

Collective Agreement

between

OCEAN CHOICE INTERNATIONAL LP



and



September 5, 2021 – September 4, 2023

Ocean Breaker

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ARTICLE 1 – Recognition

- 1:01 The Company recognizes the Fish, Food and Allied Workers Chartered by Unifor as the collective bargaining agent for all crewmembers, excluding Captains, First Mates, Second Mates, Chief Engineers, Second Engineers, Third Engineers, and Factory Supervisors, assigned to the Ocean Breaker, The Company shall not make any individual agreements with the crew directly or indirectly in conflict with the provisions of this Agreement.
- 1:02 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 (FFAW-Unifor) (OCI 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.

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 species to be fished, the methods of operation, home ports with sailing and working schedules, kinds and locations of equipment to be used, processing methods and to establish standards of performance and levels of competency 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.

- 5:02 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.
- 5:03 Legislation - The parties recognize all provisions in existing legislation having jurisdiction over matters related to the operation of trawler 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.
- 5:04 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:
- 5:04:01 There shall be, 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.
- 5:04:02 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 trawler
- The Corporate Vessel Health and Safety Committee shall meet two (2) times a year to:
- (a) Review and analyze health and safety data for the trawler;
 - (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.

- 5:04:03 It is agreed that a Union representative has the right to be involved in any accident investigation.
- 5:05 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.
- 5:06 Any safety regulations which the Company may now have in force for the safety of the trawler 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.
- 5:07 It is agreed that tackle regulations will conform with Canadian Coast Guard Standards for fishing vessels
- 5:08 A medicine chest and first aid kits, shall be maintained on the 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.
- 5:08:01 It shall be a requirement that two (2) qualified (standard training) first aiders, where possible, will be on the trawler.
- 5:08:02 The Company will ensure, on a continuous basis, that there are sufficient personnel trained to meet the requirements of clause 5:08:01. The crewmembers selected through joint consultation between the Company and the Union will suffer no loss in benefits

and will be selected initially from ships' officers: the Captain, Mates, and the Chief Engineer. In the event that an individual in these classifications is not inclined to take such training, the parties shall choose another crewmember.

- 5:08:03 Vessel 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. It is the responsibility of each crewmember to ensure their certifications are valid.
- 5:08:04 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.
- 5:09 Drills recommended by the Corporate Vessel Health and Safety Committee will be carried out in accordance with the recommendations.
- 5:10 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.
- 5:11 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 undergo an independent 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.
- 5:12.01 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. 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.

- 5:12.02 All positions will be required to have, and maintain, the qualifications stipulated by the Company for the specific job classifications.
- 5:12.03 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 Bridgewart 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).
- 5:13 The Company may determine that further certification and training is required and crewmembers will be required to participate in any such prescribed programs.

ARTICLE 6 – Definition of Collective Agreement

- 6:01 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 7 – Union Representative

- 7::01 A Union staff member, or other official representative employed by the Union, will be allowed access the trawler or offices 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.
- 7:02 One member per crew shall act as Union Delegate representing the crewmembers of his trawler in dealing with matters concerning the administration of this Agreement.

ARTICLE 8 – Information Exchange

- 8:01 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.
- 8:02 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.
- 8:03 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.
- 8:04 The Company will promote the acquisition, updating, and maintenance of Service Record Books by crewmembers.

ARTICLE 9 – Seniority

- 9:01 No crewmember shall attain seniority with the Company without having first completed a probationary period, involving Two (2) trips, as a probationary crewmember on Company trawler. 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 trip in which the probationary crewmember has completed the Two trips.
- 9:02 The Company shall recognize, the Length of continuous service as a seniority crewmember on the trawler and the accumulation of any previous seniority accumulated on other company trawlers,

therefore a boat Seniority list shall be maintained and posted onboard.

- 9:03 Any permanent vacancy within the bargaining unit shall be posted for two consecutive trips and filled on the basis of ability and seniority; and were the crewmember has demonstrated proficient ability to perform required duties then seniority shall be recognized.
- 9:04 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.
- 9:05 The Company will hire additional crewmembers (relievers) to fill temporary vacancies, resulting from the absence of crewmembers due to authorized leaves of absence. These relievers will attain Seniority if they successfully complete the probationary period as prescribed in Article 9:01.
- 9:06 A temporary vacancy of six (6) months or less shall be filled in the first instance, by Seniority from the crew on the trawler provided the crewmember has 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.
- 9:07 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 twelve (12) months;
 - On lay-off up to twelve (12) months;
- 9:08 Crewmembers shall lose seniority when:
- Discharged for just cause;
 - Quit;
 - On sick leave or Workers' Compensation in excess of twelve (12) months;
 - 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;
- Having failed to return to work without just cause following normal trip on trip off schedules;
- On lay-off in excess of twelve (12) months;

9:09 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.

9:10 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.

9:11 The selection of crewmembers for replacement positions shall be on the basis of seniority and ability; and where ability is sufficient to perform the required duties, seniority shall govern. Seniority shall apply only when two or more candidates are relatively equal to each other in terms of ability.

9:12 When a crewmember is promoted to another position, he shall have 40 days or 1 trip with the right to return to his former position with full seniority. During the trip evaluation, the captain in consultation with the vessel delegate will have the right to waive this appointment based on capability and proficiency of the individual for the position in question.

ARTICLE 10 – Leave of Absence

10:01 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.

10:02 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.

- 10:03 The Company agrees to grant leave of absence without pay to any crewmember for the purpose of attending a recognized Institution in order to improve his skills as a crewmember, provided that the Company shall not be bound to grant such leave to more than two (2) crewmembers per vessel at any one time.
- 10:04 The Company will grant, upon receipt of reasonable notice, leave of absence without pay for the purpose of attending to Union business. Such leaves shall not involve any interruption of sailing schedules due to the numbers of classifications involved.
- 10:05 Crewmembers on short term leave of absence approved by the Company or ion short term layoff will have insurance coverage maintained up to 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 10:03, 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.
- 10:06 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 10:03, 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.

ARTICLE 11 – Sailing Schedules

- 11:01 When the 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.
- 11:02 The crew 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.

ARTICLE 12 – Christmas Tie-Up

- 12:01 (a) If the trawler shall be in port for Christmas tie-up before Noon on December 23rd, the trawler shall not be scheduled to sail on Christmas Day, Boxing Day, or New Years Day.
- (b) The trawler will not be scheduled to sail on Christmas eve, Boxing Day, New Year's Eve or New Years Day.
- 12:02 The Company agrees that the crew will not be required to be at sea for two consecutive calendar years during Christmas. In the event that the 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.
- 12:03 The Company agrees that if a crewmember is out at sea on Christmas Day a bonus of three hundred and seventy-five dollars (\$375.00) will be paid to him.

ARTICLE 13 – Watches

- 13:01 Watches shall be run on the basis of six (6) hours on and six (6) hours off.
- 13:02:01 Watches for the Captain and the Mate except where otherwise mutually agreed, and watches in the engine room, shall be on a six (6) hours on and six (6) hours off basis.
- 13:02:02 The Company agrees to a six (6) hours on and six (6) hours off watch system for experimental fishing trips.

- 13:03 Watches shall not be broken unless it is determined by the Captain to be an emergency.
- 13:04 No crewmember shall be required to remain on deck for more than his watch, subject to Article 5:05 hereof.
- 13:05 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 14 – Weighing and Grading

- 14:01 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.

ARTICLE 15 – Trip Settlement & Advance

- 15:01 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.
- 15:02 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.
- 15:03 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.

- 15:04 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 16 – Reporting Pay

- 16:01:01 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:
- 16:01:02 All crewmembers must be present and ready to sail;
- 16:01:03 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;
- 16:01:04 Provided the trawler sails within two (2) hours of the time referred to in 16:01:03 above, reporting pay shall not apply unless a crewmember is required to work during that period;
- 16:01:05 Crewmembers who work on the vessel while in port shall pay for meals consumed on board.
- 16:01:06 Should the trawler not sail within two (2) hours of the time referred to in 16:01:04 above, 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.
- 16:02 Where the 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.

16:03 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 12 and Captain and crew have agreed to sail shorthanded at the scheduled sailing time.

16:04 Travel Allowance:

The following travel policy will be implemented for regular and relieving crewmembers:

- (1) Crewmembers living west of Corner Brook \$300 per round trip
- (2) Crewmembers living in Harbour Breton or Corner Brook general areas - \$200 per round trip
- (3) Crewmembers living on Avalon Peninsula \$40 per round trip
- (4) Crewmembers living on Burin or Bonavista Peninsulas \$140 per round trip

ARTICLE 17 – Work-in-Port Pay

17:01 Rates for work-in-port shall be:

- Deckhand/Factory Worker \$15.50/hr - painting \$18.60/hr

17:02 When the 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. Crewmembers shall receive compensation under this Clause under either work-in-port rates or per diem whichever is applicable.

17:03 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.

17:04 When the trawler arrives at the port of discharge all members of the crew will be released. Crewmembers retained will be required to work and will be compensated at work-in-port pay rates.

ARTICLE 18 – Sailing other than Fishing Trips - Method of Compensation

18:01 Crewmembers shall be compensated in accordance with Article 17 – Work in Port Pay.

ARTICLE 19 – Tow Job, Diversion Pay

19:01 When the trawler is required to:

1. Make a tow of another vessel;
2. Stand by another vessel;
3. Assist in retrieving another vessel's gear; or
4. Assist another vessel at the Company's direction;

the crewmembers shall be paid in accordance with the following:

- Deckhand/Factory Worker \$250.00

19:02 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.

- 19:03 When a trawler loses its fishing gear and attempts to retrieve it, crewmembers will be compensated at the rates outlined in clause 19:01 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 19:01. 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 20 – Jury Duty

- 20:01 The Company shall grant leave of absence without loss of seniority or accumulative benefits to a crewmember who serves as a juror.

ARTICLE 21 – Bereavement Leave Pay

- 21:01 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.
- 21:02 In the event of a death of a, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and legal guardian and a crewmember has to be brought ashore before the completion of the 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.
- 21:03 If, at the discretion of the bereaved crewmember, the fishing trip continues to its normal duration the bereaved crewmember in articles 21:01 or 21:02, will receive a compensatory bereavement payment of an additional per diem per sea day as per Schedule A.
- 21:04 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.

- 21:05 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.

ARTICLE 22 – Illness or Injury

- 22:01 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.
- 22:02 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.
- 22:03 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.
- 22:04 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.
- 22:05 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.
- 22:06 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.

ARTICLE 23 – Living Conditions

- 23:01 The Company will provide and maintain clean mattresses and pillows. In addition, the Company will supply two pillowcases, two sheets, and two blankets or the equivalent thereof.
- 23:02 At the beginning of each trip each crewmember will be issued laundered sheets, or equivalent, and pillowcases. At the end of each trip all soiled or worn out sheets, pillowcases, and mattress covers will be turned in to be replaced or laundered as the case may be. Blankets will be laundered as required but not less than twice in each year. Bed cloths and pillows for all crew will be replaced annually.
- 23:03 The Company agrees to install and maintain a radio, a television set, a DVD player, and microwave oven, good drinking water, a washer and a Dryer on the trawler. The Company will be responsible for normal maintenance only and the Union and the crewmembers agree that the television, DVD player, and microwave oven shall in no way interfere with the sailing schedules of a trawler or its operations while at sea.
- 23:04 The Company shall provide a secure locked facility for crewmembers' personal fishing gear to be stowed between trips.

ARTICLE 24 – Provisions

- 24:01 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. Any provisions ordered above that required to replenish the provisions consumed, will be paid by the applicable crew.
- 24:02 If perishable food is spoiled as a result of a long turnaround period the Company will replace it.
- 24:03 The Company has agreed to work with the cooks to facilitate the purchase of provisions at alternate locations.

- 24:04 Cigarettes will be available, one week after sailing on a limited basis for crew members running out of personal supply, no bonded stock.

ARTICLE 25 – Working Conditions

- 25:01 When the trawler arrives at the port of discharge all crewmembers required to remain will be compensated at reporting pay rates from the time of docking until they are released.
- 25:02 The sailing crew will be responsible for placing and stowing onboard all gear and supplies required for the upcoming trip.
- 25:03 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.
- 25:04 Main warps will be placed onboard by the crew.
- 25:05 When wire is ordered for the trawler, it will be spliced on shore before being placed on the trawler.
- 25:06 Splicing of wire, except in emergencies, will be done by shore personnel.
- 25:07 The Company will provide at least one (1) hour clean-up time for the crew prior to arriving in port. This may be shortened if mutually agreed upon by the crew.

ARTICLE 26 – Vacation Allowance

- 26:01 Based on the number of sea days in continuous service since the date of last employment with the Company as a crewmember, crewmembers will receive vacation allowance as follows:

0-519 sea days	4% of earnings
520 sea days to 1439 sea days	6% of earnings
1440 sea days and over	8% of earnings

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

- 26:02 Crewmembers will be paid their vacation allowance, at the appropriate rate, on all earnings.

ARTICLE 27 – Clothing Allowance

- 27:01 The Company agrees to pay a clothing allowance of \$3.00 per seaday, with no maximum 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.
- 27:02 The Company agrees to provide each crewmember with floater jackets on a replacement basis (replacement to be determined by overall usage).
- 27:03 A pool of floater suits will be maintained and provided, as needed, for use by deckhands when vessel is fishing North.
- 27:04 Aprons will be provided for cooks as required.
- 27:05 Crewmembers to get 5 pairs of gloves per trip for redfish processing.
- 27:06 Seniority list employees to receive a \$500.00 one-time clothing allowance on their next fishing trip after the effective date of this Collective Agreement.

ARTICLE 28 – Group Insurance

- 28.01 Regular crewmembers on the vessel will be required to enroll in the Company sponsored Group Health and Insurance Plan. The cost of the plan will be cost-shared 50% crewmember50% employer. A copy of the Plan benefits will be provided to each

crewmember. New crewmembers are required to complete the probationary period.

- 28:02 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.

ARTICLE 29 – Conduct and Discipline

- 29:01 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.
- 29:02 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.
- 29:03 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.
- 29:04 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.
- 29:05 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.
- 29:06 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. The record of disciplinary action will be removed from a crewmembers file after a period of one year if no further disciplinary action has been taken. Such matters if not recorded, shall not be considered as part of a crewmember's record.

ARTICLE 30 – Grievance Procedure

30:01 No crewmember shall be disciplined, suspended or discharged without just cause.

30:02 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 Vessel 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.

- 30:03 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.
- 30:04 The time limits herein may be expanded or compressed by mutual consent and subject to the directive of 30:02 shall be considered directory as opposed to mandatory.
- 30:05 No grievance shall be denied through error in form or technical irregularity.

ARTICLE 31 – Arbitration Procedure

- 31:01 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.
- 31:02 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.
- 31:03 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.
- 31:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister of Advance Education, Skills and Labour of the Province of Newfoundland and Labrador to appoint an arbitrator.
- 31:05 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.

- 31:06 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.
- 31:07 In the case of an unjust dismissal or suspension there shall be no onus on a crewmember to mitigate losses.
- 31:08 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.
- 31:09 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.
- 31:10 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.
- 31:11 No grievance shall be lost through error in form or technical irregularity.
- 31:12 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 32 – Strike and Lockouts

- 32:01 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.
- 32:02 The Company agrees that during the term of this Agreement there shall be no lockout.

- 32:03 No crewmember shall be forced as a condition of employment to cross a legal picket line.

ARTICLE 33 – Duration of Agreement

- 33:01 Subject to the terms and conditions of this article, all provisions are effective commencing September 5th, 2021 except where otherwise provided.
- 33:02 This collective agreement shall remain in full force and effect until September 4th, 2023, 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 4th day of September 2023, 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.

IN WITNESS, WHEREOF the parties of this Collective Agreement have hereunto their hands and seals subscribed and set this 22 day of September, 2021.

SIGNED, SEALED AND
DELIVERED in the presence of:

Ashley Hyde

FISH, FOOD AND ALLIED WORKERS

Gordon Derr

John Joensen

IN THE PRESENCE OF:

Jackson Goffey

OCEAN CHOICE INTERNATIONAL LP

[Signature]

SCHEDULE "A"

LAY ARRANGEMENT

1.0 Ocean Breaker

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

- 1.1 A Per Diem of one hundred and forty dollars (\$140.00), per sea-day, 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:

Bosun and Cook: @ 3% of the total Crew's Gross Stock

4th Engineer: @ 2.50% of the total Crew's Gross Stock.

Deckhand with Trawlerman's Certification: @ 0.75% of the total Crew's Gross Stock.

1.3 Ocean Breaker fish prices in cents per pound for acceptable fish are as follows:

Species	2020 Price	September 5, 2021	September 5, 2022
A. Plaice WR	0.0671	0.0706	0.0743
CATFISH	0.0546	0.0574	0.0604
COD LARGE	0.1077	0.1133	0.1192
COD ROE	0.4669	0.4912	0.5167
COD SMALL	0.0897	0.0944	0.0993
GRENADIER	0.0666	0.0701	0.0737
GREYSOLE	0.1252	0.1317	0.1386
H&G A. PLAICE	0.1425	0.1499	0.1577
H&G TURBOT	0.1991	0.2095	0.2203
H&G YELLOWTAIL	0.1452	0.1528	0.1607
HADDOCK Gutted 1 1/2lbs and over	0.0982	0.1033	0.1087
HAKE	0.0424	0.0446	0.0469
HALIBUT LARGE	0.6524	0.6863	0.7220
HG COD CBO (Collarbone on)	0.1265	0.1331	0.1400
HGT Yellowtail/ American Plaice	0.1483	0.1560	0.1641
MONKFISH	0.7827	0.8234	0.8662
PERCH LARGE (over 300gm)	0.0864	0.0909	0.0956
PERCH LARGE H&G (over 200gm)	0.1766	0.1858	0.1954
PERCH SMALL (under 300gm)	0.0689	0.0725	0.0763
PERCH SMALL H&G (under 200gm)	0.1413	0.1486	0.1564
POLLOCK Gutted	0.0538	0.0566	0.0595
SKATE WINGS	0.0566	0.0595	0.0626
SHRIMP	0.0952	0.1002	0.1054
TURBOT WR	0.106	0.1115	0.1173
TURBOT H&G/HEADS	0.1991	0.2095	0.2203
YELLOWTAIL Gutted	0.1252	0.1317	0.1386
Yellowtail WR <300g	0.0716	0.0753	0.0792
Yellowtail WR >300g	0.0954	0.1004	0.1056
Yellowtails/Plaice/Cod/Perch HEADS	0.0424	0.0446	0.0469
REJECT	0.0428	0.0450	0.0474

All forms that are shatter-packed will be subject to an additional 2 cents.

- 1.4 Commencing with the week after a deckhand first sails the vessel and thereafter weekly while he is actively fishing as scheduled by the company, he will receive cash advances of six hundred and fifty dollars (\$650.00) per week, six hundred and fifty dollars (\$650.00) per week for Cooks, 2nd Engineers, Bosuns, 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 the vessel for shall not exceed sixty (60) uninterrupted fishing days, unless mutually agreed by the Company and the Union, but, in any event, shall not exceed sixty-five (65) days. For example, if the Vessel is required to return to Port because of an injury, the lost fishing time would be added to the sixty (60) day trip duration, up to a maximum of five (5) days.
- 1.6 The Company will supply, to each crewmember on the vessel, twenty-five (25) round pounds of fish per trip.
- 1.7 Sharing trip between crews (i.e. Turbot), subject to harvesting plan.

SCHEDULE "B"

STANDARD CREW

1. Standard crew on fishing vessels shall be as follows:
 - 1.1 FAS Perch 29
 - 1.2 FAS Yellowtail 29

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

- 1.3 FAS Perch +/- 2
 - 1.4 FAS Yellowtail +/- 2
 - 1.5 If the vessel is fishing for a non-traditional catch (i.e. new area, specie, etc.), the company will define the crew size.
 - 1.6 If the trawler carries less than the applicable standard crew, the Gross Stock shall be shared using the actual number of crew members 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.
 - 1.7 Assistance for the Cook will be provided, from the standard crew, at the discretion of the Captain. The company agrees that there shall not be breaking of watch to carry out stewards duties.
 - 1.8 Cooks, shall receive a premium payment of ten (\$10) dollars per seaday when the trawler carries in excess of three personnel beyond the standard crew.
2. Standard Crew on other than fishing trips number of crew members to be determined by the company.
 3. For scheduled sailings outside of the home port, crewmembers may elect to remain with the trawler. In the event of a delay crewmembers shall be paid at work-in-port rates for the greater of the time the crew work or 12 hours in a 24 hr period. Work in port rates will cease if the crew are released. In the event that crewmembers are released the Company will pay their return transportation to their home port as per collective agreement.