

April 11, 2022 – April 10, 2025
COLLECTIVE AGREEMENT

BETWEEN

UNITED STEELWORKERS, LOCAL 1-1937

AND

MOWI CANADA WEST INC.
Port Hardy Processing Division

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COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 19th day of October 2022.

BETWEEN:

MOWI CANADA WEST INC.
Port Hardy Processing Division
(Hereinafter called the "Company")

OF THE FIRST PART

AND:

UNITED STEELWORKERS, LOCAL 1- 1937
(Hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union, and the Employees the full benefits of orderly and legal collective bargaining, and to ensure that to the utmost possible the safety and physical welfare of the Employees, economy of the operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the Employees, to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the Employees of working at the fish processing plant located at 7200 Coho, Port Hardy, BC except managers and office workers and those excluded by the Labour Relations Code of British Columbia.
- (b) It is agreed that when a dispute arises as to whether or not a person is an Employee within the bargaining unit, it shall be subject to grievance procedure as provided in Article XXIII.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

- (d) Where the term “employee” is used in this Collective Agreement it shall mean an employee in the bargaining unit as described in Part (a) above.

Section 2: Meetings

The Company and the Union will meet for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between Company and Employee.

Section 3: Bargaining Authority

The Company agrees that the only certification that they will recognize during the term of this agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operation

Official Union representatives shall obtain access to the Company's operation on all shifts for the purpose of conducting normal Union business.

The Union agrees that there will be no Union activity carried out during working hours except at expressly provided times and the Company will grant reasonable requests.

Section 5: Bulletin Board

A bulletin board shall be placed in a conspicuous place exclusively for the purpose of posting Union notices.

Section 6: Employment Standards Act

The language of the Employment Standards Act, as identified below, as of the date of signing, will be a part of this collective agreement:

- Part 3, Section 27 (1) a, b, c, d, e, f, g, i, j (2) (3) Wage Statements
- Part 3, Section 28 Payroll Records
- Part 6, Section 51 Parental Leave
- Part 6, Section 52 Family responsibility leave

ARTICLE II - COMPANY'S RIGHTS

Section 1: Management and Direction

The management and the operation of and the direction and promotion of the workforces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.

Section 2: Hiring and Discipline

The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

ARTICLE III - UNION SECURITY

Section 1: Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

Section 2: Union Shop

When additional employees are required, the Union will be notified and will refer suitable workers to the Company employment office. The Company will give due consideration to such referred employees. The Company, however, is free to employ any suitable workers whether referred by the Union or not and will advise the Union of such other suitable workers considered for employment.

All employees who enter the employment of the Company on or after the commencement of this Agreement, and all new employees shall within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union, and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

Any employee who is a member in good standing or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

Section 4: Discharge of Non-members

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain his membership.

Section 5: Union Membership

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the Constitution of the United Steelworkers (USW) and in accordance with the By-Laws of Local 1-1937.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union shall not be subject to discharge from employment.

Section 6: Check-Off

The Company shall require all new employees at the time of hiring to execute an assignment of wages (Union Check-Off) in duplicate, the forms to be supplied by the Union.

The Company shall deduct from every employee any monthly dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws. Authorization to this effect shall be outlined on the Union Checkoff signed by the Employee upon date of hiring and this assignment shall be a condition of employment. A copy of the Checkoff shall be mailed to the Union Office within seven (7) calendar days.

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Company shall remit the dues, initiation fees, and assessments pursuant to such assignment to the Local Union not later than the fifteenth (15th) day of each month with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Failure by the Company to deduct dues, initiation fees, or assessments and/or failure to remit such monies in a timely manner to the Local Union shall be a violation of the Collective Agreement subject to the grievance procedure.

Section 7: Social Insurance Number

The Company shall furnish the Union with the Social Insurance Number for each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement, or after the employee enters the employment of the Company, whichever date last occurs.

ARTICLE IV - SHOP COMMITTEE

Section 1: Definition

- (a) For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop, Mill, or Plant Committee, members of which are elected or appointed by the Union.
- (b) No member of the Shop Committee shall be held responsible or accountable for the actions of workers taken individually or in concert because of the employee's status as a member of the Shop Committee. There shall be neither discrimination nor disciplinary action taken against any member of the Shop Committee for performing duties customarily associated with his or her Office.
- (c) Shop Committee membership does not constitute immunity against normal disciplinary actions taken by the Company against any individual employee for proper cause.

Section 2: Composition

The Shop Committee shall consist of not less than four (4) and not more than six (6) employees with completed probationary period of employment with the Company, who are members of the Union. The Union endeavours to ensure that all areas of the plant are adequately represented on the Shop Committee.

Section 3: Notification

The Union will, within thirty (30) days from the date of this Agreement, notify the Company in writing of the members on the Shop Committee. The Union will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

Section 4: Exceptions

The provisions of Sections 1, 2, and 3 will not apply in reference to Article XVI – Joint Committee on Health and Safety, where the members are designated according to the provisions of the Workers' Compensation Act.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work in the Company shall be eight (8) hours per day and forty (40) hours per week.
- (b) Overtime shall be compensated at one and one-half (1.5) times the regular wage rate for all hours worked in excess of eight (8) in a day and for all hours worked in excess of forty (40) in a week, and two (2) times the regular wage rate for all hours worked in excess of eleven (11) in a day. Overtime calculated on a daily basis shall be excluded from the weekly calculation of overtime.
- (c) Where the hours of work for a specific shift are reduced for any reason, the senior competent employees will have the first right of refusal for any remaining work on that shift. If employees are required to perform available work on that shift, and the senior competent employees have refused to perform such work, then the junior employees who are competent will be required to stay and perform such work in reverse order of seniority.
- (d) The Company will post work schedules for the following week by 2:00 p.m. on Wednesday, including any change to the shift format. (i.e.) Group number changes or switching between the Regular and Compressed shift formats.
- (e) There shall be no changes in shifting formats to avoid paying overtime on Holidays.
- (f) Where there has been a change in shift format and the employees have already scheduled Physicians and Dentist appointments on their Rest days, the company will continue to work together with the employee to meet those commitments. In cases where the employer is unable to accommodate, and the employee is billed by the Physicians and Dentist, the employer will reimburse the employee for the missed appointment charge.

Section 2: Rest and Lunch Periods

- (a) All employees shall be entitled to two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid lunch break during each eight (8) hour shift. As far as is practical, one (1) rest period shall be taken in each half of the shift, close to its' mid-point, at times that allow for the continuous operation of the plant.
- (b) Downtime that occurs more than thirty (30) minutes before a scheduled break will not be used in place of the break.
- (c) Where an employee is scheduled to work thirty (30) minutes or more following the end of a regularly scheduled shift, the Company shall provide an additional fifteen (15) minute paid rest period to be taken prior to the commencement of the overtime work.

- (d) In the event the ten (10) hour shift is anticipated to go more than thirty (30) minutes or more past the scheduled finish time of 5:30 p.m., the employees will be entitled to a fifteen (15) minute paid rest period to be taken at approximately 5:15 p.m. prior to the commencement of the overtime work.
- (e) For unplanned shifts of twelve (12) hours or longer, the Company shall provide an additional thirty (30) minute paid dinner break and provide a meal allowance of twenty dollars (\$20.00).
- (f) Rest periods and lunch breaks may be rotated amongst the employees.

Section 3: Compressed Shift Schedule

- (a) The Company may, at its option, implement a compressed shift schedule of four (4) ten (10) hour shifts that repeats every five (5) weeks. Other compressed shift schedules which may include twelve (12) hour shifts may be implemented with mutual agreement between the Union and the Company.
- (b) For employees working on a ten (10) hour shift schedule, hours worked in excess of ten (10) in one (1) day or forty (40) in one week shall be paid at time and one-half (1.5x) rates.
- (c) For employees working on a ten (10) hour shift, hours worked in excess of twelve (12) in one day or fifty (50) in one week shall be paid at double time (2x) rates. Hours worked on a rest day shall be paid at the appropriate overtime rate of pay.
- (d) If an employee works on a Statutory Holiday, he/she shall receive statutory holiday pay, and be paid at time and one-half (1.5x) rates for hours worked but will not be entitled to another day off.
- (e) If a Statutory Holiday falls on an employee's rest day, he/she shall be entitled to ten (10) hours pay at straight time rates but will not be entitled to another day off.
- (f) Bereavement Leave, Jury Leave, and Personal Floating Holidays shall be paid as per the employee's regular work schedule.
- (g) Employees who are scheduled to work on a compressed schedule and have worked three (3) or less 10-hour days in a week, due to cancellation of one or more shifts, the employee will be entitled to overtime rate for all hours worked in excess of eight (8) hours as per Article V, Section 1: Hours and Overtime (b), overtime will apply.
- (h) When the plant is on a compressed schedule, some Maintenance employees may be required to work on a Maintenance Schedule of four (4) twelve (12) hour shifts on and four (4) days off. For employees on that schedule, the following shall apply.
 - (i) The first eleven (11) hours shall be paid at straight time rates of pay, the following two (2) hours shall be paid at time and one-half (1.5x) rates, and any additional hours at double time (2x) rate.
 - (ii) Time and one-half (1.5x) shall be paid for work performed on the first rest day worked during an employee's days off, and double (2x) time for any additional days worked in the same block of days off.
 - (iii) Statutory Holidays shall be paid as per the employee's regular schedule.
 - (iv) The shift shall include a paid lunch period.
 - (v) Saturday shall not be a weekly scheduled day of rest.

Section 4: 10x4 Stationary Compressed Shift

APPLICATION:

- (a) For employees working on a ten (10) hour X four (4) day stationary shift schedule, hours worked in excess of ten (10) in one (1) day or forty (40) in one (1) week shall be paid at time and one half (1.5x) rates.
- (b) For employees working on a (10) hour stationary shift, hours worked in excess of twelve (12) in one (1) day or (50) in one (1) week shall be paid at double time (2x) rates. Hours worked on a rest day shall be paid at the appropriate overtime rate of pay.
- (c) If an employee works on a Statutory Holiday, they shall receive statutory holiday pay and be paid at time and one-half (1.5x) rates for hours worked but will not be entitled to another day off.
- (d) If a Statutory Holiday falls on an employee's rest day, they shall be entitled to ten (10) hours pay at straight time.
- (e) Employees who are scheduled to work on a compressed schedule and have worked three (3) or less 10-hour days in a week due to cancellation of one or more shifts, the employee will be entitled to overtime rate for all hours worked in excess of eight (8) hours as per Article V, Section 1: Hours and Overtime letter (b), Overtime will apply.
- (f) Bereavement leave, Jury Leave, and Personal Floating Holidays shall be paid as per the employee's regular work schedule.
- (g) Rest periods and lunch breaks may be rotated amongst the employees;
 - 1 paid fifteen (15) minute break at approximately 9:15 a.m.
 - 1 unpaid lunch at approximately 11:30 a.m. – 12:00 p.m.
 - 1 paid thirty (30) minute break at approximately 2:15 p.m. – 2:45 p.m.

In the event the ten (10) hour shift is anticipated to go more than thirty (30) minutes past the scheduled finish time of 5:30 p.m., the employees will be entitled to a fifteen (15) minute paid rest period to be taken at 5:15 p.m. approximately, prior to the commencement of the overtime work.

For unplanned shifts of twelve (12) hours or longer, the company shall provide an additional (30) minute paid lunch break and provide a meal allowance of twenty dollars (\$20.00).

ARTICLE VI - WAGES

- (a) Wages shall be paid pursuant to Schedule "A" attached and shall be maintained for the duration of this agreement.
- (b) If a new job category is created during the term of this agreement or an existing job category is significantly changed, the parties will meet to negotiate a new rate. If the parties are unsuccessful in negotiating a new rate, the issue will be referred to a third party for interest arbitration.

ARTICLE VII - SEVERANCE PAY

In the event that the Company permanently terminates an employee, except for just cause, it shall pay to the employee severance pay equal to forty (40) hour's pay for each completed year of service and thereafter in increments of completed months of service with the Company. This provision shall apply

when there is a real or an anticipated permanent reduction of forces but shall not apply in any case where severance pay is paid pursuant to Articles XXI and XXII of this Collective Agreement. An employee who elects to receive severance pay under this Article VII shall relinquish all seniority rights and shall not have the right to recall under Article XIV of this Collective Agreement.

ARTICLE VIII - PAY DAYS

- (a) The Company shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and deductions.
- (b) The Company shall provide an itemized statement of the amount of earnings plus the percentage paid for vacation pay.

ARTICLE IX - STATUTORY HOLIDAYS AND PERSONAL FLOATING HOLIDAYS

Section 1: Statutory Holidays

- (a) All employees who work on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day of Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day shall be paid rate and one-half (1.5x) for all hours so worked.
- (b) If the Provincial or Federal government declares an additional statutory holiday, that holiday shall become a paid statutory holiday.
- (c) An employee with less than fifteen hundred (1500) hours who qualifies for any of the holidays named in (a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holidays at their regular job rate of pay for their regular work schedule, as specified in the Employment Standards Act.
- (d) An employee with more than fifteen hundred (1500) hours who qualifies for any of the holidays named in (a) herein, in accordance with the conditions set out in Section 2, shall be paid a regular days pay at their regular job rate.

Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked their last regularly scheduled work day before the statutory holiday and their first regularly scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or as otherwise authorized by the Company.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of thirty (30) calendar days.
- (b) In case of injury or illness in (ii) above the Company will require a medical certificate.
- (c) Employees while on leave of absence under Article XV, Section 6(a) or any employees while members of a Negotiating Committee under Section 6(b) thereof shall not qualify for paid Statutory Holidays.

Section 3: Holidays on Regular Days Off

In the event that one of the within named Statutory Holidays falls on a regular day off, it shall be observed the preceding or succeeding day, as agreed between the Committee and Management.

Section 4: Arrangement for Change

In the event of a Statutory Holiday falling in the middle of the work week, and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding first or the following last work day of the week respectively.

Section 5: Personal Floating Holidays

Effective April 11, 2008, an employee who has had less than a 2% absentee rate shall be entitled to two (2) personal floating holidays in the following contract year. The calculation of absentee rate is described in Appendix 2 attached to this agreement.

ARTICLE X - VACATIONS WITH PAY

With respect to annual vacations and vacation pay, the following provisions will apply.

Section 1: One to Two Years' Service

The annual vacations for employees with one (1) to two (2) years' service covered by this Agreement shall be two (2) weeks, and the pay shall be based upon 4% of the total wages or salary earned by the employee during the working year.

Section 2: Two to Seven Years' Service

The annual vacations for employees with two (2) to seven (7) years' service covered by this Agreement shall be three (3) weeks, and the pay shall be based upon 6% of the total wages or salary earned by the employee during the working year.

Section 3: Seven to Fifteen Years' Service

The annual vacations for employees with seven (7) to fifteen (15) years' service covered by this Agreement shall be four (4) weeks, and the pay shall be based upon 8% of the total wages or salary earned by the employee during the working year.

Section 4: Over 15 Years' Service

The annual vacations for employees with more than fifteen (15) years' service covered by this Agreement shall be five (5) weeks, and the pay shall be based upon 10% of the total wages or salary earned by the employee during the working year.

Section 5: 20+ Years' of Service

The annual vacations for employees with more than twenty (20) years' service covered by this Agreement shall be six (6) weeks, and the pay shall be based upon 12% of the total wages or salary earned by the employee during the working year.

Section 6: Vacation Pay on Termination

An employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned during the period of entitlement in accordance with the employee's years of service.

Section 7: Vacation Time

- (a) The Company shall determine the number of employees that may be away on vacation at any one time.
- (b) Vacations for employees shall be taken at such time as mutually agreed upon by the employee and the Company when quantity and regularity of production shall not be impaired. The vacation year shall be for the period March 8th to March 7th for each subsequent year.
 - (i) Vacation requests for full weeks of vacation must be made by January 31st of each year. Vacations shall be granted in order of seniority subject to Parts (a) and (b), (i) above. Vacations requests made in accordance with the previous sentence shall be approved by the Company no later than February 8th of each year. After all vacations have been scheduled and approved; the employer will post a document showing available dates for vacation. This will be done no later than the second week of February each year.
 - (ii) Employees desiring to take single day vacations may request such starting February 1st of each year. Single day vacations will only be granted once all full week vacations have been scheduled and approved. Employees requesting single day vacations shall not be permitted to displace another employee's scheduled full week vacation regardless of seniority. Single day vacations will be granted based on seniority subject to Parts (b)(i) and (b)(ii) above. Single day vacations must be requested and approved by March 8th of each year.
 - (iii) Vacation requests made after the dates set out in (b)(ii) and (b)(iii) shall be approved on a first come first serve basis subject to vacation time being available. Any employee who has not scheduled the minimum statutory vacation leave by September 1st will be subject to having the minimum statutory vacation leave scheduled by the Company.
- (c) Employees must take the minimum statutory required vacation leave. As of the date of the signing of this agreement, the minimum statutory vacation leave is two (2) weeks for employees who have completed one (1) to four (4) years with the Company and three (3) weeks for employees who have completed five (5) or more years with the Company.
- (d) All earned vacations must be approved in writing.

Section 8: Vacation Pay

Vacation pay shall be paid out on the following basis:

- (a) At the time that the employee takes vacation; or
- (b) On the first pay period of the month of December where any remaining accrued vacation must be paid out.

Upon a written request with reasons satisfactory to the Company, an employee will be allowed one (1) vacation pay draw each year. The amount of such draw shall be a minimum of \$100 and shall not exceed the amount of vacation pay currently accrued. Vacation pay draws will not reduce the amount of vacation time the employee is entitled to.

Section 9: Englewood Employees

For the purposes of vacation with pay pursuant to this Article X, the Company will continue to recognize years of service with Englewood worked by employees who received such credit under the previous agreement.

ARTICLE XI - CALL TIME

Section 1: Where No work

Any employee who is called for work and on reporting finds no work available due to reasons beyond his or her control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company has reported or caused to have given notice canceling said call or if it is beyond the control of the Company.

Section 2: Where Work Commences

In the event that an employee commences work on his shift, and the operation closes prior to the completion of four (4) hours' work, the employee shall receive four (4) hours' pay, unless it is beyond the control of the Company.

ARTICLE XII - HEALTH AND WELFARE

Section 1: Coverage

The Company agrees to provide the following health and welfare coverage. Premiums for these benefits will be paid eighty (80) percent by the Company and twenty (20) percent by the employee.

- Extended Health Benefits Plan (EHB)
- Weekly Indemnity
- Long Term Disability Plan (LTD)
- Group Life and Accidental Death and Dismemberment Insurance
- Dental Plan
- Vision Care - Glasses, Contact Lenses and Laser Eye Surgery - \$400 every twenty-four (24) months.

The above coverages, with the exception of MSP, are as provided under the Sunlife, Group Policy No: 100882.

Eligibility for coverage for new employees shall be after eight hundred (800) hours.

Section 2: General Principles

- (a) Participation in the Plan is to be a condition of employment upon completion of eligibility. Employees providing proof of coverage under another Plan may opt out of MSP, EHB, and Dental Plan coverage.
- (b) Coverage during layoff will be provided as follows:
 - (i) Employees with five (5) or more years' seniority - six (6) months:
 - (ii) Employees with more than one (1) year but less than five (5) year's seniority - three (3) month.
 - (iii) Employees are responsible for paying their portion of the benefit package at the Office each month during a layoff.

- (c) In order for reinstatement of layoff coverage to occur, there must be a return to regular full-time employment. An employee returns to regular full-time employment when they are available for all scheduled shifts.
- (d) Employees who are on Long Term Disability will have full benefit coverage for the first five years. Thereafter, such employees will not be provided with dental coverage, unless the employee is willing to pay the entire cost of the dental coverage. All Long Term Disability claimants will be required to apply for MSP premium assistance. Employees are responsible for paying their portion of the benefit package at the Office each month. If the employee falls four months behind on their portion, their benefits will be canceled permanently.

ARTICLE XIII - PENSION PLAN

A voluntary Pension Plan shall be implemented in accordance with the following provisions:

- (a) The Pension Plan shall be a Group RRSP Plan.
- (b) Employees with two (2) or more years of continuous service shall be eligible to participate.
- (c) Participation shall be voluntary. Employees shall have a two (2) week period at the beginning of March of each year and another two (2) week period at the beginning of September of each year to opt into the Plan, opt out of the Plan or to change their contribution rate.
- (d) Employee contributions shall be by payroll deduction. There shall be no upper limit or lower minimum on employee contributions.
- (e) Effective January 1, 2015, the Company shall match employee contribution to a maximum of five percent (5%) of gross earnings. Effective January 1, 2018, the Company shall match employee contributions to a maximum of six percent (6%) of gross earnings.
- (f) There shall be no matched contributions on lump sum contributions.
- (g) There shall be no withdrawal of matched funds while the employee is still employed by the Company. All funds shall be available upon termination or retirement.
- (h) Unmatched voluntary contributions may be withdrawn at any time.
- (i) The Company contributions are a taxable benefit. The employee shall receive an RRSP contribution receipt on the whole amount.
- (j) The Plan shall have different investment options.

ARTICLE XIV - SENIORITY

Section 1: Principle

The Company recognizes the principle of seniority, competency considered. For the purposes of this Agreement, competency shall be interpreted as the ability to do the job in question to Company operational standards.

Section 2: Reduction and Recall of Forces

- (a) In the event of a reduction of forces, the last person hired shall be the first released, subject to the competency of the person involved and the provisions of Section 1.

- (b) When recalling employees from a layoff, they shall be recalled pursuant to the provisions of Section 1.
- (c) During a reduction of forces, an employee's seniority is such that they will not be able to keep their regular job, they may elect to apply their seniority to obtain a job paying a higher rate provided that they have previously performed the job in a competent manner.
- (d) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job, they may elect to apply their seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until their regular job become available, provided;
 - (i) The employee is competent to perform the job which they wish to obtain
 - (ii) When work becomes available laid off employees shall be called back to work as soon as their seniority entitles them to a job that they are competent to perform.
 - (iii) An employee that elects to take the layoff may not exercise their seniority to displace another employee and shall only be entitled to return to work where work they are competent to perform becomes available.

Section 3: Retention During Layoff

Seniority during layoffs shall be retained for twenty-four (24) months.

It shall be the Company's responsibility to maintain an address file of their employees, and it shall be the employee's responsibility to notify his Company, in writing, of any change of address.

Section 4: Job Posting

- (a) All vacancies shall be posted in advance for a period of not less than one (1) week.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation.
- (c) The Principle of seniority, competency considered will apply in the awarding of job postings, except for positions of Leadhand, Area Coordinator (AC) which shall be covered in Section 11 below.
- (d) If there is a regulatory requirement to fill a vacancy in the Maintenance Department with a certified employee, the Company will have the right to fill such vacancy from the outside if there are no certified employees on site. The Company will assist the existing maintenance employees to become certified.
- (e) An employee returning from an absence will have three (3) working days to apply for any job postings that were posted during their absence and which remain unfilled.

Section 5: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for five hundred (500) hours while the employee is being trained on a variety of jobs. During this time they are to be considered temporary workers only, and during this same period, no seniority rights shall be recognized. Upon completion of five hundred (500) hours, they shall be regarded as regular employees and shall be entitled to seniority dating from the day on which they entered the Company's employ.

Section 6: Hiring Preference

When hiring new employees, the following order of preference will apply, competency considered, from among those completed applications on file:

- (a) Former employees of the operation who have lost their seniority as a result of a layoff.
- (b) Laid-off members of USW Local 1-1937.

Employees who are hired pursuant to (a) above shall not be required to complete another probationary period and will be paid the regular rate of pay.

Section 7: Seniority List

It is agreed that upon request of the Union a list will be supplied by the Company setting out the name and starting date with the Company and the starting date for plant seniority for each regular employee. However, such request shall not be granted more than twice during the term of this Agreement. The Company will advise the Union once each month of changes to the said list.

Section 8: Student Seniority List

A separate list shall be maintained for those employees who are currently attending school but are available on a part-time basis on evenings, weekends, and during the summer. These students will be called in after all available regular employees. Their regular seniority date will not be set until they have graduated from high school and will be set at the date that they become available and are called for full time, regular employment.

Section 9: On Call Employees

Employees who do not hold a posted position shall be considered to be on call employees. The Company will maintain a separate seniority list for on call employees and such employees shall not be permitted to exercise their seniority to displace or bump an employee who holds a posted position. Where an on call employee is awarded a posted position, their seniority shall go back to their original date of hire.

Procedure of On Call Employee List:

This provision is intended to ensure efficient crewing at MOWI Canada West Inc. Port Hardy Processing Plant with a reliable employee on call list. It is intended to provide a workable system for situations where a call in employee is required to be available for available work.

Call in will be in order of seniority.

- (a) On call employees are required to be available for all shifts.
- (b) On call employees who were hired prior to January 16, 2013, are required to be available for Clean-up Crew (CUC) shifts unless they have indicated through the sign off procedure that they do not wish to work these shifts. Any employee hired on January 16, 2013, or later will not have the option of exemption from Clean-up Crew.
- (c) On call employees are expected to be available by a phone call at least one (1) hour before and one (1) hour following the start of each shift.
- (d) On call employees who are not available for one shift will not be called for another one on the same day.

- (e) On call employees who have extenuating circumstance in which they are not available to be on call must contact their Manager/Supervisor for approval.
- (f) On call employees are required to check phone messages to determine whether or not they are required for work on the following day, failure to call to confirm shift will be recorded by management as not being available for work.
- (g) On call employees who are not available for three (3) shifts (not answering the phone, declining work, a number not in service, incorrect contact number) will be moved to the bottom of the call in list.
- (h) On call employees who are moved to the bottom of the on call list will be sent a registered letter where they will have thirty (30) days from the registered letter sent date to contact MOWI Canada West Inc. Port Hardy Processing Plant to advise if they would like to remain on the on call list.
- (i) No contact at the end of the thirty (30) day period will result in termination of employment with MOWI Canada West Inc. Processing Plant
- (j) On call employees who have been moved to the bottom of the on call list who contact the company and agree to be available for work will return to the call in list in order of their seniority. Once reinstated to the on call list in order of their seniority they will be required to follow all expectations as listed above. Failure to be available for three (3) additional shifts will result in termination with MOWI Canada West Inc. Processing Plant.
- (k) It is the employee's responsibility to notify their Manager/Supervisor of any changes to their preferred contact number.
- (l) On call employees who are called must arrive at work within one (1) hour (60 minutes) of receiving the call. On call employees residing in Port McNeill must arrive at work within one and a half (90 minutes) hours. Failure to arrive within the noted timeframes of receiving the call will be considered AWOL and subject to discipline.

Section 10: Emergency Clause

- (a) Where a reduction of forces is caused by emergency conditions such as an act of God, public enemy or any fire, disaster, breakdown or other occurrence beyond the Company's control, the application of seniority may be postponed for such period as may be necessary, but not exceeding twenty-four (24) hours. Further hours may be granted by mutual agreement with the shop committee.
- (b) Upon the Company receiving notice of the Emergency situation, the Company will immediately notify the Shop Committee Chair, or his/her alternate so that Section (a) will be applied.

Section 11: Leadhand, Area Coordinator

A designated Leadhand or AC acting as a representative of the Company is a work coordinator and can exercise job/work direction. A Leadhand or AC does not have the right to hire, discharge or discipline employees. When selecting employees for these positions (including relief positions) the following factors shall be considered by the Company:

- (a) Seniority
- (b) Knowledge, efficiency, and ability to perform the work.

Where factor (b) is relatively equal between two (2) or more employees, factor (a) shall govern. The employee must be physically able to perform the required tasks of the job.

In determining an employee's knowledge, efficiency and ability to perform the work, it is agreed that providing leadership, guidance and direction are critical components of these positions.

The Plant Committee and Local Union will be advised by the Company of employees selected to fill Leadhand or AC postings.

ARTICLE XV - LEAVE OF ABSENCE

Section 1: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the Company. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

Section 2: Written Permission

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave.

Section 3: Compassionate Leave

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons, subject to the following terms:

- (a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for the application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant.
- (d) That the Company shall be required to notify the Shop Committee of its decision in respect of any application for leave under this Section.
- (e) An employee must have completed one (1) year of service in order to become eligible for leave of absence.
- (f) An employee may only apply for a leave of absence once in every year.
- (g) An employee who is on leave of absence must report to the Company on the expiration of the leave, regardless of any layoff which may be in effect.

Section 4: Jury Duty

- (a) Any regular employee who is required to perform Jury Duty, Coroners Jury Duty and is called upon to be Crown Witness on a day on which he normally would have worked would be reimbursed by the Company the difference between the pay received for his Jury Duty and his regular straight time rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said Jury Duty or Witness Duty. The employee shall be required to furnish proof of Jury Duty or Witness Duty pay received.

- (b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 5: Bereavement Leave

- (a) When death occurs to the spouse, mother, father, son, daughter, brother, sister, father-in-law or mother-in-law, stepparent, grandparent, grandparent-in-law or grandchild of a regular employee, they will be granted an appropriate leave of absence, for which they will be compensated with four (4) day's pay (32 hours).

Section 6: Union Business

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings, Union education and Union conventions or as members of any Negotiating Committee of the Union in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in (a) and (b) above, the Company will be given due notice, in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

Section 7: Sick Leave

The Employer agrees to follow the Provincially mandated sick days as proclaimed March 30th, 2022.

ARTICLE XVI - JOINT COMMITTEE ON HEALTH AND SAFETY

Section 1: Common Concern and Responsibility

The Company and the Union acknowledge their common concern and responsibility for maintaining a safe and healthy working environment to prevent Industrial injury and illness. In order to effect a thoroughly understood and accepted Safety and Health Program for employees at work, it is agreed that joint and cooperative methods shall be encouraged. To this end, a Joint Occupational Health and Safety Committees will be established.

Section 2: Joint Occupational Health & Safety Committee

The general duties of the Joint Occupational Health & Safety Committee shall be as directed by the regulations made pursuant to the workers' Compensation Act.

The Joint Occupational Health & Safety Committee (JOHSC) shall be comprised of at least four (4) members. The Joint Committee must consist of Union worker representatives and Company representatives who have knowledge of the area they represent, and at least half shall be Union worker representatives. There shall be two (2) Co-Chairs, one (1) a Union representative and the other a Company representative. Employee Representatives shall be regular Union employees in the operation with at least one (1) year experience in the type of operation over which their inspection duties shall extend.

The Company and Union agree to fully cooperate with the JOHSC and the Company will provide to the JOHSC copies of all reports and records required by the committee.

Section 2: Duties

The general duties of the Joint Occupational Committee on Health & Safety shall be as directed by the regulations made pursuant to the Workers' Compensation Act. The Co-Chairs of the Joint Occupational Health & Safety Committee or their designates shall accompany a WorkSafe BC Inspector during all workplace visits.

Section 3: Pay for Meetings

- (a) The Company will pay straight-time rates, not exceeding two (2) hours per week, to employee members for the actual time spent in attending JOHSC meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.
- (c) Where JOHSC meetings are held during working hours, with the consent of the Company, the employee's time will not be deducted for attending such meetings or Investigations into accidents.

Section 4: Minutes

The Company will provide and post minutes of all Joint Occupational Health & Safety Committee meetings within five (5) working days following such meetings, thereafter, exclusive of Saturdays, Sundays, and recognized holidays.

The minutes will be jointly signed by the Co-Chairs of the JOHSC or their designates and if there are any disputes they shall be recorded in the minutes. The JOHSC minutes will be submitted to the Manager and Local Union.

Section 5: Injuries & Claims

- (a) Should the Company request a meeting with an employee to discuss his/her claim with the WorkSafe BC, he/she will be entitled to request a Union representative.
- (b) If an employee requests a copy of the Company First Aid Report completed by the First Aid Attendant, or any other report concerning the employee, it shall be provided.

Section 6: Investigations

The Union Co-Chair of the Joint Occupational Health & Safety Committee shall be promptly notified of any accident or incident that:

- (a) Resulted in serious injury to or the death of an employee,
- (b) Involved a major structural failure or collapse of a building, bridge, tower, crane hoist, temporary construction support system or excavation,
- (c) Involved the major release of a hazardous substance,
- (d) Resulted in injury to an employee requiring medical treatment,
- (e) Did not involve injury to an employee, or involved only minor injury not requiring medical treatment, but had a potential for causing serious injury to an employee, or

- (f) Is an incident required to be investigated pursuant to the Occupational Health and Safety Regulation of the Workers Compensation Act

All such accidents and incidents shall be investigated in accordance with the provisions of the Workers Compensation Act.

An investigation shall be carried out by persons knowledgeable about the type of work involved and such investigations shall be carried out by a representative of the Company and a Union representative from the Joint Occupational Health & Safety Committee.

The incident scene must not be disturbed except so far as is necessary to:

- Attend to persons injured or killed,
- Prevent further injuries or death, or
- Protect property that is endangered as a result of the accident.

Section 7: Fatalities

In addition to Section 6, if a workplace fatality occurs, the Company shall notify the Local Union President and the Shop Committee Chairperson within sixteen (16) hours of such fatality. Any one or all employees working in the immediate proximity when a fatal accident has occurred, may, without discrimination, refrain from working the balance of the shift.

Section 8: Right to Refuse Unsafe Work

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if he has reasonable cause to believe that to perform the work would create an undue hazard to the health or safety of any person.

- (a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance, or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance, or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) A supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter; and
- (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if, in his or her opinion the report is not valid, must so inform the employee who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the employee who made the report and in the presence of;
- (i) an employee member of the Joint Committee, or
 - (ii) another employee who is selected by the Union.

- (e) If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance, or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of WorkSafe BC, who must investigate the matter without undue delay and Issue whatever orders are deemed necessary.

Section 9: Injury at Work

When an employee is injured at work and the examining physician recommends that the employee not return to work, he shall be paid at his hourly rate of pay for the remainder of the day on which he was injured. The Company shall provide transportation required for employees injured at work, to their final destination on the date of injury, whether it be a hospital or home.

Section 10: WHMIS

The Company will continue with Its Workplace Hazardous Materials Information System (WHMIS) Training Program to ensure that all employees are kept up-to-date with material identification and use.

Section 11: Contractors & Sub-Contractors

The Company shall inform all contractors and sub-contractors of relevant Safety Rules and Procedures and shall ensure such Regulations and Safety Rules are enforced.

ARTICLE XVII - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Company shall enroll all employees in an Employee and Family Assistance Program approved by the Union.

ARTICLE XVIII - EDUCATION FUND

The Company shall contribute five cents (\$0.05) per hour worked per employee to the United Steelworkers, Local 1-1937 Education Fund.

ARTICLE XIX - EQUIPMENT AND CLOTHING

The Company shall supply, at no cost to the employee, all clothing, equipment, and safety gear required to perform the required duties. This shall include, but is not restricted, to the following:

Gloves, Aprons, Knives, Sleeves, Coveralls, Pliers, Smocks, Wet Gear, Freezer Gear, Safety Gear.

The Company shall provide each employee with work boots as required. Such boots shall be replaced when worn out provided the employee turns the worn out pair of boots into the Company at the time of replacement.

Employees are to receive new boots following successful completion of probationary period.

Once every contract year, the Company will pay a maximum of seventy-five dollars (\$75.00) toward the purchase of prescription safety glasses. One hundred and fifty (\$150.00) every two (2) years for Clean-up and Maintenance.

ARTICLE XX - CONTRACTING OUT

- (a) There shall be no contracting out or subcontracting out of bargaining unit work without prior agreement with the Union. Bargaining Unit work is the primary processing of fish produced by the Company or fish produced by another Company and processed under contract.
- (b) There shall be no contracting out unless there is full employment of bargaining unit employees.
- (c) Processing of fish farmed in the traditional territory of the Kitasoo/XaiXais Nation and processed at Kitasoo Seafoods in Klemtu shall not be a violation of this Article.
- (d) Contracting out due to emergency situations caused by unforeseen and uncontrolled circumstances shall not be a violation of this Article, provided that there is full use of the Port Hardy Processing facility.

ARTICLE XXI - TECHNOLOGICAL CHANGE

Section 1: Notification

The Company shall notify the Shop Committee and Local Union not less than three (3) months in advance of intent to introduce technological changes that would result in the discharge or laying off of employees.

Section 2: Definition

For purposes of this Agreement, Technological Change is defined as follows: The introduction of a change in its work, undertaking, or business, or a change in its equipment or material from the equipment or material previously used by the Company in its work, undertaking or business; a change in the manner in which the Company carries on its work, undertaking or business related to the introduction of that equipment or material.

Section 3: Rate Adjustment

An employee who is set back to a lower paid job because of the introduction of technological change will receive the rate of his regular job at the time of the setback for a period of three (3) months, and for a further period of three (3) months, he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period, the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Section 4 below, providing he exercises this option within the above referred to six (6) month period. Severance pay will be based on the rate of the employee's regular job that was in effect at the time of the technological change.

Section 4: Severance Pay

Employees discharged, laid off or displaced from their regular job because of technological change shall be entitled to severance pay of forty (40) hours pay for each year of service with the Company and thereafter in increments of completed months of service with the Company. This Section shall not apply to employees covered by Section 3 above who have not exercised the option to terminate their employment during the six (6) month period set out above, or in any case where severance pay is paid pursuant to Articles VII or XXII of this Collective Agreement. An employee who elects to receive severance pay under this Article XXI shall relinquish all seniority rights and shall not have the right to recall under Article XIV of this Collective Agreement.

Section 5: Option

Employees who are entitled to severance pay pursuant to Section 4 above shall have the option of accepting severance pay at the time of the layoff, or at the point seniority retention expires.

ARTICLE XXII - PERMANENT CLOSURE

- (a) The Company will give the Union sixty (60) days' notice of a permanent total closure or permanent partial closure of the operation.
- (b) Employees terminated by the Company because of a permanent total or partial closure, of the operation, shall be entitled to severance pay equal to fifty-six (56) hours' pay for each year of continuous service and thereafter in increments of completed months of service with the Company. This provision shall not apply in any case where severance pay is paid pursuant to Articles VII and XXI of this Collective Agreement. An employee who elects to receive severance pay under this Article XXII shall relinquish all seniority rights and shall not have the right to recall under Article XIV of this Collective Agreement.

ARTICLE XXIII - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

The Company and the Union mutually agree that, when a grievance arises in the plant under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual employee involved shall first take up the matter with management within fourteen (14) days of the date of the said grievance.

Step Two

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with the management, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the management, shall be exchanged by the parties concerned.

Step Three

If the problem is not then satisfactorily solved, it shall be referred to the Union and Management.

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XXIV or other suitable means mutually agreed between the parties.

Section 2: Time Limit

If a grievance has not advanced to the next stage under Step Two or Three within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee, the time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

If the Company fails to respond or meet within fourteen (14) days at any stage of the grievance procedure, the grievance shall be resolved in favour of the grievor.

Section 3: Policy and Group Grievances

The Parties shall have the right to file Policy and/or Group grievances provided they are filed within fourteen (14) days of the grieving party becoming aware of the events giving rise to the grievance.

Section 4: Union Representation

The Company shall ensure that whenever an employee is disciplined in any manner, a member of the Shop Committee shall be present. Failure to follow this process shall nullify any disciplinary action.

Section 5: Employee File

Any employee, in the presence of a member of the Shop Committee, shall be entitled to view and dispute the contents of his employee file.

ARTICLE XXIV - ARBITRATION

Section 1: Grievances

(a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XXIII, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the Arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement the Arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.

(b) No one shall serve as an Arbitrator who:

- (i) either directly or indirectly has any interest in the subject of the arbitration;
- (ii) has participated in the grievance procedure preceding the arbitration;
- (iii) is, or has been, within a period of six (6) months preceding the initiation of arbitration proceedings, employed by any USW Local Union, or a company directly engaged in the fishing or fish processing industry.

(c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

(d) The Parties shall jointly agree to the appointment of a single Arbitrator. Failing agreement on this appointment within twenty (20) days of such notice, the Parties shall choose one (1) of the Arbitrators from the list below on a rotational basis.

List of Arbitrators:

Colin Taylor
Dave McPhillips
Mark Brown
Brian Foley

Section 2: Cost Sharing

The Parties of the First and Second Parts shall bear in equal proportions the expenses and allowances of the Arbitrator, and stenographic and secretarial expense, and rent connected with his duties as Arbitrator.

Section 3: Place of Hearing

Any arbitration to be held hereunder shall be held in Campbell River or at such other place as may be decided by the Parties.

ARTICLE XXV - ALTERNATE DISPUTE RESOLUTION PROCEDURE

- (a) 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, including any questions as to whether a matter is arbitrable, during the term of this Agreement, a single mediator/arbitrator agreed to by the Parties shall at the request of either party:
- (i) investigate the difference;
 - (ii) define the issue in the difference; and
 - (iii) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and for those thirty (30) days from that date, time does not run in respect of the grievance procedure.
- (b) If either party is not satisfied with the recommendations delivered in accordance with (a) above, it may, within ten (10) working days of receipt of those recommendations, present the grievance at the next stage of the grievance procedure. Failure to do so shall result in a deemed settlement of the grievance in accordance with such recommendations.

ARTICLE XXVI - STRIKES AND LOCKOUTS

There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

Prior to taking strike action, the Union agrees to cooperate with the Company to ensure that there is an orderly shutdown, and appropriate steps are taken to avoid potentially irreparable damage to equipment, facilities, raw materials or jobs.


ARTICLE XXVII - DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after April 11, 2022, to April 10, 2025, and thereafter from year to year unless sixty (60) days written notice of contrary intention is given by either Party to the other Party. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Union Office upon Local Officers of the Union, Party of the Second Part, at least sixty (60) days prior to the expiry of the Agreement. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by a legal strike or lockout.


(b) By agreement of the Parties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Code of British Columbia are specifically excluded.

SIGNED this 8 day of December, 2022 A.D.

MOWI CANADA WEST INC.



**UNITED STEELWORKERS,
LOCAL 1- 1937**



/s/
usw 1-1937

SCHEDULE "A"

HOURLY WAGE RATES

	4% increase <u>Effective</u> <u>April 11, 2022</u>	4% increase <u>Effective</u> <u>April 11, 2023</u>	4% increase <u>Effective</u> <u>April 11, 2024</u>
Probationary (first 500 hours)	\$19.97	\$20.77	\$21.60
Interim (501 to 1500 hours)	\$21.84	\$22.71	\$23.62
Regular (+1500 hours)	\$23.32	\$24.25	\$25.22
Area Coordinator/Grader/Robot Operator	\$24.85	\$25.84	\$26.87
Leadhand	\$26.34	\$27.39	\$28.49
Maintenance (1st year)	\$26.34	\$27.39	\$28.49
Maintenance (2nd year)	\$30.86	\$32.09	\$33.37
Maintenance (3rd year)	\$33.96	\$35.32	\$36.73
Maintenance (4th year)	\$37.36	\$38.85	\$40.40
Maintenance (Journeyman)	\$41.08	\$42.72	\$44.43
WWTP (Non Certified)	\$30.86	\$32.09	\$33.37
WWTP (Level 1 Certification)	\$33.96	\$35.32	\$36.73
WWTP (Level 2)	\$37.36	\$38.85	\$40.40
Maintenance Leadhand	\$43.35	\$45.08	\$46.88
Warehouse Person	\$30.86	\$32.09	\$33.37

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All increases to be retroactive April 11, 2022, payable no later than 2nd pay period following ratification.

Premiums: (Effective date of ratification 2022)

- First Aid Ticket (Level 3) \$1.00/hour (applicable to designated backup)
- Quality Control \$1.00/hour (applicable to designated backup as well)
- Label Watcher \$0.50/hour (applicable to designated Label Watcher)
- Shift Differential \$0.50/hour (applicable for afternoon production shifts)
 \$1.00/hour (applicable for night shift clean-up crew)
- Grader Fish Passer Non-Rotational \$0.25/hour (applicable by processing seniority)
(In the case where the back-up Grader is label watching, they will be paid the grader rate)
- Ticketed Forklift Driver \$0.75/hour for year 1; additional \$0.25 in year 2
 Applicable for the three (3) Truck Loaders and Bill Wamiss/loading and unloading trucks

Effective April 11, 2011, First Aid Ticket (Level-3) holders will be paid for their lunch period on those days when they are acting as the designated First Aid Attendant on a shift.

Effective April 11, 2011, Employees classified as Maintenance will be paid for their lunch period.

Production Bonus to be paid to employees with 1500 hours or more pursuant to Appendix 1.

APPENDIX 1

PRODUCTION BONUS

Bonus paid to employees, dependent on the dressed pounds produced at Port Hardy Processing in a month.

Over 1 million pounds	\$1.00/hour
Over 3 million pounds	\$1.35/hour
Over 5 million pounds	\$1.70/hour
Over 7 million pounds	\$2.00/hour
Over 9 million pounds	\$2.35/hour

If fish are contracted out, the poundage will be added to the production bonus.

Monthly report of poundage will be given to the Shop Committee

/jw
usw 1-1937

APPENDIX 2

PERSONAL FLOATING HOLIDAYS

This provision will only apply to employees who were employed for the full contract year. Those employees who achieve an absence rate of 2.00% or less in the immediately previous contract year will be entitled to two (2) personal floating holidays.

For the purposes of this provision, the following rules will apply to the determination of the absence rate:

Unscheduled absences that will count for a half a day – (.5)

- Leave early – personal
- Late arrival – personal

Unscheduled absences that will count for a full day:

- No shows
- Personal reasons
- Family responsibility over 5 days or part days/year
- Illness or injury not covered by a medical certificate

Unscheduled absences that will not count for this purpose:

- Family responsibility leave (max. 5 days per year)
- Bereavement Leave
- Illness or injury covered by medical certificate.
- Time off due to workplace injury

The calculation will be as follows:

Sum of unscheduled absences points / (Days or part days worked + Full days missed)

Normal work days for which an employee is off due to approved leave will not be included in the calculation.

Example:		Points
Possible work days	180	
Days or part days worked	160	
Part days missed	3	1.5
Full days missed	2	2.0
Approved/exempt leave	8	
Calculation:	3.5 points / 162 days = 2.16%	

The floating holidays must be scheduled and approved the same as vacation time and must be taken in the year in which it is earned. The employee will be paid as per their regular work schedule at straight time rates of pay. If the Floating Holiday is not taken by April 10th in any year, it will be paid out on the next pay period following April 10th.

MEMORANDUM OF AGREEMENT
BETWEEN
MOWI CANADA WEST INC.
AND
UNITED STEELWORKERS LOCAL 1-1937

NON-PROCESSING SIGN UP TO WORK LIST

APPLICATION:

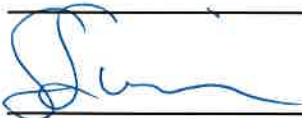
1. Within 1 month of the conclusion of Collective Bargaining the employer will canvas all employees
2. All canvassed employees will be asked whether they want to be on the Sign up to work list.
3. If they agree to be on the list, they will be provided with a written letter to confirm.
4. The confirmation letter will then be placed on their file.
5. The list will be posted in the locked glass case.
6. If employees wish to be placed on the list at any time in the future, they must provide the employer 1(one) week notice in writing.
7. If the employees wish to be taken off the list at any time in the future, they must provide the employer 1 (one) week notice in writing of such.
8. All applicable rates of pay will apply as per Article V - Hours of Work and Article VI - Wages and any other applicable wage article.

This Agreement is subject to review, or amendment by mutual agreement of both parties.

MOWI CANADA WEST INC.



**UNITED STEELWORKERS,
LOCAL 1- 1937**



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usw 1-1937