

Collective Agreement

between



and



Newfoundland Lynx – Shrimp Fleet

Effective

April 1, 2022, to March 31, 2025

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Article 1 – Recognition

- 1:01 The Company recognizes Fish, Food and Allied Workers (Chartered by Unifor) as the collective bargaining agent for all crewmembers, excluding Captains, First Mates, Chief Engineers, Second Engineers, and Factory Supervisors on the *Newfoundland Lynx* and any other trawlers owned and/or bare-boat chartered by the Company engaged in the shrimp fishery operating out of Newfoundland ports. The Company shall not make any individual agreement with the crew directly or indirectly in conflict with the provisions of the Agreement.
- 1:02 Before the *Newfoundland Lynx* harvest groundfish, the Company and the Union will agree on a lay arrangement for such fishery.
- 1:03 Throughout this Agreement, the masculine shall include the feminine and singular 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) (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 Fish, Food and Allied Workers (FFAW-Unifor) 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 It shall be the responsibility of the Union Delegate to have all crewmembers sign application forms to join the Union.
- 2:07 The Company shall maintain in each Port a list of crewmembers who are temporarily ashore and who have advised the Company of their availability to sail on other vessels within the fleet. The Union will have access to these lists during office hours.

Article 3 – Discrimination

- 3:01 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 4 – Safety and Training

- 4:01 The Company and the Union recognize the importance of ensuring the health and safety of crewmembers while at sea. Under the Safety Management System for the *Newfoundland Lynx* the following shall apply:

An OH&S Committee is an advisory group made up of employer and worker representatives with a primary role to improve health and safety in the workplace by recognizing hazards, making recommendations for corrective action, responding to worker concerns, monitoring the Occupational Health and Safety Program and acting as a resource to the employer in matters concerning health and safety in the workplace. The OH&S Committee serves to increase interaction and dialogue between

the workplace parties, in the interest of promoting health and safety and forming a framework to support Internal Responsibility System throughout the Company.

The OH&S Committee must be committed to their responsibilities as they understand them and agree to promote health and safety in the workplace whenever possible.

4:02 Committee Composition

At least half of the members of the committee are to be persons representing the employees at the workplace, who are not connected with the management of the workplace. Committee members will serve a minimum one-year term.

The employee representatives on the committee are to be elected by their fellow employees or appointed, in accordance with the collective agreement. The employer shall appoint sufficient employee representatives to ensure that the committee may function.

The names of the committee members shall be posted in a prominent location at the workplace.

Chairpersons

The two sides shall each elect a co-chair to govern the meetings – one co-chair from the employer's side and one co-chair from the employee's side.

Secretary

The OH&S Committee shall also appoint a secretary who shall be responsible for the minutes of the meeting and agenda preparation. The Secretary will serve a minimum one-year term.

4:03 Committee Functions

The OH&S Committee shall:

- cooperate to identify hazards to occupational health and safety in the work place effective systems to respond to hazards;

- receive, investigate and promptly deal with issues respecting occupational health and safety;
- participate in inspections, inquiries and investigations respecting the occupational health and safety of workers in the workplace;
- advise the employer on individual protective equipment, devices and safety features that are best suited to the needs of the workers, within the provision of OH&S Act and the regulations.
- advise the employer regarding a policy or program required by the Act;
- make recommendations to the employer, the workers and any other persons for the improvement of the occupational health and safety of persons at the workplace; and
- maintain records and minutes of committee meetings.

4:04

Meetings

- The OH&S Committee will meet once per trip;
- OH&S Committee members may be required to attend "special meetings", when necessary;
- In order for the meeting to proceed a quorum must be present. At least half of the members of the Committee must be in attendance, with management not outweighing worker representatives;
- An agenda will be prepared by the secretary and distributed to all members prior to the meeting;
- Agenda issues will be dealt with by a majority view;
- Agenda issues will be included in the minutes of the meeting;
- Unresolved issues will be carried forward in the minutes and the agenda until a resolution is reached;

- The Secretary shall record, prepare and circulate the minutes of the Committee meetings;
- Minutes of committee meetings are to be reviewed and signed by the chairpersons prior to posting;
- Upon completion, a copy of the minutes must be posted in the workplace; and
- A copy of the Committee meeting minutes is to be forwarded to Operations Management on land, who is responsible for forwarding the minutes to the Company Advisor for review. The Company Advisor will then in turn forward the minutes onto WHSCC.

4:05 Records

The Occupational Health & Safety Committee will keep accurate records of all matters of concerns for at least seven (7) years.

4:06 Recommendations of the Committee

The Committee shall forward any recommendations to the appropriate management representative. Management will provide a written response to committee recommendations within thirty (30) calendar days after receipt of the written recommendations. This response shall include a timetable for implementing the recommendation and the reasons for disagreement with any recommendations not accepted.

4:07 General Provisions

- Changes to this Terms of Reference will have the consensus of the Occupational Health and Safety Committee and will be made in writing;
- The OH&S Committee will receive both verbal and written complaints; and
- When required, additional training will be provided to OH&S Committee members in the role of OH&S Committees, the internal responsibility system, hazard

recognition, evaluation and control, accident & incident investigation and workplace inspections.

- 4:08 It is agreed that a union representative has the right to be involved in any accident investigation.
- 4:09 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 crew members 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.
- 4:10 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.
- 4:11 A medicine chest and first aid kits, shall be maintained on each trawler. The medicine chest shall be kept in the vessel's hospital and adequately stocked in accordance with recommendations of the Company's medical advisor. The first aid kits shall be kept in readily accessible locations and stocked in accordance with the specifications in Schedule 'B' (attached to and forming part of this Agreement).
- 4:11:01 It shall be a requirement that two (2) qualified (standard training) first aiders will be on each trawler.
- 4:11:02 The Company will ensure, on a continuous basis, that there are sufficient personnel trained to meet the requirements of clause 4:07:01.
- 4:11:03 Seniority lists, when posted, shall indicate relevant certification and expiry dates (i.e. First Aid, MED, Transport Canada).
- 4:12:01 A major safety drill will be carried out at the time of the annual inspection of each trawler. Each crewmember, as a condition of

employment, shall be required to participate, for which he shall be compensated at work-in-port rates.

- 4:12:02 Drills recommended by the Corporate vessel Health and Safety Committee will be carried out in accordance with the recommendations.
- 4:13 It shall be a condition of employment that all new crewmembers sailing on trawlers within the fleet that they have completed a medical satisfactory as required by Transport Canada - Marine Safety.
- 4:14 In the event of the development of a chronic condition such as repetitive illness or disability, or excessive absenteeism, the Company reserves the right to have a crewmember have 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.
- 4:15 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 Bridgwatch 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.
- 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 Bridgwatch certificate and any MED upgrade required for such certification, it will, subject to budget constraints, cover the cost of tuition, textbooks and fees associated with training for that crewmember(s).
- 4:16 The Company may determine that further certification and training is required and crewmembers will be required to participate in any such prescribed programs.

Article 5 – Transfers and Relocations

5:01 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 6 – Definition of Collective Agreement

6:01 This Collective Agreement represents the entire understanding between the parties. There are no other terms, conditions, or 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 – 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 – Job Security

8:01 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. It is further agreed that the parties will view any venture to process any foreign caught fish in Canadian plants in the perspective of an

overall fisheries policy that incorporates and promotes the above policy.

8:02 The Company will not use shore personnel to replace crewmembers except where no other alternative is readily available.

Article 9 – Union Representative

9:01 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/her presence and indicate the nature of their business and they shall not disrupt normal company operations.

9:02 One members of each crew shall act as Union Delegate representing the crewmembers of his trawler in dealing with matters concerning the administration of this Agreement.

9:03 Mail may be forwarded to Union Officers in care of a specific plant address for pick-up.

9:04 The Company will pay FFAW-Unifor an administration fee of five-thousand dollars (\$5,000.00) per vessel per year of this agreement.

Article 10 – Information Exchange

10:01 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.

10:02 The Company will submit to the Union, in addition to the name of the crewmember, the address, phone number and social insurance number. Such information will be updated each month. 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 dismissal will be forwarded to the designated union representative.

10:03 The T4 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.

10:04 The Company will promote the acquisition, updating and maintaining of Service Record Books by crewmembers.

Article 11 – Seniority

11:01 No crewmember shall attain seniority with the Company without having first completed a probationary period, involving the greater of 40 sea days or one trip, as a probationary crewmember on the 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 judgement is unsatisfactory. The probationary period will end twenty-four (24) hours after docking on the trip in which the probationary crewmember has completed the greater of forty (40) sea days or one trip.

11:02:01 The Company shall recognize, for crewmembers serving on company trawlers, two types of seniority which shall be defined as follows:

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 the crewmember brings with him to the trawler to which he is currently assigned.

Fleet Seniority – Length of continuous service as a seniority employee on company trawlers within the fleet.

11:02:02 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) months intervals.

- 11:03 When a payment 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.
- 11:04 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 shall be filled first on a boat basis and then on a fleet basis. To avoid disruption in sailing schedules, temporary replacements may be used. 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.
- 11:05:01 The Company will post throughout the fleet to have all crewmembers express their interest in filling temporary vacancies on the shrimp trawlers, resulting from the absence of crewmembers, who have boat seniority on the shrimp trawler, due to scheduled trips off or other authorized leaves of absence.
- 11:05:02 Crewmembers will be called, in order of fleet seniority, to fill temporary vacancies on the shrimp trawlers on the principle that most senior crewmember available, who has the ability, will be assigned to the trip.
- 11:05:03 When a relieving crewmember acquires a permanent position on a trawler, his boat seniority and fleet seniority will be recognized as being equivalent.
- 11:05:04 Where a crewmember having boat seniority is ashore, as a result of illness or injury, beyond two (2) trips, the temporary vacancy shall be filled by the most senior relieving crewmember, who has the ability, until the permanent crewmember returns.
- 11:05:05 Where a regular crewmember is unavailable, having been notified when to report, the first available replacement will be assigned in order to avoid sailing disruptions.

11:06

When the shrimp trawler is out-of-service as a result of mechanical breakdown or refit for periods known to be in excess of fifteen (15) days, crewmembers with boat seniority who are scheduled to sail on the next trip of the shrimp trawler, and who wish to fill temporary vacancies on other trawlers, in the fleet, shall advise the Company in writing. Such crewmembers shall fill temporary vacancies to which they are entitled, until the out-of-service trawler is returned to service. Crewmembers are expected to be available for the next scheduled sailing of the shrimp trawler.

- (a) When a shrimp trawler is going out-of-service as a result of mechanical breakdown or refit for a period known to be in excess of fifteen (15) days, crewmembers on that vessel with boat seniority who wish to fill temporary vacancies on other trawlers in the fleet and who so advise the Company in writing will be placed on the fleet reliever list in order of their fleet seniority as follows:
 - (i) Crewmembers onshore shall be placed on the list as soon as the vessel lands;
 - (ii) Landing crewmembers shall be placed on the list after fifteen (15) days following the vessel's landing.

Such crewmembers shall fill temporary vacancies to which their fleet seniority entitles them.

After the vessel sails, the onshore crew may continue to fill temporary vacancies until the next scheduled sailing of the vessel. Crewmembers are required to be available when they are scheduled to sail on the vessel after it returns to service.

- (b) Crewmembers ashore on regular turnaround who wish to fill temporary vacancies on other vessels in the fleet shall so advise the Company in writing and they will be called, in order of their fleet seniority, after all relievers on the fleet reliever list have first been given the opportunity to sail. Such crewmembers are required to be available for their next scheduled sailing on the vessel.

11:06:01

When a vessel is in a normal turnaround, crewmembers of the next sailing crew will be called in by boat seniority within the classifications required by the Company to perform work in port.

11:06:02 When a vessel is on refit, crewmembers from both crews on the vessel will be scheduled to work by boat seniority within the classifications required by the Company to perform the work. All reasonable effort for the two rotations to split the time equally.

11:07 Crewmembers shall retain and accrue seniority while:

- (a) on leave of absence authorized by the Company including leave of absence for union business;
- (b) on normal tie-up;
- (c) on sick leave or Workers' Compensation for a period of up to twenty-four (24) months;
- (d) promoted outside the bargaining unit for a period of up to six (6) months;
- (e) awaiting transfer to another trawler in the fleet; and
- (f) on lay-off up to twenty-four (24) months;

11:08 Crewmembers shall lose seniority when:

- (a) discharged for just cause;
- (b) quit;
- (c) on sick leave or Worker's Compensation in excess of twenty-four (24) months (subject to Clause 11:09)
- (d) having failed to return to work without just cause following a leave of absence;
- (e) having failed to return to work following recall from lay-off;
- (f) on lay-off in excess of twenty-four (24) months; and
- (g) promoted outside the bargaining unit for a period in excess of six (6) months.

- 11:09:01 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.
- 11:09:02 When, on the advice of physician, a crewmember with boat seniority is no longer capable of performing his regular duties but does have the ability to perform the duties of a deckhand or trawlerman, he may exercise his fleet seniority to displace the most junior deckhand/trawlerman who has boat and fleet seniority.
- 11:10 The Company will notify crewmembers of recall from lay-off by contacting the last telephone number provided to the Crewing Clerk. Crewmembers will advise the Company immediately if they accept the recall and will return to work, if possible, when required by the Company, but in any event within a reasonable time. Crewmembers who have just cause preventing their return to work may be temporarily replaced.
- 11:11 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.
- 11:12 When a crewmember is promoted to another position, on his assigned vessel, or another vessel in the fleet, he shall have the right to return to his former position prior to the commencement of the second trip in his new position. Any other crewmembers affected shall be returned to his/their former position(s) without loss of seniority.
- 11:13 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. Seniority shall apply only when two (2) or more candidates are relatively equal to each other in terms of ability.
- 11:14 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 of the displaced trawler who have sufficient seniority. Crewmembers

laid-off will be placed in position on the fleet seniority list to which their seniority entitles them. In the application of the clause trawlerman and deckhand will be considered as one (1) classification. Crewmembers must have the ability to perform the duties of the crewmembers they replace.

Article 12 – Leave of Absence

- 12:01 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.
- 12:02 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.
- 12:03 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.
- 12:04 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/her 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.
- 12:05 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 number of classifications involved.
- 12:06:01 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 12:04, 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.

12:06:02 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.

Article 13 – Standard Crew

13:01 The Company and the Union agree that matching the right crew size with the Company’s fishing requirements will best promote vessel efficiency and satisfactory crew incomes.

13:02 (a) Therefore, with respect to the *Newfoundland Lynx*, the normal crew size, including Captain, Chief Engineer, First Mate and Production Manager, shall be twenty-eight (28) while fishing Shrimp, redfish, and +/-1 when fishing turbot, subject to the necessity for a different crew size for redfish will be reviewed as part of the *Newfoundland Lynx* Harvesting Review Committee.

(b) The number of crewmembers may be increased beyond the normal crew size, but at the Company’s expense.

13:03 The Company agrees that in the event that it charters out its trawlers, 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.

Article 14 – Sailing Schedules

14:01 The crews scheduled to sail will join the vessel within twenty-four (24) hours of the vessel landing for discharge or as required by the Company. They shall sail when deemed ready by the Company. The Company agrees to make best efforts to call the crew as close as possible to the sailing time of the vessel.

14:02 The sailing time for the trawler landing after a trip has commenced shall be the earliest possible hour after landing regardless of the day or hour of the day.

14:03 The Company will use best efforts to share fishing times and areas between crews.

Article 15 – Christmas Sailings

15:01 The trawler will not be scheduled to sail on December 24th, 25th, 26th or 31st.

15:02 The Company agrees that no single crew will be at sea for two (2) consecutive calendar years during Christmas. In the event that a vessel is brought ashore for Christmas, the vessel shall land no later than 1800 hours on December 23rd and sail no earlier than 1200 hours on December 27th.

15:03 The Company agrees that if a crewmember is out to sea or working in port on Christmas Day a bonus of five-hundred dollars (\$500.00) per crewmember will be paid.

Article 16 – Watches

16:01 Watches shall be run on the basis of six (6) hours on and six (6) hours off. Except when otherwise mutually agreed, watches in the engine room, shall also be on a six (6) hours on and six (6) hours off basis.

16:02 Watches shall not be broken unless it is determined by the Captain to be an emergency.

16:03 No crewmember shall be required to remain on deck for more than his watch, subject to Article 4:04 hereof.

16:04 Not more than two (2) crewmembers, excluding the officer of the watch, shall be required in the pilothouse while the trawler is steaming, laying or jogging.

Article 17 – Weighing and Grading

- 17:01 The crewmembers may appoint and pay tallymen to act on their behalf in checking, weighing and grading of shrimp landed and the disposal of shrimp graded as reject.
- 17:02 The rules and procedures for weighing and grading fish are outlined in Schedule 'C' attached to and forming part of this Agreement.
- 17:03 Any irregularities or deviations from the rules and procedures shall be subject to grievance and arbitration procedure.
- 17:04 The production manager or his designate shall be responsible for recorded weights and is the Company representative in the event of any question or dispute.
- 17:05 Hails are intended to refer to the gross weight by pack estimated to be on board the vessel at a given time.

Article 18 – Trip Settlement

- 18:01 Crewmembers' classifications and method of compensation are set forth in Schedule 'A' attached to and forming part of this Agreement.
- 18:02 On discharge of the trawler at the completion of a trip the trip settlement will be paid to the crew and a copy of the settlement sheet will be forwarded by mail.
- 18:03:01 When fishing shrimp, crewmembers will be entitled to a free-issue of ten (10) kilos of cooked shrimp per trip. Crewmembers will also have the option to purchase a maximum of five (5) kilos of shrimp per week of a trip at 80% of the price listed on the last price list. In addition, crewmembers are entitled to a free issue of an extra five (5) kilos of shrimp on their last trip prior to Christmas.
- 18:03:02 When fishing groundfish, crewmembers are entitled to a free-issue of fifteen (15) pounds of fish per trip.
- 18:03:03 When fishing a combination of shrimp and groundfish, the above issue will be prorated accordingly.

18:04 Where the use of new technology and fishing gear may result in a significant deviation from normal shrimp 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.

Article 19 – Reporting Pay

19:01 Crewmembers who report for a scheduled sailing when required shall receive a minimum of a day’s pay, as set out in 19:02:01, if the sailing is cancelled, through no fault of the crew, and the crew is released.

19:02:01 Crewmembers who report for a scheduled sailing will work as required prior to the sailing, provided that no crewmembers shall be required to work more than twelve (12) hours in a twenty-four (24) hour period.

Classification	Effective Rate – April 1, 2022
Second Mate	\$213.73
Third Engineer	\$225.26
Bosun	\$208.10
Cook	\$208.10
Chargehand – Factory Deck	\$208.10
Fourth Engineer	\$208.22
Deckhand	\$196.21
Steward	\$196.21
Factory Workers	\$196.21

19:02:02 In the event that crewmembers work beyond twelve (12) hours in a day they shall receive time and one-half (1.5) of the pro-rated rates for each hour beyond twelve (12) hours.

19:03 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 the Captain and the crew have agreed to sail shorthanded at the scheduled sailing time.

Article 20 – Sailing other than Fishing Trips – Compensation

20:01 For sailings other than fishing trips crewmembers shall receive an increase in pay for experimental trips as per Article 21.

Article 21 – Tow Job and Diversion Pay

21:01 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.

Classification	Effective Date – April 1, 2022
Second Mates, Second Engineer	\$282.28
Third Engineer, Bosun, Cook	\$282.28
Chargehand – Factory Deck	\$258.93
Fourth Engineer	\$246.20
Deckhands (Trawl Deck)	\$233.47
Factory Workers & Steward	\$220.73

- 21:02 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 shrimp trawler at sea is not considered to be a diversion from fishing at sea under this clause.
- 21:03 When a trawler loses its fishing gear and attempts to retrieve it, crewmembers will be compensated at the rate outlined in clause 21:01 prorated to the nearest for the time spent searching less four (4) hours. Should a trawler recover its own gear any time after abandoning the initial search, the crewmembers will be compensated for the time spent recovering the gear at the rates outlined in 21:01. 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 22 - Salvage Pay

- 22:01 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 21:03.
- 22:02 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 21:01 above.

Article 23 – Jury Duty

- 23:01 The Company shall grant leave of absence without loss or seniority or accumulative benefits to a crewmember who serves as a juror.

Article 24 – Bereavement Leave Pay

- 24:01:01 In the event of a death of a spouse or child and a crewmember has to be brought ashore before the completion of a trip the crewmember shall receive \$1050.00 per week for the portion of the trip missed unless he is required to rejoin his vessel after a reasonable period of time ashore.
- 24:01:02 In the event of a death of a mother, father, brother, sister, grandchild, father-in-law, mother-in-law, grandparent or legal guardian and a crewmember elects to be brought ashore before the completion of a trip the crewmember shall receive \$650.00 per week for the portion of the trip missed unless he is required to rejoin his vessel after a reasonable time ashore.
- 24:01:03 Should a crewmember suffer a bereavement after the vessel lands and that crewmembers is scheduled to work he shall be paid to a maximum of three (3) days in accordance with clause 19:02.
- 24:02 For the provisions of 24:01:01 and 24:01:02 to be operative the crewmember shall be put ashore in order to attend the funeral.
- 24:03 The Company agrees that when a vessel lands in a port on the island of Newfoundland to drop off a crewmember, and decides to replace him, it will use reasonable efforts to do so provided this does not cause any sailing delay. 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 per diem due the replacement to be shared equally among remaining crewmembers.
- 24:04 In the event of bereavement at sea, the Company will choose and pay the transportation costs of the crewmember, to his home port.
- 24:05 When a crewmember is scheduled to sail and a bereavement occurs as defined in 24:01:01 or 24:01:02 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 \$1050.00 or \$650.00 respectively for the trip that is missed due to the bereavement.

Article 25 – Illness or Injury

- 25:01 Should a crewmember become ill and have to be brought ashore before the completion of a trip he shall receive \$650.00 per week for the remainder of the trip.
- 25:02:01 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.
- 25:02:02 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.
- 25:03 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 a medical examination administered by an independent medical advisor.
- 25:04 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 compensated by WHSCC in accordance to the benefits so entitled to under WHSCC.
- 25:05 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.
- 25:06 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 26 – Living Conditions

- 26:01 The Company will provide and maintain clean mattresses and pillows. In addition, the Company will supply two (2) pillowcases, two (2) sheets, and two (2) blankets or the equivalent thereof.
- 26:02 Laundry facilities will be provided on board each trawler.
- 26:03 The 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. For improved reception, the Company will endeavor to provide radio access through satellite receiver.
- 26:04 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.
- 26:05 Water coolers will be provided on all trawlers.
- 26:06 The Company shall maintain the practice of responsibility for ship supplies at Company expense.
- 26:07 As is the current practice, crewmembers will ensure that, during a trip, their cabins are in a clean and tidy condition and are in the same condition when they are released from the vessel after the conclusion of the trip. The Captain or his delegate will make cabin assignments when new crew joins the vessel. Exchange of assigned cabins shall not be allowed without the Captain's express permission.
- 26:08 The Company may use camera in various areas of the vessels, but these shall not be used in the gallery, mess, cabins, washrooms, hallways and change rooms.

Article 27 – Purchasing of Provisions

- 27:01 It is agreed that the cooks shall be entitled to shop for provisions in order to obtain the best values for the crew, subject only to the right of the Union Delegate, on behalf of the crew, to give further direction if necessary to protect their interests. Cooks will post grocery lists on the bulletin board. The initial cost to be charged crewmembers will be twenty-seven dollars (\$27.00) per seaday. The cost of provisions will be assessed quarterly and the per seaday charge will be amended to reflect actual expenditures after review by the vessel's Labour Management Committee and the Cook, if he is not already a part of the committee. The actual costs will be reconciled by January 31st for the previous calendar year. This cost, as amended from time to time, will also be the daily charge for meals served to non-crew persons.

Article 28 – Working Conditions

- 28:01 When the trawler arrives at the port of discharge all members of the crew will be released with the exception of the Cook, Second Mate, Second Engineer, Third Engineer, Fourth Engineer and Bosun. They will be required to remain with the trawler until relieved by opposite member of the sailing crew, with the exception of engineers who will remain with the trawler until released by the Company. Crewmembers required to remain will be compensated under Clause 19:02:01 from the time of docking until they are released.
- 28:02 The sailing crew will be responsible for placing and stowing onboard all gear and supplies required for the upcoming trip.
- 28:03 The crew will be responsible for maintaining the trawler in a clean condition at all times.
- 28:03:01 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 circumstances, it may be necessary to sail and have the crew do some of this clean-up work, in which case reporting pay rates, in lieu of per diem

rates, will be paid for an appropriate amount of time to those crewmembers doing such work.

- 28:04 Main warps will be placed onboard by the crew.
- 28:05 When wire is ordered for the trawler it will be spliced on shore before being placed on the trawler.
- 28:06 Splicing of wire, except in emergencies, will be done by shore personnel.
- 28:07 The Company agrees to provide two (2) hours of clean-up for the crew prior to entering port.
- 28:08 The Company, in consultation with the Cook, will decide whether, and for how long, a steward may be necessary during a refit in Newfoundland.
- 28:09 If the Company should purchase a used trawl that is rim raked, it is agreed that the necessary repair will be carried out in port.
- 28:10 When a vessel lands temporarily during a trip for mechanical reasons (e.g. hull, machinery, fouled propeller) crewmembers will be paid work-in-port rates (Article 19) until the crew are released or until the vessel resails to continue fishing.
- 28:11 The Company agrees to accommodate, where reasonably possible, the travel arrangements for its crew reporting for sailings during the winter fishery. This may include providing food and accommodation aboard the vessel while awaiting the scheduled sailing.

Article 29 – Vacation Allowance

- 29:01 Base 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 – 219 sea days	4% of earnings
220 – 1139 sea days	6% of earnings
1340 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.

29:02 Crewmembers will be paid their vacation allowance, at the appropriate rate on all earnings.

29:03 Upon termination or quitting, crewmembers will be paid the vacation allowance accumulated at that date.

Article 30 – Tool Allowance

30:01 The Company will supply tools to the engine room in accordance with a specified list. Company representatives may consult with engineers on the list of specified tools to ensure adequate provision is made related to the trawler and the requirements of the job.

Article 31 – Clothing Allowance

31:01 The Company agrees to pay a clothing allowance of \$4.00 per seaday.

31:02 The Company agrees to keep a supply of and provide the following items on a replacement basis (replacements will be determined by overall usage):

- (i) protective welding coveralls for engineers;
- (ii) floater suits for deckhands, second mates and bosuns;
- (iii) floater vest for all crewmembers;
- (iv) whites for cooks and stewards;
- (v) insulated jackets for holdmen
- (vi) aprons and sleeves for factory workers
- (vii) gloves for dirty work such as clean-up, fish hold and splicing wire.

31:03 The Company agrees to maintain a pool of six (6) floater suits consisting of one (1) medium, two (2) large, two (2) x-large and one (1) xx-large.

Article 32 – Ship Loss Allowance

32:01 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 of loss of personal items.

32:02 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 33 – Bonded Stock

33:01 The Company will ensure that the allowed number of bonded cigarettes is put on board each trawler the beginning of each trip. Only crewmembers who wish to purchase cigarettes will be required to pay for the bonded stock. The Company will administer the bonded stock in accordance with all legal requirements related thereto.

33:02 The cost to the crewmembers will be the cost of the cigarettes including transportation where applicable.

33:03 If because of conduct of the crew, the Company or any of its management is fined or otherwise penalized for breaking the law regarding bonded stock, this Article will cease to apply. The crewmember(s) responsible for such breach will be required to full indemnify the Company or management for the amount of any such fine or other financial penalty (and the Company may recover such amount out of any monies owed to any such crewmember). The crewmember(s) responsible for such breach shall be subject to discipline up to and including dismissal.

Article 34 – Insurance and Pension

- 34:01 The Company agrees to provide a Group Life and Health Insurance Plan.
- 34:02 The Company will pay the full cost of fifty-thousand dollars (\$50,000.00) each in life insurance and accident death and dismemberment (AD&D) on each crewmember.
- 34:03 During the term of this Agreement, with respect to group benefits other than life insurance, it is agreed that:
- While an employee, who is a member of the Group Plan, is at work, the actual monthly premium costs of the plan shall be cost-shared 54% Company/46% employee. The allocation of premium payments by the employee shall first be applied to Weekly Indemnity with the balance applied to the remaining benefits in such a manner as to result in the total cost of all premiums for insured benefits being shared on a 54%/46% basis.
- While an employee is not at work, the employee will be responsible for all premium cost or whatever coverage he is entitled to under the Group Plan.
- 34:04 A description of the Group Plan will be provided to each employee.
- 34:05 The Company will pay three dollars and ninety-four cents (\$3.94) per seaday in lieu of pension contributions.
- 34:06 (T4's) the percentage allowed for insurance will be issued at the same time as crewmembers T4's.

Article 35 – Management Rights

- 35:01 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.
- 35:02 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.

35:03 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 36 – Conduct and Discipline

36:01 The Company maintains a policy of zero tolerance for illegal drugs, marijuana and alcohol. Illegal drugs, marijuana and/or alcohol brought on board will be confiscated and destroyed by the Captain without any compensation to the crewmember. Possession of illegal drugs, marijuana and/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.

36:02 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.

36:03 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, no later than twenty-four (24) hours after docking. All letters of discipline shall be issued from the Captain.

36:04 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.

36:05 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.

36:06 Matters of 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 four (4) trips if no further disciplinary action has been taken.

Article 37 – Grievance Procedure

- 37:01 No crewmembers shall be disciplined, suspended or discharged without just cause.
- 37:02 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 in 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 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 replay 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.

37:03 Group and policy grievances initiated by the Union and the 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.

37:04 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.

37:05 No grievance shall be denied through error in form or technical irregularity.

Article 38 – Arbitration

38:01 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 arbitrable, 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.

38:02 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.

38:03 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.

38:04 If the parties cannot reach agreement on the selection of an arbitrator within five (5) days, then either party may request the Minister responsible for Labour of the Province of Newfoundland and Labrador to appoint an arbitrator.

- 38:05 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.
- 38:06 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.
- 38:07 In the case of an unjust dismissal or suspension there shall be no onus on a crewmember to mitigate losses.
- 38:08 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.
- 38:09 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.
- 38:10 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.
- 38:11 No grievance shall be lost through error in form or technical irregularity.
- 38:12 Each party shall pay its own costs and the fees and expense of its witnesses. The fees and expenses of the arbitrator shall be shared equally between the parties.

Article 39 – Strike and Lockouts

- 39:01 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.

39:02 The Company agrees that during the life of this Agreement there shall be no lockout.

39:03 No crewmembers shall be forced as a condition of employment to cross a legal picket line.

Article 40 – Duration of Agreement

40:01 This Agreement shall become effective the 1st day of April 1, 2022 and shall remain in effect until the 31st day of March 2025, and thereafter shall be automatically renewed from year to year unless in any year, within ninety (90) days preceding the date of expiration of this Agreement, a written notice is given by either party to this Agreement to the other party, informing the latter that it wishes to terminate or amend this Agreement or to negotiate a new Agreement. In such event, negotiations for a new Agreement or amendment to the existing Agreement shall take place between the parties within fifteen (15) days after the receipt of such notice.

IN WITNESS WHEREOF the parties to this Collective Agreement have hereunto their hands and seals subscribed and set this _____ day of _____, 2022.

SIGNED, SEALED AND DELIVERED

Ocean Choice International – Newfoundland Lynx

Witness

FISH, FOOD AND ALLIED WORKERS - (FFAW-Unifor)

Witness

Schedule 'A' - Lay Arrangement

During the term of this Agreement, crewmembers' incomes will be determined as follows:

1. A per diem of \$130 per seaday calculated to the nearest hour will be paid.
2. A basic share calculated at 12.4% of the Net FOB Market Price of shrimp (price after freight, storage, commission, and duty) will be paid. This percentage will increase to thirteen percent (13%) if the weighted average price to the vessel per kilogram of shrimp is \$3.00 or more.
3. i) A basic share calculated at 12.4% of the following prices by specie and product form will be paid;

Turbot	2022 - \$4.65/kg 2023 - \$4.75/kg 2024 - \$4.85/kg
Turbot Tails	\$1.15/kg.
Redfish – Headed & Guttled	\$2.35/kg (\$0.15/kg.Year1 incentive)
Redfish – Whole Round	\$1.15/kg.
Redfish – Heads	\$0.45/kg.
Cod By-catch Headed & Guttled	\$1.86/kg.
Flounder By-catch Headed & Guttled	\$2.20/kg.
Greyscale By-catch Headed & Guttled	\$2.20/kg.
Halibut By-catch Headed & Guttled	\$6.15/kg.
Grenadier By-catch Headed & Guttled	\$0.09/kg.

The dollar amount arrived at in either case is the crew's gross stock which shall be divided equally amongst the entire crew including the vessel's officers, after the deduction of the cost of provisions.

The Company will only charge Royalty Fees expended to acquire net additional quota of any specie harvested by the Newfoundland Lynx. Royalty Fees related to such acquired additional quota shall be deducted from the gross stock prior to the basic share calculation of 12.4%, i.e. the crew will only be responsible for 12.4% of the actual royalty cost to a maximum of \$900 per metric ton for turbot for a maximum of 50% product and to a maximum of \$220 per metric ton for redfish. For the purpose of these deductions weights used will be actual catches on the vessel (in quota weight terms). Subject to further discussion for other species.

"Shrimp Royalty"

The crew will only be responsible for 12.4% of actual shrimp royalty cost to a maximum of \$1,200/ metric ton. The crew will only be responsible for buying fish after OCI quotas are exhausted. However, because in some circumstances quota has to be purchased up front, the crew will pay royalty throughout the season. There will be reconciliation every October and April. Should at the end of the quota year OCI's quota is not all harvested, the crew will be reimbursed fees for royalty not caught.

Commissions on Shrimp Royalty Fish will be calculated at 13% on full gross stock (as on regular non royalty trips). Subject to Schedule 'A' clause 2.

- (ii) In addition to the share the Company shall pay the following percentages to the classifications specified herein:

Second Mate, Second Engineer	3.00%
Third and Fourth Engineer, Bosun, and Cook	1.75%
Chargehand - Factory Deck /1st. Trip	1.00%
2nd. Trip and thereafter	1.75%
Deckhands (Trawl Deck)	0.55%
Factory Workers & Steward	0.20%

- (iii) Market prices in (i) above will be the average of the weekly prices over the length of the trip. The Company will e-mail weekly shrimp prices to the trawler.
- (iv) The Cook and Steward will receive a premium payment of ten (10) dollars and five (5) dollars, respectively, per seaday when the vessel carries twenty-nine (29) or more personnel.

4. Advances on Earnings for Crewmembers:

4.1 Commencing with the week after the vessel sails:

- (i) Reliever crewmembers will receive weekly advances on trip settlements, less applicable deductions, while at sea; and
- (ii) Regular crewmembers will receive weekly advances on trip settlements, less applicable deductions, while actively fishing on a trip-on – trip off basis.
- (iii) The following weekly advances will apply:
 - a. Factory worker/steward/deckhand/4th engineer: \$700 gross
 - b. Factory chargehand/cook/bosun/3rd engineer: \$850 gross
 - c. 2nd mate/2nd engineer \$1000 gross

4.2 Advances on earnings shall continue to be paid until the number of days a crewmember is on a trip-off is equal to the number of seadays worked by him on his last trip. For any time he is onshore that is greater than the number of seadays worked by him on his last trip, normal advances shall continue while the vessel is actively fishing.

4.3 Overpayments of advances to crewmembers, or other monies owed to the Company, may be recovered from any source of income earned with the Company, and will not be limited to recovery from future trip settlements. For example, amounts owing to the Company may be recovered from work-in-port, refit work (up to a maximum of 15% of gross income) or work on other Company vessels.

5. Transportation:

A transportation system consisting of the following will be implemented:

- (a) A \$150.00 allowance per round trip will be paid to all crewmembers except those crewmembers who reside in Corner Brook or west of Corner Brook;
- (b) A \$340.00 allowance per round trip will be paid to crewmembers who live in Corner Brook or west of Corner Brook.
- (c) This travel policy will only apply to landings on the Avalon Peninsula
- (d) This policy will also be applicable for transportation to and from refits of the vessel, which take place on the Avalon or Burin Peninsulas.
- (e) The regular Company travel policy will apply to landings off the Avalon Peninsula and for travel that is not coincident with the turnaround of the vessel; i.e., if the Charge Hand had to travel to a cold storage facility to inspect shrimp outside the normal turnaround period, then the regular Company travel policy will apply to that trip.

6. Satellite TV:

The Company will provide Satellite TV for the Newfoundland Lynx.

7. Trip Length:

A trip will not exceed sixty (60) days.

8. Refit Work:

When crewmembers are required for work during a refit they will be paid in accordance with Article 19, Clause 19:02:01 and 19:02:02.

Schedule 'B' - First Aid Kit/Medicine Chest Contents

<u>Quantity</u>	<u>Item</u>
2	Disinfectant soap
1	Surgical Bowl
1	Medical Thermometer
1 pr.	Surgical Scissors
1 pr.	Tweezers (Bias Point)
4	Eye Shield
1	Eye Rinse Cup
1	Eye Dropper
1 pr.	Blunt forceps
1	Bed pan
1	Urinal bottle (bed type)
1 set	Air Splints (complete for all limbs)
1	Stretcher (metal basket type for all new and replacement stretchers)
2	Triangular Bandage (for sling)
1	Hernia belt (adjustable elastic)
1	Resuscitator airway
6	Cough syrup (bottles)
2	Torniquet (34" 3 3/4" approx.)
2	Finger stalls
1	Leather wrist strap
1 pkg.	Safety pins
1 pkg.	Absorbent cotton (Institutional Size)
2 pkgs.	Boil dressings (assorted sizes)
2	Gauze burn dressings (medicated) containers
16	Gauze bandages 1" to 4" (of each size)
25	Gauze pads
100	Band-Aids
4 rolls	Adhesive medical tape
2 rolls	Elastic bandages (three inch)
4	Eye dressings
1 vial	Eye drops
1 vial	Earache drops
1	Bottle eye wash solution
1 vial	Nose drops
1 vial	Toothache drops
1 pkg.	Applicators

1 pkg.	Hemorrhoid suppositories
100	ASA tablets (approx. 100)
100	222 tablets (approx. 100)
100	Darvon N Co (for pain) (approx. 100)
60	Penicillin tablets 500,000 units
100	Flu capsules (APC + C)
25	Gravol tablets (sea sickness)
1 pkg.	Grodent tablets
1 pkg.	Epson salts
1 pkg.	Brono or alka seltzer
2	Bottles kalpec (or similar) for diarrhea
2	Bottles castor oil
1	Bottle or pkg. Ex-Lax or equivalent
2	Bottles Minards Liniment
1	Bottle Absorbine Junior liniment
2 oz.	Friars Balsam
1 tube	Antibiotic healing ointment
8 oz.	Rubbing alcohol
4 oz.	Peroxide
2 oz.	Iodine
1 oz.	Metaphen
3 tubes	Antiseptic ointment
3 tubes	Topical ointment or vaseline (or jars)
1 tube	Sulfathiazole healing ointment (for cuts, burns, etc.)

Schedule 'C' - Shrimp Weighing and Receipt

1. All Shrimp packages and bags shall be unloaded directly from the trawler through existing unloading systems, transported directly to the cold storage and upon completion of discharge, sorted onshore.
2. A tally person shall record the number of boxes/bags of shrimp being offloaded from the vessel and a second tally person will complete a second count as the product enters the storage facility.
3. The product is sorted by type and size. The number of master packages of cooked and Japanese (raw) product are counted and multiplied by the net product weight (i.e. 12 kg or 5 kg) per master to determine the total weight of each product used in calculating the crew gross stock as per Schedule "A".
4. Samples are taken of Cooked and Japanese (raw) products, which fairly represent the production of the entire trip and are checked to ensure the product is within the tolerances specified (i.e. count, percent damaged or soft).
5. Samples are also taken of all types/sizes of industrial shrimp. The number of samples varies each trip, however they will be sufficient to adequately determine the weight of each product over the entire trip. These samples are weighted and an average gross frozen weight per bag – less the weight of the bag for each type/size is determined.
6. As per industry standards, deductions from the gross frozen weight (as determined in item 5) of each type/size of industrial shrimp may be made for the following reasons:
 - a) ice, water described as drip loss;
 - b) krill (shrimp under 2 grams);
 - c) crushed and small pieces;
 - d) foreign material
7. Deductions to be made from the gross frozen weight of each type/size of industrial shrimp shall be arrived at in the following manner:
 - a) for drip loss a percentage that water/ice is of the gross weight. The gross drained weight is determined by the gross frozen weight less the deduction for water and/or ice.

8. Deductions to be made from the gross drained weight of each type/size of industrial shrimp shall be arrived at in the following manner:
- a) for krill a percentage based on the total weight of shrimp under 2 grams in the sample, divided by the total sample size in grams.
 - b) for crushed and small pieces a percentage based on the total weight of such shrimp (in grams) in the sample divided by the total sample size in grams.
 - c) for foreign material a percentage based on the total weight of foreign material (in grams) in the sample divided by the total sample size in grams.
9. Deductions made from the industrial shrimp produce an average net weight per bag. (See example below).

Average gross frozen weight	20.00 kg
Drip Loss (7.2%)	<u>1.44</u>
Average net drained weight	18.56
Krill (0.25%)	0.05
Crushed and Small Pieces (2.25%)	0.42
Foreign Material (0.50%)	<u>0.09</u>
Average net weight per bag	<u>18.00</u> kg

This average net weight per bag is multiplied by the number of bags counted by the storage facility and used in calculating the crew gross stock as per Schedule "A".

10. All products are shown individually in kilograms based on the number of master packages, sorted by the weight of the master, normally in the following manner:
- a) Raw, shell-on product 1 x 12 kg master = 12 kilograms
 - b) Cooked, shell-on product 1 x 5 kg master = 5 kilograms
 - c) Industrial shrimp outlined in 6, and 7 above.

11. The receipt shall include shrimp purchased by crew. The purchased kilograms of each individual product are added to the total based on a report from the vessel. The receipt will state the total kilograms purchased by the crew.
12. The receipt will show the net shrimp by size and each crewmember shall be given a copy of the receipt.

Schedule 'D' – Harvesting Review Committee

OCI/FFAW Newfoundland Lynx Harvesting Review Committee

A joint OCI/FFAW Newfoundland Lynx Harvesting Review Committee will be formed as follows:

1. Formation – OCI will be represented by the Director of Fleet Operations, Vessel Operations Manager, Fleet Accountant and General Manager. The Lynx crew will be represented by two members from each crew and FFAW representation.
2. Meetings – The Lynx Harvesting Review Committee will meet semi-annually for the term of this contract commencing six months after ratification.
3. The Company will discuss the multi-species (e.g. Turbot, Shrimp, Redfish) harvesting plan for the Newfoundland Lynx at each meeting of the Committee.
4. The purpose of the committee will be as follows:
 - a. to review past harvesting volumes and discuss harvesting capability and potential improvements.
 - b. to review on board processing activities for suggested improvements.
 - c. to review annual income levels of crewmembers.
 - d. to examine trip incomes by specie.
 - e. to review the crew size required to maximize production on redfish.

Schedule 'E' –2nd Engineers

LETTER OF AGREEMENT

Mr. Johan Joensen
FFAW-Unifor
368 Hamilton Avenue, Box 10, Station "C"
St. John's, NL A1C 5H5

Mr. Peter Adams
Ocean Choice International L.P.
P. O. Box 8274, Station "A"
1315 Topsail Road
St. John's NL A1B 3N4

Re: 2nd Engineers

The parties to the Collective Agreement recognize a shortage of Engineers in the local and regional labour market.

In order to facilitate the operations of the Lynx the company and the union have agreed to exclude 2nd Engineers from the bargaining unit.

However, in that regard, the parties have agreed as follows:

1. The Company confirms that 2nd Engineers previously members of the bargaining unit retain the option to remain part of the bargaining unit and the terms and conditions of the Collective Agreement continue to apply.
2. Notwithstanding the terms and conditions of the Collective Agreement and the bargaining rights of the Union, where a 2nd Engineer is a member of the bargaining unit, the Company will respect existing bargaining unit members as remaining as such. These 2nd Engineers shall be treated as included in the Lay Arrangement of the Collective Agreement for so long as they are with the vessel. All increases encoded with the Collective

Agreement shall also be realized for the 2nd Engineers choosing to remain within the bargaining unit.

3. In relation to Article 19, Second Engineers remaining in the bargaining unit will have a daily rate of \$231.35 effective April 1, 2022.
4. This Letter of Agreement shall continue in full force and effect as part of the Collective Agreement.

Yours very truly,

JOHAN JOENSEN

PETER ADAMS