

LABOUR AGREEMENT
BETWEEN
CONNORS BROS.
CLOVER LEAF SEAFOODS COMPANY
AND
THE CHARLOTTE SEAFOOD
EMPLOYEES ASSOCIATION

EFFECTIVE JANUARY 1, 2018
DECEMBER 31, 2021

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THIS AGREEMENT effective the 1st day of January 2018, between CONNORS BROS. CLOVER LEAF SEAFOODS COMPANY, in the County of Charlotte and Province of New Brunswick, hereinafter called the "COMPANY"; and THE CHARLOTTE SEAFOOD EMPLOYEES ASSOCIATION, a Committee representing the hourly and piece work paid employees of Connors Bros. Clover Leaf Seafoods Company manufacturing plants located in Charlotte County, New Brunswick, hereinafter called the "COMMITTEE".

ARTICLE 1 - PURPOSE

1.01 It is the intent and the purpose of the parties hereto that this Agreement will provide a better economical, industrial and social relationship between the employer and the employees. Although this article does not limit the ability of the Company to assign the work or to sub-contract work; where it is practical and possible, the Company will have the work performed by members of the bargaining unit. Lead Hands and those above rank of Lead Hand shall not perform Bargaining Unit work to the extent that such work would replace a Bargaining Unit employee.

1.02 To set forth the terms mutually agreed upon covering the wages, hours of work and conditions of employment.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Committee as the sole bargaining agent for all of their hourly and piece work paid employees, full-time and casuals engaged in the Manufacturing Operations, and Warehouse Operations, located in Charlotte County, save and except full-time lead hands, foremen, supervisory staff, and persons above the rank of LEAD HAND, Foreman or Supervisor, security personnel, office/clerical/admin staff, plant clerical staff, employees in the retail operations, Stores/Purchasing and employees engaged in work of a confidential nature and employees under a Temporary Foreign Worker program.

NOTE: Both the Company and the CSEA want to stop employees from making deals between employees and management that alters the Collective Agreement. Employees may have a suggestion and they should pass those suggestions to their CSEA Reps. Supervisors must pass their suggestions to their Managers.

(a) The Committee shall consist of representatives from all areas of the Company with the exception of the Head Office.

(b) The members of the Committee shall be elected every 2nd year by secret ballot for a period of two years with half the Committee elected on even numbered years and the other half elected on the odd numbered years.

(c) Agreed Rules of Conduct for Representatives and Grievance Committeeperson:

(i) Representatives or Committeeperson will be released during working hours only for the investigation of grievances or to attend meetings mutually agreed by the Company and the Committee.

(ii) If a Representative or Committeeperson wishes to be released to investigate a grievance, he will inform his foreman of the place of the grievance, and request permission to be released.

(iii) Upon entering the department of a foreman other than his own, a Representative or Committeeperson will inform that foreman of the nature of the grievance he is investigating.

(iv) If requested by the Representative or Committeeperson, the aggrieved employee may be released and the supervisor will mark out on the employee's card and note on this card that he is discussing his grievance.

(v) The Company will pay the Representative or Committeeperson and aggrieved employee at their regular straight time rates for such time spent processing grievances provided such activity takes place on the premises and that all requirements of these rules have been observed by the Representative or Committeeperson and the aggrieved employee.

(vi) A Representative or Committeeperson who is investigating a grievance shall have his foreman mark on his card the fact that he is investigating a grievance. Upon return to his regular department, his foreman will verify his card and authorize payment at his regular straight time rate without premiums (packers at their waiting time rate).

(vii) Grievances shall not be investigated or processed while the employees involved are working overtime.

(viii) The Company shall not be responsible for the pay of any Committeeperson or other employee represented by the Committee when involved in preparation for, or attendance at arbitration hearings at Step Four of the grievance procedure.

(ix) It is mutually agreed that there shall be no abuse or excessive use of time spent investigating grievances.

(x) Upon request of an officer of the Association, Representatives or Committeeperson will be released without loss of pay to attend Association Meetings.

2.02 No employee shall make any verbal or written agreement which may conflict with the provisions of this Agreement unless the agreement of the Committee is first obtained.

2.03 Committee Meetings:

- (a) Full committee meetings will be held at least once every three months or a maximum of eleven meetings per annum.
- (b) All area managers or their appointed supervisors agree to meet at least once per month with their area's elected representatives.
- (c) The Director of Human Resources will meet at least once per month with the Committee Executives.

ARTICLE 3 - INTERPRETATION

3.01 Throughout this Agreement the masculine includes the feminine and the plural includes the singular and vice versa as the context may require.

3.02 (a) For the purposes of this Labour Agreement "Casual"; when in reference to an employee,

1. Casual (part-time) workers will be used by the Company to fill available positions throughout the plant.
2. Casual workers will only be used when Bargaining Unit (BU) employees are not available to perform the required work or other situations that the Employee Committee may approve.
3. During non-peak season, casuals will generally be scheduled for up to 24 hours per week and generally be used to cover unplanned absences or vacancies when Full-time Bargaining Unit employees are not available.
4. During peak season, casuals may be scheduled for up to 40 hours per week and may be used to cover vacancies when Full-time Bargaining Unit employees are not available. In the assignment of overtime, during Peak Season, regular Full-time employees will be given preference over Casual and Student workers.

5. Casual employees will be covered by the articles of this agreement except articles:
 - a. Article 5, 6, 7, 10, 11, 12, 17, 20 where the Employment Standards Act shall apply,
 - b. Articles 17 and 20 apply where the employee is temporarily assuming the responsibilities of a Full Time role (See paragraph #4).
6. If a Casual worker is the successful applicant for a Bargaining Unit position vacancy, half of the time spent doing that job on a casual basis will be applied against the time required to complete the probationary period.
7. Bargaining Unit employees who chose to be hired as Casuals will lose all seniority, benefits and vacation entitlement 2 months after taking a casual position. However, Years of Service will not be affected by this move.
8. At no time will the number of Casual employees exceed 15% of the hourly workforce.

(b) Students are defined as persons under the age of 18 and going to school.

3.03 (a) A lay-off is defined as a shortage of work exceeding one (1) week in duration. After having been notified of a layoff, the first day of normally scheduled work on which the notified employee does not work as a result of this layoff will be considered the first day of the layoff.

(b) Reasonable is defined as free from bias, prejudice or discrimination; supervising without fear or favour; and acting without subterfuge or abuse.

(c) Temporary is defined as that which is not permanent.

(d) Brother-in-law is defined as the husband of one's sister or the brother of one's current spouse.

(e) Sister-in-law is defined as the wife of one's brother or the sister of one's current spouse.

3.04 For the purpose of this Labour Agreement, common-law spouse will be defined as:

The employee's legal Spouse, or a person who has, for at least twelve consecutive months, been continuously living with the Employee in a role like that of a marriage partner.

3.05 For the purpose of this Labour Agreement, the Deep Can is the "0.15" can.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Except to the extent abridged by the Seniority Rules, Grievance Procedures and other specific provisions of this Labour Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights and authority to manage the business, as such rights existed prior to the execution of this Agreement with the Committee. The enumeration of its rights and authority shall not be considered to exclude those not stated in the article.

4.02 The sole and exclusive rights of Management which are not abridged by this Agreement shall include, but are not limited to:

(a) its right to establish or continue policies, practices and procedures for the conduct of the business, and from time to time, to change or abolish such policies, practices or procedures;

(b) to determine, and from time to time, re-determine, the number, location and types of its operations, and the methods, processes, and materials to be employed, including, at the employer's discretion, the hourly payroll may be processed on a bi-weekly basis;

(c) to discontinue processes or operations in whole or in part;

(d) to transfer, sell or otherwise dispose of its business in whole or in part or to discontinue performance by employees of the Company;

(e) to determine, and from time to time re-determine, the number of hours per day or per week operations shall be carried on;

(f) to select and to determine, and from time to time re-determine, the number and types of employees required;

(g) to assign work to such employees in accordance with the requirements determined by the Company;

(h) to establish and change work schedules and assignments;

(i) to transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons;

(j) to make and enforce reasonable rules for the maintenance of discipline and protection of life, property, product quality, shareholder interests and sustain the viability of the business, all of which are at the sole determination of the Company. To this extent, the Company has the right to require employees to read, adhere to and acknowledge by signature such documentation as;

- 1) A Code of Practice (Employee Handbook)
- 2) A Business Code of Conduct and Ethics
- 3) Rules relating to Safety

(k) to suspend, discharge, or otherwise discipline employees for just cause;

(l) to take such measures as management may determine to be necessary for the orderly or economical operation of the Company's business;

(m) to establish from time to time rules and regulations governing employment covered by this Labour Agreement, provided such rules are not inconsistent with the provisions of this Agreement; and

(n) to introduce or to continue, and from time to time discontinue and re-introduce as management may determine to be necessary, an incentive plan. See Article 21 – Rates of Pay

ARTICLE 5 - SENIORITY

5.01 Seniority shall be based on combined, continuous service to the Company. For those employees not in the bargaining unit on December 31, 1987 and transferred into the bargaining unit after this date, they shall receive from their last date of hire 50% credit for all time worked outside the bargaining unit prior to the completion of their first probationary period and full credit for any service from the date of their first transfer into the bargaining unit. A seniority list prepared by the Company shall be posted in each department and a copy supplied to the Committee on the 1st working day of July each year, showing for each employee:

- (a) Name
- (b) Seniority Date

Such seniority list shall contain the names of all persons having or retaining seniority.

See Appendix E – Employees Acknowledgement Form

5.02 Each employee shall be permitted a period of fifteen (15) calendar days from the date of call back to protest any omissions or incorrect postings affecting his seniority.

5.03 New employees will be regarded as probationary for the first 600 hours worked of their employment and shall have no seniority standing until completion of such probationary period. The probationary period must be completed within eighteen months of the date of hire, or within a subsequent calendar year, or a new probationary period shall begin. Upon successful completion of the probationary period, the employee's seniority shall be dated as of the first day worked of the qualifying period. Upon completion of 480 hours worked, the employee's rate will be adjusted and the employee will be entitled to Holiday pay in accordance with Article 7.

(a) All non-bargaining unit employees upon becoming part of the bargaining unit will not exercise their seniority for a period of 480 working hours after becoming a member of the bargaining unit.

(b) All lead hand positions which are to last more than 240 hours in duration will be posted and the selection criteria for these positions will be as per Article 5.08. Employees spending more than 240 hours during a 12 month period doing lead hand duties will not be covered by this agreement and Seniority where applicable will be calculated as per Article 5.01.

See Letter of Understanding "Lead Hands"

5.04 Employees shall retain and accrue seniority:

(a) While on pregnancy leave not to exceed 18 months or lay-off not to exceed twelve months.

(b) While on Sick Leave or Workers' Compensation not to exceed twenty-four months. A letter will be sent to the employee, with a copy to his representative, giving him three months' notice. If an employee is off on Workers' Compensation and returns to work prior to the twenty-four month period expiring, works 240 or more hours and goes out on the same compensation claim as he was out on initially, the twenty-four month period will commence again.

(c) When on approved leave of absence, as approved by the Human Resource Department. When applying for an Approved leave due to illness or injury, the employee is required to;

- 1) Establish that the employee is disabled and unable to perform any of their duties,
- 2) Make every reasonable attempt to cooperate with the employer, in the employers attempt to employ the employee on suitable alternative employment consistent with their restrictions.

5.05 When as a result of having been successful for a job posting or transfer an employee moves to another department, he will for a period of 240 hours worked be entitled to return to his department of origin in accordance with his seniority; however, he will not be able to exercise his seniority in his new department for a period of 240 hours worked. This article will not restrict the Company's right to transfer the employee to any other department, including his department of origin.

5.06 Employees shall lose all seniority if:

- (a) The employee quits or resigns. An employee is considered to quit if he does not report to work or notify the foreman or plant manager within two (2) days of his absence; or applies for withdrawal of vacation pay to date.
- (b) The employee is discharged.
- (c) The employee fails to return to work following lay-off within two (2) working days after being notified of the availability of work (except in the case of an employee who is employed elsewhere who is allowed one (1) week to report, if so requested).
- (d) The employee has not been recalled to work within twelve (12) months of his layoff. Employees who have not been recalled after eleven (11) months will receive a letter stating that if they are not recalled within one (1) month, their seniority will be lost; the President of the Committee will receive a copy of this letter. Such letters will be sent by Registered Mail.
- (e) The employee fails to return to work at the expiration of an approved leave of absence, or indicates that he does not intend to return.
- (f) The employee knowingly makes false statement on application of leave of absence (i.e. sickness, pregnancy, etc.)

Note: In the event of an employee separation or dismissal, the Association will receive notification within five working days of the time the Human Resources Department is notified.

5.07 (a) In making selections for lay-offs and recalls from lay-offs, seniority shall control provided the senior employee has the ability to do the available work. When determining an employee's "ability" to do the available work, the Company will give consideration to the skills, the abilities, qualifications and past work history of available employees, against the physical and skill demands of the position.

(b) Lay-offs and recalls shall be made on a departmental basis and there shall be no bumping from one department to another.

1) For seasonal layoffs or recalls, the company will provide a list of those employees impacted to the department's representative at least 48 hours prior to the effective date of the layoff or recall.

2) For unplanned layoffs and recalls the company will try to provide the representative a list of those employees impacted 24 hours prior to the effective date of the layoff or recall, if the department representative is unavailable a copy of the list will be provided to an executive member of the CSEA for review.

The representative shall be given reasonable time to review the layoff or recall list and may discuss it with the department supervisor.

Employees can be temporarily recalled to a position outside their registered Dept. provided:

1. The Company has attempted to recall the qualified employees that are from the Department in question and still requires employees from other departments,
2. The Company calls qualified employees to do the job starting with the most junior employees out on lay-off,
3. The recall is for a period of at least 5 calendar days,
4. The employee will be paid a rate of pay as determined by applying Article 21.05.

(c) After eight (8) months on lay-off, an employee will be given preference to be hired in another department over part time or new employees if he has the ability to do the available work.

5.08 In hiring to fill vacancies or new jobs, selections will be made on the basis of qualifications, efficiency and physical fitness. Where all other factors are relatively equal, seniority shall be the deciding factor. Where practical and possible, employees with seniority will be given preference over the hiring of part time or new employees to fill posted vacancies, conditional that they can do the available work and fulfill the aforementioned conditions.

Where practical and possible, part time employees will be given the preference over the hiring of new employees to fill posted vacancies, conditional that they can do the available work and fulfill the aforementioned conditions.

5.09 (a) The purpose of a job posting is to make management aware of any qualified person who may be interested in a posted job.

(b) The Company agrees to post all trade job openings and all apprentice trade job openings in all plants covered by this Labour Agreement. Other job openings that pay more than six percent above the general labour rate will be posted in all plants covered by this Labour Agreement. This does not rule out other people who may want to apply for the job opening.

(c) Where the qualifications of the job have changed materially, the Director of Human Resources shall review with the Committee President the required qualifications of a job posting prior to its being posted for jobs covered by this Labour Agreement.

ARTICLE 6 - VACATIONS

6.01 The vacation year shall be from January 1st to December 31st.

6.02 No vacations shall be taken without the consent of the Company which will endeavour to meet the wishes of the individual employee. The Plant Manager shall make the decision as to exactly when and how many consecutive weeks vacation an employee will take; however, he will not force anyone to take his vacation prior to October 30th of the calendar year.

6.03 All eligible employees shall receive a vacation pay of ten percent (10%) of their prior year's earnings. To be eligible for ten percent (10%) vacation pay, an employee must:

(a) have twenty-five (25) years consecutive service with the Company. In the case of this 5th week, the Company will award this entitlement in the month following the date of the employee's twenty-fifth (25th) anniversary. Vacation pay for this extra week in this year will be equal to that paid to the employee for each of the preceding four (4) weeks vacation. Credit for one year of service will be given to any employee who worked eighty percent (80%) of the time work was available in a given year. Time off for illness or being on Workers' Compensation will be considered time worked.

(b) not have worked for another employer at a time when work was available with the Company. Such employment will automatically cause an employee to forfeit all previously accumulated benefits.

(c) have worked in every year during the period under consideration unless he/she had a leave of absence due to Maternity or Child Care Leave. Maternity Leave shall not exceed 61 calendar weeks and Child Care Leave shall not exceed 12 or 17 weeks in duration. In either event the total leave will not exceed 78 weeks.

(d) Employees, who are entitled to a 5th week of vacation, are entitled to one week of vacation entitlement to be broken up into days. Employees are required to apply for chosen days by submitting their request on a Vacation Request Form except in the case of an emergency or verified illness. The opportunity to break up a “weeks vacation” into smaller increments than 1 full week is limited to 1 week only, effective with an employee attaining the 5 week vacation entitlement.

6.04 All eligible employees shall receive a vacation pay of eight percent (8%) of their prior year's earnings. To be eligible for eight percent (8%) vacation pay, an employee must:

(a) have twelve (12) years consecutive service with the Company. Credit for one year of service will be given to any employee who worked eighty percent (80%) of the time work was available in a given year. Time off for illness or being on Workers' Compensation will be considered time worked.

(b) not have worked for another employer at a time when work was available with the Company. Such employment will automatically cause an employee to forfeit all previously accumulated benefits.

(c) have worked in every year during the period under consideration unless he/she had leave of absence due to Maternity or Child Care Leave. Maternity Leave shall not exceed 61 calendar weeks and Child Care Leave shall not exceed 12 or 17 weeks in duration. In either event the total leave will not exceed 78 weeks.

(d) Employees who are entitled to a 4th week of vacation; are entitled to one week of vacation entitlement to be broken up into days. Employees are required to apply for chosen days by submitting their request on a Vacation Request Form except in the case of an emergency or verified illness. The opportunity to break up a “weeks vacation” into smaller increments than 1 full week is limited to 1 week only, effective with an employee attaining the 4 week vacation entitlement.

6.05 All eligible employees shall receive a vacation pay of six percent (6%) of their prior year's earnings. To be eligible for a six percent (6%) vacation pay, an employee must:

(a) have six (6) years consecutive service with the Company. Credit for one year of service will be given to any employee who worked eighty percent (80%) of the time work was available in a given year. Time off for illness or being on Workers' Compensation will be considered time worked.

(b) not have worked for another employer at a time when work was available with the Company. Such employment will automatically cause an employee to forfeit all previously accumulated benefits.

(c) have worked in every year during the period under consideration unless he/she had leave of absence due to Maternity or Child Care Leave. Maternity Leave shall not exceed 61 calendar weeks and Child Care Leave shall not exceed 12 or 17 weeks in duration. In either event the total leave will not exceed 78 weeks.

6.06 All employees who are not eligible for ten percent (10%), eight percent (8%) or six percent (6%) vacation pay (see Articles 6.03, 6.04 and 6.05) will receive vacation pay of four percent (4%) of their previous year's earnings.

6.07 An employee who works two hundred and twenty-five (225) days or more will be classified as a steady employee and, as such, must take two (2) weeks time off for a vacation if he receives a four percent (4%) vacation pay, three (3) weeks time off for a vacation if he receives a six percent (6%) vacation pay, or four weeks time off for a vacation if he receives an eight percent (8%) vacation pay. An employee eligible for ten percent (10%) vacation pay will receive four weeks time off for vacation and a maximum of one additional week at the Company's discretion.

6.08 If an employee works less than two hundred and twenty-five (225) days, he may be permitted to take time off equivalent to vacation time earned or he may just receive vacation pay without any time off.

6.09 For any vacation, an employee must have completed the required number of years service before he starts the vacation year for which he is eligible.

6.10 Suitable dates for vacations shall be arranged between employees and the appropriate Company personnel. Once a vacation schedule has been approved and posted, the Company shall not change it without the employee's agreement, except in the case of an emergency and then it will be mutually agreed as to the new date. Likewise, the employee shall not change vacation days without the employer's agreement. Time off for vacation purposes are addressed by a Vacation Request Form.

If there is any conflict between two or more employees with respect to allocation of vacations, preference shall be given to the senior employee. However, preference will be given to the first and second week selected by the junior employee versus the third, fourth or fifth week selected by the senior employee. (Please note: The first and second week selected does not refer to their order in the calendar but are the weeks by order of choice).

Employees required to work on a scheduled Vacation day will be paid at the rate of time and one half (1 ½) for all hours worked plus the related vacation pay and the minimum guarantee of 3 hours applies.

See Letter of Understanding – Vacation Schedule

6.11 Vacation pay will be paid in one week increments at a mutually agreeable time.

ARTICLE 7 - HOLIDAYS

7.01 All eligible employees will be paid eight (8) hours at their current straight time regular rate for each of the following holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	New Brunswick Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

Note: Employees on a regularly scheduled shift other than eight hours will be paid for their regularly scheduled number of hours should they lose these hours because of the scheduled holiday; otherwise they will receive eight hours pay. Those hours in excess of eight hours will not be used for pay calculations for overtime.

7.02 Piece work paid employees will be paid eight (8) hours at the waiting time rate.

7.03 To be eligible for the above holidays with pay, an employee must have seniority status and must have worked on one of the seven calendar days immediately preceding the date on which the holiday is observed and must have worked their full shift on his/her last scheduled working day immediately preceding the day the holiday is observed and his first full scheduled working day immediately following the day the holiday is observed. An employee with seniority who has worked on one of the seven calendar days immediately preceding the date on which the holiday is observed and who has a pre-approved absence for the last scheduled day of available work preceding the holiday will be eligible for holiday pay.

See Letter of Understanding "Holidays"

7.04 a. Except for Canada Day and New Brunswick Day, it is Company policy definitely not to pack on these holidays.

b. The Company shall determine when the Canada Day holiday will be observed. In the event that the holiday will not be observed on the actual date, the holiday shall be observed on the Monday or Friday nearest to the actual date of the holiday.

c. Where production needs require that a holiday not be observed on the actual date or in accordance with Article 7.04 (b) or 7.06, the Company shall review with the Committee when the holiday will be observed.

7.05 Employees required to work on paid holidays will be paid for the holiday plus time and one half (1 ½) for all hours worked on holidays.

7.06 If one of the holidays, with the exception of Boxing Day, falls on Saturday or Sunday, the Company shall determine whether the holiday will be observed on the preceding Friday or following Monday. If Boxing Day falls on Saturday, Sunday or Monday, it will be a management decision whether it will be observed or not; however, it will be paid for in either event.

7.07 Where a statutory holiday falls during an employee's vacation time off, and the employee is otherwise entitled to be paid for the holiday, the holiday will be re-scheduled for that employee such that the employee will be granted a day off with pay, at a time agreed to by the supervisor and the employee, or at the employee's discretion, may be cashed out.

ARTICLE 8 - GRIEVANCE PROCEDURE & ARBITRATION

8.01 A grievance is defined as an alleged violation of a specific article or section of this Labour Agreement. If any such grievance arises, there shall be no stoppage or suspension of work or discriminatory action by the Company because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedure.

(a) After the Director of Human Resources becomes aware of an offence, the Company shall within five (5) working days either take disciplinary action or notify the offender(s) that disciplinary action is being contemplated.

(b) The time limits may be extended by mutual agreement and shall exclude Saturdays, Sundays and holidays.

8.02 Step One: Within five (5) days of the time a grievance arises, the employee alone or with the assistance of a Representative, may present the grievance to his foreman or supervisor. Within two (2) days after the presentation of the grievance, the foreman or supervisor shall give his answer orally to the employee and the Representative involved or to the Committee President and the Representative involved. Any grievance which cannot be adjusted at Step One shall be referred to the Committee President or his alternate and committed to writing for adjustment at the next step.

8.03 Step Two: If the grievance is not resolved at Step One, the Committee President may, within five (5) working days of receipt of the foreman's or supervisor's answer, submit to the Department Manager a signed, written statement of grievance. Upon receipt of the written grievance, the Department Manager or his designated Representative shall within three (3) days meet with the Committee President or his designated representative and, if necessary, the Representative concerned to attempt to resolve the grievance. The Company representative shall give the Committee President or his alternate an answer in writing no later than three (3) days after the above mentioned meeting.

PLEASE see Attached STATEMENT OF GRIEVANCE FORM in Back of Booklet

8.04 Step Three: If the grievance is not resolved at Step Two, representatives of the Company shall within seven (7) days meet with the Committee President, or his designated representative, and such other representative of the Committee as may be designated, accompanied by the representative from the department or the employee involved.

8.05 Step Four: If a satisfactory disposition of the grievance is not made as a result of the meeting(s) provided for in Step Three, either the Company or the Committee, by written notice to the other, shall have the right to appeal the dispute to arbitration as hereinafter provided. Such notice of appeal must be given within ten (10) days from the date of the Company's answer provided for in Step Three above.

8.06 Grievances affecting more than two (2) employees may be treated as a group grievance submitted by the local Committee President and will be submitted in writing at Step Two within six (6) days of the occurrence giving rise to the grievance.

8.07 The Notice of Intention to Arbitrate shall state the matter at issue, identify the articles of the Agreement alleged to be violated, state the contention of the employee and the Committee with respect to these provisions and indicate the remedy sought.

8.08 Within five (5) days after the date of delivery of the Notice of Intention to Arbitrate, both parties shall meet to agree on the selection of the Arbitrator.

8.09 If within five (5) days the parties cannot reach agreement on selection of the Arbitrator then either party may request the Minister of Labour of the Province of New Brunswick to appoint an arbitrator.

8.10 Power of the Arbitrator. It shall be the function of the Arbitrator to make decisions in cases of alleged violation of specific articles and sections of the Agreement.

(a) The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

(b) The powers of the Arbitrator shall be limited to deciding whether either party has violated the express articles or sections of the Agreement. He shall not imply obligations and conditions binding upon the Company from this Agreement, it being specifically understood that any matter not specifically set forth herein remains within the reserved rights of the Company.

(c) In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred to the parties without decision or recommendation on its merits.

(d) Claims for Back Pay. The Company shall not be required to pay back wages for more than five (5) days prior to the date the grievance was filed.

(i) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of the back pay.

(ii) No decision in any case shall require a retroactive wage adjustment in any other case.

(iii) In a disciplinary case, the arbitrator shall have the power to order a reduced penalty.

8.11 There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Committee, its members, the employee(s) involved, and the Company. The Committee and the Company shall discourage any attempt by its members, and shall not encourage or co-operate with any of its members in an appeal to any court or labour board regarding the decision of an Arbitrator.

8.12 The fees and expenses of the Arbitrator shall be shared equally by the Company and the Committee. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 9 - STRIKES & LOCKOUTS

9.01 During the term of this Agreement, the Committee will not authorize, promote, direct, condone or encourage any slowdown or other curtailment or restriction of production or interference with work in or about the Company's plants or premises nor will employees take part in any such action.

9.02 During the life of this Agreement, the Committee will not authorize, promote, direct, condone or encourage any strike, sit down, stoppage or suspension of work, complete or partial, for any reason by employees covered by this Agreement, nor will the employees take part in such action.

9.03 During the Life of this Agreement, the Company will not lock out employees.

9.04 During the course of negotiations for a renewal or extension of the Agreement, the Committee will not authorize, promote, direct, condone or encourage a strike of employees, nor will employees take part in such action. During this period, the Company will not lock out employees or change any of the provisions of this Agreement.

9.05 In the event of a strike or stoppage of work, the Committee agrees that no attempt will be made by the Committee to interfere in any way with the movement of engineers which would prevent them from performing their work in connection with the operation of plant refrigeration or heating units. Further, the Committee agrees that sufficient notice (not to exceed 7 days) will be given to the Company pending action and that necessary services will be allowed to continue to ensure that there is no spoilage or deterioration of fish on hand, raw material, semi-finished or stored products on the premises, and that safety and security services can be maintained at all times, but shall not include the shipping of finished products after the start of a strike.

9.06 In the event of an emergency during a strike, the Company will call out the employees required to carry out all necessary repairs and they shall report when so requested by the Company.

9.07 Employees who violate the provision of Article 9 shall have created a cause for disciplinary action including discharge. Any claim by any party against the other of a violation of this article shall be subject to arbitration as provided under the Grievance Procedure & Arbitration article of this agreement.

9.08 In the event that the procedure for settlement of contract negotiations has been completed in accordance with the Labour Relations Act, the Committee agrees to give the Company seven (7) days written notice of its intention to strike.

ARTICLE 10 - INSURANCE

10.01 The Company agrees to administer the Long Term Disability Plan as presented and approved by the Committee effective June 1, 1980 for all employees joining and contributing to this plan after this date.

10.02 The Company agrees to administer and pay 60% of the premium for all employees joining the Life Insurance/A.D.&D. Plan consisting of the following coverage:

Employee	\$50,000
Spouse	\$10,000
Children	\$5,000

10.03 The Company agrees to administer a Health Plan and pay 60% of the premium for all employees. Employees are eligible to join the Plan upon successful completion of their probationary period and must join the plan upon having 3 years of service with the Company.

ARTICLE 11 - ABSENTEEISM

11.01 Regular attendance at work is necessary for efficiency of operations. The absence of an employee without notification is considered indifference to the interests of the Company and fellow employees. All employees must report all absences to the Department Supervisor, one (1) hour prior to the commencement of their shift.

11.02 An employee absent because of illness or injury that disables them from performing their job (or majority of the job), will make every effort to cooperate with the Company's attempt to assess and accommodate their ailment so the employee can return to work safely and promptly.

11.03 Absence without cause (culpable/blameworthy absence) is grounds for discipline, which will generally be applied based on the principles of progressive discipline, depending on the situation and the employee's employment history.

11.04 Article 11.03 will be in force except where there is a formalized demerit system in force. In this instance, only the demerit system will apply.

11.05 Where practical and possible, it will be Company practice to give employees who have physical restrictions that prevent them from performing the duties of their normal work assignment, temporary or permanent assignment and re-classification to available vacancies, which they can perform. Employees are required to cooperate with the Human Resources department in collecting the medical information necessary to make an informed decision and provide timely and thorough feedback to assess the appropriateness of the assignment. NOTE: Such assignments will not replace more senior employees who normally perform these jobs, nor will this work be of a nature which may hamper the recovery or aggravate the injury, and must be consistent with the employee's "Physical Capacity". (It should be noted that when offering employees these jobs, seniority may not necessarily apply for filling these vacancies).

ARTICLE 12 - TIME OFF

12.01 A reasonable amount of time off without pay or penalty will be granted to all employees based on the following conditions:

- a. An employee must receive permission from his supervisor prior to taking time off. See Appendix "D" for Request For Absence Authorization form.
- b. Not more than five percent (5%) of the employees in any one department may request time off for any one day.

12.02 Bereavement leave will be granted in the case of death for the following family members of an employee:

Relation	Duration	Definition
Spouse or Child	5 days or maximum 40 hrs.	Spouse includes: common law partner Child includes: Your child, a still-born child and the child of that spouse who currently resides with the employee.
Immediate Family	3 days or maximum 24 hrs.	The immediate family is defined as mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law and current step-parents
Brother-in-law or Sister-in-law	1 day	Of the current spouse
Pallbearers (excluding "Honorary Pallbearers")	8 hours	

- a. The Company agrees that in the event of a death of an employee's spouse or child, it will grant up to five (5) days leave of absence with pay to a maximum of 40 hours at the employee's straight time hourly rate. It shall include only those days when work was available and the employee is scheduled to work.

- b. For those who are eligible to receive bereavement leave less than five (5) days, the leave must fall between the time of death and burial and include the day of the funeral.
- c. Employees other than the immediate family who are required to serve as pallbearers (excluding "Honorary Pallbearers") will be paid eight (8) hours at their regular hourly rate the day of the funeral should this day fall on a day they would normally have worked.
- d. Paid leave shall be only granted for those having been an employee for a minimum of sixty (60) calendar days.
- e. Paid leave shall only be for those qualified employees who attend the funeral.
- f. In the case of paid bereavement leaves, concerning employees currently employed in a position paid by "piecework", the applicable hourly rate will be the "waiting time" rate.
- g. Employees may elect to defer a portion of their entitlement under the 5 or 3 day or 1 day to the day of the burial in the case of a "winter passing".

12.03 If an employee is injured at work and is required to go to a hospital or clinic for treatment on the day of injury, and if he reports back promptly to work that day, he shall be paid for the time missed while under treatment or awaiting treatment.

12.04 An eligible employee required to be absent from work by reason of jury duty shall be paid the difference between jury pay and his regularly scheduled hours during the time he was absent on jury day. To be eligible for this benefit, the employee must have been employed by the Company, or available for work, the sixty (60) calendar days prior to being called for jury duty and must have worked ninety percent (90%) of the hours work was available.

ARTICLE 13 - TIME CLOCKS

13.01 (a) Time clocks may be installed in the plants to be used by the employees.

(b) Any employee punching another employee's card will be dismissed.

(c) Should the Company elect to install electronic time keeping and/or identity verification, the management agrees to meet with the Association Committee prior to implementation to review how best to introduce the change in technology.

(d) Employees need to punch in in sufficient time to walk to their work station by the scheduled start time. Employees are not to linger or hold back to facilitate a more favorable punch-out calculation.

ARTICLE 14 - UNIFORMS & SUPPLIES

14.01 All employees working in food processing areas will be provided one (1) free uniform or smock each year, and the employee will be required to purchase additional uniforms or smocks as required by the Company. Employees in other areas will be provided up to one (1) free uniform per year upon purchase of a uniform. Those employees without seniority will be supplied any supplies covered under this article at the Company's discretion.

(a) Baader Machine Operators will receive nylon gloves and rubber gloves as required and will receive two (2) aprons every one hundred (department) days worked. In the case where a department has distinct work areas, for example the Snack Line and Golden Smoke Areas, workers will receive their supplies based upon one hundred working days for that area within the department.

(b) Precooker workers, Clean-Up Crew, Fishmeal and Wet End workers all shall receive rubber boots and rubber gloves when a worn out pair is turned in.

(c) Where employees work in an area of abnormally high noise levels, the Company will supply five pairs of hearing protection for each one hundred (100) days worked.

(d) Snack Line workers will receive two (2) aprons, and five (5) pairs of nylon gloves for those that use them each one hundred (100) department days worked. In the case where a department has distinct work areas, for example the Snack Line and Golden Smoke areas, workers will receive their supplies based upon one hundred working days for that area within the department.

(e) The Company will provide those employees who require them in the Wet End and Fishmeal, oil clothes or rain gear of enduring quality for their use; however, they will remain the property of the Company.

14.02 The employees will be expected to buy such additional uniforms or smocks, hairnets and/or other supplies as they may require them.

14.03 The Company will provide at fifty percent (50%) less than cost (In 2018 = \$60.00, in 2019 = \$65.00, in 2020 = \$70.00, 2021 = \$75.00) on the purchase of up to two (2) pairs of CSA approved safety boots to all employees required to wear safety footwear, who wish to purchase them for use in the work environment, when worn out.

NOTE: Replacement is approved when the dept. manager submits to HR

For employees in the Sealing Room, Fishmeal, all Maintenance Departments and Wet End workers, the Company will provide at fifty percent (50%) less than cost (In 2018 = \$60.00, in 2019 = \$65.00, in 2020 = \$70.00, 2021 = \$75.00) on the purchase of four (4) pairs of CSA approved safety boots/steel toed rubber boots when worn out.

All employees are required to wear footwear appropriate for the work environment. In case of employees who work on the production floor, said footwear would be:

- Totally enclosed
- Non-skid sole
- Suitable for exposure to shoe baths and sanitation floor foaming, being water resistant.

The Company reserves the right for sanitation and or safety purposes, to approve or not approve an employee's choice of footwear.

(a) See Letter of Understanding – “Captured Footwear”

14.04 The Company will provide safety helmets for all employees who require them. If an employee loses a helmet, he will be expected to replace it at his own cost.

14.05

- Employees who use coveralls regularly will be provided one (1) free pair with each purchase (maximum of two (2) pairs annually).
- Employees in the Welding Shop, Maintenance crew, and Fishmeal, will be provided up to a maximum of three (3) pairs annually.
- Employees who require insulated coveralls will receive one (1) free pair for each pair purchased up to a maximum of one pair per annum.
- Employees will receive 50% to a maximum of \$100.00 on the cost of Company approved Insulated Jacket and Pants once annually.

See Letter of Understanding - “Company Issued Garments”

14.06 The Company will provide Packers with reasonable amounts of tape as required for packing.

14.07 Light plastic gloves will be supplied to Packers (including SAP Line) who request them.

14.08 Full time Packers will be supplied two (2) pairs of scissors, two (2) dozen pairs of nylon gloves, three (3) aprons each one hundred (100) plant days packed. All non-probationary full time packers are entitled to these supplies provided they use them in their work. SAP II Line workers will receive two (2) dozen pairs of nylon gloves, three (3) aprons each one hundred (100) days packed.

14.09 Busse workers will be supplied with replacement gloves when used ones are turned in.

14.10 Employees who regularly use plastic aprons and cloth aprons will receive two (2) plastic aprons or one (1) cloth apron each one hundred days worked. Plastic sleeves will be issued as required when a worn out pair is turned in.

14.11 The Company will be expected to keep sufficient supplies of articles in Article 14 at all times.

ARTICLE 15 - PAY DAY

15.01 Pay day will normally be after 3:00 p.m. on Thursdays or at the end of the work shift; which is ever the later. Should attendance at work on Fridays become an issue; because of the Thursday pay days, pay days will revert back to Fridays.

15.02 On pay day, if the employees have completed their work early, they will receive their pay advice prior to leaving for the day.

15.03 If there is no work available on pay day, employees will be able to pick up their pay advice at three p.m. on Thursday.

15.04 Payment by direct deposit is mandatory for all employees. Pay day on a week with a Holiday will be on Friday if required by the Company.

ARTICLE 16 - MISCELLANEOUS

16.01 Meal Allowance

All employees working away from their normal place of work for an extended period of time and unable to return home for dinner will be asked to carry their noon lunch with them if they are returning home at the end of each work period.

16.02 Tools

a. The Company agrees to replace tools which are broken on the job provided they are turned in when they are broken.

b. The Company will pay fifty percent (50%) replacement cost for any tool lost or stolen up to a maximum of one hundred and fifty dollars (\$150.00) per annum for those employees required to use their own hand tools for work provided the value of the tools used by the employee exceeds one hundred fifty dollars (\$150.00). Liability under the clause shall relate only to tools on the list of tools filed by the employee with his departmental supervisor. This list will include the estimated value of each item.

16.03 Licensing

In view of the Provincial Licensing Requirements for Electricians, Welders and Stationary Engineers, the Company agrees to pay annual licensing fees for those employed by the Company in these trades.

16.04 Training Bonus

(a) Those employees who have received the Company's approval, and successfully complete training in a provincially recognized trade, will receive a bonus provided the employee returns to work for the Company for a period of three months. Payment will be made after the employee has completed 1 month of work and may be recovered against vacation pay or other entitlements until 3 months work is served. The employee will receive forty percent (40%) of the normal wages for an eight hour work day for each day trained and reimbursement for tuition paid.

(b) In the case of a Journeyman, you must serve two (2) years at that Journeyman level related to the ticket last received as of June 30, 2008, else should you leave, you will be required to pay back to the employer all costs paid by the employer under Article 16.03 & 16.04.

16.05 It is understood, both parties having bargained in good faith, that during the term of this Labour Agreement the Committee will not seek benefits above those negotiated for in articles expressly covered by this Agreement. This is not intended to limit the rights of individual employees or the rights of the Provincial Employment Standards Director Under Article 65.

16.06 Where the Company plans to implement a change in technology that is likely to result in a permanent discontinuance of all or part of its operations in Blacks Harbour and such decision is likely to result in the permanent lay-off of either fifty percent (50%) of the full time employees in the department or twenty (20) (or more) full time employees, then the Company will request a meeting with the Association Executives sixty (60) days before the anticipated date of permanent lay-off provided time permits, to advise the Association of:

1. The changes in technology that are planned
2. The positions and employees most likely affected
3. The date of the anticipated lay-offs

16.07 The parties agree that the entitlements outlined under the Employment Standards Act relating to Notice, or pay in lieu of notice and/or severance, are the appropriate entitlements for the full time employees in the Bargaining Unit.

ARTICLE 17 - HOURS OF WORK

17.01 The Normal Work Week

(a) Nothing in this agreement shall be interpreted to imply or convey a guarantee of daily, weekly, monthly, etc., hours of work.

(i) The normal Work Week for most employees will be based on an average forty (40) hour Work Week

(ii) The normal work day may consist of a shift that is based on:

- a. A daily shift of eight (8) hours, scheduled over a 5 day period, or
- b. A daily shift of ten (10) hours, scheduled on 4 or 5 different days, or
- c. A daily shift of twelve (12) hours, scheduled over an extended period of time, or
- d. Such other shifts the parties jointly agree to

(iii) The Work Week can be scheduled over one (1) week (in the case of eight (8) hour shifts or two (2) weeks or a longer period depending on the duration of a full cycle).

(b) A regularly scheduled shift can be changed for the purposes of pay calculation, by giving the employee 48 hours notice of a shift change or notification before the completion of his last regularly scheduled shift, whichever is the greater, otherwise, those hours outside the previously scheduled shift will be paid at time and a half (1 ½) for the first and second day of the shift.

See Letter of Understanding – “Hours of Work – Wet End”

17.02 Breaks and Meal Periods

- 1. Rest Breaks** - Under normal circumstances, rest breaks will be scheduled at approximately half way through a 4 consecutive hour period. This break will allow employees to be away from their work station for 15 minutes and is generally paid for in the case of employees employed in a non-piecework paid activity. There will generally be 2 such breaks in a 8 or 10 hour daily shift. In the case of a 12 hour shift, the breaks may vary.
- 2. Meal Periods** - Under normal circumstances, meal periods are for a duration of between 30 – 45 minutes and are unpaid. Some exceptions will apply based on the use of continuous shifts/operation or a 24/7 operation or such similar situations.

17.03 If extended hours are necessary, a fifteen (15) minute rest period will be scheduled at the mid-point of an overtime period, if the overtime period is to be three (3) hours or more in length. Rest periods are not to exceed fifteen minutes in duration and shall not be scheduled more than three (3) hours since the last break.

17.04 No employee will be required to work more than five (5) consecutive hours without being given time off for a meal. The time off shall be a minimum of thirty (30) minutes to a maximum of one (1) hour. The employee will not be paid for this time.

17.05 No employee will be required to work more than fourteen (14) hours in one day or more than twenty-six (26) hours in two consecutive days. Longer hours may be worked on a voluntary basis.

17.06 No employee will be required to work after ten (10:00) p.m. if he is to be at work the next morning. Later hours may be worked on a voluntary basis.

17.07 Except where the shift(s) requested off is/are during a Production shut-down, any employee who works twelve (12) or more consecutive days and requests time off will be given up to two (2) days time off without pay. Should the employee, after having worked a minimum of twelve (12) consecutive days without time off, request one or two days time off before noon of the day prior and is required to work and does so, he will receive one hour penalty pay at his regular hourly rate for all hours worked to a total of eight hours for the first day and eight hours for the second day not given. No employee will be disciplined for not volunteering to work over twelve consecutive days.

ARTICLE 18 - GUARANTEED PAY

18.01 When an employee is called in for work and no work is available or there is a power or mechanical failure, he will be guaranteed three (3) hours at his regular hourly rate of pay; for piece work paid employees, three (3) hours at their waiting time rate. This regulation does not apply to any employee who has already accumulated a total of three (3) hours for that day; however, no employee will receive less than two hour's pay for any call out. Where employees are entitled to time and one half (1 ½) under Article 7.05 "waiting time" will be paid at time and one half (1 ½).

18.02 When Packers and Baader Machine Operators are called in for production and work is more than one half (½) hour late starting, they will be paid for the time up to a maximum of two (2) hours.

18.03 Waiting time of thirty (30) minutes or more for piece work paid employees and hourly paid employees during their shift will be paid at their waiting time rate. If a lunch break other than their normally scheduled lunch break is required, employees must be notified beforehand; in either event the lunch break will not be scheduled more than one hour before the normally scheduled lunch break.

18.04 See Letter of Understanding – "Standby Pay"

ARTICLE 19 - SHIFT DIFFERENTIAL

19.01 (a) Employees will be paid a shift differential for all hours worked, when scheduled to a shift commencing at three (3:00) p.m. or later. Employees will receive fifty cents (\$0.50) per hour above their basic hourly rate, and an increase to fifty-five cents (\$0.55) Jan. 1st 2020.

(b) Employees will be paid a shift differential for all hours worked, when scheduled to a shift commencing at eleven (11:00) p.m. or later. Employees will receive seventy cents (\$0.70) per hour above their basic hourly rate and an increase to eighty cents (\$0.80) Jan. 1st 2020.

19.02 There will be no compounding of the shift differential premium.

ARTICLE 20 - OVERTIME

20.01 Where the parties refer to time and one half (T 1 ½) in this article, the intention is to pay one and one half times the employee's regular rate, (or in the case of an employee temporarily transferred, at the rate required by the Collective Agreement) for all hours worked in excess of forty (40) hours in that Work Week.

20.02 For payroll purposes, the work week will commence Sunday morning at 0600 hours.

20.03 When extended hours of work are scheduled and this work is going to exceed one and one-half (1½) hours, the Company will give the employee at least one (1) hour's notice.

All employees who are requested to work will work unless a legitimate and acceptable reason is provided and permission granted to be absent. All inexcusable absences will be subject to disciplinary action.

20.04 When overtime work is required the Company will, subject to operational requirements, attempt to distribute the opportunity to work overtime equitably among all qualified employees in the department with seniority. Should no qualified employee in the department with seniority accept the opportunity, the Company may offer the opportunity to any qualified employee. Where practical and possible, the Company will offer the opportunity to bargaining unit employees.

20.05 No rate less than time and one-half (1½) the regular rate will be paid to any employee for the completion of the full term of his shift provided the employee was eligible for time and one-half (1½) during part of his shift and provided he has already worked forty (40) hours in the same Work Week.

20.06 Long haul tractor trailer drivers will be paid time and one-half (1½) after fifty (50) hours and short haul truck drivers will be paid time and one half (1½) after forty (40) hours.

ARTICLE 21- RATES OF PAY

21.01 It is agreed that Appendices "A1", "A2", "B", "C", "D", "E" and Letters of Understanding form part of this Labour Agreement.

21.02 Guarantees applied on a daily basis

	Current Rates
Probationary Packers (first 80 hours worked)	\$11.25 + \$0.75
Probationary Packers (80 – 160 hours worked)	\$11.25 + \$0.50
Qualified Packers (guaranteed minimum hourly rate)	\$11.25

21.03 All rates are based on the production methods in use at the present time. Should there be any change in these methods, the rates will be reviewed.

21.04 The basic rate for classified jobs will be the same in all plants. These classified rates need apply only while the employee is actually performing such a classified job.

21.05 When an employee is transferred temporarily from his regular job to a job of lower classification, his regular rate will be maintained for five (5) working days. When an employee is transferred temporarily to a job of higher classification, he will receive the higher rate for all hours worked at the higher classification provided he performs the duties of the higher classification for a period of four (4) or more consecutive hours.

In the instance of an hourly paid employee being temporarily transferred to a piece work paid job, his/her hourly rate will be maintained for at least the first 120 hours on piecework where the employee has not been working piecework for a rolling 12 months unless s/he requested such transfer or he volunteered. Or where medical evidence from a specialist warrants an exception.

A temporary transfer is defined as any transfer which has not been designated as a permanent transfer.

21.06 (a) An employee will be reviewed when he/she becomes more qualified. If the employee fails to meet the requirements for promotion the employee will be reviewed again, by the Company, when the employee so requests but not earlier than ninety (90) calendar days. Should the employee still fail to meet said requirements at that review the employee will not be reviewed again except at the Company's discretion. The results of each review will be made available to the employee, the representative and the Charlotte Seafood Employees Association Committee Executive.

(b) To establish rates of pay for new job classifications, a meeting will be held between Company representatives, including the Director of Human Resources, and representatives designated by the Committee to try to establish a rate. If this cannot be established, the Company will set a rate for a thirty (30) day probationary period. If this rate is appealed within that time, a further meeting will be held with the aforementioned groups, along with the authorized senior Manager, to try to establish a satisfactory rate.

(c) When introducing, discontinuing or re-introducing an incentive plan, the Company will notify the Committee.

21.07 Probationary employees will be paid thirty-five (35) cents less the regular rate of pay during the first 480 hours worked during the probationary period.

ARTICLE 22 - DISCIPLINE

22.01 The Company will not discharge, dismiss, suspend or otherwise discipline an employee except for just cause.

22.02 In the instance of progressive discipline, any warnings referred to for disciplinary action will be warnings which are in writing, a copy of which will be given to the employee and his representative, and are entered into the employee's personnel record.

ARTICLE 23 - TERMINATION OF AGREEMENT

23.01 This Agreement shall be effective from January 1, 2018 and remain in effect until, December 31, 2021 and upon expiry, shall automatically be renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not more than ninety (90) calendar days and not less than thirty (30) days prior to the expiration of the Agreement or any renewal thereof.

NEGOTIATING COMMITTEES:

COMPANY:

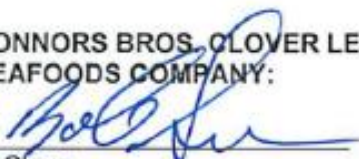


B. Sleva
T. Dunnett
D. Stuart

**CHARLOTTE SEAFOOD
EMPLOYEE ASSOCIATION:**

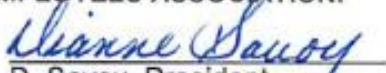

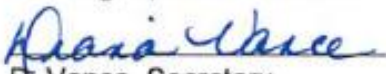
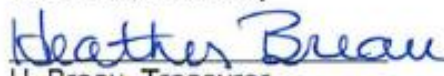

D. Savoy
K. Dougan
D. Vance
H. Breau
D. Wilkinson

AGREED TO AND ACCEPTED:

**CONNORS BROS. CLOVER LEAF
SEAFOODS COMPANY:**


B. Sleva

T. Dunnett

D. Stuart

**CHARLOTTE SEAFOOD
EMPLOYEES ASSOCIATION:**


D. Savoy, President

K. Dougan, Vice President

D. Vance, Secretary

H. Breau, Treasurer

D. Wilkinson, Representative

**APPENDIX
PRODUCTION**

APPENDIX A(1)		Rate Per Hour Effective Add-On is separate from wage increase			
		Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
		2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Gr. 1	Students (Minimum Wage)	\$11.25	\$11.25	\$11.25	\$11.25
Gr. 4P	Can Reconditioning, Clean Up Janitor, Golden Smoke Packers, Manual Pepper Worker, SAP/Fish Packing Reclaim Belt Operator, SAP Line Workers/Repack	\$14.43	\$14.79	\$15.16	\$15.54
Gr. 6P	Freezing & Holding Class II, General Labour, Hermasa Line Packer, QA Assistant	\$15.29	\$15.67	\$16.06	\$16.46

APPENDIX A(1) (Continued)		Rate Per Hour Effective Add-On is separate from wage increase			
		Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
		2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Gr. 7P	Hermasa Line Tray Off, SAP II Tray Off	\$15.53	\$15.92	\$16.32	\$16.73
Gr. 8P	Busse Cart Unloader, Can Washer Operator (#10), Clean Up Crew, Control Tank Operator, Freezing & Holding Class I, Labelling-Machine Operator 1 Machine, Labelling Room Tally Person, Lift Truck Operator Class II, Packing Room Tally Person Class II, Pan Station Operator, Precooker Operator, PreCut Machine Operator, Quality Control Inspector, Sealing Machine Feeder, Sealing Machine Operator, Smoker Operator, Snack Line Worker, Weigher	\$15.76	\$16.15	\$16.55	\$16.96

APPENDIX A(1) (Continued)		Rate Per Hour Effective Add-On is separate from wage increase			
		Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
		2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Gr. 9P	Tank Operator	\$15.94	\$16.34	\$16.75	\$17.17
Gr. 10P	Floor Person, Grading Room Operator, Depalletizer Operator, Labelling Machine Operator 2 Machines, Packing Room Tally Person Class I, Pollution Room Operator, Retort Operator II, Sauce Room Operator, Tally Person, Tank Room Operator B	\$16.04	\$16.44	\$16.85	\$17.27
Gr. 11P	Flow Wrapper Operator, Lift Truck Operator Class I, Vision Line Operator	\$16.26	\$16.67	\$17.09	\$17.52

APPENDIX A(1) (Continued)		Rate Per Hour Effective Add-On is separate from wage increase			
		Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
		2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Gr. 13P	Checker Class I, Quality Checker, Retort Hauler	\$16.58	\$16.99	\$17.41	\$17.85
Gr. 14P	Fish Unloading Pump Operator, Grading Room Operator A, Lift Truck Operator Class IA, Quality Assurance Coordinator Class II, Tank Room Operator A	\$16.82	\$17.24	\$17.67	\$18.11
Gr. 15P	Quality Assurance Co-Ordinator Class I, Retort Operator Class I	\$17.81	\$18.26	\$18.72	\$19.19
Gr. 16P	Quality Assurance Co-Ordinator Class IA	\$18.58	\$19.04	\$19.52	\$20.01

Cold Storage workers, when working in the cold, will receive an additional twenty cents (\$0.20) per hour.

PRODUCTION - PIECE WORK RATES

APPENDIX A(2) PACKING ROOM RATES SCISSOR PACK 1/4 CASES 100'S	Rate/Case/Hour Effective Add-On is separate from wage increase			
	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
2	\$3.46	\$3.55	\$3.64	\$3.73
2 Deep Can	\$3.70	\$3.79	\$3.88	\$3.98
3	\$3.76	\$3.85	\$3.95	\$4.05
3 Deep Can	\$4.04	\$4.14	\$4.24	\$4.35
4	\$4.67	\$4.79	\$4.91	\$5.03
4 Deep Can	\$4.87	\$4.99	\$5.11	\$5.24
5 - 7	\$5.62	\$5.76	\$5.90	\$6.05
5 - 7 Deep Can	\$5.83	\$5.98	\$6.13	\$6.28
8 - 9	\$7.78	\$7.97	\$8.17	\$8.37
8 - 9 Deep Can	\$8.00	\$8.20	\$8.41	\$8.62
10 - 12	\$8.71	\$8.93	\$9.15	\$9.38
10 - 12 Deep Can	\$8.99	\$9.21	\$9.44	\$9.68
13 - 17	\$11.35	\$11.63	\$11.92	\$12.22
13 - 17 Deep Can	\$11.59	\$11.88	\$12.18	\$12.48
18 Up	\$14.13	\$14.48	\$14.84	\$15.21
Fillets	\$4.81	\$4.93	\$5.05	\$5.18
Steaks 6 - 8	\$5.60	\$5.74	\$5.88	\$6.03
Steaks 9 - 12	\$6.18	\$6.33	\$6.49	\$6.65
Steaks 13 Up	\$6.33	\$6.49	\$6.65	\$6.82
PreCut 6-7	\$3.44	\$3.53	\$3.62	\$3.71
PreCut 5's	\$2.68	\$2.75	\$2.82	\$2.89
PreCut 4	\$2.41	\$2.47	\$2.53	\$2.59
PreCut 3	\$1.85	\$1.90	\$1.95	\$2.00
Chunk 4's	\$2.31	\$2.37	\$2.43	\$2.49
Chunk 3	\$2.12	\$2.17	\$2.22	\$2.28
Chunk 2	\$1.80	\$1.85	\$1.90	\$1.95
Nobbed Sardines 3	\$1.67	\$1.71	\$1.75	\$1.79
Nobbed Sardines 4	\$2.08	\$2.13	\$2.18	\$2.23
Nobbed Sardines 5-7	\$2.55	\$2.61	\$2.68	\$2.75
Nobbed Sardines 8 - 9	\$3.59	\$3.68	\$3.77	\$3.86
Scramble Pack Machine Cut	\$1.74	\$1.78	\$1.82	\$1.87

APPENDIX A(2) PACKING ROOM RATES PACKING TOOL 1/4 CASES 100'S	Rate/Case/Hour Effective Add-On is separate from wage increase			
	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
2	\$2.62	\$2.69	\$2.76	\$2.83
3	\$2.75	\$2.82	\$2.89	\$2.96
3 Deep Can	\$2.94	\$3.01	\$3.09	\$3.17
4	\$3.47	\$3.56	\$3.65	\$3.74
4 Deep Can	\$3.65	\$3.74	\$3.83	\$3.93
5 - 7	\$4.22	\$4.33	\$4.44	\$4.55
5 - 7 Deep Can	\$4.37	\$4.48	\$4.59	\$4.70
8 - 9	\$5.85	\$6.00	\$6.15	\$6.30
10 - 12	\$6.54	\$6.70	\$6.87	\$7.04
13 - 17	\$8.53	\$8.74	\$8.96	\$9.18
18 Up	\$9.64	\$9.88	\$10.13	\$10.38

PRODUCTION - PIECE WORK RATES

OVALS PER CASE 48's	Rate/Case/Hour Effective			
	Add-On is separate from wage increase			
	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Regular 3 - 4	\$3.15	\$3.23	\$3.31	\$3.39
Regular 5 - 6	\$3.46	\$3.55	\$3.64	\$3.73
Regular 7 - 8	\$3.65	\$3.74	\$3.83	\$3.93
Nobbed 3 - 4	\$2.04	\$2.09	\$2.14	\$2.19
Nobbed 5 - 6	\$2.16	\$2.21	\$2.27	\$2.33
Nobbed 7 - 8	\$2.31	\$2.37	\$2.43	\$2.49
Snacks 100's Regular	\$3.59	\$3.68	\$3.77	\$3.86
Snacks 100's Butterfly	\$3.84	\$3.94	\$4.04	\$4.14
Snacks 100's Golden Smoked (Hourly)	\$14.43	\$14.79	\$15.16	\$15.54

APPENDIX A(2) PACKING ROOM RATES S.A.P. II 1/4 CASES 100'S	Rate/Case/Hour Effective			
	Add-On is separate from wage increase			
	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
2	\$2.08	\$2.13	\$2.18	\$2.23
3	\$2.27	\$2.33	\$2.39	\$2.45
3 - 4 (Mixed)	\$2.52	\$2.58	\$2.64	\$2.71
4	\$2.77	\$2.84	\$2.91	\$2.98
4 - 7 (Mixed)	\$3.10	\$3.18	\$3.26	\$3.34
5 - 7	\$3.36	\$3.44	\$3.53	\$3.62
8 - 9	\$4.67	\$4.79	\$4.91	\$5.03
10 - 12	\$5.25	\$5.38	\$5.51	\$5.65
13 - 17	\$6.84	\$7.01	\$7.19	\$7.37
18 Up	\$8.52	\$8.73	\$8.95	\$9.17

HOURLY RATES FOR PACKERS

Holidays and Waiting Time	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
SAP	\$17.77	As set as the minimum pack Quantity Equivalent	As set as the minimum pack Quantity Equivalent	As set as the minimum pack Quantity Equivalent
Hand Packers	\$15.29	\$15.67	\$16.06	\$16.46

For SAP employees attaining less than the required **Hourly Equivalent**, they shall be paid their actual **Hourly Equivalent**.

Packers are probationary up to a maximum of 30 working days after being employed at which time their status will be reviewed.

NEW PRODUCTS

The Company will establish a testing piecework rate for a new product. Upon completion of the testing period, meetings will be held between the Company representatives including the Director of Human Resources and representatives of the Committee to try to establish a rate. If a rate is not established a further meeting will be held with the aforementioned groups, along with Senior Management of the appropriate division to try to establish a satisfactory rate. Once the rate has been established the employees who participated in the test will receive the difference between the established rate and the test rate for the testing period.

APPENDIX A(2) SHIPPING ROOM	Rate/Case/Hour Effective			
	Add-On is separate from wage increase			
	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Sardines 50's	\$0.22	\$0.23	\$0.24	\$0.25
Sardines 100's	\$0.55	\$0.56	\$0.57	\$0.58
Snacks	\$0.47	\$0.48	\$0.49	\$0.50
1 - lb. Ovals 24's	\$0.19	\$0.19	\$0.19	\$0.19
Hourly Picking Off	\$15.31	\$15.69	\$16.08	\$16.48

LABELLING	Rate/Case/Hour Effective			
	Add-On is separate from wage increase			
	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
	2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
Snacks 100's	\$4.35	\$4.46	\$4.57	\$4.68
Key Wrapped	\$4.35	\$4.46	\$4.57	\$4.68
Keyless Wrapped	\$4.36	\$4.47	\$4.58	\$4.69
Oval 1 Label 48's	\$1.45	\$1.49	\$1.53	\$1.57
Haddies and Round	\$1.62	\$1.66	\$1.70	\$1.74
Keyless 100's	\$0.75	\$0.77	\$0.79	\$0.81
Oval 2 Label 24's	\$1.20	\$1.23	\$1.26	\$1.29
Key Carton	\$1.62	\$1.66	\$1.70	\$1.74
Hourly Rates (base)	\$13.80	\$14.15	\$14.50	\$14.86

FISHMEAL OPERATIONS

APPENDIX B		Rate Per Hour Effective Add-On is separate from wage increase			
		Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
		2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
		Job Rate Rate Potential	Job Rate Rate Potential	Job Rate Rate Potential	Job Rate Rate Potential
Gr. 1	Student (Minimum Wage)	\$11.25	\$11.25	\$11.25	\$11.25
Gr. 6F	By-Products Operator Class VI, General Labour	\$15.29	\$15.67	\$16.06	\$16.46
Gr. 10F	By-Products Operator Class V	\$16.04	\$16.44	\$16.85	\$17.27
Gr. 11AF	PEM/Industrial Mechanic Class V	\$16.31 - \$20.39	\$16.72 - \$20.90	\$17.14 - \$21.43	\$17.57 - \$21.96
Gr. 13F	Bagger I, By-Products Operator Class IV	\$16.58	\$16.99	\$17.41	\$17.85
Gr. 14F	By-Products Operator Class III	\$16.82	\$17.24	\$17.67	\$18.11
Gr. 14AF	PEM/Industrial Mechanic Class VA	\$16.82 - \$21.03	\$17.24 - \$21.55	\$17.67 - \$22.09	\$18.11 - \$22.64
Gr. 15F	By-Products Operator Class II	\$17.04	\$17.47	\$17.91	\$18.36
Gr. 16F	PEM/Industrial Mechanic Class IV	\$17.56 - \$21.95	\$18.00 - \$22.50	\$18.45 - \$23.06	\$18.91 - \$23.64
Gr. 18F	By-Products Operator Class I	\$18.19	\$18.64	\$19.11	\$19.59

FISHMEAL OPERATIONS

APPENDIX B		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential
Gr. 18AF	PEM Industrial Mechanic Class IVA	\$18.19 -	\$22.74	\$18.64 -	\$23.30	\$19.11 -	\$23.89	\$19.59 -	\$24.49
Gr. 19AF	PEM/Industrial Mechanic Class III	\$18.81 -	\$23.51	\$19.28 -	\$24.10	\$19.76 -	\$24.70	\$20.25 -	\$25.31
Gr. 20F	By-Products Operator 1A	\$18.91		\$19.38		\$19.86		\$20.36	
Gr. 22F	PEM/Industrial Mechanic Class IIIA	\$19.70 -	\$24.63	\$20.19 -	\$25.24	\$20.69 -	\$25.86	\$21.21 -	\$26.51
Gr. 24F	PEM/Industrial Mechanic Class II	\$20.44 -	\$25.55	\$20.95 -	\$26.19	\$21.47 -	\$26.84	\$22.01 -	\$27.51
Gr. 26F	PEM/Industrial Mechanic Class IIA	\$21.41 -	\$26.76	\$21.95 -	\$27.44	\$22.50 -	\$28.13	\$23.06 -	\$28.83
Gr. 29AF	PEM/Industrial Mechanic Class I	\$22.97 -	\$28.71	\$23.54 -	\$29.43	\$24.13 -	\$30.16	\$24.73 -	\$30.91
Gr. 31F	PEM/Industrial Mechanic Class B	\$24.36 -	\$30.45	\$24.97 -	\$31.21	\$25.59 -	\$31.99	\$26.23 -	\$32.79
Gr. 34F	PEM/Industrial Mechanic Class A	\$26.24 -	\$32.80	\$26.90 -	\$33.63	\$27.57 -	\$34.46	\$28.26 -	\$35.33
Gr. 36F	PEM/Industrial Mechanic Class A+	\$28.03 -	\$35.04	\$28.73 -	\$35.91	\$29.45 -	\$36.81	\$30.19 -	\$37.74
Gr. 40F	PEM/Industrial Mechanic Class A++	\$29.84 -	\$37.30	\$30.59 -	\$38.24	\$31.35 -	\$39.19	\$32.13 -	\$40.16

MAINTENANCE RATES

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential
Gr. 1	Students (Minimum Wage)	\$11.25		\$11.25		\$11.25		\$11.25	
Gr. 8T	Carpenter Class V	\$15.76 - \$19.70		\$16.15 - \$20.19		\$16.55 - \$20.69		\$16.96 - \$21.20	
Gr. 8AT	General Labour (Maintenance)	\$15.76		\$16.15		\$16.55		\$16.96	
Gr. 8BT	Plant Maintenance Class E	\$16.70		\$17.12		\$17.55		\$17.99	
Gr. 10T	Fabrication Class VA, Heavy Equipment Operator Class III, Marine Mechanic Class V, Refrigeration Operator Class IV	\$16.04 - \$20.05		\$16.44 - \$20.55		\$16.85 - \$21.06		\$17.27 - \$21.59	
Gr.11AT	Apprentice Machinist Probationary, Apprentice Stationary Engineer, Electrician V, Fabrication Class V, PEM/Industrial Mechanic Class V, Plumber V	\$16.31 - \$20.39		\$16.72 - \$20.90		\$17.14 - \$21.43		\$17.57 - \$21.96	

MAINTENANCE RATES (Continued)

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential
Gr. 12T	Refrigeration Mechanic Class IV	\$16.45	\$20.56	\$16.86	\$21.08	\$17.28	\$21.60	\$17.71	\$22.14
Gr. 13T	Plumber Class VA	\$16.58	\$20.73	\$16.99	\$21.24	\$17.41	\$21.76	\$17.85	\$22.31
Gr. 14T	Apprentice Machinist V, Carpenter Class IV, Fabrication Class VA, Heavy Equipment Operator Class II, Marine Mechanic Class IV, PEM/Industrial Mechanic Class VA, Plumber Class IV, Refrigeration Operator Class III, Welder Class V-B Plate	\$16.82	\$21.03	\$17.24	\$21.55	\$17.67	\$22.09	\$18.11	\$22.64
Gr. 14AT	Plant Maintenance Class D	\$18.05		\$18.50		\$18.96		\$19.43	
Gr. 15T	Carpenter Class III	\$17.04	\$21.30	\$17.47	\$21.84	\$17.91	\$22.39	\$18.36	\$22.95

MAINTENANCE RATES (Continued)

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential
Gr. 16T	Apprentice Machinist VA, Apprentice 4th Class Stationary Engineer, Electrician Class IV, Fabrication Class IV, PEM/Industrial Mechanic Class IV	\$17.56	\$21.95	\$18.00	\$22.50	\$18.45	\$23.06	\$18.91	\$23.64
Gr. 17T	Carpenter Class II, Marine Mechanic Class III, Plumber IVA, Refrigeration Mechanic Class III	\$17.64	\$22.05	\$18.08	\$22.60	\$18.53	\$23.16	\$18.99	\$23.74

MAINTENANCE RATES (Continued)

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase			
		Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
		2.5% Increase	2.5% Increase	2.5% Increase	2.5% Increase
		Job Rate Rate Potential	Job Rate Rate Potential	Job Rate Rate Potential	Job Rate Rate Potential
Gr. 18T	Plumber Class III, Welder Class IV-F3 Approved, Apprentice Machinist IV, Fabrication Class IVA, Heavy Equipment Operator Class I, PEM/Industrial Mechanic Class IVA,	\$18.19 - \$22.74	\$18.64 - \$23.30	\$19.11 - \$23.89	\$19.59 - \$24.49
Gr. 18AT	Electrician Class III	\$18.19 - \$22.74	\$18.64 - \$23.30	\$19.11 - \$23.89	\$19.59 - \$24.49
Gr.18BT	Plant Maintenance Class C	\$19.50	\$19.99	\$20.49	\$21.00
Gr. 19T	Plumber Class IIIA	\$18.49 - \$23.11	\$18.95 - \$23.69	\$19.42 - \$24.28	\$19.91 - \$24.89

MAINTENANCE RATES (Continued)

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job	Rate	Job	Rate	Job	Rate	Job	Rate
		Rate	Potential	Rate	Potential	Rate	Potential	Rate	Potential
Gr. 19AT	Apprentice Machinist IVA, Fabrication Class III, PEM/Industrial Mechanic Class III, Plumber Class II, Refrigeration Operator Class I	\$18.81	- \$23.51	\$19.28	- \$24.10	\$19.76	- \$24.70	\$20.25	- \$25.31
Gr. 20T	Carpenter Class I, Welder Class III-F3 Qualified	\$18.91	- \$23.64	\$19.38	- \$24.23	\$19.86	- \$24.83	\$20.36	- \$25.45
Gr. 21T	Marine Mechanic Class II, Refrigeration Mechanic Class II	\$19.32	- \$24.15	\$19.80	- \$24.75	\$20.30	- \$25.38	\$20.81	- \$26.01
Gr. 22T	Apprentice Machinist III, Carpenter Class B, Fabrication Class IIIA, PEM/Industrial Mechanic Class IIIA, Plumber IIA, Stationary Engineer Class IV, Welder Class II-F4 Approved	\$19.70	- \$24.63	\$20.19	- \$25.24	\$20.69	- \$25.86	\$21.21	- \$26.51

MAINTENANCE RATES (Continued)

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential
Gr. 22AT	Welder Class IIA-F4 Approved	\$19.70	\$24.63	\$20.19	\$25.24	\$20.69	\$25.86	\$21.21	\$26.51
Gr. 22BT	Plant Maintenance Class B	\$21.05		\$21.58		\$22.12		\$22.67	
Gr. 23T	Electrician II, Marine Mechanic Class I	\$20.16	\$25.20	\$20.66	\$25.83	\$21.18	\$26.48	\$21.71	\$27.14
Gr. 24T	Apprentice Machinist IIIA, Carpenter Class A, Fabrication Class II, PEM/Industrial Mechanic Class II	\$20.44	\$25.55	\$20.95	\$26.19	\$21.47	\$26.84	\$22.01	\$27.51
Gr. 25T	Refrigeration Mechanic Class I	\$21.03	\$26.29	\$21.56	\$26.95	\$22.10	\$27.63	\$22.65	\$28.31
Gr. 25BT	Plant Maintenance Class A	\$22.72		\$23.29		\$23.87		\$24.47	

MAINTENANCE RATES (Continued)

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential
Gr. 26T	Apprentice Machinist II, Apprentice 3rd Class Stationary Engineer, Fabrication Class IIA, PEM/Industrial Mechanic Class IIA, Plumber Class I, Welder Class I-F4 Qualified	\$21.41	\$26.76	\$21.95	\$27.44	\$22.50	\$28.13	\$23.06	\$28.83
Gr. 27T	Electrician Class I, Industrial Control Technologist I, Welder B	\$22.02	\$27.53	\$22.57	\$28.21	\$23.13	\$28.91	\$23.71	\$29.64
Gr. 28T	Plumber B	\$22.63	\$28.29	\$23.20	\$29.00	\$23.78	\$29.73	\$24.37	\$30.46
Gr. 28AT	Stationary Engineer Class III	\$23.71	\$29.64	\$24.30	\$30.38	\$24.91	\$31.14	\$25.53	\$31.91
Gr. 29AT	Apprentice Machinist IIA, Electrician Class IA, Fabrication Class I, PEM/Industrial Mechanic Class I, Sealing Machine Mechanic Operator Class IIA	\$22.97	\$28.71	\$23.54	\$29.43	\$24.13	\$30.16	\$24.73	\$30.91

MAINTENANCE RATES (Continued)

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential
Gr. 30T	Electrician Class C, Industrial Control Technologist II	\$23.35	- \$29.19	\$23.93	- \$29.91	\$24.53	- \$30.66	\$25.14	- \$31.43
Gr. 30AT	Fabrication B, Machinist I, Plumber A, Sealing Machine Mechanic Operator Class I	\$24.07	- \$30.09	\$24.67	- \$30.84	\$25.29	- \$31.61	\$25.92	- \$32.40
Gr. 31T	PEM/Industrial Mechanic Class B	\$24.36	- \$30.45	\$24.97	- \$31.21	\$25.59	- \$31.99	\$26.23	- \$32.79
Gr. 32T	Refrigeration	\$24.74	- \$30.93	\$25.36	- \$31.70	\$25.99	- \$32.49	\$26.64	- \$33.30

MAINTENANCE RATES (Continued)

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential	Job Rate	Rate Potential
Gr. 33T	Apprentice 2nd Class Stationary Engineer, Electrician Class B, Fabrication A, General Machinist, Industrial Control Technologist III, Licensed HVAC Level I, Tool & Die Maker Class IV, Sealing Machine Mechanic Operator Class IA	\$25.66	\$32.08	\$26.30	\$32.88	\$26.96	\$33.70	\$27.63	\$34.54
Gr. 34T	PEM/Industrial Mechanic Class A	\$26.24	\$32.80	\$26.90	\$33.63	\$27.57	\$34.46	\$28.26	\$35.33
Gr. 34AT	Stationary Engineer Class II	\$28.69	\$35.86	\$29.41	\$36.76	\$30.15	\$37.69	\$30.90	\$38.63
Gr. 35T	Electrician Class A, Industrial Control Technologist IV, Mechanic Operator Class B	\$27.19	\$33.99	\$27.87	\$34.84	\$28.57	\$35.71	\$29.28	\$36.60
Gr. 36T	PEM/Industrial Mechanic Class A+	\$28.03	\$35.04	\$28.73	\$35.91	\$29.45	\$36.81	\$30.19	\$37.74

MAINTENANCE RATES (Continued)

APPENDIX C		Rate Per Hour Effective Add-On is separate from wage increase							
		Jan. 1, 2018		Jan. 1, 2019		Jan. 1, 2020		Jan. 1, 2021	
		2.5% Increase		2.5% Increase		2.5% Increase		2.5% Increase	
		Job	Rate	Job	Rate	Job	Rate	Job	Rate
		Rate	Potential	Rate	Potential	Rate	Potential	Rate	Potential
Gr. 38T	Electrician A+, Industrial Control Technologist V, Mechanic Operator Class A	\$28.69	- \$35.86	\$29.41	- \$36.76	\$30.15	- \$37.69	\$30.90	- \$38.63
Gr. 39T	Electrician Class A++, Industrial Control Technologist VI	\$29.96	- \$37.45	\$30.71	- \$38.39	\$31.48	- \$39.35	\$32.27	- \$40.34
Gr. 40T	PEM/Industrial Mechanic Class A++	\$29.84	- \$37.30	\$30.59	- \$38.24	\$31.35	- \$39.19	\$32.13	- \$40.16

APPENDIX "D"

**REQUEST FOR ABSENCE AUTHORIZATION
For Absences of 1, 2 or 3 Days**

EMPLOYEE NAME: _____

DEPARTMENT: _____

Shift: 1st 2nd 3rd Date of Request: D M Y

Details of and Reason for Request: _____

Signature of Employee: _____

Response of Supervisor: _____

Signature of Supervisor: _____

Signature of Manager: _____

Signature of Human Resources: _____

TO BE COMPLETED BY DEPARTMENT SUPERVISOR:

Circle Reason for Absence as Indicated Below:

- | | | | |
|----|-------------------|----|--------------------|
| A | Accident on Duty | LA | Leave of Absence |
| B | Accident off Duty | PS | Personal Sickness |
| C | Discipline | SF | Sickness in Family |
| DF | Death in Family | V | Vacation |
| H | Holiday | X | Unexcused Absence |
| J | Jury Duty | EX | Excused |

Other: _____

APPENDIX "E"

EMPLOYEE ACKNOWLEDGEMENT FORM

I _____, understand the following changes to the Agreement will affect my employment relationship and my rights under the Collective Agreement.:

- 1) There shall be a new category of employee that is called, "Seasonal",
- 2) To be considered a "Seasonal Employee" , the employee must have a permanent residence that is greater than 200 kilometers away from the Plant,
- 3) "Seasonal employees" are employees who continue to acquire Company **service**, but have NO seniority and as a result, are NOT subject to the usual Recall and Layoff pecking order and/or the considerations related to same. One must understand there is a difference in the meaning of Seniority and meaning of Service.
- 4) "Seasonal Employees" will be expected to be available for active employment as early as May 1st of each year and,
- 5) "Seasonal Employees "will be permitted to be absent from work attendance effective Nov 1st of each year, so they can return to their permanent residence and/or take vacation. It is likely that there will not be sufficient work opportunities after this date to keep these employees fully employed.
- 6) "Seasonal Employees" will be laid-off when the shortage of work suggests that is appropriate and recalled when there is work available.
- 7) Seasonal employees are eligible to participate in the Insurance benefits that all full time employees participate in.
- 8) Seasonal employees are members of the bargaining unit.
- 9) This letter may be amended by mutual agreement at any time.

APPENDIX "E" (Continued)

IF the above named employee wishes to be declared a "SEASONAL EMPLOYEE" , then the employee MUST:

- 1) Read this letter very carefully in the presence of an Association Executive member,
- 2) Ask whatever questions they wish to ask to understand the effect of this employee request will have on the employee's seniority,

I, _____, understand the effects and consequences of requesting that I be deemed a "Seasonal Employee" and I wish to be deemed a Seasonal employee and I accept the changes. I understand that I must provide whatever information the Company requests to verify my residence and remain a Seasonal Employee, whenever the Company so requests.

Dated _____, 2018.

The EMPLOYEE

The Association Executive member

STATEMENT OF GRIEVANCE

LOCATION: _____ DEPARTMENT: _____

EMPLOYEE'S NAME: _____ CLASSIFICATION: _____

DEPARTMENT: _____ SUPERVISOR'S NAME: _____

TIME OF VIOLATION: _____
(STARTED) _____ (ENDED)

TASK / JOB / MACHINE INVOLVED: _____

DETAILS OF COMPLAINT, ARTICLE AND SECTION OF AGREEMENT VIOLATED:

(ATTACH A SEPARATE SHEET IF NECESSARY)

DATE: _____

COMPLAINANT SIGNATURE: _____

STEP #1 - SUPERVISOR

SETTLEMENT REQUESTED: _____

DELIVERED TO SUPERVISOR ON: _____ SUPERVISORS INITS.: _____

SUPERVISOR'S REPLY: _____

RETURNED TO EMPLOYEE (REP) ON: _____

ACCEPTED _____

REJECTED _____

STEP #2 – DEPARTMENT MANAGER

SETTLEMENT REQUESTED: _____

DELIVERED TO MANAGER ON: _____ MANAGERS INITS.: _____

MANAGERS REPLY: _____

RETURNED TO CSEA PRESIDENT ON: _____

ACCEPTED _____

REJECTED _____

STEP #3 – HR DIRECTOR

DELIVERED TO HR DIRECTOR ON: _____ DIRECTOR'S INITS.: _____

DIRECTOR'S REPLY: _____

RETURNED TO CSEA PRESIDENT ON: _____
CSEA'S INITS.: _____

ACCEPTED _____

REJECTED _____

STEP #4 – ARBITRATION

REFERRED TO ARBITRATION ON: _____

AUTHORIZED SIGNATURES: _____

**CONNORS BROS.
LEAVE OF ABSENCE APPLICATION**

NOTE* This application must be completed and returned to your Supervisor for approval no later than two weeks prior to your request for leave date. Except for instances where circumstances don't provide enough time.

NAME: _____ PAYROLL NUMBER: _____

ADDRESS: _____ TELEPHONE NUMBER: _____

DEPARTMENT: _____ DATE OF SENIORITY: _____

I hereby make application for a Leave of Absence and submit the following information in support of this application

TYPE OF LEAVE

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> Maternity | <input type="checkbox"/> Jury Duty |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Public Office |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Attendance at School (if applicable to work) |
-

NOTE: A Leave of Absence requested for medical reasons requires supporting medical documentation. Maternity and Child Care Leaves require confirmation of expected date of delivery by physician.

A request for an extension of a Leave of Absence must be submitted prior to the expiry date of the current leave to avoid the loss of seniority.

Please state any other relevant facts, which would help in considering your request: _____

BENEFIT COVERAGE DURING YOUR LEAVE OF ABSENCE:

- Health Insurance remains in effect for the duration of your leave.
- Basic and Dependent Life Insurance remains in effect during your leave for a maximum of 24 months.
- Accidental Death & Dismemberment Insurance remains in effect during your leave for a maximum of 12 months.

Please contact the Benefits Department at Ext. 1551 to confirm payment arrangements

LEAVE OF ABSENCE APPLICATION (Continued)

Dates for which leave is requested: FROM: _____ TO: _____

I hereby certify that the statements I have made in this application are correct and true in every respect and fully understand my obligations towards the Company.

Employee Signature: _____ Date: _____

Supervisor: _____ DATE: _____ Recommended
Not Recommended

Manager: _____ DATE: _____ Recommended
Not Recommended

Loss Prevention: _____ DATE: _____ Recommended
Not Recommended

Leave of Absence is approved to _____

Leave of Absence is not approved.

Industrial Relations: _____ DATE: _____

LETTER OF UNDERSTANDING

CONNORS BROS., CLOVER LEAF SEAFOODS COMPANY

hereinafter designated as the "Company" OF THE FIRST PART;

-and-

THE CHARLOTTE SEAFOOD EMPLOYEES ASSOCIATION

hereinafter designated as the "Committee": OF THE SECOND PART.

These letters of understanding shall be attached to and form part of the Collective Agreement made and entered into on this date between the Company and the Committee.

1. Lead Hands

When department production needs require, the Company may select an employee from the bargaining unit employees in that department to be a Working Leadhand for a temporary period. The selection criteria will be based on Article 5.08.

An employee who acts as a Working Leadhand will receive his/her regular rate of pay and an additional \$0.50 per hour for all hours worked as a Working Leadhand.

1. Temporary Lead Hand Assignments and an Employee's B.U. Seniority

The Company agrees with the Committee that the application of the language in Articles 5.03 (b) and 5.01 would unfairly penalize employees taking extended temporary assignments.

As such, the Company agrees whereby an employee could work in a temporary Lead Hand assignment without concern for their seniority:

- 1) For up to 20 weeks (or approximately 800 hours) within the calendar year.
Further;
- 2) The Company will endeavor to train additional staff where ever this provision applies, to perform the Lead Hand function.

2. Vacation Schedule:

To clarify the existing rules or procedures concerning vacation scheduling, Article 6.10 specifically identifies "Preference shall be given to the senior employee."

Accordingly, since seniority is only afforded to members of the bargaining unit, non-bargaining unit employees will not compete with bargaining unit employees for available weeks.

If an employee works less than 90% of the available hours of work, s/he may be required to take vacation time adjusted down, based on time earned. As well, an employee may elect to apply for a partial Vacation Pay-out, waiving their right to time off.

This letter shall cease at expiry of this Collective Agreement.

3. Captured Footwear:

Should the Company implement a "captured footwear program" the Company will award all employees on payroll at that time, who are not entitled to a footwear allowance under current provisions of the Collective Agreement, a one time allowance of \$15.00 towards the purchase of approved footwear.

In the event that the Company adopts a Plant Wide (or the majority thereof) Safety Footwear Policy, the Company with the input from the Safety Committee may adopt restrictions on the type and/or nature of the footwear to be worn in the facility.

4. Company Issued Garments:

Coveralls:

Boiler Room
Sealing Machine Mechanics
Warehouse
Machine Shop
Wet End

Note: This is the non-insulated style.

Coveralls:

Blast Freezer
Warehouse Workers who work in an unheated Warehouse

Note: This is the insulated style.

Company Approved Insulated Jacket and Pants

Will be provided for employees who regularly work outside:

Fishmeal Unloading/Loading Crew
Forklift Drivers
Warehouse Workers
#10 Wet End Workers

5. Standby Pay:

Any Maintenance employee who is not normally required to wear a pager or a cell phone that is asked to be on standby during their non-scheduled hours, and is therefore not permitted to leave home or the community, will be guaranteed a minimum of one (1) hours pay for the duration of the shift covered.

6. Holidays:

Company will continue to consider each "Special Consideration" as they are brought forward. The Company will provide the President with a report of those employees who did not qualify for the Holiday, when asked, to facilitate the review process.

7. Pension Plan:

The Company agrees to maintain a Pension Contribution equal to the pre 2011 commitment. That is, “the Company will match an employee’s contribution at 4% of earnings. . . . to the maximum contribution”.

Should the Company wish to alter the contribution matching, it must first secure the permission of the Association, in writing.

8. Adjustment Committee

A committee of the Management and the Association Executives will be established to review roles that have significantly changed in responsibility and required skills to decide if an equity adjustment is warranted during the life of the agreement and if so, what the appropriate adjustment is.

9. Additional Vacation Time During Peak Period

The ability to grant time off for vacations is highly dependent on the abundance of fish and the abundance of workers available to pack that fish during regular hours. The Company is attempting to increase it’s available workforce through the supplement of TFW and Casuals.

For employees with 5 vacation weeks of entitlement, the Company will attempt to accommodate additional days off on vacation beyond the traditional 1 week during Peak season.

10. Holidays – Requirement to Work the Day Before & After . . .

EXCEPTIONS:

Company will continue to consider each “Special Consideration” as they are brought forward. Company will provide the President of the CSEA with a report of those employees who did not qualify for the Holiday, when asked, to facilitate the review process.

11. Add On

The Company will continue to incorporate an ADD-ON Program to its compensation program. The ADD-ON is based on our success at attaining our Goals for a given year and it is not set at a fixed percentage. In very prosperous times, the percentage can reach as high as 2% bonus

12. Hours of Work: Wet End

The Company agrees it is imperative that we strive to hire capable employees to the department and get to "Full Compliment" so we can schedule at least one 1 day OFF for each employee during the week.

The Company also agrees to meet with the Representative(s) of the Wet End Dept. and discuss possible short and long-term solutions addressing the work load and the demands on the employees.

13. Breaking out vacation weeks for Wet End

For the shorter term of this agreement or until a work schedule of 40 hours a week is devised. The employees in the Wet End will be allowed to break up their vacation to achieve 40 hours a week.

DUTIES OF A REPRESENTATIVE

Generally it is the duty of the representative to be a representative and protector of the interests of his fellow workers, uphold the terms of the Labour Agreement and promote the general welfare of the employees and the Company.

Specifically:

- a. To present and represent the interests of fellow workers for the specific areas for which the representative is elected and the interests of all employees in as much as it affects their own department.**
- b. To attend regular committee meetings.**
- c. To appoint negotiating committee representatives and elect an executive.**
- d. To familiarize themselves wholly with the Labour Agreement and to represent and uphold the terms of the agreement to both the Company and the employees.**
- e. To carry out functions as may be assigned by the Committee as a whole; i.e. the membership, executive and the Company representative on the Committee.**
- f. To act as a member of the safety committee if required.**
- g. To attend regular monthly meetings with the Company for your specific area.**
- h. To advise employees of their rights.**
- i. To represent and/or advise employees when participating in the grievance procedure.**

Qualifications:

- a. Must be a full time employee of the Company.**
- b. Must work in one of the areas he/she represents.**
- c. Cannot be a member of management.**

Quality Assurance Commitment

Connors is a federally registered facility that operates under CFIA/FDA regulations and a HACCP based quality and food safety system program that is independently audited by third party institution following Global Food Safety Initiative (GFSI) – Safe Quality Foods (SQF) standards.

Under these rigorous standards, Connors Bros. Clover Leaf Seafoods Company maintains many pre-requisite food safety programs such as Good Manufacturing Practices, Pest and Chemical controls, Consumer Response System, Allergen Control, Sanitation Processes, Employee Training, Product Traceability and Recall.

Finally, supporting quality programs are in place to ensure all products are manufactured to meet pre-established specification parameters including sensory evaluation, product weight inspections, and analysis of physical, chemical and microbiological variables.

Connors Bros. Clover Leaf Seafoods Company employees are the company's most valuable asset. The staff is involved in all aspects of production, continuous improvement and system review programs. The employees are properly trained and understand the organization's commitment to high quality and food safety standards and customer satisfaction.

We have delivered the highest level of quality and goodness to consumers all over the world for 125 years and the Management, the Employees and their Employee Association pledge to continue that promise to our consumers.

Remember the food you prepare today may be the food your family eats tomorrow!!!
Food safety is everyone's responsibility!!!

Health & Safety Message

Safety comes first! No employee is required to work at a job that is not safe!

Health & Safety in our business must be part of every operation and it is everyone's responsibility at all levels!

We need your cooperation! If you observe a hazard you have a duty to report it! Inform your supervisor immediately of any situation you feel is unsafe!








Remember, You **MUST** notify your Supervisor of any accident or injury you may have experienced before you leave that day.

Our objective is for Connors Bros., working with the Safety Committee and Employees, to establish a Health & Safety program that benefits everyone!

Our Goal is zero accidents and zero injuries!

WHMIS 2015 - NEW SYMBOLS

GLOBALLY HARMONIZED SYSTEM

GHS Labels		
		
<p>Oxidizers - Can burn without air, or can intensify fire in combustible materials.</p>	<p>Explosives - May explode if exposed to fire, heat, shock, friction.</p>	<p>Corrosives - May cause skin burns and permanent eye damage.</p>
		
<p>Gasses Under Pressure - Gas released may be very cold. Gas container may explode if heated.</p>	<p>Flammable if exposed to ignition sources, sparks, heat. Some substances may give off flammable gases.</p>	<p>Toxic to aquatic organisms and may cause long lasting effects in the environment.</p>
		
<p>Toxic material which may cause life threatening effects even in small amounts and with short exposure.</p>	<p>May cause serious and prolonged health effects on short or long term exposure.</p>	<p>Irritant - May cause irritation (redness, rash) or less serious toxicity</p>

2018

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2019

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11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

S	M	T	W	T	F	S		
					1	2	3	4
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30	31			

Notes
