

Collective Agreement

Between



FFAW | UNIFOR
Fish, Food & Allied Workers

and

**Ocean Choice International
Groundfish Fleet**

MAY 1, 2019 – APRIL 30, 2022

A handwritten signature in black ink, appearing to be 'R. G. Smith'.

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ARTICLE 1 – Recognition

- 1:01 The Company recognizes the Fish, Food and Allied Workers/Unifor as the collective bargaining agent for all crewmembers, excluding Captains, First Mates, Chief Engineers, and Factory Supervisors assigned to the Company's FAS Groundfish Fleet. The Company shall not make any individual agreements with the crew directly or indirectly in conflict with the provisions of this Agreement. Vessels in the Company's Shrimp Fleet are not part of the Groundfish Fleet and no provisions of this Agreement apply to those vessels unless expressly stated herein.
- 1:02 A letter of agreement on the contractual Engineers similar to that of the NF Lynx agreement.
- 1:03:01 It is recognized by the Union and its members that mates and engineers, while members of the bargaining unit, are in fact ship's officers and responsible for the exercise of certain management functions, which functions do not include the final authority to hire, fire, suspend, promote or demote. They will exercise these duties and responsibilities as established by the Company and maintain discipline and efficiency. Membership in the bargaining unit is not to restrict mates and chiefs in the proper performance of their duties.
- 1:03:02 Without limiting the generality of 1:03:01 it is agreed that the prime responsibilities of the mates are:
- a) Pilotage, safety and navigation of the trawler.
 - b) Supervision, as required, of the crew.
 - c) Responsible to the captain for the overall cost-efficient operation of the trawler.
 - d) Direction of the crew in handling raw material at sea to ensure the highest standards of quality.
 - e) Direction of and responsibility for the Bosun who shall report to the mate in the carrying out of his duties respecting quality of raw material and the efficient maintenance of gear on board the trawlers.
- 1:03:03 Without limiting the generality of Article 1.03:01 it is agreed that the prime responsibility of an engineer is to efficiently operate and maintain the engine room and engine room equipment, to maintain other



mechanical and electrical equipment on board the trawlers, and to promote the highest level of maintenance and safety. Engineers shall be directly responsible to the captain, while at sea, for the efficient operation and maintenance of those areas of the trawler that are the responsibility of the engineers.

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

ARTICLE 2 - Union Shop

- 2:01 The Company agrees that all crewmembers within the bargaining unit will become Union members upon hiring and must remain members in good standing as a condition of continuing as a crewmember.
- 2:02 The Captain shall inform the crewmember upon hiring of the existence of the Union and the name of the Union Delegate provided the Company is kept advised of the name of and any changes in the position of the Union Delegate.
- 2:03 In hiring crewmembers, first right shall be given to members of the Fish Food and Allied Workers (Trawler Division) who have the necessary skill and ability to perform the job for which they are to be hired.
- 2:04 Crewmembers, upon being hired by the Company, shall sign a written authorization and the Company agrees to deduct Union dues and other Union assessments from each trip. The Secretary-Treasurer of the Fishermen Food and Allied Workers will advise the Company in writing of the amount to be deducted.
- 2:05 The Company will transmit amounts deducted to the office of the Fish Food and Allied Workers in St. John's together with an alphabetical list of the names of those from whom the deductions were made, by the 15th. day of the month following the month in which the deductions were made.
- 2:06 The Company shall maintain a list of crewmembers who are temporarily ashore and who have advised the company of their availability to sail on other vessels in the fleet. The Union will have access to these lists during office hours.

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ARTICLE 3 - Management Rights

- 3:01 Subject to the terms and conditions of this Agreement, it is the exclusive function of the Company to maintain order, discipline and efficiency, sign on, classify, discharge, transfer, promote, demote or discipline crewmembers.
- 3:02 Subject to the terms and conditions of this Agreement, it is the exclusive function of the Company to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and locations of trawlers, the species to be fished, the methods of operation, sailing and working schedules, kinds and locations of equipment to be used, processing methods and to establish standards of performance for all operations and crewmembers.
- 3:03 The Company may establish from time to time rules and regulations governing crewmembers covered by this Agreement, provided that such rules and regulations are not inconsistent with the provisions of the Agreement.

ARTICLE 4 - Discrimination

- 4:01 No discrimination will be exercised in hiring, transferring, filling vacancies or other terms of employment or working conditions of the crewmembers because of membership in the Union or for accepting positions, serving on committees or representing the crewmembers covered by this Agreement on any grounds including race, creed, color, sex, age, religious or political affiliation.

ARTICLE 5 – Safety and Training

- 5:01 The Company and the Union recognize the importance of ensuring the health and safety of crewmembers while at sea. It is the intention of both parties to achieve and maintain, through mutual co-operation, the highest standards in all areas affecting the health and safety of crewmembers.
- 5:01:01 Where the Company has reasonable grounds to believe that the safety of its operations may be compromised, it may require crewmembers to be tested for the possible use of illegal drugs or alcohol. If the Company elects to do so, it will be done in a manner that minimizes any embarrassment to the crewmembers involved.
- 5:02 Legislation - The parties recognize all provisions in existing legislation having jurisdiction over matters related to the operation of trawlers and related to occupational health and safety. The parties accept the

principles embodied in the Occupational Health and Safety Act, in relation to the activity of fishing. Related issues will be dealt with through the Occupational Health and Safety Committee.

5:03 Committees – The parties are agreed to the continuance of the following Committees which will provide an overall framework to deal with all issues related to occupational health and safety, accident prevention and loss control:

5:03:01 There shall be, on each vessel, a Vessel Health and Safety Committee comprised of three representatives of the Union and the Captain and/or his designates representing the Company. The Committee will conduct safety inspections on a trip-by-trip basis prior to the scheduled, on-board, Committee meeting. Actions/discussions will be documented and forwarded to Management and Union representatives on trip completion.

5:03:02 There shall be a Corporate Vessel Health and Safety Committee comprised of three (3) members from management and three (3) members selected by the Union. This Committee will assess, review, and advise on all matters related to Health and Safety involving the operation of the trawlers within the fleet.

The Corporate Vessel Health and Safety Committee shall meet two (2) times a year to:

- (a) Review and analyze health and safety data for all trawlers in the fleet;
- (b) Review all matters referred to it by the individual Vessel Health and Safety Committees;
- (c) Review and analyze standards and regulations affecting Health and Safety Programs within the Company;
- (d) Review and recommend guidelines for crew training and education;
- (e) Make recommendations to achieve the highest standards and best possible results in safety, health, accident prevention, and loss control.

5:03:03 It is agreed that a Union representative has the right to be involved in any accident investigation.

5:04 Any work necessary for the safety of the trawler, crew, cargo or tow, for the saving of other ships, lives or cargo shall be performed at any time on immediate call by all crewmembers notwithstanding any other provisions

of this Agreement which might be construed to be contrary. The Captain shall be the sole judge. No crewmember shall be required to endanger his personal safety in order to save equipment, gear, cargo, hull and machinery.

- 5:05 Any safety regulations which the Company may now have in force for the safety of the trawlers or crewmembers and any further regulations or amendments to existing regulations, which the Company may put into effect following discussion with Union representatives and the Vessel Safety Committee, during the term of this Agreement, and which are brought to the attention of crewmembers, shall be strictly adhered to by all crewmembers.
- 5:06 It is agreed that tackle regulations will conform with Canadian Coast Guard Standards for fishing vessels and apply to all trawlers coming within the scope of this Agreement.
- 5:07 A medicine chest and first aid kits, shall be maintained on each trawler. The medicine chest shall be kept in the Vessel's Hospital, or other designated area and adequately stocked in accordance with recommendations of the Company's medical advisor.
- 5:07:01 It shall be a requirement that two (2) qualified (standard training) first aiders, where possible, will be on each trawler.
- 5:07:02 The Company will ensure, on a continuous basis, that there are sufficient personnel trained to meet the requirements of clause 5:07:01. The crewmembers selected through joint consultation between the Company and the Union will suffer no loss in benefits and will be selected initially from ships' officers: the Captain, Mates, and the Chief Engineer. In the event that an individual in these classifications is not inclined to take such training, the parties shall choose another crewmember.
- 5:07:03 Company Seniority lists, when posted, shall indicate relevant certification and expiry dates (i.e. First Aid, MED, Transport Canada). The onus is on the employee to notify the Company immediately of any errors or omissions in the posted information.
- 5:07:04 All crewmembers must, on boarding, present to the Captain all relevant valid documentation before sailing. Crewmembers who do not provide the necessary documentation will not be permitted to sail.
- 5:08 Drills recommended by the Corporate Vessel Health and Safety Committee will be carried out in accordance with the recommendations.



- 5:09 It shall be a condition of employment for all new crewmembers sailing on trawlers within the fleet that they shall have first completed a medical satisfactory to the Company.
- 5:10 In the event of the development of a chronic condition such as repetitive illness or disability, the Company reserves the right to have a crewmember have a medical examination. The medical report shall be reviewed by the Company and the Union to assess the capability of the crewmember to continue employment on trawlers at sea. The medical report will be directed only to the issue of fitness to go to sea in a working capacity.
- 5:11.01 The Company will continue to provide, at its cost, WHMIS and the appropriate level of first aid training. The company will pay the fees associated with Seafarer's Medical and Bridgewatch certification. During the life of this Agreement, the Company and the Union will discuss the subject of training including such matters as relevant courses and other programs, funding arrangements, and participation requirements.
- 5:11.02 All new hires in permanent positions will be required to have, and maintain, the qualifications stipulated by the Company for the specific job classifications.
- 5:11.03 The Company will determine its training needs for a specific crewmember(s) in specific job classifications. When the Company requires such a crewmember(s) to have certain qualifications, for example, a Bridgewatch certificate and any MED upgrade required for such certification, or higher engineering certification, it will, subject to budget constraints, cover the cost of tuition, textbooks and fees associated with training for that crewmember(s).
- 5:11.04 Crewmembers failing to attend a scheduled training program without acceptable reason of illness, bereavement or other acceptable circumstances, will be subject to a \$250 financial penalty to be deducted on the next following settlement.
- 5:12 The Company may determine that further certification and training is required and crewmembers will be required to participate in any such prescribed programs.

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ARTICLE 6 - Transfers and Relocations

- 6:01 The Company will give preference of employment to crewmembers who wish to transfer from one operating division to another, or seek employment at another Company operation within the Province as a result of having to relocate their permanent residence. Subject to the terms and conditions of the applicable Collective Agreement and the conditions prescribed in this Article, the Company will recognize a crewmember's length of service for the purposes of calculating vacation entitlement and profit sharing within a year if the crewmember is otherwise eligible.

ARTICLE 7 - Classification of Crewmembers

- 7:01 The Company and the Union agree to classify the regular seniority crewmembers on OCI trawlers and remunerate those crewmembers according to their skills and competence.

ARTICLE 8 - Definition of Collective Agreement

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

ARTICLE 9 - Job Security

- 9:01 It is agreed that the parties will use their best efforts to ensure that one of the primary objectives of National and Provincial fisheries policies shall be the catching of all Canadian fish stocks in Canadian owned, operated and crewed vessels.
- 9:02 The Company will not use shore personnel to replace crewmembers except where no other alternative is readily available.



ARTICLE 10 - Union Representative

- 10:01 A Union staff member, or other official representative employed full time or part time by the Union, will be allowed access to the wharves, offices, and trawlers of the Company for the transaction of Union business. The Union representative shall first notify management of his presence and indicate the nature of his business and he shall not disrupt normal Company operations.
- 10:02 One member of the crew shall act as Union Delegate representing the crewmembers of his trawler in dealing with matters concerning the administration of this Agreement.
- 10:03 Mail may be forwarded to Union Officers in care of a specific plant address for pick-up.

ARTICLE 11 - Information Exchange

- 11:01 The Union shall supply the Company in writing with the names, addresses, and positions of all Union officials responsible for the administration of this Agreement. The Union will notify the Company of any changes. Only those persons designated by the Union as officials shall be recognized by the Company as acting officially on behalf of the Union.
- 11:02 The Company will submit to the Union, the name of the crewmember, the address, and phone number. Such information will be updated semi-annually. The Company further agrees to notify the designated Union Representative of all job postings, transfers, retirements, resignations, and deaths. Copies of answers to grievances and any written discipline including dismissals will be forwarded to the Union.
- 11:03 The T-4 slips issued to the crewmembers at the end of the year will contain a statement of the amount of Union dues deducted during the year.

ARTICLE 12 - Seniority

- 12:01 No crewmember shall attain seniority with the Company without having first completed a probationary period, two (2) trips, as a probationary crewmember on Company trawlers. Upon the successful completion of the probationary period, a crewmember's seniority shall be dated as of his initial date of hire. At any time during the probationary period, a Captain shall have the right to discharge a crewmember who, in the Captain's



judgment, is unsatisfactory. The probationary period will end twenty-four (24) hours after docking on the second (2nd) trip in which the probationary crewmember has completed.

12:02:01 The Company shall recognize, for crewmembers serving on Company trawlers, two types of seniority, which shall be defined as follows:

- a. Boat Seniority - Shall mean the length of continuous service as a seniority crewmember on a particular trawler and any seniority previously accumulated on other Company trawlers which a crewmember brings with him to the trawler to which he is currently assigned;
- b. Fleet Seniority - Length of continuous service as a seniority employee on Company trawlers within the fleet.

12:02:02 A fleet seniority list showing the length of service for all crewmembers with the Company will be posted at each location. A Boat seniority list will be posted aboard each trawler, with copies of all lists being supplied to the Union. A first list shall be posted within two (2) months of the signing of this Agreement and updated thereafter at six (6) month intervals.

12:03 When a permanent vacancy occurs on a trawler, so that members of the fleet may apply in writing and within the posting period for the position, the Company shall post the vacancy in the galley of all trawlers currently in operation. A copy of the posting shall be provided to the Union. The posting period shall run for thirty (30) days from the date of the posting. The parties may agree in any particular case to shorten the posting period.

12:04 Any promotion or permanent vacancy within the bargaining unit shall be filled on the basis of seniority and ability; and where ability is sufficient to perform the required duties, seniority shall govern. Promotions and permanent vacancies on a vessel shall be filled first by applicants from the Groundfish Fleet using their fleet seniority and then, if necessary, by applicants from the Shrimp Fleet.

12:05 When the senior applicant does not obtain the promotion or fill the vacancy, if requested by the Union, the Company will provide the reasons therefore.

12:06:01 The Company will hire additional crewmembers (relievers) to fill temporary vacancies, resulting from the absence of crewmembers who have Boat Seniority, due to authorized leaves of absence. These relievers



will attain Fleet Seniority if they successfully complete the probationary period as prescribed in Article 12:01.

- 12:06:02 A temporary vacancy of six (6) months or less shall be filled in the first instance, by Boat Seniority from the crew on the trawler on which the vacancy occurs, provided the crewmember has sufficient ability to perform the required duties. If the position is not filled by a crewmember from that vessel, it shall be filled by a crewmember with Boat Seniority on another vessel if one is available with sufficient ability to perform the required duties. A reliever shall be used only if the Company is unable to fill the vacancy as indicated above. The replacing crewmember shall remain in the position until the earlier of the return of the absent crewmember or six months, except if displaced before then by a qualified regular crewmember whose trawler is out of service as a result of mechanical breakdown or refit, for a period known to be in excess of fifteen (15) days.
- 12:06:03 When relievers are needed to fill temporary vacancies in accordance with this Agreement, they will be called in order of fleet seniority and ability, on the principle that the most senior, qualified crewmember ashore will be the crewmember assigned to the trip. (Subject to 12:16)
- 12:06:04 Relieving crewmembers who have Fleet Seniority must accept a permanent vacancy in their classification on a trawler to which their seniority entitles them and for which they are qualified. Failure to do so will result in loss of all seniority and release from employment with the Company.
- 12:06:05 When a relieving crewmember, with fleet seniority, acquires a permanent position on a vessel, he will be subject to a further probationary period of the greater of sixty (60) seadays, or two (2) trips in the new position. If he fails his probationary period, he will not retain his reliever status. When a relieving crewmember with Fleet Seniority, who has not held a permanent position prior to 2002, acquires a permanent position on a trawler, his Boat Seniority and Fleet Seniority will be recognized as being equivalent.
- 12:07 Crewmembers with Boat Seniority in the Groundfish fleet will take priority over relievers in the filling of temporary vacancies on the Newfoundland Lynx. It is understood that allowing crew members to sail on the Newfoundland Lynx will not adversely affect sailing schedules or crewing of the Groundfish fleet.

- 12:07:01 The company agrees to form a joint committee with the union to oversee relief trips on the Lynx. Company will provide crewing lists for each Lynx sailing. The committee will meet four times a year to ensure groundfish crew members have sailing opportunities on the Lynx.
- 12:08 Crewmembers shall retain and accrue seniority while:
- On leave of absence authorized by the Company including leave of absence for Union business;
 - On normal tie-up;
 - On sick leave or Workers' Compensation for a period of up to twenty-four (24) months (subject to 12:10);
 - Promoted outside the bargaining unit for a period of up to six (6) months;
 - Awaiting transfer to another trawler in the fleet;
 - On lay-off up to twenty-four (24) months;
- 12:09 Crewmembers shall lose seniority when:
- Discharged for just cause;
 - Quit;
 - On sick leave or Workers' Compensation in excess of twenty-four (24) months (subject to 12:10);
 - Having failed to return to work without just cause following a leave of absence;
 - Having failed to return to work following recall from lay-off;
 - On lay-off in excess of twenty-four (24) months;
 - Promoted outside the bargaining unit for a period in excess of six (6) months;
- 12:10 The status of a crewmember on sick leave or Workers' Compensation will be reviewed at the end of one (1) year and at the end of twenty-three (23) months. Where the parties mutually agree, a crewmember may retain seniority for a defined period beyond twenty-four (24) months.
- 12:11 The Company will notify crewmembers of recall from lay-off by contacting the last address given. Crewmembers will advise the Company immediately if they accept the recall and will return to work within a reasonable time, except when just cause exists. Crewmembers who have just cause preventing their return to work may be temporarily replaced.

- 12:12 In all matters concerning lay-off and recall of crewmembers, the Company shall select individuals on the basis of seniority and ability. Ability shall be defined as the crewmembers' capability of performing the work at hand.
- 12:13 The selection of crewmembers for replacement and new trawlers shall be on the basis of seniority and ability; and where ability is sufficient to perform the required duties, seniority shall govern. However, in selecting mates, selection shall be on the basis of seniority and ability. Seniority shall apply only when two or more candidates are relatively equal to each other in terms of ability.
- 12:14 When a crewmember is promoted to another position, he shall have the right to return to his former position prior to the commencement of his second trip. Any other crewmembers affected shall be returned to their former position(s) without loss of seniority.
- 12:15 Where the number of trawlers has been reduced and lay-offs/terminations occur, the Company agrees to rank crewmembers on the basis of their Fleet seniority and lay-off the equivalent number of the most junior crewmembers within each classification or lower classification, to ensure the placement of the crewmembers of the displaced trawler who have sufficient seniority. Crewmembers laid-off will be placed in a position on the Fleet Seniority List to which their seniority entitles them. Crewmembers must have the ability to perform the duties of the crewmembers that they replace.
- 12:16 Relieving crewmembers who are called for a trip and refuse to sail without just cause, communicated at the time they are called, shall not be permitted to sail on the vessel until completion of the trip he refused, plus the next trip taken by the vessel. A reliever who, in a calendar year, refuses to sail without just cause on two trips shall be removed from the Relievers' List. It is further agreed that where the Company has less than six (6) hours' notice of the need for a relieving crewmember, and none are at the port seeking a trip at sea, the Company may call the relievers who resides closest to the port. If no one on the relief list is available within twenty (20) miles of the Vessel, the Company may take on a new reliever if available. No Vessel scheduled sailing time shall be delayed by reason of the requirements of this clause.

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ARTICLE 13 - Leave of Absence

- 13:01 Crewmembers will be granted leave on compassionate grounds when notice is received. Leave of absence, without pay, for personal reasons will be considered on an individual basis and will not be arbitrarily denied.
- 13:02 A crewmember desiring a trip off shall make a request at least two (2) weeks prior to scheduled sailing time. The Company will grant such requests in the order received provided that it shall not be required to grant time off to more than five (5) crewmembers at any one time. Such leaves shall be restricted to not more than one (1) deck officer, one (1) engineer, one (1) factory worker, (1) cook or steward, and one (1) deck worker, in the regular crew at any one time.
- 13:03 The Company agrees that, under special circumstances such as training, bereavement, special family leave, etc., where it is mutually agreed between the Company and the Union, a crewmember will be permitted to take back-to-back trips. This provision will not permit a crewmember to sail more than his annual number of trips.
- 13:04 The Company agrees to grant leave of absence without pay to any crewmember for the purpose of attending a recognized Institution in order to improve his skills as a crewmember, provided that the Company shall not be bound to grant such leave to more than two (2) crewmembers per vessel at any one time.
- 13:05 The Company will grant, upon receipt of reasonable notice, leave of absence without pay for the purpose of attending to Union business. Such leaves shall not involve any interruption of sailing schedules due to the numbers of classifications involved.
- 13:06:01 Crewmembers on short term leave of absence approved by the Company will have insurance coverage maintained for not less than ninety (90) days; premiums to be paid by the crewmember as required. Where a crewmember is on an approved leave of absence for training under 13:04, the Company will continue to pay its portion of insurance premiums during the period of training, and the crewmember will pay his portion as required.
- 13:06:02 When a crewmember is on short term layoff lasting up to ninety (90) days, the Company shall continue to maintain his insurance coverage, the total cost of which will be paid by the crewmember as required.

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ARTICLE 14 - Standard Crew

- 14:01 Standard crew with respect to existing trawlers, including Captain, shall be outlined in Schedule "B" attached to and forming part of this Agreement.
- 14:02 This Agreement permits the sailing of vessels with less than the standard number in the crew where a majority of the crewmembers agree.
- 14:03 The Company agrees that in the event that it charters out its trawlers, regularly engaged in fishing, to the Department of Fisheries and Oceans or engages in fishing experiments in conjunction with the said Department, it will maintain the standard crew for that particular class of trawler or whatever number of crewmembers are required to operate the trawler while on charter. Crewmembers who sign on for chartered trips shall agree to the full duration of the trip without crew change, unless a crew change is deemed necessary by the Company.

ARTICLE 15 - Sailing Schedules

- 15:01 When a trawler lands a trip at any port, other than its home port, the Company shall choose and pay transportation expenses for the crew to the home port and return.
- 15:02 All scheduled sailings will be in accordance with Schedule "B" attached to and forming part of this Agreement.
- 15:03 The crew of FAS vessels scheduled to sail will join the vessel as required by the Company. Approximately one (1) week before the anticipated sailing date, the Company will notify the crew of that date. In that regard, each crewmember will provide a point of contact where he can be reached directly by phone. The Company will have fulfilled its obligation to give such notice by either contacting the crewmember or leaving a message at the point of contact. The Company shall have no responsibility to a crewmember who does not advise of any change in his point of contact. The vessel will sail when deemed ready by the Company. If, during the winter fishery, it is necessary for a crewmember to travel on the day before a sailing to make the scheduled sailing time, the Company will pay for the cost of his meals on the vessel until the sailing time.
- 15:04 The sailing time for trawlers landing after a trip has commenced
- (a) coming out of bad weather,
 - (b) landing a crewmember,
 - (c) for minor repair, or



(d) delays arising after landing,

shall be the earliest possible hour after landing regardless of the day or hour of the day.

ARTICLE 16 - Christmas Tie-Up

- 16:01 FAS vessels will not be scheduled to sail on December 24, 25, 26 or 31.
- 16:02 The Company agrees that no FAS crew will be required to be at sea for two consecutive calendar years during Christmas. In the event that a FAS vessel is brought ashore for Christmas, the vessel shall land no later than 1800 hours on December 23 and sail no earlier than 1200 hours on December 27.
- 16:03 The Company agrees that if a crewmember is out at sea on Christmas Day a bonus of three hundred dollars (\$300.00) will be paid to him.

ARTICLE 17 - Watches

- 17:01 For FAS vessels, watches shall be run on the basis of six (6) hours on and six (6) hours off.
- The actual watch for the trawler shall be determined by a majority of the crewmembers including the Captain.
- 17:02:01 Watches in the engine room, shall be on a six (6) hours on and six (6) hours off basis.
- 17:02:02 The Company agrees to a six (6) hours on and six (6) hours off watch system for experimental fishing trips.
- 17:03 Watches shall not be broken unless it is determined by the Captain to be an emergency.
- 17:04 No crewmember shall be required to remain on deck for more than his watch, subject to Article 5:04 hereof.
- 17:05 Not more than two (2) crewmembers, excluding the officer of the watch, shall be required in the pilot house while the trawler is steaming, laying or jogging.



ARTICLE 18 - Weighing and Grading

- 18:01 The crewmembers may appoint and pay tallymen to act on their behalf in checking, weighing and grading of fish landed and the disposal of fish graded as reject.
- 18:02 The rules and procedures for weighing and grading fish are outlined in Schedule "C" attached to and forming part of this Agreement.
- 18:03 Any irregularities or deviations from the rules and procedures shall be subject to grievance and arbitration procedure.
- 18:04 The production manager or his designate shall be responsible for recorded weights and is the Company's representative in the event of any question or dispute.
- 18:05 Hails are intended to refer to the gross weight by species estimated to be on board the vessel at a given time.

ARTICLE 19 - Trip Settlement & Advance

- 19:01 Crewmembers' classifications and method of compensation are set forth in Schedule "A" attached to and forming part of this Agreement.
- 19:02 Where the use of new technology in fishing gear may result in a significant deviation from normal fishing, the Company agrees to consult with the Union prior to the commencement of the trip and will, if necessary, negotiate a method of compensation.
- 19:04 All purchases, with the exception of rubber boots, rubber clothes, and gloves, in addition to deductions in common to all crewmembers (e.g. statutory deductions and group insurance), shall be deducted from the Advance portion of the lay arrangement.
- 19:05 Income from all sources (e.g. travel, work-in-port, trip settlements, advances) will be paid in one weekly deposit, with sources clearly identified on records of payment. Travel allowances will be included in deposits for regular crewmembers prior to sailing and in the first deposit following sailing for relieving crewmembers.
- 19:06 Amounts owed to the Company, by individual crewmembers, shall not exceed \$1500.00. Any amount in excess of this limit will be recovered



from settlements if possible. Otherwise, the Company will recover from Advances (up to a maximum of ten (10) percent at any one time). The Company will not discontinue advances while a crewmember is at sea or during the equivalent shore time.

- 19:07 Advances for Relievers will commence during the week of the sailing provided the vessel sails on or before Tuesday; otherwise advances will commence the following week.

ARTICLE 20 - Reporting Pay

- 20:01:01 Crewmembers reporting for a scheduled sailing, which is delayed through no fault of any of them, shall receive reporting pay under the following terms and conditions:
- 20:01:02 All crewmembers must be present, prepared and willing to start work immediately and ready to sail;
- 20:01:03 Reporting pay, when applicable, will be computed from the time when all the crewmembers are ready to sail on or after the scheduled sailing time;
- 20:01:04 Provided the trawler sails within two (2) hours of the time referred to in Article 20:01:03, reporting pay shall not apply unless a crewmember is required to work during that period;
- 20:01:05 Crewmembers who work on a vessel while in port shall pay for meals consumed on board.
- 20:01:06 Should a trawler not sail within two (2) hours of the time referred to in Article 20:01:04, the crewmembers shall receive reporting pay at work-in-port rates starting two (2) hours after the scheduled sailing time until the trawler actually sails or the crewmembers are released. In any event, crewmembers will not be paid in excess of twelve (12) hours in a twenty-four (24) hour period, unless required to work. Should crewmembers be released, they shall receive a minimum of four (4) hours reporting pay or payment for the actual hours they were required to stand by, whichever is greater.
- 20:02 Where a trawler commences a trip but returns to port within twenty-four (24) hours for reasons unrelated to the crewing of the trawler, the crew shall not receive less than the equivalent of four (4) hours at work-in-port rates. The amount of compensation shall be as follows:



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

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

ARTICLE 21 - Work-in-Port Pay

21:01:01 Rates for work-in-port shall be.

2 nd Mate	Bosun/Cook/ 2 nd Engineer	Deckhand
\$16.00	\$15.50	\$15.50

Shore work during refits to be paid as per current practice. Ship painting during refits to be paid at \$18.59 per hour. Work to be completed during mobilization and demobilization of vessel during experimental trips to be paid at sea going day rate as per the collective agreement.

21:01:02 Crewmembers who work on a vessel while in port shall be paid in accordance with their own vessel classification.

21:02 When it is required to move a trawler while in port, it shall be done by crewmembers. Crewmembers will be paid for such work at work-in-port rates.



- 21:03 When a trawler lands during a fishing trip and resails to continue fishing without discharging fish, crewmembers required to work while in port or crewmembers required to remain on board the trawler or on Company property shall be compensated at work-in-port rates. Where crewmembers are not put to work, or are not required to remain on Company property, daily per diems will continue, provided all crewmembers are available at sailing time. The Cook shall be paid for eight (8) hours each calendar day. Engineers shall be paid for keeping watch. Crewmembers shall receive compensation under this Clause under either work-in-port rates or per diem whichever is applicable.
- 21:04 Crewmembers on work-in-port rates shall be paid time and one-half of the regular rate for all hours worked in excess of twelve (12) hours in a day. A day is defined as a twenty-four (24) hour period commencing at twelve (12:00) midnight for the purpose of this paragraph. There shall be no pyramiding of any overtime and/or premium pay under this Article.
- 21:04:01 When a trawler arrives at the port of discharge all members of the crew will be released with the exception of the 1st Mate, Chief Engineer, Cook, 2nd Mate, 2nd Engineer, and Bosun. They will be required to remain with the trawler, if needed to stay, until relieved by members of the sailing crew, with the exception of engineers who will remain with the trawler until released by the Company. Crewmembers retained will be required to work and will be compensated at reporting pay rates hours worked.
- 21:05 When a trawler lands at a port to discharge and crewmembers are not released, crewmembers shall be paid at work-in-port rates at the basic rate for all hours they are required to stand-by while discharging is taking place. When the trawler sails following such discharging of fish, the crew will be placed on per diem.
- 21:06 Engineers working ashore on trawlers during refits shall be compensated at the rate of his equivalent shore classification or work-in-port rates whichever is the greater. Chief and 2nd engineer ashore will be defined as per trade classification in each port.

ARTICLE 22 - Sailing other than Fishing Trips - Method of Compensation

- 22:01 Crewmembers shall be compensated in accordance with Article 21 – Work in Port Pay.



ARTICLE 23 - Tow Job, Diversion Pay

23:01 When a trawler is required to:

- i. Make a tow of another vessel;
- ii. Stand by another vessel;
- iii. Assist in retrieving another vessel's gear; or
- iv. Assist another vessel at the Company's direction;

the crewmembers shall be paid in accordance with the following schedule, a daily rate, including per diem, prorated to the nearest hour, for the time the trawler is diverted from fishing. Income earned in this category is to be paid as part of the regular trip settlement. These rates will increase by same dollar value as per diem.

2 nd Mate	Bosun/Cook/ 2 nd Engineer	Deckhand
\$272.62	\$256.89	\$222.98

23:02 Where a tow job is made, payment under this clause shall apply from the time a trawler stops fishing until it is in the same or equivalent position to resume fishing during that trip or the trip is terminated and the crewmembers released. Refueling of the trawler at sea is not considered to be a diversion from fishing at sea under this clause.

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

ARTICLE 24 - Salvage Pay

24:01 In the event that a trawler salvages gear or equipment for which an owner cannot be identified, the fair market value of the gear or equipment will be established, at which time fifty percent (50%) of the fair market value will be divided equally among all crewmembers provided the salvaged gear or equipment is salvaged under the principles of admiralty law. Any dispute

over fair market value may be referred to arbitration. If the owner has been identified, the gear and/or equipment will be recovered pursuant to the provision of 23:03.

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

ARTICLE 25 - Jury Duty

- 25:01 The Company shall grant leave of absence without loss of seniority or accumulative benefits to a crewmember who serves as a juror.

ARTICLE 26 - Bereavement Leave Pay

- 26:01 In the event of a death of a spouse, child, mother, father, brother, sister or grandchild and a crewmember has to be brought ashore before the completion of a trip the crewmember shall receive \$750 per week pro-rated for the portion of the trip missed unless he is required to rejoin his vessel after a reasonable period of time ashore.
- 26:02 In the event of a death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, or legal guardian and a crewmember has to be brought ashore before the completion of a trip the crewmember shall receive \$400 per week pro-rated for the portion of the trip missed unless he is required to rejoin his vessel after a reasonable period of time ashore.
- 26:03 Should a crewmember suffer a bereavement after the vessel lands and that crewmember is scheduled to work he shall be paid to a maximum of two (2) days in accordance with Clause 21:01:01.
- 26:04 For the provisions of 26:01 and 26:02 to be operative the crewmember shall be put ashore in order to attend the funeral.
- 26:05 Should the Company decide that a replacement is needed, the replacement shall share in the gross stock for his portion of the trip. Should the Company not replace the crewmember then it shall add the per diem due the replacement to be shared equally among the remaining crewmembers.
- 26:06 In the event of bereavement at sea, the Company will choose and pay the transportation costs of the crewmember, if he is landed outside his home port, to his home port.
- 26:07 When a crewmember is scheduled to sail and a bereavement occurs as defined in 26:01 or 26:02 resulting in the crewmember missing his trip due to the trawler's sailing before the funeral the crewmember shall be



compensated at the weekly rate of \$750 or \$400 respectively for the trip that is missed due to the bereavement.

ARTICLE 27 - Illness or Injury

- 27:01 Should a crewmember become ill and have to be brought ashore before the completion of a trip he shall receive \$750 for the first week of the illness. Should a crewmember be injured and have to be brought ashore before the completion of a trip as a result of a compensable injury, he will be subject to Workers' Compensation from the date he disembarks.
- 27:02:01 Should the Company decide a replacement is needed as a result of illness or injury, the replacement shall share in the gross stock for his portion of the trip. Should the Company not replace the crewmember then the additional share will be divided equally among the remaining crewmembers.
- 27:02:02 If a crewmember earning bonus is injured during the trip and elects to take a lower paying position for the duration of the trip, instead of being brought ashore, he shall receive his regular bonus for the trip.
- 27:03 In the event of illness or injury a doctor's certificate must be supplied by the crewmember upon request. The Company reserves the right to have a crewmember submit to a medical examination administered by an independent medical advisor.
- 27:04 In the event a crewmember is injured in the performance of his duties after reporting for a scheduled sailing, and misses the trip as a result of such injury, he shall be subject to Workers' Compensation from the date of the injury.
- 27:05 In the event of an injury or illness at sea the Company will choose and pay the transportation costs of the crewmember, to his home port.
- 27:06 Notwithstanding all other provisions of this Agreement, the parties agree, in the discharge of their mutual duty, to cooperate in early and safe return to work from an injury or illness. The Company shall make every reasonable effort to provide suitable, modified, or alternate employment to crewmembers who may be temporarily unable to return to their regular duties because of an occupational or non-occupational injury or illness. Crewmembers with such limited functional abilities, who seek and are able to be reasonably accommodated without undue hardship, may be located to jobs available in their or other vessels or plants. However, such accommodation shall not cause the displacement of a crewmember or



employee having greater seniority than the crewmember to be accommodated. The accommodation shall be of a temporary duration only for the purpose and to the extent of enabling the accommodated crewmember to be able to return to his pre-injury job.

ARTICLE 28 - Living Conditions

- 28:01 Crewmembers are responsible for cleaning their own company issued linens, pillows and pillow cases.
- 28:02 The Company, where applicable, will review with the Union representatives what is necessary to provide oilskin lockers, and will endeavor to have such lockers heated. The Company, where applicable, will also review with the Union representatives what is realistically possible on a trawler to ensure appropriate temperature controls for crew comfort. Fans will be installed in crew quarters where required on vessels identified at the time of signing of this Agreement.
- 28:03 Each trawler shall be equipped with a radio for the use of crewmembers. The Company will locate the radio on each trawler in an appropriate place as determined by a majority of the crew in consultation with the Captain.
- 28:04 The Company agrees to install and maintain a television set and microwave oven, on each trawler subject to the following terms and conditions:
- The Company will be responsible for normal maintenance only and the Union and the crewmembers agree that the television, and microwave oven shall in no way interfere with the sailing schedules of a trawler or its operations while at sea.
- 28:05 Good drinking water and water coolers will be provided on all trawlers.
- 28:06 The Company shall maintain the practice of responsibility for ship supplies at Company expense.
- 28:07 The Company shall provide a secure locked facility for crewmembers' personal fishing gear to be stowed between trips.
- 28:08 The Company will provide satellite TV for all vessels.
- 28:09 A washer and dryer will be installed and maintained.

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ARTICLE 29 - Provisions

- 29:01 The crew will be charged the actual cost of provisions consumed on a trip-by-trip basis, adjusted for meals consumed in port. Cooks will order provisions based upon the principle of replenishing provisions consumed and sign the supplier invoice for provisions received. Any provisions ordered above that required to replenish the provisions consumed, will be paid by the applicable crew
- 29:02 If perishable food is spoiled as a result of a long turnaround period the Company will replace it.
- 29:03 The Company has agreed to work with the cooks to facilitate the purchase of provisions at alternate locations.

ARTICLE 30 - Working Conditions

- 30:01 The sailing crew will be responsible for placing and stowing onboard all gear and supplies required for the upcoming trip.
- 30:02 The crew will be responsible for maintaining the trawler in a clean condition at all times relating to the performance of their duties. For greater clarity, the general principle will be that whoever makes a mess on the vessel, cleans it up. For example, when a contractor does work on the vessel during a turnaround, he will be expected to clean up any work debris. In exceptional circumstance, it may be necessary to sail and have the crew do some of this clean-up work, in which case work-in-port rates will be paid for an appropriate amount of time.
- 30:03 Main warps will be placed onboard by the crew.
- 30:04 When wire is ordered for the trawler it will be spliced on board.
- 30:05 The Company will provide at least one (1) hour clean-up time for the crew prior to arriving in port.

ARTICLE 31 - Vacation Allowance

- 31:01 Based on the number of sea days in continuous service since the date of last employment with the Company as a crewmember, crewmembers will receive vacation allowance as follows:

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0-519 sea days 4% of earnings

520 sea days to 1439 sea days 6% of earnings

1440 sea days and over 8% of earning

Full days worked during an in-port turnaround or a refit shall be deemed to be sea days for the purpose of this clause.

31:02 Crewmembers will be paid their vacation allowance, at the appropriate rate, on all earnings.

ARTICLE 32 - Clothing Allowance

32:01 The Company agrees to pay a clothing allowance of \$2.50 per seaday, up to a maximum of \$300.00 per calendar year, to permanent crewmembers. Payment will be made not later than January 31st in the year following the calendar year in which it was earned.

32:02 The Company agrees to provide each crewmember with floater jackets on a replacement basis (replacement to be determined by the Captain based on overall usage and safety.)

32:03 A pool of floater suits will be maintained and provided, as needed, for use by deckhands when vessel is fishing North.

32:04 Aprons will be provided for cooks as required.

ARTICLE 33 - Ship Loss Allowance

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

33:02 Crewmembers may claim for loss of personal items left on a trawler between fishing trips should the trawler be lost or burned, such compensation to be limited to the value of the items proven to have been on board at the time of loss up to the maximum allowed in 32:01.



ARTICLE 34 – Group Insurance

- 34:01 Regular crewmembers on all vessels in the fleet will be required to enroll in the main plan. The cost of the plan will be cost-shared 50% crewmember/50% employer.
- 34:02 A description of the main plan is set out in Schedule "E" for the benefit of crewmembers. The description is not intended to be part of the Collective Agreement as benefits are subject to the master policy.

ARTICLE 35 - Conduct and Discipline

- 35:01 The Company maintains a policy of zero tolerance for illegal drugs and alcohol. Illegal drugs and/or alcohol brought on board will be confiscated and destroyed by the Captain without any compensation to the crewmember. Possession of illegal drugs or alcohol on board the Vessel is just cause for discipline up to and including dismissal. The crewmember agrees to make the Captain aware of any prescription drugs that will be taken by the crewmember on a trip.
- 35:02 In matters of discipline, the crewmember, at his request, may be accompanied at meetings relating to such action by his Vessel Delegate or, if the crewmember involved is the Vessel Delegate, by a crewmember on the opposite watch.
- 35:03 When a crewmember is suspended or discharged, written notice of such action stating the reasons therefore shall be forwarded to him, with a copy to the Union, within three days after docking. All letters of discipline shall be issued from the Captain or the Operations Manager.
- 35:04 Crewmembers, who without just cause or without having received permission, fail to report for a scheduled sailing, shall be subject to discipline up to and including discharge.
- 35:05 When a crewmember is discharged away from a trawler's home port, the Company shall choose and provide his transportation and lodging back to the home port. The Company has no responsibility for a crewmember who quits.
- 35:06 Matters of a disciplinary nature or expressions of dissatisfaction with the performance of a crewmember shall be recorded in writing and placed in the personnel file of the crewmember with a copy to the Union. Such matters if not recorded, shall not be considered as part of a crewmember's record. The record of disciplinary action will be removed from a



crewmember's file after he has made six (6) trips if no further disciplinary action has been taken.

ARTICLE 36 - Grievance Procedure

36:01 No crewmember shall be disciplined, suspended or discharged without just cause.

36:02 Both parties recognize the importance of processing grievances as quickly as possible and agree that any dispute concerning the administration, application or alleged violations of this Agreement shall be dealt with as follows:

STEP 1:

Crewmember grievances shall be raised with the Captain. The Captain shall reply within three (3) days of the matter being raised or twelve (12) hours prior to sailing time whichever comes earlier.

STEP 2:

If the grievance is not resolved at Step 1, the matter may be further discussed between the crewmember and/or boat delegate and other designated representatives of the Union and the Captain and Fleet Manager

STEP 3:

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



36:03 Group and policy grievances initiated by the Union and Company grievances shall be submitted, in writing, specifying the Articles of the Collective Agreement allegedly violated by either party in accordance with Step 3. The party in receipt of the grievance shall reply within fourteen (14) days. Failing settlement, the matter shall be referred to arbitration as herein provided.

36:04 The time limits herein may be expanded or compressed by mutual consent and subject to the directive of 37:02 shall be considered directory as opposed to mandatory.

36:05 No grievance shall be denied through error in form or technical irregularity.

ARTICLE 37 – Arbitration Procedure

37:01 Any matter in dispute between a crewmember, the Company or the Union involving the interpretation, application or alleged violation of any Article of the Agreement, including any question as to whether or not a matter is arbitral, may, in the event of failure to reach agreement under the grievance procedure and after exhausting that procedure, be referred to arbitration by a sole arbitrator.

37:02 The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought.

37:03 Within five (5) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of the arbitrator.

37:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Labour & Manpower of the Province of Newfoundland to appoint an arbitrator.

37:05 After the arbitrator has been appointed by the foregoing procedure, the arbitrator shall convene a meeting at the earliest possible date with both parties present. After hearing the evidence of both parties the arbitrator shall render a decision as soon as possible, but in no event longer than thirty (30) days following the hearing.

37:06 Whenever the subject matter of a grievance involves a loss of earnings or benefits the arbitrator shall have the authority to restore either partially or



completely such loss in accordance with his decision. The arbitrator shall have the authority to vary a disciplinary penalty.

- 37:07 In the case of an unjust dismissal or suspension there shall be no onus on a crewmember to mitigate losses.
- 37:08 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 37:09 Either party shall be considered to have waived its right to raise preliminary objections to an arbitration proceeding unless it files with the other party written reasons for such preliminary objection at the same time as the reply to Step 3 of the grievance procedure.
- 37:10 The time limits, referred to in the arbitration procedure may be expanded or compressed by mutual consent, and shall be considered directory as opposed to mandatory.
- 37:11 No grievance shall be lost through error in form or technical irregularity.
- 37:12 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.

ARTICLE 38 - Strike and Lockouts

- 38:01 During the life of this Agreement, the Union and its members agree individually and collectively that its terms and conditions are binding on them and further agree that there shall be no strike, sit down, slow down, stoppage, or suspension of work, either complete or partial, for any reason.
- 38:02 The Company agrees that during the term of this Agreement there shall be no lockout.
- 38:03 No crewmember shall be forced as a condition of employment to cross a legal picket line.

ARTICLE 39 – Duration of Agreement

- 39:01 Subject to the terms of this Article, all provisions are effective commencing May 1, 2019 except where otherwise provided.

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39:02

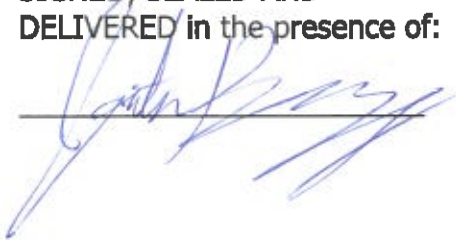
This Collective Agreement shall remain in full force and effect until April 30, 2022, following which it shall automatically renew itself from year to year unless notice is given by either party to the other within (90) days next preceding the 30th day of April, 2022, or anniversary date thereof, of a desire to amend or terminate this Agreement. During the course of any negotiations subsequent to such notice being given, this Agreement shall remain in full force and effect until all of the negotiation requirements of the Labour Relations Act are complied with.

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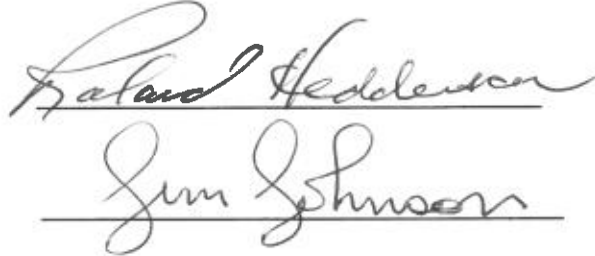
Dated at St. John's, Newfoundland and Labrador, this 3 day
of Oct A.D., 2019.

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

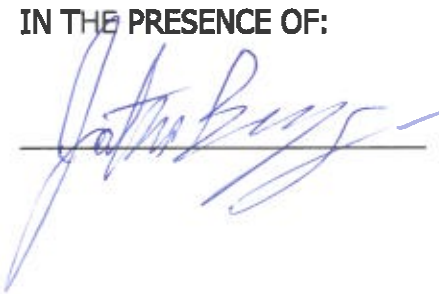
SIGNED, SEALED AND
DELIVERED in the presence of:

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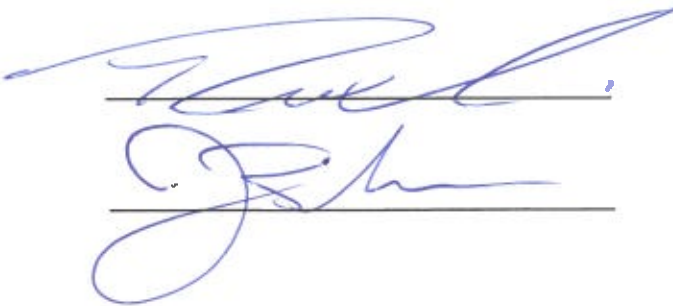
FISH, FOOD AND ALLIED WORKERS-Unifor

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IN THE PRESENCE OF:

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SCHEDULE "A" - LAY ARRANGEMENT

1.0 FAS VESSELS

During the term of this Agreement, beginning when a crewmember first sails on an FAS vessel, crewmembers' incomes will be determined as follows:

1.1 A per diem of one hundred and sixty-two dollars and 20 cents (\$162.20), per seaday, calculated to the nearest hour.

1.2 A basic share calculated on fish prices, as set forth herein. The total pounds of acceptable fish landed each trip shall be paid for at these prices. The dollar amount arrived at shall be referred to as the Crew's Gross Stock, which shall be equally divided among the entire crew, including the Captain, after deduction of the cost of provisions. In addition, the Company shall pay the following percentages and amounts to these special classifications:

2nd Mate (If required) Chargehand, Cook and Bosun: @ 3% of the total Crew's Gross Stock

2nd Engineer (if required): @ 2.50% of the total Crew's Gross Stock.

Deckhands and Factory Workers with Trawlerman's Certification: @ 0.75% of the total Crew's Gross Stock.

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1.3 FAS Crew fish prices in cents per pound for acceptable fish are as follows:

SPECIES	May 1, 2019	May 1, 2020	May 1, 2021
Cod, gutted 25" and over (S.T.K.)	7.9301	8.3266	8.6596
Cod, gutted 16" - 25" (M.K.T. & S.C.)	6.6084	6.9389	7.2164
Flounder, gutted	8.8481	9.9054	9.6621
Greysole, round 11" & over	8.8481	9.2905	9.6621
Yellowtail, gutted	8.8481	9.2905	9.6621
Yellowtail, under 300gr (subject to satisfactory market)	5.0603	5.3133	5.5259
Perch, large (over 300gr)	6.1009	6.4059	6.6622
Perch, small (under 300gr)	4.8669	5.1103	5.3147
H&G Perch, above 200 gr ¹	12.2021	12.8122	13.3247
H&G Perch, below 200 gr ¹	9.7341	10.2208	10.6296
Hake	3.1328	3.2895	3.4211
Turbot	7.8096	8.2001	8.5281
H&G Turbot (Including Heads)	14.6750	15.4087	16.0251
Pollock, gutted	3.9664	4.1648	4.3313
Haddock, gutted 1 1/2 lbs. & over	7.2352	7.5969	7.9008
Halibut (at DFO's conversion of 1.4)	48.0618	50.4649	52.4835
Catfish, gutted	4.0240	4.2252	4.3942
Monkfish	57.6659	60.5491	62.9711
Grenadier	4.9006	5.1456	5.3515
Skatewings	4.9006	5.1456	5.3515
Cod Roe	34.3988	36.1187	37.5635
Reject	0.3151	0.3308	0.3440
HG Yellow tail/American Plaice	10.0740	10.5777	11.0008
HGT Yellow tail/American Plaice	10.4770	11.0008	11.4408
Shrimp Block frozen	7.0185	7.3694	7.6642
HG Cod (CBO Collar Bone On)	9.3236	9.7898	10.1814
Yellowtail/Plaice/Cod/Perch Heads	3.1277	3.2841	3.4154
Shatter pack	Additional 2.0000 cents added for Shatterpack product		

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- 1.4 Commencing with the week after a deckhand first sails on an FAS vessel and thereafter weekly while he is actively fishing as scheduled by the company, he will receive cash advances of five hundred dollars (\$500.00) per week (\$600 per week for Cooks, 2nd Engineers, Bosuns and Icers, and \$750 per week for 1st Mates and Chief Engineers), for the duration of this Agreement. The total of all advances made will be deducted from each crewmember's share of each trip settlement following the period of the advances.
- 1.5 Trip durations for yellowtail fishing shall not exceed thirty (30) uninterrupted fishing days, unless mutually agreed by the Company and the Union, but, in any event, shall not exceed thirty-five (35) days. For example, if the Vessel is required to return to port because of an illness, the lost fishing time would be added to the thirty (30) day trip duration, up to a maximum of five (5) days.
- 1.6 Under special circumstances, such as for training, bereavement, special family leave, etc., where it is mutually agreed between the Company and the Union, a crewmember will be permitted to make back-to-back trips.
- 1.7 The Company will supply, to each crewmember, thirty (30) round pounds of fish per trip.

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SCHEDULE "B" – STANDARD CREW

1. Standard crew on fishing vessels shall be as follows:

- | | | |
|-----|--|----|
| 1.1 | FAS Perch (excluding factory supervisors) | 15 |
| 1.2 | FAS Yellowtail (excluding factory supervisors) | 17 |

Subject to provision below, the Company shall be entitled to adjust the crew size as follows:

- | | | |
|-----|--|-------|
| 1.1 | FAS Perch (excluding factory supervisor) | +/- 4 |
| 1.2 | FAS Yellowtail (excluding factory supervisors) | +/- 2 |

If the Company elects to sail one or more trips in a calendar year on a particular vessel with a crew larger than the Standard Crew for that vessel, the Company guarantees that the crew incomes per day, over a two-trip average for the applicable vessel, will not be less than the lesser of:

- (a) The average per seaday income for that vessel for 2010, adjusted for any increase in the Collective Agreement; or
- (b) Income calculated by dividing the catch by the Standard Crew size for that vessel.

Only trip in which a crew larger than the Standard Crew is carried will be used for the above calculation. In the event the number of trip carrying more than the Standard Crew for a particular vessel is an odd number, the calculation for the last trip will be based on that trip alone.

- 1.3 If the vessel is fishing for a non-traditional catch (i.e. new area, specie, etc.), the company will define the crew size
- 1.4 If a trawler carries less than applicable standard crew, the Gross Stock shall be shared using the actual number of crew members (excluding factory supervisor) as the divisor. Otherwise, the Gross Stock shall be shared using the applicable standard crew as the divisor, except as provided otherwise under the provisions of this Schedule.
- 1.5 Assistance for the Cook, will be provided, from the standard crew, at the discretion of the Captain.
- 1.6 Cooks, not assisted by steward, shall receive a premium payment of ten dollars (\$10.00) per seaday when the trawler carries in excess of three personal beyond the standard crew.



2. Standard Crew on other than Fishing Trips.

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

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SCHEDULE "C" - FISH WEIGHING AND RECEIPT

1.0 FAS VESSELS

1.1 All fish shall be unloaded from the vessel using the means the company has available at the time of docking.

1.2 The tally person shall record the species, size, and actual number of blocks in each lot and make available to the Union, if requested, a copy of the record.

1.3 All species comprising the trip will be sampled individually.

a. Sampling on each species will be carried out and deductions made for the following:

- (a) Water/glaze and gut;
- (b) Undersize fish;
- (c) Inedible species;
- (d) Discoloration;
- (e) Jellies;
- (f) Green spots;
- (g) Chalk;
- (h) Congenital defects not including normal infestation by worms;
- (i) Decomposed fish;
- (j) Fish containing foreign material (i.e. rocks and shells)
- (k) Bruising
- (l) Species for which the Company has no existing market

1.4 Deductions will be made from the gross weight and will be arrived at in the following manner:

- (a) For water/glaze and gut – an appropriate number of samples will be selected at random from each production day to determine the net weight of the fish in each block. A representative sample of the total catch will be defrosted in open air. The results will be used to determine the appropriate percentages;
- (b) For undersize fish - all thawed product will be measured to determine the appropriate percentage;
- (c) For inedible species – all thawed product will be examined to determine the appropriate percentage;



- (d) For the presence of discoloration, jellied fillets, green spots, chalk, congenital defects and decomposed fish - random sub-samples from thawed fish will be selected. These samples will be filleted and examined for the presence of the above quality deficiencies. The results will be used to determine the appropriate percentages;
- (e) For fish containing foreign material – percentage of fish that contains foreign material;
- (f) For bruising – percentage of flesh that is bruised; and
- (g) For specie for which the Company has no existing market – total weight of specie
- (h) Poor head cuts, base on A, B and C scale determined by the Company and inspected by independent inspector
- (i) Grading – Fish sizes that are excessively outside the Company specifications and determined to be within reasonable control or the workers. The percentage of outside specifications to be determined by independent inspector.
- (j) Labeling – Mislabeling with respect to fish sizes and species. Not including labeling text or specifics.
- (k) Mixed species within same pack – Weight of mixed species determined by independent inspector.

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SCHEDULE "D"

The following understandings apply between the Company and the Union:

A: Increased Sailing Time

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

B: Travel Allowance and Home Port:

Home port to be defined as Bay Roberts, Harbour Grace, or Avalon Peninsula, NL. Following travel rates to apply per round trip:

- Ramea, Port-aux-Basques, Hr. Breton 1-4 persons - \$180
- Avalon Peninsula \$20
- Bonavista and Burin Peninsula 1 person - \$ 80
2 - 4 persons - \$160 shared equally
Over 4 persons - \$30 for each additional person

All current full time employees traveling from the Burin Peninsula shall continue to receive remuneration at the rates in accordance with Article 21 from the time they report to work, in this case the time of departure of the taxi from the Burin Peninsula, or 3 hrs. pay if transiting in their own vehicle.

C: Credit Union:

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



SCHEDULE "E" - Regular (Main) Group Insurance Benefit Plan

Description of Plan (as of the date of signing of this Agreement)

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

Schedule of Benefits

Term Life/AD&D	\$50,000
Weekly Indemnity	\$413.00
Major Medical Expenses	80% Subject to policy limitations
Direct Drug Expenses	Direct Drug Expenses 80% Paid
Semi-Private Hospital	All Costs Above M.C.P.
Vision Care	80% (Max. Payment of \$120.00 every two years)

LIFE INSURANCE

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

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

If, while insured, you become totally disabled for at least 6 consecutive months before attaining age 65, the Insurer will waive the payment of Life Insurance premiums. This "Waiver of Premium" benefit is not automatic. In order to qualify, you must notify your Plant Administrator within 12 months from the day your last worked. The Plant Administrator will then give you two forms for completion and return. One form is an application to be completed by you, and the other is a form for completion by your doctor. Both forms, together with a copy of your birth certificate, should then be returned to your Plant Administrator as soon as possible, as they must be received by the Insurance Company not later than 18 months from the day you last worked.

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

BENEFICIARY

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



Loss of Life Benefit will be payable to the Estate of the Member. Payment will be made in a lump sum.

ACCIDENTAL DEATH AND DISMEMBERMENT

Coverage

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

Amount of Insurance

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

Schedule of Benefits

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

For:	Percentage
Loss of Life	100%
Loss of Both hands, both feet or sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Loss of speech and hearing	100%
Loss of use of both hands or both feet	100%
Loss of use of one hand and one foot	100%
Loss of all toes on one foot	25%
Quadriplegia (total paralysis of both upper and lower limbs)	200%
Paraplegia (total paralysis of both lower limbs)	200%
Hemiplegia (total paralysis of upper and lower limbs of one side of body)	200%
Loss of one arm or one leg	75%
Loss of use of one arm or one leg	75%
Loss of one hand, one foot, or sight of one eye	67%
Loss of use of one hand or one foot	67%
Loss of speech	50%
Loss of hearing in one ear	50%
Loss of thumb and index finger of one hand or at least fingers four on one hand.	33%

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



Limitations

No coverage will apply:

- a) While on active full-time service in the armed forces of any country;
- b) As the result of declared or undeclared war or act thereof;
- c) As the result of air travel, except as a passenger in any aircraft having a current and valid certificate of airworthiness;
- d) In the case of suicide or any attempt thereat while sane or self destruction or any attempt thereat while insane;
- e) As the result of flying in any aircraft owned, leased or operated by your employer.

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

CLAIMS PROCEDURE

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

EXTENDED HEALTH CARE BENEFITS

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

Provisions of Extended Health Care Benefits:

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

Only reasonable and customary charges are covered. This means charges for services of the level usually furnished for cases of the nature and severity of the case being treated, and which are in accordance with representative fees and prices in the area.

Hospital Benefits:

The plan will pay 100% of the following charges:

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

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

1. semi-private accommodation and auxiliary hospital services in a general hospital.
2. services of a physician.
3. economy air fare for the patient's return to his province of residence. The maximum lifetime amount payable is \$500,000 for the member and each insured dependent.

ELIGIBLE EXPENSES - OUT-OF-PROVINCE REFERRAL (100%)

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

1. public ward accommodation and auxiliary hospital services in a general hospital in excess of any provincial government plan allowance, whether such allowance is payable or not, but only up to a maximum benefit equal to semi-private charge differential for each day of hospital confinement.
2. services of a physician limited to, after deducting the amount payable by a government plan whether payable or not, the level of physicians' charges in the patient's province of residence.

MAJOR MEDICAL EXPENSES (80% Benefit)

1. Charges for rental (or, at the Insurer's option, purchase) of braces, crutches, wheel chair, hospital bed or similar equipment required for the therapeutic purposes as a result of bodily injury or disease.

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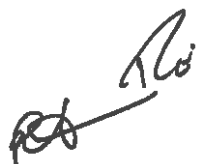
2. Charges for prosthetic devices required as a result of bodily injury or disease.
3. Charges for professional ambulance service or other emergency transportation, to and from the nearest hospital equipped to provide the required treatment, and from one hospital to another. Emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
4. Charges for necessary dental treatment required as a result of an accidental injury by external means, to natural teeth, provided the accident occurred while insured under this coverage. Replacement of natural teeth. As determined by the Insurer, only such charges directly related to such an accidental injury are considered a covered medical expense. The dental work must be completed within 3 years of the accident to be a covered medical expense.
5. Charges for orthopedic shoes and special foot appliances which have been specially designed and molded for the insured individual and are required to correct a diagnosed physical impairment. Such charges are subject to a maximum benefit of \$150.00 for a shoe without a brace and \$200.00 for a shoe with a brace in any period of 12 consecutive months.
6. Charges for hearing aids, repairs to hearing aids, and batteries, subject to a maximum of \$500.00 during the 5 year period ending on the date an eligible expense is incurred. This limitation shall not apply in the event of an accidental injury to the ear.
7. Charges for oxygen and blood serum.
8. Charges for support hose when prescribed by the attending physician.
9. Charges for a transcutaneous nerve stimulating device.
10. Hostel - If you or one of your dependents, requires treatment at a hospital located more than 100 kilometres from your home, and if such person or the attendant requires hostel accommodations during the period of treatment, the reasonable and customary per diem charge, to a maximum of \$25.00 per day, for such hostel accommodations will be considered an eligible expense. If the patient is over the age of 18 years, the hostel charge for the attendant will only be considered if the attendant was medically required.

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11. Charges for drugs, medicines, serums and vaccines prescribed by a physician, surgeon or dentist legally licensed to practice, but excluding charges for the administration of serums, vaccines and injectible drugs.
12. Charges for a convalescent care facility. Charges for convalescent care service and supplies shall be subject to a maximum benefit of \$20.00 per day for not more than 120 days of confinement for each period of disability. Confinement must be for the continued care of the same condition for which the insured was hospitalized and must begin prior to the insured's 65th birthday.
13. Charges for the services of a licensed speech therapist, and clinical psychologist, up to a maximum benefit of \$250.00 in excess of the provincial plan, per specialty for any calendar year for each individual.
14. Charges for the services of a licensed chiropractor, naturopath, osteopath, chiropodist, podiatrist or Christian Science Practitioner listed in the Christian Science Journal, subject to a maximum benefit per specialty of \$250.00 per calendar year for each individual. Included in this benefit is the expense of one x-ray per calendar year for each of a chiropractor, osteopath and podiatrist.
15. Services of a massage therapist, limited to 20 treatments per year.
16. Charges for the services of a physiotherapist, and an occupational therapist when not covered by a provincial government plan.
17. Charges for the services of a Registered Nurse (R.N.) provided such nurse is not ordinarily a residence in the employee's home and is not a relative of the employee or the employee's spouse, up to a maximum benefit of \$25,000.00 during a calendar year;
18. Charges for the services of a registered Nursing Assistant (R.N.A.) provided such assistant is not ordinarily a resident in the employee's home. If convalescent care is required, up to a maximum benefit of \$10.00 per day for not more than 120 days per disability.

Vision Care

- i) lenses and frames for eye glasses, contact lenses and repairs to them, subject to 80% reimbursement to a maximum benefit of \$120.00 per person in any period of 24 consecutive months;



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

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

WAIVER OF PREMIUM

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

EXCLUSION - EXTENDED HEALTH CARE BENEFITS

The aforementioned coverages do not include coverage for:

- 1. Intentionally self-inflicted injuries while sane;
- 2. Cosmetic surgery;
- 3. An examination by or the services of a physician or a surgeon if required solely for the use of a third party.

CLAIMS PROCEDURE

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

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

NOTICE OF CLAIM

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

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TERMINATION OF INSURANCE

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

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