month period shall be awarded that same classification by the Plan.

## TRAWLERMAN

A Trawlerman is a fisherman who has passed the Trawlerman Test or Course successfully. A Trawlerman receives the Trawlerman bonus when certified and entered in the Record Book Plan.

A fisherman who **has** sailed as Captain, Mate or Bosun for 60 seadays (Bosun on any one member fishing vessel) within a 12 month period and who holds a valid certificate (where applicable) and who then sails on the deck of a member vessel will automatically be classified as a Trawlerman.



Any Trawlerman who does not perform to the standard of the Trawlerman classification in the opinion of the Captain and ship's delegate shall not receive the Trawlerman bonus.

In the event that there is a dispute between the Captain and ship's delegate, the matter shall be referred to arbitration and the person may be required to retake the Trawlerman test.

### **DECKHAND I**

A Deckhand I is a fisherman who was registered with the Plan before October 31, 1979 or a fisherman who has passed the Deckhand Test or Course successfully.

Any fisherman who is registered as a Chief, 2nd Engineer, or Cook prior to October 31, 1979 will receive a Deckhand's share for sailing on deck unless the person is a registered Trawlerman.

Any fisherman who is registered as Chief, 2nd Engineer, or Cook after October 31, 1979 and who subsequently sails on deck is "eligible"\* to receive full share for 30 days after which the person must take and pass the Deckhand test to maintain the full share. \*"eligible" - depending on Captain and crew approval for each trip for each vessel.

### **DECKHAND II**

A Deckhand II is a fisherman who has proof of 30 seadays within any 90 day period or 40 seadays within an 18 month period before October 31, 1979 but was not registered by that date. This person still requires a Deckhand Course or Deckhand Test to advance to Deckhand I. A Deckhand II is eligible to receive full share with the approval of the Captain and crew on

each vessel for each trip. A fisherman claiming the above experience on a fishing vessel over 45 feet may be eligible for full share for a period of 30 days on a member vessel at the end of which time the person must provide the written proof of this experience and register as a Deckhand or will then receive 5/8 share as a Learner.

If a person is registered as Deckhand and is given full share, it is the Captain's responsibility to inform the Port of this decision.

A Learner is a fisherman who does not have proof of 30 seadays experience within a 90 day period or 40 seadays within an 18 month period before October 31, 1979. A Learner will receive 5/8 of a share. To advance to Deckhand a Learner must successfully pass the Deckhand Test or Course. Any fisherman who does not meet registry requirements for any other classification on deck will be classified as a Learner. Any unregistered person who sails on deck will be considered a Learner.

## TESTING

The Plan provides facilities and an examiner for testing of eligible candidates. Deckhand tests are available by appointment. The Trawlerman tests will be available by appointment once a month (on a day in the last week on each calendar month). Any eligible Deckhand may make an appointment to be tested on any other day provided:

- a) an examiner will be available
- b) candidate pays \$50 fee

When a Learner is eligible and requests a Deckhand Test, and is unable to take the test through no fault of his own, the Learner will receive Deckhand pay from

that day on until such time as a test date has been arranged and the Learner either declines or fails the test.

In order to take the Deckhand Test, a person must have 30 seadays within a 90 day period or 40 seadays within an 18 month period.

In order to take the Trawlerman Test, a person must have 270 seadays.

Sea Time required for Deckhand and Trawlerman tests or "proof of sea time before October 31, 1979" refers to time on any fishing vessel over 45 feet in length.

Persons attending school must be at least 17 years of age.

Documentation for Trawlerman and Deckhand Test or Course will include Record Book, statement of service form (blue) and statement of competency as a helmsman from a Captain.

## REGISTRATION

A person must be 16 years of age or more to be registered and have completed on a member vessel:

- 1) 30 seadays within a 90 day period
- or
- 2) 40 seadays within an 18 month period

The person must also be a Canadian citizen; landed immigrant; or have a work permit and a social insurance card.

A fisherman claiming experience prior to October 31, 1979 and desiring to be registered as a Deckhand II has 30 seadays on a member vessel to provide written proof of this sea time and register. Otherwise the fisherman will be considered a Learner.

Address:

Atlantic Fishermen's Record Book Plan

P.O. Box 910

Lunenburg, Nova Scotia

**B0J 2C0**

Facsimile # **(902) 634-4577**

Telephone # **(902) 634-8811**

Boyd F. Lee

Representative

Canadian Brotherhood of

Railway, Transport &

General Workers

Local **611**

Suite **208**

3700 Kempt Road

Halifax, N.S.

**B3K 4X8**

Dear Mr. Lee:

Re: **Christmas Sailings**

The Company, where possible, shall rotate vessels annually which land on December **24**.

If there are no landings on December **24** then vessels landing prior to December **24** will sail on the 8th day after landing.

Vessels sailing after Christmas will not sail prior to **1400** hours, December **27**.

Re: **Dockside Grading**

The Company and the Union shall establish a committee consisting of three members from each of the Union and the Company to discuss procedural problems and to develop and recommend solutions to

management concerning the dockside grading system. If a problem occurs during the discharge of a vessel, the Union steward will be called as soon as possible.

Re: Scheduling of **Sailings**

If the vessels sailing time must be changed for any reason, the crew will be advised of the rescheduled time within two hours. If the vessel does not sail at this scheduled time, the sailing will be rescheduled to the next day.

If a problem arises, the time will be reset realistically one time only for that day.

If the vessel is not ready to sail at the rescheduled time, the sailing will be postponed to the following days.

Sincerely,

David E. Reid  
Vice President Human Resources  
National Sea Products Limited