

**COLLECTIVE AGREEMENT**

between

**J.S. McMILLAN FISHERIES LTD.**  
(Fairview Plant)  
Prince Rupert, B.C.

and

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 2000**  
AFL-CIO-CLC

**TERM OF AGREEMENT**

**APRIL 24, 1994 TO APRIL 23, 1998**

## TABLE OF CONTENTS

<b>Article</b>	<b>Subject</b>	<b>Page No.</b>
1	Union Recognition.....	2
2	Union Security.....	3
3	Check-Off of Union Dues .....	4
4	The Employer and the Union - New Employees .....	4
5	Management Rights and Mutual Interest .....	5
6	No Employee Shall Lose Any Rights.....	7
7	No Discrimination and Human Rights Code.....	8
8	Sexual and Personal Harassment.....	8
9	Letters of Understanding .....	12
10	Technological Change .....	12
11	Work Stoppage and Lockout.....	14
12	Crossing of Picket Line During a Strike .....	14
13	Probation for New Employees .....	15
14	Job Posting.....	15
15	Job Classification and Reclassification .....	20
16	Discharge, Suspension and Discipline .....	21
17	Adjustment of Grievance.....	22
18	Arbitration .....	26
19	Liaison Committee .....	27
20	Transportation.....	29
21	General.....	30
22	Medical, Dental, Extended Health and Group Life Insurance Benefits .....	33
23	Pension Plan .....	35
24	Welfare Plan .....	36
25	Sick Pay and Special Leave.....	37
26	Vacations .....	39
27	Statutory Holidays .....	38
28	Leave of Absence and Banked Overtime .....	49
29	Maternity Leave.....	54
30	Bereavement .....	56
<b>Article</b>	<b>Subject</b>	<b>Page No.</b>
31	Jury Duty .....	57

32	Seniority.....	58
33	Split Shed and Cold Storage Work .....	65
34	Job Protection.....	65
35	Equipment.....	66
36	Hours of Work and Overtime.....	67
37	Working Conditions .....	77
38	Wage Schedule .....	93
39	Job Descriptions Addendum .....	106
40	Termination or Revision.....	106

**No.                      Letters of Understanding**

1	Contracting Out .....	108
2	Re: Article 32.01 .....	108
3	Re: Seniority Plan.....	108
4	Vacations in Transition Year.....	112
5	Plain Language .....	112
6	Ergonomics Assessment.....	113

**THIS AGREEMENT ENTERED INTO BETWEEN:**

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

hereinafter referred to as the Employer

**AND:**

**United Food & Commercial Workers Union,  
Local 2000 - Prince Rupert Amalgamated  
Shoreworkers' and Clerks' Unit,**  
party of the second part,

hereinafter referred to as the Union,

**WHEREAS:**

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

**WITNESSETH:**

The Parties hereto mutually agree with each other as follows:

## **ARTICLE 1**

## **UNION RECOGNITION**

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

**1.04** No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

**ARTICLE 2** **UNION SECURITY**

**2.01** The Employer agrees that all Employees must become and remain members of the Union in good standing as a condition of employment.

**2.02** Any Employee who fails to make application to become a member of the Union within fourteen (14) calendar days and any Employee who fails to be accepted as a member within thirty (30) calendar days following the commencement of employment shall be subject to dismissal anytime after receiving forty-eight (48) hours notice from the Union, but subject to the provisions of the Labour Relations Code of B.C. It is understood that such membership decisions shall be made in accordance with the local Union Constitution and By-laws.

**2.03** The Union agrees to save harmless and indemnify the Employer for all losses, costs, damages, and expenses of any nature which may arise as a result of the dismissal of an Employee for failure to become a member of the Union or maintain membership in the Union.

**2.04** The Union shall initiate all new members.

**2.05** The Employer agrees to allow representatives of the Union reasonable access through the Employer's premises.

**ARTICLE 3 CHECK-OFF UNION DUES**

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

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

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

**ARTICLE 4 THE EMPLOYER AND THE UNION  
SHALL ACQUAINT NEW EMPLOYEES**

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

**ARTICLE 5 MANAGEMENT RIGHTS  
AND MUTUAL INTEREST**

**5.01** The management and the operation of and the direction and promotion of working forces is vested exclusively in the Employer, provided however, that this will not be used for discrimination against Employees.

**5.02** The Employer shall have the right to select its Employees and to discipline or discharge them for just and reasonable cause provided that such rights are not exercised in a manner contrary to the provisions of this Agreement.

**5.03** The Employer shall fully acquaint Plant Management and Supervisory Personnel with the terms and conditions of this Agreement, and the Employer's responsibilities thereunder.

- 5.04** There will be no Union activity during working hours except that which is necessary in connection with the enforcing of this Agreement.
- 5.05** Neither the Employer, supervisors, nor any agent or Employee of the Employer nor the Union, nor any delegates of the Union, has the power or the authority to change the provisions of this Agreement, unless by mutual written consent of both Parties.
- 5.06** **Officeworkers** - Confidential or non-union Employees are not to perform work that is usually designated to the classifications. A confidential Employee will not be required to be a member of the Union. Any Union vacancies created by such appointment will be posted as per Article 14.00 of this Agreement. The Union shall maintain bargaining rights for all Union Employees in the Office.
- 5.07** When a new classification which comes under Union jurisdiction is created at any time during the life of this Agreement, the Employer shall meet with the Union to negotiate a wage scale for such new classification.
- 5.08** The Union agrees to support the requirements of the Employer that all Union Employees shall perform to the best of their individual abilities the assigned work as directed by the Employer and agrees to fully acquaint the Shop Steward

Committee with the terms and conditions of this Agreement and The Employee's responsibilities thereunder. Further, the Union recognizes the importance and need for high productivity on the part of the Employees consistent with the terms and conditions of this Agreement and that all Shop Stewards, without assuming or being asked to assume any of the responsibilities which properly rest with the Employer, will co-operate with the Employer to this end. In this respect, just as the Union has the right of protesting unfair practices by Management with the view of correcting same, so, also Management has the equal right of protesting any practice of Employees which hampers productivity and efficiency to the Union in the interest of effecting a correction.

**ARTICLE 6**

**NO EMPLOYEE SHALL  
LOSE ANY RIGHTS**

- 6.01** No Employees covered by this Agreement shall lose any rights and privileges that they presently enjoy except where such rights or privileges have been concluded in this Collective Agreement. Any such rights and privileges shall be continued and no change shall be put into effect unless and until mutually agreed in writing by the Union and the Employer.

**ARTICLE 7** **NO DISCRIMINATION AND  
HUMAN RIGHTS CODE**

**7.01** The Employer agrees there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, ancestry or place of origin, nor by reason of his membership or activity in the Union, or any other reason.

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

**ARTICLE 8** **SEXUAL AND PERSONAL  
HARASSMENT**

**Policy Statement**

The Employer and the United Food and Commercial Workers Union, Local 2000 recognize and support the right of all Employees to work in an environment free from sexual and personal harassment, and to that end, are committed to providing a workplace free of sexual or personal harassment and making every reasonable effort to ensure that no Employee is subjected to sexual or personal harassment.

### **Definitions**

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

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

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

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

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

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

### **Prevention**

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

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

The Employer and the Union shall each appoint a designate to conduct a joint investigation and each designate must have experience and/or training

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

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

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

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

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

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

**ARTICLE 9                      LETTERS OF UNDERSTANDING**

**9.01** Letters of Understanding or Memoranda of Agreement forming part of this Collective Agreement are to be signed by the Union and Employer and are effective for the period specified within the Memorandum or for the duration of this Collective Agreement. Upon expiry, they will be reviewed and may be extended by mutual agreement between the Parties in writing.

**ARTICLE 10                      TECHNOLOGICAL CHANGE**

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

a) The introduction by the Employer of a change in the work, undertaking, or business, or a change in the equipment or material from that equipment or material previously used by the Employer in the work, undertaking or business:  
or

b) A change in the manner in which the Employer carries on the work, undertaking, or business related to the introduction of that equipment or material.

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

- 10.02** Necessary training as a result of Technological Change shall be provided without loss of pay and at no cost to the Employee. Any Employee unable to follow a retraining course shall have the right to be transferred to another classification within the Bargaining Unit.
- 10.03** At least three (3) months before the introduction of any Technological Change which affects the terms and conditions or security or wage rates of an Employee, the Employer shall notify the Union in writing of the change and proposed provisions relating to the change. It is understood there will be times when three (3) months notice cannot be given, in which case the Union agrees to permit a reasonable notice period of less than three months.





posting's cancellation. Within forty-eight (48) hours, one copy of both such postings shall be mailed to the Union Business Office.

- 14.02** Management will install a "dial-a-phone" system for the purpose of advertising job postings available throughout the plant on a 24 hour basis. The job postings will be added to the "dial-a-phone" system the same time they are posted in the plant. The onus is on the Employee to be aware of job postings.
- 14.03** The Job Bulletin shall include the following information: job title, department, rate of pay, job duties, hours of work (including anticipated overtime hours) required knowledge and qualifications. Article 14.04 shall be set out on the job posting.
- 14.04** The choice of Employees to fill such openings shall be made on the basis that when skill, ability and attendance record over the last 12 months are comparable, seniority shall be the deciding factor.
- 14.05** Seniority application for the selection of in-house applicants for a posted office position shall be considered in the following order:
- a) Regular Employees
  - b) New Hires

- 14.06** Potential new Office Employees shall be subject to performance tests prior to being hired. Results of such tests will assist in determining the successful applicant.
- 14.07** Temporary jobs shall be reposted if they become permanent in nature.
- 14.08** In the event a grievance is lodged by an unsuccessful applicant regarding a permanent posting or placement it may be filled but it shall not be confirmed until such grievance alleging an inappropriate selection has been processed through the grievance procedure.
- 14.09** If a senior Employee is not successful in obtaining the job vacancy, the Arbitrator shall have the power to award the vacancy to the senior applicant who grieves successfully.
- 14.10** The Employer shall not solicit or place an outside advertisement for any vacancy until the applications of present Employees have been fully processed.
- 14.11** The Union shall be notified of all hirings and terminations of employment within seven (7) working days.

- 14.12 a)** An Employee who is successful on being awarded a temporary job posting will remain at the posted position for the duration of the posting. The successful applicant to a non-priority temporary job posting will be called in, out of line of seniority, for the purposes of training and will not be bumped during training periods, provided the jobs in question are named and the training periods are agreed to prior to implementation.
- 14.12 b)** In the event of a permanent position being posted, any Employee who has a temporary job posting may apply for the permanent position. Once an Employee has been successful in being awarded a permanent position that Employee may not apply for another posted position during that peak season, unless by mutual consent in writing by both Union and Management.
- 14.12 c)** Successful applicants to temporary postings in departments other than their "home" department will go to the bottom of that department's seniority list. They will not be available in the "home" department other than through the relevant Will-Work-In List.
- 14.13** There will be no loss of seniority for Employees who receive permanent transfers as a result of being successful applicants in a permanent job posting, except as otherwise noted in Articles 32.15(b) and 38.13(b).

**14.14** All Employees classified as regular may apply for any job posting, subject to the provisions of Article 14.12.

**14.15** All "temporary postings" shall give preference to the department Employees wherein the work is to be done.

**14.16 a)** In the event a position requires trained back-up personnel, the back-up position shall be posted for ten (10) working days. The successful applicant will undergo a period of on-the-job training. During the training period, the back-up shall receive their regular hourly rate of pay.

The back-up will:

i) relinquish their regular position and assume the back-up position in the absence of the incumbent, and

ii) assume the night shift position in the event there are no other trained Employees available and willing to perform the duties on night shift, and





and/or penalty, with a copy to the Union. In the event the Union lodges a grievance, then that grievance shall commence at Step 3 of the Grievance Procedure.

- 16.05** A suspension or disciplinary action, including a letter of reprimand or a letter of dissatisfaction shall not be used against an Employee at any time after 12 months (24 months in the case of an Employee who does not work two consecutive seasons, i.e. herring-salmon).
- 16.06** Provisions of Articles 16.02 to 16.04 do not apply to probationary Employees.

**ARTICLE 17                   ADJUSTMENT OF GRIEVANCE**

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

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

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

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

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

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

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

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

**17.05** Where, after exhausting the first three steps of the grievance procedure of this agreement, a difference remains between the parties relating to callouts, seniority issues, pay issues (individual cases), leaves of absence, vacation issues, bereavement issues, the discipline of an Employee (other than discharge), or any other matters the Parties may mutually agree to, including any question as to whether the matter is arbitrable, Mr. Jim Dorsey, or a substitute agreed

to by both parties, shall at the mutual request of both Parties:

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

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

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

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

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

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

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

## **ARTICLE 18**

## **ARBITRATION**

- 18.01** Within fourteen (14) days of written notice, the Employer and the Union shall select an Arbitrator by mutual agreement. If such an agreement cannot be reached, either Party may apply to the Minister of Labour for the appointment of an Arbitrator.
- 18.02** Upon selection of an Arbitrator, the Arbitrator will select a date for the hearing of the grievance.
- 18.03** The Arbitrator shall deliver his decision within ten (10) days after all evidence has been presented. The award of the arbitrator shall be binding on both Parties. Under no circumstances will the Arbitrator have the power to alter, in any way, the Collective Agreement between the Employer and the Union.
- 18.04** Any decision reached by the Arbitrator will be final and binding on both Parties.
- 18.05** Each Party will pay half the expense and the fee of the Arbitrator.

**ARTICLE 19 PLANT LIAISON COMMITTEE**

The Plant Liaison Committee will consist of four Union Members (one Plant Executive Committee member and three Shop Stewards, one from each of the Shed, Cannery and Fillet Departments) and four Management representatives. It is the intent of the Committee to meet monthly to discuss Industry issues, the overall development in the plant, safety matters and when possible, give an outlook at the upcoming season.

The purpose of the Committee is to provide accessibility to information which is related to our particular business, and further, it is to build a relationship of harmony and trust between the signing partners of this Agreement.

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

- a) catch quotas, area closures, fleet changes, etc.
- b) plant standards and productivity,
- c) safety studies and prevention, i.e. ergonomics,
- d) proposed plant shutdowns,
- e) technological change,
- f) monitoring IAS filleting standards reports,
- g) new market opportunities,

- h) implementation and monitoring of the Seniority Plan with the authority to adjust the number of Employees in each department where required,
- i) developing and adjusting job descriptions as required.

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

In general, grievances shall not be discussed at this level, however, in cases where the Committee can be of assistance the Committee may facilitate with advice.

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

**ARTICLE 20**

**TRANSPORTATION**

**20.01** When overtime is worked on regular and non-regular working days and on Statutory Holidays, the Employer shall make arrangements to provide alternate transportation, at a charge per Employee not to exceed regular bus rates. This provision will only apply where regular bus transportation does not coincide with:

- a) the time the Employees complete all the assigned work; or
- b) the starting/quitting time as designated by the Employer.

**20.02** Under no circumstances will the Employer be required to provide transportation to accommodate straight time hours of work, except as noted in Article 20.03.

**20.03** During periods of double shifting, where the 8:00 p.m. shift ends prior to 8:00 a.m. and transportation is unavailable, the Employer shall make arrangements to provide alternate transportation at a charge per Employee not to exceed regular bus rates.

**ARTICLE 21**

**GENERAL**

- 21.01** Wherever the singular is used in this Agreement the same shall be construed as meaning the plural where the context or the Parties hereto so require.
- 21.02** When referring to Employees, or the status of Employees, the word "regular" when used in this Agreement shall be deemed to have the same connotation and meaning as the word "permanent" and vice-versa. The foregoing shall not be construed to mean a guarantee of employment.
- 21.03 a)** The Employer agrees to notify the Union, thirty (30) calendar days in advance, advising them of possible layoffs within the Office and number of Employees affected.
- 21.03 b)** The Union recognizes that should external influence, which is beyond the Employer's control, cause the need for lay-off, that the thirty (30) calendar days would not be binding.
- 21.03 c)** In the event the Employer fails to provide the notice, as stated in (a) above, the Employees affected will receive pay in lieu of the difference between the number of days that could have been worked had the full thirty (30) calendar days been provided.

- 21.04** Workers' Compensation Payment Supplement - any Employee who is injured during working hours and is required to leave for treatment or requests to be sent home as a result of such injury shall receive payment for the remainder of that day or shift at the Employee's regular rate of pay.
- 21.05** Disability - any Employee who suffers any disability as a result of employment with the Employer, will be assigned work according to seniority, to light duty jobs, provided such jobs are available. A disabled person has priority to light duty jobs within his department before Employees from the department or Plant Seniority List.
- 21.06** The Employer shall continue efforts to identify light duty jobs and such jobs as may be identified in the future, and those which have been identified in the past, will be posted for the benefit of medically affected Employees.
- 21.07** The Employer and Union are prepared to look at each WCB related case independently to determine if suitable employment can be provided for an interim period, not to exceed one (1) month, while the Employee is regaining physical abilities to undertake the regular job. Such an Employee would receive the classification rate for the original classification prior to the work related injury.

**21.08** All Employees receiving job-related training or upgrading as authorized by the Employer shall be paid their normal wage during such training or upgrading.

**21.09** The Employer shall pay full tuition fees and course material cost of any Academic or Technical course of study approved by the Employer and successfully completed by the Employee. Application for approval shall be made by the Employee prior to taking the course. If the Employer does not consider the course appropriate, the reason shall be given in writing to the Employee within a reasonable period following the application. Any such amount paid by the Employer remains a debt of the Employee to the Employer. The Employee's debt will diminish according to the following scale of repayment. The debt will reduce by one-twelfth for each completed month of service commencing the first of the month following the completion of the course.

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

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

**a) Medical Services Plan coverage**

**b) Extended Health coverage, to include:**

- i) 80% reimbursement after a \$25 deductible,
- ii) \$100 per 24 months eyeglass option,
- iii) \$500 per five year hearing aid option,
- iv) Transportation option,

**c) Dental coverage, to include:**

- i) 75% Basic services,
- ii) 50% Crowns and Bridges,
- iii) 50% Orthodontia (to a maximum of \$1,500 per person)

**d) Group Life Insurance**, for the Employee only, to be not less than:

- i) \$15,000 life insurance, and
- ii) \$15,000 accidental death and dismemberment.

**22.02 Eligibility** - When an Employee has worked 696 straight-time hours with the Employer, the Employee shall be eligible for the above-mentioned benefits. Except for Group Life Insurance, the onus is on the Employee to notify the Employer when they wish to participate in these benefits and complete the appropriate application forms.

**22.03** The Employer shall pay 100% of the monthly premiums.

**22.04** Unless the Employee instructs the Employer to cancel coverage during their absence, the Employer agrees to provide Employees, and their eligible dependants, with coverage during periods of lay-off, absences due to illness or injury, or while receiving Workers' Compensation Benefits. Upon lay-off, premiums for all benefit coverage will be paid for three months following said lay-off, after which the onus is on the Employee to maintain premium payments to the Employer to keep up the coverage. (see also Article 28.02)

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

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

#### **ARTICLE 23**

#### **PENSION PLANS**

**23.01** Eligible Employees shall have the option of joining, or not joining, either the Co-operators Pension Plan instituted in 1960, or the Manulife Pension Plan instituted in 1984.

**23.02** An Employee shall become eligible for enrollment in either Pension Plan after they have accumulated 1,560 hours with the Employer.

**23.03** Both Pension Plans are integrated with the Canada Pension Plan. Therefore, the basic rate of contribution to the private pension plan is 5%, less the Canada Pension Plan contribution. The member's basic contribution will be matched by the Employer.

**23.04** An Employee may opt to contribute, through payroll deduction, an additional 5% or 10% of their gross earnings to their Pension Plan. Additional contributions are not matched by the Employer. The Employee may also transfer sick pay contributions as specified in Article 25.01.

**ARTICLE 24**                      **HEALTH AND WELFARE  
BENEFIT PLAN**

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

**24.02** Every Employee shall, as a condition of employment, authorize the deduction from earnings of the amount certified by the Union from time to time to be the required contribution from the Employee pursuant to the UFCW 2000 Prince Rupert Shoreworkers and Clerks' Health and Welfare Benefit Plan.

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

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

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

**ARTICLE 25                    SICK PAY AND SPECIAL LEAVE**

**25.01** The Employer shall contribute to each individual Employee twenty-eight (28) cents for all hours worked. Commencing April 23, 1995, the contribution shall be increased to thirty-two (32) cents and the Employee shall have the option of transferring the sick pay contributions to the Pension Plan in lieu of an annual payout. In the event of sickness or accident of short term duration, the Employee may withdraw from his banked sick time an amount equal to but not greater than wages lost as a result of work missed. A Doctor's certificate may be required by the Employer. Unused time will be paid out yearly, if requested by the Employee. Sick pay entitlement may be withdrawn in units of not less than one hour. Where such pay is drawn in units of less than four hours, a note from a medical professional will be required.

**25.02 Length of Service Leave of Absence** - after an Employee's fifth (5th) anniversary of employment, the Employee is entitled to take up to six (6) months Leave of Absence without pay or benefits for whatever reason. Unless the Employee instructs the Employer to cancel coverage during the Employee's leave of Absence, the onus is on the Employee to keep up premiums. The Employee must request this in writing within a reasonable time prior to commencement. This leave of absence can only be applied for once in a five-year period and cannot be taken consecutively with another leave of absence the Employee will become entitled to in the next five (5) years of employment. If this leave of absence has been utilized then it cannot be applied for until the tenth (10th) anniversary year. Upon return from the leave, the Employee shall be reinstated to the position held at the commencement of the leave.

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

the Union in writing of the date of transfer to management and where applicable, the date of return to the Bargaining Unit. The provisions of Articles 14.16 (a), (b), and (c) will apply during the leave.

#### **ARTICLE 26**

#### **VACATIONS**

- 26.01** All Employees covered by this Agreement shall be granted a vacation with pay in accordance with the *Employment Standards Act* with the following clarifications, additions and adaptations of the Act.
- 26.02** Vacations are not cumulative and no Employee may continue to work and draw vacation pay in lieu of taking vacation.
- 26.03** All Employees shall receive as a minimum, vacation pay at the rate of 4% of gross earnings.
- 26.04** Office Employees who worked 11 months during the previous calendar year will receive payment for vacations at the Employee's rate of pay at the time the vacation is taken or percentage entitlement, whichever is greater. Adjustments arising out of the percentage application will be made after the Employee has completed vacation for the calendar year.

- 26.05** If, after a calendar year's employment the vacation pay earned does not amount to eighty (80) hours pay, the Employee must be given vacation equal in length to the vacation pay earned and has the option to request and be granted a two (2) week vacation period.
- 26.06** An Employee who has worked 220 days during the first calendar year, shall receive a minimum of eighty hours (two weeks) vacation pay.
- 26.07** After an Employee's third (3rd) calendar year of employment, the Employee shall earn vacation pay at the rate of 6% of gross earnings.
- 26.08** Should vacation pay not amount to 120 hours of pay, the Employee shall be given vacation equal in length to the vacation pay earned and have the option to request and be granted a three (3) week vacation period.
- 26.09** An Employee who has worked on 220 days during the third calendar year shall receive a minimum of 120 hours (3 weeks) vacation pay.
- 26.10** After an Employee's seventh (7th) calendar year of employment, the Employee shall earn vacation pay at the rate of 8% of gross earnings.

- 26.11** Should this vacation pay not amount to 160 hours (4 weeks) pay, the Employee shall be given a vacation equal in length to the vacation pay earned and has the option to request and be granted a four (4) week vacation period.
- 26.12** An Employee who has worked on 220 days during the seventh (7th) calendar year shall receive a minimum of 160 hours (four weeks) vacation pay.
- 26.13** After an Employee's fifteenth (15th) calendar year of employment the Employee shall earn vacation pay at the rate of 10% of gross earnings.
- 26.14** Should this vacation pay not amount to 200 hours (five weeks) pay, the Employee shall be given a vacation equal in length to the vacation pay earned and has the option to request and be granted a five (5) week vacation period.
- 26.15** An Employee who has worked on 220 days during the fifteenth (15th) calendar year shall receive a minimum of 200 hours (five weeks) vacation pay.
- 26.16** After an Employee's twentieth (20th) calendar year of employment, the Employee shall earn vacation pay at the rate of 12% of gross earnings.
- 26.17** Should this vacation pay not amount to 240 hours (six weeks) pay, the Employee shall be given a

vacation equal in length to the vacation pay earned and has the option to request and be granted a six (6) week vacation period.

- 26.18** An Employee who has worked on 220 days during the twentieth (20th) calendar year shall receive a minimum of 240 hours (six weeks) pay.
- 26.19** After an Employee's thirtieth (30th) calendar year of employment, the Employee shall earn vacation pay at the rate of 14% of gross earnings.
- 26.20** Should this vacation pay not amount to 280 hours (seven weeks) pay, the Employee shall be given a vacation equal in length to the vacation pay earned and has the option to request and be granted a seven (7) week vacation period.
- 26.21** An Employee who has worked on 220 days during the thirtieth (30th) calendar year shall receive a minimum of 280 hours (seven weeks) vacation pay.
- 26.22** Office Employees shall be entitled to select their vacations throughout the calendar year.

**26.23** The word "worked" in this Article shall mean:

- a) any days an Employee reports for work, regardless of the hours worked on such a day;
- b) any days an Employee was absent on annual vacation;
- c) any days an Employee was granted a Statutory Holiday with pay;
- d) any days an Employee was required to be absent from available work to serve on Jury Duty, or to appear as a witness in any court;
- e) any days an Employee was absent on Bereavement Leave;
- f) any days on which work was available (up to a total of ten (10) working days per calendar year) an Employee was granted Leave of Absence without pay to attend Union conventions, schools or seminars. The number of Employees granted Leave of Absence to attend Canadian Labour Congress and B.C. Federation of Labour Conventions shall not exceed two (2) for a period not to exceed five (5) working days. The number of Employees granted Leave of Absence to attend the Canadian Labour Congress Winter School in Harrison, B.C. shall not exceed one (1) for a period not to exceed ten (10) working

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

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

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

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

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

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

- 26.27** All Employees will be placed on a common anniversary date of January 1 of the year the Employee was hired (eg: an Employee hired in October 1994 would have an anniversary date of January 1, 1994).
- 26.28** An Employee may request on the Vacation/Approval Application, to draw vacation pay up to one (1) pay period prior to commencing the actual vacation, providing a minimum of ten (10) working days notice is given prior to the payday on which the vacation monies are required.
- 26.29** Casual Labour Employees listed in Department 695, and Employees on Student Status will receive their earned vacation pay on each cheque.

**ARTICLE 27**

**STATUTORY HOLIDAYS**

**27.01** The Employer recognizes the following as paid holidays:

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

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

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

**27.03** Subject to the provisions of Articles 27.04, 27.05, and 27.06, an Employee who does not work on the above noted holidays (or any day in lieu thereof granted) shall receive eight (8) hours statutory holiday pay at the straight-time rate of the Employee's regular job. An Employee who works on the above noted holidays (or any day in lieu thereof granted) shall be paid at double the regular rate of pay in addition to (8) hours Statutory Holiday pay. An Employee who works on any of the above noted holidays (or any day in lieu thereof granted) and who does not qualify for Statutory Holiday pay, shall be paid at double the regular rate of pay.

**27.04** To qualify for holiday pay for any of the above noted holidays, an Employee must:

a) have worked a minimum of 250 hours, including overtime hours, for the Employer during the twelve (12) month period preceding the holiday. Time spent on vacations, provided work was available, shall be included in qualifying hours, also time on Workers' Compensation up to a maximum of 150 hours;

b) have been called and reported for work the last straight time working day available within seven (7) calendar days preceding the holiday and the first straight time working day available within seven (7) calendar days following the holiday. Provided work was available to the Employee,

time spent on annual vacation shall be considered time worked for the purposes of this Article.

c) Employees who do not qualify for pay for Christmas Day or Boxing Day under (a) and (b) shall receive pay for such day(s) if they have worked one (1) day per month in the eleven (11) months during the calendar year, i.e. January 1st to December 31st.

**27.05** Employees on Leave of Absence will not qualify for any holiday pay during such Leave unless otherwise qualified under Article 27.04 (b) and (c).

**27.06** No Employee will be disqualified for Statutory Holiday pay if sickness or accident or approved Bereavement Leave only prevented the Employee from qualifying and the Employee meets the other conditions necessary and if the Employee would have normally received such holiday. Such sickness or accident must originate within the thirty (30) calendar days preceding the holiday. If requested, a Doctor's certificate must be produced.

**27.07 a) SHOREWORKERS**

Employees working on the day prior to Christmas will receive four (4) hours off with pay. Employees working on the day prior to New Year's will receive four (4) hours off with pay.

**27.07 b) OFFICEWORKERS**

For office Employees who worked 11 months during the current calendar year, the following are recognized as paid holidays in addition to Article 27:

Four (4) hours on the last working day prior to Christmas day.

Four (4) hours on the last working day prior to New Year's day.

**ARTICLE 28 LEAVE OF ABSENCE  
AND BANKED OVERTIME**

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

**28.02** In cases of illness or injury, prolonged or otherwise, an Employee shall retain and accumulate seniority. Upon returning to work,

the Employee shall be given the same position occupied at the commencement of such illness or injury, providing the Employee is willing and capable to fill such position. An Employee who does not return to work within 12 months shall become responsible for payment of all benefits extended by the Employer.

**28.03** An Employee shall, upon written request, be granted unpaid leave of absence each year for educational or training purposes. Proof of attendance shall be provided upon request. Unless exceptional circumstances prevail, this written request must be submitted a minimum of one (1) month in advance of the commencement date of the leave. An Employee taking leave under this clause will retain seniority, but will not accumulate seniority. Employees with less than five (5) years of accumulated seniority, embarking on an extended leave of absence (i.e. in excess of six (6) months) will relinquish their position on department seniority lists and be assigned to the Casual Labour list.

**28.04** There shall be no forfeiture of total seniority unless:

a) the Employee concerned has not reported back by the final date of the Leave of Absence;

b) the Employee has contravened the reasons for which the Leave of Absence was granted.

Notwithstanding the foregoing, if it was not reasonably possible for the Employee to report back by the final date of the Leave of Absence, the Employee must notify the Supervisor and request the Leave be extended.

- 28.05** The Employer will grant Leave of Absence where required to Employees who are appointed or elected to a Union position or who have been nominated or elected to Federal, Provincial or Municipal office for the period of their elected term and the Employee shall suffer no loss of seniority and will accumulate seniority during such Leave.
- 28.06** The Employer will grant Leave of Absence to Employees to attend Union meetings and convention, Labour Arbitrations and Labour schools in order that they may carry out their duties on behalf of the Union, and the Employees shall suffer no loss of seniority as a result of such Absences and will also accumulate seniority during such Leave. Where possible, the Employer will be provided with two weeks notice of such absences.
- 28.07** Employees will retain but not accumulate seniority while on Leave of Absence unless identified as such in these Articles and under seniority provisions within the Agreement.

- 28.08** Employees granted a Leave of Absence may notify the Employer of their intention to revoke their request of Leave at any time prior to commencing such Leave, and they shall be permitted to continue working in line with their seniority. Employees granted a Leave of Absence may return to work in line with their seniority before the date of the Leave of Absence expires, provided such Employee notifies the Employer.
- 28.09** Employees utilizing "Banked Time" will retain and accumulate seniority.
- 28.10** Banking Overtime - an Employee may elect to bank overtime in accordance with Articles 28.11 to 28.20.
- 28.11** Overtime banking is limited to the equivalent of 200 straight time hours.
- 28.12** An Employee may withdraw all or a portion of the banked overtime by cheque, providing the Employee gives the Supervisor advance notice of one pay period. (Note: emergencies will be considered on their own merit.)
- 28.13** Banked overtime may be drawn by cheque or paid time off.
- 28.14** An Employee may opt to withdraw from the plan at anytime with the understanding that banking of

any overtime will not be permitted until the following year.

- 28.15** An Employee who withdraws a portion of their banked overtime may continue to bank up to the remaining equivalent of 200 straight time hours.
- 28.16** The Employee who requests to withdraw all or a portion of the banked overtime as paid time-off, must make such a request to the Supervisor a minimum of ten (10) working days in advance of the requested days off.
- 28.17** Days off will not be taken during peak periods except in extreme emergencies.
- 28.18** Employees classified as Mechanics or Linemen, or those who hold priority jobs, may bank up to a maximum of 200 hours. However, they will be restricted to a maximum of 40 hours of paid time-off in any year, unless their services are not required for longer periods. In such cases, additional banked overtime may be taken in paid time-off.
- 28.19** Banked overtime will not be accumulated from year to year.
- 28.20** Banked overtime from each calendar year will be paid out by March 31st of the following year.

**ARTICLE 29 MATERNITY AND PARENTAL LEAVE**

- 29.01** Unpaid Maternity Leave shall be granted for a period of up to sixteen (16) weeks before and sixteen (16) weeks after the birth of a child. Where a Doctor's certificate is provided, stating that a longer period of Maternity Leave is required for health reasons, an extension of up to one additional year shall be allowed.
- 29.02** The Employer shall not deny a pregnant Employee the right to continue employment during the period of pregnancy. A Doctor's certificate will be required confirming the Employee's ability to perform regular duties.
- 29.03** While on Maternity Leave, an Employee shall continue to accumulate and retain seniority.
- 29.04** When an Employee decides to return to work after Maternity Leave, she shall provide the Employer with at least two weeks notice. On return from Maternity Leave, the Employee shall be placed in her former position. If the former position no longer exists, she shall be placed in an equivalent position and she shall not suffer any pay reduction.
- 29.05** On written request for parental leave, an Employee is entitled to a leave of absence from work, without pay, for the period specified in Article 29.07.

**29.06** A request must be made at least 4 weeks before the day specified in the request as the day on which the Employee proposes to commence parental leave.

If requested by the Employer, the Employee will supply a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child, or a letter from the agency that placed the child providing evidence of the adoption of the child.

**29.07** The Employee is entitled to parental leave for a period of twelve consecutive weeks or a shorter period the Employee requests, commencing,

a) in the case of a natural mother, immediately following the end of the maternity leave taken under Article 29.01 unless the Employer and Employee agree otherwise,

b) in the case of a natural father, following the birth of a child and within the 52-week period after the birth date of the new born child, and

c) in the case of an adopting mother or father, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the mother or father.

**29.08 Maintenance of Benefits**-During the period of Maternity Leave and Parental Leave, the Employer shall continue to pay the Medical, Dental, Extended Health and Life Insurance premiums for coverage provided under this Agreement.

**29.09 Combined Maternity and Parental Leave**-Notwithstanding Articles 29.01 and 29.07, an Employee's combined entitlement to a leave of absence from work shall not exceed a total of 46 weeks.

#### **ARTICLE 30**

#### **BEREAVEMENT**

**30.01** Provided work is available, bereavement leave with pay of three (3) consecutive working days will be granted upon request in the event of a death within the regular Employee's immediate family. Time off must be taken and bereavement pay will not include overtime hours. Bereavement leave must be concluded within fourteen (14) days following the death. Immediate family shall be defined as: Father, Mother, Husband, Wife, Son, Daughter, Brother, Sister, Mother-in-law, Father-in-law, Grandfather, Grandmother, Step Parents, Legal Guardian, Son-in-Law, or Daughter-in-Law. In exceptional circumstances an extension without pay to the three (3) days Leave may be approved by the Employer.

**30.02** Unpaid Compassionate Leave will be granted to a regular Employee for the purpose of the Employee attending a member of the immediate family that is ill to the extent that death is deemed to be imminent, and should that family member die as a result of said illness the Employee shall qualify for Bereavement Leave benefits as outlined in Article 30.01.

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

#### **ARTICLE 31**

#### **JURY DUTY**

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

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

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

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

**ARTICLE 32**

**SENIORITY**

- 32.01** Seniority is defined as the length of continuous service in the Bargaining Unit.
- 32.02** In the application of seniority, it shall be determined first by Department and second by Plant Seniority List.
- 32.03** Upon completion of 400 straight time hours, the Employee shall be considered regular and he shall be listed on the next published Plant Seniority List.
- 32.04** The lists recognized for seniority purposes are: Shed, Roe Processing, Fillet Plant, Cannery, Cold Storage, Clean-up, Net Loft, Maintenance, Reduction Plant, Office, the Will-Work-In List and the Plant Seniority List. The new Seniority Plan in Letter of Understanding No. 3 will be

implemented October 2, 1995 at which time all references to the Will-Work-In List will be eliminated. All of the above Lists include the following information relative to each Employee:

Name, seniority number, Employee number, total months worked, commencement date of seniority, and selection of Departments the Employee is willing to work in. Employees who have been granted a leave of absence shall show type of leave and return date. Employees who perform heavy duty work will be identified on the seniority lists.

- 32.05** All Departmental Seniority Lists will be established on the basis of agreed figures as contained in the attached Letter of Understanding No. 3 and may be amended on a yearly basis by agreement on subsequent assessments.
- 32.06** Once an Employee has achieved regular status under Article 32.03, that Employee's seniority shall be dated from the time and date of original hire. From then on, that Employee, as all other Employees, will accumulate seniority as long as they are available for work and in accordance with Article 28.00.
- 32.07** During a reduction of the forces, an Employee who has been laid-off or placed on-call shall retain seniority and continue to accumulate seniority if available for work and in accordance

with Articles 32.04 and 32.06. If an Employee is engaged in a training course with Canada Manpower auspices or is otherwise employed at off-season work consistent with U.I.C. and/or Canada Manpower requirements, that Employee shall notify the Employer within three (3) working days immediately after accepting such off-season work or engaging in such training course. To establish eligibility to retain or accumulate seniority, such Employee shall be required to furnish the Employer and the Union with proof of such training and/or off-season employment.

- 32.08** When more than one Employee is serving a probationary period, they shall be called to work when required in order of seniority. In the event two or more Employees start working on the same date and time, the order of their seniority shall be determined by the assigned sequence number as displayed on the Seniority List.
- 32.09** In each Department, during slack periods Employees with the greatest seniority shall be last to be laid-off and at the end of such slack periods shall be the first to be hired on, providing they are willing and capable to accept such work as is available.
- 32.10** New Employees shall not be hired when there are regular Employees laid off or on-call able to perform the work.

**32.11** During a reduction of the forces, where an Employee's seniority is such that the Employee will be laid off in the regular department, or placed on-call, the Employee will be automatically available for work from the Plant Seniority List in any other department, provided however:

a) the application of this provision shall not result in an Employee exercising rights to bump a regular Employee with less seniority in any department. The application of this provision shall not result in an Employee bumping in the Clean-up Department. In a home department, work which cannot be completed within 10 minutes, not including wash-up time, shall be assigned by seniority.

b) an Employee whose name is on the Will-Work-In List and Plant Seniority List must expect to be available for work when called to any department the Employee has indicated a willingness to work. Casual Labourers will be included on the Will-Work-In Lists of their choice in line with seniority and the Plant Seniority List.

**32.12** Office Employees shall be listed on the Plant Seniority List in line with their accumulated seniority, and if laid off or placed on-call from the office, will be called out for work, when work

is available, in departments selected by the Employee.

- 32.13** All New Hires will be placed on the Casual Labour List and not be listed on Departmental Seniority Lists unless as a result of being the successful applicant for a Job Posting.
- 32.14** Employees shall forfeit their seniority rights in the event they quit the employ of the Employer and are not rehired within thirty (30) days, or are discharged for proper cause. The decision to rehire is at the sole discretion of the Employer.
- 32.15 a)** Employees may transfer permanently from one department to another once within a two calendar year period. The Employee's seniority shall also immediately be transferred.
- 32.15 b)** Notwithstanding Article 32.06, Plant transfers to the Office (Office new hires) shall, in addition to being subject to two (2) months probation, be placed at the bottom of the Office Seniority List. Such Employee can be returned at any time during this probationary period to the plant with no loss of seniority or his position within the plant. This clause does not affect the application of seniority regarding benefits and vacations.
- 32.16** Wherever possible, instruction as to when to next report for work shall be given before the end of the shift.

- 32.17 a) SHOREWORKERS** - If any situation occurs which makes it impossible to notify Employees as outlined in Article 32.16, the Employer shall endeavour to notify Employees by telephone as to when to report to work.
- 32.17 b) OFFICEWORKERS** - If any situation occurs which makes it impossible to notify Employees as outlined in Article 32.16, the Employer shall endeavour to notify Employees by telephone within a 72 hour period as to when to report for work.
- 32.18** Should the Employer be unable to contact an Employee under Article 32.17, a notation will be made of the same and this will be available to any member of the Shop Steward Committee and/or the Union upon request. It is clearly understood, however, that the Employer shall continue to attempt to contact Employees who could not be contacted for the next day or next call-out.
- 32.19** Nothing herein shall preclude the right of an Employee to telephone the plant to find out if there is work and when to report for work.
- 32.20** A phone number shall be designated by the Employer along with specified hours for use by Employees, who for emergency or other reasons find themselves unable to report for work after being notified to do so.

**32.21** The Employer agrees that if it is shown there has been an improper application of seniority according to the current Seniority Lists which results in an Employee losing pay, the Employer will be liable for payment of such lost earnings.

#### **Seniority Lists**

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

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

**32.24** An Employee may initiate a grievance regarding their placement on the Seniority List at any time within twelve (12) months following the posting of the Seniority List.

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

**32.26** The application of seniority in considering job applicants is meant to include all jobs, whether they be lateral transfers, temporary vacancies, or permanent positions or those jobs designated as priority jobs.

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

**ARTICLE 33**

**SPLIT SHED AND  
COLD STORAGE WORK**

**33.01** Any Shed Employee required to enter Cold Storage more than once during an eight hour day or such longer period as may be worked during a day shall be deemed intermittently employed in Cold Storage for such day. If under special or emergency conditions Cold Storage workers are required to work in the Shed, they shall suffer no reduction in pay.

**ARTICLE 34**

**JOB PROTECTION**

**34.01** The principle of Supervisory personnel (other than "Chargehands") not doing work coming within the duties of named classifications shall be recognized. At certain small operations or

departments where it has been customary for Supervisors to do bench and floor work as a part of their duties, present practice shall continue. Any abuse of present practice in small operations or any use of Supervisory personnel in large operations for bench or floorwork, except in case of emergency or for instruction purposes, shall be considered cause for grievance. (For clarification re: Officeworkers see Article 5.06).

- 34.02** The Employer agrees to transfer the office work associated with the fishermen's settlements for Fairview landed fish which is presently being done in the Vancouver Office to the Prince Rupert Fairview Bargaining Unit. After the transfer, all work designated as Union work will remain Union work.

#### **ARTICLE 35**

#### **EQUIPMENT**

- 35.01** The Employer agrees to provide items of clothing and equipment to Employees in accordance with the equipment list available from Personnel. The Employer and the Union agree to review and where mutually agreed, revise the equipment list.
- 35.02** An Employee proceeding on a Leave of Absence which is in excess of eight (8) weeks, or who has terminated employment with the Employer, for whatever reason, shall be required to return all articles of clothing and equipment to their Department Supervisor prior to departing. Costs

of missing clothing or equipment items will be deducted from the Employee's pay.

- 35.03** Clothing and equipment articles will be signed for and will be marked for identification purposes.
- 35.04** Tradespersons and Employees in general maintenance work who provide their own tools shall receive a tool allowance of \$35.00 for every month the Employee is listed on the payroll. New Employees will not be entitled to a monthly tool allowance until they have worked a total of 200 working hours including both straight time and overtime hours.

**ARTICLE 36        HOURS OF WORK AND OVERTIME**

- 36.01 a) SHOREWORKERS** - The regular work week for all plant Employees covered by this Agreement shall consist of five (5) eight (8) hour days commencing on Monday and ending on Friday. The regular working day shall commence not earlier than 8:00 a.m. and shall finish not later than 4:30 p.m. The lunch period shall be one-half hour scheduled between 12:00 p.m. and 1:00 p.m.
- 36.01 b) OFFICEWORKERS** - The regular work week for all Office Employees covered by this Agreement shall consist of five (8) hour days, commencing on Monday and ending on Friday for two (2) weeks. The third (3rd) week will have

four (4) eight (8) hour days, commencing on Monday and ending on Thursday. However, each current Employee may, on a one time basis, elect to work on that day at the regular rate of pay. During the time frame July 1 - September 15, the office will work five (5) eight (8) hour days Monday to Friday. The provision regarding every third Friday as a day off will not apply to Employees placed in the classification after May 9, 1995.

**36.01** c) The formula for separating day shift from night shift will be: day shift, 8:00 a.m. - 4:30 p.m. or 8:00 a.m. - 8:00 p.m., and night shift, 5:00 p.m. - 1:30 a.m. or 8:00 p.m. - 8:00 a.m. The Employer may implement staggered scheduling in the Office Department between the hours of 7:00 a.m. and 6:00 p.m. based on the following concepts:

1. Employees will have the opportunity to select their shifts by seniority.
2. Only one shift will start no earlier than 7:00 a.m. and one will end no later than 6:00 p.m. The remaining shifts shall be 8:00 a.m. to 4:30 p.m.
3. If sufficient Employees do not volunteer for the required shifts, the shifts will be rotated.

- 36.01 d)** During times of "Double Shifting" such as during the Roe Herring season, Employees will be given the option of working either "Day Shift" or "Night Shift", with preference of either shift given in order of seniority.
- 36.01 e)** Employees working night shift will be eligible for day shift work requirements, either in their own department or from the Will-Work-In lists of other departments, if and when they have not worked the night shift for one (1) shift, and there will be no requirement for them to work night shift on the second day free from work. i.e.: Employee worked night shift Tuesday from 8:00 p.m. to 8:00 a.m. Wednesday morning; should there be no night shift Wednesday night and there would be no work for this Employee Thursday night either, the Employee would be called in for work, either in their own department or from the Will-Work-In Lists, for day shift work on Thursday, in line with their seniority.
- 36.01 f)** When a department reduces its workforce, while another department continues to work and that department has Employees from the Will-Work-In List, these Employees will be "bumped" by senior Employees from other departments, providing the "bumping" takes place at 8:00 a.m., 12:30 p.m. or 4:30 p.m. If a department reduction takes place during non-regulation breaks, bumping will not take place until the break.

Planned workforce reduction will take place, where possible, during regulation breaks.

- 36.01 g)** When overtime is worked immediately following the regular work day or shift, Fillet Plant Employees assigned to work on skinning, sizing, filleting machines, fresh orders and/or icing fish will complete the task so assigned, providing that the work is not to exceed 1/2 hour overtime for the day. Also, the persons assigned to ice fish will be appointed from the highest seniority person within the tunnel and packing room at the time the work is to commence.
- 36.02** All other hours except as otherwise provided shall be computed at overtime rates.
- 36.03** If an Employee works ten minutes or more through any part of the regular scheduled lunch period he shall receive payment for one-half hour at the multiple rate of time and one-half where straight-time hours are in effect, or at the multiple rate of double time in all other instances, and in addition the Employee shall be granted a lunch period of not less than thirty (30) minutes duration at the earliest possible time.
- 36.04 a) SHOREWORKERS** - Overtime at the multiple rate of time and one-half shall be paid in the following instances:

- i) For the first three (3) hours worked in excess of eight (8) hours, or after 4:30 p.m., with a one-half hour lunch period on Monday to Friday, inclusive.
- ii) For the first eight (8) hours worked on Saturday.
- iii) For all hours worked prior to 8:00 a.m. Monday through Friday.

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

- i) For the first three (3) hours worked in excess of eight (8) hours, or after 4:30 p.m., with a one-half hour lunch period on Monday to Friday, inclusive.
- ii) For the first four (4) hours worked on Saturday or scheduled Friday off.
- iii) All hours worked prior to 8:00 a.m. Monday through Friday.

**36.05 a) SHOREWORKERS** - Overtime at the multiple rate of double time shall be paid in the following instances:

- i) After three (3) hours overtime have been worked, on Monday to Friday inclusive.
- ii) For all hours worked in excess of eight (8) hours or after 4:30 p.m. (the regular quitting time) on Saturday.
- iii) Irrespective of the starting time, for all hours worked on Sunday.

**36.05 b) OFFICEWORKERS** - Overtime at the multiple rate of double time shall be paid in the following instances:

- i) After three (3) hours overtime have been worked, on Monday to Friday inclusive.
- ii) For all hours worked in excess of four (4) hours on Saturday or scheduled Friday off.
- iii) Irrespective of starting time, for all hours worked on Sunday and Statutory Holidays.

**36.06 Minimum Daily Guarantee of Earnings**

- a) If an Employee is notified to report for work and does so he shall receive a minimum of four (4) hours time at the rate of pay applicable on that day or part day provided that this provision shall not apply in the case of any labour dispute.
- b) This condition shall apply for all seven (7) days of the week and for call-outs on Statutory Holidays.

**36.07 Minimum Overtime Guarantee - Regular Working Day or Shift**

- a) If an Employee works one hour or less immediately following his regular working day or shift, time worked will be recorded to the next

higher quarter hour, and the Employee shall receive payment at the prevailing overtime rate.

b) In all other instances, the Employer agrees that if an Employee is asked to report for work after the completion of the regular day or shift, he shall receive a minimum of two (2) hours time at the prevailing rate.

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

If an Employee is asked to report for work on a non-regular Working Day, or on Statutory Holidays, he shall receive:

a) a minimum of four (4) hours time at the prevailing overtime rate for the first call-out.

b) a minimum of two (2) hours time at the prevailing overtime rate for the second and each subsequent call-out.

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

**36.09 b)** The foregoing conditions as outlined in Articles 36.06, 36.07 and 36.08 shall not be invoked in cases where there is a circumstance

beyond the control of the Employer, such as a general B.C. Hydro failure. Employees shall be paid up to the time the decision to cancel the shift is announced. If the Employees are recalled and a second circumstance occurs within the same shift, Articles 36.06, 36.07 or 36.08 shall apply.

- 36.10** All Employees shall be granted without pay deduction a rest period of fifteen minutes in the morning and fifteen minutes in the afternoon, such rest periods to be as close to 10:00 a.m. and 2:30 p.m. as possible.
- 36.11** Should overtime be worked, a fifteen minute rest period without pay deduction shall be granted two (2) hours after commencement of overtime and again at intervals of not more than four and one-quarter hours, that is four and one-quarter hours elapsed time from the end of the prior rest period. With the exception of the rest period commencing at 7:30 p.m., the Employer agrees to provide sandwiches and coffee to Employees during such rest periods.
- 36.12** In the event overtime work can be completed in two and one-half hours or less immediately following the end of the prior meal break, an Employee who works two and one-half hours following his last meal break, that is, two and one-half hours elapsed time from the end of the prior meal break, shall be deemed to have earned such rest period and shall receive payment for the

rest period regardless of whether work is to continue after such rest period.

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

**36.14 Overtime Meal Break**

It is the intent that the Employees will be granted a meal break of not less than thirty (30) minutes duration, during overtime work at intervals of not more than four (4) hours, that is, four hours elapsed time from the end of the prior meal. However, no meal break shall be provided to an Employee where he works only one hour or less beyond his regular day or shift.

**36.15 Rest Time**

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

hours rest was not received in that particular week.

### **36.16 Report Time Penalty**

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

- a) if the Employer does not provide Employees with a minimum of one hour verbal notice in advance of the regular quitting time that overtime is to be worked immediately following the one-half or one hour supper break scheduled between 4:30 p.m. and 5:30 p.m.,
- b) if the Employer does not provide Employees with a minimum of one hour's notice in advance of the requested starting time on a regular or non-regular working day.
- c) this Article will not be invoked in cases where there is a general B.C. Hydro failure or a mechanical breakdown.

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

**36.18** If regular night and/or graveyard shifts are instituted hourly, overtime conditions shall be

based on the identical principles as set forth in this Article.

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

**36.20** If Article 36.18 is applied and shift work is used in any department of the plant, the Employer shall meet in advance with the Union and discuss any shift requirements.

#### **ARTICLE 37**

#### **WORKING CONDITIONS**

**37.01** The Employer shall be bound by the provisions of the British Columbia Workers' Compensation Act. In conformity with this Act, a Safety Committee shall be organized. Employees' representation on the Safety Committee shall be one Employee from each department, elected by the Employees of the department.

a) The Safety Committee shall hold a monthly Safety Meeting during regular working hours.

b) The Employer agrees to clarify and define the duties and responsibilities of a Safety Committee in consultation with the Union.

- 37.02** The Union shall designate two (2) Union representatives, one of whom will accompany Workers' Compensation Board and Management representatives during the entire safety plant tour or investigation. One additional Union representative from each department shall be selected to join the tour for the inspection of that department.
- 37.03** The Parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act, and any refusal on the part of a worker to work or continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.
- 37.04** Where Management or the Workers' Compensation Board requires safety hats to be worn they will be issued on signature to those Employees concerned. Employees will be responsible for maintaining the hats in good condition. Upon termination or at time of lay-off, hats must be returned or the full cost will be deducted from the Employee's final pay cheque.
- 37.05** Adequate dressing rooms with lockers, drying rooms where necessary and the proper sanitary facilities shall be provided and maintained in a sanitary condition. Employees shall co-operate in maintaining the cleanliness of such facilities.

Proper lunchroom facilities shall also be provided.

- 37.06** When Cold Storage Employees and Sharp Freezer Employees are required to work in unrefrigerated areas, such Employees shall be allowed a cooling-off period of fifteen (15) minutes before being sent into low temperature rooms, with special considerations being given under unusual circumstances.
- 37.07** A bulletin board shall be placed in a conspicuous place in each department of the plant and Shop Stewards shall be permitted to use same for posting of Union notices.
- 37.08** The Employer assumes the liability for any public liability occasioned to an Employee by reason of any activity in the course and within the scope of his employment.
- 37.09** An Employee who requests and is granted Leave of Absence for medical or dental appointments, shall under no circumstances be forced to miss one or more days of work. Subject to Article 37.11, the Employer shall notify and allow the Employee to work the next day or next call-out. For those attending medical/dental appointments, the minimum daily guarantee of earnings does not apply.

- 37.10** Where an Employee remains absent from work without permission on the last regular working day immediately preceding an overtime day, that Employee will be prohibited from working that or any other overtime day until he has resumed work on regular working days.
- 37.11** Employees who are absent from work due to illness or injury shall notify their timekeeper, or their Supervisor not later than 3:30 p.m. that they are available for work the following day. If the Employee does not notify the timekeeper or Supervisor by the specified hour set out above on any day that they are available for work the next day, it shall not be considered an improper application of seniority if an Employee of less seniority works such next day.
- 37.12** All Employees shall be granted a five minute personal wash-up period immediately preceding the time the Employee quits work.
- 37.13** The following work properly falls within the jurisdiction of Employees who are members of the Union:
- a) loading and unloading of packers, coastal vessels, fishing boats and vessels, scows or barges, of goods and/or materials, including raw and frozen fish. Loading and unloading means the handling of all goods, materials raw or frozen fish, ice, bait, etc. into or out of the boat vessel,

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

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

**37.14** Operating the winches by qualified persons, for the purpose of loading and unloading fishing gear and fishermen's personal belongings from fishing boats and vessels, does not fall within the jurisdiction of the Employees who are members of the Union, and in this sole respect the provisions contained in Article 37.13 are not applicable.

**37.15** All Fillet Plant Employees will be canvassed and those who prefer to work in the tunnel and packing room will be allowed to do so. Only when the above do not meet the requirements of the tunnel and packing room, will the reverse order of seniority be used from the available Employees at work on any given shift. Employees working within the tunnel and packing room shall have the option of rotating within the room on a two (2) hour basis.

Employees shall have the option to rotate out of the tunnel and packing room daily. Employees will be excused from work within the tunnel and packing room for valid medical reasons.

**37.16** The practice to be followed in the assignment of any fish workers who wish to train as filleters (hereunder called "inexperienced filleters"), versus "experienced" new hires, on the filleting shall in the following order of commencement of employment:

- 1 - Inexperienced Filleter
- 2 - Inexperienced Filleter
- 3 - Inexperienced Filleter
- 4 - Experienced New Hire - (of experienced new hire)
- 5 - Inexperienced Filleter
- 6 - Inexperienced Filleter
- 7 - Experienced Filleter - (of experienced new hire)

Thereafter, the formula of two inexperienced filleters for one experienced new hire shall continue. In case of reduction in these positions, it shall be in reverse order.

**37.17** The clean-up of work areas will be the responsibility of the Department.

**37.18** When the Fillet Plant facilities are used during the Roe Herring season for the unloading, handling, placement and freezing of the Herring, this will be deemed a Shed Department function and Shed Employees will be utilized first. When

the Shed Seniority List has been exhausted, Employees will be called in from the Shed Will-Work-In List.

- 37.19** The "Princess Cut" is a Shed Department function and the cut is to be performed by Employees from the Shed Department Seniority List. When the Fillet Plant facilities are used for Shed related duties, this will be deemed Shed Department functions and Shed Employees will be utilized first. When the Shed Seniority List has been exhausted, Employees will be called in from the Shed Will-Work-In List.
- 37.20** The Smokehouse operation is a Shed Department operation and such job functions are to be performed by Employees on the Shed Department Seniority List. Any additional Employees required will be called from the Shed Will-Work-In List.
- 37.21** When the Fillet Plant facilities are used during the salmon season for Cannery related duties, this will be deemed a Cannery Department function and Cannery Employees will be utilized first. When the Cannery Seniority list has been exhausted, Employees will be called in from the Cannery Will-Work-In List.

- 37.22** When the Fillet Plant facilities are used during the "Roe-Herring" season for Cannery related duties such as "Roe-pulling", this will be deemed a Cannery department function and Cannery Employees will be utilized first. When the Cannery Seniority List has been exhausted, Employees will be called in from the Cannery Will-Work-In List.
- 37.23** Subject to proven medical reason, Filleters who request to be taken off the cutting table will have their request approved and the Employee's wage rate shall be "red-circled" for a maximum period of one month.
- 37.24** Filleters with ten (10) or more years employment not affected by Article 37.23 who are restricted from filleting for a fixed period of time (not to exceed 10 working days) will receive the filleters rate continuously. These periods shall not occur more than six (6) times per year. Should this arrangement be abused by an Employee, the matter will be referred to the Liaison Committee.
- 37.25** The carpenter's helper shall first be assigned by seniority from Employees designated as heavy duty within the department where the work is required, then similarly by plant seniority. At the time of call-out, the Employer shall explain the nature of the work required and the Employee may decline the work without losing the heavy duty designation.

**ARTICLE 38 WAGE SCHEDULE**

- 38.01** When a new or former Employee is hired, the Employer agrees to credit such new or former Employee with the total hours worked at each related work area in one or more fish plants in the previous two (2) years, for the purposes of establishing the wage rate. Proof of work must be in the form of pay stubs or photocopies of pay records. Such credited hours shall not apply towards the acquisition of Seniority.
- 38.02** Rehires, as in former Office Employees, will be assessed during the probationary period to determine their skill and knowledge level. During this assessment the Employee shall receive the probation rate in the Office. Salary progression shall be as per the Wage Classifications.
- 38.03** If any Employee is assigned to do work which properly requires or falls within the classification or jurisdiction of a journeyman in any trade, and if such Employee is a qualified journeyman, the Employee shall receive the Union rate established for that trade in British Columbia.
- 38.04** a) **SHOREWORKERS** - Employees shall be paid every two weeks by cheque on every other Friday and each Employee shall be furnished with an itemized statement of earnings and deductions, such as is presently being furnished.

- 38.04 b) OFFICEWORKERS** - Employees shall be paid every two weeks by cheque on every other Friday (or Thursday if Friday is a scheduled day off) and each Employee shall be furnished with an itemized statement of earnings and deductions, such as is presently being furnished.
- 38.05** Pay cheques may be picked up, by Employees not working, on or about 9:00 a.m. on a payday. The Employer will not be held responsible if, because of technical or associated problems, the cheques are not ready on or about 9:00 a.m.
- 38.06** An Employee who transfers from one department to another shall be credited with all hours worked in any department of the plant in establishing a rate in such department.
- 38.07** Employees engaged temporarily at a work classification paying more than their regular wage rate shall be paid the higher rate for the time so worked. Where less than one day or shift is spent at work at a higher classification, a minimum of two hours pay at the higher rate will be paid for periods of two hours or less.
- 38.08** With the exception of the voluntary application of the Will-Work-In Lists, Employees engaged temporarily at work classified as paying less than their regular rate shall not have their rate reduced while so working. Employees shall not refuse

any work offered under this condition, if no work of their job classification is available to them. Employees working as a result of being called into a department from that department's Will-Work-In List will receive the rate of pay for the classification so worked.

**38.09** In the case of a demotion not directly ascribable to the Employee, for example as a result or reorganization or redundancy due to change in methods, the Employee will retain the current rate.

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

1. Loading or unloading  
plate freezers.....\$0.25/hour
2. Going aboard a boat to load or unload loose  
fish,  
(Note "A").....\$0.25/hour
3. Afternoon shift.....\$0.15/hour  
Graveyard shift .....\$0.25/hour
4. Loading Sharp Freezers.....\$0.10/hour

***Note "A":***

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

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

*Occupational First Aid Level 2 - \$40.00 per month*  
*Occupational First Aid Level 3 - \$50.00 per month*

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

When 26 or more Employees are working, First Aid requirements will be met by a full-time Union Attendant holding a valid Occupational First Aid Level 2 ticket. The First Aid Attendant may be assigned other duties provided the duties are not in violation of any Article in the Collective Agreement or the Occupational First Aid Regulations.

**38.12 Piecework Rates** - Shaking Crab- Crab Shakers shall be paid a piecework rate of 67.8 cents per pound.

**Crab Shakers Guarantee** - Crab shakers without previous shaking experience shall receive for the first eighty (80) hours of shaking the beginner's rate as a minimum guarantee. Experienced shakers shall receive as a minimum the guarantee for the first (10) hours at crab shaking at the beginning of each canning season. The minimum rate paid to all Employees shaking crab will be no less than the rate according to their hours, either \$12.36 per hour, or \$13.54 per hour. Instructions

shall be given to aid Employees on acquiring the necessary skill and speed.

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

<i>First six months</i>	<i>60% of tradesperson rates</i>
<i>Second six months</i>	<i>65% of tradesperson rates</i>
<i>Third six months</i>	<i>70% of tradesperson rates</i>
<i>Fourth six months</i>	<i>75% of tradesperson rates</i>
<i>Fifth six months</i>	<i>80% of tradesperson rates</i>
<i>Sixth six months</i>	<i>85% of tradesperson rates</i>
<i>Seventh six months</i>	<i>90% of tradesperson rates</i>
<i>Eighth six months</i>	<i>95% of tradesperson rates</i>

**38.13 b)** When an opening for an apprenticeship position is posted for the Maintenance, Electrical, or Cannery department, the successful applicant, upon transfer and commencement of the apprenticeship, shall be placed at the bottom of the Department seniority list wherein the apprenticeship is being served. Upon transfer to

said departments the successful applicant shall be subject to a three (3) month probationary period during which time the Employee can be returned to the plant with no loss of seniority or position within the plant. After completion of the probationary period, the three (3) months served shall be included towards completion of the apprenticeship.

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

*First year ..... 12 months*  
*Second year ..... 12 months*  
*Third year ..... 12 months*  
*Fourth year ..... 12 months*

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

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

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

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

**38.15** A Chargehand shall be defined as meaning an Employee who:

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

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

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

38.16

**WAGE  
CLASSIFICATIONS**

<b>Code</b>	<b>Classification</b>	<b>July 1 1994</b>	<b>April 23 1995</b>	<b>Oct 2 1995</b>	<b>April 21 1996</b>	<b>April 20 1997</b>
	<b>FILLET PLANT</b>					
<b>0301</b>	<b>Fillet Lineworker, start</b>	<b>13.75</b>	<b>13.75</b>	<b>13.75</b>	<b>13.75</b>	<b>13.75</b>
<b>0302</b>	<b>Fillet Lineworker, 400 hr</b>	<b>15.27</b>	<b>15.62</b>	<b>15.77</b>	<b>16.17</b>	<b>16.57</b>
<b>0303</b>	<b>Inexperienced Filleter</b>	<b>15.27</b>	<b>15.62</b>	<b>15.77</b>	<b>16.17</b>	<b>16.57</b>
<b>0304</b>	<b>Experienced Filleter</b>	<b>16.11</b>	<b>16.46</b>	<b>16.61</b>	<b>17.01</b>	<b>17.41</b>
<b>0318*</b>	<b>Fillet Timekeeper</b>	<b>16.11</b>	<b>16.46</b>	<b>16.61</b>	<b>17.01</b>	<b>17.41</b>
<b>0309</b>	<b>Clean Up Person - Days</b>	<b>16.11</b>	<b>16.46</b>	<b>16.61</b>	<b>17.01</b>	<b>17.41</b>
<b>0313</b>	<b>Box Loft Person</b>	<b>16.11</b>	<b>16.46</b>	<b>16.61</b>	<b>17.01</b>	<b>17.41</b>
<b>2209</b>	<b>Clean Up Person - Nights</b>	<b>16.11</b>	<b>16.46</b>	<b>16.61</b>	<b>17.01</b>	<b>17.41</b>

<b>Code</b>	<b>Classification</b>	<b>July 1 1994</b>	<b>April 23 1995</b>	<b>Oct 2 1995</b>	<b>April 21 1996</b>	<b>April 20 1997</b>
	<b>FILLET PLANT</b>					
<b>0305P*</b>	<b>Distribution Systems Operator</b>	<b>16.27</b>	<b>16.62</b>	<b>16.77</b>	<b>17.17</b>	<b>17.57</b>
<b>0312*</b>	<b>Fillet Tally Person</b>	<b>16.27</b>	<b>16.62</b>	<b>16.77</b>	<b>17.17</b>	<b>17.57</b>
<b>0306P*</b>	<b>Pump Nozzle Operator</b>	<b>16.27</b>	<b>16.62</b>	<b>16.77</b>	<b>17.17</b>	<b>17.57</b>
<b>2222</b>	<b>Clean Up Chargehand - Nights</b>	<b>16.44</b>	<b>16.79</b>	<b>16.94</b>	<b>17.34</b>	<b>17.74</b>
<b>0307P*</b>	<b>Freezer Attendant</b>	<b>16.44</b>	<b>16.79</b>	<b>16.94</b>	<b>17.34</b>	<b>17.74</b>
<b>0308*</b>	<b>Flat Fish Grader</b>	<b>16.59</b>	<b>16.94</b>	<b>17.09</b>	<b>17.49</b>	<b>17.89</b>
<b>0324P</b>	<b>Chargehand</b>	<b>16.59</b>	<b>16.94</b>	<b>17.09</b>	<b>17.49</b>	<b>17.89</b>
<b>0311P*</b>	<b>Wet Pump Operator</b>	<b>16.79</b>	<b>17.14</b>	<b>17.29</b>	<b>17.69</b>	<b>18.09</b>

<b>Code</b>	<b>Classification</b>	<b>July 1 1994</b>	<b>April 23 1995</b>	<b>Oct 2 1995</b>	<b>April 21 1996</b>	<b>April 20 1997</b>
	<b>CANNERY</b>					
<b>0501</b>	<b>Cannery Lineworker, Start</b>	<b>13.75</b>	<b>13.75</b>	<b>13.75</b>	<b>13.75</b>	<b>13.75</b>
<b>0502</b>	<b>Cannery Lineworker, 400 hr</b>	<b>15.27</b>	<b>15.62</b>	<b>15.77</b>	<b>16.17</b>	<b>16.57</b>
<b>0503</b>	<b>Experienced Systems Operator</b>	<b>15.45</b>	<b>15.80</b>	<b>15.95</b>	<b>16.35</b>	<b>16.75</b>
<b>0508</b>	<b>Iron Butcher Operator</b>	<b>15.67</b>	<b>16.02</b>	<b>16.17</b>	<b>16.57</b>	<b>16.97</b>
<b>0518*</b>	<b>Cannery Timekeeper</b>	<b>16.11</b>	<b>16.46</b>	<b>16.61</b>	<b>17.01</b>	<b>17.41</b>
<b>0522P</b>	<b>Cannery Chargehand</b>	<b>16.59</b>	<b>16.94</b>	<b>17.09</b>	<b>17.49</b>	<b>17.89</b>

<b>Code</b>	<b>Classification</b>	<b>July 1 1994</b>	<b>April 23 1995</b>	<b>Oct 2 1995</b>	<b>April 21 1996</b>	<b>April 20 1997</b>
	<b>CANNERY</b>					
<b>0509P*</b>	<b>Warehouseperson</b>	<b>17.41</b>	<b>17.76</b>	<b>17.91</b>	<b>18.31</b>	<b>18.71</b>
<b>0510P</b>	<b>Retort Operator</b>	<b>17.41</b>	<b>17.76</b>	<b>17.91</b>	<b>18.31</b>	<b>18.71</b>
<b>0515P</b>	<b>Cannery Lineman</b>	<b>19.96</b>	<b>20.31</b>	<b>20.46</b>	<b>20.86</b>	<b>21.26</b>
<b>0519P</b>	<b>Qualified Cannery Lineman</b>	<b>21.74</b>	<b>22.09</b>	<b>22.39</b>	<b>22.79</b>	<b>23.19</b>
<b>0523P</b>	<b>Cannery Lineman Chargehand</b>	<b>22.02</b>	<b>22.37</b>	<b>22.52</b>	<b>22.92</b>	<b>23.32</b>

<b>Code</b>	<b>Classification</b>	<b>July 1 1994</b>	<b>April 23 1995</b>	<b>Oct 2 1995</b>	<b>April 21 1996</b>	<b>April 20 1997</b>
	<b>SHED</b>					
<b>0401</b>	<b>Shed Lineworker, Start</b>	<b>13.75</b>	<b>13.75</b>	<b>13.75</b>	<b>13.75</b>	<b>13.75</b>
<b>0402</b>	<b>Shed Lineworker, 400 hr</b>	<b>15.27</b>	<b>15.62</b>	<b>15.77</b>	<b>16.17</b>	<b>16.57</b>
<b>0403</b>	<b>Shed Lineworker, 1000 hr</b>	<b>16.11</b>	<b>16.46</b>	<b>16.61</b>	<b>17.01</b>	<b>17.41</b>
<b>0410</b>	<b>Immersion Freezer Crew</b>	<b>16.11</b>	<b>16.46</b>	<b>16.61</b>	<b>17.01</b>	<b>17.41</b>
<b>0418*</b>	<b>Shed Timekeeper</b>	<b>16.11</b>	<b>16.46</b>	<b>16.61</b>	<b>17.01</b>	<b>17.41</b>
<b>0404</b>	<b>Qualified Tally Person</b>	<b>16.27</b>	<b>16.62</b>	<b>16.77</b>	<b>17.17</b>	<b>17.57</b>
<b>0405P*</b>	<b>Ice and Bait Operator</b>	<b>16.27</b>	<b>16.62</b>	<b>16.77</b>	<b>17.17</b>	<b>17.57</b>
<b>0413P*</b>	<b>Wet Pump Nozzle Operator</b>	<b>16.27</b>	<b>16.62</b>	<b>16.77</b>	<b>17.17</b>	<b>17.57</b>

<b>Code</b>	<b>Classification</b>	<b>July 1 1994</b>	<b>April 23 1995</b>	<b>Oct 2 1995</b>	<b>April 21 1996</b>	<b>April 20 1997</b>
	<b>SHED</b>					
<b>0406P</b>	<b>Sharpfreezer Person</b>	<b>16.44</b>	<b>16.79</b>	<b>16.94</b>	<b>17.34</b>	<b>17.74</b>
<b>0419*</b>	<b>Local Sales Person</b>	<b>16.44</b>	<b>16.79</b>	<b>16.94</b>	<b>17.34</b>	<b>17.74</b>
<b>0408</b>	<b>Fresh Fish Grader</b>	<b>16.59</b>	<b>16.94</b>	<b>17.09</b>	<b>17.49</b>	<b>17.89</b>
<b>0411P</b>	<b>Sharpfreezer Checker</b>	<b>16.59</b>	<b>16.94</b>	<b>17.09</b>	<b>17.49</b>	<b>17.89</b>
<b>0414</b>	<b>Wet Pump Operator</b>	<b>16.79</b>	<b>17.14</b>	<b>17.29</b>	<b>17.69</b>	<b>18.09</b>
<b>0421P</b>	<b>Temporary Shed Chargehand</b>	<b>16.79</b>	<b>17.14</b>	<b>17.29</b>	<b>17.69</b>	<b>18.09</b>
<b>0422P</b>	<b>Shed Chargehand</b>	<b>17.00</b>	<b>17.35</b>	<b>17.50</b>	<b>17.90</b>	<b>18.30</b>
<b>0422P</b>	<b>Dockside Chargehand</b>	<b>17.00</b>	<b>17.35</b>	<b>17.50</b>	<b>17.90</b>	<b>18.30</b>

<b>Code</b>	<b>Classification</b>	<b>July 1 1994</b>	<b>April 23 1995</b>	<b>Oct 2 1995</b>	<b>April 21 1996</b>	<b>April 20 1997</b>
	<b>MAINTENANCE</b>					
<b>0902</b>	<b>Apprentice Millwright</b>	<b>13.04</b>	<b>13.04</b>	<b>13.04</b>	<b>13.04</b>	<b>13.04</b>
<b>0903</b>	<b>Maintenance Mechanic, 1st 3 months</b>	<b>18.34</b>	<b>18.34</b>	<b>18.34</b>	<b>18.34</b>	<b>18.34</b>
<b>0904</b>	<b>Maintenance Mechanic, after 3 months - no T.Q.</b>	<b>19.96</b>	<b>20.31</b>	<b>20.46</b>	<b>20.86</b>	<b>21.26</b>
<b>0919</b>	<b>Maintenance Mechanic, after 3 months - with T.Q.</b>	<b>21.74</b>	<b>22.09</b>	<b>22.24</b>	<b>22.64</b>	<b>23.04</b>
<b>0921P</b>	<b>Maintenance Chargehand, no T.Q.</b>	<b>20.24</b>	<b>20.59</b>	<b>20.74</b>	<b>21.14</b>	<b>21.54</b>
<b>0920P</b>	<b>Maintenance Chargehand, with T.Q.</b>	<b>22.02</b>	<b>22.37</b>	<b>22.52</b>	<b>22.92</b>	<b>23.32</b>
<b>0905</b>	<b>Electrician, first 3 months</b>	<b>18.34</b>	<b>18.34</b>	<b>18.34</b>	<b>18.34</b>	<b>18.34</b>
<b>0906</b>	<b>Electrician, after 3 months</b>	<b>21.74</b>	<b>22.09</b>	<b>22.24</b>	<b>22.64</b>	<b>23.04</b>

Code	Classification	July 1 1994	April 23 1995	Oct 2 1995	April 21 1996	April 20 1997
	COLD STORAGE					
1901	Cold Storage Worker, Start	14.13	14.13	14.13	14.13	14.13
1902	Cold Storage Worker, 400 hr	15.67	16.02	16.17	16.57	16.97
1903	Cold Storage Worker, 1000 hr	16.44	16.79	16.94	17.34	17.74
1904P*	Warehouse Driver #2 Cold Storage	16.59	16.94	17.09	17.49	17.89
1905P	Warehouseperson #2 Cold Storage	16.79	17.14	17.29	17.69	18.09
1907P*	Heavy Duty Lift Truck Operator	16.87	17.22	17.37	17.77	18.17
1920P	Chargehand #1 Cold Storage	17.14	17.49	17.64	18.04	18.44
1921P	Chargehand #2 Cold Storage	17.14	17.49	17.64	18.04	18.44

Code	Classification	July 1 1994	April 23 1995	Oct 2 1995	April 21 1996	April 20 1997
	REDUCTION PLANT					
0701	Reduction Worker, Start	13.75	13.75	13.75	13.75	13.75
0702	Reduction Worker, 400 hr	15.27	15.62	15.77	16.17	16.57
0705P	Operator/Chargehand	17.14	17.49	17.64	18.04	18.44
	ROE PROCESSING					
3601	Roe Technician, Start	13.75	13.75	13.75	13.75	13.75
3602	Roe Technician, 400 hr	15.27	15.62	15.77	16.17	16.57
3603	Roe Technician, 1000 hr	16.11	16.46	16.61	17.01	17.41
3620P	Roe Chargehand	17.14	17.49	17.64	18.04	18.44
3604	Roe on Kelp Grader	15.27	15.62	15.77	16.17	16.57

Code	Classification	July 1 1994	April 23 1995	Oct 2 1995	April 21 1996	April 20 1997
	OFFICE					
2501	Office Clerk, start	13.14	13.14	13.14	13.14	13.14
2502	Office Clerk, after 1,000 hours	13.79	14.14	14.29	14.69	15.09
2503	Office Clerk, after 2,000 hours	14.45	14.80	14.95	15.35	15.75
2504	Office Clerk after 3,000 hours	15.10	15.45	15.60	16.00	16.40

Code	Classification	July 1 1994	April 23 1995	Oct 2 1995	April 21 1996	April 20 1997
	OTHER					
2101	Casual Labour, Start	13.75	13.75	13.75	13.75	13.75
2102	Casual Labour, 400 hours	15.27	15.62	15.77	16.17	16.57
2200	Office Area Clean Up Person	15.27	15.62	15.77	16.17	16.57
0326P	First Aid Attendant	16.11	16.46	16.61	17.01	17.41
0423P*	Receiver Warehouseperson	16.79	17.14	17.29	17.69	18.09

\* These positions require a trained back-up, as per Article 14.16.

**Note:** Anyone currently receiving a rate more than that shown will retain this rate during the term of the Collective Agreement. The rates shown for chargehands includes the chargehand bonus.

**38.17 Priority Job** - All job classifications listed in the wage schedule with the letter "P" after the classification code shall be considered and referred to as "Priority Jobs". Prior to the signing of the Collective Agreement which expired April 23, 1976, a "Priority Job" was referred to as a "Classified Job". All openings for such jobs shall be posted or bulletined in accordance with the provisions contained in Article 14.00. An Employee who has a "Priority Job" cannot be bumped during straight-time and/or overtime hours by an Employee with greater seniority provided:

- a) the first mentioned Employee is performing work which properly comes within the scope and classification of the "Priority Job",
- b) the work to be done will take more than ten minutes to complete.

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

- i) agreement to do such work is received from the Employee who holds the Priority Job", or
- ii) the Employer, after complying with the provisions of Articles 32.16, 32.17(a), and 32.18 was unable to contact the Employee.

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

**Priority Area** - The Cannery Warehouse (Post Retort Area) is a Priority Area. The crew for this area will be identified via canvas in line with their seniority and capability from the Cannery Seniority List. Those Employees identified as the Cannery Warehouse Crew will be working in the Cannery Warehouse and these Employees will not be subject to bumping by senior Cannery workers employed outside the Cannery Warehouse. When no work is available in the Cannery Warehouse these Employees can work, in order of seniority, elsewhere in the Cannery but under no circumstances will they work in the Cannery and then be assigned to work in the Warehouse during that shift. If work in the Warehouse is to start later in the shift, the crew will be called in order of seniority and perform sanitizing duties

within the Warehouse until the Warehouse functions begin.

- 38.18** All "Priority" positions presently established shall be retained with no additions or deletions, unless mutually agreed by the Union and the Employer.

**ARTICLE 39                   JOB DESCRIPTIONS ADDENDUM**

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

**ARTICLE 40                   TERMINATION OR REVISION**

- 40.01** This Agreement shall be in effect from April 24, 1994, to midnight April 23, 1998 and thereafter from year to year unless written notice to terminate is given by either Party to the other Party within four (4) months immediately preceding the date of expiry of the Agreement, either Party to the Agreement may, by written notice, require the other Party to commence collective bargaining. If no Agreement is reached at the expiration of this contract, the Agreement shall remain in force up to the time an Agreement is reached, or until strike or lock-out notice has been served.

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

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

**Signed at Prince Rupert, British Columbia,**

\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Signed on behalf of:

Signed on behalf of the:

**J.S. McMillan Fisheries Ltd.**      **United Food and  
Commercial Workers  
Union, Local 2000**

**Employer,**  
Party of the First Part

**Union,**  
Party of the Second Part

\_\_\_\_\_  
J. Steve Trummler

\_\_\_\_\_  
Leif Hansen

\_\_\_\_\_  
Debra Nesbitt

\_\_\_\_\_  
Stuart McLean

\_\_\_\_\_  
Steve McMillan

\_\_\_\_\_  
Eric Chamberlain

Wanda Thompson  
**LETTERS OF UNDERSTANDING**

**No. 1 - Re: Contracting Out**

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

**No. 2 - Re: Article 32.01**

The Employer and the Union recognize the Employees' service under the 1994 Seniority Merger Agreement as reflected in the October 1, 1994 seniority lists.

**No. 3 - Re: Seniority Plan**

Upon ratification of this Memorandum of Agreement the Parties will implement the following Seniority Plan. Through this Plan it is the intent of the Parties to create better opportunities for Employees to maximize employment and, therefore, earnings throughout the calendar year. The Company will pursue new market opportunities for the purpose of bringing additional work to the Fairview Plant, i.e. storage, processing, value added products, etc. The Joint Liaison Committee (J.L.C.) shall ensure that the mutual intent of the Parties is met. The J.L.C. shall also monitor and where appropriate have the authority to adjust the number of employees allocated to each department.

**GOAL**

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

**COMMITMENT**

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

**VALUES**

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

**RESPONSIBILITY**

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

**TRAINING**

The Employer shall implement a cross-training program so that all Employees can maximize their hours of work in accordance with their training and the seniority provisions of the Collective Agreement.

1. The present Department seniority lists shall be frozen and the target numbers be reached through attrition. These numbers represent the estimates for Employees

which will be needed in each Department over the long term.

<b>Department</b>	<b>Present Dept. List</b>	<b>Maximum No. of Employees who can select Seasonal Work (salmon only) by seniority June through September</b>	<b>Dept. Targets by Attrition tied to Cross-training</b>
Fillet	160		110
Shed	110	45	65
Cannery	130	30	80
Cold Storage	28	13	15
Reduction	3		3
Roe Processing	4		4
Office	5		5
Maintenance	7		7

2. If additional Employees are needed in a department call-out they will be called out from the Plant Seniority List according to seniority and ability to perform the work (e.g. filleting, forklift, heavy duty). Such call-outs shall in no way supersede any contractual right which an Employee has in the Department, such as overtime.
3. Vacant positions will not be posted unless they are needed.

4. The Will-Work-In-List and references to it will be replaced by this seniority plan and an Employee's option to be designated as a "Seasonal Employee". On an annual basis, Employees from the Cannery, Shed and Cold Storage Department lists will have the option of being designated Seasonal Employees limiting their availability for work to the next salmon season (June through September). This option must be selected by the Employee during the season on a form provided by the Employer. The Seasonal Employee shall continue to accrue seniority throughout the year. Earned benefits coverage shall be maintained for the first full calendar month of non-work.
5. An Employee who does not work during any 15 consecutive calendar months, not including absences which are allowed under the Collective Agreement, will be removed from the seniority list.
6. Implementation date will be October 2, 1995.

#### **No. 4 - Re: Vacations in Transition Year**

In recognition of the fact the Employees who transferred to the Fairview Plant were previously paid out their 1994 vacation entitlement up to September 30, 1994 the parties agree as follows:

1. For the 1995 calendar year only, the Employee **shall** take a minimum vacation time based on time to money earnings from October 1, 1994 to December 31, 1994 **up to** the maximum vacation time equivalent to their seniority.
2. Effective January 1, 1995 vacations are earned according to the Collective Agreement.
3. Effective January 1, 1996 vacations are scheduled according to the Collective Agreement.

#### **No. 5 - Re: Plain Language Collective Agreement**

As soon as possible following ratification, the Parties shall develop a plain language collective agreement by, among other things:

1. Clarifying any ambiguities
2. Eliminating unnecessary duplication
3. Consolidating topical issues
4. Converting gender references to gender neutral language

However, the original signed Collective Agreement shall govern in the resolution of grievances.

#### **No. 6 - Ergonomics Assessment**

The Union and the Employer agree to establish a Committee to conduct an ergonomics assessment in the Bargaining Unit.

**SIGNATURES FOR LETTERS OF UNDERSTANDING:**

**SIGNED AT Prince Rupert, British Columbia, this**

\_\_\_ day of \_\_\_\_\_, 19\_\_.

Signed on behalf of:

Signed on behalf of the:

**J.S. McMillan Fisheries Ltd.**

**United Food and  
Commercial Workers  
Union, Local 2000**

**EMPLOYER,**  
Party of the First Part

**UNION,**  
Party of the Second Part

\_\_\_\_\_  
Steve Trummler

\_\_\_\_\_  
Leif Hansen

\_\_\_\_\_  
Debra Nesbitt

\_\_\_\_\_  
Stuart McLean

\_\_\_\_\_  
Steve McMillan

\_\_\_\_\_  
Eric Chamberlain

\_\_\_\_\_

\_\_\_\_\_  
Wanda Thompson

LH|CM  
Oteu 15  
May 26, 1995/750

Contracts\JSMCMILL\1998

