

Collective Agreement

Between

**Wild West Steelhead
Of the First Part,**

And



**Grain & General Services Union (ILWU • Canada)
Of the Second Part,**

Duration of Agreement March 1, 2018 to February 28, 2020

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Changes to the agreement are indicated in RED.

Article 1 – Scope and Recognition

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, benefits, working conditions, and all other conditions of employment for all employees of the Employer working at or in connection with its place of business on the shores of Lake Diefenbaker, except the General Manager, Production Manager, Chief Accountant, Assistant General Manager, Processing Manager, and Marketing Manager.

1.02 It is understood and agreed, inasmuch as the Employer recognizes the Union as the employees' bargaining agent, as evidence of good faith the Union assumes the responsibility for its members in their relations with the Employer, and will use its best efforts to have the employees' responsibility under the contract carried out in letter and in spirit, and to have its members deliver a fair day's work as called for by the position involved and the reasonable orders of the Employer.

Article 2 – Spirit and Intention

2.01 The spirit and intention of this Agreement is to maintain good and amicable relations between the Employer and all of its employees covered by this Agreement so that the solution of all matters pertaining to conditions of employment be arrived at by collective bargaining and agreement between the parties hereto. Therefore, this Agreement is in no sense to be taken as a discouragement to direct consultation where a solution can be reached by such means without having recourse to the bargaining procedure hereinafter provided.

2.02 The Employer shall not discriminate in its hiring and employment practices against persons by reason of age, race, creed, sex, sexual orientation, nationality, political affiliation, union activity, marital status, or physical disability.

2.03 The Employer shall ensure that employees are not exposed to any form of harassment, personal or otherwise, in the workplace.

2.04 The Employer shall treat with confidentiality issues and discussions of a personal, personnel, and/or disciplinary nature with its employees

2.05 Letters of Understanding and past practices predating the Agreement shall be null and void unless specifically continued by written agreement of the Company and the Union.

Article 3 – Definitions

- 3.01 The classifications and status of employees shall be determined as follows:
- (a) Regular full-time: an employee who is hired to work and who is normally scheduled to work the full prescribed hours per week.
 - (b) Regular part-time: an employee who is hired to work and is normally scheduled to work on a regular and recurring basis, exclusive of overtime, less than the full prescribed hours per week.
 - (c) Temporary: an employee hired for the completion of a specific job which cannot be performed by members of the bargaining unit, for a period of not more than ninety (90) working days. Temporary service will be considered as service with the Employer only when it is continuous with subsequent regular employment. The Employer shall not use any system of consecutive temporary hirings to avoid hiring employees on a regular basis.
 - (d) Casual Employee – An employee hired on a sporadic basis. This employee is exempt from Article 11 – Layoff and Recall Procedure, and Article 16.04 – Shift Premiums and Reporting Pay of the Collective Agreement. All other provisions of the Collective Agreement apply.

Seniority shall accrue on the basis of one day for each day worked regardless of hours worked. Requests to work shall be issued in order of seniority within this classification, with the first right of refusal applying to the most senior employee.

The Company shall not use this classification, or any system of hiring into this classification, to replace or avoid hiring into the other classifications in the Collective Agreement.

Article 4 – Management Rights

4.01 The Union recognizes that the Employer has the sole and exclusive right to manage its business in all respects in accordance with its commitments and responsibilities subject only to the specific provisions of this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations, to determine work and production schedules, to maintain order, discipline and efficiency, and to direct its work force; to hire, transfer, promote, demote, classify, reassign jobs or duties, or retire any

employee; to suspend or discharge any employee for just cause; to reorganize, close, or disband any department or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its working forces; and to make and alter rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the terms of this Agreement.

4.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

4.03 The Employer shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Agreement but which affects the bargaining agent or any employee bound by the Collective Agreement.

Article 5 – Dues Checkoff

5.01 The Employer shall furnish the Union monthly with names, addresses, classifications, wage rates, and effective dates of new hires, transfers, demotions, promotions, resignations, terminations and other retirements of employees covered by this Agreement.

5.02 The Employer agrees that applying for and maintaining membership in the Union shall be a condition of employment for all employees hired on or after May 23, 1995. The Employer agrees that, as a condition of employment, membership dues shall be deducted from the wages earned by all employees in the bargaining unit.

5.03 The Employer shall deduct from the wages of each employee in the bargaining unit an amount equivalent to the regular monthly membership dues of the Union. Monies so deducted shall be forwarded by the Employer to the General Secretary of the Union within twenty (20) calendar days following the month for which the dues were deducted. The Employer shall furnish the Union with a list of the names of employees from whom deductions have been made.

5.04 The Union shall notify the Employer in writing of any change in the amount of regular monthly membership dues at least one (1) month in advance of the end of the pay period in which the deductions aforesaid are to be made.

Article 6 – Strikes and Lockouts

6.01 The Union agrees that for the duration of this Agreement or any extension thereof, it will not cause, direct or consent to any strike action on the part of the employees represented by the Union, nor shall any employee(s) threaten or take part in a strike, and that if

any such action should be taken by the employee(s), the Union will instruct the said employee(s) in writing to return to work and perform his/her or their usual duties and to resort to the grievance procedure established herein for the settlement of any complaint or grievance.

6.02 The Employer agrees that it shall not threaten an unlawful lockout of any employee(s) and that there shall be no lockouts of its employee(s) for the duration of this Agreement, or any extension of the same.

6.03 For the purpose of this Agreement, a strike shall be deemed to include any intentional slowdown, any intentional interruption of work, or suspension of work, any stoppage, labour holiday or continued meeting, picketing, or other collective interference with services or entry to or egress from the Employer's premises.

Article 7 – Union Activities

7.01 The Employer agrees to provide one bulletin board in its premises in a convenient location for the use of the Union.

7.02 The Representative(s) of the Union shall in the course of his/her duties have access to the Employer's premises. Any business between the Representative(s) and an employee shall be conducted during the normal working hours, during the employee's break whenever possible.

7.03 The Union shall notify the Employer in writing of the names of three (3) elected Stewards and the Employer shall sign an acknowledgment on receipt of such notice. The Employer shall be obliged to only recognize those Stewards.

Article 8 – Grievance Procedure

8.01 The Company and Union agree that it is most desirable to resolve misunderstanding and disputes through discussions between the employee and the supervisor, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly. The parties hereto desire that every grievance shall be dealt with as quickly as possible. The grievance will be submitted in the first step within fifteen (15) days of the circumstances giving rise to the grievance or in the case of an employee on approved leave of absence or vacation, within fifteen (15) days of his/her return from such leave of absence or vacation.

8.02 For the purposes of this Agreement, a grievance is defined as a dispute or controversy between the Employer and one or more of its employees concerning the interpretation, application, meaning, operation or any alleged violation of this Agreement.

- 8.03 (a) The word "days" as used in Articles 8 and 9 means working days, other than Saturdays and Sundays or a Statutory Holiday as referred to in Article 18.
- (b) The discussion and decision made on each grievance shall be limited to the matter specified in the written grievance at Step 1.

8.04 A grievance must be submitted in writing by an employee, a Steward, or a staff member of the Union on the grievance form, which the parties have agreed to use for this purpose, and shall be dealt with as follows:

STEP 1: The grievance shall be taken up with the first-line out-of-scope Manager, who shall render a written decision within three (3) days of the receipt of the grievance.

STEP 2: Failing satisfactory settlement at Step 1 or failing receipt of a decision from the Manager, the grievance shall be taken up with the General Manager or his/her delegated representative within five (5) days of receipt of the decision in Step 1. The General Manager or his/her delegated representative must give his/her written answer within five (5) days of receipt of the grievance. Failing settlement within the five (5) day period, the grievance may be submitted to arbitration as hereinafter provided for.

STEP 3: **A grievance is referred to arbitration by either party giving notice to the other in writing of its intention to do so. Such written notice shall be given within ten (10) days of the receipt of the decision in Step 2 or from the expiry of the time limits at Step 2, whichever is the earlier.**

Within fourteen (14) days of receipt of such written notice, the parties shall meet and appoint a single Arbitrator. If the parties fail to agree and fail to appoint an Arbitrator within fourteen (14) working days of their initial meeting, they shall request the Minister of Labour for Saskatchewan to appoint an Arbitrator and the person so appointed shall be duly empowered to act accordingly.

8.05 The Union shall have the right to submit a policy grievance within fifteen (15) days of the circumstances giving rise to the policy grievance.

8.06 The time limits set out in this Article may be extended by written agreement of the parties, provided that requests for extensions are made prior to the expiry of the time limitation.

8.07 Employees shall be entitled to representation by a staff member of the Union at any step of the grievance procedure, **and similarly management representatives may have benefit of counsel.**

8.08 In the event of a grievance, the Employer agrees, upon request, to provide the Union with copies of disciplinary and/or appraisal documents which have been served upon the employee which the Employer intends to use in regard to the specific grievance.

8.09 References to disciplinary matters shall be removed from the employee's personal file after two (2) years providing there have been no further incidents of the same or substantially similar nature during that two-year period and such references, once removed, will no longer be admissible as evidence in any arbitration hearing.

8.10 The Employer agrees that shop stewards shall not be hindered, restrained or interfered with in any way in the performance of their duties, while investigating disputes and representing employees on grievances. No shop steward will leave his/her work without the permission of his/her supervisor. Such permission shall not be unreasonably withheld and shall be given on request or within an hour of the request whenever possible. Shop stewards may investigate grievances on Company time.

8.11 When an employee is required to attend a meeting where a disciplinary decision concerning him/her is to be taken by the Employer, the employee shall be entitled to have a designated representative of the Union attend the meeting.

Article 9 – Arbitration

9.01 The **Arbitrator** established under Article 8 (Step 3) shall not have authority to alter, enlarge, modify or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement. Where the **Arbitrator** determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the **Arbitrator** may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.

9.02 The decision of the **Arbitrator** shall be final and binding upon the parties hereto and upon any employee or employees concerned.

9.03 No person who has a pecuniary interest in a matter before the **Arbitrator**, or who is acting, or has, within a period of one (1) year prior to the date on which the notice of desire to submit the matter to arbitration is given, acted as solicitor, counsel or agent of any of the parties to the arbitration, is eligible for appointment as an **Arbitrator**. Each of the parties hereto will share equally the expenses of the **Arbitrator**, if any. The proceedings of the Arbitration Board will be expedited by the parties hereto.

Article 10 – Probationary Period

10.01 An employee who has been newly hired for a position must complete a ninety (90) calendar day probationary period for workers in all classifications.. The Employer may extend the probationary period for a further ninety (90) calendar days, by mutual agreement between the Employer and the Union. During this period the Employer shall have the right to discharge a probationary employee in its sole and exclusive discretion and such employee shall be deemed to have been discharged for just cause.

10.02 When an employee transfers from one classification to another within the Collective Agreement, that employee shall have a 90 day assessment period. If the employee fails to qualify for the classification during the assessment period, the employee shall be returned to their former classification.

Article 11 – Layoff and Recall Procedure

11.01 A laid-off employee shall be entitled to remain on a lay-off list for a period of nine (9) months. If, at the end of the nine (9) month period no work is available, the employee shall be so advised.

11.02 While on lay off an employee will not earn seniority, but he/she shall retain seniority which he/she had accumulated to the time of his/her lay off.

11.03 An employee who is laid off is entitled to written notice, or pay in lieu of notice, of at least:

- (a) one (1) week, if his/her length of service is less than one year;
- (b) two (2) weeks, if his/her length of service is one year or more but less than three years;
- (c) four (4) weeks, if his/her length of service is three years or more but less than five years;

- (d) six (6) weeks, if his/her length of service is five years or more but less than ten years;
- (e) eight (8) weeks, if his/her length of service is ten years or more.

11.04 In the case of lay off an employee shall be entitled to exercise seniority, to avoid lay off, in his/her regular job classification, and if unable, then in a job classification equal to or lower than his/her regular position and will displace the most junior employee in the classification, subject to the provisions of Article 12.02. A layoff is defined as a reduction in the workforce or a reduction in the hours of work to less than 90 hours in a three week period. The Company may offer work in other areas to make up the 90 hours, provided the employee has the training and ability to do the alternate work. If the employee has the ability and training, and refuses the alternate work, the hours offered will be counted towards the 90. Layoff notice given can be extended forward as long as there is work to do.

11.05 It is understood that exercise of seniority rights under 11.04 above shall be on a temporary basis until such time as the employee's regular position becomes available again. The employee shall then return to his/her regular position.

11.06 When a lay off occurs, employees shall be laid off in the inverse order of their seniority.

11.07 When recalling employees from lay off, employees shall be recalled to work in order of seniority.

11.08 When a laid off employee is being recalled he/she must accept recall to his/her previous classification, or equivalent, or to a lower classification, subject to the following terms:

- (i.) If an employee on a lay off rejects recall to a lower classification, he/she will only be recalled to his/her previous classification unless he/she notifies the Employer in writing of his/her willingness to accept a lower classification.
- (ii.) It is understood that a return from lay off to a lower classification shall be on a temporary basis until such time as the employee's regular position becomes available again. He/She will then return to his/her regular classification.

11.09 An employee on the lay-off list, as specified in Article 11.01, when recalled to work following a lay off shall be given a minimum of seventy-two (72) hours' advance notice in which to report for work, such notice shall be by telephone and confirmed, where practical, by registered mail directed to his/her last known address. When an employee receives notice of

recall, he/she must notify the Employer of his/her intention of accepting or rejecting the recall or he/she will be terminated.

11.10 An employee's seniority shall be forfeited with no obligation on the Employer to rehire such employee in the event of any one of the following occurrences:

- (a) If she/he quits voluntarily; or
- (b) If she/he is discharged for just cause and is not reinstated under the grievance and arbitration procedure; or
- (c) After obtaining an authorized leave of absence, she/he fails to report to work at the expiration of his leave of absence, or as provided in this Agreement; or
- (d) After having been on continuous lay off for a period of nine (9) months or more; or
- (e) If, while on an authorized leave of absence, the employee takes employment elsewhere contrary to the terms of this agreement; or
- (f) If she/he fails to return to work at a time designated by the Employer when recalled following a lay off.

Article 12 – Seniority

12.01 Seniority shall mean all service with the Employer from the Employee's date of hire, once they have completed probation. Seniority shall continue to accrue during Maternity/Parental/Adoption Leave, Union Leave, and Sick Leave. Seniority shall be maintained but shall not accrue during lay off, Disability Leave, or leave of absence other than that referred to above.

12.02 In the matter of promotion, demotion, transfer, temporary performance of higher duties, the filling of vacancies, lay off, and recall, seniority shall prevail subject to qualifications.

12.03 When filling vacancies and new positions within the scope of this Agreement, the position shall be posted for a minimum of five (5) working days on the bulletin board. Employees will be required to apply in writing prior to the expiry date indicated on the posting. In the selection process, seniority shall prevail subject to qualifications. An applicant having more seniority than the appointed applicant may request reasons in writing for not receiving the appointment.

All job postings are to be posted on the main bulletin board and on the union bulletin board.

12.04 Employees shall be advised of who has been awarded a posting through a notice placed on the bulletin board.

12.05 Employees on an authorized leave of absence, vacation or sick leave shall be considered by the Employer as applicants for a vacancy which management posts pursuant to Article 12.03 and shall be advised of such vacancies.

12.06 It shall be the policy of the Employer that in filling staff vacancies, present members of the staff shall be given first consideration.

12.07 In the case of staff reduction, employees shall be entitled to exercise seniority rights on a service-with-the-Company basis with respect to transfers to positions of the same or lower grade within the bargaining unit, subject to qualifications.

12.08 Seniority lists shall be updated and posted on the bulletin board annually. A copy of same shall be supplied annually to the General Secretary of the Union or his/her designate.

12.09 The Employer shall post all job opportunities with Wild West Steelhead on the bulletin board.

Article 13 – Scale of Wages

13.01 Subject to Article 21 - New Classifications, the Scale of Wages and Job Classifications shall be as set forth in Schedule "A" attached hereto and such Schedule shall form part of this Agreement.

Schedule A - amendments:

(a) General Wage Increases:

- **Effective March 1, 2018 all rates of pay shall be increased by two and one quarter percent (2.25%) for all employees on payroll as of the date of ratification.**
- **Effective March 1, 2019 all rates of pay shall be increased by two and one quarter percent (2.25%).**

- The Fingerling Production Supervisor (FPS) with a Diploma (E1) shall be moved to the 12 month rate on the scale for FPS with a Degree (E2) after 2 consecutive successful years at the top rate in the Diploma classification.
- (b) Employees assigned to the job of both the Outside Supervisor and Dive Coordinator, shall receive a premium of \$1.24/hr.
- (c) – Assistant Supervisor
- The Assistant Supervisor shall be paid in the “D” pay scale at one time increment below the time increment currently being received in the “C” pay scale.

13.02 **Effective March 1, 2019 the Company will fill and maintain a minimum of two Senior Processors.**

Article 14 – Temporary Performance of Higher Duty

14.01 An employee designated by the Employer to temporarily fill a position in the scope of this Agreement paying a higher rate of pay, shall receive pay at the rate of the step of the new position in which her/his years of service would place him/her. Except for employees working in the Fingerling Production Operation, which shall have no waiting period, employees shall be eligible to receive TPHD after they have been assigned the position for three or more consecutive days.

14.02 In the event an employee is assigned to temporarily fill a position in the scope of this Agreement paying a lower rate of pay, she/he shall not have her/his pay reduced.

Article 15 – Hours of Work, Overtime, and Call-Out

15.01 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

15.02 The hours of work are as follows:

- (a) Processors, Senior Processor, Processing Supervisor
- the basic hours of work shall be ten (10) hours per day and forty (40) hours per week.

- hours worked beyond basic hours will be paid @ 1.5 times the hourly rate.
 - it shall be at the option of the employee to work beyond the basic hours of work and no employee shall suffer any discrimination should he/she choose to not work beyond the basic hours.
 - call-in on the fifth (5th) , sixth (6th) and seventh day will be based on:
 - (i) first call will go to employees who have not completed forty (40) hours in the current week (Monday-Sunday), subject to qualifications
 - (ii) thereafter, call-in based on seniority, subject to qualifications
- (b) Fish Technicians/Outside Workers, Senior Fish Technician, Maintenance Worker, Outside Supervisor, Dive Co-ordinator
- the basic hours of work shall be eight (8) hours per day and eighty (80) hours averaged over a two (2) week period
 - hours worked beyond the basic hours shall be worked at straight time rates to a maximum of twelve (12) hours in a day, not more than ten(10) of which shall be worked in the processing plant
 - it shall be at the option of the employee to work beyond the basic hours of work and no employee shall suffer any discrimination should he/she chose not to work beyond the basic hours
 - call-in on the sixth (6th) and seventh (7th) day will be based on ;
 - (i) first call will go to employees who have not completed eighty (80) hours in the current payroll period of two weeks
 - (ii) thereafter, call-in based on seniority, subject to qualifications

- hours beyond the base hours shall be compensated with pay or paid time off in lieu of pay as follows:
 - (i) hours beyond the base hours shall be paid for at straight time rates at the end of each regular pay period, or at the end of the next pay period following the employee's request, if payment is to be made less frequently, or
 - ii) alternately, an employee shall be entitled to choose to be compensated for all or a portion of hours worked beyond the basic hours in paid time off at a time mutually agreed upon by the employee and the employer. Requests by employees shall not be unreasonably denied.

Effective May 1, 2019 Amend 15.02 (b) to read:

Fish Technicians/Outside Workers, Senior Fish Technician, Maintenance Worker, Outside Supervisor, Dive Co-ordinator

- the basic hours of work shall be eight (8) hours per day and eighty (80) hours averaged over a two (2) week period
- hours worked beyond the basic hours shall be worked at **one and one half (1 ½)** time rates to a maximum of twelve (12) hours in a day, not more than ten(10) of which shall be worked in the processing plant
- it shall be at the option of the employee to work beyond the basic hours of work and no employee shall suffer any discrimination should he/she chose not to work beyond the basic hours
- call-in on the sixth (6th) and seventh (7th) day will be based on ;
 - (i) first call will go to employees who have not completed eighty (80) hours in the current payroll period of two weeks
 - (ii) thereafter, call-in based on seniority, subject to qualifications

- hours beyond the base hours shall be compensated with pay or paid time off in lieu of pay as follows:
 - (i) hours beyond the base hours shall be paid for at **one and one half (1 ½)** time rates at the end of each regular pay period, or at the end of the next pay period following the employee's request, if payment is to be made less frequently, or
 - ii) alternately, an employee shall be entitled to choose to be compensated for all or a portion of hours worked beyond the basic hours in paid time off, **put in the bank at one and one half (1 ½) time for all hours beyond the basic, to be taken at a time mutually agreed upon by the employee and the employer.** Requests by employees shall not be unreasonably denied.

(c) Hatchery Technician, Fingerling Production Supervisor

- the basic hours of work shall be eight (8) hours per day and forty (40) hours per week.
- hours worked beyond basic hours will be paid @ 1.5 times the hourly rate for the Hatchery Technician.
- hours worked after 40 hours in a one week period will be paid @ 1.5 times the hourly rate for the Fingerling Production Supervisor.
- when overtime is required it shall be at the option of the employee to work beyond the basic hours of work and no employee shall suffer any discrimination should he/she choose not to work beyond the basic hours.
- in the event an outside employee works beyond the basic hours in a day (eight hours) and a portion of that day is worked as a Hatchery Technician, overtime will be paid at 1.5 times the hourly rate for the lesser of the hours worked as a Hatchery Technician or the total over eight (8) hours.

(d) Hatchery Technician Part Time Position:

In the event that the Part time (PT) Hatchery Tech (HT) Position is being filled by an employee who also occupies a PT position in a lower (pay)

classification, the Hatchery Tech position will be the primary position. The pay rate will be at the applicable rate for the position worked. Paid Leaves of absence will be at the primary position rate. Benefits will accrue at the primary position rate. Severance will be calculated on a blended average pay over the previous 13 weeks. The employee shall have a one-time option, at the awarding of the part time HT position, of just part time work in the HT position, or supplement with hours from original (secondary) position. When additional hours are available for the PT HT position, the right of first refusal will be given to the employee holding that position. In the event the employee refuses the additional hours, they void any entitlement to HT pay for those hours. An employee then appointed to TPHD shall not be entitled to claim the HT position as their primary position. In the event that any other employee performs TPHD in the HT position, while the employee holding the PT HT position is working in their lower (pay) classification, the employee holding the PT HT position will receive pay at the HT rate for the TPHD hours.

15.03 Seniority shall not accumulate on hours worked beyond the basic hours.

15.04 Employees working an 8 hour shift shall be entitled to a fifteen (15) minute paid rest break midway through the first four (4) hours worked and midway through the second four (4) hours worked.

Employees working a 10 hour shift shall be entitled to a twenty-five (25) minute paid rest break midway through the first five (5) hours worked and midway through the second five (5) hours worked.

Employees working more than four (4) hours in a day are entitled to a 30 minute unpaid meal break midway between the beginning and end of the work shift. Meal breaks are not paid breaks.

15.05 All employees shall be entitled to two consecutive days of rest in any week, one of which shall be Sunday, wherever possible.

15.06 An employee attending high school shall not be assigned to work later than 9:00 p.m. on a school night without his/her consent. A school night shall be considered to be any evening followed by a day of scheduled school classes or activities in which he/she is a direct participant. Students will telephone eight (8) hours in advance if they are unable to report for a scheduled shift, and will provide an exam schedule as soon as it is available to aid in shift scheduling.

15.07 All staff meetings shall be held on paid time. If an employee who is not scheduled to work that day is required to attend the staff meeting, she/he shall be paid for her/his attendance, with call-out provisions of Article 16 applying.

15.08

- (a) Processing hours of work shall be allocated to employees on the basis of seniority, up to forty (40) hours in a week. Hours scheduled shall be posted two (2) weeks in advance, and shall cover a period of at least one week. Employees shall be given one (1) week's notice of any change in schedule. A work schedule will not be considered to be changed where the Employer could not reasonably predict the need to schedule staff for those hours one week in advance or could not have reasonably foreseen the lack of work one week in advance.
- (b) Subject to 15.02 above, any additional hours and call-in hours shall be allocated on the basis of seniority with the most senior employee having the first right of refusal, followed by the second most senior employee, and so on. Wherever possible, twelve (12) hours notice will be given to these additional hours. In the event all employees refuse the additional hours, the additional hours will be assigned to the least senior employee, followed by the next lowest in seniority, and so on, until the additional hours are all assigned.
- (c) When additional hours are available and required, the employer shall contact employees in order of seniority, beginning with the most senior, either in person or by phone for their availability to work the extra hours. In the event all employees refuse, the employer will contact the employees, by the same means in inverse order of seniority, to assign the additional hours.
- (d) Where the Employer requires work which would result in the extension of an on-shift employee's hours, the Employer may assign up to three (3) hours to the on-shift employee without being required to call in another senior employee.

15.09 Provided sufficient advance notice is given and with the approval of the Employer, which shall not be unreasonably withheld, employees may exchange shifts, if there is no increase in cost to the Employer.

Article 16 – Shift Premiums and Reporting Pay

16.01 An employee shall receive a shift premium of seventy-five cents (75¢) per hour for all hours worked, including overtime hours worked, between the hours of 10:00 p.m. and 6:00 a.m. inclusive.

16.02 The third diver (attendant) shall be an in-scope employee unless there are no qualified employees available.

16.03 During diving operations the divers' and Divers' Attendant (standby divers) shall receive a diving premium of ten dollars (\$10) per hour for all hours worked.

16.04 An employee shall receive a premium of seventy-five cents (75¢) per hour for all hours worked on Saturday and/or Sunday, in addition to applicable overtime and evening shift premium pay.

16.05 An employee who reports to work on his/her scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater. This will not apply in cases where the employee was notified previously not to report for work for her/his scheduled shift. To qualify for payment under this provision, employees must have their current address and telephone number on file with the Employer.

Article 17 – Vacations

17.01 The vacation year shall be from January 1st to December 31st inclusive.

17.02 An employee hired after January 1st in any year and who does not qualify for a full annual vacation shall accumulate vacation leave from date of employment to December 31st on the basis of one and one quarter (1¼) days for each calendar month of employment and any annual vacation so earned shall be taken in the same vacation year as it is earned.

17.03 Employees shall be entitled to the following vacation periods, namely:

- (a) An employee completing one (1) year continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of three (3) weeks (fifteen [15] working days);
- (b) An employee completing eight (8) years but less than eighteen (18) years of continuous service with the Employer as at January 1st in any year shall be entitled to a vacation with pay of four (4) weeks (twenty [20] working days) in the same vacation year as it is earned.

- (c) An employee completing eighteen years of continuous service with the employer shall be entitled to a vacation with pay of five (5) weeks (twenty-five (25) working days) in the same year as it is earned.

17.04 Employees must complete full years of service when moving to a higher accrual rate. Accrual will begin on the first full month following their anniversary date.

17.05 Employees shall take all their vacation leave in the same vacation year in which it was earned. Vacations may be accumulated from year to year if agreed to between the Employer and the employee affected, in writing.

17.06 Whenever possible, vacations shall be taken at a time mutually agreeable to the employee and the Employer. Notwithstanding the foregoing, employees shall be entitled to take one (1) week of holidays in the period June to August, the selection to be carried out in order of seniority, with only one employee on holidays at any one time. More employees may take holidays at the same time and/or for longer periods of time if the pace of work allows.

Article 18 – Statutory Holidays

18.01 The following shall be recognized as statutory holidays with pay at regular straight time hourly rates:

| | | | |
|----------------|------------------|--------------|------------------|
| New Year's Day | Saskatchewan Day | Victoria Day | Easter Monday |
| Family Day | Remembrance Day | Boxing Day | Labour Day |
| Good Friday | Christmas Day | Canada Day | Thanksgiving Day |

18.02 In addition to pay for the holiday, an employee required to work on the statutory holiday will be paid not less than one and one-half (1½) times his regular hourly rate of pay for all hours worked on that day.

18.03 If a statutory holiday falls within an employee's vacation period, then he/she shall receive an extra day's vacation.

18.04 When a statutory holiday falls on an employee's regular day off, either the prior working day or the next working day shall be taken as an alternate holiday.

Article 19 – Leave of Absence

19.01 Leave of absence with pay at regular straight time hourly rates up to three (3) consecutive working days shall be granted to an employee when there is a death in the immediate family of that employee for the purpose of arranging or attending the funeral.

"Immediate Family" shall be defined to include only the employee's mother, father, mother-in-law, father-in-law, spouse (including same-sex or common law spouse), son, daughter, sister or brother, or equivalent. Where major travel or special circumstances are involved, approval may be given by the Employer to extend the three (3) day limit to five (5) working days.

19.02 An employee is entitled to leave with pay at regular straight time hourly rates, up to a maximum of one (1) day, in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt or uncle, or equivalent. The company may extend the leave up to two (2) days due to special circumstances or major travel.

19.03 An employee shall be able to use vacation days to attend to other funerals than those specified in Articles 19.01 and 19.02.

Maternity/Adoption/Parental Leave

19.04 An employee who has at least six (6) months of service with the Company is entitled to and shall be granted maternity/adoption/parental leave of absence without pay on the following basis:

- (a) The leave of absence shall be for a period of up to fifty-two (52) weeks at the discretion of the employee, made up of seventeen (17) weeks maternity leave, twenty-four (24) weeks child care leave and eleven (11) weeks additional leave.
- (b) The employee shall provide a written request for leave, specifying the anticipated date of commencement of the leave and the anticipated return date. The request shall ideally provide for a four (4) week notice of commencement of the leave but shall not be less than two (2) weeks unless there is a valid reason why that notice cannot be given.
- (c) Such leave shall be granted with the assurance that the employee will resume employment in the employee's home position, or a position in the same location graded equal to the employee's home position if the employee's home position has been eliminated during the period of leave.
- (d) During the period of leave under this provision and provided the employee maintains the employee share of contributions as applicable for the pension and benefit plans, the employee shall accumulate pension, health and disability benefits. Employees shall for the duration of the leave continue to earn sick leave and annual vacation credits as if she/he had been at work.

- (e) Seniority shall accumulate for the duration of the leave under this provision.
- (f) Notice of intention to return to work, or request for change of leave shall be forwarded to the Company and a minimum of fourteen (14) days prior to the expiration of the leave. An employee will be permitted to return to work prior to the approved expiration date of the leave provided a minimum of fourteen (14) days' prior notice is received. The minimum fourteen (14) day notice period will apply unless there is a valid reason why notice cannot be given.
- (g) For the period of the leave under this provision, an employee's increment date for the purposes of salary increments shall not be changed.

Pressing Necessity and Serious Illness Leave

19.05

- (a) Leave of absence with pay chargeable to an employee's sick leave credits may be granted for matters of pressing necessity. The application of Pressing Necessity leave shall include emergency attending to an employee's sick child. Requests to use sick leave credits for this purpose shall be made in writing to corporate management. Requests may be rejected or granted to an extent considered to be fair and reasonable to management on the basis of the particular situation encountered.
- (b) In the event of a serious illness of a spouse, parent, or child, which requires the attendance of an employee, leave as provided for in Section 19.01 will be granted.

Jury Duty and Subpoenas

19.06 In keeping with the policy that an employee not suffer a loss of pay while serving as a juror or if subpoenaed as a Crown or Employer witness, the remuneration to be received by the employee on any working day the employee reports for or serves on or as the aforementioned, shall be at the employee's regular rate of pay for the day less jury duty or conduct fees received for that day. The employee will notify the Employer immediately upon receipt of the subpoena or notice to serve as a juror.

Union Leave of Absence

19.07 An employee who, at any time, is delegated to represent the Union at an annual or semi-annual meeting of the Union's representative bodies shall be granted reasonable time off without pay from his duties in order to perform said tasks. The Union will give at least two weeks' notice of the proposed period of absence. The leave of absence will not exceed ten (10) working days for any one calendar year per person. No more than two (2) employees will be absent at any one time.

Negotiating Committee

19.08 Leave of absence for collective bargaining shall be granted to the members of the Union bargaining committee, who will not exceed three (3) in number. Leave of absence for collective bargaining is without pay.

Education Leave

19.09 At the request of an employee, and with the agreement of the Employer, unpaid education leave of up to ten (10) months may be granted for studies related to the Employer's business. An employee on education leave may request an extension, putting such request in writing and submitting it four (4) weeks before the expiration of leave.

General Leave of Absence

19.10 If circumstances permit, the Employer will grant leave of absence with or without pay for a justifiable reason. Any leave of absence will be applied for in writing and will specify the reason for requesting the leave.

Other

19.11 An employee on any of the following leaves of absence under this Agreement shall continue to accrue seniority, vacation credits and pension benefits: paid leave of absence, adoptive leave, maternity leave, parental leave, union leave, negotiating committee leave. The Employer shall continue to pay contributions to the benefit plans set out in Article 24 for employees on adoptive, maternity, or parental leave. Employees on adoptive, maternity, or parental leave shall be able to continue contributions to the Company Pension Plan so as to maintain contributory service; the employee shall have the option to make such contributions during the six (6) months following return to work.

19.12 Except in the case of leaves of absence provided for in Articles 19.03 to 19.08 inclusive, an employee on other leaves of absence without pay shall maintain benefits accumulated prior to taking unpaid leave, but shall not accrue further vacation or other service benefits.

19.13 An employee on leave of absence as provided for in this Article shall be entitled to return to his/her former position.

Article 20 – Severance Allowance

20.01 An employee who receives notice of termination without cause or permanent lay off shall receive seven (7) days' pay for each year of service, prorated for part years.

Article 21 – New Classifications

21.01 The Employer shall notify the Union of any new classifications. The Employer shall advise the Union of the essential duties of the new classification and the wage rate proposed to be paid for the new classification. If the Union disagrees with the wage rate proposed by the Employer then it will notify the Employer in writing to this effect, following which the parties shall negotiate with a view to settling the wage rate for the classification. Subject to Article 12 - Seniority, the Employer will be entitled to place employees in the new classification at the wage rate established by the Employer, provided that any person placed in the new classification shall be advised that the final wage rate is subject to continuing negotiations between the Employer and the Union.

21.02 If the responsibilities and duties of a job change, the position shall be examined when so requested by the employee. The request by the employee can be made at any time, providing a request respecting the position to be examined has not been processed in the twelve months preceding the date of request. The request for examination by the employee shall be in writing, and shall be submitted to the immediate supervisor of the work area. The supervisor shall add comment to the form respecting the request and shall within three (3) working days of the receipt of the request, forward it to the General Manager for examination. The General Manager shall notify the employee and the signatory supervisor of the result of that examination. The employee may, if not satisfied, request verbal elaboration from the General Manager.

Article 22 – Employee Appraisals

22.01 Upon the written request of an employee, the Employer shall furnish the employee with a copy of his/her regular written performance evaluation.

22.02 An employee shall have the right to see his/her personal file when a manager is available to provide access.

New Article – 23 Abandonment of Position (Renumber the following Articles)

If an employee fails to report for duty, and fails to notify the employer of their reason for absence, for three (3) consecutive shifts, without sufficient reason, both the employer and the union will assume the employee has abandoned their position and the employer has the right to terminate, with cause, and without grievance action by the union.

Article 24 – Training and Job Descriptions

24.01 The Employer shall provide employees with the training required to do the assigned job.

24.02 The Employer shall reimburse, subject to the employee obtaining the employer's prior written approval, tuition fees and book purchase costs for employees who enrol in and successfully complete Grade 12, the GED, or courses pertaining to the work of the Employer, subject to Article 19.09.

24.03 Over the term of this Agreement, the Employer and the Union shall endeavour to jointly review job descriptions for all job classifications.

Article 25 – Benefits

25.01 Workers' Compensation (Accident Fund) Act

- (a) In all cases of temporary total disability, as defined by the Workers' Compensation Board in its administration of the Workers' Compensation (Accident Fund) Act, sustained by an employee as a result of an occupational accident covered by the Workers' Compensation (Accident Fund) Act, the Company agrees to continue to pay the employee an amount equal to his/her net earnings (after income tax) prior to injury for one full pay period. If the period of disability is longer than one pay period the employee will receive payment directly from the Workers' Compensation Board.
- (b) Seniority shall accumulate while an employee is on WCB benefits.
- (c) An employee on Workers' Compensation shall only accumulate vacation credits for the first two (2) months of a claim.
- (d) The Company and the Union agree it is in the best interests of employees to return to work as soon as reasonably possible following compensable

illness or injury. With that in mind employees will be offered a Modified Work Program when appropriate to do so which will be designed in conjunction with the employee, the supervisor, the employee's physician and the employee's Union representative. The employee will continue to receive benefits of this Article during the program.

- (e) An employee's participation in a Modified Work Program will not result in a layoff of other employees in the Company.

25.02 Group Life Insurance

- (a) All eligible employees who have completed 90 (ninety) calendar days' service with the Company shall contribute to the Group Life Insurance Plan adopted by the Company and the Union. Such contributions shall be made by payroll deduction in accordance with the terms and conditions of the Group Life Insurance Plan outlined herein.
- (b) Employees who retire prior to their 65th (sixty-fifth) birthday shall, on retirement, be entitled to convert their group life insurance coverage to individual life insurance coverage at the group life insurance rates provided under Groupsource Policy 771506. Retirees exercising this option shall pay 100 per cent (one hundred per cent) of the premium for such coverage.
- (c) The Company will participate in the Group Life Insurance Plan designated as Groupsource Policy 771506 .

Group Life Insurance Plan Life Insurance

- Three times annual salary to a maximum amount of \$250,000.
- Waiver of Premium for total disability to cease at retirement.
- Premiums shared equally between the employee and the Company.
- Optional Life Insurance available in units of \$10,000 to a maximum of \$250,000 with smoker/nonsmoker, male/female and age banded rates for employees, spouses and children, 100 per cent employee paid.
- Dependant life insurance, \$10,000 for spouse, \$5,000 for each dependant, 100 per cent employer paid.

25.03 Accident Insurance

- (a) All eligible employees who have completed 90 (ninety) calendar day’s service with the Company shall contribute to the Accident Insurance Plan adopted by the Company and the Union. Such contributions shall be made by payroll deduction in accordance with the terms and conditions of the Plan.
- (b) Accidental Death and Dismemberment coverage equivalent to the amount of life insurance coverage to a maximum amount of \$250,000.
- (c) Accidental Death and Dismemberment benefits payable are for loss of:

| Loss of | Amount |
|--|---|
| Total paraplegia, hemiplegia or quadriplegia or use of arms, or both legs, or one arm and one leg on the same side of the body. | 200% of basic group life insurance benefit |
| Both arms or both legs or both hands or both feet, or sight of both eyes, or one hand and one foot, or use of both hands or both feet, or one hand or arm and one leg, or sight of one eye and one hand or one foot, or speech and hearing in both ears. | 100% of basic group life insurance benefit |
| One arm or one leg, or use of one arm, or one leg. | 75% of basic group life insurance benefit |
| One hand, or one foot, or speech, or hearing in both ears, or sight of one eye, or use of one hand, or one foot. | 66 2/3% of basic group life insurance benefit |
| The thumb and index finger of the same hand or, four fingers of one hand, or hearing in one ear. | 33 1/3% of basic group life Insurance benefit |
| All toes of one foot. | 25% of basic group life insurance benefit |

- (d) Rehabilitation benefit to a maximum of \$10,000.00 of eligible expenses.
- (e) Repatriation benefit to a maximum of \$10,000.00 of eligible expenses.
- (f) Home and vehicle modification to a maximum of \$10,000.00 of eligible expenses.

- (g) Critical Disease Benefit equal to 10% of basic life benefit.
- (h) All employees, ninety (90) days from the date of employment are required to participate in the Group Life Insurance Plan, Groupsource Policy 771506 as a condition of employment.
- (i) Premiums for ADD coverage shall be paid by the Company.

25.04 Dental Plan

All eligible employees who have completed 90 calendar (ninety) day's service with the Company are covered by a "user-pay" dental plan based on Groupsource paid premium plan.

Effective August 1, 2004 the Company agrees to pay 80 per cent (eighty per cent) of the cost of eligible basic services and 50 per cent (fifty per cent) of the cost of eligible major restorative and orthodontic services as defined by Groupsource Policy 771506. Combined maximum of \$1,500/per year/insured employee/person for eligible basic services and eligible major restorative services. Orthodontic services shall have a lifetime maximum of \$1,500 coverage per insured employee/person. The balance of the cost to be borne by the employee.

Basic services shall include exam, cleaning and x-ray once every twelve (12) months, except in the case of dependents under the age of nineteen (19) years, who shall be eligible for two (2) basic exams per year.

Implants and fluoride treatment for adults are excluded from coverage.

25.05 Sick Leave and Disability Income Plans

In the case of sickness, or disability arising out of sickness, all eligible employees who have completed ninety (90) calendar days or more continuous service with the Company shall be entitled to benefits in accordance with the following plans:

A. SICK LEAVE - PLAN A

- 1. Employees who qualify for benefits shall be eligible for a total of seven (7) sick leave credits per calendar year, which shall be granted to the employees on January 1 of each year. Part-time employee's sick leave credits will be pro-rated and based on their**

percentage of hours worked on the later of, completion of their probation, or on the year end of the previous year. Accumulation and/or carry-over of sick leave credits from previous years will not be permitted.

2. Employees who are entitled to payment of wages during sick leave shall be paid at the rate of pay that would apply if the employee were not absent on sick leave to the limit of his/her accumulated sick leave credits and to a maximum of one hundred and nineteen (119) calendar days in any one illness.
3. **Sick leave usage under this Plan shall be deducted from the seven (7) sick days credited at January 1 of each year.**
4. (a) Sick leave allowance payments shall not extend beyond normal retirement age (65), without written consent of the Company, which shall not unreasonably be withheld.

(b) When sick leave allowance payments have expired, an employee may be granted leave of absence without pay as provided for in Article 19.10, Leave of Absence.
5. Sick leave allowance payments for the first day of any sickness may be withheld at the discretion of the Company.
6. All recipients of sickness and disability allowance payments must provide on request of the Company, medical reports of their condition.
7. An employee on sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.
8. Sickness and disability allowance payments under this Plan will not apply to any employee receiving compensation under the Workers' Compensation Act.
9. Employees shall be entitled to use two hours from their sick leave bank to attend a doctor's appointment in the local area (Lucky Lake or Birsay) and four hours for a doctor's appointment outside the local area. Employees shall be entitled to choose to take the balance of the day off as vacation or leave without pay when attending a doctor's appointment if it is outside of the local area (Lucky Lake and Beechy). Doctors will be defined as General Practitioners, Dentists, Optometrists and referrals from any of the above.

B. EXTENDED SICK LEAVE - PLAN B

1. If an employee is sick for seven (7) consecutive days (paid or unpaid), on the eighth (8) workday he/she will be eligible for the Short-Term Disability Plan

(Plan B). The STD provides benefits in the amount of 66 2/3 per cent of regular earnings to a maximum earnings ceiling of the Employment Insurance Commission program at the time of disability, for (a) the period of absence due to sickness in excess of a two week waiting period in any one illness, or (b) where sick leave credits in Plan A exceed two (2) weeks, benefits from this plan shall commence at the expiration of sick leave credits in Plan A.

2. Maximum benefits payable in any one illness shall be **sixteen (16)** weeks or for **one hundred and twelve (112)** calendar days.
3. Benefits under this plan shall be reinstated immediately on return of an employee to work following an illness.
4. Benefits under this plan shall not extend beyond normal retirement age (65), without the written consent of the Company, which shall not unreasonably be withheld, and subject to the limits of coverage by the Group Benefits Plan.
5. The regular rate of pay, which an employee is receiving at time of illness, shall be used in determining benefits under this Plan.
6. All recipients of benefits under this Plan must provide, on request of the Company, medical reports on their condition.
7. An employee on sick and/or extended sick leave shall only accumulate vacation credits for the first two (2) months of sick leave.
8. Benefits under this Plan shall not apply to any employee receiving compensation under the Workers[®] Compensation Act.

C. DISABILITY INCOME - PLAN C

1. Employees who have completed ninety (90) days continuous service with the Company shall as a condition of employment become members of the Disability Income Plan C designated as Groupsource Policy 771506.
2. Groupsource Policy 771506 will provide a benefit of the lesser of 60 per cent (sixty per cent) of gross monthly salary or 100 per cent (one hundred per cent) of net salary.

3. The plan will provide a contribution to a defined contribution pension plan equal to 10 per cent (ten per cent) of monthly salary. If the employee is on a defined benefit pension plan, the employee will continue to accrue pensionable service.
4. The Company agrees to advise Groupsource of the following:
 - (a) The right of any claimant to representation by a person(s) appointed by the Union provided the claimant has so indicated his/her desire in writing.
 - (b) That the insurer subject to (a) above shall communicate directly with a person(s) appointed by a claimant with respect to his/her claim.
 - (c) That the insurer subject to (a) above shall automatically send copies of all correspondence to the Union with respect to claims submitted by any of its members.
5. The premiums for this insurance shall be paid by the employee.

D. INTEGRATION OF BENEFITS OF PLAN A, B, AND C

1. Benefits from the three plans — the Sick Leave Plan A and Extended Sick Leave Plan B, and the Disability Income Plan C -- shall be integrated.
2. Employees eligible for benefits under Sick Leave Plan A and Extended Sick Leave Plan B shall be covered by benefits under the two plans for a period not to exceed one hundred and nineteen (119) calendar days in any one illness.
3. When the period of such illness exceeds 119 (one hundred and nineteen) calendar days, provisions of the Disability Income Plan shall apply from the 120th (one hundred and twentieth) day of the illness.
4. The Company and the Union agree to review Plan B and Plan C on an annual basis including their performance, experience, and financial viability.

25.06 Extended Health Care Plan

The Company shall provide an Extended Health Care insurance plan to all eligible employees who have completed ninety calendar (90) days service as follows:

1. The Insurance Company will pay 80% of prescription drugs. This is a managed health care plan with drug card - life style drugs excluded; generic drugs where available.
2. The Insurance Company will pay 100 per cent (one hundred per cent) of all other eligible expenses as provided by the insurance carrier (no deductibles).
3. The company shall pay 100 per cent (one hundred per cent) of the premiums for the first year. Thereafter, any future premium rate increases will be paid by the employees.
4. Temporary employees are excluded.
5. The benefit shall be pro-rated for part-time employees.

25.07 Vision Care

The Company shall provide a Vision Care insurance plan to all eligible employees who have completed ninety calendar (90) days service as follows:

1. The Insurance Company will pay 100% of eligible expenses for prescription eyeglasses or contact lenses required as a result of a medical condition to correct the employee's (and eligible dependants) vision.
2. For the period March 1, 2004 to February 28, 2005 the benefit maximum reimbursement shall be \$200 in any twenty-four (24) consecutive months per eligible person. Effective March 1, 2005 the vision care max reimbursement shall be \$300 for adults in any 24 consecutive months and \$200 for children in any 24 consecutive months.
3. Premiums shall be paid by the Company.
4. Temporary employees are excluded.
5. The benefit shall be pro-rated for part-time employees.

25.08 Pension Plan

- (a) Employees who have completed ninety (90) Calendar days, shall become members of the Wild West Steelhead/Grain & General Services Union Defined Contribution Pension Plan.

- (b) Current employees will contribute 4.5 per cent up to age 50 and 5 per cent until retirement. New employees hired after November 1, 2001, will have contribution rates of 4.57 per cent. All employee contributions are matched by contributions by the Company.
- (c) A joint Company/Union Pension Committee will be established.

Article 26 – Health and Safety

26.01 The Employer and the Union recognize an employee's right to working conditions which show respect for his/her health, safety, and physical well-being.

The parties recognize that the maintenance and development of the employee's general well-being constitute a common objective. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

The Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. To this end, a joint safety committee shall be established and maintained.

26.02 The Saskatchewan Occupational Health and Safety Act and Regulations shall be the basic guide in the development and implementation of minimum standards in occupational health and safety.

26.03 Employees will be encouraged to advise their immediate supervisor and/or joint health and safety committee representative of any health and safety concerns, to give them an opportunity to address the concern. Employees will be informed of the importance of completing an accident report as soon as possible after the occurrence of any accident or injury.

26.04 Employees performing processing work shall have, on their request, the right to switch processing tasks and stations after each thirty (30) minutes of work activity. Employees performing processing work shall take a full and continuous five (5) minute break after each sixty (60) minutes of work, two (2) of these breaks to coincide with employees' paid rest breaks as set out in Article 15.07, and the remainder to be taken at a time to least interrupt production.

26.05 The Employer shall provide float protection survival suit gear as required.

26.06 The Employer shall provide eye protection and replacement lenses.

26.07 The Employer shall provide a safety footwear allowance of \$70 (seventy dollars) to all employees on active payroll on January 1 and July 1.

26.08 The Employer shall provide aprons, rain gear, and gloves for employees and shall replace said protective clothing on a regular basis.

26.09 When employees are working on the water or ice, a minimum of two (2) employees shall be on site and shall remain in sight of one another whenever possible.

26.10 An employee working in the processing plant shall not be required to lift loaded tubs or other objects of greater than forty (40) pounds on his/her own.

26.11 The Employer shall identify light duties to accommodate injured workers.

Article 27 – Use of Vehicles

27.01 The Employer shall pay the insurance deductible for maintenance- or load-related accidents, and any maintenance- or load-related fines, in respect of use of Employer vehicles for assigned work duties. The Employer shall pay the insurance deductible for load-related accidents and shall pay any load-related fines in respect of use of employees' personal vehicles when the Employer requires that use.

27.02 If an employee is required and requested to use his/her personal vehicle for work duties, he/she shall be paid travel costs at forty-five cents (\$0.45) per kilometer for an unloaded vehicle and fifty cents (\$0.50) per kilometer for a loaded vehicle.

Article 28 – Major Layoff

28.01 In the event of a major layoff or work reduction the Company and the Union agree to meet to discuss options such as the Canada Employment and Immigration Work Sharing Program).

Article 29 – Duration of Agreement

29.01 This Agreement shall be in effect from **the first (1st) day of March, 2018 and shall remain in effect to the twenty-ninth (29th) day of February, 2020**. This Agreement shall be automatically renewed from year to year thereafter unless notice is given in accordance with this Article. A party wishing to revise this Agreement shall notify the other party in writing not less than **sixty (60)** days and not more than **one hundred and twenty (120)** days prior to the

expiry date hereof and on delivery of such notice the parties shall, within ten (10) days or such later time as may be mutually agreed, commence collective bargaining. This Agreement shall remain in full force and effect until amended by agreement of the parties through collective bargaining.

This Agreement signed on behalf of the Employer and the Union the day of June
A.D. 2018.

Wild West Steelhead

Grain & General Services Union (ILWU •
Canada)

Schedule “A”

The new schedule “A” shall be as follows:

A Students

| | Start | 520 Hours | 1040 Hours |
|---------------|---------|-----------|------------|
| March 1, 2018 | \$14.48 | \$15.39 | \$16.12 |
| March 1, 2019 | \$14.81 | \$15.74 | \$16.48 |

B Fish Technicians / Outside Workers / Processors

| | Start | 3 Months | 6 Months | 12 Months |
|---------------|---------|----------|----------|-----------|
| March 1, 2018 | \$16.12 | \$17.19 | \$17.99 | \$19.03 |
| March 1, 2019 | \$16.48 | \$17.58 | \$18.39 | \$19.46 |

C Senior Processor, Maintenance Worker, Senior Fish Technician

| | Start | 3 Months | 12 Months | 18 Months |
|---------------|---------|----------|-----------|-----------|
| March 1, 2018 | \$19.03 | \$20.21 | \$20.55 | \$20.85 |
| March 1, 2019 | \$19.46 | \$20.66 | \$21.01 | \$21.32 |

D Outside Supervisor / Dive Co-ordinator / Hatchery Technician / Processing Supervisor

| | Start | 3 Months | 12 Months | 18 Months |
|---------------|---------|----------|-----------|-----------|
| March 1, 2018 | \$20.85 | \$22.12 | \$22.36 | \$22.58 |
| March 1, 2019 | \$21.32 | \$22.62 | \$22.86 | \$23.09 |

E 1 Fingerling Production Supervisor With a Diploma

| | Start | 3 Months | 12 Months | 18 Months |
|---------------|---------|----------|-----------|-----------|
| March 1, 2018 | \$21.03 | \$22.32 | \$22.98 | \$23.62 |
| March 1, 2019 | \$21.50 | \$22.82 | \$23.50 | \$24.15 |

E 2 With a Degree

| | Start | 3 Months | 12 Months | 18 Months |
|---------------|---------|----------|-----------|-----------|
| March 1, 2018 | \$23.20 | \$24.58 | \$25.19 | \$25.78 |
| March 1, 2019 | \$23.72 | \$25.13 | \$25.76 | \$26.36 |

- Students shall be paid TPHD after 3 consecutive days of regular employment.
- Employees whose normal duties are those of a classification specified in B, C, or D shall be paid according to the wage scales set out in B, C, or D above while performing processing work.

- Time served on WCB shall not count towards an increment.
- Full-time employees shall be eligible for increments as set out above (e.g. three (3) calendar months, six (6) calendar months, etc.).
- Employees working less than full-time will be eligible for increments when they have completed the months required based on one month's eligibility equals 173 regular hours (ie. Excluding overtime hours worked.)

Appendix 1

Letter of Understanding

Between

**Wild West Steelhead
(Hereinafter referred to as "the Company")**

and

**Grain & General Services Union (ILWU • Canada)
(Hereinafter referred to as "the Union").**

The parties hereby agree that employees and the Union shall be notified of any bonuses established by the Employer and the method of calculating same. Bonuses intended to encourage greater production shall be paid to all employees engaged in the production process and shall not be withheld for reasons not related to production.

Signed this day of , 20 .

Wild West Steelhead

Grain & General Services Union (ILWU •
Canada)

Appendix 2

Letter of Understanding

Between

**Wild West Steelhead
(Hereinafter referred to as "the Company")**

and

**Grain & General Services Union (ILWU • Canada)
(Hereinafter referred to as "the Union").**

The parties hereby agree that Article 4 - Management Rights does not prohibit the Employer from setting or amending quality standards provided the quality standards are administered fairly and consistently; are communicated thoroughly to all employees; are not adjusted so as to alter employees' wages, benefits, or other rights; can be challenged by employees through the grievance procedure and arbitration; and that employee evaluations are conducted with full recognition of the context and other mitigating factors.

Signed this day of , 20 .

Wild West Steelhead

Grain & General Services Union (ILWU •
Canada)
