

2009 B 2013

A G R E E M E N T

Between

**OCEAN FISHERIES LIMITED
(Royal Plant Division, Prince Rupert)**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882**

Term of Agreement June 1, 2009 B May 31, 2013

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TERMS OF AGREEMENT

OCEAN FISHERIES LIMITED
(Royal Plant, Prince Rupert)

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882**

This agreement entered into between the undersigned Company and the Party of the First Part, hereinafter referred to as the Company, and the International Union of Operating Engineers, hereinafter referred to as the Union.

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

WITNESSETH the Parties hereto mutually agree with each other as follows:

ARTICLE I B UNION RECOGNITION

- 1.01 The Company recognizes the Union as the collective bargaining agency for its employees who are classified in this agreement and who are engaged in the Plant or section of the Plant for which the Union is the certified bargaining representative.
- 1.02 The bargaining representative or committee of the Union appointed by the employees to interview the Management in connection with any matter affecting this agreement shall be given a hearing without delay. Shop Stewards shall be granted such time off without pay deduction as may be required to attend the necessary meetings with local management to deal with matters relating to this Agreement.

ARTICLE II B UNION SECURITY

- 2.01 The Union recognizes the right of the Company to hire whomever it chooses, subject to the seniority provisions contained herein. The Company agrees to advise the Union of vacancies as they occur and will give first consideration to applicants referred by the Union.

2.02 The Company agrees that it will instruct all new employees to report to the appropriate Shop Steward within forty-eight (48) hours of commencing employment in order to complete the necessary enrolment cards.

All employees shall be required to become Members of the appropriate Union within seven (7) days as a condition of continued employment, except that employees who are hired for a temporary job which will not exceed seven (7) days shall not be required to join the Union.

2.03 Should any employee covered by the Bargaining Unit cease, at any time, to become a Member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee.

2.04 All employees shall be required to sign authorization for check off of Union dues and assessments, which may be levied by the Union in accordance with the Constitution and/or By-laws.

2.04.1(a) The Company shall deduct and remit to the Union any monthly dues and assessments levied, in accordance with the Union=s By-laws, owing by said employees hereunder to the said Union.

(b) The employer shall report/record Union dues on employee=s T-4 slips.

ARTICLE III B SENIORITY

3.01 In the promotion of employees, qualifications and experience shall be the primary consideration. Where such qualifications and experience are equal, seniority shall be the deciding factor.

3.02 Where possible, the Company will endeavour to give as much notice as possible on plans for off-season work. In cases of layoff, employees shall receive one week=s notice of such layoff.

3.03 In the lay-off of employees, seniority shall be the governing factor providing employees retained are capable of doing the work required. The Company will give its best effort to inform the employees of their anticipated date of recall at the time of their layoff.

3.04 Employees shall be recalled to their classification in the order of their seniority. It shall be the employee's responsibility to keep the Company informed of his/her current mailing address. Laid off employees shall retain seniority rights for a twelve (12) month period. Employees shall be contacted by telephone or notified by registered mail.

3.05 If an employee is transferred from one plant to another or from one area to another, all benefits and seniority shall transfer with him/her upon being certified, qualified by the Chief Engineer or after 400 hours, whichever is the lesser.

3.06 If an employee transfer from one area or plant to another is compulsory, his/her benefits and seniority shall be immediately transferred with him/her.

ARTICLE IV B WORKING CONDITIONS

- 4.01 It is understood and agreed that the employee on shift shall be responsible only to the Chief Engineer, Assistant Chief Engineer, or Acting Chief Engineer, or in his/her absence, the Superintendent or Manager.
- 4.02 Unless relief is provided and acting on instructions of the Chief Engineer, Assistant Chief Engineer, or Acting Chief Engineer, or in his/her absence, the Management, Refrigeration Operator shall remain in the vicinity of the engine room at all times during their respective shifts, except in the course of their regular duties elsewhere in the plant. Regular duties, such as taking temperatures and attending the boilers, shall be carried out promptly.
- 4.03 Employees when not doing work covered by their own classification shall do such work as instructed by the Chief Engineer, Assistant Chief Engineer, Acting Chief Engineer, or in his/her absence, the Management, such as maintenance work.
- 4.04 The Chief Engineer shall have full supervision, within the provisions of the Boiler and Pressure Vessel Act, of the employees coming under the jurisdiction of this Agreement engaged in operation, maintenance or installation of equipment pertaining to the existing plant.
- 4.05 A schedule of shifts for crewing during the salmon season and the herring season shall be drawn up prior to the start of each season, after consultations between the employees concerned and Management.
- The first shift of the week shall be Monday, and the first shift of the day shall be day shift. The weekly days of rest will normally be Saturday and Sunday.
- The decision to change to two or three eight hour shifts or to two twelve hour shifts will depend on the processing period, and the ability and availability of the crew. Such decisions will be made after consultation with the crew and/or its representative as time permits.
- Given the different operating/processing needs at the Prince Rupert Plant, different shifts may be utilized at each operation during the same time period.
- 4.06 An employee required to perform preparatory work necessary for processing operations may be called to commence work up to three (3) hours prior to the regular start time. Nothing in this Article will limit the Company=s right to call in an employee more than three (3) hours before the regular start time as long as overtime is paid in accordance with the terms of this Article and others in the Agreement. A maximum of three (3) hours at time and one-half shall be paid on any one day Monday to Friday inclusive.
- 4.07 If the preparatory work referred to in Article 4.06 is expected to exceed three (3) hours, the employee designated for the shift in which those hours may fall, shall be called in to perform such work until the commencement of the next normal shift.
- 4.08 Where the company proposes a short change from the twelve-hour shift schedule, the Graveyard engineer on the day after the short change would work 6:00 PM to 4:00 AM. The Day Shift engineer would work 8:00 AM to 6:00 PM. On the second day, the engineers would work the regular Day Shift and Afternoon Shift. Under this Article, Article 7.05 would not apply.

- 4.09 Where work becomes more year round (i.e. approximately nine (9) months or more), the Company may elect to introduce a rotating shift schedule whereby overtime is to be paid only in accordance with Article VII B Hours of Work and Overtime. The shift schedule shall be arranged following consultation between Management and the employees.

Under a 3 shift per 24-hour basis, the following schedule shall apply:

Day Shift -	8:00 AM to 4:00 PM
Afternoon Shift -	4:00 PM to 12:00 AM
Graveyard Shift -	12:00 AM to 8:00 AM

- 4.10 Upgrading Assistance **B** By mutual agreement between the Company and the employee, the employee may take a course to upgrade his/her certificate or to improve his/her knowledge in keeping with technical changes related to his/her current job and certificate.
- 4.10.1 In considering an employee=s request for upgrading, the Company shall ascertain its relevancy in terms of present requirements at the plant or future requirements due to anticipated expansion or technical change. Where the Company agrees to an employee upgrading his/her certificate the Company will pay a minimum of 90% of the difference between the employee=s regular rate of pay and the amount allowed by Canada Employment and Immigration Commission, for the period of time required to complete the Standardization Curriculum course.

It is understood that where an employee can reduce the time spent by personal study prior to taking the course, the Company will encourage him/her to do so and assist where possible.

The Company shall pay the full cost of the 3rd class correspondence course and required books and materials upon successful completion of the course.

Any amount paid by the Company remains a debt of the employee to the Company for two full years of employment after completion of the upgrading course. For employees with less than two years of service with the Company, the employee=s debt to the Company will diminish 50% after the first year, 100% after the second year. For employees with more than two years of service, the employee=s debt to the Company will diminish 50% after 6 months and 100 % after 1 year.

The Company may request the employee to sign a contractual agreement before commencing assistance payments, and arrange with the employee to receive periodic proof of attendance at the school of instruction.

- 4.10.2 The Company shall not normally be obligated to reimburse employees for cost of tuition or materials for short-term courses for personal and/or correspondence study, except where courses are required to be taken by an employee prior to attempting a higher level of certification.
- 4.10.3 The Company will not pay for education normally acquired in a public school, high school or university, nor will the Company pay for repeat courses where an employee has attempted the same course and failed.
- 4.10.4 Where individuals undertake skills training through evening or correspondence programs, and if in the Company=s opinion these programs are job related, the Company shall reimburse employees for the cost of tuition and materials upon successful completion of such programs.

ARTICLE V B VACATIONS

- 5.01 Employees with less than one (1) year of continuous employment shall receive partial vacation based on the total completed calendar months employed.
- 5.02 Employees with one (1) or more years of continuous employment shall receive ten (10) working days vacation with pay or four percent (4%) of their gross annual earnings, whichever is the greater.
- 5.03 Employees with three (3) or more continuous years of employment shall receive fifteen (15) working days vacation with pay or six percent (6%) of their gross annual earnings, whichever is the greater.
- 5.04 Employees with eight (8) or more continuous years of employment shall receive twenty (20) working days vacation with pay or eight percent (8%) of their gross annual earnings, whichever is the greater.
- 5.05 Employees with **fifteen (15)** or more continuous years of employment shall receive twenty-five (25) working days vacation with pay or ten (10%) of their gross annual earnings, whichever is the greater.
- 5.06 From the **twentieth (20) year** of continuous years of employment, the following schedule shall apply:

from the 20th year	10.4% (5 weeks, 1 day vacation)
from the 21 st year	10.4% (5 weeks, 1 day vacation)
from the 22 nd year	10.4% (5 weeks, 1 day vacation)
from the 23 rd year	10.8% (5 weeks, 2 days vacation)
from the 24 th year	10.8% (5 weeks, 2 days vacation)
from the 25 th year	11.2% (5 weeks, 3 days vacation)
from the 26 th year	11.6% (5 weeks, 4 days vacation)
from the 27 th year	12.0% (6 weeks vacation)
from the 28 th year	12.4% (6 weeks, 1 day vacation)
from the 29 th year	12.8% (6 weeks, 2 days vacation)
from the 30 th year	13.2% (6 weeks, 3 days vacation)

and each year thereafter.

- 5.07 If holidays taken during the year do not equal 4%, 6%, 8%, 10% or the applicable percentage of gross annual earnings, for the year or portion of the year, the balance shall be paid at December 31st of each calendar year or a year-end lay-off.

5.08

- (a) Vacations shall be taken at a time mutually satisfactory to management and employees. Vacations shall be chosen on a seniority basis and submitted by April 1st of each year. After April 1st, choice of vacation will be made on a first come-first served basis.
- (b) Employees shall have the option of receiving their vacation pay on each paycheck calculated as the appropriate percentage of earnings for the pay period for which the paycheck is issued.
- (c) Employees who decline option (b) above shall have their vacation pay paid in the usual manner. Vacation pay may be drawn no more than twice in any year.
- (d) A form shall be supplied for each employee in a new calendar year. The employee shall have until payroll cut-off to indicate their preference or they will automatically fall into category (b) above. All new employees will be included in category (b) above during the calendar year in which they are hired.

5.09 In the year in which an employee first qualified for fifteen (15) or more days vacation, if his/her anniversary date of employment to so qualify occurs before or on July 1st, he/she shall receive such extra days= vacation in or on that year.

If his/her anniversary date of employment occurs after July 1st, he/she shall only receive the additional percentage payment at year end for those months worked after his/her anniversary date in that calendar year.

5.10 Where an employee has been hired during a calendar year, he/she may be granted sufficient leave of absence without pay at the beginning of the following calendar year in order to give him/her two weeks vacation.

5.11 Any employee who works 225 days or more in a calendar year shall receive vacation pay on vacation pay.

5.12 Employees may be granted leave of absence without pay, for personal reasons and in accordance with Company policy, as may be amended from time to time, provided vacation entitlements and banked overtime have been exhausted. Such leave shall not interfere with the operation of the Plant.

ARTICLE VI B WAGES

6.01 Wage Rates

Classification	Present	April 1/09 11%	June 1/10 0.08%	June 1/11 0.08%	June 1/12 0.08%
Chief Engineer	\$26.46	\$29.37	\$29.60	\$29.84	\$30.08
Assistant Chief	\$25.43	\$28.23	\$28.45	\$28.68	\$29.91
Maintenance Engineer	\$25.13	\$27.89	\$28.11	\$28.33	\$28.56
Operating Engineer	\$24.78	\$27.51	\$27.73	\$27.95	\$28.17
New Operator	\$24.62	\$27.33	\$27.55	\$27.77	\$27.99

6.02 It is understood that the question of qualifying time for new Operators shall be such time as his/her qualifications are satisfactory to Management but in no case to be more than six (6) months (6x number of working hours in a month).

If a new Operator carries a shift without direct supervision, he/she shall be classified as an Operating Engineer for that shift.

6.03 Employees required to work on night shift (i.e. 4:00 PM to midnight) shall receive \$0.40 per hour above the regular rate (both straight time and overtime) for all hours so worked.

Employees required to work on graveyard shift (i.e. midnight to 8:00 AM) shall receive \$0.50 per hour above the regular rate (both straight time and overtime) for all hours so worked.

6.04 In the event of an employee filling a higher rated position, he/she shall be paid the higher rate applicable to that position. If an employee temporarily renders service in a position paying a lower rate of pay, his/her wages will not be reduced.

6.05 Where the Chief Engineer is outside the bargaining unit, an employee acting in the capacity of Chief Engineer during vacations or for a period exceeding two (2) days shall receive \$1.00 per hour additional during such period for hours so worked.

6.06 Every employee who proves to the satisfaction of the Company that the employee has passed the recognized B.C. Trades examination specified for the trade of Refrigeration Mechanic and/or Gas Fitter, **in addition and will include Millwright, Refrigeration and/ or Pipefitter Certification for premium** and is the holder of a B.C. Certificate of proficiency in such trade, shall be paid a premium of \$0.40 per hour in addition to their base rate.

ARTICLE VII B HOURS OF WORK AND OVERTIME

7.01 Eight (8) hours shall constitute a work day.

7.02 Forty (40) hours shall constitute a work week.

7.03 Overtime at the multiple rate of time and one-half shall be paid in the following instances:

7.03.1 For the first three (3) hours worked in excess of eight (8) hours on regular work days.

7.03.2 For the first eight (8) hours worked on the first day of the two weekly days of rest.

7.04 Overtime at the multiple rate of double time shall be paid for all hours worked as follows:

7.04.1 After three (3) hours overtime have been worked on the regular work days.

7.04.2 For all hours in excess of eight (8) hours on the first day of the two weekly days of rest.

7.04.3 For all hours worked on the second day of the two weekly days of rest.

- 7.05 If an employee is required to work a shift outside the regular shift cycle before sixteen (16) hours have elapsed since his/her previous shift, he/she shall be paid at the overtime rate. It is understood that this condition shall not apply at the time of a regular shift change or when an arrangement is made between employees which is to the advantage of either employee such as to extend a vacation period.
- 7.06 If an employee is notified to report for work and does so, the employee shall receive a minimum of two (2) hours unless the employee actually commences work in which case the minimum time paid shall be four (4) hours. The rate of pay shall be the rate of pay applicable on that day or part day.
- 7.07 Premium pay of \$1.00 per hour will be paid for all straight time hours worked between Saturday midnight and Sunday midnight.
- 7.08 The Company will furnish and pay for a city-wide pager for those Engineers on an alarm system and on call and such Engineers must carry the pager when requested to do so. Such Engineers, when carrying the pager will be paid \$8.00 per day (Monday to Sunday). If the employee who has been carrying the pager is required to perform a plant check on their weekly day of rest (normally Saturday, Sunday or Statutory Holiday), they will be paid 4 hours pay at the applicable rate of pay.
- 7.09 Employees required to work more than two (2) hours overtime after completing their regular shift, shall be granted a meal allowance of **Fifteen Dollars (\$15.00)**, plus delivery charge, providing the employee has not had forewarning of such overtime prior to coming on shift.

Where an emergency occurs and an employee is called into work before the normal start time, and the employee remains at work, the employee shall be granted a meal allowance of Six Dollars and Fifty Cents (\$6.50) plus delivery charge.

7.10 Banking of Overtime

- 7.10.1 A system for the provision for the banking of overtime will be instituted.
- 7.10.2 Employees will be given the option, twice a year (January 1st and July 1st), to either bank all their overtime or to have it paid in cash when earned.
- 7.10.3 At the employee's request, the overtime leave bank may be paid out in its entirety twice a year, in the pay period following the request. There will be a pay out of any unused portion of the banked overtime on the final payroll of the year.
- 7.10.4 Where the employee chooses to take time off, it must be taken at a mutually agreeable time.
- 7.10.5 There will be an upper limit of the equivalent of 240 straight time hours allowed to be banked. Once the upper limit has been reached, the employee will be paid in cash when earned.
- 7.10.6 During the period where an employee is receiving banked overtime time off (this time is not to be considered as time worked), they will not receive statutory holiday pay unless they should otherwise qualify for such statutory holiday.
- 7.10.7 Employees will book time off in blocks of five (5) days at a time except that up to twenty-five percent (25%) of the hours in the OT leave bank to a maximum of 40 hours may be taken as individual eight (8) hour days. All time off shall be taken subject to departmental requirements.

- 7.10.8 Employees may opt to utilize their overtime leave bank to supplement their E.I. benefits during periods of layoffs up to a maximum allowable level of income under E.I. Regulations.
- 7.10.9 Employees may opt to utilize their overtime leave bank to top up Weekly Indemnity payments to a maximum of one hundred percent (100%) of the employee=s normal weekly straight time earnings.

ARTICLE VIII B STATUTORY HOLIDAY PROVISIONS

8.01 Overtime at the rate of double time shall be paid for all hours worked, in addition to the regular wages, on the following Statutory Holidays and for any other days that may be proclaimed Statutory Holidays by the Federal or Provincial Government:

New Year=s Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
East Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

- 8.02 If a Statutory holiday falls on an employee=s day off, the following workday shall be observed as a holiday.
- 8.03 If a Statutory Holiday falls on a Sunday and another day is declared in lieu or in addition to such holiday, then the day declared in lieu or in addition to such holiday shall be considered as the Statutory Holiday.
- 8.04 **Employees shall receive eight (8) hours’ pay for Christmas Day, Boxing Day and New Years Day should they not otherwise qualify for such Statutory Holiday pay providing they have worked 225 days to qualify.**

ARTICLE IX B EQUIPMENT

- 9.01 The Company shall pay the difference between normal lenses and hardex lenses upon purchase of the initial pair of safety glasses and one hundred percent (100%) of the cost of replacement safety glasses where the damage is job related.
- 9.02 In any calendar year, the Company shall allow employees to purchase safety footwear of **one (1) pair at one hundred percent (100%) up to two-hundred fifty dollars (\$250.00)** at the cost to the Company and one (1) pair at fifty percent (50%) cost to the company if a second pair is required.
- 9.03 The Company shall supply all employees with lockers for storage of clothing and boots.

ARTICLE X B MEDICAL AND EXTENDED HEALTH COVERAGE

10.01 **Medical Services Plan**
 The contract currently held by the Company and the British Columbia Medical Services Plan, to provide medical care to employees classified herein who qualify and who indicate their desire to be covered by the plan, shall remain in effect for the duration of this Agreement.

10.02 Extended Health Benefits Plan

The contract currently held by the Company and the Medical Services Association to provide Extended Health Benefits to employees classified herein, and who indicate their desire to be covered by the plan, shall remain in effect for the duration of this Agreement.

10.02.01

The company agrees to reimburse employees an additional fifty dollars (\$50.00) per twenty-four (24) month period to supplement the current eyeglass coverage under the Extended Health Benefit Plan.

10.03 Premium rates

Premium rates of the B.C. Medical Services Plan and the Extended Health Benefits Plan of MSA may be adjusted at any time as may be required to reflect changes in the coverage of either plan, or changes in the experience of the group.

10.04 Eligibility

New employees will be allowed coverage under these plans immediately upon plan carriers accepting such application.

10.05 Application Forms

To ensure enrolment in both the Medical Services Plan and the Extended Health Benefits Plan, an employee must complete and sign the required application forms of both plans.

10.06 Payment of Premiums

Subject to the conditions set forth herein for prepaid premiums, the Company agrees to pay eighty percent (80%) of the premium of both plans for each month the employee is on the payroll.

10.07 Prepaid Premiums

To assist employees who are temporarily laid off to maintain their coverage under both plans, the Company shall make the following contributions:

10.07.1 If an employee is laid off within five months of date of enrolment, the employee shall pay in advance the full monthly premium of both plans to maintain coverage.

10.07.2 If an employee is laid off after five months from date of enrolment in the plans, the Company will pay eighty percent (80%) of the next three monthly premiums of both plans and fifty percent (50%) of the monthly premium for the fourth to sixth month of layoff. Thereafter, the full premiums must be paid in advance by the employee to maintain his or her coverage.

ARTICLE XI - DENTAL PLAN

11.01 The contract currently held by the Company and the British Columbia Medical Services plan, to provide dental care to employees classified herein who qualify and who indicate their desire to be covered by the plan, shall remain in effect for the duration of this Agreement.

11.02 The Plan shall provide a maximum eighty percent (80%) of Plan A B Basic Services and sixty percent (60%) of Plan B B Prosthetic Appliances and Crown and Bridge Procedures. Employees, their spouses and registered dependents shall be eligible for services under the provisions of the Plan. Part C will cover dependent children to a lifetime maximum of eight hundred fifty dollars (\$850) fifty percent (50%) reimbursement.

11.03 Premium rate may be adjusted at any time as may be required to reflect changes in the experience of the group, and/or changes in dental service rates.

11.04 Eligibility B To qualify for coverage under the Dental Plan an employee must have accumulated six (6) consecutive months of service.

For this purpose, a month=s service is defined as a calendar month in which the employee has worked one hundred (100) hours or more.

11.05 Payment of Premiums B Subject to the conditions set forth herein, for prepaid premiums the Company agrees to pay eighty percent (80%) of the premium for each month the employee is on payroll.

11.06 Prepaid Premiums B To assist employees who are temporarily laid off to maintain their coverage for a full twelve months after their date of enrolment, the Company shall make the following contributions:

11.06.1 If the employee is laid off within five (5) months of enrolment, the employee shall pay in advance the full monthly premium to maintain coverage to anticipated date of rehire.

11.06.2 If the employee is laid off after five (5) months from the date of enrolment in the Plan, or in subsequent years the employee is laid off after five months on the payroll, in the twelve month period immediately following the date of rehire, the Company will pay eighty percent (80%) of the next three monthly premiums and fifty percent (50%) of the monthly premiums for the fourth to sixth month of layoff. Thereafter, the full premium must be paid in advance by the employee to maintain his or her coverage to the anticipated date of rehire.

ARTICLE XII B LIFE INSURANCE

12.01 Employees may enroll in a Life Insurance plan with the Company. Effective August 13, 2001 the plan shall provide for coverage of twenty-five thousand dollars (\$25,000), per employee for those employees who chose to enroll.

12.02 New employees will be eligible the first day of the month coinciding with or next following three months of continuous employment.

12.03 The Company will pay one hundred percent (100%) of the cost of the premiums for each month the employee is on the payroll.

12.04 In the event of a seasonal layoff, coverage will continue for up to six (6) months.

12.05 Individual coverage will cease on termination of employment or after six (6) months of layoff, whichever comes first.

ARTICLE XII – LIFE INSURANCE

12.06 Accidental Death and Dismemberment

The Company agrees to a twenty-five thousand dollar (\$25,000) Accidental Death and Dismemberment policy. Any death benefit paid under this coverage is in addition to the Life coverage under Article XII (12.01-12.05).

ARTICLE XIII - WEEKLY INDEMNITY

- 13.01 Employees may enroll in a Weekly Indemnity plan with the Company. Effective August 13, 2001 the plan shall provide for coverage of a maximum weekly benefit of six hundred and fifty dollars (\$650) per week payable for a maximum of twenty-six weeks on a first day of accident, fourth day of illness basis.
- 13.02 New employees will be eligible the first day of the month coinciding with or next following three months of continuous employment.
- 13.03 The Company will pay one hundred percent (100%) of the cost of the premiums for each month the employee is on the payroll.
- 13.04 In the event of a seasonal layoff, coverage will continue for up to six (6) months even though the employee may not claim for weekly indemnity while on layoff.
- 13.05 Individual coverage will cease on the last day worked.

ARTICLE XIV B PENSIONS

- 14.01 All employees covered by this Collective Agreement must become members of the Ocean Fisheries/IUOE Group RRSP Pension Plan upon the attainment of 1000 hours of cumulative service with the Company.
- 14.02 The Pension Plan is a locked in money purchase plan.
- 14.03 **Effective June 1, 2009, the Company=s contribution to the plan for each employee is one and one-half percent (1.5%) of annual gross earnings.**
- 14.04 **Effective June 1, 2009 the employee may also increase, by payroll deduction, his or her contribution by up to three and one-half percent (3.5%) of annual gross earnings. This voluntary contribution will be matched by the Company on a percentage basis. The increased deduction can be changed in writing prior to January 1st of each year.**

ARTICLE XV - SICK LEAVE

- 15.01 **Each employee will be entitled to ten (10) non-cumulative sick days per calendar year. Employees hired during the year will have their sick leave entitlement prorated for the year on the basis of ten (10) sick days per calendar year. Employees who are off sick will be paid the hours they are scheduled to work on that day (up to twelve (12) hours as scheduled), as requested.**
- 15.02 In the cases where the Company suspects abuse of article 15.01, a doctor=s certificate verifying the illness may be requested.
- 15.03 The Company, at its discretion, may request a second opinion. The employee and Company to mutually agree on the choice of this second doctor. The Company to pay all costs associated with the second visit, above those covered by present health care plans.

ARTICLE XVI B BEREAVEMENT

- 16.01 Should an immediate relative of an employee die, and the employee requires time off to attend the funeral or to attend to funeral arrangements during regular work days, such employees shall receive upon request, up to three days leave with pay. An additional day will be granted where travel to a minimum of 500 kilometres from the employee=s home and an overnight stay is necessary. Immediate relative shall mean Mother, Father, Brother, Sister, Husband, Wife, Son, Daughter, Mother-in-law, Father-in-law, Grandparents, Legal Guardian, Common-law Spouse or Step-Child.

ARTICLE XVII B TRANSPORTATION AND TRAVELLING PAY

- 17.01 Should engineers be hired by the Company=s Head Office in Vancouver, the Company shall be responsible for one-way transportation to Prince Rupert, provided the employee works at the plant two and one half months or more. In such a case, an Engineer is hired for a season only, and the employee completes the season, or completes the work for which he/she is engaged, then the Company shall be responsible for two-way transportation. Similarly, an engineer hired in Vancouver, by Head Office, who quits of his/her own accord, or is discharged for cause within two and one half (2 B 2) months from his/her arrival at the plant, then the Engineer shall be responsible for all the transportation costs.
- 17.02 The foregoing section shall not apply to Engineers hired by the Prince Rupert Plant, whether the Engineer lives in or away from Prince Rupert.
- 17.03 Transportation referred to in this Article means steamer or airplane passage, and it is understood that no remuneration will be granted to employees in lieu thereof.
- 17.04 Employees shall pay their own transportation when travelling for personal reasons.
- 17.05 When an employee qualifies for transportation as outlined in 18.01, he/she shall be paid wages while travelling between 8:00 AM and 4:00 PM Monday through Friday from Vancouver to Prince Rupert. Wages shall terminate when paid off at the plant, or if the employee is transferred when paid off at another plant within the same Company.

- 17.06 Where the Company agrees to assist a job applicant from outside Prince Rupert, to relocate in the Prince Rupert area, the terms and conditions of such assistance shall be presented in writing to the applicant and shall detail the maximums allowable for the employee, his/her family and his/her effects, together with the length of service requirements upon which such assistance is conditional.
- 17.07 The Company shall pay for transportation (i.e. taxi) to and from work for call-outs or where work beyond the normal shift is extended due to overtime, and where the employee cannot provide his/her own transportation.

ARTICLE XVIII B GRIEVANCE PROCEDURE

- 18.01 During the life of this Agreement, should any difference arise concerning the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable or should any local trouble arise in the plant, there shall be no stoppage of work or strikes on the part of the Union nor shall there be any lockouts on the part of the Company.
- 18.02 It is in the general interest of both parties to prevent the elevation of minor questions into formal grievances and, as a possible means to this end, employees are urged to raise grievances imagined or otherwise with their Supervisor as quickly as possible.
- 18.03 The successive steps to be taken in the handling of any grievance until it is settled shall be set forth as follows:

Step One

A grievance should be raised informally between the employee and the supervisor within five (5) working days of the incident which gave rise to the grievance or of the party becoming reasonably aware of its occurrence.

Step Two

If the grievance remains unresolved at Step One, within five (5) working days such grievance shall be reduced to writing, including details of the alleged violation and reference to the pertinent section(s) of the Agreement. A meeting shall be arranged between the employee and their shop steward and the employee's Supervisor and/or the Personnel Office in a further attempt to resolve the grievance.

Step Three

If the grievance remains unresolved at Step Two, within five (5) working days, it shall be submitted to Plant Management. A meeting shall be arranged between the parties in a final attempt to resolve the grievance. Should this meeting fail to settle the matter in dispute, Step Four may be invoked.

Step Four

If the grievance remains unresolved at Step Three, within ten (10) working days, each party shall appoint an arbitrator. The arbitrators shall attempt to nominate a third impartial arbitrator who shall act as Chairperson of the Arbitration Committee. Failing to agree upon such an impartial arbitrator within three (3) working days of their appointment, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint such an impartial arbitrator. In the case of a grievance or dispute involving interpretation of this Agreement, the majority decision of arbitrators shall be final and binding on the parties, it being understood that notwithstanding the forgoing, no decision of such arbitration board shall change this Agreement in wording or format. Where the parties mutually agree, a single arbitrator may be appointed.

- 18.04 If a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement or any other matter the parties may mutually agree to, including any question as to whether a matter is arbitrable, during the term of the collective agreement, an individual agreed to by the parties, shall at the mutual request of both parties:
- (a) investigate the difference,
 - (b) define the issues in the difference, and
 - (c) make written recommendation to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure.

- 18.05 If the dispute is not referred to the next Step of the grievance procedure within the prescribed time limits, the grievance shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end.

ARTICLE XIX B TERMINATION OR REVISION

- 19.01 This agreement shall be effective from **1st June 2009** and shall remain in force and binding upon the parties until **31st May 2013** and from year to year unless terminated by either party on written notice prior to 31st of May in accordance with the provisions of the Labour Relations Code of British Columbia.
- 19.02 The parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is excluded from this Agreement.

IN WITNESS HEREOF THE SAID PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS.

COMPANY

Party of the First Part:

OCEAN FISHERIES LIMITED
(Royal Plant, Prince Rupert, BC)

UNION

Party of the Second Part:

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882

President

Secretary

Business Manager

MEMORANDUM OF UNDERSTANDING

between

OCEAN FISHERIES LIMITED
(Royal Plant Division, Prince Rupert Plant)

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882

The parties to this 2009-2013 Agreement, agree to the following:

1. The Company will ensure that if it grants a wage increase (including trades certification) to the trades employees working in the plant under the United Fishermen and Allied Workers/Canadian Auto Workers Union Agreement, while this Agreement is in effect, the Company will grant the same increase to the Engineers, the effective dates to be determined by consultations between the Company and the Union.
2. The Company will ensure that if it grants any changes to the Medical, Extended Health and Dental Plans to the trades employees working in the plant under the UFAWU/CAW agreement while this Agreement is in effect, the Company agrees to match the changes, the effective date to be determined by consultations between the Company and the Union.
3. The Company will ensure that if it grants any changes in Hours of Work and Overtime to the trades employees working in the plant under the UFAWU/CAW agreement while this Agreement is in effect, the company agrees to match the changes, the effective date to be determined by consultations between the Company and the Union.
4. When and if it becomes possible to bank (under Article 7.10) only the premium portion of overtime pay, the Company will meet with the Union to discuss implementation of this option.
5. Upon the Union=s request, the Company will keep employees on the Company payroll while on Union business and the Union will reimburse the Company for such costs. No employee is to qualify for a benefit to which they would not otherwise be entitled.

Party of the First Part:

**OCEAN FISHERIES LIMITED
(Royal Plant Division, Prince Rupert, BC)**

Party of the Second Part:

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882**

MEMORANDUM OF UNDERSTANDING

between

OCEAN FISHERIES LIMITED
(Royal Plant Division, Prince Rupert Plant)

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882

The parties signatory to the 2009-2013 Master Agreement agree:

The wage rates for all classifications as set out in ARTICLE VI - WAGES include a \$1.00 premium that recognizes a BC certificate of proficiency specified for the trade classification of Engineer.

Party of the First Part:

**OCEAN FISHERIES LIMITED
(Royal Plant Division, Prince Rupert, BC)**

Party of the Second Part:

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882**

LETTER OF UNDERSTANDING I

**BETWEEN: OCEAN FISHERIES LIMITED
(Royal Plant Division, Prince Rupert)**

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882

The company and the Union agree to a Trades Premium of one dollar (\$1.00) per hour in addition to their base rate. This letter of understanding is in place of 6.06 of the current Collective Agreement.

This premium would apply to an Operating Engineer who is the holder of a minimum 5th Class Power Engineer Certificate and is also the holder of a BC Certificate qualification in the Trades of Refrigeration Mechanic, Millwright or Electrician.

The premium would be retroactive to the start of the current contract.

**SIGNED ON BEHALF OF
OCEAN FISHERIES LIMITED
(Royal Plant Division, Prince Rupert)**

**SIGNED ON BEHALF OF
INTERNATIONAL UNION
OPERATING ENGINEERS,
LOCAL 882**

DATED the ____ day of ____ 2009

DATED the ____ day of ____ 2009

LETTER OF UNDERSTANDING II

BETWEEN: OCEAN FISHERIES LIMITED
(Royal Plant Division, Prince Rupert)

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882

The following is a description of how maintenance is conducted at the Ocean Fisheries Limited (Royal Plant in Prince Rupert).

Maintenance is conducted by a blend of the two (2) employees who are members of the Operating Engineers, Local 882 (IUOE, Local 882) and the shoreworkers who are members of the United Fishermen and Allied Workers Union (UFAWU/ CAW).

The IUOE, Local 882 employees are respectively a 5th Class Power Engineer and Journeyman Electrician and 3rd Class Power Engineer who is close to completing his Refrigeration Mechanics Certification. All electrical, plumbing and millwrighting repairs and maintenance are done by or under the direction of the IUOE, Local 882. Other repair and maintenance done by or under their direction includes all engine room equipment, freezers, cold storage, ice makers, ice blowers, brine freezer, dock cranes, condensers, water pumps and such work on the iron butchers, fish pump and other fish processing equipment that requires electrical or millwrighting skills. They are also involved in initial installation of new equipment.

The UFAWU/ CAW employees operate, do the running maintenance and minor repairs on fish processing equipment including the various fish butchering machines, the filleting machine and the fish pump. Major repairs on any of this equipment would be done under management supervision with the involvement of the IUOE, Local 882 and/ or outside contractors. The UFAWU/ CAW employees assist with general carpentry, concrete pouring, plumbing and painting unless specific expertise or the demands of the fish processing operations necessitate bringing in an outside contractor.

Any major new electrical installation would probably be done by an outside contractor. Various outside contractors have been used in the past for refrigeration, carpentry, sprinklers, t-bar ceilings and plumbing.

New processing equipment such as Rycos and Baaders have been set up and training provided by technicians from these companies. Scale calibration is also done under contract.

These arrangements are long standing at the Royal Plant and predate Oceans purchase of the facility in 1984. They arose out of the small size and nature of the Royal Plant and continue to be necessary to try and maintain a competitive cost structure in an increasingly tough business climate. We intend to continue operating under these arrangements in the future.

SIGNED ON BEHALF OF
OCEAN FISHERIES LIMITED
(Royal Plant Division, Prince Rupert)

SIGNED ON BEHALF OF
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882

DATED the ___ day of ____ 2009

DATED the ___ day of ____ 2009